



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

**Wednesday, October 1st, 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. FY24 Audit report presentation** – Brad Wenninger from Clifton Larson Allen LLP
- 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 September 26th, 2025
 - B. Minutes for regular meeting of August 6th, 2025
- 9. UNFINISHED BUSINESS**
 - A. **Contract for Building Department Services**
 - B. **Waste Connections Contract Extension**
 - 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.
- 10. NEW BUSINESS**
 - A. **Parks and Recreation Board Appointment**
 - 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.



- 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.
- 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.

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 6.

FY24 AUDIT PRESENTATION

BY

CLIFTON LARSON ALLEN LLP

**The complete audit report can be viewed at
the following link:**

**[https://acrobat.adobe.com/id/urn:aaid:sc:
US:6789c88f-59f9-4e91-ba2d-
ceedb4536307](https://acrobat.adobe.com/id/urn:aaid:sc:US:6789c88f-59f9-4e91-ba2d-ceedb4536307)**



Honorable Mayor and Members of the Board of Commissioners
Town of Redington Beach, Florida
Redington Beach, Florida

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund, of the Town of Redington Beach, Florida (the Town) as of and for the year ended September 30, 2024, and have issued our report thereon dated August 15, 2025. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit in our audit in our Statement of Work dated August 8, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Town of Redington Beach, Florida are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during 2024.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no accounting estimates affecting the financial statements which were particularly sensitive or required substantial judgements by management.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We identified no significant unusual transactions.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

Corrected misstatements

The attached schedule summarizes all misstatements (material and immaterial) detected as a result of audit procedures that were corrected by management.

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated August 15, 2025.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Required supplementary information

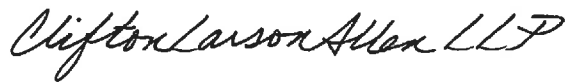
With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during

the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

Supplementary information in relation to the financial statements as a whole

With respect to the Budgetary Comparison Schedule – Capital Projects Fund (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated August 15, 2025.

This communication is intended solely for the information and use of the Honorable Mayor and Members of the Board of Commissioners and management of Town of Redington Beach, Florida and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Tampa, Florida
August 15, 2025

Town of Redington Beach, Florida
Summary of Corrected Misstatements

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 2			
To reverse an entry made to AP in FY24 that relates to FY25			
202000-101	Accounts Payable	24,779.00	
512265-101	Property Insurance		24,779.00
Total		24,779.00	24,779.00
Adjusting Journal Entries JE # 3			
To reclass expenses not related to the Town's Law Enforcement Contract Services			
524310-101	Code Enforcement Services	2,612.00	
521340-101	Law Enforcement Services-Cont		2,612.00
Total		2,612.00	2,612.00
Adjusting Journal Entries JE # 4			
To include amount in AP related to FY24			
572341-101	Storm Debris Collection	4,400.00	
202000-101	Accounts Payable		4,400.00
Total		4,400.00	4,400.00
Adjusting Journal Entries JE # 2			
To record CIP and AP not previously recorded			
165000-400	Construction in Progress	110,398.00	
202000-400	Accounts Payable		110,398.00
Total		110,398.00	110,398.00

Agenda Item 8. CONSENT AGENDA

A. Bill list for day ending September 26th, 2025

B. Minutes for regular meeting of August 6th, 2025

Check Register Report

Date: 09/24/2025

Time: 3:27 pm

Page: 1

Town of Redington Beach

BANK: VALLEY BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
VALLEY BANK Checks								
12636	09/03/25	Printed			APEX OFFIC	APEX OFFICE PRODUCTS	sheet protectors	9.54
12637	09/03/25	Printed			CHARTER CC	CHARTER COMMUNICATIONS	8/8/2025 -9/7/2025	359.99
12639	09/03/25	Printed			DUKE	DUKE ENERGY	7/12/2025 - 8/12/2025	9,419.13
12640	09/03/25	Printed			JORGE M	JORGE MARIN, P.A.	Spec. Mag. Hearing 8/19/25	924.00
12641	09/03/25	Printed			MOSTONS	MOSTON'S BUISNESS & SPORTING	Work shirts for the Mayor	47.00
12642	09/03/25	Printed			P.C.SHERIF	PINELLAS COUNTY SHERIFF'S	Law enforcement serv. 08/2025	28,003.00
12643	09/03/25	Printed			PIN-TAX CO	PINELLAS COUNTY TAX COLLECTOR	Tax Payer Refund	124.10
12645	09/03/25	Printed			P.C. UTIL	PINELLAS COUNTY UTILITIES	6/3/2025 - 7/31/2025	404.15
12646	09/03/25	Printed			PCU	PINELLAS COUNTY UTILITIES	Stormwater	366.60
12647	09/03/25	Printed			PRIMO	PRIMO BRANDS	Water Delivery	59.64
12648	09/03/25	Printed			SITE ONE L	SITE ONE LANDSCAPE SUPPLY LLC	Herbicide	467.81
12650	09/03/25	Printed			TRASK	TRASK, DAIGNEAULT, LLP ATTORNE	Code Enforcment Serv. July '25	18,347.00
12651	09/16/25	Printed			ANIEVES	ADRIANA NIEVES	Mileage for brick pick-up	75.88
12652	09/16/25	Printed			APEX OFFIC	APEX OFFICE PRODUCTS	Copy Paper	93.98
12653	09/16/25	Printed			AREA PRINT	AREA PRINTING	Business Cards	50.00
12654	09/16/25	Printed			CHARTER CC	CHARTER COMMUNICATIONS	Phone & Internet	359.99
12655	09/16/25	Printed			CLIFTON	CLIFTON LARSON ALLEN LLP	FY24 Audit	10,895.50
12656	09/16/25	Printed			KONICA	KONICA MINOLTA BUSINESS SOLUTI	Lease & Usage	177.13
12657	09/16/25	Printed			SITE ONE L	SITE ONE LANDSCAPE SUPPLY LLC	Herbicide	213.72
12658	09/16/25	Printed			TBTIMES	TAMPA BAY TIMES	R2025-03 R2025-04	430.00
12659	09/16/25	Printed			WATERBOYIN	WATER BOY INC	Water Delivery	26.99
Total Checks: 21							Checks Total (excluding void checks):	70,855.15
Total Payments: 21							Bank Total (excluding void checks):	70,855.15
Total Payments: 21							Grand Total (excluding void checks):	70,855.15

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/25/2025

Time: 12:51 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: 513 Finance & Admin							
101-513-513.495	Janitorial Service						
	ALL PURPOSE CLEANING	INV00077	September 2025 Office Cleaning	0	09/23/2025	09/23/2025	280.00
							280.00
Total Dept. Finance & Admin:							280.00
Dept: 521 Law Enforcement							
101-521-521.340	Law Enforcement						
	PINELLAS COUNTY SHERIFF	I-070125-2567	JULY 4th EXTRA DUTY	0	07/01/2025	07/01/2025	608.00
							608.00
Total Dept. Law Enforcement:							608.00
Dept: 572 Parks and Recreation							
101-572-572.340	Landscaping Exp						
	ROB'S CUTTING EDGE INC	8557	Abatement 16333 Redington Dr.	0	09/16/2025	09/16/2025	735.00
							735.00
Total Dept. Parks and Recreation:							735.00
Total Fund General Fund:							1,623.00
Grand Total:							1,623.00

Mayor Will

Vice Mayor Thompson

Commissioner Cariello

Commissioner Kornijtschuk

Commissioner Murray

ATTEST:

Adriana Nieves, CMC

Town Clerk



**TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, August 6th, 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, August 6th, 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	

*Town Attorney Eschenfelder attended by telephone.

Also in attendance was Tony Bryan, Building Official.

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

Public Forum: Michelle Brockhum 16218 2nd St E asked what the town can do about parking "squatters". Commissioner Murray suggested putting "No Trespassing" signs up to deter illegal parking. He also noted that parking in the swales is not allowed. Mayor Will suggested that Commissioner Murray speak with PCSO to come up with a solution.

Reports:

Public Safety

- Commissioner Murray reported that he met with Captain Camacho of PCSO and discussed some public safety issues.

Building/Code

- Vice Mayor Thompson reported that code enforcement has started special magistrate hearings for some short term rental properties, but the process is very slow. He asked residents to inform code enforcement officer Fitzgerald if they notice any short term rentals. He then reported that Building Official Rob Peebles was reassigned and introduced the new Building Official, Tony Bryan.

Public Works/Parks

- Nothing to report

Finance

- Commissioner Kornijtschuk reported that the budget for FY26 is in process of being completed.

Mayor

- Mayor Will reported that the RFP resulted in 5 proposals which would be discussed at a workshop on Monday, August 11th, 2025 at 6pm.

Town Clerk

- Town Clerk reported on updated Elevate Florida stats that include 38 Redington Beach properties that are moving forward in the process.

Town Attorney

- Attorney Eschenfelder reported that a suit has been filed against the Town regarding the short term rental program.

Boards and Committees

- Nothing to report

CONSENT AGENDA

- A. Bill list for day ending July 31st, 2025
- B. Minutes for regular Commission meeting of July 9th, 2025
- C. Minutes for Special Commission meeting of July 28th, 2025

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

UNFINISHED BUSINESS

- A. **Second reading and adoption: Ordinance No. 2025-01:** An Ordinance of the Town of Redington Beach, Florida, Amending § 10-7 of the Redington Beach Town Code Related to Appeals of Floodplain Administrator Decisions; Making Related Findings; Providing For Codification, Severability, and for an Effective Date. – Attorney Eschenfelder read the ordinance by title only. A motion by Commissioner Kornijtschuk to approve Ordinance 2025-01 and seconded by Commissioner Cariello. Commissioner Murray supported the ordinance amending 10-7. No public comment. Motion carried with a roll call vote.

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

NEW BUSINESS

- A. Interlocal Agreement for Multi-Modal Impact Fee Coordination – Tina Jablon, representing Forward Pinellas reported that the existing Multi Modal Impact Fee ILA needs to be updated to reflect certain changes mandated by the State. Attorney Eschenfelder noted that these impact fees are for new developments, and in Redington Beach, almost entirely developed, would most likely not collect impact fees. Discussion among Commission about impact fees and that

if property owners were charged an impact fee in error, the Building Department should refund the funds. A motion by Commissioner Kornijtschuk to approve the Interlocal Agreement and seconded by Commissioner Cariello. No public comment. Motion carried with a roll call vote.

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

- B. BIG-C Forward Pinellas appointment – Mayor Will reminded the Commission that he is stepping down as the representative of beach communities on the Forward Pinellas Board. The BIG-C members nominated Mayor Ann-Marie Brooks of Madeira Beach to replace Mayor Will on the Forward Pinellas Board. Consensus of the Commission to appoint Mayor Brooks.
- C. Waste Connections contract – Ian Boyle, Waste Connections representative, reported that Waste Connections contract is up for renewal. Mr. Boyle noted that Waste Connections has a great relationship with Redington Beach and would like to see that continue. Mr. Boyle also mentioned the passing of Waste Connections employee Bill Krimmel earlier this year. Attorney Eschenfelder recommends a 2-year extension to allow other waste companies a chance to bid for the town's contract. Mr. Boyle reminded the commission that the current contract locked in "pre-Covid" rates, which saves the residents significantly. Board discussion: Commissioner Kornijtschuk recommends a 2 OR 5 year contract extension. Commissioner Cariello supports a 5 year extension. Commissioner Murray supports a 1 year extension.

Public comment:

Greg Unger, 15829 Redington Drive supports a 5 year contract extension.

Leslie Wilkins 502 161st Avenue supports a 5 year contract extension.

Jim Hoffman 15910 Redington Drive supports a 5-year contract extension.

Brenda Greenwald, 15806 1st St E supports a 5 year contract extension.

A motion by Commissioner Kornijtschuk to approve a 5 year contract extension with Waste Connections and seconded by Commissioner Cariello. Motion carried with a roll call vote.

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

OTHER BUSINESS

Commissioner Cariello had some personnel questions and posed them to Attorney Eschenfelder. Commissioner Cariello requested guidance about staff salary increases and the timing of such

increases. Commissioner Cariello also asked if elected officials were “allowed” to attend town committee meetings, which Attorney Eschenfelder confirmed was allowed, however, an elected official can only submit written information and not speak publicly.

Regular meeting was adjourned at 7:30pm.

Adopted: October 1st, 2025

Adriana Nieves, CMC, CFM
Town Clerk

Agenda Item 9 A.

Contract for Building Department Services

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

This Professional Services Agreement ("Agreement") is made and entered into on this 10th day of September, 2025 (the "Effective Date") 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."

WHEREAS, on July 7, 2025, Town issued a Request for Proposal Number 25-0707 (the "RFP") for Building Official, Inspector, Plan Review, Building Codes and Permitting Services (the "Services"); and

WHEREAS, on August 11, 2025, the Town Commission evaluated the proposals received, determined Consultant was the top ranked Firm, and authorized Town staff to finalize negotiation of an agreement with the Consultant; and

WHEREAS, the Town staff and Consultant have subsequently agreed on the terms of this Agreement as are set forth herein; and

WHEREAS, Town Commission desires to retain Consultant to perform the Services under the terms of this Agreement and the Consultant is ready, willing, and able to perform the Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Town and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform the Services as set forth in **Exhibit "A"** (Scope of Services). The Services shall be performed in accordance with codes, amendments and ordinances adopted by the elected body of Town. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Town in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall, when providing the Services, ensure that it does so in full compliance with the requirements of Florida Statutes Chapter 553 and Florida Statutes Chapter 468, Part XII (Building Code Administrators and Inspectors). This compliance shall include ensuring the Town is in compliance with all requirements related to the development and update of a fee schedule and related utilization report, and to ensure the Town has posted any required information on its website.

Since the Florida Legislature has mandated each local government be prepared to respond to an increase in service needs after a hurricane or similar regional disaster, Consultant agrees that it will provide enhanced staffing services to the Town in such event, so that residents and owners are able to obtain timely FEMA determinations and subsequent permit reviews.

The Town understands that the Consultant intends to provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of **Exhibit C**.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Town and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually

beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, payment for Services performed is based in accordance with **Exhibit B** – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Town on a monthly basis for additional services, if any, and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Town may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Town will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Town will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

Notwithstanding the actual date(s) of execution, this Agreement shall be effective on the Effective Date. The initial Term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month Terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon sixty (60) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Town. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed sixty (60) days. Alternately, Town may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. TOWN OBLIGATIONS

Town shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Town has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS; LICENSES

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Town that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

In providing the Services, Consultant shall assign only licensed and qualified staff to perform the relevant services. Consultant shall also ensure that it assigns to any customer-facing duties personnel who are able and willing to communicate with calmness, precision, compassion, and knowledge. To that end, Consultant agrees that if the Town Commission concludes that any of Consultant's personnel are consistently not adhering to this requirement, Consultant will agree to assignment of a different member of its team at the earliest opportunity while ensuring continuity of services to Town residents and owners.

The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the scope of Services, and shall maintain same in good standing during the full term of this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Town. Town shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Town under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Town agree that Consultant will provide similar service to other clients while under contract with Town and Town acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Town. Town may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Town, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Town. Except where required by Town to use Town information technology equipment or when requested to perform the services from office space provided by the Town, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Town and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Town for purposes of Section 768.28 Florida Statutes.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Town, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Town. Consultant

may subcontract any or all of the services to its Affiliates without notice to Town. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Town prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the Town, its elected and appointed officials, employees and volunteers and others working on behalf of Town, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Town.

Consultant's indemnification liability as set forth above shall be limited to the dollar amounts of the insurance limits set forth in Section 14 of this Agreement.

Nothing herein shall be interpreted as a waiver by the Client of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Client expressly reserves these rights to the full extent allowed by law.

13. HUMAN TRAFFICKING AFFIDAVIT

The Consultant shall provide the Town with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the Town's staff.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products.

The policy shall contain a severability of interest provision and shall be endorsed to include Town and Town's officers, employees, and consultants as additional insureds.

- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Town shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Town.

15. THIRD PARTY RELIANCE

This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Town shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Town. Subject to the preceding, as between Town and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Town when Consultant has been compensated for the same as set forth herein, and Town shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 12, with respect to (i) the use by Town of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Town's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Town Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Town will be exported into a CSV file and become property of Town. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Town will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may

download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Town without the prior written consent of Town or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Town of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Town when assigned employee(s) is unavailable.

20. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

Consultant shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Consultant's officers, employees, agents, or subcontractors, or the performance of the Services. Additionally, the Consultant agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status. Consultant shall ensure that to the extent any building department customer of the Town requires an accommodation under Title II of the ADA, Consultant shall ensure such accommodation is made to allow the customer to access the Services.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274(A)(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Town.

Pursuant to Florida Statutes § 448.095(5), Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with Town cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Town that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Town shall terminate this Agreement. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Town shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Town pursuant to this Agreement ("Service Providers"), or who interacted with Town in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Town hires any such employee during the specified period, Town shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Town:

Town Clerk
Town of Redington Beach
105 164th Avenue
Redington Beach, FL 33708
Email: info@townofredingtonbeach.com

If to Consultant:

Matthew K. Causley, President
M.T. Causley, LLC
10720 Caribbean Blvd, Suite 650
Cutler Bay, FL 33189
Email: mtc@mtcinspectors.com

24. FORCE MAJEURE

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Town's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. SCRUTINIZED COMPANIES

Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter, or renew, this Agreement if:

- (i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
- (ii) The Consultant engages in business operations in Cuba or Syria; or
- (iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Town if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Town within ten (10) days of the date of such occurrence.

In the event the Town determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Town may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes § 287.135. In addition, the Town may pursue any and all other legal remedies against the Consultant.

30. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to Code of Ethics and investigation and/or audit by the Inspector General. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same. Consultant shall not provide "private provider" inspection or plans review services to any person or entity related to any property within the Town's borders during any Term of this Agreement.

31. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Town to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Town's custodian of public records, provide copies to Town within a reasonable time and public access to said public records on the same terms and conditions that Town would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Town all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Town in a format that is compatible with the information technology systems of Town.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT ADRIANA NIEVES, THE CUSTODIAN OF PUBLIC RECORDS AT 105 164TH AVENUE, REDINGTON BEACH, FL 33708; EMAIL: TOWNCLERK@TOWNOFREDINGTONBEACH.COM; PHONE: 727.391.3875.

32. PERSONAL IDENTIFYING INFORMATION

Pursuant to Florida Statutes § 287.138, in the event the performance of the Services would require the Consultant to possess the personal identifying information of citizens provided by the Town, Consultant will be required to complete a Foreign Country of Concern Attestation.

33. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement shall be in the Sixth Judicial Circuit of Florida for Pinellas County, or, as to federal

litigation, in the United States District Court, Middle District of Florida, Tampa Division, and each Party waives any and all jurisdictional and other objections to such exclusive venue.

34. SIGNATURE; COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Pursuant to the Florida Uniform Electronic Transaction Act, Florida Statutes § 668.50, the Parties agree that this Agreement may be executed by means of electronic signature(s).

35. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

36. SEVERABILITY

In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.

37. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

38. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

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

M.T. CAUSLEY, LLC

TOWN OF REDINGTON BEACH, FLORIDA

Matthew K.
By: Causley
Name: Matthew K. Causley
Title: Chief Operating Officer
Date: September 10, 2025

Digitally signed by
Matthew K. Causley
Date: 2025.09.10
11:30:23 -04'00'

By: _____
Name: David Will
Title: Mayor
Date: _____

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, Municipal staff, contractors and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as requested
- Responsible for reporting for Town – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, and Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- Provide qualified individuals to perform the functions of this position
- Facilitate the permitting process from initial permit intake to final issuance of permit
- Review submittal documents and request missing information to ensure packets are complete
- Provide front counter customer service as necessary
- Answer questions concerning the building process and requirements at the counter or over the phone
- Form and maintain positive relationships with Municipal staff and maintain a professional image
- Determine permit fees, if requested
- Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- Provide inspection scheduling and tracking to ensure code compliance
- Act as an office resource to inspectors in the field
- Process applications for Municipal Boards and Commissions – if requested
- Provide input, tracking and reporting to help increase efficiencies

Floodplain Management Services

- Facilitate and assist with the floodplain oversight program as established by Town
- Assist Town with Municipal CRS audit and provide assistance on improving Municipal CRS rating
- Assist in the preparation of annual re-certification statements for continuing program compliance
- Review elevation certificates for new construction projects
- Assist the Town on all required flood plain documentation and elevation certificates before issuance of certificate of occupancy
- Assess current practices to help ensure Town is credited with eligible CRS program elements and maintain or improve current classification rating
- Provide assistance with the establishment of a Program for Public Information (PPI) to increase public awareness and earn higher CRS program ratings to reduce flood insurance premiums
- Oversee the administration of the Town's Floodplain Code, including the making of determinations related to substantial damage/substantial improvement related to permit applications

Emergency Response Services

In cases of natural disaster, Consultant will provide emergency disaster response including:

- Rapid assessment of the structural integrity of damaged buildings using appropriate forms
- Determine whether structures are safe for use or if entry should be restricted or prohibited
- Post the structure with the appropriate placard
- Coordinate any disaster or emergency response with the appropriate local, state or federal agency(s)
- Track all hours and expenses for reimbursement from federal agencies when appropriate
- Survey construction sites for control of debris hazards
- Coordinate emergency permitting procedures

Quasi-Judicial and Reporting Services

- Consultant will work with Town to develop a mutually agreeable reporting schedule and format.
- Consultant will ensure the Town is compliant with all reporting and website posting requirements associated with Florida Statutes Chapter 553 (but shall have no responsibility to upload to or maintain the Town's website).
- The assigned Building Official will assist the Town in reviewing applications for variances, special exceptions, SD/SI appeals, and similar matters, and will develop related staff reports and recommendations regarding such applications and will periodically attend and testify at Board of Adjustment or Special Magistrate hearings related to such applications.

FEE SCHEDULE ANALYSIS

- Consultant will assist the Town with an initial, and future periodic reviews of its fee schedule to ensure the adopted fee schedule satisfies the standards set forth in Florida Statutes Chapter 553.

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- Provide Community Core in accordance with the terms and conditions of **Exhibit C**.

3. MUNICIPAL OBLIGATIONS

- Town will provide zoning administration for projects assigned to Consultant

4. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis during mutually agreed upon hours
- Building Official or designated representative will be available at Consultant's office during agreed hours
- Permit Technician will be available at Consultant's location (5) days a week; Monday – Friday for eight (8) hours a day
- Inspectors will be dispatched on an as-requested basis
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant will be available by phone and email including an after-hours emergency number

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Town prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	– Single-family within	10 business days	10 business days or less
	– Multi-family within	10 business days	10 business days or less
	– Small commercial within (under \$2M in valuation)	10 business days	10 business days or less
	– Large commercial within	20 business days	10 business days or less

(Balance of page left intentionally blank)

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: – Building Official – Plan Review – Inspections – Permit Technician – Floodplain Management	100% of permit fees collected by Consultant
Community Core Software	No charge

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

* Municipality will adopt Pinellas County's permit fee schedule for building department services

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.

EXHIBIT C-TERMS & CONDITIONS

Meritage Systems CommunityCore: Description of Services

TOWN OF REDINGTON BEACH, FL

This order form is subject to the [terms of service](#) and [privacy policy](#).

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
CommunityCore Including InspectorConnect iOS mobile app for building and code inspections	☒	\$0.00	\$0.00	3
Legacy Data Import: Permitting Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV	☐	\$	\$	
GIS Integration: Permitting	☐	\$	\$	
Contractor & Business Licensing	☒	\$	Included	
CommunityConnect Online Permitting Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans	☒	\$0.00 Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing	\$0.00	3
Online Payments Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider	☒	\$	NA	
System Training	☒		NA	
Total:		\$0.00	\$0.00	3

CommunityCore Permit Management Features:
PAYMENT SHALL BE PURSUANT TO SECTION 5

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspectorConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use ("Agreement") constitute a contract between Meritage Systems, Inc., with offices at 444 N. Cleveland Ave., Suite 444, Loveland, CO 80537 ("Meritage"), and you ("Customer"). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

1. Definitions. For purposes of this Agreement the following terms have the following meanings:

- a. "Account" means an account allowing access to the Services created in Customer's name.
- b. "Fees" means the fees for the Services.
- c. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
- d. "Customer Information" means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
- e. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- f. "Go-Live Date" means the date on which the Services, hosted on a Production Server, become active.
- g. "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- h. "Order Form" means the form executed by the parties that describes the Services and any setup fees associated with the Services.
- i. "On-boarding" means the Set-Up and the Training, as specified in the Order Form.
- j. "Production Server" means the server on which the Services will be hosted.
- k. "Start of Service Date" is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- l. "Services" means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at www.app.communitycore.com and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites").
- m. "Set-Up" means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
- n. "Set-Up Fees" means the fees for Set-Up specified in the Order Form.
- o. "Subscription Fees" means the annual subscription fee specified in the Order Form.
- p. "Technology" means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- q. "Training" means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
- r. "User ID" means each unique User identification name and password used for access to and use of the Services through the Account.
- s. "User" means anyone accessing the Services through Customer's Account.

2. Customer's Access To And Use Of The Services.

- a. Customer's Right to Access the Services. Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer.

- b. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
- c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
- d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at www.app.communitycore.com. The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
- e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

- f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
- g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

3. Set-Up.

- a. Set-Up Services. Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. Customer Responsibilities and Certain Restrictions on Set-Up. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. Acceptance. The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

4. Training.

- a. Training Services. Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
- b. Delivery. All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
- c. Customer Responsibilities and Certain Restrictions. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
- d. Verification of Set-Up. Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

5. Fees And Payment.

- a. . Fees. On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will

not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

- b. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

6. Confidentiality.

- a. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- b. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
- c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

- d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
- e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

7. Ownership.

- a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
- b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

8. Data.

- a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.
- b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

9. Term and Termination.

- a. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment

within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

10. Warranties and Disclaimers.

- a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;.
- b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
- c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

11. Certain Liabilities, Limitation of Liability.

- a. Customer will, at Customer's own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use by

Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

- b. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. General Provisions.

- a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
- c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.
- e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
- g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- h. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.
- i. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
- j. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Exhibit "A"
Building Department Fee Schedule

Building

Permit Type	Fee (\$)
Change of Occupancy /Change of Use	125
Residential Fence (includes plan review)	125
Residential Pre-Fab Accessory Bldg (includes plan review)	125
Residential Accessory Structure (includes plan review)	175
Residential Natural Gas Generator (includes plan review)	275
Res HVAC Change Out (includes plan review)	175
Residential Shutters With or Without Electric	300
Residential Interior Remodel /Alteration	Declared Valuation plus plan review
Residential Reroof (includes plan review)	200
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	600
Pool Renovation plus plan review	275
Hot Tub/Spa (Stand Alone Not Part of Pool) plus plan review	150
Garage Door Replacement plus plan review	100
Pool Enclosure plus plan review	125
Pool Heater (includes plan review)	100
Water Heater Change Out (includes plan review)	100
Photovoltaic plus plan review	150
Concrete Restoration plus plan review	250
Dumpster Slab and Enclosure plus plan review	200
Pre-Fab Accessory Bldg	Declared Valuation plus plan review
	150
Window/Door Replacement Up to 10 Openings	Each additional opening - 5 each
Residential Demolition of Complete Structure plus plan review	150
Low Voltage Lighting plus plan review	150
Commercial Fence or Wall plus plan review	200
Hood plus plan review	300
Commercial Natural Gas Lines / Tank / Generator plus plan review	500
Commercial HVAC Change Out plus plan review	375
HVAC Duct Work Only plus plan review	125
Mobile/Manufactured Home plus plan review	200
Commercial Walk-In Cooler plus plan review	250
Commercial Shutters With or Without Electric	300

plus plan review	
Commercial Interior Renovation/Alteration/Remodel	Declared Valuation plus plan review
Commercial Demolition Complete Structure plus plan review	250
Commercial Reroof plus plan review	200
Structure Moving	750
Pier/Boathouse/Davit	Declared Valuation plus plan review
Seawall Repair	Declared Valuation plus plan review
Re-inspection Fee	150
Foundation Only	20% of Plan Review and Permit Fees
Temporary Underground Service (T.U.G.) and Pre-Power Inspections Commercial and Residential	100
Sign (Per Sign) (includes plan review)	225
Construction Trailer/Office plus plan review	400
Commercial Accessory / Awning / Canopy	Declared Valuation plus plan review

Miscellaneous Building Fees	Fee(s)
Change of Contractor	75
Temporary Certificate of Occupancy	
1st TCO	Included in Permit
Each Subsequent Request	500
Duplicate Certificate of Occupancy, Certificate of Completion Request or Duplicate Placard	25
Permit Extensions	
1st Extension	50
Each Subsequent Extension	250
Permit Reinstatement (Reinstatement of expired permit)	300
Flood location/flood zones reviews	50
After-the-fact permit fees	Shall be two (2) times the normal permit fees
Early Start Permit (Interior work prior to first required inspection)	150
Damage pre-permit inspection, Fire or Structural (Includes Building and Electrical inspection)	200

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	\$75.00 per inspections
\$10,001 to \$50,000	\$75.00 for first \$10,000 plus \$10.50 for each additional \$1,000 or fraction thereof to and including \$50,000
\$50,001 to \$100,000	\$415 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	\$752.50 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	\$3,152.50 for the first \$500,000 plus \$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000.00
\$1,000,001 to 10,000,000	\$5,652.50 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	\$5,652.50 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 \$100 min.	
Plot plan/zoning reviews	75
Flood Zones – Substantial Damage/Improvements	Add 25% of the plan review fee
Commercial Plan Review Fee = 50% of permit and inspections fee \$125 min.	
Building code site plan reviews	125
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%

Agenda Item 9 B.

Waste Connections Contract Extension

**SECOND AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR THE
COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE
AND RECYCLABLE MATERIALS**

This Second Amendment to the Exclusive Franchise Agreement for the Collection, Hauling, Recycling, and Disposal of Municipal Solid Waste and Recyclable Materials (the "Second Amendment") is entered into this ____ day of September, 2025, by and between Waste Connections of Florida, Inc. (the "Service Provider") and the Town of Redington Beach, Florida (the "Town").

RECITALS:

WHEREAS, the Town and Service Provider entered into that Exclusive Franchise Agreement for the Collection, Hauling, Recycling, and Disposal of Municipal Solid Waste and Recyclable Materials dated as of October 1, 2024 (the "Original Agreement") to provide collection, hauling, and disposal services for garbage and recycle collection throughout the Town (as such terms are defined in the Agreement);

WHEREAS, the Town and the Service Provider subsequently entered into that certain First Amendment to the Exclusive Franchise Agreement for the Collection, Hauling, Recycling, and Disposal of Municipal Solid Waste and Recyclable Materials, dated on or about March 25, 2021 (the "First Amendment") and together with the Original Agreement, the "Agreement"; and

WHEREAS, the County and the Company mutually desire to extend and otherwise amend the Agreement as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of these premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Term. Pursuant to Section 11 of the Agreement, the Agreement naturally expires on November 30, 2025. The parties may mutually agree to extend the Agreement for a successive five (5) year period. The parties hereby agree to enter into such renewal period and, as such, the term shall now expire on November 30, 2030. For the avoidance of doubt, Section 11 may otherwise be deleted in its entirety and replaced with the following:

“The term of this Agreement shall commence on October 1, 2014 and conclude on November 30, 2030. At the expiration of the term of this Agreement, the Agreement may be extended for one (1) additional successive period of five (5) years upon the mutual written agreement of the parties.”

2. Rates. On December 1, 2025, Section 8.A. shall be deleted in its entirety and replaced with the following (including replacing the First Amendment’s Exhibit A with the Exhibit A attached hereto and incorporated herein):

“Beginning December 1, 2025 through November 30, 2026, the Service Provider shall charge the rates set forth on **Exhibit A**, attached hereto and incorporated herein. On December 1, 2026, the rates set forth shall be increased pursuant to Section 9 of the Agreement. These rates apply to all Residential Units that are located within the Town’s corporate limits and billed by the Town for water and sewer services.”

3. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this Second Amendment.

4. Entire Agreement. The Agreement and this Second Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof

5. Counterparts; Facsimile Signatures. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Second Amendment between the parties hereto, and it shall not be necessary for the proof of this Second Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.

WASTE CONNECTIONS OF FLORIDA, INC. TOWN OF REDINGTON BEACH, FLORIDA

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

ATTEST

By: _____
Title: _____

Exhibit A
Redington Beach Rates Effective 12/1/25 to 11/30/26

	<u>Rate</u>
RESIDENTIAL RATE	\$ 21.97
BACKDOOR/WALK UP	\$ 23.95

Front-End Container Rates

<i>Front-End Container Size</i>	<i>1x</i>	<i>2x</i>	<i>3x</i>	<i>4x</i>	<i>Extra Dump</i>
<i>2YD</i>	<i>\$82.46</i>	<i>\$148.61</i>	<i>\$214.81</i>	<i>\$281.02</i>	<i>\$196.96</i>
<i>3YD</i>	<i>\$103.98</i>	<i>\$187.83</i>	<i>\$271.72</i>	<i>\$355.63</i>	<i>\$196.96</i>
<i>4YD</i>	<i>\$124.65</i>	<i>\$226.20</i>	<i>\$327.73</i>	<i>\$429.24</i>	<i>\$196.96</i>
<i>6YD</i>	<i>\$166.21</i>	<i>\$303.10</i>	<i>\$440.02</i>	<i>\$576.93</i>	<i>\$196.96</i>
<i>8YD</i>	<i>\$208.36</i>	<i>\$370.91</i>	<i>\$552.10</i>	<i>\$733.30</i>	<i>\$196.96</i>

Agenda Item 9 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.

ORDINANCE NO. 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.

WHEREAS, on December 21st 2022, the Town Commission adopted Ordinance 2022-15 to create detailed regulations related to the operation of vacation rentals within the Town; and

WHEREAS, since that time, numerous vacation rentals have successfully registered with the Town and are operating within the Town in full compliance with the Town's Codes; but

WHEREAS, certain owners of properties within the Town who wish to operate their properties as vacation rentals have complained that they do not understand the Town's regulations, or have given meanings and interpretations to the Code which are intentionally extreme and which are not intended; and

WHEREAS, in order to assist these owners and to provide greater clarity on their complaints, the Town Commission finds that it is necessary 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. Article VIII (Short Term Rental Regulations) of Chapter 12 of the Redington Beach Town Code is hereby amended as follows:

ARTICLE VIII. – SHORT TERM RENTAL REGULATIONS

DIVISION 1. GENERAL PROVISIONS

Sec. 12-150. – Definitions.

The following terms as used in this chapter are defined as set forth hereinafter:

Bedroom means any room in a vacation rental which has a bed or other place for sleeping and a separate closet that is an integral part of the permanent construction within the bedroom or an ensuite bathroom, and which has been reflected as a bedroom on the construction plans approved by the town's building official, and which complies with the Florida Fire Code and Florida Life Safety Code as a bedroom, but shall not include a bathroom, a kitchen, a dining room, a family room, a sunroom, a closet, a utility room, a laundry room, or any main living area. If a room has been added, altered, or converted without any required building permit having been granted, such room shall not be deemed a bedroom.

Town Code shall mean the town's codified code of ordinances including the zoning code, all uncoded ordinances, the town's comprehensive plan, and the future land use map.

Living area. The area under roof designated primarily for habitation and specifically excluding garages. As used in this article, the total living area shall be computed as follows: The exterior dimensions of all enclosed spaces within the framework of the building unit (length and width), multiplied and totaled, as follows:

- (1) Any room or area accessible from any other room or area within the framework shall constitute living area.
- (2) A room or area must be totally enclosed by walls and covered by roofing.
- (3) A room or area must be protected from the elements.
- (4) A utility room within the framework of the main building and accessible within the main living area constitutes living area.

Occupant means any person who occupies a vacation rental.

Overnight means being present in the vacation rental at any time between the hours of 9 p.m. and 7 a.m.

Owner occupied means the vacation rental is then occupied by person(s), at the vacation rental owner's consent, who do not pay rent for the occupancy of the vacation rental, when such persons are members of the family of the vacation rental owner. Family member shall mean spouses, former spouses, non-cohabitating partners, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who have a child in common regardless of whether they have been married or have resided together at any time.

Peer-to-peer platform/entity shall mean any person, service, business, company, marketplace, or other entity that, for a fee or other consideration, provides property owners and responsible parties a platform or means to offer vacation rentals to transient occupants whether through the internet or other means.

Responsible person shall mean the owner, or the natural person designated by the owner of the vacation rental to be called upon to answer for the maintenance of the vacation rental and the conduct and acts of vacation occupants of residential properties. A corporation, partnership, or other legal entity cannot be a responsible person, but if such entity is the owner or manager of the vacation rental, such entity may designate the responsible person.

Transient public lodging establishments means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

Vacation rental shall mean a vacation rental as defined by Florida Statutes § 509.242(1)(c).

Vacation rental owner is the fee simple owner of the vacation rental, whether an individual, partnership, corporation, limited liability company, trust, or other entity. In the event the vacation rental owner is not an individual, the vacation rental owner shall designate a responsible natural person to perform the functions and duties of a vacation rental owner herein. The duties and functions of a vacation rental owner may, at the option of the vacation rental owner, be performed by an agent of the vacation rental owner, so long as the vacation rental owner notifies the town in

applicable registration and inspection fees established by the town shall be submitted at the same time as the application form.

- (c) A registration application shall, at a minimum, include the following:
- (1) Address of the vacation rental property being registered, along with proof of ownership, which may be in the form of a deed or copy of the property appraiser's website information on the property;
 - (2) Name, address, phone number, and e-mail of the property owner and the date upon which the owner took title to the property;
 - (3) Name, address, e-mail, and emergency contact phone number of responsible person for the vacation rental, which shall be a twenty-four (24) hour, seven (7) days a week contact number;
 - (4) The vacation rental's current and active license number as a transient public lodging establishment with the Florida Department of Business and Professional Regulation (DBPR);
 - (5) A copy of the vacation rental's current and active certificate of registration with the Florida Department of Revenue and Pinellas County for sales and tourist development tax collection, respectively, if the registrant has such certificates or accounts; unless a peer-to-peer platform entity through which the vacation rental is booked will be remitting all such taxes associated with the vacation rental on the responsible person's behalf;
 - (6) Business tax receipt from the town, in accordance with article III of chapter 20 of the code;
 - (7) Statement attesting to the number of bedrooms and paved off-street parking spaces available on the property with affirmation that "no on-street parking" will be allowed and that the parking plan submitted by the owner will be followed by the owner's guests;
 - (8) Exterior site plan. An exterior plan of the vacation rental property produced by an architect, engineer or professional draftsman, or through the use of color overhead digital photographic images, shall be provided. The plan shall depict and identify the outer boundaries of the property, and all structures, docks, sheds, paved parking areas, pools, spas, hot tubs, and fencing. For purposes of the plan, off-street parking spaces allowed by the code to be used for parking shall be delineated so as to enable a fixed count of the number of spaces provided.
 - (9) Interior structural plan by floor. An interior structural plan of the vacation rental structure by floor, produced by an architect, engineer or professional draftsman, or through the use of color digital photographic images depicting the same information, shall be provided. The interior structural plan shall depict a floor layout identifying all spaces on each floor, and shall label each space as a bedroom (as defined by this article), bathroom, kitchen, office, den, dining room, family room, sunroom, closet, utility room, laundry room, hallway, stairway, or any other spatial element of the structure.
 - (10) Acknowledgement signed by the owner, or owner's authorized agent, acknowledging and agreeing to initial and ongoing compliance with this article and all other town codes

and federal, state and county laws which are applicable to the owner's ownership, maintenance, repair, modification, and use of the vacation rental property;

- (11) An application must provide the phone number associated with the landline telephone required by § 12-176;
 - (12) A listing of the occupancy limit established by this article, calculated in the manner set forth in this article, and an acknowledgement that the owner will ensure compliance with the occupancy limit;
 - (13) A narrative parking plan acknowledging that no more than three passenger vehicles (cars, pickup trucks, wagons, suvs) may park on the vacation rental property at any one time, and outlining where vehicles will be parked and how guests will be made aware of the parking rules, including the prohibition against guests parking off-site;
 - (14) A copy of the conduct rules adopted by the owner which will apply to the conduct of the owner's guests, and a narrative statement setting forth how the owner will ensure each guest are provided a copy of, and made to acknowledge, these rules; and
 - (15) A statement attesting that the owner has made all structural revisions to the vacation rental property, and all operational policies have been adopted to ensure compliance with the Americans with Disabilities Act's requirements for places of public accommodation.
 - (16) A narrative statement setting forth how the owner will ensure each guest is provided a copy of, and make to acknowledge, the town rules which must be disclosed to each guest, including the town's rules related to solid waste storage, setting out solid waste on correct collection days, the noise restrictions associated with the vacation rental's use, the parking restrictions, and the quiet hour rules, all as are set forth in this article and as otherwise set forth in the code.
- (d) Forms must be fully completed, incomplete applications will not be processed. The town clerk does not have discretion to deny a registration application which is found to be complete, and which is found to satisfy the requirements of this article. If a registration application is found by the town clerk to be incomplete, or that the information submitted (such as the parking plan) does not satisfy a requirement of this article, the clerk will notify the applicant in writing setting forth the deficiencies to be addressed. The applicant will then be allowed fifteen (15) days to provide any missing information or to otherwise revise the application to make it compliant with this article. If an applicant disagrees with a determination of the clerk as to the completeness of an application, or an application's compliance with this article, the applicant may, within fifteen (15) days of the date of the clerk's determination, file a written appeal to the town commission. The appeal must set forth the specific factual and legal reasons supporting the applicant's appeal.

Sec. 12-162. – Modification/change of ownership of vacation rental registration.

- (a) An amendment of a vacation rental registration application and affidavit of compliance shall be required, with payment of the appropriate fee, in the event that any of the following changes to the vacation rental are proposed:
 - (1) An amendment to the owner's safety or parking plans.
 - (2) An amendment to the owner's conduct rules to be followed by guests.

- (3) A change in the designated responsible person.

Such amendments will be approved by the town upon a finding by the town clerk that the changed plans, rules or designation otherwise continue to comply with the requirements of this article.

- (b) A change of ownership, including transfers between legal entities under common control, shall require a new application, and shall be accompanied by the applicable application fee.

Sec. 12-163. – Duration of vacation rental registration.

A vacation rental registration shall be valid for one (1) year from the date the application is approved. An approved registration shall constitute permission to operate the vacation rental.

Sec. 12-164. – Renewal of vacation rental registration.

A vacation rental owner must renew its registration annually prior to the expiration date of the previous vacation rental registration and is subject to an annual inspection and applicable fees.

Sec. 12-165. – Inspection of vacation rentals.

- (a) To verify compliance with the Florida Building, Fire, and Life Safety Codes applicable to the vacation rental property, and to verify the interior and exterior plans submitted with the application accurately depict the conditions on and in the property, and to ensure all required safety equipment such as phone line and fire extinguishers are properly installed, and to verify the guest conduct information is properly displayed, each vacation rental shall, in conjunction with its initial or annual renewal application, be inspected by the town building official. The town will endeavor to coordinate an inspection date with the owner and complete the inspection process prior to the expiration of an existing registration period. However, only as to renewing applicants, if the availability of the building official causes a delay in that process, the town clerk is authorized to allow the vacation rental to continue operating on an interim basis for up to thirty days. Newly-registering vacation rentals may not begin operating until the application process, including the associated inspection, is completed. Where an owner has requested an inspection pursuant to this section and has provided at least three dates on business days between 9 a.m. and 5 p.m. where the inspection may occur, but the building official is unable to perform the inspection on any of the dates offered, then the vacation rental shall be permitted to operate on an interim basis so long as the owner continues to offer new dates to the building official which are within thirty days of the last date the building official was unable to inspect. Nothing herein prohibits the building official and an owner from coordinating a mutually acceptable date and time for inspection.
- (b) If instances of noncompliance are found, all such instances of noncompliance shall be handled either as violations of the Florida Building, Fire, or Life Safety Codes are otherwise handled by the building official under state law and town code or, if the violation is not related to a code under the jurisdiction of the building official, it shall be referred to code enforcement and handled as a code violation.
- (c) Initial and annual inspections required under this section shall be made by the building official through coordinating an appointment with the vacation rental owner or the owner's authorized agent or responsible person. If an inspection date is set but the building official is, due to an action or inaction of the owner, the responsible person, or occupant, denied or otherwise

unable to make entry onto the property to conduct the inspection on the date set, the owner must re-apply for an inspection and pay an additional inspection fee. The re-inspection fee shall be paid prior to scheduling the re-inspection. Failure of a vacation rental owner agent, or responsible person, as applicable, to make the vacation rental available for an inspection within twenty (20) days after notification by the town in writing that the town is ready to conduct the annual inspection shall constitute a violation of this article. Such violation shall continue until the inspection is accomplished.

Sec. 12-166. – Sale of vacation rental property.

When title to a registered vacation rental is transferred due to sale or otherwise, the new owner shall file a new registration application within thirty (30) days from the date title changes to the new owner. A new owner may not continue to operate a currently-registered vacation rental if an application is not filed within the thirty-day period and any existing approved registration will expire on the thirty-first day from the date title changes.

Sec. 12-167. – Vested rights; waiver; estoppel.

Approval of a vacation rental registration shall not be construed to establish any vested rights or entitle the registered vacation rental to any rights under the theory of estoppel, nor shall it be construed as a waiver of any other requirements contained in the town code. It is not an approval of any other code requirement outside this article. The registration of a vacation rental is not an approval of a use or activity that would otherwise be illegal under state law or the Florida Building, Fire, or Life Safety Codes, or a violation of the code. In the event the town regains, either through judicial or legislative action, the authority to enforce Ordinance 08-01, the town will terminate all vacation rental registrations. In that event, the town will coordinate with registered owners to develop an orderly cessation of operations.

Sec. 12-168. – False information.

It shall be unlawful for any person to give any false or misleading information in connection with any application for registration, modification, or renewal of a vacation rental as required by this article. Vacation rental applications shall be sworn to under penalty of perjury. Any false statements made in an application shall be a basis for the revocation of any license issued pursuant to such application.

Sec. 12-169. – Duties of vacation rental owner and responsible person.

- (a) Every vacation rental owner, or responsible person if one is designated, shall be available by phone at the listed phone number twenty-four (24) hours a day, seven (7) days a week, including holidays, to respond to contact by the sheriff's department, fire department, or other emergency personnel, or by any other regulatory personnel of the town. Failure of the vacation rental owner or responsible person to comply with this requirement shall be a violation of this article.
- (b) Responsible person. If a vacation rental owner does not directly manage the registered vacation rental property owned by the owner, the owner shall designate a responsible person.
 - (1) The responsible person shall be available twenty-four (24) hours per day, seven (7) days a week, for the purpose of promptly responding to complaints regarding conduct or

behavior of vacation rental occupants or alleged violations of these regulations. This person must have authority to immediately address and take affirmative action, within one (1) hour of notice from the town or other relevant governmental agency, on violations concerning life-safety, noise, violent confrontations, trespassing, capacity limit violations, and parking violations. A record shall be kept by the town of the complaint and the responsible person's response.

- (2) An owner may change his/her/its designation of a responsible person temporarily, up to thirty (30) cumulative days during any consecutive twelve (12) month period, or permanently. While however, there shall only be one designated primary responsible person for each vacation rental property at any given time, an owner is permitted to designate one or more backup responsible person(s).
- (3) It shall be the sole responsibility of the property owner to appoint a reliable responsible person and to inform the town manager of his or her correct phone, email, and mailing address. Failure to do so shall not be a defense to a violation of this section. ~~Service of notice on the responsible person shall be deemed service of notice on the property owner, guest, occupant and violator.~~
- (c) A vacation rental owner or responsible person is responsible for ensuring sexual offenders/predators as defined in Florida Statutes §§ 775.21, 943.0435, 944.607, or 985.4815 register at the Pinellas County Sheriff's office following the process set forth in Florida Statutes § 775.21, forty-eight (48) hours prior to arrival at a vacation rental, regardless of the length of stay. Nothing in this subsection requires an owner or responsible person to conduct an independent background check on a guest and owners are entitled to rely on the information provided to them by guests.

A vacation rental owner and/or responsible person shall not knowingly violate ~~comply with~~ Florida Statutes § 775.215 pertaining to the distance separation of homes with a sexual offender/predator residing within the vacation rental and any business, school, child care facility, park, playground, or other places where children regularly congregate.

Failure to comply with this section shall, in addition to the institution of a code violation action, result in the revocation of the vacation rental's business tax receipt and vacation rental registration.

- ~~(d) The vacation rental owner or responsible person shall inquire at check-in if any guest of at the vacation rental is a sexual offender/predator as defined in Florida Statutes §§ 775.21, 943.0435, 944.607, or 985.4815. If any guest of a vacation rental public lodging is a sexual offender/predator as defined in those statutes, the operator shall immediately notify the Pinellas County Sheriff's Office.~~
- ~~(e) The vacation rental owner or responsible person shall obtain a copy of the photo identification of each vacation rental occupant who is 18 years of age or older prior to check-in, and shall maintain those records for a period of two years from the date of check-in and make such record available to the town upon request.~~
- (df) The owner or responsible person shall provide the town and post in a conspicuous place in the premises, the name, address and day/evening telephone numbers of the primary and any backup responsible person(s) and at least one such designated person shall be available

twenty-four (24) hours per day, seven (7) days a week for the purpose of promptly responding to complaints regarding conduct or behavior of vacation rental occupants or alleged violations of these regulations. Any change in the responsible person(s) shall require written notification to the town on forms provided by the town ~~and in a manner promulgated by the town upon payment of the applicable fees.~~

- (eg) Complaints to the responsible person concerning violations by occupants of vacation rental units to this section shall be responded to within a reasonable time but in no instance greater than one (1) hour. A record shall be kept of the complaint and the manager's response for a period of at least two (2) years after the incident, a copy of which shall be made available to the town upon request.
- (hf) An owner may change his or her designation of a responsible person; however, there shall only be one (1) primary responsible person for each vacation rental property at any given time. ~~Each To change the designated agent or responsible person, the owner shall notify the town in writing of the name, contact information and other information required in this subsection for the new responsible person, along with a signed affidavit from the new responsible person shall provide the owner written acknowledgement ing of the provisions receipt of a copy of this article and agreeing to serve in this capacity and perform the duties set forth in this article. Any notice of violation or legal process which has been delivered or served upon the previous responsible person, prior to the town's receipt of notice of change of the responsible person, shall be deemed effective service.~~
- (ig) It shall be the sole responsibility of the property owner to appoint a reliable responsible person and to inform the ~~town responsible person~~ of his or her correct phone number, email and mailing address. Failure to do so shall not be a defense to a violation of this section. No property owner shall designate as a responsible person any person who does not agree to expressly comply with the provisions of this section. ~~The property owner and the responsible person shall jointly and severally be deemed to be the "violation" of this article as the term is used in Florida Statutes § 162.06. By designating a responsible person, a vacation rental owner is deemed to agree that service of notice on the responsible person at the address listed by the owner shall be deemed service of notice on the owner, responsible person, and violating guest. Copies of all eCode violation notices shall also be provided to the property owner and other violators of this article in the manner set forth in Florida Statutes § 162.12. If, alternatively, a citation is issued by the code deputy, the citation process set forth in Florida Statutes § 162.21 shall be used.~~

DIVISION 3. STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

Sec. 12-175. – Generally.

The standards and requirements set forth in this article shall apply to the rental, use, and occupancy of vacation rentals in the town.

Sec. 12-176. – Minimum safety and operational requirements and limitations.

- (a) Each vacation rental shall comply with all requirements and standards under state law, including the Florida Building Code, the Florida Administrative Code, the Florida Swimming Pool Safety Act, and the Florida Fire Code and Life Safety Code.
- (b) Each vacation rental shall install, maintain and have ready for guest use at least one working landline telephone with the ability to call 911. This telephone shall be located in the common area on the first occupied floor of the vacation rental. The landline telephone number shall be registered at all times with Pinellas County Emergency Management for the purpose of receiving emergency alerts for items including, but not limited to, mandatory evacuations for hurricanes and requests to limit utility usage. Additionally, the landline telephone number shall be registered at all times with the Pinellas County utilities department for the purposes of receiving boil water alerts.
- (c) Each vacation rental shall post a copy of the town's rules required by § 12-161 either on the interior of the front door of the vacation rental, or on a wall within five feet of the front door. The rules shall be rendered in English, using a non-script font such as times new roman or arial, and shall be in a font no smaller than 14-point. If the town publishes rules applicable to vacation rentals on the town's website, the posted rules must, at a minimum, contain those rules.
- (d) Since vacation rentals are places of public accommodation, all vacation rentals shall be structurally modified in such a manner as to be compliant with the Americans with Disabilities Act and the Florida Accessibility Code. Owners shall ensure their operational policies and hosting platforms comply with the requirements of the Americans with Disabilities Act.
- (e) Each vacation rental shall post a copy of the owner's conduct rules required by § 12-161 either on the interior of the front door of the vacation rental, or on a wall within five feet of the front door. The rules shall be rendered in English, using a non-script font such as times new roman or arial, and shall be in a font no smaller than 14-point.
- (f) Each vacation rental shall post the occupancy capacity limit for the vacation rental. The occupancy capacity limit for the vacation rental shall be posted either on the interior of the front door of the vacation rental, or on a wall within five feet of the front door. The occupancy capacity limit shall be rendered in English, using a non-script font such as times new roman or arial, and shall be in a font no smaller than 20-point.
- (g) Each vacation rental shall post the name, email and phone number of the owner or designated responsible person. This information shall be posted either on the interior of the front door of the vacation rental, or on a wall within five feet of the front door, shall be rendered in English using a non-script font such as times new roman or arial, and shall be in a font no smaller than 14-point.

- (h) A vacation rental may not, either directly or through a third party or hosting platform, allow or provide for reservation of rented ad-ons such as the delivery to the vacation rental of boats, golf carts, jet skis, kayaks.
- (i) No vacation rental may ~~be~~ advertised or used as an event venue. Events which draw or invite persons other than the occupant guests who have rented the property from the owner, including weddings, family reunions, movie shoots, and corporate retreats, are prohibited.
- (j) No persons other than the occupants who have rented the property from the owner may remain in or on the property between the quiet time hours of 9 p.m. and 7 a.m.
- (k) No pool, spa, jacuzzi, or outdoor sport courts on the property of a vacation rental may be used by any person between the quiet time hours of 9 p.m. and 7 a.m.
- (l) Amplified music or other sound, including spoken voices, is strictly prohibited from being played at any time on the property of a vacation rental, except where such amplified music or sound is played within the residential structure, over speakers located only within and not on the exterior of the residential structure, and where the windows and doors of the vacation rental are closed.

Sec. 12-177. – Maximum occupancy based on site capacity/limitations.

- (a) The maximum occupancy of a vacation rental shall be stated in the vacation rental registration form, and shall be limited to two (2) occupants (as defined herein) per bedroom (as defined in this article), but with a maximum capacity of eight (8) persons.
- (b) The maximum occupancy restriction as set forth above shall not apply when the property is owner-occupied by the vacation rental owner, if the owner is a natural person.

Sec. 12-178. – Parking, solid waste disposal, legal compliance, evacuations, miscellaneous provisions.

- (a) All vehicles associated with the vacation rental, including the vehicles of temporary visitors present between the hours of 7 a.m. and 9 p.m., must be parked in compliance with the town's parking regulations and must be parked within the legal boundaries of the property and on a paved or bricked parking surface depicted in the registration application's parking diagram. Vehicles associated with the vacation rental are strictly prohibited from parking in any other manner or location within the town, including on any town sidewalk, street, right-of-way, swale, or grass parking. Recreational vehicles (RVs), boats, jet skis and similar watercraft, campers, and trailers may not be parked at vacation rentals. Commercial motor vehicles, as defined in § 21-1 may not be parked at vacation rentals.
- (b) Solid waste disposal (household garbage, recycling, and yard trash) created at vacation rentals shall be stored and put out for pick up in compliance § 18-30 through § 18-41 of the code, and on the day(s) of the week set out in the town's solid waste franchise agreement.
- (c) All persons renting and occupying a vacation rental shall comply with all local, state and federal laws applicable to their conduct at all times, including those related to illegal activities, the creation of nuisances, disturbances of the peace, and responses to emergency declarations.

- (d) Vacation rental occupants are required to participate in all mandatory evacuations due to hurricanes, tropical storms or other threats to resident safety, as required by state and local laws.
- (e) To the extent the town may in the future adopt a special events permitting program, neither a vacation rental property, nor a person renting or occupying a vacation rental, shall be eligible for a special event permit to be conducted on the vacation rental property.
- (f) No temporary storage containers may be stored on the vacation rental premises. The term "temporary storage container" shall mean any container, structure, box, cylinder, or crate made of any material not permanently affixed to real property, that is enclosed or capable of being enclosed on all sides, top and bottom, that is stored, placed, located or put on any real property within the town for the purpose of storing personal property, construction material, trash, refuse, garbage, debris, or other material or matter. Provided, however, with prior authorization from the building department a temporary storage container may be authorized during valid construction permit activity for this location. For purposes of this section, a garbage can or a recycling container, as those terms are defined in § 18-2 of the code, are not temporary storage containers.
- (g) No accessory structure, vehicle, recreational vehicle, trailer, camper, or similar apparatus shall be utilized or rented as a vacation rental.
- (h) Vacation rental occupants are prohibited from bringing any dog or cat onto the vacation rental property.
- (i) Vacation rental occupants shall not use or burn any tobacco product, including any pipe, cigar or cigarette, outside of the interior walls of a vacation rental.

Sec. 12-179. – Additional required local information provided in a vacation rental.

- (a) In addition to the information required to be posted in each vacation rental pursuant to § 12-176, there shall also be provided, in a prominent location on the inside of the vacation rental, the following written information:
 - (1) The official street address and landline telephone phone number of the vacation rental.
 - (2) A copy of a document to be supplied by the town which includes excerpts from town code provisions of general application relevant to vacation rentals to include solid waste pick-up regulations, noise regulations, and regulations related to sea turtles and sea turtle lighting.
 - (3) The maximum number of vehicles that will be allowed to park at the vacation rental, along with a sketch of the location of the paved off-street parking.
 - (4) The days and times of trash and recycling pickup.
 - (5) Phone number and address of HCA Florida St. Petersburg Hospital and HCA Florida Pasadena Hospital, and directions from the vacation rental to each hospital.
 - (6) Emergency and nonemergency phone numbers for the Pinellas County Sheriff's Office and Madeira Beach Fire Department.
 - (7) Emergency evacuation instructions and routes.

- (8) Rip currents are prevalent in the Gulf of Mexico, information from the National Weather Service, available via from <http://weather.gov> shall be provided to occupants on the dangers of rip currents that occur in the Gulf of Mexico.
- (9) Notice of the need for respect for the peace and quiet of neighborhood residents, especially between the quiet hours of 9 p.m. and 7 a.m. established in this article, and a statement that all occupants are prohibited from playing amplified music or sound outside of the vacation rental structure, and from making excessive or boisterous noise in or on the vacation rental property, at all times.
- (10) There shall be posted, next to the interior door of each bedroom, and the exterior doors exiting the vacation rental a legible copy of a building evacuation map—Minimum eight and one-half inches (8-1/2") by eleven inches (11").

Sec. 12-180. – Minimum life/safety requirements.

- (a) Swimming pool, spa, and hot tub safety. A swimming pool, spa, or hot tub shall comply with the current standards of Florida Statutes Chapter 515 Residential Swimming Pool Safety Act.
- (b) Smoke and carbon monoxide (CO) detection and notification system. There shall be a smoke and carbon monoxide detection system, installed and maintained in compliance with the requirements of Florida Building Code Residential, Sections R314 Smoke Alarms R315 Carbon Monoxide Alarms.
- (c) Fire extinguisher. Each vacation rental shall install and maintain a working AFFF (aqueous film-forming foam) or FFFP (film-forming fluoroprotein) fire extinguisher rated for use on both Class A and Class B fires on each floor. The fire extinguishers shall not be installed inside of a closet or cabinet, but rather must be installed on a wall in an area clearly visible to guests. Each fire extinguisher shall be installed and maintained in compliance with NFPA 10.
- (d) Battery powered emergency lighting. Battery powered emergency lighting, which illuminates automatically for at least one (1) hour when electricity is interrupted, is required at each building exit.

DIVISION 4. EXEMPTIONS

Sec. 12-185. – Exemption for pre-existing rental agreements.

Notwithstanding any other provision of this article, a rental agreement with prospective occupants for vacations rentals that were entered as of December 21st 2022 (hereinafter “pre-existing agreement”) is exempt from the provisions of this article to the extent any term of this article conflicts with a term of the pre-existing agreement.

If a vacation rental is cited for a violation of this article, (that would not be a violation if it were not for this article), when the vacation rental is occupied under the terms of a pre-existing agreement, the vacation rental owner may defend such violation based on the fact that the vacation rental was exempt from this article due to it being occupied pursuant to a pre-existing agreement. Such defense shall be determined based upon the following information, and upon any additional information supplied by the vacation rental owner or otherwise determined by the fact finder:

- (1) Copy of deposit or payment information evidencing that the agreement was a pre-existing agreement;

- (2) Copy of e-mail or other communication evidencing a binding pre-existing agreement;
- (3) Information from the occupant confirming that there was a binding agreement in a time-frame to make the agreement a pre-existing agreement under this chapter; or
- (4) Written vacation rental agreement dated prior to December 21st 2022.

If it is reasonably determined by the code enforcement deputy, and confirmed by the town's special magistrate, that any information supplied to the town in support of an application for exemption or in support of a defense based upon pre-existing agreement was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to a code enforcement proceeding and prosecution under Florida Statutes § 837.06.

Sec. 12-186. – Exemption for owner occupied vacation rentals

The provisions of this article shall not apply to owner occupied vacation rentals or property which is homestead under the Florida Constitution and Florida law from forced sale under any process of law. Any person desiring to qualify for the exemption herein shall file an affidavit in substantially the following form:

"Affidavit of Exemption"

State of _____

County _____

Before me the undersigned authority personally appeared _____ (hereinafter the "Owner") who upon oath deposes and states:

1. I am over the age of 18 and competent to make this Affidavit.
2. I own the following real property in the Town of Redington Beach, Pinellas County, State of Florida:

(Legal description and Street Address)

3. Check one or both as applicable:

() I currently occupy the property described in paragraph 2 above and have resided on this property continuously and uninterruptedly from (date) to the date of this Affidavit.

or

() I have applied for and received the homestead tax exemption as to the above-described property, that _____ is the tax identification parcel number of this property, and that the undersigned has resided on this property continuously and uninterruptedly from (date) to the date of this Affidavit.

4. The purpose of this Affidavit is to qualify for exemption from the Town of Redington Beach Vacation Rental Ordinance.

Sworn and subscribed before me by _____ this _____ day of _____ 20 _____

Notary"

Section 2. For purposes of codification of any existing section of the Redington Beach Code herein amended, words **underlined** represent additions to original text, words **stricken** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

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

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

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

ADOPTED ON FIRST READING on the 3rd day of September, 2025, by the Board of Commissioners of the Town of Redington Beach, Florida.

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

Attest:

David Will, Mayor

Adriana Nieves, CMC
Town Clerk

Tampa Bay Times

Published Daily

STATE OF FLORIDA) ss
 COUNTY OF HERNANDO, CITRUS, PASCO,
 PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE NO. 2025-02 was published in said newspaper by print in the issues of 09/17/25 or by publication on the newspaper's website, if authorized.

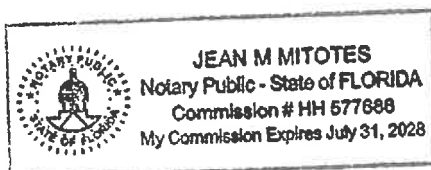
Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jes BowlingSworn to and subscribed before me this **09/17/2025**

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____

Jean M Mitotes

Public Notice Town of Redington Beach

ORDINANCE NO. 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.

The second reading and adoption of this ordinance is set for 6:30 pm, Wednesday, October 1st, 2025 at Town Hall, 105 164th Avenue, Redington Beach, Florida. Copies are available for the public at Town Hall; interested parties may appear at the meeting to be heard with respect to the proposed ordinances.

Adriana Nieves, CMC
 Town Clerk

9/17/2025 jlb

54328-1

AGENDA ITEM 10 A.

Parks and Recreation Board Appointment



SEP 16 2025



TOWN OF REDINGTON BEACH, FLORIDA

APPLICATION FOR APPOINTMENT

NAME: Ben Kirk

ADDRESS: 16214 1st St E Redington Beach, FL 33708

PRIMARY PHONE #: 804-514-1032 SECONDARY PHONE #: benkirk27@yahoo.com

How long has Applicant been a Redington Beach resident? 8 years

Applicant is a qualified elector of the Town: ☒ YES ☐ NO

SEEKING APPOINTMENT TO: (Check one)

☐ Board of Commissioners

☒ Park Board

☐ Board of Adjustment

☐ Planning Board

☐ Finance Committee

☒ Regular Member

☐ Alternate Member

EDUCATIONAL BACKGROUND:

College: SPC Location: St. Petersburg, FL

Major: Cyber Security Degree: Bachelors of Applied Science

EMPLOYMENT INFORMATION:

☒ Currently Employed ☐ Retired

Most recent employment:

Employer: BayCare Phone: 727-851-9637

Address: 8787 Bryan Dairy Rd Ste 240 City, State, Zip Code: Largo, FL 33777

Position: Systems Analyst How long: 7 years

Why do you want to serve on the Commission? I am passionate about preserving Redington Beach's natural beauty and ensuring our parks remain vibrant spaces for all residents.

Applicant Signature

Date 9/15/2025

For Office Use Only:

Date Considered by Commission: 10/1/25

Date of Appointment: _____

Term: _____

Term Expires on: _____

AGENDA ITEM 10 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.

The Pinellas County Local Mitigation Strategy (LMS) can be viewed at the following link:

<https://www.pinellaslms.org/>

RESOLUTION NO. 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.

WHEREAS, the Town of Redington Beach is located in an area that is vulnerable to natural and man-made disasters; and

WHEREAS, the Town of Redington Beach supports efforts to make our community more disaster-resistant, thereby reducing the costs of disasters, preventing or mitigating their impact to our residents, and reducing time needed for recovery; and

WHEREAS, the 2025 Pinellas County Local Mitigation Strategy (LMS) represents a unified county-wide strategy toward a more disaster-resistant community; and

WHEREAS, the Local Mitigation Strategy provides the consistent framework for future pre-disaster mitigation efforts and post-disaster redevelopment, regardless of the type of future threat faced by our community; and

WHEREAS, the Local Mitigation Strategy includes a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle; and

WHEREAS, the first unified county-wide Local Mitigation Strategy was adopted by the Board of County Commissioners in 1999, and

WHEREAS, Pinellas County established a website (www.pinellaslms.org) and copies of the plan were made available through all participating local governments; and

WHEREAS, the Pinellas County LMS was previously adopted by the Town of Redington Beach in 2010 by Resolution 2010-05, in 2015 by Resolution 2015-06 and in 2021 by Resolution 2021-04; and

WHEREAS, the 2025 update of the Local Mitigation Strategy included the 10-step planning process which is consistent with FEMA's multi-hazard mitigation planning regulations pursuant to the Disaster Mitigation Act of 2000 and serves as the Town's Floodplain Management Plan; and

WHEREAS, the Town of Redington Beach became a participant in the Community Rating System of the National Flood Insurance Program in 1993.

WHEREAS, participation in the Community Rating System provides benefits to homeowners by providing a reduction in flood policy costs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Redington Beach Florida, that this Commission adopts the 2025 Pinellas County Local Mitigation Strategy developed by the Local Mitigation Strategy Workgroup and also that the LMS be adopted as the Town's Floodplain Management Plan as required under the Community Rating System.

This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of October 2025, at a regular meeting of the Board of Commissioners of the Town of Redington Beach, Florida at which a quorum was present.

ATTEST:

APPROVED:

Adriana Nieves, CMC, CFM
Town Clerk

David Will
Mayor

AGENDA ITEM 10 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.

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 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.

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 1st day of October 2025.

Attest:

David Will, Mayor

Adriana Nieves, Town Clerk

Exhibit “A”
Building Department Fee Schedule

Permit Type	Fee (\$)
Change of Occupancy /Change of Use	125
Residential Fence (includes plan review)	125
Residential Pre-Fab Accessory Bldg (includes plan review)	125
Residential Accessory Structure (includes plan review)	175
Residential Natural Gas Generator (includes plan review)	275
Res HVAC Change Out (includes plan review)	175
Residential Shutters With or Without Electric	300
Residential Interior Remodel /Alteration	Declared Valuation plus plan review
Residential Reroof (includes plan review)	200
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	600
Pool Renovation plus plan review	275
Hot Tub/Spa (Stand Alone Not Part of Pool) plus plan review	150
Garage Door Replacement plus plan review	100
Pool Enclosure plus plan review	125
Pool Heater (includes plan review)	100
Water Heater Change Out (includes plan review)	100
Photovoltaic plus plan review	150
Concrete Restoration plus plan review	250
Dumpster Slab and Enclosure plus plan review	200
Pre-Fab Accessory Bldg	Declared Valuation plus plan review
Window/Door Replacement Up to 10 Openings	150
Residential Demolition of Complete Structure plus plan review	Each additional opening - 5 each
Low Voltage Lighting plus plan review	150
Commercial Fence or Wall plus plan review	200
Hood plus plan review	300
Commercial Natural Gas Lines / Tank / Generator plus plan review	500
Commercial HVAC Change Out plus plan review	375
HVAC Duct Work Only plus plan review	125
Mobile/Manufactured Home plus plan review	200
Commercial Walk-In Cooler plus plan review	250
Commercial Shutters With or Without Electric	300

plus plan review	
Commercial Interior Renovation/Alteration/Remodel	Declared Valuation plus plan review
Commercial Demolition Complete Structure plus plan review	250
Commercial Reroof plus plan review	200
Structure Moving	750
Pier/Boathouse/Davit	Declared Valuation plus plan review
Seawall Repair	Declared Valuation plus plan review
Re-inspection Fee	150
Foundation Only	20% of Plan Review and Permit Fees
Temporary Underground Service (T.U.G.) and Pre-Power Inspections Commercial and Residential	100
Sign (Per Sign) (includes plan review)	225
Construction Trailer/Office plus plan review	400
Commercial Accessory / Awning / Canopy	Declared Valuation plus plan review

Miscellaneous Building Fees	Fee(s)
Change of Contractor	75
Temporary Certificate of Occupancy	
1st TCO	Included in Permit
Each Subsequent Request	500
Duplicate Certificate of Occupancy, Certificate of Completion Request or Duplicate Placard	25
Permit Extensions	
1st Extension	50
Each Subsequent Extension	250
Permit Reinstatement (Reinstatement of expired permit)	300
Flood location/flood zones reviews	50
After-the-fact permit fees	Shall be 2.5 times the normal permit fees
Early Start Permit (Interior work prior to first required inspection)	150
Damage pre-permit inspection, Fire or Structural (Includes Building and Electrical inspection)	200

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	\$75.00 per inspections
\$10,001 to \$50,000	\$75.00 for first \$10,000 plus \$10.50 for each additional \$1,000 or fraction thereof to and including \$50,000
\$50,001 to \$100,000	\$415 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	\$752.50 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	\$3,152.50 for the first \$500,000 plus \$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000.00
\$1,000,001 to 10,000,000	\$5,652.50 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	\$5,652.50 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 \$100 min.	
Plot plan/zoning reviews	75
Flood Zones – Substantial Damage/Improvements	Add 25% of the plan review fee
Commercial Plan Review Fee = 50% of permit and inspections fee \$125 min.	
Building code site plan reviews	125
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%