



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING
AGENDA
Wednesday, August 5th, 2026**

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.
- 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 July 31st, 2026
 - B. Minutes for June 3rd, 2026
- 9. UNFINISHED BUSINESS**
 - A. None
- 10. NEW BUSINESS**
 - A. Forward Pinellas – ILA for planning services
 - B. Appointment of Regular and Alternate Planning Board members
 - C. Appointment of Alternate Board of Adjustment member
 - D. Special magistrate contract
 - E. Building department fees
 - F. Additional code enforcement staffing
 - G. Undergrounding utilities on the west side of Gulf Blvd.
- 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.



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING
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AGENDA ITEM 8:

CONSENT AGENDA

A. Bill list for day ending July 31st, 2026

B. Minutes for regular meeting of June 3rd, 2026

A. Bill list for day ending July 31st, 2026

**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING
Wednesday, August 5th, 2026**

BILL LIST APPROVAL SIGNATURE PAGE

Mayor Will

Vice Mayor Murray

Commissioner Cariello

Commissioner Kornijtschuk

Commissioner Wilkins

ATTEST:

Adriana Nieves, CMC

Town Clerk

Town of Redington Beach

Statement of Activity

July 2026

	Total
Revenue	
Gross Profit	
Expenditures	
101 General Fund Expenditures	
101.512 Town Clerk Expenditures	
101.512.310.000 Professional Services	3,822.00
101.512.410.000 Telephone	252.39
101.512.411.000 Internet Services	159.99
101.512.415.000 Technical Assistance	125.00
101.512.440.000 Utilities - Water/Electric	228.17
101.512.510.000 Office Supplies	127.04
Total for 101.512 Town Clerk Expenditures	\$4,714.59
101.514 Legal Counsel Expenditures	
101.514.421.000 Special Magistrate	1,533.00
Total for 101.514 Legal Counsel Expenditures	\$1,533.00
101.522 Fire Control Expenditures	
101.522.341.000 EMS (Seminole)	18,089.54
Total for 101.522 Fire Control Expenditures	\$18,089.54
101.571 Libraries Expenditures	
101.571.000.000 Libraries	8,448.50
Total for 101.571 Libraries Expenditures	\$8,448.50
101.572 Parks & Recreations Expenditures	
101.572.430.000 Utilities	1,643.03
101.572.463.000 Maintenance - Trees	8,784.00
101.572.510.000 Maintenance/Equipment Repair	107.97
101.572.524.000 Fertilizer & Mulch	491.16
Total for 101.572 Parks & Recreations Expenditures	\$11,026.16
Board of Parks & Recreations Expenditures	
101.573.480.000 Public Relations/Promotion	399.71
Total for Board of Parks & Recreations Expenditures	\$399.71
Total for 101 General Fund Expenditures	\$44,211.50

Town of Redington Beach

Statement of Activity

July 2026

	Total
Stormwater Fund Expenditures	
400.535 Stormwater Expenditures	
400.535.340.000 Street Sweeping	450.00
400.535.441.000 Utility Mailing Costs	393.90
Total for 400.535 Stormwater Expenditures	\$843.90
Total for Stormwater Fund Expenditures	\$843.90
Total for Expenditures	\$45,055.40
Net Operating Revenue	-\$45,055.40
Net Revenue	-\$45,055.40

A. Payroll for period ending July 31st. 2026

PAYROLL JOURNAL

0041 7022-8279 Town of Redington Beach Inc

(Requested Check Dates 07/01/26 - 07/31/26)

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS		DEDUCTIONS		NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS					
**** 511 511 Cariello, Richard 1	Salary			300.00		Social Security Medicare Fed Income Tax	1860 435 8115 10410	Check Amt Chkg 565	0.00 195.90	
	EMPLOYEE TOTAL			300.00				Net Pay	195.90	
Kornijtschuk, Tim... 4	Salary			300.00		Social Security Medicare	1860 435 2236	Check Amt Chkg 537	0.00 277.05	
	EMPLOYEE TOTAL			300.00				Net Pay	277.05	
Murray, James 5	Salary			300.00		Social Security Medicare Fed Income Tax	1860 435 1115 2410	Check Amt Chkg 555	0.00 275.90	
	EMPLOYEE TOTAL			300.00				Net Pay	275.90	
Wilkins, Leslie 12	Salary			300.00		Social Security Medicare	1860 435 2236	Check Amt Chkg 293	0.00 277.05	
	EMPLOYEE TOTAL			300.00				Net Pay	277.05	
Will, David 9	Salary			500.00		Social Security Medicare Fed Income Tax	3100 725 2115 5940	Check Amt Chkg 509	0.00 440.60	
	EMPLOYEE TOTAL			500.00				Net Pay	440.60	
**** 512 512 Nieves, Adriana 6	Salary Vacation		M-32:0000 M32:0000	5,897.84		Social Security Medicare Fed Income Tax	360141 8422 40134 84570	Check Amt Chkg 403 Chkg 889 Net Pay	0.00 1,000.00 3,962.98 4,962.98	
	EMPLOYEE TOTAL			5,897.84				Net Pay	4,962.98	
**** 513 513 DuBols, Kacie 3	Hourly Holiday Sick Vacation		142:5000 8:0000 8:0000 0:5000 160:0000	3,049.50 171.20 192.60 10.70 3,424.00		Social Security Medicare Fed Income Tax	21229 4865 24318 50512	Check Amt Chkg 672	0.00 2,918.88	
	EMPLOYEE TOTAL			3,424.00				Net Pay	2,918.88	
**** 524 524 Withrow, Clarence F 11	Hourly Holiday		116:4700 8:0000	2,911.75 200.00		Social Security Medicare Fed Income Tax	19293 4512 20571 44376	Check Amt Chkg 143 Chkg 435 Net Pay	0.00 1,334.00 1,333.99 2,667.99	
	EMPLOYEE TOTAL			3,111.75				Net Pay	2,667.99	
**** 539 539 Poole, David 7	Hourly Overtime Holiday Vacation		136:0000 4:0000 8:0000 16:0000 164:0000	4,776.32 210.72 280.96 581.92 5,829.92		Social Security Medicare Fed Income Tax	36670 8342 43433 87451	Check Amt Chkg 450	0.00 4,878.75	
	EMPLOYEE TOTAL			6,569.92				Net Pay	4,878.75	
Williams, Richard 10	Hourly Holiday		152:0000 8:0000	3,896.64 204.56		Social Security Medicare Fed Income Tax	25393 5932 36294 67591	Check Amt Chkg 413 Net Pay	0.00 460.00 2,955.29 3,415.29	
	EMPLOYEE TOTAL			4,091.20				Net Pay	3,415.29	
COMPANY TOTALS										
10 Person(s)				546:9700	14,624.21	Social Security Medicare Fed Income Tax	148111 34638 1,75101	Check Amt Dir Dep**	0.00 20,310.39	
15 Transaction(s)				-32:0000 4:0000 32:0000 9:0000 48:5000	7,597.84 210.72 856.72 192.60 572.62					

B. Minutes for regular meeting of June 3rd, 2026



**TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, June 3rd, 2026
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, June 3rd, 2026 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	

Approval of Agenda: Motion by Commissioner Kornijtschuk to approve the agenda. Seconded by Commissioner Cariello. No public comment. Motion carried unanimously.

Public Forum:

Sue Ferenc, 15524 Redington Drive, asked for clarification as to why her request to hold a workshop at Town Hall was denied. Ms. Ferenc also asked if the silt fence requirement at construction sites was being enforced. Mayor Will encouraged Ms. Ferenc to report any potential code violations through the town's website so our code enforcement department can start an investigation.

Denise Stonik, 15535 Redington Drive, reported that the code enforcement officer shut down her contractor on a Saturday as it approached 3pm and she disagreed. She also wanted to know who called in the complaint about her neighbor's pavers that had been delivered to and unloaded on the cul de sac "island" on Redington Drive. Lastly, she reported that one property in town was doing construction on a Sunday. Mayor Will encouraged Ms. Stonik to report any potential code violations through the town's website so our code enforcement department can start an investigation.

Presentation by auditors from Clifton, Larson, Allen

Julie Fowler, Signing Director for Clifton, Larson, Allen LLP, presented the findings from the town's annual audit for Fiscal year ending 9/30/25. She reported that the Town had a clean audit with no material weaknesses. Ms. Fowler reported that the Continuing Education hours for the Finance Commissioner should be at least 8 hours per year. Commissioner Kornijtschuk noted that he is going to be more diligent about taking online courses throughout the year to meet the quota. She also reported that there were no issues concerning staff.

Reports:

Public Safety

- Vice Mayor Murray reported that there will be an extra duty officer on patrol from 6pm-midnight on July 3rd and July 4th.

Building/Code

- Commissioner Thompson reported that there will be a code enforcement special magistrate hearing on June 19th. He reported that there are many permits pending at the building department. Commissioner Thompson also announced that he is resigning from the Board of Commissioners effective Thursday, June 4th, 2026.

Public Works/Parks

- Commissioner Cariello reported that the large dent on 155th Ave has been repaired. He also deferred the Park Board report to the Chair.

Finance

- Commissioner Kornijtschuk reported that the Finance Committee had recently met for their first meeting. They discussed the proposed property tax bill and how it will affect the Town if it passes. He noted that the town's taxable value increased by almost 7% and was optimistic that as new homes are rebuilt, their values get re-set, which could benefit the town.

Mayor

- Mayor Will asked Attorney Eschenfelder to provide a legislative update at the next Commission meeting. He reported that the beach nourishment program was easier to get this year, and asked Attorney Eschenfelder to review the agreement set between some of the other beach communities and the Army Corp of Engineers. He asked what the process will be to replace Commissioner Thompson, and got clarification that the town should pick a date in the future for the application deadline and the Commission can review the applications and meet with the applicants. The Town decided on Friday, June 26th at noon. Mayor Will also asked Attorney Eschenfelder for the procedure to nominate one of the applicants and described how the mayor could hand over the gavel to make a motion.

Town Clerk

- The clerk reported that Form 1 was due on July 1st and reminded anyone who needs to submit it, to please do so.

Town Attorney

- Nothing to report

Boards and Committees

- Park Board Chair, Tiffany Terracciano reported that the mural at Moon Park is prepped and now the muralist can start painting next week. She also reported that the Park Board is hosting a 4th of July event called Liberty and Libations at Beach park – 10am -11:30am.

CONSENT AGENDA

- A. Bill list for day ending May 27th, 2026
- B. Minutes for regular meeting of May 6th, 2026
- C. LMS and PPI Annual update

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

UNFINISHED BUSINESS

A. Code Enforcement Lien reduction 15802 3rd St E – the Commission took no action on this item. Attorney Eschenfelder reported that the request must be made by the current property owner. Jim Hoffman, 15910 Redington Drive, reported that he had experience with title companies and closings.

NEW BUSINESS

Victoria Christopher, a SAFEbuilt staff member, reported that there was a situation involving a dock permit for Vice Mayor Murray's property at 16001 5th St E. Ms. Christopher submitted a packet into the record, which served as a timeline regarding the dock permit. Ms. Christopher went through the timeline. Vice Mayor Murray reported that the permit tech who issued the permit never informed him that a PC Water and Navigation permit was needed also. Vice Mayor Murray applied for a Pinellas County Water and Navigation permit as an "after the fact permit". He asked if Pinellas County could waive the increased fee for an after the fact permit. Ms. Christopher suggested Vice Mayor Murray contact Pinellas County Water and Navigation to request this. Building Official Randy Spears also clarified that a private provider cannot do floodplain review.

OTHER BUSINESS

Commissioner Kornijtschuk reported that the Finance Committee discussed increasing the Mayor and Commissioners' salaries. He reported that the issue would have to go to referendum and be on the November ballot. Commissioner Kornijtschuk suggested increasing Commissioners' pay to \$800/month and the Mayor's pay to \$1000/month. Attorney Eschenfelder confirmed that the issue would need to go to referendum, per the Town charter. Mayor Will opposed a salary increase. Commissioner Thompson opposed a salary increase. Vice Mayor Murray opposed a salary increase. Attorney Eschenfelder suggested a motion using suggested language. Commissioner Kornijtschuk made a motion. No second. Motion died for lack of a second. The Commission decided to not move forward with the salary increase for Mayor and Commissioners.

Vice Mayor Murray asked for clarification about how residents can submit code complaints anonymously, but Attorney Eschenfelder noted that was not possible per state statute. Vice Mayor Murray also suggested hiring an additional code enforcement staff person to handle the additional code enforcement complaints and potential violations.

Greg and Katherine Unger presented the Town with a \$3,000 donation to be used towards the Moon Park Mural.

With no further business, motion to adjourn was made by Commissioner Kornijtschuk and seconded by Commissioner Cariello. Regular meeting was adjourned at 8:14pm.

Approved: August 5th, 2026

Adriana Nieves, CMC, CFM Town Clerk

AGENDA ITEM 10A:

**Forward Pinellas
ILA for planning services**

**FORWARD PINELLAS
INTERLOCAL AGREEMENT (ILA)
FOR PLANNING SERVICES**

FORWARD PINELLAS

P: (727) 464.8250

F: (727) 464.8212

forwardpinellas.org

310 Court Street
Clearwater, FL 33756

June 12, 2026

Adriana Nieves, Town Clerk
Town of Redington Beach
105 164th Avenue
Redington Beach, FL 33708

Dear Ms. Nieves:

Please find enclosed for consideration and approval by the Town of Redington Beach a new interlocal agreement for planning, mapping and special project services as approved by the Forward Pinellas Board at its June 8, 2026 meeting.

At present, there is an existing interlocal agreement for said services with your Town that expires on September 30, 2026. The new agreement is essentially the same, with new term dates, some minor language changes, and an update in staff hourly rates to reflect the full range of potential services and current salaries.

The attached agreement provides the basis for any assistance request from your Town to be submitted. However, there is no obligation to request such assistance, and Forward Pinellas will only provide services as are requested and mutually acceptable to both parties.

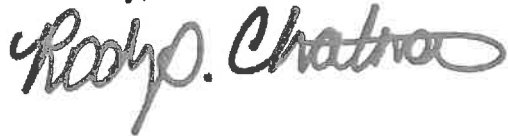
This new agreement begins on October 1, 2026 and will remain in place for four years, with an opportunity to extend for one additional four-year period by mutual agreement. However, the agreement may be terminated at any time with proper notice by either party.

If the agreement is satisfactory, please have it executed and return it to us for filing. After which, we will return a copy to you for your records.

Please call me with any questions or concerns that you may have. I am also available to address your Commission concerning the agreement if need be.

We appreciate the opportunity to continue our mutually productive relationship in the future.

Sincerely,

A handwritten signature in cursive script that reads "Rodney Chatman". The signature is written in dark ink and is positioned above the printed name.

Rodney Chatman, AICP
Planning Division Manager

Enclosure

cc: The Honorable Mayor Will

INTERLOCAL AGREEMENT
FOR
PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK
WITH THE
TOWN OF REDINGTON BEACH

THIS INTERLOCAL AGREEMENT FOR PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK, hereinafter referred to as "Agreement", is made and entered into this _____ day of _____, 20____, by and between FORWARD PINELLAS, in its role as the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization (hereinafter referred to as "Forward Pinellas,") and the TOWN OF REDINGTON BEACH (hereinafter referred to as the "Local Government"), individually known as a "Party" and collectively known as the "Parties."

WHEREAS, Forward Pinellas and the Local Government entered into an interlocal agreement to provide planning and mapping services on October 1, 2018 and subsequently amended the agreement to extend the term for an additional four (4) years; and

WHEREAS, the current interlocal agreement between the Parties expires on September 30, 2026; and

WHEREAS, Forward Pinellas desires to continue to provide planning and mapping services and/or special project work to the Local Government on an as needed and as available basis; and

WHEREAS, the Local Government desires to have the option to engage Forward Pinellas staff to provide planning and mapping services and/or special project work; and

WHEREAS, related planning and mapping services and/or special project work can be provided in support of the Countywide Plan as may be requested by the Local Government; and

WHEREAS, Forward Pinellas can provide the Local Government additional planning and mapping services and/or special project work through its agreement with the Pinellas County Enterprise Geographic Information Systems (GIS); and

WHEREAS, due to the expiration date of the previous agreement and desire to clarify the Parties and scope of work, it is necessary to replace the previous agreement; and

WHEREAS, Forward Pinellas and the Local Government desire to cooperate in the provision of said planning and mapping services and/or special project work to maximize efficiency and minimize cost and ensure the maximum degree of coordination and accuracy.

NOW THEREFORE, in consideration of the covenants made by each Party to the other and of the advantages to be realized by this Agreement, Forward Pinellas and the Local Government agree as follows:

Section 1. Authority

This Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and the specific authority of Sections 6(3) and 6(6) of Chapter 2012-245, Laws of Florida, as amended.

Section 2. Term

The term of this Agreement shall be from October 1, 2026 through September 30, 2030; which term may be renewed by mutual written agreement, signed by both Parties, for one additional four-year period through September 30, 2034, unless terminated as provided for elsewhere in this Agreement.

Section 3. Scope of Services

- A. The Scope of Services is provided in Exhibit A attached hereto and hereby made a part of this Agreement.
- B. Any assistance provided or project undertaken as provided for in the Scope of Services may, upon mutual agreement of Forward Pinellas staff and the Local Government, be more specifically detailed as to methodology, schedule, work product, and cost in a memorandum of understanding executed consistent with and pursuant to this Agreement.
- C. Responsibility for the correctness of information provided to Forward Pinellas for use in rendering planning and mapping services and/or special project work under this Agreement, and any liability related thereto, lies with the Local Government.
- D. All requests for planning and mapping services and/or special project work to be provided under this Agreement shall be in writing by an authorized representative of the Local Government.
- E. Forward Pinellas reserves the right to accept or reject and to schedule all requests for planning and mapping services and/or special project work based on the ability of the Forward Pinellas staff to produce the requested planning and mapping and/or special project product(s) pursuant to the required timetable there for.

Section 4. Charges

- A. Payment and charges for services rendered under this Agreement shall be as provided for in Exhibit B, Payment and Rate Charge Schedule, attached hereto and hereby made a part of this Agreement.
- B. Ongoing planning and mapping services and/or special project work will be charged as a lump sum or on a time and material basis as mutually agreed by the Local Government and Forward Pinellas staff in accordance with the terms of this Agreement.
- C. The Local Government agrees to make payment to Forward Pinellas for all properly invoiced requisitions as set forth in Exhibit B, within forty-five days of submission.
- D. The fee schedule may be revised by mutual written consent, signed by both Parties, and included as an addendum to this Agreement.

Section 5. Use of Product

- A. The Local Government shall have the exclusive control of the public distribution of all information produced by Forward Pinellas prior to its adoption. Forward Pinellas shall not voluntarily distribute information prior to its adoption by the Local Government without prior approval.
- B. Forward Pinellas has the right to use any information produced under this Agreement for similar purposes upon removing all reference to the Local Government.
- C. The Local Government shall have the exclusive control of the public distribution of mapped information provided under this Agreement.
- D. Nothing contained in this Agreement shall prohibit either Party hereto from complying with a public records request submitted pursuant to Chapter 119, Florida Statutes.
- E. Forward Pinellas shall retain all rights to the original data as compiled for and used in the production of the Countywide Plan Map from which the Local Government map is produced.

Section 6. Accounting and Records

- A. Forward Pinellas shall establish an accounting process to identify the costs and revenues associated with the Agreement. All accounting documentation shall be available for inspection, upon request, by the Local Government at any time during the period of this Agreement and for a minimum of three years after payment is made, or the requisite statutory record retention period, whichever is longer.

- B. All charged costs shall be supported by the properly executed payroll, time records, invoices, contracts or vouchers, evidencing in proper detail the nature and propriety of the charges.

Section 7. Notice

Notice by either Party to the other pursuant to this Agreement shall be given in writing and hand delivered or mailed as follows:

Forward Pinellas: Forward Pinellas
Attn: Whit Blanton, Executive Director
310 Court Street, 2nd Floor
Clearwater, FL 33756

Local Government: Town of Redington Beach
105 164th Avenue
Redington Beach, FL 33708

Section 8. Construction

This Agreement shall be construed as an expression of inter-agency cooperation enabling each Party to make the most efficient use of its powers in furtherance of the respective and common objectives. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either Party to the other.

Section 9. Termination

This Agreement may be terminated by either Party at any time by giving the other Party not less than thirty days' notice of such termination. In the event this termination provision is exercised by either Party, the Local Government shall remain liable to Forward Pinellas for charges incurred up to such termination.

Section 10. Filing; Effective Date

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after execution by the Parties, and shall take effect on October 1, 2026.

Section 11. Successor Agency

In the event Forward Pinellas is reconstituted as a new agency, merged with another agency, or its legal status is otherwise altered, this Agreement will be automatically assigned to any new agency that assumes the planning and mapping services and/or special project work currently performed by Forward Pinellas. This assignment shall be effective without the need for any further written agreement between the Parties. The Local Government shall retain the right to terminate this agreement in accordance with Section 9.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates referenced below.

FORWARD PINELLAS

Attest:

By: _____
Whit Blanton, FAICP
Executive Director

Date: _____

Witness: _____

Title: _____

Date: _____

LOCAL GOVERNMENT

Attest:

By: _____
Adriana Nieves
Town Clerk

Date: _____

David Will
Mayor

Date: _____

EXHIBIT A

SCOPE OF SERVICES

I. Ongoing Planning Services

- A. Forward Pinellas agrees to consider requests by the Local Government for ongoing planning services and to provide such services as Forward Pinellas staff time and schedule permit.
- B. Ongoing planning services may include, but are not limited to, review and interpretation of the comprehensive plan and land development regulations, comprehensive plan and land development regulation amendments, assistance with applications for development approval, traffic analysis, transportation planning, and data collection, as determined to be consistent with the mission and role of Forward Pinellas.

II. Mapping Services

- A. Forward Pinellas agrees to consider requests by the Local Government for mapping services and to provide such services as Forward Pinellas staff time and schedule permit.
- B. Mapping services may include, but are not limited to, provision of custom or standard printed or electronic map products, as determined to be consistent with the mission and role of Forward Pinellas.
- C. Forward Pinellas staff will serve as a liaison to the Pinellas County Enterprise Geographic Information Systems (EGIS) if such additional mapping services are required.

III. Special Planning Projects

- A. Forward Pinellas agrees to consider requests by the Local Government for assistance with special planning projects and to provide such assistance as Forward Pinellas staff time and schedule permit.
- B. Special planning projects may include, but are not limited to, plan or land development regulation assessments, neighborhood or special area plan development, special transportation and/or planning studies and such other special projects as may be related to or in furtherance of the comprehensive and/or transportation planning process, including customary ancillary and support activities needed to conduct such projects, as determined to be consistent with the mission and role of Forward Pinellas.

EXHIBIT B

PAYMENT AND RATE CHARGE SCHEDULE

I. Ongoing Planning and Mapping Services

Forward Pinellas shall requisition by invoice for ongoing planning and mapping services on a time and materials basis as follows:

A. Materials - at the cost to Forward Pinellas

B. Time - based on the following loaded hourly rates:

1.	Executive Director	\$158.00/hour
2.	Planning Manager	\$98.00/hour
4.	Principal Planner	\$68.00/hour
5.	Planner/Analyst	\$51.00/hour
8.	Communications Specialist	\$55.00/hour
9.	Administrative Support	\$36.00/hour

C. Forward Pinellas shall provide the Local Government, upon request, a price quote based on the product(s) ordered in each request for services. There is no charge for current Geographic Information System (GIS) shapefiles distributed via email.

II. Special Planning Projects

Forward Pinellas shall requisition by invoice for special planning projects in the amount and according to a schedule agreed upon in advance between the Local Government and Forward Pinellas staff for each such special project.

AGENDA ITEM 10B:

APPOINTMENT OF

**ALTERNATE
PLANNING BOARD
MEMBER**

AND

**REGULAR
PLANNING BOARD
MEMBER**

**APPOINTMENT OF REGULAR AND ALTERNATE
PLANNING BOARD MEMBERS**



TOWN OF REDINGTON BEACH, FLORIDA

APPLICATION FOR APPOINTMENT TO
TOWN BOARD OR TOWN COMMITTEENAME: Beth K. SwainADDRESS: 16105 Gulf Blvd Redington Beach, FL 33708PRIMARY PHONE #: 727 458 8461 EMAIL ADDRESS: bktsnow@aol.comHow long has Applicant been a Redington Beach resident? 88 years
Applicant is a qualified elector of the Town: X YES NO

SEEKING APPOINTMENT TO: (Check one)

☐ Park Board☒ Planning Board☐ Board of Adjustment☐ Finance Committee☒ Regular Member☐ Alternate Member

EDUCATIONAL BACKGROUND:

College: University of Northern IowaLocation: Cedar Falls IowaMajor: Liberal Arts w/ business minorDegree: Bachelor Degree

EMPLOYMENT INFORMATION:

X Currently Employed Retired

Most recent employment:

Employer: Konica Minolta Business Solutions Phone: 813 207 8257Address: 4033 Tampa Rd Ste 101 City, State, Zip Code: Oldsmar, FL 34677Position: Sales/ major Accs Exec How long: 33 yrsWhy do you want to serve on this Board? It would give me an opportunity to contribute to the growth & success of our community.Applicant Signature Beth K Swain Date 8/3/2026

For Office Use Only:

Date Considered by Commission: Date of Appointment: Term: Term Expires on:



TOWN OF REDINGTON BEACH, FLORIDA
APPLICATION FOR APPOINTMENT TO
TOWN BOARD OR TOWN COMMITTEE

NAME: Jonas Aristondo

ADDRESS: 16247 Gulf Boulevard Redington Beach, FL 33708

PRIMARY PHONE #: _____ **EMAIL ADDRESS:** jonasaristondo@me.com

How long has Applicant been a Redington Beach resident? Since 2018 - approximately 8 years
Applicant is a qualified elector of the Town: X YES _____ NO

SEEKING APPOINTMENT TO: (Check one)

☐ **Park Board**

☒ **Planning Board**

☐ **Board of Adjustment**

☐ **Finance Committee**

☐ **Regular Member**

☒ **Alternate Member**

EDUCATIONAL BACKGROUND:

College: Florida International University

Location: Miami, FL

Major: Business Administration

Degree: MBA

EMPLOYMENT INFORMATION:

X **Currently Employed** _____ **Retired**

Most recent employment:

Employer: IDT Corporation - NRS Insights Division

Phone: 513-255-6228

Address: 520 Broad Street

City, State, Zip Code: Newark, NJ 07102

Position: Director, Data Modernization

How long: Since Jan. 2026

Why do you want to serve on this Board? To support practical, data-informed planning that protects property values, improves storm resilience, and preserves Redington Beach's community character.

Applicant Signature Jonas Aristondo

Date June 5, 2026

For Office Use Only:

Date Considered by Commission: _____

Date of Appointment: _____

Term: _____

Term Expires on: _____

AGENDA ITEM 10C:

APPOINTMENT OF

ALTERNATE

BOARD OF ADJUSTMENT

MEMBER

**APPOINTMENT OF ALTERNATE
BOARD OF ADJUSTMENT MEMBER**



**TOWN OF REDINGTON BEACH, FLORIDA
APPLICATION FOR APPOINTMENT TO
TOWN BOARD OR TOWN COMMITTEE**

NAME: Roger Kramer
 ADDRESS: 26 160th Ave. Redington Beach, FL 33708
 PRIMARY PHONE #: 720-382-9470 EMAIL ADDRESS: rogerkramer100@yahoo.com
 How long has Applicant been a Redington Beach resident? 5 years
 Applicant is a qualified elector of the Town: ☒ YES ☐ NO

SEEKING APPOINTMENT TO: (Check one)

☐ Park Board ☐ Planning Board
☒ Board of Adjustment ☐ Finance Committee
☐ Regular Member ☒ Alternate Member

EDUCATIONAL BACKGROUND:

College: Daytona State College Location: _____
 Major: BS Electronics Engineering Degree: _____

EMPLOYMENT INFORMATION:

☒ Currently Employed ☐ Retired

Most recent employment:

Employer: Broadcom Phone: _____
 Address: Palo Alto City, State, Zip Code: CA
 Position: VMC on AWS SRE How long: 8 months

Why do you want to serve on this Board? To better interaction and problem solving for city issues.

Applicant Signature Roger Kramer

Date 6/24/2024

For Office Use Only:

Date Considered by Commission: _____ Date of Appointment: _____
 Term: _____ Term Expires on: _____

AGENDA ITEM 10D:

Special Magistrate Contract

SPECIAL MAGISTRATE CONTRACT

AGREEMENT FOR CODE ENFORCEMENT SPECIAL MAGISTRATE SERVICES

THIS AGREEMENT is made and entered into on the 5th day of August, 2026 (the “Effective Date”), by and between the Town of Redington Beach, a Florida municipal corporation (the Town) and Pam Cichon, with an address of 3161 12th Avenue North, St. Petersburg, FL 33713 (the Contractor), collectively referred to as the Parties, as follows.

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

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

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

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

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

1. Scope of Services.

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

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

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

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

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

matters to proceed in the event of a recusal, and so as to ensure redundancy of capacity for this service.

2. Term, Extension.

A. The initial term of this Agreement shall be from the Effective Date through 11:59 p.m., September 30th 2027. The Parties agree that unless the Town, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the initial term, this Agreement shall automatically renew on October 1st 2027, for a renewal term through 11:59 p.m. of September 30th 2028. Thereafter, unless the Town, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the renewal term, this Agreement shall automatically renew on October 1st 2028. Thereafter, this Agreement may continue to automatically renew on the same annual dates unless notice is provided by the Town in the manner set forth above.

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

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

3. Payment

A. Pursuant to Florida Statutes §§ 218.73 and 218.74, Contractor shall be paid **\$220.00** per hour for all Special Magistrate services performed not more than forty-five (45) days after Contractor has submitted to the Town a proper and undisputed invoice, which invoice shall be submitted only after the Contractor's required services have been completed.

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

4. Amendments.

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

5. Severability.

In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion may be severed and such invalidity or

unenforceability shall not affect the validity or enforceability of any other provision or portion of the Agreement.

6. Miscellaneous Terms.

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

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

C. Immigration Compliance; E-Verify. Contractor acknowledges that she 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 Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(5), beginning January 1st 2021, Contractor (unless Contractor employs no one else) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the Town cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Town that it has registered with and uses the E-Verify system (or that it is not an employer). If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which he is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

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

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

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

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

1. Keep and maintain public records required by the Town to perform the service.
2. Upon request from the Town's custodian of public records, provide the requesting Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town.

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

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

TELEPHONE: 727.391.3875

EMAIL: townclerk@townofredingtonbeach.com

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

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

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

As to Contractor:

Pam Cichon
3161 12th Avenue, North
St. Petersburg, FL 33713
pdcichon@gmail.com

As to Town:

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

J. **Human Trafficking Affidavit:** At the Town's request, the Contractor shall provide the Town with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the Town's attorney.

K. **Personal Identifying Information:** Pursuant to Florida Statutes § 287.138, in the event the services provided hereunder would require the Contractor to possess the personal identifying information of citizens provided by the Town, Contractor will be required to complete a Foreign Country of Concern Attestation.

L. **Applicable Law; Venue:** The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Pinellas County, Florida. Venue for any federal court action shall be in the Tampa Division of the United States District Court for the Middle District of Florida.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the Effective Date.

Town of Redington Beach

Contractor

By: _____
David Will, Mayor

By: _____
Pam Cichon, Esq.

AGENDA ITEM 10E:
BUILDING DEPARTMENT FEES

CURRENT BUILDING DEPARTMENT FEES

CURRENT

Exhibit "A" Building Department Fee Schedule

Building

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

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

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

Construction Permit and Inspections Fee

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

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

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

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

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

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

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

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

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

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

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

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

ACH Fee: \$1.90

Returned Check Fee: \$50

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

PROPOSED BUILDING DEPARTMENT FEES
(Marked-up version)

PROPOSED w/ MARK UP

Exhibit "A" Building Department Fee Schedule

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

Commercial HVAC Change Out plus plan review	393.75
HVAC Duct Work Only plus plan review	131.25
Mobile/Manufactured Home plus plan review	210
Commercial Walk-In Cooler plus plan review	262.50
Commercial Shutters with or without Electric plus plan review	315
Commercial Interior Renovation/Alteration/Remodel	Declared Valuation plus plan review
Commercial Demolition Complete Structure plus plan review	262.50
Commercial Reroof plus plan review	210
Structure Moving	787.50
Pier/Boathouse/Davit	Declared Valuation Square Foot of building/area per ICC Table – “U” Use Group plus plan review
Seawall Repair	Declared Valuation Square Foot of building/area per ICC Table – “U” Use Group plus plan review
Re-inspection Fee	157.50
Foundation Only	20% of Plan Review and Permit Fees
Temporary Underground Service (T.U.G.) and Pre-Power Inspections Commercial and Residential	105
Sign (Per Sign) (includes plan review)	236.25
Construction Trailer/Office plus plan review	420
Commercial Accessory / Awning / Canopy	Declared Valuation Square Foot of building/area per ICC Table – “U” Use Group plus plan review

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

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 for new construction, additions, shell buildings, renovations, remodels, and repairs shall be based on the gross square footage of the project and the applicable occupancy classification as determined by the Building Official. ~~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 most current International Code Council (ICC) Building Valuation Data (BVD) (www.iccsafe.org/building-safety-journal/bsj-technical/building-valuation-data) shall be used solely to establish the occupancy classification and associated square-foot fee category. "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	Permit Type	Unit/Fee	Fee (\$)
\$1.00 to \$10,000	Construction Permit, minimum permit fee	\$78.75	105.00 per inspections
\$10,001 to \$50,000	Construction Permit, New Building or Building Addition	\$75.00 for first \$10,000 plus \$11.05 for each additional \$1,000 or fraction thereof to and including \$50,000	Square Foot of building per ICC Table – Applicable Use Group

\$50,001 to \$100,000 Construction Permit, Renovation of existing building or portion thereof	\$520.75 for the first \$50,000 plus \$6.75 for each additional \$1,000 or fraction thereof to and including \$100,000 Square Foot of building/area per ICC Table – Applicable Use Group
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MEP'S (Stand-Alone Permits (Residential & Commercial

\$100,001 to \$500,000 Plumbing	\$858.25 for the first \$100,000 plus \$6.50 for each additional \$1,000 or fraction thereof to and including \$500,000 \$210.00 Residential plus plan review \$420.00 Commercial plus plan review
\$500,001 to \$1,000,000 HVAC	\$210.00 Residential plus plan review \$420.00 Commercial plus plan review \$3,458.25 for the first \$500,000 plus \$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000
\$1,000,001 to 10,000,000 Electric	\$210.00 Residential plus plan review \$420.00 Commercial plus plan review \$5,958.25 for the first \$1,000,000 plus \$3.00 for each additional \$1,000 or fraction thereof to and including \$10,000,000
\$10,000,001 and above Gas LP	\$210.00 Residential plus plan review \$420.00 Commercial plus plan review \$32,958.25 for the first \$10,000,000 plus \$2.75 for each additional \$1,000 or fraction thereof
Solar	\$210.00 Residential plus plan review \$420.00 Commercial plus plan review

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

Plot plan/zoning reviews	78.75
Flood Zones – Substantial Damage/Improvements	Add 25% of the plan review fee
Piling/Grade Beam Found Review	Add 20% of plan review fee

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

Building code site plan reviews	131.25
Flood Zones – Substantial Damage/Improvements	Add 25% of the plan review fee
Piling/Grade Beam Found Review	Add 20% of 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).

Residential plan review	15% reduction
Residential inspections	15% reduction
Commercial plan review	25% reduction
Commercial inspections	25% reduction

ACH Fee: \$1.90

Returned Check Fee: \$50

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

PROPOSED BUILDING DEPARTMENT FEES

(Clean version)

PROPOSED CLEAN

Exhibit "A" Building Department Fee Schedule

Building

Permit Type	Fee (\$)
Processing/Technology Fee	105
Change of Occupancy /Change of Use	131.25
Residential Fence (includes plan review)	131.25
Residential Pre-Fab Accessory Bldg (includes plan review)	131.25
Residential Accessory Structure (includes plan review)	183.75
Residential Natural Gas Generator (includes plan review)	288.75
Residential Shutters with or without Electric	315
Residential Reroof (includes plan review)	210
Pool With or Without Spa plus plan review	630
Pool Renovation plus plan review	288.75
Hot Tub/Spa (Stand Alone Not Part of Pool) plus plan review	157.50
Garage Door Replacement plus plan review	105
Pool Enclosure plus plan review	131.25
Pool Heater (includes plan review)	105
Water Heater Change Out (includes plan review)	105
Photovoltaic plus plan review	157.50
Concrete Restoration plus plan review	262.50
Dumpster Slab and Enclosure plus plan review	210
Window/Door Replacement Up to 10 Openings	157.50
Residential Demolition of Complete Structure plus plan review	157.50
Low Voltage Lighting plus plan review	157.50
Commercial Fence or Wall plus plan review	210
Hood plus plan review	315
Commercial Natural Gas Lines / Tank / Generator plus plan review	525
Commercial HVAC Change Out plus plan review	393.75

Mobile/Manufactured Home plus plan review	210 (two inspections) plus per additional inspections fee
Commercial Walk-In Cooler plus plan review	262.50
Commercial Shutters with or without Electric plus plan review	315
Commercial Demolition Complete Structure plus plan review	262.50
Commercial Reroof plus plan review	210
Structure Moving	787.50
Pier/Boathouse/Davit	Square Foot of building/area per ICC Table – “U” Use Group plus plan review
Retaining Walls, Masonry Walls, Seawalls Includes plan review	\$300.00 plus \$0.25 per. Lin. Ft.
Re-inspection Fee	157.50
Foundation Only	20% of Plan Review and Permit Fees
Temporary Underground Service (T.U.G.) and Pre-Power Inspections Commercial and Residential	105
Sign (Per Sign) (includes plan review)	236.25
Construction Trailer/Office plus plan review	420
Commercial Accessory / Awning / Canopy	Square Foot of building/area per ICC Table – “U” Use Group plus plan review

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

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 for new construction, additions, shell buildings, renovations, remodels, and repairs shall be based on the gross square footage of the project and the applicable occupancy classification as determined by the Building Official.

The most current International Code Council (ICC) Building Valuation Data (BVD) (www.iccsafe.org/building-safety-journal/bsj-technical/building-valuation-data) shall be used solely to establish the occupancy classification and associated square-foot fee category. "Final building permit valuation shall be set by the building official" per FBC109.3

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.

Permit Type	Unit/Fee
Construction Permit, minimum permit fee	\$105.00 per inspections
Construction Permit, New Building or Building Addition	Square Foot of building per ICC Table – Applicable Use Group
Construction Permit, Renovation of existing building or portion thereof	Square Foot of building/area per ICC Table – Applicable Use Group
MEP'S (Stand-Alone Permits (Residential & Commercial	

Plumbing	\$210.00 Residential plus plan review \$420.00 Commercial plus plan review
HVAC	\$210.00 Residential plus plan review \$420.00 Commercial plus plan review
Electric	\$210.00 Residential plus plan review \$420.00 Commercial plus plan review
Gas LP	\$210.00 Residential plus plan review \$420.00 Commercial plus plan review
Solar	\$210.00 Residential plus plan review \$420.00 Commercial plus plan review

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

Plot plan/zoning reviews	78.75
Flood Zones – Substantial Damage/Improvements	Add 25% of the plan review fee
Piling/Grade Beam Found Review	Add 20% of plan review fee

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

Building code site plan reviews	131.25
Flood Zones – Substantial Damage/Improvements	Add 25% of the plan review fee
Piling/Grade Beam Found Review	Add 20% of 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 reduction in permitting fees conditioned on submission of the required notification and acknowledgment statement required by Florida Statutes § 553.791(4).

Residential plan review	15% reduction
Residential inspections	15% reduction
Commercial plan review	25% reduction
Commercial inspections	25% reduction

ACH Fee: \$1.90

Returned Check Fee: \$50

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

AGENDA ITEM 10G:

**UNDERGROUNDING UTILITIES ON
WEST SIDE OF GULF BLVD**

Cost estimate from Duke Energy



May 20, 2026

Adriana Nieves
Town of Redington Beach
105 164th Avenue
Redington Beach, FL 33708

RE: *Binding cost estimate – Gulf Blvd – West side from 155th Ave to 164th Ave*

Dear Ms. Nieves:

Thank you for your request to Duke Energy. This proposal provides a binding cost estimate for the area you identified. The effective date of this proposal is May 20, 2026. This estimate is based on current labor and material rates and is valid for 180 days, through November 16, 2026. Requests beyond that period will require review and may be subject to adjustment.

Project Scope

This project includes undergrounding the existing Duke Energy electrical facilities on the west side of Gulf Blvd within the town limits, from 155th Ave to 164th Ave. Duke Energy will perform all work associated with its facilities. Additional details will be provided in Schedule 1 of the Agreement.

Binding Cost Estimate

The binding cost estimate for the area identified above is **\$2,731,461.49**.

Proposal Assumptions

Below is a list of assumptions used in preparing this estimate:

- All underground facilities will be located within private property easements, not within the right-of-way. Easements must be obtained by the customer at no cost to Duke Energy.
- This estimate does not include the cost to underground joint-user facilities, such as telephone and cable television.
- This estimate does not include restoration costs for any street, right-of-way, easement, private property, or pavement reconstruction that may be required as a result of construction. It includes only backfilling the affected area to a safe condition.
- This estimate does not include costs associated with new streetlights.
- This estimate does not include the cost to replace any existing meter cans to accept new underground service.
- This estimate does not include any survey work that may be required to identify rights-of-way or easements.



- Duke Energy's design does not guarantee field constructability until a constructability review has been completed.

Next Steps

Below is a high-level summary of the next steps should you decide to proceed with this project.

	Task	Responsible Party
1	Gather cost estimates from all other joint utilities (telephone, cable television, etc...)	Applicant
2	Obtain easements to install facilities and locate equipment	Applicant with support from Duke Energy
3	Coordinate customer obligations and outages	Applicant with support from Duke Energy
4	Sign and approve agreements required by Duke Energy. Provide payment to Duke Energy prior to construction start.	Applicant
5	Schedule and complete conversion	Duke Energy / Other utilities

Enclosed are a copy of the Duke Energy Tariff applicable to this type of project and a copy of the Underground Conversion Agreement Based on a Binding Cost Estimate, which will need to be reviewed, approved, and signed by all parties should you decide to move forward.

If you would like to move forward with this project, please feel free to contact me with any questions or to discuss next steps. We appreciate the opportunity to work with you and look forward to supporting this effort.

Sincerely,

Miriam Tucker

Miriam Tucker
Project Manager
Power Grid Operations



Facility Charges per Tariff Section 12.05(2)

Facility Charges per Tariff Section 12.105(2)		
Project Name	Redington Beach - Gulf Blvd - West Side	
Location	Redington Beach	
Substation		
Date	5/15/2026	
		Tariff Charges
a) Remaining Net Book Value		\$ -
Of existing overhead facilities to be removed*		
b) Removal Cost		\$ -
Of existing overhead facilities*		
c) Salvage Value		\$ -
Of existing overhead facilities*		
d) Construction Cost of Underground		\$ 3,624,789.59
Estimated construction cost of underground facilities including underground service laterals to residential customers meters or point of delivery for general service customers		
e) Construction Cost of Overhead		\$ (723,280.98)
Estimated construction cost of overhead facilities Including		
f) Cost Estimate Fee		\$ (5,035.00)
Qualifying binding cost estimate fee		
g) Lifecycle Operations Costs		\$ (165,012.12)
The net present value of the lifecycle operational costs differential including storm restoration		
Total Charges		\$ 2,731,461.49

Total credits applied to project: \$ (893,328.10)

* In calculating the Applicant's Facility Charge, elements a, b, and c of the Facility Charge formula above are to be excluded from Facility Charge due from an Applicant who submits an application providing a binding notification that the Applicant intends to convert existing non-hardened overhead facilities to underground facilities.

PART XII**CHARGES FOR CONVERSION OF EXISTING OVERHEAD TO UNDERGROUND ELECTRIC DISTRIBUTION
FACILITIES****12.01 DEFINITIONS:**

The following words and terms used under this Part shall have the meaning indicated:

- (1) Applicant: The Applicant is the person or entity seeking the undergrounding of existing or newly planned electric distribution facilities by the Company. When a developer requests local government development approval, the local government shall not be deemed the Applicant for purposes of these rules.
- (2) Commission: Florida Public Service Commission.
- (3) Cost Estimate Fee: A fee charged an Applicant by the Company for the purpose of preparing a cost estimate of the amount required for the Company to construct or convert particular distribution facilities as underground.
- (4) Company: Duke Energy Florida, LLC
- (5) Distribution Facilities: All electrical equipment of the Company required to deliver electricity to homes and businesses.
- (6) Facility Charge: That charge required to be paid by an Applicant for the Company to construct or convert particular distribution facilities as underground.
- (7) Overhead: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed above ground on supporting poles.
- (8) Underground: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed below ground or on the ground.

12.02 GENERAL:**(1) Application:**

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these rules.

(2) Applicant Request:

An Applicant shall submit a request in writing for the Company to develop a cost estimate to accomplish the undergrounding of particular electric facilities. The request shall be accompanied by an appropriate fee and shall specify the following information:

- (a) the area(s) being sought to be undergrounded;
- (b) a list of all electric customers affected;
- (c) an estimated time frame for undergrounding to be accomplished;
- (d) details of any construction by the Applicant; and
- (e) any other pertinent information which the Applicant possesses that may aid the Company in preparing an appropriate cost estimate.

(Continued on Next Page)

12.03 INSTALLATIONS NOT COVERED:

The following types of electrical installations are not addressed in these rules:

- (A) Distribution lines, new or existing, in urban commercial area, urban residential area, rural residential area, or existing subdivisions will not be considered for undergrounding if sufficient permits or easements cannot be obtained. The request will not be considered unless all customers on both sides of the road or street who are served by the supply system to be undergrounded are included in the proposed conversion.
- (B) Distribution lines in new residential subdivisions. These installations are covered under "Rules of the Florida Public Service Commission", Chapter 25-6, Part V, "Rules for Residential Electric Underground Extensions", and the Company's "General Rules and Regulations Governing Electric Service", Part XI.
- (C) Individuals applying for undergrounding of service laterals from existing overhead lines. These applications will be covered by rules referenced in 12.03(B) above.
- (D) Electrical distribution circuits serving street or area lighting. Requests for undergrounding circuits of this category will be treated on an individual basis.

12.04 COST ESTIMATE FEES:
(1) Non-Binding Cost Estimate Fee:

The Company will provide a non-binding cost estimate related to the request at no cost to the Applicant. Such estimate shall not have any guarantee as to its accuracy and shall not be binding upon the Company.

(2) Binding Cost Estimate Fee

The following schedule of fees shall apply to the Applicant for engineering design time to establish a binding cost estimate by the Company for the request. Such fee shall be recognized as a credit in the Facility Charge determination if the Applicant enters into a construction contract within 180 days from date of receipt of the binding cost estimate. At the discretion of the Company, the time from submittal of the cost estimate to entering a contract may be extended beyond 180 days. A major scope change by the Applicant may require a new fee amount.

SCHEDULE OF BINDING COST ESTIMATE FEES

<u>Facility Classification</u>	<u>Fee</u>
Urban Commercial	\$4,234 per mile
Urban Residential	\$3,476 per mile
Rural Residential	\$2,549 per mile
Low Density Subdivision	\$ 15 per lot
High Density Subdivision	\$ 13 per lot

(Continued on Next Page)

12.05 CONSTRUCTION CONTRACT:**(1) GENERAL:**

Upon acceptance by the Applicant of the binding cost estimate, the Applicant shall execute a contract with the Company to perform the construction of the underground distribution facilities. The contract shall specify the type and character of system to be provided; establish the Facility Charge to be paid by Applicant prior to commencement of construction; specify details of construction to be performed by Applicant, if any; and address any other pertinent terms and conditions including those described in Part (4) below.

(2) FACILITY CHARGE:

Charge =	a) Remaining net book value of existing overhead facilities to be removed*;
plus,	b) removal cost of existing overhead facilities*;
minus,	c) salvage value of existing overhead facilities*;
plus,	d) estimated construction cost of underground facilities including underground service laterals to residential customers meters or point of delivery for general service customers;
minus,	e) estimated construction cost of overhead facilities including overhead service drops to customers' meters;
minus,	f) qualifying binding cost estimate fee.
plus/minus,	g) the net present value of the lifecycle operational costs differential including storm restoration.

* In calculating the Applicant's Facility Charge, elements a, b, and c of the Facility Charge formula above are to be excluded from Facility Charge due from an Applicant who submits an application providing a binding notification that the Applicant intends to convert existing non-hardened overhead facilities to underground facilities.

The actual or estimated costs applied to the facility charge shall be consistent with the standards of the Company's approved Storm Protection Plan.

3) CONSTRUCTION BY APPLICANT:

If agreed upon by both the Applicant and the Company, the Applicant may construct or install portions of the underground system as long as such work meets the Company's engineering and construction standards. The Company will own and maintain the completed distribution facilities upon accepting the system as operational. The type of system provided will be determined by the Company's standards.

Any facilities provided by the Applicant will be inspected by Company inspectors prior to acceptance. Any deficiencies discovered as a result of these inspections will be corrected by the Applicant at Applicant's sole expense, including the costs incurred by performing the inspections. Corrections must be made in a timely manner by the Applicant, otherwise the Company will undertake the correction and bill the Applicant for all costs of such correction. These costs shall be added to the original binding estimate.

(Continued on Next Page)

(4) OTHER TERMS AND CONDITIONS**(a) Easements:**

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversions Agreement, the Applicant shall provide the Company, at no cost to the Company, all easements utilizing Company approved language and forms, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversions Agreement entered into between the Applicant and the Company.

(b) Scheduling, Clearing, and Grading:

Rights-of-way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstruction; staked to show property lines and final grade; and graded to within six (6) inches of final grade by the Applicant before the Company commences construction; all at no cost to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer, pullbox, and switch locations.

(c) Restoration:

All removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, and other utilities, etc., shall be the full responsibility of the Applicant and shall cause no cost to the Company. Removal of all construction debris not belonging to the Company shall be the responsibility of the Applicant.

(d) Other Joint Users on the Company Poles:

Prior to construction, the Applicant must make arrangements with any other joint users of the Company's poles to remove their facilities at no cost to the Company. The Applicant shall produce, if requested by the Company, executed agreements with all joint users guaranteeing this requirement. During construction, the Company will undertake coordination efforts directly with the joint users where required for removal of their facilities.

(e) Affected Electric Customers:

Prior to construction, the Applicant must make arrangements with all affected Company customers to prepare their premises and service entrance in a timely manner for underground service. All customers affected by the undergrounding request must agree to accept underground service. These customers' conversions will be at no cost to the Company. During construction, the Company will undertake coordination efforts directly with affected customers for their transfer to underground service.

(f) Damage to the Company's Underground Facilities:

The Applicant shall be responsible to ensure the Company's distribution facilities are not damaged, destroyed, or otherwise disturbed during construction. This responsibility shall extend not only to those in Applicant's employ, but also to Applicant's subcontractors, and Applicant shall be responsible for the full cost of repairing such damage.

(Continued on Next Page)

UNDERGROUND CONVERSION AGREEMENT BASED ON A BINDING COST ESTIMATE

THIS UNDERGROUND CONVERSION AGREEMENT (the "Agreement") entered into this _____ day of _____, _____ (the "Effective Date") by and between Duke Energy Florida, LLC, d/b/a Duke Energy ("DE") and _____ (the "Applicant"). DE and the Applicant shall be referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Applicant desires to have DE relocate and replace certain of its existing overhead distribution lines and related facilities with new underground distribution lines and related facilities, all as noted in the Work Request, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, DE is willing to relocate and replace the aforesaid existing overhead facilities with the new facilities set forth in the attached Work Request ("Facilities") at the locations set forth more specifically in the attached Work Request ("Cable Route"); and

WHEREAS, Applicant has paid a deposit in the amount of \$ _____ ("Deposit") and requested a binding estimate ("Binding Cost Estimate") of the total cost it will be responsible to pay DE for the Relocation Work (as that term is defined below); and

WHEREAS, DE has provided Applicant with the Binding Cost Estimate (in the amount referenced in Article 7 below) and in consideration of DE's performance of the Relocation Work, Applicant agrees to pay DE the Binding Cost Estimate as it may be adjusted in accordance with the terms of this Agreement below;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, DE and the Applicant hereby agree as follows:

ARTICLE 1. RECITALS

The foregoing recitals are true and correct and are a part of this Agreement.

ARTICLE 2. DEFINITIONS

"Additional Work"- Shall mean the additional work to be performed by DE with respect to this underground conversion project beyond the Relocation Work, as said Additional Work may be authorized by the Parties in accordance with the terms of this Agreement.

"Additional Binding Cost Estimate"- Shall have the meaning given to it in Article 9 of this Agreement.

"Additional Deposit"- Shall have the meaning given to it in Article 9 of this Agreement.

"Agreement"- Shall mean this Underground Conversion Agreement entered into between the Parties.

"Applicant"- Shall mean the counter party to DE under this Agreement as noted in the above first paragraph of this Agreement.

"Applicant Delay"- Shall have the meaning given to it in Article 8 of this Agreement.

"Binding Cost Estimate"- Shall have the meaning given to it in the recitals above and in Article 7 of this Agreement.

"Cable Route"- Shall have the meaning given to it in the recitals above.

"CPR"- Shall have the meaning given to it in Article 17 of this Agreement.

"Deposit"- shall have the meaning given to it in the recitals above.

"Effective Date"- Shall be the date entered in the above first paragraph of this Agreement.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____

“Facilities”- Shall mean the facilities specifically described and detailed in the Work Request.

“Final Price”- Shall have the meaning given to it in Article 7 of this Agreement.

“Final Statement”- Shall have the meaning given to it in Article 7 of this Agreement.

“Force Majeure”- Shall have the meaning given to it in Article 14 of this Agreement.

“Notice to Proceed”- Shall mean duly authorized and executed written notice given by the Applicant to DE requesting DE to proceed with the Relocation Work (or Additional Work, if any) under the terms and conditions of this Agreement.

“Party”- Shall mean any single party to this Agreement.

“Parties”- Shall mean both parties to this Agreement.

“DE”- Shall mean Duke Energy Florida, LLC.

“Relocation Work”- Shall mean only that work which is specifically described and detailed in the Work Request and Article 4 of this Agreement.

“Work”- Shall mean the Relocation Work and the Additional Work.

“Work Request”- Shall mean the documents attached to this Agreement as Exhibit A.

ARTICLE 3. CONDITIONS PRECEDENT

3.1 Notwithstanding any other provision hereof to the contrary, this Agreement and the rights and obligations of the Parties set forth herein are expressly subject to and contingent upon:

- A. Applicant securing all required easements and rights-of-way for the performance of the Relocation Work;
- B. Applicant receiving funding adequate for the payment of all costs and expenses that will be due and owing by Applicant to DE under this Agreement, and the Applicant providing reasonable evidence to DE that Applicant has received or otherwise secured such funding;
- C. The issuance by governmental agencies of all required permits and approvals necessary for the performance by both Parties under this Agreement;
- D. Applicant paying DE all funds that are required by this Agreement to be paid prior to DE beginning the Relocation Work; and
- E. Applicant obtaining written confirmation from all affected DE customers agreeing to accept underground service upon customer's property.

3.2 In the event the conditions in this Article have not been fulfilled or satisfied within ____ days of the Effective Date of this Agreement, either Party may terminate this Agreement upon written notice to the other Party with no obligation or liability under this Agreement to the other Party resulting from such termination (other than DE's right to retain the Deposit), or the Parties may mutually agree upon an extension of time within which such conditions may be met. Notwithstanding anything herein to the contrary, DE shall not be required to proceed with the Relocation Work unless and until the above noted conditions precedent have been satisfied or mutually waived in writing by the Parties. Further, notwithstanding anything herein to the contrary, it is the intention of the Parties that the provisions of this Article 3 also shall apply to any Additional Work, so that the Parties' rights and obligations with respect to any such Additional Work is expressly subject to and contingent upon the satisfaction of the conditions set forth above within ____ days of the date of the amendment authorizing such Additional Work, and failing which either Party may terminate the subject amendment upon written notice to the other Party with no obligation or liability under this Agreement or that amendment to the other Party resulting from such termination (other than DE's right to retain the Additional Deposit, if any), or the Parties may mutually agree upon an extension of the time within which such conditions may be met.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____

ARTICLE 4. DE'S SCOPE OF WORK

4.1 In consideration of the payments by Applicant of the amounts set forth in Article 7 below, DE shall provide (except to the extent excluded in the Work Request) the following as part of the Relocation Work:

A. Dismantle and at DE's discretion salvage or dispose of existing overhead distribution lines and facilities which will be replaced by the Facilities;

B. Design, permit, install and test the Facilities within the designated locations in the Cable Route;

C. Install, by directional bore, open-trench or such other means or methods as DE may determine in its sole discretion, all new primary and secondary cable, wire, conduit and appurtenances;

D. Perform all Relocation Work in accordance with applicable laws, including locating, positioning and installing (at DE's sole discretion) switchgear, pad-mounted transformers, service pedestals, pull boxes, and other related distribution equipment in accordance with the National Electrical Safety Code and other applicable industry standards, if any;

E. Modify existing DE distribution facilities located outside the Cable Route boundary as determined by DE in its sole discretion for connection to the Facilities;

F. To the extent authorized in the Work Request and to the extent the Applicant has obtained the necessary consents of the residential service users to the conversion, coordinate with such users and convert affected residential service laterals from overhead to underground;

G. Procure and maintain such insurance as DE may determine in its sole discretion is appropriate to cover property damage, personal injury and general liability of DE and its contractors, if any, arising out of or relating to their performance of the Relocation Work;

H. Provide reasonable notice to DE's customers regarding planned interruptions of electric service occasioned by the Relocation Work; and,

I. Maintain a safe work site in compliance with applicable laws, rules and safety standards pertaining to installation of the Facilities.

4.2 The above noted provisions also shall apply to and be deemed a part of any Additional Work hereafter authorized by the Parties in accordance with the terms set forth herein, except to the extent otherwise expressly noted in the applicable amendment.

ARTICLE 5. APPLICANT'S RESPONSIBILITIES

The following are Applicant's responsibilities, to be provided or satisfied by Applicant at no cost to DE:

A. Within _____ days of the Effective Date, Applicant shall provide a Notice to Proceed for the Relocation Work to DE, and shall convey to DE a non-exclusive and irrevocable license to use any easement, right-of-way or other appropriate real property interest which Applicant has with respect to the performance of the Relocation Work and the delivery of utility services thereafter by DE. Subject to the other terms of this Agreement, upon receipt of the Notice to Proceed, DE shall commence with the performance of the Relocation Work. DE shall notify Applicant, in writing, when DE believes it has received all necessary easements and rights-of-way for the Relocation Work to be obtained and provided by Applicant;

B. With respect to any Additional Work authorized by the Parties in accordance with the terms set forth herein, each amendment authorizing any such Additional Work shall address the date by when Applicant is to provide a Notice to Proceed for the subject Additional Work, as well as the date by when Applicant shall convey to DE a non-exclusive and irrevocable license to use any easement, right-of-way or other appropriate real property interest which Applicant has with respect to the performance of the subject Additional Work and the delivery of utility services thereafter by DE. DE shall notify Applicant in writing when DE believes it has received all necessary easements and rights-of-way for the subject Additional Work to be obtained and provided by Applicant. Subject to the other terms of this Agreement and the applicable amendment, DE shall not commence performance of the subject Additional Work until all conditions to be fulfilled by Applicant as to that Additional Work have been satisfied and DE has received Applicant's Notice to Proceed for that subject Additional Work;

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____

C. The Applicant shall cooperate and assist DE's permitting efforts with respect to the Work and shall not take any action (or fail to take any action required of it) that violates the conditions of any permits and approvals from any applicable governmental entities so as to allow DE to: (a) relocate the Facilities within the Cable Route, (b) cross any federal, state, or local highway or cross any rail lines or corridors along the Cable Route necessary to relocate the Facilities, and (c) otherwise perform the Work as planned by DE;

D. With respect to all easements and rights-of-way to be provided by Applicant, it is Applicant's responsibility to clear, survey, stake, and grade to within six inches of final grade, at no cost to DE, all such easements and rights-of-way. All such clearing, surveying, staking and grading must be accomplished by Applicant so as to cause no delay to DE's performance of the Work. Accordingly, as part of its clearing and grading obligation hereunder, Applicant is responsible for all removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, and all other improvements or utilities located within the easements and rights-of-way to be provided by Applicant, at no cost to DE, all such removal and restoration work located within the easements and rights-of-way to be performed so as to cause no delay to the performance of the Work by DE;

E. Applicant shall provide traffic management along affected roadways within the Cable Route;

F. Applicant is responsible for making all arrangements necessary with all other utilities or joint users of DE's above ground facilities (including telephone and cable) to remove their equipment and facilities at no cost to DE and in a manner and schedule so as not to delay DE's performance of the Work. Applicant shall acquire all contracts or agreements required to provide for the timely removal of all such joint users' equipment and facilities, and provide a copy of all such contracts and agreements to DE upon request from DE;

G. Applicant is responsible for ensuring that DE's distribution facilities are not damaged, destroyed or otherwise disturbed during the performance of Applicant's responsibilities hereunder. This obligation extends not only to Applicant's employees, but also to any contractors, subcontractors, consultants or agents of Applicant. Applicant is responsible for the full cost of repairing any such damage, destruction or disturbance; and

H. Applicant is responsible for making all necessary arrangements with all affected DE customers to prepare their premises and service entrance in a timely manner for underground service, so as not to delay DE's performance of the Work. All such consents, arrangements, and preparations shall be provided by Applicant at no cost to DE.

ARTICLE 6. TERM

The Term of this Agreement shall commence upon the Effective Date and shall continue until the end of the period set forth in Article 8, unless terminated earlier by a Party in accordance with the terms set forth herein.

ARTICLE 7. PRICE AND PAYMENT TERMS

A. DE has provided Applicant, and Applicant has accepted, the Binding Cost Estimate of DE's costs to perform the Relocation Work in the amount of \$_____, which is the price to be paid by Applicant for the Relocation Work performed by DE under this Agreement, subject to adjustment for the Final Price in accordance with the provision of this Article.

B. The Binding Cost Estimate shall be paid by Applicant in accordance with the Payment Schedule attached hereto and incorporated herein as Exhibit B. With respect to any Additional Work authorized hereunder, the compensation to be paid DE for such Additional Work, including the payment of any Additional Deposit and Additional Binding Cost Estimate amount for such Additional Work, shall be made by Applicant in accordance with the terms set forth in the subject amendment authorizing that Additional Work.

C. Because the Binding Cost Estimate is only for the Relocation Work to be performed by DE, it does not cover the costs associated with Applicant's performance of its responsibilities with respect to this Project, which costs include the cost of: (a) conversion of customers' meter bases to accommodate underground service, (b) an underground street lighting system, (c) easement acquisition; (d) restoration of landscaping, sprinkler system sidewalks, road pavement and other existing improvements within the required easements or rights-of-way, and (e) underground conversion or relocation of other utilities' facilities (telephone, cable, etc.).

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____

D. The Parties acknowledge that the Binding Cost Estimate and any Additional Binding Cost Estimate(s) are based on estimates of the various cost components that comprise the Relocation Work and Additional Work, and that the actual cost of the Work subject to the Binding Cost Estimate and Additional Binding Cost Estimate(s) may be more or less than the amounts reflected in the Binding Cost Estimate and applicable Additional Binding Cost Estimates. Within approximately ninety (90) days following the completion of the Work, DE shall furnish to Applicant an itemized statement signed by an authorized representative of DE setting forth the actual final costs of the Work ("Final Statement"). The sums of the final actual costs of the Relocation Work plus the Additional Work (if any) is the final price to be paid hereunder by Applicant to DE ("Final Price"); provided, however, in no event may a sum of more than 10% above the Binding Cost Estimate for the Relocation Work or a sum of more than 10% above the Additional Binding Cost Estimate for any particular Additional Work, be included in the Final Price amount. If the sum of all payments theretofore made by Applicant for the Work (including the Deposit and any Additional Deposits) is less than the Final Price, Applicant shall pay the remaining balance to DE within thirty (30) days after presentment of the Final Statement by DE. If the sum of such payments made by Applicant for the Work is greater than the Final Price, DE shall refund the difference to Applicant within thirty (30) days after the presentment of the Final Statement. If Applicant objects to any of the amounts reflected in the Final Statement, Applicant shall provide DE with written notice of same, stating in detail the objections Applicant has to the Final Statement. Applicant shall provide that written notice within fourteen (14) calendar days of receiving the Final Statement. All items in the Final Statement not expressly objected to by Applicant in writing within said fourteen (14) day period shall be deemed accepted by Applicant as being final and binding, without any further right to challenge or appeal such items.

E. If Applicant fails to pay any amount owed DE hereunder when due, such past due amounts shall accrue interest at the rate of 18% per annum or the maximum legal rate, whichever is lower. Further, if Applicant fails to make any undisputed payment owed DE hereunder within five (5) business days of receiving written notice from DE that such payment is past due, DE may suspend performance of all or any portion of the Work until such past due amounts have been paid in full. Any such suspension shall be deemed an Applicant Delay (as defined in Article 8 below) and Applicant shall be liable for all costs and damages incurred by DE as provided in Article 8.

ARTICLE 8. WORK SCHEDULING

A. Upon DE's receipt of Applicant's Notice to Proceed and the satisfaction or mutual waiver of the conditions precedent set forth in Article 3 above, DE will commence performance of the Relocation Work.

B. DE shall endeavor to complete the Relocation Work by _____, as said date may be extended for reasons beyond the fault or control of DE.

C. DE may utilize contractors in the performance of the Work, but such use of contractors shall not relieve DE of any of its obligations under this Agreement. Any such contractor shall not be considered a contractor to Applicant and Applicant shall not enter into any contracts directly with any such contractors during the term of this Agreement regarding any work associated with the conversion project anticipated under this Agreement.

D. If the Work falls behind schedule: (i) for reasons due to a Force Majeure event (as defined in Article 14) or any other reason not due to the fault or beyond the control of DE, its contractors, agents or employees; (ii) as the result of the actions or inactions of Applicant, its contractors, employees or agents ("Applicant Delay"), or (iii) as a result of the actions or inactions of any third parties, the time period referenced in Section 8.B above shall be extended for each such day of delay. Further, in the event of any such delay, DE, at its sole discretion, may accelerate the performance of the Work to mitigate the impact of such delay on the schedule. To the extent the delay is attributable to an Applicant Delay, Applicant shall be liable to DE for all increased costs and expenses incurred by DE, including any acceleration or other schedule impact costs and delay damages incurred by DE or its contractors, as a result of such delay. All such increased cost and expenses, damages, acceleration and other impacts associated with any such delay shall be deemed Additional Work under this Agreement. If Applicant refuses to execute an amendment to this Agreement reasonably acceptable to DE equitably adjusting DE's time and compensation under this Agreement for such Additional Work, among any other rights or remedies it may have hereunder, DE may suspend all or any portion of the Work until such time as that amendment is executed by the Parties and delivered to DE. If the delay is due to any reason other than an Applicant Delay or the fault or neglect of DE, Applicant shall have the right to request DE to accelerate its performance of the Work, to the extent commercially reasonably

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____

possible, in an attempt to mitigate the impact of the delay upon the schedule. Provided, however, DE shall perform such requested acceleration work only if the Parties reach written agreement upon the scope and the time and compensation adjustment for such acceleration work, which agreement shall be in the form of an amendment to this Agreement, and the acceleration work shall be deemed Additional Work hereunder. Until such amendment is executed by the Parties, DE shall have no obligation to accelerate its performance of the Work as a result of any such delay. If the Work falls behind schedule for reasons attributable to the fault or neglect of DE, its contractors, agents or employees, DE shall, to the extent commercially reasonably possible and as Applicant's sole and exclusive remedy for any such delay, accelerate its performance of the Work in an attempt to mitigate the impact of such delay upon the schedule, at no increased cost to Applicant.

ARTICLE 9. ADDITIONAL WORK

Any Additional Work to be performed by DE beyond the Relocation Work with respect to this underground conversion project must be authorized by a written amendment to this Agreement executed by both Parties. DE shall not be required to perform any Additional Work except to the extent a mutually acceptable amendment is executed by the Parties that sets forth the scope, compensation, schedule and other relevant terms concerning such Additional Work. To the extent the Additional Work involves the underground conversion of overhead facilities owned by DE that are not included within the scope of Relocation Work, Applicant may request DE to provide a binding estimate for the cost of such Additional Work ("Additional Binding Cost Estimate"). In the event that Applicant makes such a request, Applicant shall be required to pay an additional deposit ("Additional Deposit") in an amount to be mutually agreed to by the Parties. If the Parties fail to reach agreement on the Additional Deposit or Applicant otherwise fails to pay the Additional Deposit, DE shall not be required to provide the Additional Binding Cost Estimate. In the event an Additional Binding Cost Estimate is provided by DE for certain Additional Work, but the parties fail to reach agreement on the amendment for such Additional Work within 180 days from the date the Additional Binding Cost Estimate is provided to Applicant, besides not being required to perform such Additional Work, DE shall retain the Additional Deposit as compensation for preparing and providing the Additional Binding Cost Estimate. Notwithstanding anything herein to the contrary, in the event Applicant requests DE to perform additional underground conversion work beyond the scope of the Work then authorized by this Agreement, DE shall have the right to require any such work be performed pursuant to a new and separate agreement between the Parties.

ARTICLE 10. DIFFERING SITE CONDITIONS; INSPECTIONS BY THE APPLICANT

A. DE shall stop the performance of the Work and immediately notify Applicant, if any of following differing or changed site conditions is discovered:

1. Subsurface or latent physical conditions in the Cable Route differing materially from those anticipated by DE in preparing its Binding Cost Estimate or Additional Binding Cost Estimate, as applicable; or
2. Other conditions, differing materially from those reflected in any information or documents concerning site conditions provided to or obtained by DE or of a nature not ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

B. As soon as practical after such notice, DE shall provide Applicant a written notice including a general description of any such differing or changed site conditions, a determination of whether DE can proceed with the Work despite such conditions and, if so, whether such conditions will cause an increase or decrease in the cost of, or the time required for, performance of the Work. Upon receipt of any such notice, and if DE has determined it can proceed with the Work, Applicant may either (i) request the Work to proceed, in which event, all increased and additional work incurred by DE in response to the differing or changed conditions shall be deemed Additional Work subject to the terms of Article 9 above, (ii) request DE to otherwise modify the scope of the Work to avoid the cost of the differing or changed conditions on terms mutually acceptable to both Parties, or (iii) request DE to discontinue the Work and demobilize its work force. Applicant shall issue its request in writing to DE as soon as possible, but in any event, within five (5) business days from its receipt of the notice. In the event Applicant exercises its right under (iii) above, it shall be considered a termination for convenience by Applicant and DE shall determine the Final Price based on the Work performed, including DE's reasonable demobilization costs. The Parties acknowledge that any costs associated with differing or changed site conditions are separate and not included in the Binding Cost Estimate or any Additional Binding Cost Estimate.

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____

C. The discovery of hazardous material within the Cable Route, not specifically identified in either the Work Request or applicable amendment with respect to its location and quantity, shall be deemed to be a differing site condition pursuant to this Article. If hazardous materials are discovered, DE shall give prompt notice to Applicant of such discovery and stop that portion of the Work affected by such materials, and DE shall not recommence such portion of the Work until Applicant, at no cost to DE, has removed or otherwise neutralized such hazardous materials to DE's satisfaction. Any such suspension of the Work being deemed an Applicant Delay, with Applicant being responsible for all costs and damages as provided in Article 8 above. To the maximum extent permitted by law, Applicant agrees to indemnify, defend and hold DE and its contractors, employees and agents harmless from any cost, expense, damage, claim, liability, obligation, demand, loss, cause of action, or suit arising out of or relating to any such hazardous materials encountered during the performance of the Work, except to the extent such hazardous materials were brought onto the Cable Route by DE or its contractors, employees or agents. This indemnification, defense and hold harmless obligation shall survive the termination or expiration of this Agreement.

D. Applicant reserves the right during the performance of the Work to conduct, at its own expense, reasonable field inspections to verify compliance of the Work with the requirements of this Agreement, provided, however, that any such inspections by Applicant shall be conducted in a manner so that they do not unreasonably interfere with or delay the performance of the Work. Applicant shall promptly notify DE in writing of any Work that is incomplete or otherwise fails to comply with this Agreement. Any such Work that the Parties mutually agree to be non-compliant or incomplete shall be corrected by DE.

ARTICLE 11. WARRANTY

A. In the event that DE uses its own employees to perform such portions of the Work performed under this Agreement, DE warrants only that such Work hereunder shall be performed with that degree of skill and care which is customarily exercised in the industry by experienced firms with respect to work of a similar or like nature. In the event that DE hires a contractor to perform a portion of the Work required hereunder, DE makes no warranties or representations concerning that Work, except DE agrees to assign the contractor's warranties, if any, to Applicant for such Work.

B. EXCEPT AS EXPRESSLY STATED HEREIN, DE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER STATUTORY, BY OPERATION OF LAW OR OTHERWISE, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, OR ANY OTHER MATTER WITH RESPECT TO THE WORK PERFORMED HEREUNDER. ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY WAIVED.

ARTICLE 12. INDEMNIFICATION

Subject to the other terms of this Agreement, including the terms of Article 13 below, the Parties shall indemnify, defend and hold each other harmless from any and all claims, liabilities, obligations, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) or causes of action of whatsoever kind or nature for injury to or death of any person (including indemnitee's employees), and for damage to or destruction of property (including indemnitee's property), to the extent resulting from any or all negligent acts or omissions or willful misconduct of the indemnifying Party or anyone for whose acts that the indemnifying Party may be liable in connection with this Agreement. The indemnification, defend and hold harmless obligation shall survive the termination or expiration of this Agreement.

ARTICLE 13. LIMITATION OF LIABILITY

A. Notwithstanding anything in this Agreement to the contrary, in no event shall DE be liable for demands by Applicant for any incidental, indirect, special, consequential, exemplary, punitive, or multiple damages resulting from any claim or cause of action, whether brought in contract, tort, or under any other legal theory.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____

B. Notwithstanding anything in this Agreement to the contrary, DE's sole liability to Applicant for any non-conforming Work shall be to correct the defective Work, of which written notice must be given by Applicant to DE no later than seven (7) business days after such non-conforming Work is discovered or should have reasonably been discovered by Applicant. In any event, the aggregate liability of DE to Applicant arising out of or in connection with this Agreement shall not exceed the Final Price payable to DE for the Work performed hereunder.

ARTICLE 14. FORCE MAJEURE

A. Except for a Party's obligation to pay the other Party any sum of money owed it hereunder, neither Party shall be liable for its failure to perform hereunder if such failure is due to any act or circumstance beyond the reasonable control, and not due to the fault or neglect of, of the Party claiming the event of Force Majeure event including, but not limited to the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the Party who fails to perform is not responsible, or (x) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the reasonable control and fault of the Party claiming the Force Majeure event.

B. In the event that either Party is rendered unable, wholly or in part, by reason of an event of Force Majeure to perform any obligations set forth in the Agreement, other than an obligation to pay a sum of money owed hereunder by one Party to the other, then such Party shall give the other Party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, and thereafter, the obligations of both Parties shall be suspended to the extent and for the period of such Force Majeure condition and such cause shall be remedied with all reasonable dispatch. Settlement of strikes and lockouts shall be entirely within the discretion of the Party affected and the requirement that any event of Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the Party having such difficulty.

C. To the extent the Force Majeure event causes a delay or an increase in costs or expenses to DE, Applicant shall be liable to DE for all increased costs and expenses incurred by DE, including any acceleration or other schedule impact costs and delay damages incurred by DE or its contractors, as a result of such Force Majeure event. All such increased cost and expenses, damages, acceleration and other impacts associated with any such delay shall be deemed Additional Work under this Agreement. If Applicant refuses to execute an amendment to this Agreement reasonably acceptable to DE equitably adjusting DE's time and compensation under this Agreement for such Additional Work, among any other rights or remedies it may have hereunder, DE may suspend all or any portion of the Work until such time as that amendment is executed by the Parties and delivered to DE.

ARTICLE 15. NOTICE

A. Unless otherwise stated herein, any notice required hereunder must be given in writing to the below-designated representative of each Party within the required specified period of time. Notice is deemed to be delivered by the Party providing such notice to the receiving Party at the address provided in Paragraph B below in the following manner: (1) upon hand-delivery; (2) upon confirmation of transmittal by facsimile or telex; (3) within five (5) business days after depositing such notice with the United States Postal Service first-class, registered or certified mail; or (4) within two (2) business days after depositing such notice with a nationally-recognized overnight courier service.

B. The Parties' respective authorized representatives and mailing addresses are as follows:

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____

DE:
Duke Energy Florida, LLC

The Applicant:

The _____ of _____

Attn: _____
Fax: _____

Attn: _____
Fax: _____

- C. Either Party may change its address or designated representatives for the receipt of notice, requests or other communications hereunder by providing the other Party with notice within ten (10) business days and in accordance with Paragraph A of this Article.

ARTICLE 16. TERMINATION

In the event either Party is unable to perform its obligations because of any Force Majeure as defined in Article 14 herein, the Party awaiting performance by the other Party may elect to terminate this Agreement by giving written notice to the non-performing Party if the Force Majeure exceeds one hundred twenty (120) days. In the event either Party is in default of any of its material obligations under this Agreement, the non-defaulting Party shall notify the defaulting Party in writing, setting forth in detail the default. If the defaulting Party fails to commence to diligently and continuously cure such default within fourteen (14) days of receipt of the written notice from the non-defaulting Party, the non-defaulting Party may terminate this Agreement upon giving the defaulting Party written notice of such termination. Within approximately ninety (90) days following any termination of this Agreement, DE shall furnish to Applicant the Final Statement referenced in Article 7 above setting forth the Final Price for the Work to be paid by Applicant, including DE's reasonable demobilization costs.

ARTICLE 17. DISPUTE RESOLUTION

Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties shall meet at a mutually acceptable time and place within ten (10) business days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. In such meetings and exchanges, a Party shall have the right to designate any information that a Party offers as confidential, and no designated confidential information exchanged in such meetings for the purpose of resolving a dispute will be used by a Party in litigation against another Party. If the matter has not been resolved by these individuals within thirty (30) calendar days of the disputing Party's notice, or if the Parties fail to meet within ten (10) business days as required above, either Party may initiate mediation as provided hereinafter. The mediation proceeding shall be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Dispute or other mutually agreed upon procedures, with the following exceptions:

(1) if the Parties have agreed to pursue mediation but have not agreed within thirty (30) calendar days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panel of Neutrals as the mediator; and

(2) efforts to reach a settlement shall continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding; provided, however, notwithstanding the foregoing, an impasse shall be deemed to have occurred if the Parties have failed to execute a written settlement within ninety (90) calendar days after the date the mediation proceeding was initiated by either Party.

If the Parties are unable to resolve the dispute and litigation proves necessary, either Party may initiate such litigation.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____

ARTICLE 18. GOVERNING LAW AND VENUE

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of laws where the giving of effect to any such principles would result in the laws of any other state or jurisdiction being applied to this Agreement.

ARTICLE 19. ENTIRE AGREEMENT

The Agreement constitutes the entire understanding between DE and Applicant relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the Parties. The Parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Agreement.

ARTICLE 20. MODIFICATION

No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

ARTICLE 21. WAIVER

There shall be no waiver by either Party of any right, remedy, term, condition, or provision of this Agreement unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced. Nor shall any usage of trade, course of dealing, practice of performance, or failure to strictly enforce any term, right, obligation or provision of this Agreement by either Party be construed as a waiver of any provision herein unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced.

ARTICLE 22. SEVERABILITY

In the event any provision, or any part or portion of any provision of this Agreement shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either Party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the Parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Agreement is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either Party.

ARTICLE 23. SURVIVAL OF PROVISIONS

Neither termination nor cancellation of this Agreement shall be deemed to relieve the Parties of any obligations hereunder that by their nature survive termination or cancellation including, but not limited to, all warranty, indemnification, and limitation of liability obligations.

ARTICLE 24. CAPTIONS

The headings used throughout this Agreement are inserted for reference purposes only and are in no way to be construed as a limitation of the scope of the particular sections to which they refer.

ARTICLE 25. REPRESENTATIONS AND WARRANTIES FROM APPLICANT

25.1 Applicant represents and warrants as follows:

ISSUED BY: **Lori Cross, Manager, Regulatory Services - Florida**

EFFECTIVE: _____

A. Applicant is a [public body/association/company] duly formed, validly existing, and in good standing under the laws of the State of Florida with its principle place of business and chief executive offices at its address set forth herein.

B. This Agreement, including all Exhibits referenced herein, on execution, will constitute valid obligations of Applicant, enforceable in accordance with their terms. The consummation of the transactions or actions contemplated by this Agreement, and the performance of any of the terms and conditions of this Agreement, will not result in a breach of, or constitute a default in, Applicant's organizational documents or in any deed, deed of trust, covenant, restriction of record, note, loan agreement, credit agreement, bond or trust indenture, or any other agreement to which Applicant is a party or by which Applicant may be bound or affected. Applicant is not in default of any order of any court or any requirement of any governmental authority that could materially adversely affect this Agreement or the easements or rights-of-way for and property along the Cable Route.

C. This Agreement is not misleading, and fully and fairly states all material facts relevant to the matters with which it purports to deal. There is no fact of which Applicant is aware that Applicant has not disclosed to DE in writing that could materially adversely affect this Agreement or the easements or rights-of-way for and property along the Cable Route. Applicant has furnished DE with a true and complete copy of all documents relating to this Agreement.

D. Applicant holds or will hold within the time periods set forth in this Agreement for obtaining easements and rights-of-way necessary for the Work, full legal and equitable title to the easements and rights-of-way obtained and provided to DE for the Work. The terms and conditions of all new easements and rights-of-way to be provided by Applicant hereunder, shall be substantially similar to the terms and conditions of the original easements or rights-of-way for the existing overhead facilities being relocated hereunder, unless otherwise agreed to in writing by DE, in its sole discretion.

E. There are no actions, suits, or proceedings pending or, to the knowledge of Applicant, threatened, in any court or before or by any governmental authority against or affecting Applicant or any of the property along the Cable Route, which, if adversely determined, would have a material adverse effect on the property along the Cable Route or impair the ability of Applicant to complete its obligations under this Agreement, or which involve the validity, enforceability, or priority of this Agreement and any easements or rights-of-way for the Work, at law or in equity.

F. There are no governmental requirements prohibiting the use and operation of the property along the Cable Route for the Relocation Work. There are no, nor are there any alleged or asserted, violations of governmental requirements, law, regulations, ordinances, codes, permits, licenses, declarations, covenants, conditions, or restrictions of record, or other agreements relating to the easements and rights-of-way for or property along the Cable Route. Applicant has obtained or is not aware of any reason why it cannot obtain all necessary easements, rights-of-way, permits, licenses, consents, or approvals for performance of the Relocation Work.

G. DE will have adequate access to perform the Relocation Work. Further, the property along the Cable Route is not located in a flood zone as defined in the Flood Disaster Protection Act of 1973, as amended, and the property along the Cable Route is not located within wetlands as defined by any governmental authority, or where wetlands are located on the property along the Cable Route, they have been delineated and all required governmental approvals for the Relocation Work have been obtained by Applicant.

H. The Applicant warrants and represents that it has the legal authority and is duly authorized to enter into each and every provision within this Agreement and to abide by and comply with each and every provision in this Agreement.

25.2 The representations and warranties in this Agreement are made by Applicant as an inducement to DE to enter into this Agreement and Applicant understands that DE is relying on these representations and warranties. These representations and warranties shall survive any breach or default of this Agreement, any bankruptcy

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____



proceedings involving Applicant, any termination of this Agreement, and any assignment or conveyance of this Agreement.

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____



IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date and year first above written.

DUKE ENERGY FLORIDA, LLC D/B/A

DUKE ENERGY

By: _____

By: _____

printed name

printed name

title

title

ISSUED BY: Lori Cross, Manager, Regulatory Services - Florida

EFFECTIVE: _____

Funds available from Pinellas County

Gulf Blvd Beautification Report
Recon 2.4.26

CITY/TOWN	ROW Footage	% of Footage	Max Available	Total Billed to date	Balance Remaining
Clearwater	N/A	N/A	\$ 750,000	\$ 602,611.19	\$ 147,388.81
Belleair Beach	14,471	8.7294%	\$ 2,946,157	\$ 2,269,632.00	\$ 676,525.12
Belleair Shore	5,431	3.2761%	\$ 1,105,700	\$ 851,797.00	\$ 253,902.63
Indian Rocks Beach	27,982	16.8796%	\$ 5,696,867	\$ 5,629,720.34	\$ 67,147.08
Indian Shores	N/A	N/A	\$ 500,000	\$ 500,000.00	\$ -
Redington Shores	11,760	7.0940%	\$ 2,394,223	\$ 2,394,223.00	\$ -
N Redington Beach	7,954	4.7981%	\$ 1,619,358	\$ 1,619,358.00	\$ 0.28
Redington Beach	10,638	6.4172%	\$ 2,165,795	\$ -	\$ 2,165,795.00
Madeira Beach	22,524	13.5872%	\$ 4,585,671	\$ 4,568,860.94	\$ 16,809.91
Treasure Island	25,786	15.5549%	\$ 5,249,783	\$ 2,508,399.88	\$ 2,741,382.96
St. Pete Beach	\$ 39,228	\$ 0	\$ 7,986,445	\$ 4,117,225.43	\$ 3,869,219.97
	165,774	100%	\$ 35,000,000	\$ 25,061,827.78	\$ 9,938,171.76

Exhibit A total

**Amount paid in advance to Duke Energy
(From east side undergrounding project)**

Display Invoices by Vendor

Date: 04/16/2026
Time: 5:04 pm
Page: 1

Town of Redington Beach

Vendor Name: DUKE ENERGY
Vendor Number: DUKEUNDERG

Invoice Number	Inv. Date	Ref No.	Status	Check No.	Check Date	Net Amt	PO No.	Invoice Description
F3774475501	08/24/2021	8433	C	10003	09/01/2021	596,172.31		Gulf Blvd Undergrounding

GL Number	Distribution Description	Gross Amount	Amount To Pay
300-539-539.630		596,172.31	596,172.31

Total Invoices: 1	596,172.31
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