BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, OCTOBER 21, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

This meeting will immediately follow the Board of Commissioners Workshop

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Award Presentation, Florida State Senator Nick DiCeglie for his dedication to first responders.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: August 19, 2025, Workshop; September 2, 2025, Regular Meeting; December 6, 2024, Special Meeting; and December 17, 2024, Regular Meeting and Workshop.
August 19 2025 Workshop Minutes_Final.docx
09.02.2025 Regular Minutes.docx
12.17.25 Ws minutes_LM.pdf
12.06.14 Special meeting minutes reviewed.pdf
12.17.25 Regular minutes_LM.pdf

G. CONSENT AGENDA

G.1 Authorizing the City Manager to Execute a Three-Year Roadway Management Technologies (RMT) Software Contract for $60,000 ($20,000 per year).

RMT Contract - Treasure Island FL - RPPA - 5.27.2025
v2.pdf RMT Overview Treasure Island FL 05.27.25.pdf

RMT Contract - Dunedin RPPA Executed
Contract.pdf RMT - Dunedin RFP 3.31.24 Final v3.pdf

G.2 Consideration of Authorization for City Manager to Execute a Two-Year SeeClickFix Software Contract for $34,562.26 ($17,281.13 per year)
Quote
Overview

G.3 Approve City Manager spending authority in an amount not to exceed $600,000 for as-needed building services with M.T. Causley or Joe Payne Inc.

G.4 Purchase and Upfitting of Two Police Vehicles
FY26 Sunbelt Ford Quote.pdf
FY26 Lightning Wireless Solutions Quote #22870.pdf
FY26 Lightning Wireless Solutions Quote #22886.pdf
FY26 Motorola Quote #3133375.pdf

G.5 Forward Pinellas Local Agency Grants Program

H. ITEMS OF BUSINESS

H.1 First Reading of Ordinance 2025-17 Amending the Land Development Regulations to allow for Alternative Temporary Lodging Units, in alignment with the City of Treasure Island Comprehensive Plan and Countywide Plan.
Amended Proposed Text Amendment Ordinance 10082025 (003).docx Signed application.pdf
Thunderbird Affidavit to Authorize Agent.pdf LPA Resolution 2025-11.pdf
Business Impact Ordinance 2025-16.docx Staff Report - V2.pdf
TI CD25-02 Consistency Letter.pdf

H.2 First reading of Ordinance 2025-30, Amending Ch 18, Section 73, Saturday construction hours to begin no earlier than 9AM

2025-30 Construction Hours Code Amendment.docx

H.3 First Reading of Ordinance 2025-31 Beach Renourishment Charter Amendment
Ordinance 25-31 (beach renourishment charter amendment) (Updated).v2.docx

H.4 First Reading of Ordinance 2025-28, to approve FY 2026 fee schedule

H.5 Resolution 2025-22 Appointments to the Code Enforcement Board
D. Ball CEB Application.pdf
S. Cohen Application.pdf
Letter of Interest Code Enforcement Board Shari Cohen.pdf

J. Grey CEB Application.pdf
D. Smith Application.pdf
D. Smith Resume.pdf
RES2025-22 Code Enforcement Board.docx

H.6 Interlocal Agreement with Pinellas County for Cooperative Procurements of Post Storm Recovery Services
Post Storm Recovery - ILA Final Version.docx
Exhibit B.docx
Exhibit A_Scope of Work Copy to ILA.docx

H.7 FY 2026–27 Coastal Partnership Initiative (CPI)

H.8 Piggyback Contract with Ballard Partners for State Lobbying Services
Sarasota Contract.pdf
Ballard Offer Letter.pdf
Sarasota RFP 23-30JS.pdf
Ballard Proposal.pdf
Treasure_Island_Piggyback_Agreement 10_16_25.pdf

I. COMMISSIONER REPORTS

J. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 10451 Gulf Blvd, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. D.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 21, 2025
SUBMITTED BY:	Bobbie Shay Lee, Fire
ITEM TYPE:	Recognitions
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	Award Presentation, Florida State Senator Nick DiCeglie for his dedication to first responders.
BACKGROUND:	Florida State Senator Nick DiCeglie has a legacy of supporting supports first responders through legislative efforts focusing on health and safety, improved medical care options, and enhanced emergency response preparation. He has used his own experience as a hurricane victim to champion emergency response reform and rehabilitation efforts. Additionally, Senator DiCeglie championed House Bill 929, the Firefighter Health and Safety bill, during the 2025 legislative session. This legislation addresses chemical hazards in firefighters' gear and promotes reasonable work schedules.
POLICY/PURPOSE:	In gratitude for his support and dedication to the first responders in the City of Treasure Island
STRATEGIC PLAN RELEVANCE:	NA
ANALYSIS/DISCUSSION:	NA
FUNDING:	NA
MOTION:	NA

ATTACHMENTS:

AGENDA ITEM NO. F.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 21, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: August 19, 2025, Workshop; September 2, 2025, Regular Meeting; December 6, 2024, Special Meeting; and December 17, 2024, Regular Meeting and Workshop.
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	The purpose of this item is to review and approve the following minutes: August 19, 2025, Workshop; September 2, 2025, Regular Meeting; December 6, 2024, Special Meeting; and December 17, 2024, Regular Meeting and Workshop.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes, as presented.

ATTACHMENTS:
August 19 2025 Workshop Minutes_Final.docx
09.02.2025 Regular Minutes.docx
12.17.25 Ws minutes_LM.pdf
12.06.14 Special meeting minutes reviewed.pdf
12.17.25 Regular minutes_LM.pdf

BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, AUGUST 19, 2025 – 7:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD TREASURE ISLAND, FL 33706

MINUTES

Mayor Doctor called the meeting to order at 8:19 p.m.

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Anthony Sabatini advised parking had already been modified, said referendums on height were inadmissible but referendums on land sales were permitted, and noted he was working on staff plans and Comprehensive Plan amendments.

City Manager Charlie Van Zant reviewed a presentation, as contained in background material. Commissioner Clark questioned if the parking fees for Sunset beach were $5 hour. Finance Director Victor Ortiz confirmed it was $5. City Manager Charlie Van Zant continued the report.

B. DISCUSSION

B.1 Fiscal Year 2025 Third Quarter - Financial Update

Interim Finance Director Mike Howard reviewed a presentation, as shown in background material. Commissioner Dickey asked if there was risk of losing funds from the special revenue funds. Director Howard continued the report. Commissioner Dickey wanted to know why the fund would go negative, instead of washing to zero. After assuring Commissioner Dickey he would provide a more detailed explanation, Director Howard resumed the presentation.

C. PUBLIC COMMENT

There was no public comment.

D. ADJOURNMENT

The meeting was adjourned at 8:42 p.m.

_____
Lisa-Marie V. Kennedy, City Clerk

_____
John Doctor, Mayor

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, SEPTEMBER 2, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 6:00 p.m. and led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

There were no changes to the agenda.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

On invitation from Mayor Doctor, Mr. Jim Brainard, former Mayor of Carmel, Indiana, shared a presentation. Mayor Doctor wanted the Commission to give consensus to the City Manager to bring back a contract for Mr. Brainard to work with the City. Vice Mayor Vasquez was opposed to moving forward because the item had not previously been noticed and did not feel the way the item was brought forward was appropriate. Commissioner Dickey applauded Mr. Brainard's presentation, but agreed with Vice Mayor Vasquez that there was not enough time or information to move forward. Commissioner Czyszczon did not feel Carmel, Indiana, was similar to Treasure Island or that there was sufficient notice to give direction. Commissioner Dickey emphasized that he was not opposed to Mr. Brainard's services, but wanted more information. Commissioner Clark praised Mr. Brainard and expounded on how his services would benefit the City. Mayor Doctor asked if the Commission would be comfortable with putting

the item on the workshop agenda for September 16, 2025. Responding to Vice Mayor Vasquez, City Attorney Anthony Sabatini advised on cost thresholds that would require a Request for Procurement or Request for Qualifications. Vice Mayor Vasquez spoke against the item based on additional consultant services costs and the differences between Carmel, IN, and the City.

Commissioner Clark argued Mr. Brainard would be instrumental and expounded on the importance of a master plan. Conversations continued on other items in the agenda.

E. CITY MANAGER AND CITY ATTORNEY REPORTS

Attorney Sabatini said most of his comments were on the items heard this evening.

City Manager Van Zant invited Stephen Rolan, Treasure Island Fire Department, to promote the 9/11 Memorial Walk. City Manager Van Zant continued discussing the item and continued with the City Manager report, as contained in background material.

F. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mr. West Evans, Isle of Palms, noted there was no consensus on having a workshop on Mr. Brainard's services and argued for a workshop on September 16, 2025.

Mr. Carlo Miro, District 3, said he had not previously heard any objection to consultant fees and argued Mr. Brainard could help build the Treasure Island residents wanted.

G. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: March 18, 2025, Regular and Workshop Meetings; May 27, 2025, Special Meeting; and August 5, 2025, Regular Meeting.

Vice Mayor Vasquez moved the Commission approve the minutes as presented, seconded by Commissioner Dickey. Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H. CONSENT AGENDA

Vice Mayor Vasquez moved to approve the consent agenda items, as presented, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment.

Mr. Mark Hohe, District 3, thought the City was moving too quickly on Item G.7. and expressed concern about delegating administrative plat approval to Community Development Department (CDD) Director Bobbie Shay Lee. Commissioner Dickey praised Director Lee but reluctantly agreed with Mr. Hohe. City Manager Van Zant stated no CDD decisions were made in a vacuum and stressed the public should get out of the habit of calling out staff by name, and reassured the Commission the City would do their due diligence before approving plats/replats. Commissioner Dickey was reassured. **The motion carried five to zero.**

G.1 Authorize Treasure Island City Clerk, Lisa-Marie Kennedy, to continue outside employment.

G.2 Extending Contract Renewal Term Year 1 of 3 for SSOVA, INC. Non-Exclusive License Agreement.

G.3 Providing for additional work on the seawall between sections 8+00 through 12+00 at the Living Shoreline Project.

G.4 Permit Review

G.5 Lease approval for loaned PCSB building

G.6 MOU between City of Treasure Island and Lealman Fire Rescue District for vehicle maintenance/repairs

G.7 Review and approval of Resolution 2025-19 designating an administrative authority for the review and approval of plats and replats.

H. ITEMS OF BUSINESS

H.1 Second Reading and Public Hearing of Ordinance 2025-06, Budget Amendment to Fund Treasure Bay Tennis Court Resurfacing and Fence Replacement in an amount not to exceed $231,650. (Item continued from the August 19, 2025, Regular Commission Meeting).

Parks and Recreation Director Cathy Hayduke commented on the item. Attorney Sabatini read the ordinance by title only. **Vice Mayor Vasquez moved to approve and adopt Ordinance 2025-06 at the second and final reading and public hearing, seconded by Commissioner Clark.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.2 First Reading of Ordinance 2025-13 creating Chapter 60 "Introduction" of the Land Development Regulations.

Vice Mayor Vasquez moved to approve Ordinance 2025-13, creating Chapter 60 "Introduction" and schedule the item for a second and final reading, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. Attorney Sabatini read the ordinance by title only. **The motion carried five to zero.**

H.3 First Reading of Ordinance 2025-14 regarding updates to Chapter 73 "Signs and Advertising" of the Land Development Regulations.

City Attorney Sabatini read the ordinance by title only. Vice Mayor Vasquez moved to approve Ordinance 2025-14 amending Chapter 73, "Signs and Advertising" and schedule the item for a second reading, seconded by Commissioner Dickey (The motion was not voted on). Mayor Doctor called for public comment. Commissioner Dickey believed stricken clauses 14 and 17 were important to keep. Attorney Sabatini said the motion could include those changes. CDD Assistant Director Maryellen Edwards said staff was amendable to putting the items back in. Commissioner Dickey moved the Commission move the motion forward adjusting for Section 14 and Section 17, adding those back to the ordinance, seconded by Vice Mayor Vasquez (the motion was not voted on). Commissioner Czyszczon asked about Section 25. Assistant Director Edwards said the items were removed because they were duplicative. Mr. Kelley Klepper, Kimley-Horn, stated the items were non-regulatory and duplicative but was fine with not removing them. **Commissioner Czyszczon moved to retract the statement**

Commission Dickey mentioned and put back 14, 17, and 25, seconded by Commissioner Dickey. The motion carried five to zero.

H.4 Approve the City Manager to sign a contract with Kimley-Horn for the Phase 2 update to the Land Development Regulations and authorize the City Manager's Purchase Authority of $151,100.

Vice Mayor Vasquez moved for the City Commission to approve purchasing authority for the scope of work with Kimley-Horn in an amount not to exceed $151,000 for the preparation of Phase 2 of the Land Development Regulations, seconded by Commissioner Clark. Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.5 First Reading of Ordinance 2025-15, allowable encroachments for elevation of existing structures.

City Attorney Sabatini read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-15 and schedule a second and final reading, seconded by Commissioner Dickey.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.6 First Reading of Ordinance 2025-16 amending the City of Treasure Island Comprehensive (Comp) Plan to allow for Alternative Temporary Lodging Units, in alignment with the Countywide Plan.

City Attorney Sabatini read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-16 at the first reading and recommended transmittal to the Department of Economic Opportunity in accordance with Section 163.3184, Florida Statutes; and other reviewing agencies as required, seconded by Commissioner Czyszczon.**

Attorney Katy Cole, Hill Ward Henderson, applicant representative, reviewed a presentation and distributed a handout, as contained in background material. Ms. Donna Jallamore, Thunderbird, addressed the request for increased height and density and efforts to include City input. Ms. Isabelle Albert, ID, distributed materials contained in background material and continued review of the presentation. Mr. Gilad Ovaknin, Thunderbird Hotel owner, expressed his eagerness to reopen and expounded on prior efforts to communicate with City staff. Attorney Cole made concluding remarks and said the comments and reports were applicable to Items H.6. and H.7.

Commissioner Dickey asked why the proposal included changes in RFM-30. Ms. Albert advised staff suggested including the other areas. Commissioner Dickey wanted clarification about 184 parking spaces. Mr. Ovaknin commented there were no final plans, but there may be a requirement for additional parking.

Mayor Doctor asked the public to address Items H.6. and H.7. together and keep comments brief.

Mr. Richard Harris, 374 Bay Plaza, spoke about the need for improved hotels, the fact that the items would come back before the Commission and the Public through a Developers

Agreement, the City had several plans that had existed, did not believe 20 feet was significant, and commented on other buildings that did not fit in their zoning areas, but believed development was needed, and referenced a Walt Disney quote.

Mr. Mark Hohe, District 3, advocated for citizen involvement in development decisions, remarked on State legislation changing the City's process, felt the application was forced and the City was ceding responsibility by having a privately initiated amendment and believed development the way it was presented circumvented citizen involvement.

Ms. Marie Barba, District 4, recommended rejecting the applications because height and density requests were extreme and believed the applications did not include the citizens, and disagreed that Florida legislation prohibited a referendum on height and density.

Mr. Jeff Baynon, Isle of Palms, highlighted the importance of the mandate on height and density, praised Mr. Brainard's work in IN, believed anyone who would benefit from increased height and density should recuse themselves.

Ms. Barb Adams, Isle of Palms Civic Association President, cited the demolition of downtown and the 2024 hurricanes as an opportunity for significant change but wanted more planning and offered suggestions on parking alternatives, said the citizens did not want eight stories, residents cared about height, and suggested the hotels make more unique rooms to charge additional money instead of increasing the number of rooms.

Ms. Derry Smith, 55 79th Terrace, submitted a petition created with a developer who was shocked by the increased floor area ratio and said she had heard from no residents who favored increased height.

Mr. Grant Smith, Local Planning Agency (LPA) Board Member, stated the applicant and staff had made incorrect/unsubstantiated statements regarding consistency with County plans, additional density was required for increased financial feasibility, the fact that developers would not build to the maximum, and that the City would benefit from the increase height and density.

Mr. Chris Downing, LPA Board Member, applauded Mr. Smith's explanation of the situation, highlighted the City was already consistent with County height requirements, increasing the allowable height would encourage developers to request additional height, and stressed the City had the opportunity to revitalize, but a master plan was essential, and argued the zoning changes would impact the entire City.

City Attorney Sabatini said the amendment allowed the City Commission to make decisions about future development plans and did not automatically allow increased height and density.

Ms. Diana Crabill, 285 115th Avenue, asked the Commission to delay the vote, did not like the petitioner proposing the amendments, liked the Thunderbird and the redevelopment of Treasure Island, asserted the County received a majority of the money from City taxes collected, wondered if buying/trading density had been considered, solid waste impacts, letters of interest for the County taking the sewer system, the impacts to Fire Department equipment needs, and the Countywide plan benefiting from Treasure Island taxes, and asked for workshops, and to delay or deny the items.

Ms. Sarah Pennington, Isle of Palms, appreciated the Thunderbird and the architecture of Treasure Island, believed it was unusual for the developer to be the one who initiated the change, argued the City was consistent with the County, felt the amendment would set precedent for future applications, stated the LPA was told false information, and felt the Thunderbird being allowed to approve the Comp Plan was not good for the City, said things could not be done in a rush, asked how to ensure developers do not pursue increased height only to make their property more valuable, argued the City was no responsible for profitability.

Mr. West Evans, Isle of Palms, appreciated the Treasure Island charm, did not believe it was the City's responsibility to ensure businesses were profitable, liked the work done in Carmel, IN, and suggested the Thunderbird work with Mr. Brainard, argued for a master plan, and asked the Commission to table or vote no on the item.

Ms. Ingrid Rabant, District 2, asked about the referendum on height and density. City Attorney Sabatini advised on legislation that made the referendum void. Ms. Rabant told a story about the mosaic at the bottom of the Thunderbird Hotel pool, emphasized the potential for downtown, and believed greenspace had been overlooked.

Mr. Mike Penhallegon, Treasure Island Resident, commented on the ongoing allegations about Commissioners, felt the perception of conflicts of interest was concerning, asserted the community needed a master plan, and advocated for working together.

Ms. Sharon McClendon, South Pasadena, stated there were regulations regarding short-term rentals, people did not want small hotel rooms, did not know if the City infrastructure could accommodate increased numbers of visitors, did not believe the City should make decisions because of the storms, and spoke about previous efforts to increase height and density. Attorney Sabatini said the amendment was not spot zoning and was legally defensible. Ms. McClendon remarked on the traffic pattern for ingress/egress to the Thunderbird, and commented on City infrastructure keeping up with development.

Attorney Sabatini explained a voting conflict only existed when there was a special private gain or loss, meaning a vote uniquely impacted an elected official, not when the elected official was part of a greater group of people, said none of the Commission was prohibited from voting, and clarified that voting for the comp plan amendment did not set precedent for future applications, and expounded on possibilities of development plans.

Attorney Cole reiterated benefits of passing the comp plan amendment, highlighted developer agreement concessions that would not be in a site plan application, and explained the next steps for approval.

Vice Mayor Vasquez believed the amendment would allow for more conversations with developers, argued the City should be more accommodating, believed the City needed improved aesthetic, and felt it was the Commission's job to rebuild the City.

Commissioner Clark was for development and loved the Thunderbird, thought the residents were in favor of development, but wanted planned development driven by residents, cited previous poor decisions that were rushed into, and wanted to know if developers would split profit if they sell the property.

Commissioner Czyszczon touched on vacant property in the City, remarked on attacks to his character through email and social media, and wanted to know what Mayor Doctor thought.

Commissioner Dickey referenced the legislation that took away the citizen referendum on height and density, cited emails from residents for/against the amendment, and believed the City Commission should vote against the amendment because residents did not want it.

Mayor Doctor believed the City needed public-private relationships for growth, felt the City needed someone with imagination to help the City grow, commented on the parking issues that could be addressed by public-private partnerships, and was voting in favor to see what the development agreement would look like.

The motion carried three to two; Commissioners Clark and Dickey voted no.

H.7 First Reading of Ordinance 2025-17 Amending the Land Development Regulations to allow for Alternative Temporary Lodging Units, in alignment with the City of Treasure Island Comprehensive Plan and Countywide Plan.

Vice Mayor Vasquez moved to approve Ordinance 2025-17 and schedule a second reading following approval of Ordinance 2025-16, amending the text of the City of Treasure Island Comprehensive Plan, seconded by Commissioner Czyszczon. Attorney Sabatini read the ordinance by title only. **The motion carried three to two; Commissioners Clark and Dickey voted no.**

H.8 Resolution 2025-20, Adoption of the 2026-2030 Strategic Plan

Vice Mayor Vasquez moved to approve Resolution 2025-20, adopting the 2026-2030 Strategic Plan, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment.

Ms. Diana Crabill, District 2, was disappointed the Strategic Plan engagement session was held offsite and did not include key residents in the discussion.

The motion carried five to zero.

I. COMMISSIONER REPORTS

Citing the cost the Cities of Madeira Beach and St. Pete Beach pay for police, Vice Mayor Vasquez addressed rumors that outsourcing police would save the City money and highlighted upcoming 9/11 Memorial events.

Commissioner Clark commented on the rampant overgrowth and code violations. Attorney Sabatini said staff was working on ordinance to be able to mitigate code violations.

Commissioner Czyszczon also commented on clogged street drains and favored going for an RFP to recruit a City planner.

Commissioner Dickey reviewed a presentation, as contained in background material.

Mayor Doctor noted the American Legion was having a grand opening at the end of September.

J. ADJOURNMENT

The meeting was adjourned 9:35 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, DECEMBER 17, 2024
COMMISSION CHAMBERS
10451 GULF BOULEVARD TREASURE ISLAND, FL 33706

MINUTES

Present:
Mayor John Doctor
Vice Mayor Dickey
Commissioner Diana Crabill
Commissioner Bob Minning

Absent:
Commissioner Deb Toth

Mayor Doctor called the meeting to order.

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan stated she would give a presentation on procurement process after the project review. City Manager Charles Anderson gave a report as detailed in the background material.

B. DISCUSSION

B.1 Project Review and Prioritization

City Manager Anderson explained that the Mayor and City Commissioners were provided with a City project listing of all currently known construction and non-construction projects and each Commissioner was asked to review the list and to provide an individualized priority listing of their top 5 projects back to staff. City Manager Anderson evaluated which projects the commissioners deemed important and then pulled all the projects all together to get the top 5 projects staff would work on with Commission direction. Prompted by Commissioner Minning, City Manager Anderson noted the concept would be at the Commission's direction, the next step would be the Request for Proposal/Request for Qualifications, and the Commission would have to choose the location of the Public Safety Facility. The Commission gave direction to City Manager Anderson to come back with pros and cons of each location for public safety facilities. Commissioner Dickey expressed concerns about

the parking lots which were damaged and how it could affect revenue. City Attorney Cowan clarified Land Development Regulations (LDR) Phase 1 had a hard deadline. City Manager Anderson stated the deadline would be met and he would add the public safety facility to a workshop.

City Attorney Cowan gave a presentation on procurement which was included in the background material. Commissioner Dickey expressed concern about the cost of the temporary buildings for Fire and Police while a building was being built. Mayor Doctor asked if the State or any grant money would be acquired for the new public safety facility. City Manager Anderson stated the cost of the temporary facilities is currently 100% reimbursable by FEMA and then after 120 days it was 75/25 split with 75% covered by FEMA and then 25% was covered by the City. Prompted by Commissioner Minning, Fire Chief William Barrs clarified FEMA would cover 75% of the cost for two years as long as the City was working toward a new building. Fire Chief Barrs answered Mayor Doctor and explained staff would bring recommendations on single project limits, and he was expecting reimbursement from FEMA, potential budget appropriations from the State, insurance proceeds, and Ad Valorem tax revenue. Prompted by Mayor Doctor, Police Chief Barkley stated the Police Officers did take their cars home, and two cars would be going to auction. Discussion continued on grant options for the public safety facility.

C. PUBLIC COMMENT

Mr. Andrew Vasey, District 2, encouraged the Commission to get through schematic design to be able to apply for grants, noted advantages of design-build, agreed the pricing Chief Barrs provided was accurate, and noted Senators were interested in supporting the public safety facility.

D. ADJOURNMENT

The meeting was adjourned at 9:03 p.m.

_____
John Doctor, Mayor

Attest:

_____
Tia Payton, Deputy City Clerk

BOARD OF COMMISSIONERS SPECIAL WORKSHOP
FRIDAY, DECEMBER 6, 2024 – 1:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD TREASURE ISLAND, FL 33706

MINUTES

A. CALL TO ORDER

Mayor Doctor called the meeting to order at 1:00 p.m.

B. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Arden Dickey
Commissioner Deb Toth
Commissioner Diana Crabill
Commissioner Bob Minning

C. PUBLIC COMMENT ON NON-AGENDA ITEMS

Ms. Deb Garvin, resident, asked Commissioner Toth to speak into the microphone and expressed frustration with the Commission due to permitting process.

Mr. Mark Hohe, 225 104th Ave, read an email into the record.

Ms. Brandy Long, District 2, requested a town hall regarding permitting. City Attorney Cowan answered it was up to Mayor to have the back-and-forth conversation. She continued to explain in workshops there could be more interaction and public comment could be handled differently such as taking notes then getting back to the person. Ms. Long stated the City Attorney manipulated the Commission to what she wanted the Commission to do and further explained the benefits of having a Q&A style meeting. Vice Mayor Dickey was in favor of having an open forum and would answer any questions from residents. City Attorney Cowan clarified for Mayor Doctor that there would be no limitation for Commissioners to participate in a Town Hall.

Ms. Visary Hoxha, 32 Dolphin Dr, explained the data behind his substantial damage determination and expressed frustration regarding the substantial damage letter.

Mr. West Evan, District 2, suggested an open forum discussion and to explain the permitting process during the forum.

Mayor Doctor inquired if the Commission would be interested in having a Town Hall. Vice Mayor Dickey was in favor of the Town Hall. Commissioner Minning was in favor of having the meeting and noted there would need to be decorum. Commissioner Crabill was in favor of having the meeting and suggested having staff present to answer questions about the permitting process. Commissioner Toth was in favor of having the meeting and suggested the Town Hall be a learning process for residents.

Mayor Doctor called for a 5-minute recess due to multiple residents speaking out.

Mayor Doctor called the meeting to order, stated a Town Hall would happen and explained the importance of decorum.

D. WORKSHOP ITEMS FOR DICUCSSION

Community Development Director Kathryn Younkin introduced the item as detailed in the background material. She explained that staff had been collaborating with Kimley Horn to review and address the necessary updates to ensure consistency with the Comprehensive Plan and Phase 2 of the Land Development Regulations (LDR) which would be a visioning of where the City wanted to be. Kimley Horn had been working on organizing the plan and identifying issues with the existing LDRs. A meeting with the Local Planning Agency on July 18, 2024, helped gather feedback on the approach, and it was expected that the updated LDR would be presented to the Commission for review and adoption by the June 2025 deadline.

Mr. Kelly Klepper, Kimely Horn, gave a presentation included in the background material. Ms. Nicole Glasim with Kimely Horn showed graphics showing the proposed Table of Contents. Vice Mayor Dickey asked how the City would work t with limited resources due to the recent hurricanes. Mr. Klepper answered they were used to working with a small staffing and typically its one or two core people when Kimley Horn converses with staff. Commissioner Minning asked what roadblocks existed. Mr. Klepper answered potential new legislature. Mayor Doctor inquired about any substantial changes to the City. Mr. Klepper answered all big changes would happen during phase 2. Mayor Doctor also inquired about the possibility of a simple fill dirt ordinance. Mr. Klepper answered being coastal added an additional layer of concern and, when prompted by Commissioner Minning, added there was a lot of testing involved and neighboring communities input. Commissioner Minning inquired if Kimely Horn had delt with any fill ordinances regarding elevated seawalls. Mr. Klepper answered one of Kimely Horn’s design engineers had and he would get back to the Commission with information. Mayor Doctor inquired about expediting a simple fill dirt ordinance. Mr. Klepper answered he would have to defer to his partner. Mayor doctor called for public comment with no response.

E. ADJOURNMENT

The meeting was adjourned at 2:28 p.m.

_____
John Doctor, Mayor

Attest:

_____
Tia Payton, Deputy City Clerk

CITY OF TREASURE ISLAND
BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, DECEMBER 17, 2024 – 6:00 PM
CITY HALL COMMISSION CHAMBERS
10451 GULF BLVD TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 6 p.m. and led in the pledge of allegiance.

B. ROLL CALL

Present
Mayor John Doctor
Vice Mayor Arden Dickey
Commissioner Diana Crabill
Commissioner Bob Minning

Absent
Commissioner Deb Toth

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Mayor Doctor added Item I.4 Permitting Subsequent to the Hurricanes. Commissioner Minning and Vice Mayor Dickey did not want the item added.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION – None.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mr. Corey Evans expressed frustration over permitting and receiving documents.

Ms. Brandy Long, District 2, expressed frustration over transparency and residents' voices not being heard due to town hall taking questions early.

Mr. Mark Hohe, District 3, asked questions about the data for substantial damage assessments, expressed concerns about the data being flawed.

Mr. West Evans, District 2, expressed concern with the permitting process and frustrations with the City Commission

Ms. Carrie Auerbach, Adopt-A-Beach, spoke on fireworks not being allowed on the beach and future beach cleanup events.

Mr. Chris Clark, District 2, spoke on the fill dirt ordinance possibly being more expensive and expressed concerns about people wanting to elevate their homes.

F. COMMISSIONER REPORTS

Commissioner Crabill read a statement regarding mandating fill for lifting the houses, which might be causing stress and excessive cost for residents.

Commissioner Minning refuted some assertions made during public comment and asked the City Manager or City Attorney if there was a fill mandate regarding elevating homes. City Attorney Jenn Cowan stated there was not a mandate under the existing ordinances.

Vice Mayor Dickey refuted the assertion that the City was trying to push people out of their homes, relayed his request the City grandfather in damaged homes who wanted to use fill dirt, and asked the City staff look into utilities bills for vacant homes.

Mayor Doctor asked if there was an update regarding the conversation with Kimley-Horn. City Manager Charles Anderson did not have an update. Mayor Doctor addressed Ms. Long questions regarding the Town Hall, noting City Staff would be present as well as the Pinellas County Tax Property Appraiser and a few Florida Senators' aides.

G. APPROVAL OF MINUTES – None.

H. CONSENT AGENDA

Vice Mayor Dickey moved to adopt H.1 and H.2 on the consent agenda, seconded by Commissioner Minning. The motion carried four to zero.

H.1 Ratification of Expenses to TLC Diversified, LLC for emergency repair of a ruptured wastewater force main located at 111- 108th Ave in the Total Amount of $121,924.09

H.2 Consideration of resolution 2024-12, Authorization to enter into a Special Magistrate agreement with Nasan, Yeager, Gerson, Harris and Fumero P.A.

I. ITEMS OF BUSSINESS

I.1 Second Reading and Final Public Hearing of Ordinance 2024-26, Amending Chapter 50 "Traffic and Vehicles" of the Code of Ordinances

City Attorney Cowan read Ordinance 2024-26 by title only. Interim Finance Director Mike Howard presented the item and confirmed there had been no changes since the first reading. Mayor Doctor inquired about the fines being reduced. Director Howard answered there would be about a $25,000 reduction in revenues over a year. Mayor Doctor called for public comment with no response.

Vice Mayor Dickey moved to approve Ordinance 2024-26, amending Chapter 50 "Traffic and Vehicles" of the City of Treasure Island Code of Ordinances, as presented at the second and final public hearing, seconded by Commissioner Minning. Vice Mayor Dickey expressed concerns that reducing the fines would not be a significant enough deterrent from any serious violation, further explained State statutes note moving violations must be under $30 but nonmoving violations were able to be ticketed every two hours, and believed it may be a difficult transition for residents to not back into spots. **The motion carried four to zero.**

I.2 First Reading of Ordinance 2024-27, Amending Chapter 68

City Attorney Cowan read Ordinance 2024-27 by title only. Community Development Director Kathryn Younkin presented the item as detailed in the background material. Mayor Doctor called for public comment.

Mr. Chris Downing, District 2, explained not all HVAC's would have to be raised and asserted fill should be voluntary, not mandatory.

Commissioner Minning inquired if the ordinance would be amended due to a meeting between Mr. Downing and Director Younkin. Director Younkin answered the ordinance would not change due to the wording. Commissioner Crabill was concerned there might be a conflict due to Pinellas County having a different interpretation. Director Younkin clarified the ordinance allowed it to happen if needed. Discussion continued.

Vice Mayor Dickey moved to approve Ordinance 2024-27, Amending Chapter 68 and scheduled it for a second reading and public hearing on the first meeting in January 2025, seconded by Commissioner Minning. Mayor Doctor received clarification from Attorney Cowan the first meeting would be set by the Commission. **The motion carried four to zero.**

I.3 Establishment of 2025 City Commission Meeting Schedule

The Commission did not have any conflicts with the 2025 Meeting Schedule. **Vice Mayor Dickey moved to approve the adopted 2025 City Commission Meeting Schedule; Seconded by Commissioner Minning. The motion carried four to zero.**

I.4 Permitting Subsequent to the Hurricanes

Mayor Doctor clarified during the last meeting, option 2 was not officially brought to a vote and would like the Commission to formally vote on option 2. Attorney Cowan clarified the board rules. **Vice Mayor Dickey moved to adopt option 2 for permits and direct staff to follow option 2 and FEMA guidelines; seconded by Mayor Doctor.** Attorney Cowan clarified the gavel would be given to the Vice Mayor or the next longest standing Commissioner. Commissioner Minning became the presiding officer. Commissioner Crabill asked for the exact wording for option 2. Vice Mayor Dickey inquired when option 2 would go into effect after the vote. City Manager Anderson read the FEMA substantial improvement substantial damage desk reference regarding option 1 and option 2. Vice

Mayor Dickey inquired how voting for option 2 will impact permitting. City Manager Anderson answered residents would not be able to use option 1. Discussion continued regarding option 1 and option 2. Director Younkin clarified to the Commission both options were being followed as instructed by the Commission. Vice Mayor Dickey was concerned the permitting process would be slowed. Mayor Doctor inquired why permits were not being issued within days if the applicant had a substantial damage determination. Director Younkin answered there were multiple reviews that permits needed to go through. Mayor Doctor called for public comment.

Mr. Joseph Siepletron, District 2, explained his interpretation was option 2 allowed permits to be issued under the normal processing procedure and could be issued without a substantial damage determination.

Mr. West Evans, District 2, explained option 1 created a substantial damage assessment which was used to make a determination and option 2 gave a substantial damage determination during the permitting process. Mr. Evans favored option 2 and expressed displeasure with staff.

Mr. Chris Clark, District 2, was in favor of option 2.

Mr. Andrew Vasey, District 2, stated option 2 was a math problem to get the substantial damage determination. He noted Jacobs was contracted to enhance the Community Development Department ability to complete permits. Mr. Vasey was in favor of option 2.

Ms. Sarah Pennington, District 2, was in support of option 2, stated the substantial damage determination was made using the normal permitting process with option 2, relayed she asked a FEMA representative if you need a substantial damage assessment with option 2 and the representative answered no.

Mr. Mark Hohe, District 3, expressed concerns with the data produced from the substantial damage determinations and is in favor of option 2.

Commissioner Minning asked if there was a reasonable conclusion determinations were not needed at that time. Director Younkin answered the determination would be made at the time of permitting.

The motion carried four to zero.

J. ADJOURNMENT

The meeting was adjourned at 8:03 p.m.

_____
John Doctor, Mayor

Attest:

_____
Tia Payton, Deputy City Clerk

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 21, 2025
SUBMITTED BY:	Jeffrey Agrall, Public Works
ITEM TYPE:	Resolutions
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Authorizing the City Manager to Execute a Three-Year Roadway Management Technologies (RMT) Software Contract for $60,000 ($20,000 per year).
BACKGROUND:	Previous studies conducted by the City involved a one-time LiDAR assessment, which we typically relied on for four to five years and cost between $60,000 and $70,000. However, roadway conditions can change significantly during that timeframe, especially following natural disasters, so we recognized the need for a more proactive and continuous approach to roadway management.
POLICY/PURPOSE:	To approve the acquisition of the RMT software and authorize the City Manager to execute a three-year contract.
STRATEGIC PLAN RELEVANCE:	Goal 2 in Community Road Map, maintain a safe community.
ANALYSIS/DISCUSSION:	RMT is a cost-effective way to develop dynamic PCI scoring for our roadway network. The previous study(s) undertaken by the City involve a one-time assessment that we rely on for 4-5 years. The RMT approach utilizes vehicle sensors installed in select City vehicles to provide daily recording of the condition data which is uploaded via Wi-Fi overnight. If a road pavement undergoes settlement/degradation in year 2 or 3 for example, that damage would be revealed in the data and would update the City mapping and data base in real time. Additionally, the system provides analysis for calculating he Return on Investment (ROI) for various pavement rehabilitation alternatives to determine the most cost-effective repair. As an

additional benefit, this system takes photos of the City ROW at intervals which provide current Street View information and can provide inventory of streets signs and other City infrastructure using AI. The RMT system is compatible with the City's Cityworks platform, providing an integrated solution that optimizes workflow management and improves the efficiency of in-house maintenance activities.

FUNDING:

Appropriate funds for this purchase with Finance Department approval in the General Fund to Department 5380 (Stormwater) for the total purchase price.

The quoted software is sourced from Roadway Management Technologies and will be procured with a Piggyback off of the City of Dunedin contract.

MOTION:

I move to approve/deny the authorization of the purchase of RMT software in the amount of $60,000, not to exceed $20,000 per year.

ATTACHMENTS:

RMT Contract - Treasure Island FL - RPPA - 5.27.2025 v2.pdf
RMT Overview Treasure Island FL 05.27.25.pdf
RMT Contract - Dunedin RPPA Executed Contract.pdf
RMT - Dunedin RFP 3.31.24 Final v3.pdf

ROADWAY MANAGEMENT TECHNOLOGIES
PO BOX 678325
Orlando, FL 32867
(501) 551-0780 | ROADMANTECH.COM

CONTRACT AGREEMENT

This Contract Agreement ("Agreement") is made and entered into on this _____ day of _____**, 2025**, by and between Roadway Management Technologies, LLC, an Arkansas limited liability company ("RMT"), and the **City of Treasure Island**, a duly constituted political subdivision of the state of **Florida** ("Agency").

1. Subscription Period and Fee. This Agreement shall have an initial minimum term of two years, commencing on **October 1, 2025,** and concluding on **September 30, 2027**, with an annual fee of **$20,000,** billed annually in advance.

Upon the conclusion of the second year, this Agreement shall convert into an evergreen contract, automatically renewing on an annual basis unless either party provides written notice of termination at least thirty (30) days prior to the renewal date. Additionally, RMT as part our ongoing partnership, RMT will not increase price for the first 4 full years of our relationship.

Any prorated period identified in this agreement will be in addition to the subscription period identified above and detailed by year in Attachment B.

2. Usage

a. Use Rights. During the Term and subject to the terms of this Agreement, RMT hereby grants to Agency a non-exclusive, non-transferable, non-sublicensable license to permit Agency's Users (as defined below) to use hardware, support, and documentation provided by RMT (together referred to as "Licensed Materials") as well as RMT's online software and services (together referred to as "Software") for operating purposes. Said use rights are non-transferable, except in the event of a voluntary transfer of substantially all assets by Agency to a transferee which executes RMT's form of agreement agreeing to be bound by all of the terms and conditions of this Agreement. All rights in and to Software, intellectual property, and Licensed Materials owned by RMT not expressly granted herein are reserved to RMT.

b. License and Use Restrictions. Agency shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, decompile or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Licensed Material or Software; (ii) modify, create derivative works based upon, or translate the

The contents of this agreement are CONFIDENTIAL and shall remain between RMT and Agency. RMT reserves the right to redact any information prior to public release.

Licensed Material or Software; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit Licensed Material or Software in any form to any third party or otherwise use the Licensed Material or Software for the benefit of any third party; or (iv) remove any proprietary notices or labels from the Licensed Materials or Software, nor shall Agency attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

RMT shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in Licensed Material and Software and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Agency or any of Agency's Users relating to the Licensed Material and Software.

c. Agency Responsibility. Agency is solely responsible for the content of communications transmitted by Agency using the Software, and shall defend, indemnify, and hold harmless RMT from and against all damages, losses, liabilities, settlements, expenses, and costs (including reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of this Section 2 or otherwise from Agency's use of the Licensed Materials or Software. Agency is not permitted to resell the Licensed Materials or Software. Agency shall use the Licensed Materials and Software only for lawful purposes. To the extent deemed necessary by Agency, Agency shall implement security procedures necessary to limit access to the Licensed Materials and Software to Agency's authorized users and shall maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs.

d. Data. All data collected by the Licensed Material and Software is owned by RMT from the perspective of use, analysis, and distribution, subject to the Agency's rights of access and retention. RMT agrees that the Agency has unlimited access to the raw data collected from its systems and may use or disclose it as required by law, including compliance with public disclosure duties and federal grant requirements.

RMT will not delete or destroy the data without first offering the Agency a copy. Upon termination of this Agreement, RMT agrees to retain the data for a period of 12 months to ensure the Agency has ample opportunity to request a backup. During this period, the Agency may access its data upon request. RMT will not unreasonably withhold or limit the Agency's access to the data during the term of this Agreement or the retention period.

Both parties agree to cooperate in compliance with public disclosure laws and federal recordkeeping requirements. RMT retains the right to use the data for

its own purposes, including but not limited to research, analysis, and reporting, provided such use does not infringe upon the Agency's confidentiality obligations or legal rights.

All rights, title, and interest in and to the Licensed Material—including all copyrights, patents, trademarks, service marks, trade secrets, and other intellectual property or proprietary rights—are and shall remain the exclusive property of RMT. Any modifications, enhancements, or derivative works created by the Agency, directly or indirectly, that extend or build upon the Licensed Material's current capabilities shall also become the exclusive property of RMT. The Agency hereby assigns all such rights, including any copyrights or other IP rights, to RMT. This provision does not limit the Agency's rights to access and utilize data collected by the Licensed Material, as set forth above.

e. System Administrator; User Access. Agency shall designate one or more system administrators ("System Administrators"). System Administrators shall be responsible for managing access to the Licensed Materials and Software by designated Agency personnel ("Users"), including adding and subtracting Users, resetting passwords, as well as being a regular point of contact for RMT.

The System Administrator shall ensure that multiple Users do not share a password or username. Agency acknowledges and agrees that it is prohibited from sharing passwords and/or usernames with unauthorized users.

The System Administrator is the first point of contact for any administrative issues Users may experience within the system. If the System Administrator is unsuccessful in correcting the issue the System Administrator needs to contact RMT for assistance.

f. Security. Agency is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its Users' compliance with the terms of this Agreement. RMT will act as though any electronic communications it receives under Agency's usernames have been sent by Agency. Agency will immediately notify RMT if it becomes aware of any loss or theft or unauthorized use of any of Agency's passwords or usernames. RMT has the right at any time to terminate or suspend access to any User or to Agency if RMT believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of Software or RMT's network.

3. Termination

a. General - If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for fourteen (14) days after receipt of written notice (email or otherwise), (i) the other party may, in addition to any other remedies it may have, suspend or terminate this agreement, or (ii) where the failure is a nonpayment by Agency of any charge when due, RMT may, in addition to any other remedies it may have, at its option, terminate or suspend access to or usage of the Licensed Materials and Software with or without any notice. This Agreement may be terminated immediately upon written notice by either party if the other party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors. Agency shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination.

b. Non-Appropriation - Agency reserves the right to terminate this Agreement without penalty if funds are not appropriated for this Agreement in the fiscal year budget. Agency agrees to use best efforts to obtain appropriation in the full amount required under this Agreement.

c. Survival – All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warrant disclaimers and limitations of liability.

4. Billing and Payment

a. Agency shall pay to RMT a subscription fee ("Subscription Fee") for the Initial Term in the amount entered and agreed to pursuant to the Pricing Sheet (attached hereto as Attachment B).

b. The Subscription Fee for each Renewal Term shall be due to RMT on the first business day of each such Renewal Term annotated on the Pricing Sheet (attached hereto as Attachment B).

c. The Subscription Fee will remain fixed during the first four years unless there is an increase in the number of units or scope of services requested by Agency. After the fourth (4th) year, RMT reserves the right to adjust pricing with at least thirty (30) days' written notice to the Agency.

d. The amount of the Subscription Fee does not include any applicable taxes. Agency is responsible for any and all applicable taxes.

e. Any additional payment terms between parties shall be agreed to in writing and set forth in an invoice, billing agreement, or other written document.

f. Unpaid amounts and late payments are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. At RMT's discretion, this Agreement and access to and usage of the Licensed Materials and Software may be terminated if payments are not received within the terms, after serving a fourteen (14) day notice via email or fax.

g. Initial invoice will be sent to Agency 60 days prior to installation. Payment is required in full prior to installation. If desired, Agency may request invoice at any time prior to the 60-day installation timeline to process payment sooner.

h. If Agency believes that RMT has billed Agency incorrectly, Agency must contact RMT no later than 60 days after the closing date on the first invoice or billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

i. If RMT dispatches service personnel for repairs after the initial installation and determines the issue was caused by the Agency changing programmed information (SSID and password), intentional misalignment of cameras, or gross negligence, the Agency shall be responsible for all associated travel expenses, parts, and labor required to correct the issue(s).

5. **Services**

a. Passive Road Surveying

i. RMT will provide proprietary sensors that will be mounted underneath agency-owned vehicles.
   1. Vehicles will be pre-determined collectively by RMT and Agency.
   2. RMT will perform initial installation and train Agency Mechanic on installation of sensors - each sensor can be easily installed in approximately 30 minutes once installer is sufficiently trained.
      A. If Agency has no Mechanic on staff, RMT will send their field installer or work with a local shop for replacement

installation in the event any sensors are damaged. This service will be quoted and priced separately, if needed.

ii. RMT will need access to an existing internet signal but will not and cannot obtain any information regarding data sent through internet signal.
    1. Agency shall make its own arrangements to ensure Wi-Fi connectivity in parking locations at its own expense.
    2. At Agency's request, RMT will install routers, signal extenders, or access points to ensure WiFi connectivity in parking lots where vehicles will be parked each night. This service will be quoted and priced separately, if needed. If RMT performs the installation Agency is financially responsible for routers, signal extenders, or access points once installed.
        A. Installation of internet hardware will be done under supervision of Agency Administration.

iii. While vehicles are used in day-to-day operation, sensors will read vibrations in the road to determine road quality.
iv. When vehicles are parked in a WiFi-connected parking spot, data from sensors will be sent to RMT servers, where data will be automatically evaluated by RMT's proprietary algorithm.
v. Information regarding road quality (as compared to other roads in Agency) will be overlayed on a map interface available through RMT's website login portal.
    1. Information may be filtered to show the worst/best roads in Agency.
    2. Street view images of network roads can be viewed via map.
        A. Camera images are updated each time a vehicle travels a road (in increments of 30 days).

6. Agency Responsibilities

a. Onboarding

i. A successful onboarding experience requires effective communication. As such, Agency shall identify a primary and alternate point of contact to RMT. That point of contact will be RMT's touchpoint for communicating all onboarding requirements and milestones. Attachment C contains a list of items by priority which are required for onboarding new customers. Installation dates will be agreed upon once Agency has provided all information contained in Attachment C.

ii. Agency will be responsible for attending an Initial Onboarding Kickoff meeting where Attachment C will be reviewed in detail. Weekly sync meetings will be required to assist with training, ensure milestones are met, and schedule equipment installation. Once installation is complete, RMT and the customer will agree on a cadence of meetings to ensure successful implementation of RMT's platform across the customer's staff. Milestones for each meeting are described below.

1. Initial Onboarding Kickoff Meeting:
    A. Introduction and exchange of contact information.
    B. RMT will outline the onboarding process.
    C. Agency will be provided templates to populate their Agency specific data with a suspense date (Users list, vehicle information, WiFi info, etc.).
    D. Vehicle installation dates will be discussed (primary and alternate).
2. Weekly Meetings Throughout Onboarding (topics not all inclusive and dependent on onboard status):
    A. Confirm vehicle installation dates.
    B. Confirm WiFi information (see paragraph 6.b.).
    C. Confirm successful User access through log in data.
    D. Review RMT platform and discuss any issues Agency may have.
    E. Confirm all hardware has been installed and working properly.
    F. Introduce RMT's Customer Service/Maintenance Account Executive who will handle all future interactions for the life of the contract.

b. WiFi

i. Agency shall provide RMT with internet service details, to include SSID and password. This information is preloaded into the RoadRunner hardware that will be installed on Agency vehicles. Please note, our systems do not support WPA3.

ii. Agency shall ensure WiFi signal is strong enough to reach area where RoadRunner enabled vehicles are parked to ensure successful upload of data each evening.

1. If RoadRunner enabled vehicles are parked in multiple areas each area must have the same internet service details. Different internet service details (username and password) will adversely affect the RoadRunner system from uploading properly.

iii. Agency shall notify RMT prior to any changes made to internet service (new service provider, password changes, router upgrades, etc.). Changes of this nature will disable the RoadRunner systems' ability to connect to the WiFi and upload data.
    1. In the event these changes occur, RMT will need to reprogram each RoadRunner system and a service charge will be applied to Agency account during next billing cycle.

Note: *Installation will not occur until payment, WiFi information, and fleet lists are received.*

c. Sell, Auction, Junked Vehicle with RMT Hardware/Devices

i. Agency shall remove all RMT hardware/devices (RoadRunner, Fleet Management Devices, etc.) from Agency vehicles prior to selling, auctioning, wrecked/junked, etc., and return those items to RMT.
    1. In the event RMT hardware/devices are not returned Agency will be charged the following per device:
        A. RoadRunner system: $1,500 per device
        B. Fleet Management system: $1,000 per device

d. iPads / Field Tablets

i. Agencies can purchase iPads outright in their initial customer agreement or anytime thereafter. If an iPad is damaged or lost Agency is responsible for full replacement costs.
    1. Agency's primary or alternate point of contact shall inform RMT of the damaged item, to include the IMEI and serial #, so RMT can facilitate a replacement order. Agency shall return damaged item to RMT via mail post notification. RMT will have replacement item shipped to Agency.

7. Representations, Warranties and Disclaimer

a. General. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

b. Compliance with the Laws. Each party represents and warrants that no additional consent, approval, or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy, and communications decency laws.

c. Acceptable Use. Agency is solely responsible for the content of any postings, data, or transmissions using the Software, or any other use of the Software by Agency or by any person or entity Agency permits to access the Software. Agency represents, covenants and warrants that it will not, directly or indirectly:

(i) use the Licensed Materials or Software in a manner that: (a) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (b) will disrupt a third parties' similar use of Licensed Materials or Software;

(ii) violate or tamper with the security of any RMT computer equipment or program.

Although RMT has no obligation to monitor Agency's use of the Licensed Materials or Software, if RMT has reasonable grounds to believe that Agency is utilizing the Licensed Materials or Software for any such illegal or disruptive purpose, RMT may suspend access to or usage of the Licensed Materials or Software immediately with or without notice to Agency. RMT may terminate the Agreement as contemplated in Section 3 if Agency in fact fails to adhere to the foregoing acceptable use standards.

DISCLAIMER. *THE WARRANTIES SET FORTH IN SECTION 7 ARE THE ONLY WARRANTIES MADE BY RMT. RMT DOES NOT WARRANT THAT USE OF THE LICENSED MATERIALS AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; NOT DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED MATERIALS OR SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED MATERIALS AND SOFTWARE ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, RMT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, SOFTWARE AND ANY RELATED SERVICE OR SOFTWARE. RMT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES,*

EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY RMT, ITS EMPLOYEES, LICENSORS, VENDORS OR THE LIKE WILL CREATE A WARRANTY.

8. Limitation of Liability. Excluding the liability under the section entitled "NO INFRINGEMENT" below, *UNDER NO CIRCUMSTANCES WILL RMT OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE LICENSED MATERIALS OR SOFTWARE BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS OR SOFTWARE, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, INACCURACY OR CORRUPTION OF DATA, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION, COST OF PROCUREMENT O SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, UNAUTHORIZED ACCESS TO RMT'S RECORDS, PROGRAMS OR SERVICES, OR ANY MATTER BEYOND RMT'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY RMT OF THIS AGREEMENT, RMT'S LIABILITY TO AGENCY WILL NOT EXCEED THE AMOUNT PAID TO RMT BY AGENCY DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.*

9. Confidential Information

a. Definition. For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, all RMT data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked "Confidential", or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Agency under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the

receiving party; (ii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party; (iii) is independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; and (v) the receiving party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure. Notwithstanding anything to the contrary contained herein, the parties acknowledge that the **City** of **Treasure Island** must comply with the provisions of the Florida Public Records Law.

b. Nondisclosure. During the term of this Agreement and for a period of five (5) years thereafter, each party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement. Each party agrees to only disclose the other party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by Section 9. Both parties shall take steps that each determines appropriate to implement and enforce such non-disclosure/non-use obligations. Notwithstanding anything to the contrary contained herein, the parties acknowledge that the **City** of **Treasure Island** must comply with the provisions of the Florida Public Records Law.

c. Terms of Agreement Confidential. Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other party hereto, except to advisors, investors, and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law. Notwithstanding anything to the contrary

contained herein, the parties acknowledge that the **City** of **Treasure Island** must comply with the provisions of the Florida Public Records Law.

d. Injunctive Relief. In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

10. Accessibility/Performance. RMT shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Licensed Materials and Software in a manner which minimizes errors and interruptions with respect to the Licensed Materials and Software. The Licensed Materials and Software shall be available on a continuous basis (twenty-four hours per day, seven days per week) during the Term, except for: (i) scheduled maintenance, system back-up or other on-going maintenance as required and scheduled in advance by RMT, (ii) unscheduled emergency maintenance, either by RMT or by third-party providers, or (iii) for any unforeseen cause beyond RMT's reasonable control, including but not limited to internet service provider or communication network failures, outages of third-party connections or utilities, denial of service attacks or similar attacks, or any Force Majeure Events as stated in Section 11. RMT shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruptions. RMT will monitor performance indicators on the systems network infrastructure in order to gauge the overall performance of its hosting services and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Software. RMT further reserves the right to monitor and reasonably restrict Agency's ability to access or use the Licensed Materials and Software if Agency is using excessive computing resources which are impacting the performance of the Licensed Materials or Software for other subscribers. RMT agrees to notify Agency in cases where it restricts such use and use good faith efforts to determine an appropriate alternative or work-around solution.

11. General Provisions & Force Majeure/Beyond Control

a. This Agreement, including any amendments and attachments hereto that are incorporated herein, constitutes the entire agreement between the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings related to the subject matter of this Agreement and shall be binding on the parties when

accepted by Agency. No amendment, modification, termination, or waiver of any provisions of this Agreement shall be binding upon any party hereto unless in writing and signed in person or electronically by a person authorized by the relevant party(ies). No provision of any purchase order or other document issued by Agency, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon RMT or effective for any purpose, unless accepted by RMT in writing. It is further expressly understood and agreed that there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, RMT's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

b. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to bind the other or otherwise create any obligation or duty, express or implied, on behalf of the other.

c. The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

d. This Agreement may not be assigned, sublicensed, or transferred, in whole or in part, by Agency without the prior written consent of RMT. Any attempted assignment, subletting or transfer not in compliance with the foregoing shall be void. RMT may transfer and assign any of its rights and obligations under this Agreement without consent.

e. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

f. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

g. All notices provided under this Agreement shall be in writing and will be deemed to have been duly given (i) when received, if personally delivered, (ii) when receipt is electronically confirmed, if transmitted by facsimile or email, (iii) the day after it is sent, if sent for next day delivery by

recognized overnight delivery service, and (iv) upon receipt, if sent by certified or registered mail, return receipt requested.

h. This Agreement shall be governed by the laws of the State of Arkansas without regard to its conflict of laws provisions.

i. No delay or failure of RMT or Agency in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by RMT or Agency of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

j. In the event that either party hereto is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected party or other causes beyond such party's reasonable control (a "Force Majeure Event") the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fourteen (14) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 3.

k. On RMT's request, no more frequently than annually, Agency shall furnish RMT with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used.

I. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

_____ SIGN: _____

_Candler McCollum_____ NAME: _____

_Chief Executive Officer_____ TITLE: _____

_5.27.2025_____ DATE: _____

ATTACHMENT A

COST ELEMENT FOR ROADWAY DATA, WORK ORDER, INVENTORY MANAGEMENT SOFTWARE, AND EQUIPMENT DEVICE PACKAGE

1. **Annual Software Licenses Total……$20,000 .00**
    1. Passive Road Survey Software License……$20,000.00
    2. Annual Maintenance Fee……Included with Software Licenses
    3. Hardware Installation Cost……Included with Software Licenses
    4. End User Remote Training- total of 24 hours…… Included with Software Licenses
    5. Tech Support: 7am-6pm CST……Included with Software Licenses

2. **Cost of Equipment**
    1. RoadRunner Road Survey Hardware…….. Included with Software Licenses
    2. Road Imaging Hardware…… Included with Software Licenses

Optional Elected Integration Services:

1. **Additional Devices**
    (A) *iPad 9th Gen 10.2 inch Tablet with unlimited data……*$525.00 per unit per year
    (B) Additional Add-Ons
        i. *Tablet Rugged Case……*$50 per unit
        ii. *Tablet Vehicle Mount……*$85 per unit

2. **Cost of Legacy System Data Migration (40 hrs)…… Included with Software Licenses**
    1. *Additional Integration/Migration…….. *$150.00 per hour

3. **Custom Development**
    1. *Custom Development……*$10,000 per 40 hours
    2. *Custom Development: Major Features……*$30,000 per 160 hours

4. **End User Remote Training (24 hrs) ……Included with Software Licenses**
    1. *Additional *On-Site* Training…… *$3,200.00 per 16 hour session

NOTE: * = optional Add-On

Total Annual Base Cost (Licenses, Maintenance, Fleet and Survey Hardware, Installation, Remote Training): **$20,000.00**

Add-On Cost (tablets, accessories, additional integration, or training hours): **Dependent on Agency Selections**

ATTACHMENT B

Roadway Management Technologies, LLC
PO Box 678325, Orlando, FL 32867

Pricing Sheet

City of Treasure Island, Florida
10451 Gulf Blvd
Treasure Island, FL 33706

Service	Price	Qty	Extended Price (Period)
RMT Passive Road Surveying Software License	$20,000.00	1	$20,000.00
TOTAL			$20,000.00

Refer to the previous pages for service details. Billing occurs at the beginning of each period.

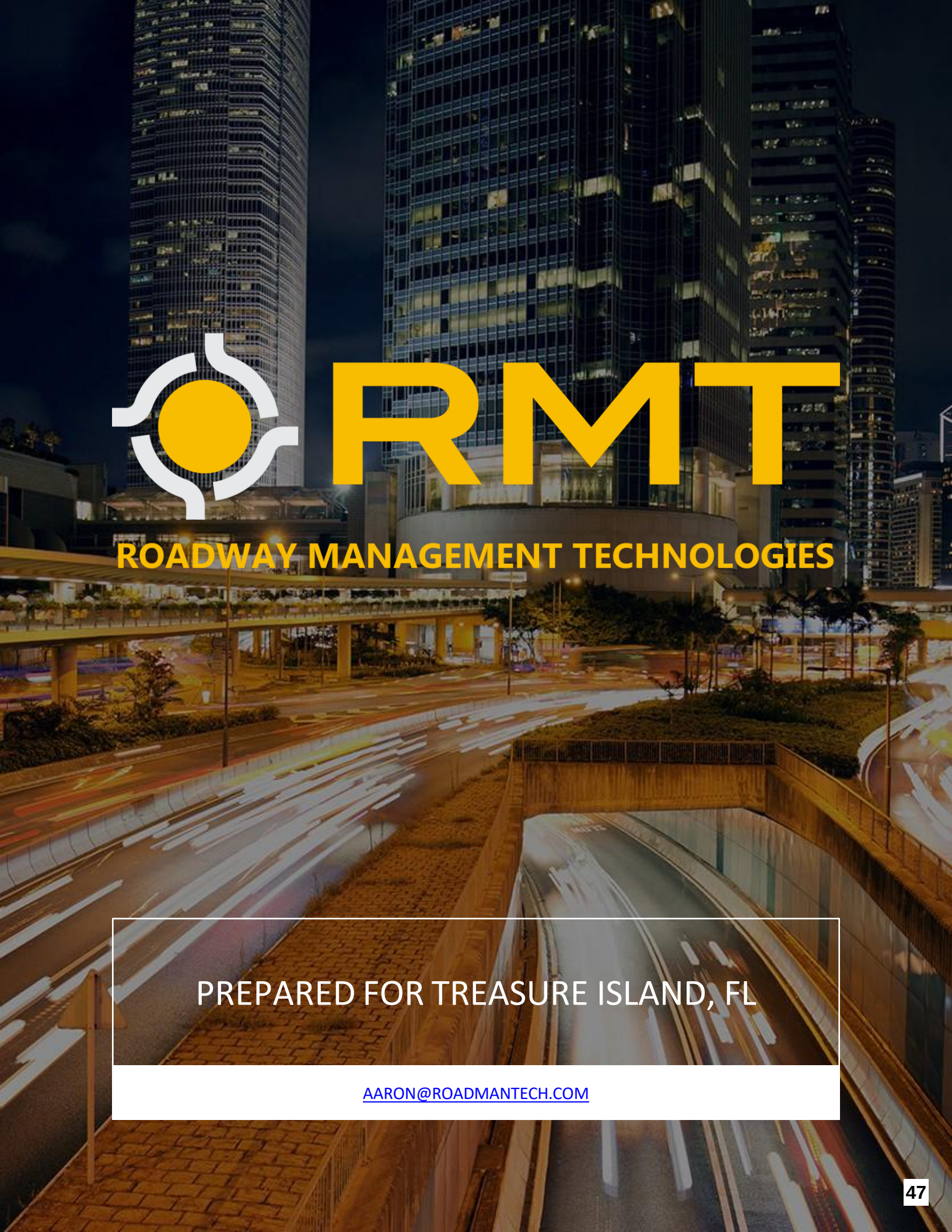
Hardware Installation Period: Dates will be determined once Agency has provided all information contained in Attachment C.

Subscription Periods: 10/01/25 - 09/30/26 (midnight) Total: $20,000.00

10/01/26 - 09/30/27 (midnight) Total: $20,000.00

ATTACHMENT C





RMT

ROADWAY MANAGEMENT TECHNOLOGIES

PREPARED FOR TREASURE ISLAND, FL

AARON@ROADMANTECH.COM

THE IMPORTANCE OF PAVEMENT PRESERVATION

SYNOPSIS

The City of Treasure Island has provided RMT with information regarding their road network, this information includes life cycle expectancy, cost of a mill and over lay of a mile of road, and overall size of the network. With this data RMT builds an analysis that illustrates the overall health of the agency's network and how the network is deteriorating in a linear model. The purpose of this is to show the opportunity cost to the agency of moving towards a preservation-based model. While some Departments are directing funds towards aggressive pavement preservation, they have historically lacked the resources and information necessary to target these preservation efforts effectively and efficiently by evaluating and comparing current, recent, and historical road quality information across their entire network.

By investing in tools that provide real-time road quality information, these departments can ensure that it maximizes its investment in its roads.

BACKGROUND

To maximize the return on an investment in roads, it's important to understand the pavement's rate of deterioration throughout the road's life cycle. Figure 1, below, used by the Federal Highway Administration illustrates the fact that the first 75% of a road's lifespan accounts for the first 40% drop in its quality. Around this point in their life cycle, a road experiences accelerated degradation, where costly rehabilitation and reconstruction are required.

By consistently monitoring and comparing pavement and concrete conditions and degradation rates over time, it becomes possible to make the most informed decisions for applying the right treatments on the right roads at the right time, restoring the most life to a road network year after year.

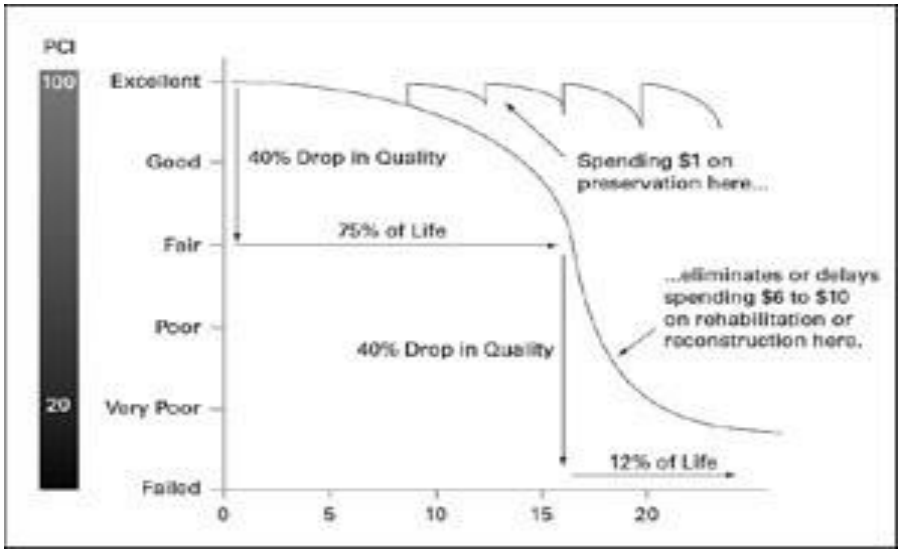


Figure 1. The goal of preservation is to keep good roads in good shape where maintenance costs are low, as opposed to neglecting them until the cost of repair skyrockets.

Studies by the Federal Highway Administration have shown that adopting a preventative, preservation-based roadway maintenance strategy can increase budget efficiency by over 180%, while increasing the overall quality of your network annually. This means that taxpayers benefit from smoother, safer roads, and roads spend more time above the complaint line, as shown in Figure 2 below.

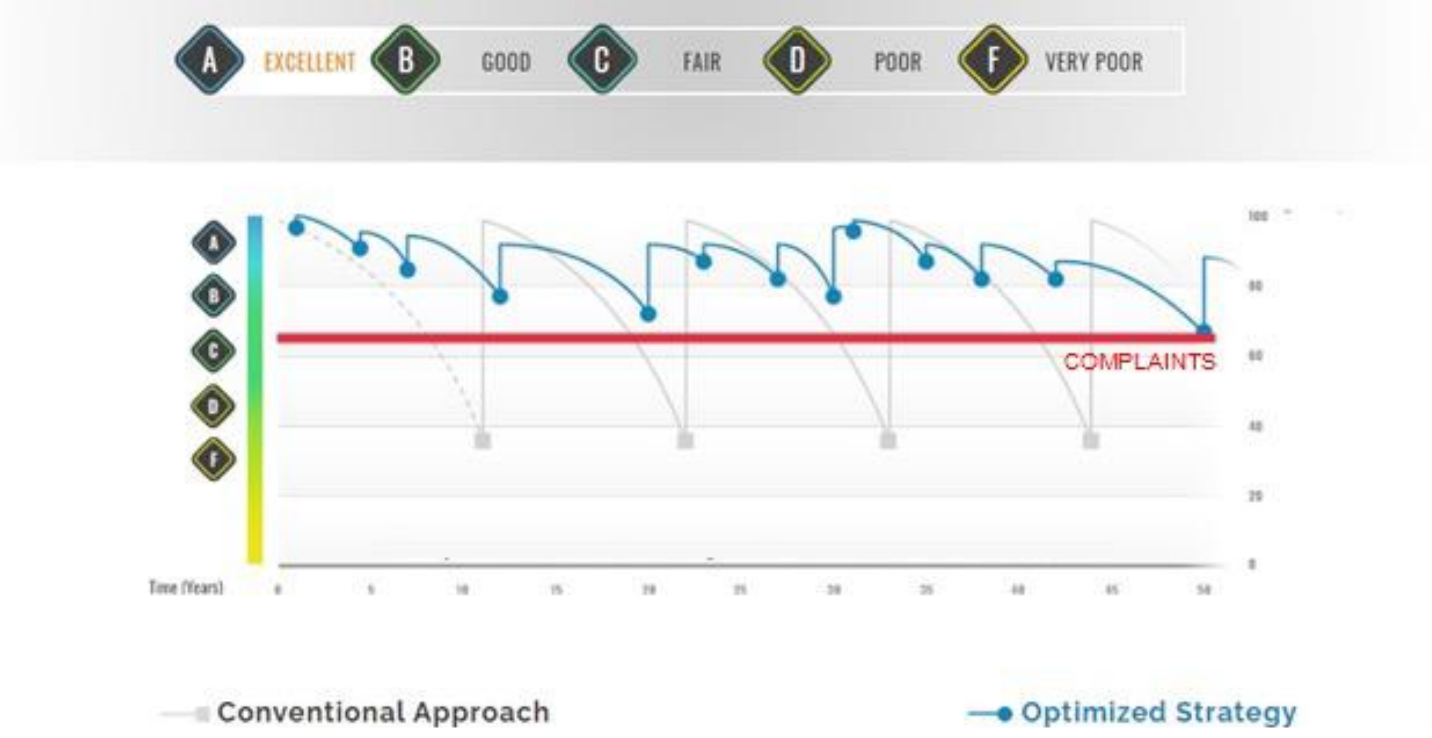


Figure 2. Properly maintained roads have an average lifespan of over 40 years, spending most of their life cycle in Good or Excellent condition.

Preventative-based roadway maintenance has proven to be a cost effective and sustainable approach to getting the most life out of roads and making taxpayer dollars go further. In addition to cost efficiency, a pavement preservation approach is known to produce fewer emissions, consume less energy, and provide faster application times than a conventional approach.

Despite these obvious economic and social advantages, most departments find themselves struggling to transition to an effective preservation strategy. In most cases, this is due to the major barrier in the transition to an optimized approach - to create an effective preservation plan, a department must first figure out how to obtain objective information about the current quality of every road within its network on a consistent basis.

There are several methods that are currently used to measure the current condition of a road network, some more efficient than others. Oftentimes, it's beneficial to use a few of these services in tandem. These methods include manual visual inspections, ARAN/LIDAR surveys, image-based surveys, and RMT's automated road surveys collected through passive crowdsourced methods. The majority of these methods give you a single snapshot in time, often providing you with a single score for each segment. This provides a starting point for agencies but does not solve the problem every agency faces when trying to build a 5-year paving plan. In order to build an effective 5-year preservation-based plan the agency needs to better understand how these roads are deteriorating and more importantly, how quickly. The only feasible way to track road degradation modeling is by tracking it daily.



Visual Inspections - Visual inspections require an employee or vendor of the agency to drive each road in the network and note the quality. These surveys are subjective and often dangerous, and they should only be used to validate data collected through other means. Often times the inspector will select a 100 ft. Segment that they feel is indicative of the entire segment of road to grade. This grade is then applied to the entirety of the segment.



ARAN/LIDAR Surveys - ARAN and other LIDAR based surveys rely on lasers, photographs, and roughness measurements to provide road quality information. These surveys provide dense data, but they provide a one-time snapshot of road data, and they're cost-prohibitive at scale. Additionally, this process usually takes months to process and analyze before the results are sent back to the agency.



Image-Based Surveys - Image-based surveys involve an employee or vendor of the agency driving each road and collecting photos of roads. Image recognition is then used to decipher road distresses in these photos. These services are typically provided at a lower price point than ARAN/LIDAR methods, but they provide a one-time snapshot of road data.



RMT Automated Surveys

RMT RoadRunner Exclusive - Agency-owned fleet vehicles are equipped with RMT's proprietary RoadRunner sensors. RMT utilizes sensor fusion to measure road roughness measurements, gyroscopic, and images are passively collected daily and used to provide easy- to-interpret road quality information that updates as changes occur across the road network. This provides agencies with the most consistent output in data collection and safest method possible to evaluate their road health and build a preservation plan that can effectively amortize the most health out of their network.

	OBJECTIVE	SAFE	PASSIVE	DAILY	COST-EFFECTIVE
VISUAL INSPECTIONS	☐	☐	☐	☐	☐
ARAN/LIDAR SURVEYS	☑	☑	☐	☐	☐
IMAGE-BASED SURVEYS	☑	☐	☐	☐	☑
RMT ROADRUNNER	☑	☑	☑	☑	☑

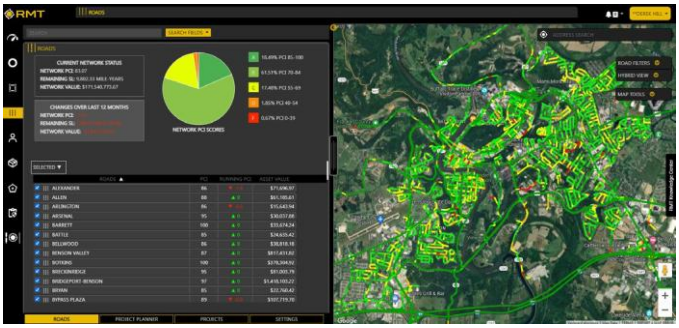
Figure 3. In order to make efficient preservation decisions, it's critical that surveys are done across the entire road network on a consistent basis.

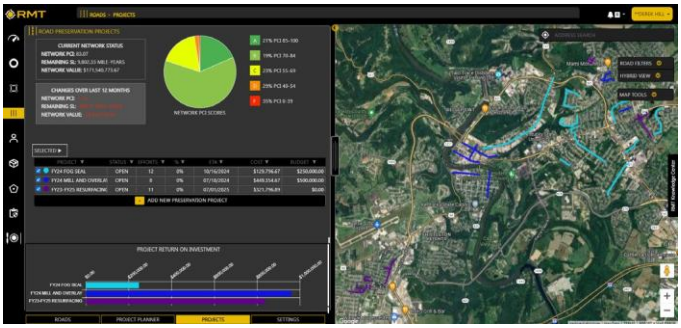
Most Departments Eight-Year Plan fails to address nearly 75% percent of their network's roads that are in poor condition. In order to get ahead, it's critical that the preservation dollars allocated are directed towards the roads that will receive the greatest return on investment both now and in the future.

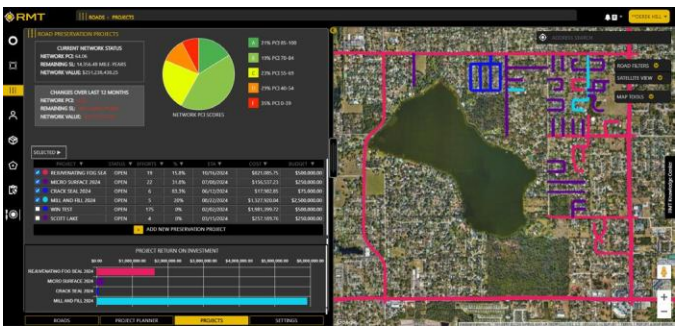
By adopting technology that provides passive, objective road quality information across its entire network on a consistent basis, the Department will be positioned to develop an effective Asset Preservation Plan that can be modified, when necessary, by observing changing conditions and degradation rates across the network in real-time.

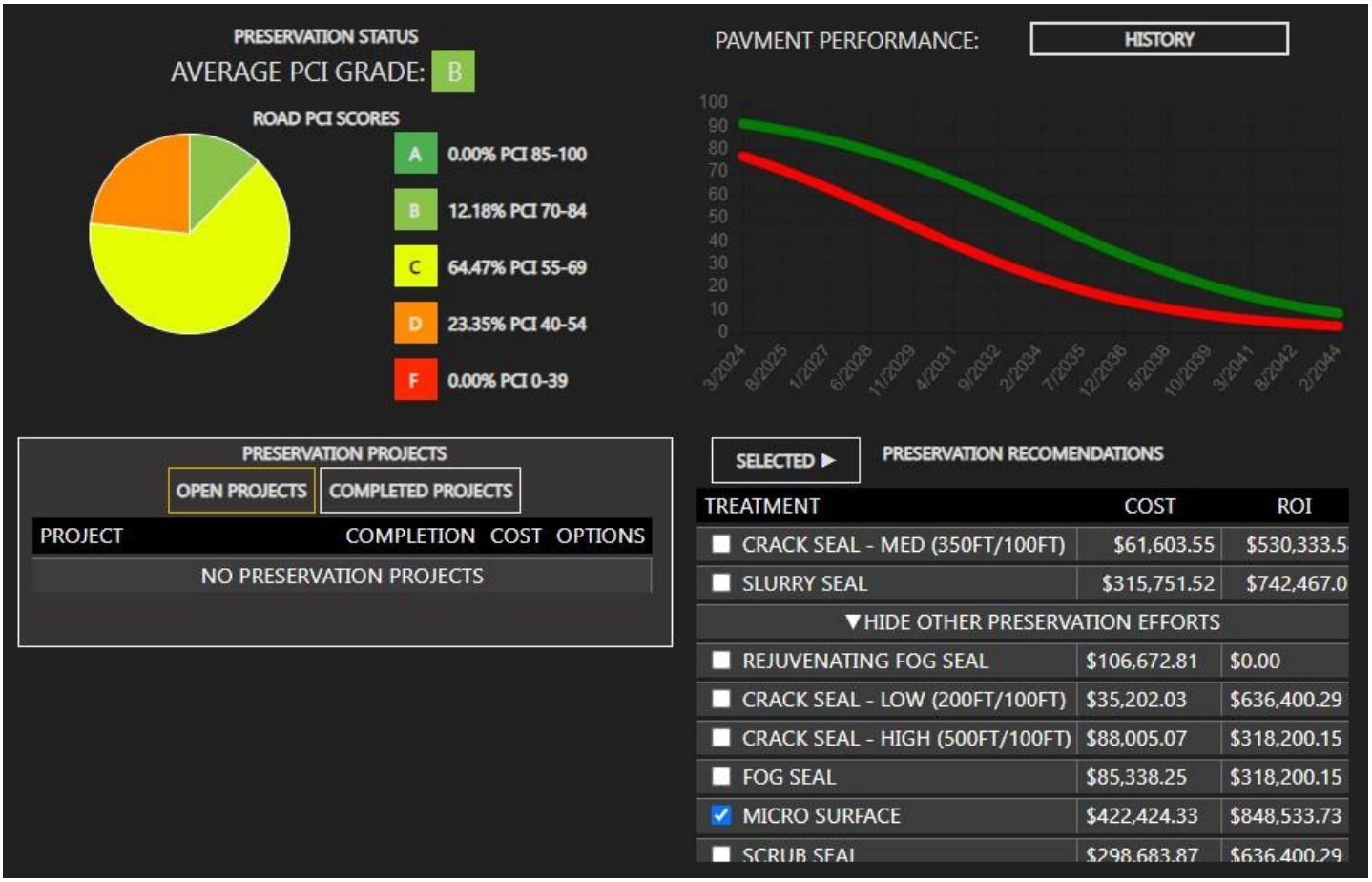
RMT's real-time pavement performance analytics application (called Road Runner) offers the only frictionless solution for pavement performance analytics, easing the transition to a preservation-based, proactive roadway maintenance program.

Our objective data allows you to make informed, data-driven decisions and allocate resources to optimize your budget.









ASSESSMENT OVERVIEW

This report is presented to the City of Treasure Island, by Roadway Management Technologies (“RMT”), headquartered in Little Rock, Arkansas. The focus of this assessment is the efficiency and effectiveness of the Department’s roadway maintenance planning, processes, spending and budget allocation and to provide tools and resources to the Department to help officials increase overall spending efficiency of taxpayer funds.

This assessment was performed in FY25, and this report was presented to the Public Works Department on 05/27/2025.

DISCOVERY

Information and data used in this assessment was derived from multiple sources, including discussions held with management and staff members as well as the Department's own documentation.

Assumptions Made for This Analysis:

- Lane miles of asphalt - 52 miles
- Mill & Overlay cost - $151,360 per mile
- Average road life - 15 years

RESULTS

This report showcases several ways in which the Public Works Department can substantially increase the efficiency of its budget. In doing so, the Department can build out an effective Asset Preservation Plan to make taxpayer dollars go further while increasing the overall quality of their road network.

As detailed within this report, an investment in pavement management by the Public Works Department would yield projected savings and increases in efficiency. In addition, the Department would receive the benefit of real-time pavement condition ratings collected passively by the city's own vehicles, allowing the Public Works Department to monitor road degradation rates over time. This will allow the department to optimize its Asset Preservation Plan and provide the Public Works team with the tools and information necessary to make informed roadway maintenance decisions.

We have completed the below analysis for your agency which determined that if utilizing RMT led to an increase in efficiency of only 0.25%, it would cover the investment cost of RMT in the first year. Below you will find the details of how this was calculated.

CALCULATIONS

CALCULATING NETWORK VALUE

What is your roadway asset value? For this analysis, we will use the mill & overlay cost of $151,360 per mile as the current asset value. With this, we can create a total value for your entire network (if the entire network was in perfect condition).

52 miles X $151,360 = $7,870,720
This gives us a total asset value of $7,870,720.

CALCULATING ANNUAL RATE OF DEPRECIATION

We must quantify the annual rate of depreciation, which can be done using a linear depreciation model based on the useful life of a road by pavement type. For this analysis, we are going to assume each road lasts 15 years.

$7,870,720 / 15 years= $524,715
annual depreciation

CALCULATING OPPORTUNITY COST OF RMT

The savings opportunity and RMT cost metric. For this analysis, the network has 52 miles and the annual cost of RMT is $20,000. Translate our $20,000 into an opportunity cost:
What is your agency currently getting when
$20,000 is applied directly to your network?

Here is the equation to determine what our $20,000 RMT cost translates into “Mile years” additional value to the network. We are taking the cost of RMT and dividing it by the cost to mill & overlay 1 mile.

$20,000 / $151,360 = 0.13 miles of road which is what your agency can get for $20,000.

CALCULATE THE “MILE YEARS” ADDED TO THE NETWORK

Mile Years is a value that represents the remaining surface life in years for each mile of road in a network. As an example, if you were to pave 1 mile of asphalt road and expect that road to last 25 years then the “Mile Years” value for that mile of road would be 25.

0.13 miles of road X Useful life of 15 years = *1.98 total Mile Years* added to the network (If the agency did not invest in RMT)

15 years per mile X 52 miles of road = 780 total Mile Years for the entire network

Turning cost into a percentage of impact when
invested directly into the network:

= 1.98 Mile Years / 780 Mile Years = 0.25% impact to the network.

Through these calculations, we can conclude that if our system would allow your agency to manage your network at least **0.25%** better the first year, you cover the cost of investing in RMT.

EXECUTIVE SUMMARY ON THE BENEFITS OF A PROACTIVE PRESERVATION- BASED PAVEMENT MANAGEMENT PROGRAM

1. Cost-Effectiveness:
   - Transitioning to a proactive pavement preservation approach is more cost-effective than a worst-first strategy. Preventive maintenance costs less than reconstructing failed pavements, resulting in significant cost savings.

2. Extended Pavement Life:
   - Proactive preservation extends pavement life by addressing minor wear and tear early, maintaining a higher overall condition of the pavement network.

3. Improved Safety and Service:
   - Regular maintenance improves safety and service for users, preventing hazardous conditions and ensuring a smoother driving experience.

4. Sustainability Benefits:
   - Preservation techniques are environmentally sustainable, using fewer resources and less energy, thus reducing the carbon footprint associated with pavement management.

5. Flexibility in Management:
   - This approach allows for more flexible planning and resource allocation, enabling broader and more efficient coverage of the pavement network.

6. Budget Optimization:
   - A proactive pavement preservation strategy optimizes budget use by focusing on preventive measures rather than costly reactive repairs, leading to more efficient financial resource allocation.

7. Industry-Leading Techniques and Benefits:
   - Crack Sealing and Filling: Prevents water intrusion, the leading cause of pavement deterioration. It is a cost-effective way to extend the life of the pavement.
   - Chip Sealing: A surface treatment combining asphalt and fine aggregate. It provides an anti- glare surface during wet weather and increased skid resistance.
   - Microsurfacing and Slurry Seal: A surface treatment combining asphalt and fine aggregate. It provides an anti-glare surface during wet weather and increased skid resistance.
   - Thin and Ultra-Thin Asphalt Overlays: Provide a new wearing surface, improve ride quality, and address minor rutting and surface irregularities.
   - Cold In-place Recycling (CIR): Reprocesses the existing asphalt layer in an environmentally friendly way, reducing the need for new materials and minimizing waste.
   - Rejuvenating Fog Seal: A treatment that restores flexibility to the asphalt pavement, reducing the rate of pavement aging. It seals minor cracks and surface voids, improving the pavement's resistance to water and oxidation.

8. Enhancing FEMA Process Efficiency and Compliance:
   - Comprehensive Damage Assessment: RMT's advanced sensors can be used for immediate, accurate pre- and post-disaster road condition analysis, enabling quick identification of changes and impacts due to natural disasters, including the effects of heavy cleanup machinery.
   - Streamlined FEMA Reporting: RMT's data platform simplifies the documentation process for FEMA reports, with detailed, real-time data supporting the rapid compilation of necessary information.
   - Effective Aid Justification: The precise and comprehensive data from RMT aids in constructing a strong case for the necessity of FEMA disaster recovery funding, highlighting specific areas and extents of damage.
   - Enhanced Restoration Efficiency: The efficiency and accuracy of RMT's data contribute to a more effective and timely restoration of roadway infrastructure and public services, critical post- disaster.

CONCLUSION

In conclusion, adopting a proactive pavement preservation approach in pavement management, complemented by RMT's real-time data and pavement management system, offers multifaceted benefits. It ensures cost-effectiveness by reducing the need for extensive last resort repairs, extends pavement life through early intervention, and enhances safety and service quality for road users. Additionally, this strategy promotes sustainability by utilizing fewer resources and energy. It allows for flexible management and budget optimization, ensuring a broader and more efficient network coverage. The integration of industry-leading techniques, coupled with the comprehensive data provided by RMT further bolsters the efficiency and effectiveness of pavement maintenance programs. This approach leads to better managed and maintained road networks, ultimately benefiting both agencies and road users.

The agency receives the following services under the Passive Road Surveying package from RMT:

- Provision of Proprietary Sensors:
  - Supply of specialized sensors by RMT, designed for mounting on agency-owned vehicles.
- Sensor Installation and Training:
  - Initial installation of sensors by RMT on pre-selected vehicles determined jointly by RMT and the Agency.
- Road Quality Data Collection:
  - Continuous road quality data collection through sensors during regular vehicle operations.
  - Automated transmission of data to RMT servers when vehicles are parked in Wi-Fi-enabled locations.
  - Estimated number of vehicles outfitted with sensors is approximately 3 to 6, enabling broad coverage for real-time data collection.
- Data Analysis and Access:
  - Analysis of road data using RMT's proprietary algorithms.
  - Access to a map interface on RMT's website, showing detailed road quality assessments based on ASTM standard D6433.
  - Functionalities include filtering options for best and worst roads, and access to updated street view images of network roads (refreshed every 30 days as vehicles travel).
  - Access to multiple reports and project management tools to monitor maintenance efforts in real-time and their net effect across the network.
- Dedicated Account Management:
  - Provision of a dedicated Account Manager to serve as a single point of contact.
  - This ensures personalized service and streamlined communication for all aspects of the project.
- Indefinite Hardware Warranty:
  - All hardware provided by RMT is warrantied indefinitely, ensuring long-term reliability and support.
- Inclusive System Updates and Upgrades:
  - Any system updates or upgrades developed by RMT are included in the annual cost.
  - Clients benefit from continuous improvements and advancements in technology at no extra cost.

This comprehensive package not only equips the agency with advanced real-time road surveying technology for approximately 3-6 vehicles but also provides extensive support and assurance with dedicated account management, an indefinite hard- ware warranty, and inclusive updates and upgrades.

ROADWAY MANAGEMENT TECHNOLOGIES
PO Box 678325
Orlando, FL 32867
(501) 551-0780 | ROADMANTECH.COM

CONTRACT AGREEMENT

This Contract Agreement ("Agreement") is made and entered into on this **28th** day of **May 2024** by and between Roadway Management Technologies, LLC, an Arkansas limited liability company duly authorized to conduct business in the State of Florida with a principal address of 425 W Capitol Ave, Ste 1202, Little Rock, AR 772201 ("RMT"), and **City of Dunedin**, a duly constituted political subdivision of the state of **Florida** ("Agency").

1. Subscription Period. This Agreement is effective from **July 1, 2024** ("Effective Date") until 11pm CST, **June 30**, **2028** (such period, the "Initial Term"). This Agreement shall automatically renew for an additional period of one (1) year (each such additional period a "Renewal Term;" the Renewal Terms collectively along with the Initial Term, the "Term"), unless either party hereto provides notice of cancellation in writing to the other party at least thirty (30) days prior to the end of the then-current Term. Any prorated period identified in this agreement will be in addition to the subscription period identified above and detailed by year in Attachment B. If a prorated period is listed in Attachment B, the customer shall not be able to cancel this agreement until the first-year subscription period listed in Attachment B has been fulfilled.

2. Usage

a. Use Rights. During the Term and subject to the terms of this Agreement, RMT hereby grants to Agency a non-exclusive, non-transferable, non-sublicensable license to permit Agency's Users (as defined below) to use hardware, support, and documentation provided by RMT (together referred to as "Licensed Materials") as well as RMT's online software and services (together referred to as "Software") for operating purposes. Said use rights are non-transferable, except in the event of a voluntary transfer of substantially all assets by Agency to a transferee which executes RMT's form of agreement agreeing to be bound by all of the terms and conditions of this Agreement. All rights in and to Software, intellectual property, and Licensed Materials owned by RMT not expressly granted herein are reserved to RMT.

b. License and Use Restrictions. Agency shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, decompile or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Licensed Material or Software; (ii) modify, create derivative works based upon, or translate the Licensed Material or Software; (iii) license, sell, rent, lease,

transfer, grant any rights in or otherwise commercially exploit Licensed Material or Software in any form to any third party or otherwise use the Licensed Material or Software for the benefit of any third party; or (iv) remove any proprietary notices or labels from the Licensed Materials or Software, nor shall Agency attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

RMT shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in Licensed Material and Software and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Agency or any of Agency's Users relating to the Licensed Material and Software.

c. Agency Responsibility. Agency is solely responsible for the content of communications transmitted by Agency using the Software. Agency is not permitted to resell the Licensed Materials or Software. Agency shall use the Licensed Materials and Software only for lawful purposes. To the extent deemed necessary by Agency, Agency shall implement security procedures necessary to limit access to the Licensed Materials and Software to Agency's authorized users and shall maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs.

d. Data. *Subject to applicable Florida Public Records Laws*, all data collected by Licensed Material and Software is owned by RMT and is to be strictly held as confidential without the prior written consent of RMT. RMT may delete and destroy all copies of data once the Agreement is terminated with or without default. Agency has the option to receive a backup of data prior to deletion. RMT will provide this backup at cost plus a $1,000 fee, paid for by Agency.

All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to RMT. Any modification to the Software performed by the Agency directly or indirectly extending the current capabilities shall be the property of RMT and all copyrights and other rights are hereby assigned to RMT.

e. System Administrator; User Access. Agency shall designate one or more system administrators ("System Administrators"). System Administrators shall be responsible for managing access to the Licensed Materials and Software by designated Agency personnel ("Users"), including adding and subtracting Users, resetting passwords, as well as being a regular point of contact for RMT.

The System Administrator shall ensure that multiple Users do not share a password or username. Agency acknowledges and agrees that it is prohibited from sharing passwords and/or usernames with unauthorized users.

The System Administrator is the first point of contact for any administrative issues Users may experience within the system. If the System Administrator is unsuccessful in correcting the issue the System Administrator needs to contact RMT for assistance.

f. Security. Agency is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its Users' compliance with the terms of this Agreement. RMT will act as though any electronic communications it receives under Agency's usernames have been sent by Agency. Agency will immediately notify RMT if it becomes aware of any loss or theft or unauthorized use of any of Agency's passwords or usernames. RMT has the right at any time to terminate or suspend access to any User or to Agency if RMT believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of Software or RMT's network.

3. Termination

a. General - If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for fourteen (14) days after receipt of written notice (email or otherwise), (i) the other party may, in addition to any other remedies it may have, suspend or terminate this agreement, or (ii) where the failure is a nonpayment by Agency of any charge when due, RMT may, in addition to any other remedies it may have, at its option, terminate or suspend access to or usage of the Licensed Materials and Software with or without any notice. This Agreement may be terminated immediately upon written notice by either party if the other party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors. Additionally, either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Agency shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination.

b. Non-Appropriation - Agency reserves the right to terminate this Agreement without penalty if funds are not appropriated for this Agreement

in the fiscal year budget. Agency agrees to use best efforts to obtain appropriation in the full amount required under this Agreement.

c. Survival – All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warrant disclaimers and limitations of liability.

4. Billing and Payment

a. Agency shall pay to RMT a subscription fee ("Subscription Fee") for the Initial Term in the amount entered and agreed to pursuant to the Pricing Sheet (attached hereto as Attachment B).

b. The Subscription Fee for each Renewal Term shall be due to RMT on the first business day of each such Renewal Term annotated on the Pricing Sheet (attached hereto as Attachment B).

c. The Subscription Fee will not increase in price throughout the term of this Agreement unless there is an increase in the number of units, or the scope of services requested by Agency.

d. Products and services appearing on the Pricing Sheet (attached hereto as Attachment B), other than the Subscription Fee, will not increase in price by more than 25% upon renewal of this Agreement.

e. The amount of the Subscription Fee does not include any applicable taxes. Agency is responsible for any and all applicable taxes.

f. Any additional payment terms between parties shall be agreed to in writing and set forth in an invoice, billing agreement, or other written document.

g. Unpaid amounts and late payments are subject to a finance charge based on the Florida CFO rate (F.S. §55.03(1)) for any outstanding balances, plus all expenses of collection. At RMT's discretion, this Agreement and access to and usage of the Licensed Materials and Software may be terminated if payments are not received within the terms, after serving a fourteen (14) day notice via email or fax.

h. Initial invoice will be sent to Agency 60 days prior to installation. Payment is required in full prior to installation. If desired, Agency may request invoice at any time prior to the 60-day installation timeline to process payment sooner.

i. If Agency believes that RMT has billed Agency incorrectly, Agency must contact RMT no later than 60 days after the closing date on the first invoice or billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

j. In the event RMT is required to dispatch service personnel to repair devices after initial install, and it is determined the required repair is due to Agency changing programmed information (SSID and password), Agency shall be subject to a $3,000 service fee to cover travel expenses and labor required to complete the reprogramming.

k. All invoices to Agency shall be submitted in accordance with the Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes. All payments shall be due on the date established by the Local Government Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Local Government Prompt Payment Act is received by the Agency. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The Agency does not pay sales tax and will provide sales tax exemption information at the written request of RMT, where necessary

5. Services

a. Passive Road Surveying

i. RMT will provide proprietary sensors that will be mounted underneath agency-owned vehicles.
   1. Vehicles will be pre-determined collective by RMT and Agency.
   2. RMT will perform initial installation and train Agency Mechanic on installation of sensors - each sensor can be easily installed in approximately 30 minutes once installer is sufficiently trained.
      A. If Agency has no Mechanic on staff, RMT will send their field installer or work with a local shop for replacement installation in the event any sensors are damaged. This service will be quoted and priced separately, if needed.

ii. RMT will need access to an existing internet signal but will not and cannot obtain any information regarding data sent through internet signal.
    1. Agency shall make its own arrangements to ensure Wi-Fi connectivity in parking locations at its own expense.
    2. At Agency's request, RMT will install routers, signal extenders, or access points to ensure WiFi connectivity in parking lots where vehicles will be parked each night. This service will be quoted and priced separately, if needed. If RMT performs the installation Agency is financially responsible for routers, signal extenders, or access points once installed.
        A. Installation of internet hardware will be done under supervision of Agency Administration.

iii. While vehicles are used in day-to-day operation, sensors will read vibrations in the road to determine road quality.
iv. When vehicles are parked in a WiFi-connected parking spot, data from sensors will be sent to RMT servers, where data will be automatically evaluated by RMT's proprietary algorithm.
v. Information regarding road quality (as compared to other roads in Agency) will be overlayed on a map interface available through RMT's website login portal.
    1. Information may be filtered to show the worst/best roads in Agency.
    2. Street view images of network roads can be viewed via map.
        A. Camera images are updated each time a vehicle travels a road (in increments of 30 days).

6. Agency Responsibilities

a. Onboarding

i. A successful onboarding experience requires effective communication. As such, Agency shall identify a primary and alternate point of contact to RMT. That point of contact will be RMT's touchpoint for communicating all onboarding requirements and milestones. Attachment C contains a list of items by priority which are required for onboarding new customers. Installation dates will be agreed upon once Agency has provided all information contained in Attachment C.

ii. Agency will be responsible for attending an Initial Onboarding Kickoff meeting where Attachment C will be reviewed in detail. Weekly sync meetings will be required to assist with training, ensure milestones are met, and schedule equipment installation. Once installation is complete, RMT and the customer will agree on a cadence of meetings to ensure successful implementation of RMT's platform across the customer's staff. Milestones for each meeting are described below.

1. Initial Onboarding Kickoff Meeting:
    A. Introduction and exchange of contact information.
    B. RMT will outline the onboarding process.
    C. Agency will be provided templates to populate their Agency specific data with a suspense date (Users list, vehicle information, WiFi info, etc.).
    D. Vehicle installation dates will be discussed (primary and alternate).
2. Weekly Meetings Throughout Onboarding (topics not all inclusive and dependent on onboard status):
    A. Confirm vehicle installation dates.
    B. Confirm WiFi information (see paragraph 6.b.).
    C. Confirm successful User access through log in data.
    D. Review RMT platform and discuss any issues Agency may have.
    E. Confirm all hardware has been installed and working properly.
    F. Introduce RMT's Customer Service/Maintenance Account Executive who will handle all future interactions for the life of the contract.

b. WiFi

i. Agency shall provide RMT with internet service details, to include username and password. This information is preloaded into the RoadRunner hardware that will be installed on Agency vehicles. Please note, our systems do not support WPA3.

ii. Agency shall ensure WiFi signal is strong enough to reach area where RoadRunner enabled vehicles are parked to ensure successful upload of data each evening.

1. If RoadRunner enabled vehicles are parked in multiple areas each area must have the same internet service details. Different internet service details (username and password) will adversely affect the RoadRunner system from uploading properly.

iii. Agency shall notify RMT prior to any changes made to internet service (new service provider, password changes, router upgrades, etc.). Changes of this nature will disable the RoadRunner systems' ability to connect to the WiFi and upload data.
    1. In the event these changes occur, RMT will need to reprogram each RoadRunner system and a service charge will be applied to Agency account during next billing cycle.

Note: *Installation will not occur until payment, WiFi information, and fleet lists are received.*

c. Sell, Auction, Junked Vehicle with RMT Hardware/Devices

i. Agency shall remove all RMT hardware/devices (RoadRunner, Fleet Management Devices, etc.) from Agency vehicles prior to selling, auctioning, wrecked/junked, etc., and return those items to RMT.
    1. In the event RMT hardware/devices are not returned Agency will be charged the following per device:
        A. RoadRunner system: $1,500 per device
        B. Fleet Management system: $1,000 per device

d. iPads / Field Tablets

i. Agencies can purchase iPads outright in their initial customer agreement or anytime thereafter. If an iPad is damaged or lost Agency is responsible for full replacement costs.
    1. Agency's primary or alternate point of contact shall inform RMT of the damaged item, to include the IMEI and serial #, so RMT can facilitate a replacement order. Agency shall return damaged item to RMT via mail post notification. RMT will have replacement item shipped to Agency.

7. Representations, Warranties and Disclaimer

a. General. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment,

undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

b. Compliance with the Laws. Each party represents and warrants that no additional consent, approval, or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy, and communications decency laws.

c. Acceptable Use. Agency is solely responsible for the content of any postings, data, or transmissions using the Software, or any other use of the Software by Agency or by any person or entity Agency permits to access the Software. Agency represents, covenants and warrants that it will not, directly or indirectly: (i) use the Licensed Materials or Software in a manner that: (a) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (b) will disrupt a third parties' similar use of Licensed Materials or Software; (ii) violate or tamper with the security of any RMT computer equipment or program.

Although RMT has no obligation to monitor Agency's use of the Licensed Materials or Software, if RMT has reasonable grounds to believe that Agency is utilizing the Licensed Materials or Software for any such illegal or disruptive purpose, RMT may suspend access to or usage of the Licensed Materials or Software immediately with or without notice to Agency. RMT may terminate the Agreement as contemplated in Section 3 if Agency in fact fails to adhere to the foregoing acceptable use standards.

DISCLAIMER. *THE WARRANTIES SET FORTH IN SECTION 7 ARE THE ONLY WARRANTIES MADE BY RMT. RMT DOES NOT WARRANT THAT USE OF THE LICENSED MATERIALS AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; NOT DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED MATERIALS OR SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED MATERIALS AND SOFTWARE ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, RMT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, SOFTWARE AND ANY RELATED SERVICE OR SOFTWARE. RMT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED*

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY RMT, ITS EMPLOYEES, LICENSORS, VENDORS OR THE LIKE WILL CREATE A WARRANTY. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE PARTIES' IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING.

8. Limitation of Liability. Excluding the liability under the section entitled "NO INFRINGEMENT" below, *UNDER NO CIRCUMSTANCES WILL RMT OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE LICENSED MATERIALS OR SOFTWARE BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS OR SOFTWARE, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, INACCURACY OR CORRUPTION OF DATA, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION, COST OF PROCUREMENT O SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, UNAUTHORIZED ACCESS TO RMT'S RECORDS, PROGRAMS OR SERVICES, OR ANY MATTER BEYOND RMT'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY RMT OF THIS AGREEMENT, RMT'S LIABILITY TO AGENCY WILL NOT EXCEED THE AMOUNT PAID TO RMT BY AGENCY DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.*

9. Confidential Information

a. Definition. For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, code, algorithms, know-how, processes, ideas, inventions (whether patentable or not), information marked, or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Agency under this Agreement, including any related source or object codes, technical data, data output of such software, Confidential Information excludes information that: (i) is considered a public record under the provisions of applicable Florida law; (ii) was or becomes publicly known through no fault of the receiving Party; (iii) was rightfully known or becomes rightfully known to the receiving Party

without confidential or proprietary restriction from a source other than the disclosing Party; {iv) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (v) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (vi) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will subject to compliance with Florida's Public Records Laws (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure. Notwithstanding anything to the contrary contained herein, the parties acknowledge that Florida's Public Records Laws are applicable to the terms of this Agreement and the Parties hereto must fully comply with same.

b. Nondisclosure. During the term of this Agreement and for a period of five (5) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by Section 9. Both parties shall take steps that each determines appropriate to implement and enforce such non-disclosure/non-use obligations. Notwithstanding anything to the contrary contained herein, the parties acknowledge that Florida's Public Records Laws are applicable to the terms of this Agreement and the Parties hereto must fully comply with same.

10. Accessibility/Performance. RMT shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Licensed Materials and Software in a manner which minimizes errors and interruptions with respect to the Licensed Materials and Software. The Licensed Materials and Software shall be available on a continuous basis

(twenty-four hours per day, seven days per week) during the Term, except for: (i) scheduled maintenance, system back-up or other on-going maintenance as required and scheduled in advance by RMT, (ii) unscheduled emergency maintenance, either by RMT or by third-party providers, or (iii) for any unforeseen cause beyond RMT's reasonable control, including but not limited to internet service provider or communication network failures, outages of third-party connections or utilities, denial of service attacks or similar attacks, or any Force Majeure Events as stated in Section 11. RMT shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruptions. RMT will monitor performance indicators on the systems network infrastructure in order to gauge the overall performance of its hosting services and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Software. RMT further reserves the right to monitor and reasonably restrict Agency's ability to access or use the Licensed Materials and Software if Agency is using excessive computing resources which are impacting the performance of the Licensed Materials or Software for other subscribers. RMT agrees to notify Agency in cases where it restricts such use and use good faith efforts to determine an appropriate alternative or work-around solution.

11. General Provisions & Force Majeure/Beyond Control

a. This Agreement, including any amendments and attachments hereto that are incorporated herein, constitutes the entire agreement between the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings related to the subject matter of this Agreement and shall be binding on the parties when accepted by Agency. No amendment, modification, termination, or waiver of any provisions of this Agreement shall be binding upon any party hereto unless in writing and signed in person or electronically by a person authorized by the relevant party(ies). No provision of any purchase order or other document issued by Agency, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon RMT or effective for any purpose, unless accepted by RMT in writing.
It is further expressly understood and agreed that there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, RMT's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

b. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to bind the other or otherwise create any obligation or duty, express or implied, on behalf of the other.

c. The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

d. This Agreement may not be assigned, sublicensed, or transferred, in whole or in part, by a Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment, subletting or transfer not in compliance with the foregoing shall be void.

e. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

f. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

g. All notices provided under this Agreement shall be in writing and will be deemed to have been duly given (i) when received, if personally delivered, (ii) when receipt is electronically confirmed, if transmitted by facsimile or email, (iii) the day after it is sent, if sent for next day delivery by recognized overnight delivery service, and (iv) upon receipt, if sent by certified or registered mail, return receipt requested.

h. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

i. No delay or failure of RMT or Agency in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by RMT or

Agency of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

j. In the event that either party hereto is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected party or other causes beyond such party's reasonable control (a "Force Majeure Event") the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fourteen (14) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 3.

k. On RMT's request, no more frequently than annually, Agency shall furnish RMT with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used.

l. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

m. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, RMT certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Agency may terminate this Agreement immediately if: (1) RMT is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) RMT has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such

termination shall be in addition to any and all remedies available to the Agency at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes.

n. Pursuant to section 286.101, Florida Statutes, RMT shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. RMT's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. RMT represents that within one (1) year before proposing any contract to the Agency, RMT provided a copy of such disclosure to the Florida Department of Financial Services

l. RMT agrees that RMT does not and will not, nor will it allow a subcontractor to, use any funds from the Agency for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

13. Public Records Compliance.

The inclusion of this statement and provisions below is not intended by the parties to imply that the RMT has been delegated any governmental decision-making authority, governmental responsibility or governmental function, or that the RMT is acting on behalf of the Agency as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the RMT. The Agency by contracting with RMT to provide certain Services does not intend for RMT to act on the Agency's behalf, or for RMT to otherwise meet the definitions of "Contractor" or "Agency" for the purposes of Florida Statutes Chapter 119. If

however it is judicially determined that RMT is "acting on behalf of" the Agency pursuant to such statute in its capacity as a provider of information technology services under this Agreement, the Parties will immediately commence an evaluation of the feasibility of continued performance under the applicable orders. As stated below, the RMT may contact the Agency's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the RMT is advised to seek independent legal counsel as to its legal obligations. The Agency cannot provide the RMT/Service Provider advice regarding its legal rights or obligations.

To the extent RMT is deemed to be a "Contractor" for the Agency pursuant to Section 119.0701(1)(a) of the Florida Statutes (2023), RMT agrees to:

a. Keep and maintain public records required by the Agency to perform the Services specified herein.

b. Upon request from the Agency's custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

c. 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 Agreement term and following completion of the Agreement if RMT does not transfer the records to the Agency.

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

If RMT does not comply with a public records request, the Agency shall enforce the Agreement, which may include immediate termination.

Notwithstanding the foregoing, RMT agrees to maintain the contract documentation (which, for the avoidance of doubt shall include this Agreement, and any ordering documents, invoice or other document which RMT provides (or provides access) to the Agency over the term of this Agreement), and provide copies upon reasonable request.

IF RMT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RMT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
TELEPHONE NUMBER: 727-298-3039;
E-MAIL ADDRESS: RSCHLICHTER@DUNEDINFL.NET;
MAILING ADDRESS: 737 LOUDEN AVENUE, DUNEDIN, FL 34698
ATTN: CITY CLERK

14. Sovereign Immunity; Limitations of Agency's Liability.

Notwithstanding any other provision set forth in the Agreement nothing shall be construed as a waiver of the Agency's right to sovereign immunity under Section 768.28 of the Florida Statutes. Provided, further any indemnifications given by the Agency to RMT shall be limited to the amounts set forth in Section 768.28 of the Florida Statutes regarding the Agency's liability in tort regardless of whether based in contract, statute, negligence, strict liability, products liability or otherwise. This Section shall survive termination of this Agreement.

Candler McCollum SIGN: Jennifer K. Bramley

Candler McCollum NAME: Jennifer K. Bramley

Chief Executive Officer TITLE: City Manager

5/28/2024 DATE: 6/3/24

ATTEST:
Rebecca C Schlichter
Rebecca Schlichter, City Clerk

Approved as to Form:
Jennifer R. Cowan, City Attorney

ATTACHMENT A

COST ELEMENT FOR ROADWAY DATA, WORK ORDER, INVENTORY MANAGEMENT SOFTWARE, AND EQUIPMENT DEVICE PACKAGE

1. **Annual Software Licenses Total.....$35,178 .00**
    1. Passive Road Survey Software License.....$35,178.00
    2. Annual Maintenance Fee.....Included with Software Licenses
    3. Hardware Installation Cost.....Included with Software Licenses
    4. End User Remote Training- total of 24 hours.....Included with Software Licenses
    5. Tech Support: 7am-6pm CST.....Included with Software Licenses

2. **Cost of Equipment**
    1. RoadRunner Road Survey Hardware.....Included with Software Licenses
    2. Road Imaging Hardware.....Included with Software Licenses

Optional Elected Integration Services:

1. **Additional Devices**
    (A) *iPad 9th Gen 10.2 inch Tablet with unlimited data.....*$525.00 per unit per year
    (B) Additional Add-Ons
        i. *Tablet Rugged Case.....*$50 per unit
        ii. *Tablet Vehicle Mount.....*$85 per unit

2. **Cost of Legacy System Data Migration (40 hrs)..... Included with Software Licenses**
    1. *Additional Integration/Migration.....*$150.00 per hour

3. **Custom Development**
    1. *Custom Development.....*$10,000 per 40 hours

4. **End User Remote Training (24 hrs) .....Included with Software Licenses**
    1. *Additional *On-Site* Training.....*$3,200.00 per 16 hour session

NOTE: * = optional Add-On

Total Annual Base Cost (Licenses, Maintenance, Fleet and Survey Hardware, Installation, Remote Training): **$35,178.00**

Add-On Cost (tablets, accessories, additional integration, or training hours): **Dependent on Agency Selections**

Roadway Management Technologies, LLC
COMPANY

May 28, 2024
DATE

Candler McCollum, Member/Chief Executive Officer
AUTHORIZED SIGNATURE, NAME, TITLE

ATTACHMENT B

Roadway Management Technologies, LLC
425 W Capitol Ave, Ste 1202 | Little Rock, AR, 72201

Date: 5/28/2024

Pricing Sheet

City of Dunedin, Florida
737 Louden Avenue
Dunedin, FL 34698

Service	Price	Qty	Extended Price (Period)
RMT Passive Road Surveying Software License	$35,178.00	1	$35,178.00
TOTAL	[redacted]		$35,178.00

Refer to the previous pages for service details. Billing occurs at the beginning of each period.

Hardware Installation Period: Dates will be determined once Agency has provided all information contained in Attachment C.

Subscription Periods: **07/01/24 - 06/30/25 (midnight) Total: $35,178.00**

07/01/25 - 06/30/26 (midnight) Total: $35,178.00

07/01/26 - 06/30/27 (midnight) Total: $35,178.00

07/01/27 - 06/30/28 (midnight) Total: $35,178.00

ATTACHMENT C





City of Dunedin, FL

ROADWAY MANAGEMENT TECHNOLOGIES

RFP 24-1260

Consultant Services for the Implementation of a Pavement Management System

April 2, 2024

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1. Letter of Understanding

April 2, 2024

City of Dunedin
Charles H. Ankney, CPPO
Purchasing Agent
737 Louden Ave Suite 212
Dunedin, FL 34698

Dear Mr. Ankney,

On behalf of Roadway Management Technologies (RMT), thank you for the opportunity to present our proposal to the City of Dunedin. We have great respect for agencies seeking pavement management systems to improve their road network and increase their budget efficiency. We have read the entirety of the RFP and are confident that RMT can provide the services the City of Dunedin is seeking and agree to all terms within the RFP provided. Please accept this Letter of Understanding and the requested information contained in this document.

Legal Name: Roadway Management Technologies, LLC

Address: 425 W Capitol Ave, Suite 1202, Little Rock, AR 72201

Authorized personnel to make representations and submit RFP:
Candler McCollum, Chief Executive Officer and Jamie Weathers, Chief Operating Officer

Telephone No: Candler 501.626.1313 and Jamie 501.551.0780

Email: candler@roadmantech.com and jamie@roadmantech.com

Again, thank you for the chance to present our proposal to the City of Dunedin.

Respectfully,



Candler McCollum, CEO
Roadway Management Technologies, LLC.

2. Consultant's Qualifications and Experience

a. Consultant Profile Overview

RMT, headquartered in Little Rock, Arkansas, is dedicated to transforming pavement management by providing real-time, accurate, and insightful data to essential decision-makers across various levels of government. With additional offices located in Atlanta, Georgia, and Tampa, Florida, our dynamic team extends across six states, embodying our commitment to reach and efficiency. Proudly serving clients in 15 states, RMT is at the forefront of enhancing infrastructure decision-making nationwide.

RMT has developed a unique crowdsourced platform that provides agencies with Real-Time Pavement Performance Analytics (RPPA). We begin by mounting proprietary hardware sensors, known as RoadRunners, on agency-owned fleet vehicles. While these vehicles are used in their daily routine, RoadRunners passively collect comprehensive road quality data along the driven routes. RMT's technology transforms existing fleets into SMART (Signal Monitoring Assets in Real-Time) fleets capable of passively collecting data without requiring any outside effort from normal daily operations.
Equipped with big data, passively collected in the field by our RoadRunner hardware, RMT's cloud-based software platform uses machine learning and artificial intelligence to provide key insights to decision makers. With a user-friendly map-based platform, RMT's clients have access to actionable insights including real-time pavement conditions, rates of degradation, and a suite of tools for predictive modeling and quantitative analysis such as repair projects, preservation project prioritization, return on investment calculations, and budget analysis. Additionally, RMT's platform integrates Average Annual Daily Traffic (AADT) data to evaluate the impact of traffic volume on road quality.

In both 2019 and 2020, RMT's revolutionary technology was endorsed by the Arkansas Economic Development Commission (AEDC) by receiving two tranches of the coveted Technology Development Program Investment (TDP). RMT is honored to have received the American Public Works Association Top Technology award consecutively in 2021, 2022, and 2023.

Roadway Management Technologies is committed to providing the services listed in this proposal with a highly qualified and experienced team with:

- Over 60 years of combined pavement management and preservation experience
- Over 45 years of experience in custom software development
- More than a decade of experience in machine learning and AI modeling and electrical engineering experience.

RMT stands as the pioneer in offering the world's only fully automated solution, encompassing the entire process from data collection to analysis. Our innovative approach to road data collection and analysis began in 2019 and has compelled the industry to embrace new methodologies. Leveraging technological advancements such as crowdsourcing, machine learning, and AI, RMT consistently conducts similar projects for numerous municipalities across the United States on an ongoing basis, avoiding the limitations of one-time surveys that quickly become outdated.

As a provider of Real-Time Pavement Performance Analytics and pavement management services, our committed team of experts look forward to an interview opportunity to answer any questions you may have.

b. Key Project Member Resumes

CANDLER MCCOLLUM
Founder & CEO

Candler McCollum is the CEO and co-founder of RMT. Candler's experience in crowdsource technology coupled with his passion for problem solving led him to develop a revolutionary artificial intelligence and machine learning platform dedicated to road preservation and budget efficiency. H

is role during this project is to provide oversight and direction of execution. He will be available to provide briefings as required and ensure customer satisfaction through routine engagement with the City of Dunedin and RMT staff. Additionally, Candler will work with the key personnel at the City of Dunedin to define and prioritize new feature development within the RMT platform based on customer feedback. This partnership ensures that RMT is always addressing the real issues that the end users are facing and allows RMT to continue to focus development efforts on impactful solutions for the City of Dunedin.

JAMIE WEATHERS
COO

Jamie Weathers is the Chief Operating Officer at RMT. He is a dynamic operations, logistics, and transportation professional who comes with over two and a half decades of experience gained while serving in the United States Marine Corps and private sector. His previous position with the Marine Corps, before retiring, was the Section Head of Amphibious Programs at the Pentagon in Washington, DC. His most recent position as the Director of Operations at Material Resources, Inc. provides him with a unique and qualified background in pavement preservation and maintenance. Working as a contractor focused on pavement preservation provided him with first-hand knowledge of the process and directly see the benefits.

Jamie will be the main point of contact for contract-related matters. He will oversee the day-to-day execution of RMT's staff to ensure all facets of the contract are met and exceeded. He will promote cross collaboration between departments, ensuring timelines are met, customer inquiries are answered timely, and overall customer satisfaction is provided.

WILL BATES
CTO, Principal Engineer

Will Bates is the Chief Technology Officer and co-founder of RMT. With a passion for computers, Will graduated with honors from Auburn University, receiving a Bachelor of Electrical Engineering, Computer Engineering, and Computer Sciences. He went on to obtain a Master of Electrical and Computer Engineering from the Georgia Institute of Technology, with a focus on machine learning and high-performance parallel computing.

Will went on to have a successful career as a Software Engineer before co-founding RMT. His everyday responsibilities as CTO include the development of state-of-the- art algorithms and firmware & hardware for the automated camera systems, hardware design of all vehicle sensor systems, management of the software engineering team, and website application architecture. He is also responsible for leading technology strategies and research on methods and technologies.

Will's role during this project will be providing direction to the Technology Department to ensure interfacing and functionality of RMT's platform continues to meet the needs of the City of Dunedin. He will drive and oversee enhancement development and updates, dashboard functionality, data processing, and reporting accuracy.

MINJI SUH
Dedicated Software Engineer

Minji Suh is a versatile professional experienced in software engineering and instructional design. With expertise in web application development and course modification, Minji delivers efficient solutions and engaging user experiences. Collaborative and results oriented, Minji drives continuous improvement and innovation in software development. Minji will directly supporting he City of Dunedin's account ensuring any software related questions or concerns are addressed while providing the backend support to ensure RMT's platform is running smoothly and always evolving to better support the City of Dunedin.

KYLE FULLERTON
Installation Specialist

Kyle is a skilled vehicle installation specialist known for his expertise in equipping a wide range of vehicles with advanced systems and technology. With a strong background in electronics and automotive mechanics, Kyle excels at installing, testing, and maintaining RMT's RoadRunner systems. He has a keen eye for detail and a commitment to precision, ensuring that every installation meets the required specifications. Kyle's troubleshooting and repair skills are top-notch, allowing him to quickly diagnose and resolve any issues that arise. His dedication to safety and adherence to industry standards make him a trusted professional in the field. Whether working on personal cars, commercial fleets, or emergency vehicles, Kyle delivers high-quality installations and exceptional customer service.

DEREK HILL
Project Manager

As a detail-oriented individual, Derek approaches all tasks with a high level of focus. That, combined with a strong technical skill set has given him the ability to learn new concepts quickly. He's a self-motivated worker willing to put in the necessary time to accomplish what needs to be done. His architectural background provides him with a unique ability to translate customer conversations into product development ideas to streamline user interfacing and experience within RMT's platform.

Derek will spearhead the onboarding process for the City of Dunedin. He will have full access to the RMT team and their resources. His role will encompass a thorough introduction to the RMT system, ensuring that all parties are well-informed and comfortable with the technology and processes from the outset.

The onboarding will include detailed presentations, documentation, and FAQs to address any preliminary questions or concerns that the agencies might have.

c. Project Manager Success Plan

Weekly Meetings and Training Sessions:
To maintain open lines of communication and facilitate a smooth adoption process, Derek will organize weekly meetings with the City of Dunedin. These meetings will serve as a platform to discuss progress, resolve any issues, and provide updates on upcoming steps and requirements.

Training sessions will be tailored to the specific needs of the City, ensuring that staff are fully equipped to utilize the RMT system effectively. These sessions will cover both the operational and technical aspects of the system.

Providing Necessary Information and Support:
Derek will act as the primary source of information and support the City of Dunedin throughout the project. He will ensure that all parties have access to the resources and guidance needed to navigate the onboarding process efficiently. He will be responsible for addressing any queries or challenges that arise, offering solutions and advice to keep the project on track.

Coordination of Vehicle Installations:
Collaborating closely with RMT's installation team, Derek will oversee the scheduling and execution of vehicle installations, ensuring they are carried out with minimal disruption to the City's daily operations. He will work to accommodate the operational schedules for the City, aiming for the most convenient and least intrusive installation process possible.

Executive Support from Jamie Weathers:
The involvement of Jamie Weathers, RMT's COO, underscores the project's importance to RMT and provides an additional layer of support and assurance. Jamie will be available to assist with high-level decisions, resource allocation, and strategic guidance, ensuring the project's success.

Under Derek Hill's leadership, with the backing of Jamie, RMT is committed to a seamless integration process for the City of Dunedin, emphasizing effective communication, personalized support, and minimal operational disruption. This structured approach is designed to ensure the successful deployment of RMT's system, aligning with the project's goals and timelines.

d. References

Below is a compilation of references from five existing multi-year customers. RMT has built a reputation for customer success by crafting tailored solutions for government agencies, streamlining complex data sets and processes into user-friendly solutions comprehensible to all levels of personnel. Our Software as a Service (SAAS) model has proven to be both valuable and cost-effective for agencies of all sizes.

- Van Buren County, Arkansas was one of our first customers dating back to December 2019. They have been using our Real-Time Pavement Performance Analytics data to monitor their road quality for routine maintenance and creation of preservation projects. The county has been successful in using RMT's data to qualify and receive federal grant funds.

- Cabot, Arkansas has been a customer since January 2020. They utilize our Real-Time Pavement performance Analytics data to monitor their road quality for routine maintenance and creation of preservation projects as well. As a small city they employ a small staff and take full advantage of RMT's web-based platform to quickly analyze their road network to stay ahead of potential problem areas.

- Washington County, Arkansas joined the RMT team in July 2021. They use our full suite of systems: Real-Time Pavement Performance Analytics, Work Order Management system, and Fleet Management system. As one of the larger counties in the state, they perform in-house preservation and rely on the data our RoadRunner systems collect to identify trouble areas in their road network, monitor deterioration, create preservation projects, and budget scenarios. Through the Work Order Management system, they can dispatch crews to address problem areas and track their fleet during the process.

- Frankfort, Kentucky and RMT have had a relationship since July 2022. They use our Real-Time Pavement Performance Analytics data to monitor their road network and our Fleet Management system to track their fleet of vehicles. Like most municipalities, Frankfort struggled with one-time surveys, their timeliness, and lack of data interface across multiple systems. RMT's single platform streamlined this inefficiency while providing updates to their network daily.

- Huntington, West Virginia released an RFP similar to the City of Dunedin, and in October 2023 RMT was awarded the contract and immediately got to work for Huntington. Their Public Works Director and his staff did not have time to continually conduct windshield reviews of their road network, and realized when they did, it was subjective by human nature and easily scrutinized by constituents. Through RMT's Real-Time Pavement Performance Analytics data, Huntington now has a holistic view of their road network, updated daily, with the ability to provide objective data.

Through our partnerships with engineering firms and pavement preservation contractors, RMT has been able to customize our platform's capabilities and functionality to meet the unique needs of our clients in budgeting, planning, and developing paving projects. Over the past two months alone, RMT has successfully onboarded five new customers, providing ongoing pavement management analysis programs to inform and drive their pavement preservation efforts.

We are confident that given the opportunity for an interview, the City of Dunedin will recognize the value of our system, and we believe that the offering it provides will exceed expectations. Please feel free to contact any of the customers below to validate our data's accuracy and platform's capability. Also, visit our website at ttps://www.roadman.tech and watch video testimonies from Van Buren County's Judge and Cabot's Mayor (scroll about 2/3 down the landing page).

ORGANIZATION	CONTACT	PHONE/EMAIL	DATE AWARDED
Van Buren County 1414 Highway 65 Clinton, AR 72031	Dale James County Judge	501-745-2443 vbcjudge@artelco.com	December 2019
City of Cabot 101 N 2nd Street Cabot, AR 72023	Ken Kincade Mayor	501-843-3566 kenkincade@cabotar.gov	July 2020
Washington County 280 N. College Ave Fayetteville, AR 72701	Jeff Crowder Road Dept. Director	479-444-1610 jcrowder@washingtoncountyar.gov	July 2021
City of Frankfort 315 W 2nd Street Frankfort, KY 40601	Ray Richardson Engineering Technician	502-352-2091 rtrichardson@frankfort.ky.gov	July 2022
City of Huntington 800 5th Avenue Huntington, WV 25701	Mark Bates Dir. of Public Works	304-696-5540 ext. 2011 batesm@huntingtonwv.gov	October 2023

3. Project Approach

a. Methodology

RMT recognizes the critical need for accurate, real-time pavement condition data to inform maintenance and preservation decisions. Our solution utilizes proprietary hardware sensors, known as RoadRunners, mounted on agency-owned fleet vehicles. These sensors passively collect comprehensive road quality data, transforming existing fleets of vehicles into SMART (Signal Monitoring Assets in Real-Time) fleets capable of gathering data without requiring additional effort or disrupting daily operations.

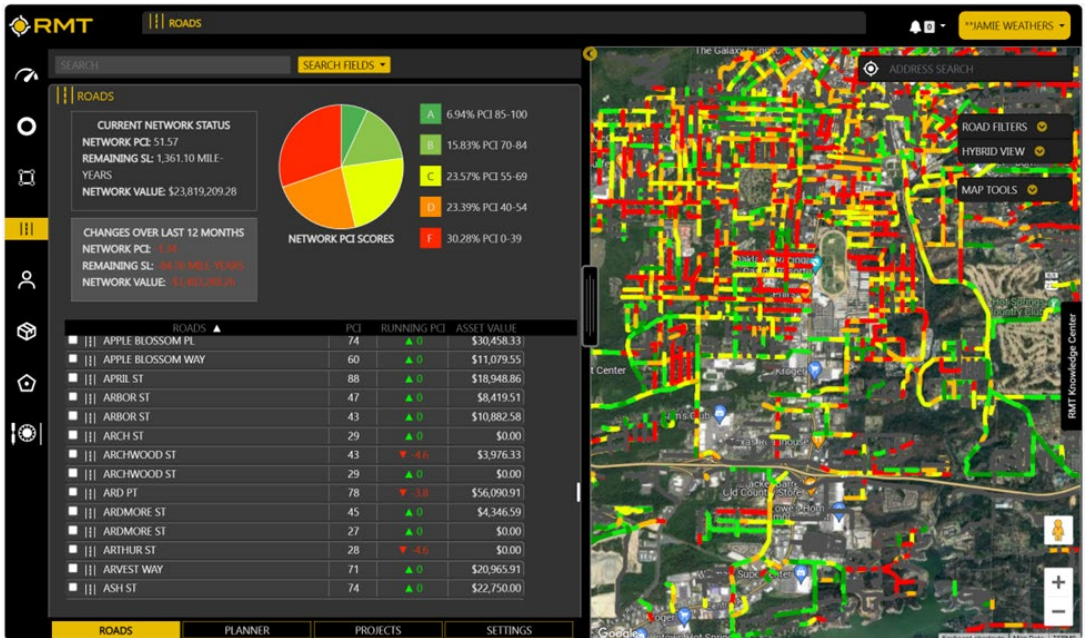
The RoadRunner system consists of a main enclosure with motherboard mounted under the vehicle, a GPS antenna mounted on the windshield, and two sensors that are mounted on each side of the front axle / lower control arm. These state-of-the-art sensors collect data at a rate of 52,000 data points per second. Both the motherboard and sensors are enclosed in an IP68 rated enclosure with aircraft grade plugs to ensure reliability and sustainability. All parts used in RMT's RoadRunner systems conform to, or exceed, industry standards in strength, quality, and workmanship.

In addition to RMT's RoadRunner's vibrational and gyroscopic data collection, RMT also equips selected agency fleet vehicles with camera systems that capture surface images of pavement condition every 75ft as the vehicles travel throughout the network. Once images are collected, they are uploaded to the cloud where our proprietary machine learning and AI process the images to ensure appropriate lighting and field of view before qualifying an image and ingesting it into the platform. These images are stored in increments of 30 days as they are collected providing each agency's staff with a current view and a historical view of the road's condition.

When equipped vehicles in each agency travel each other's roads, they will be collecting additional data points for each other without any needed interaction. Our crowd-sourced data collection platform leverages existing fleet vehicles to gather data daily, reducing the time, cost, and labor typically associated with traditional pavement survey methods. This process is supplemented by our advanced AI and machine learning algorithms that process and analyze the data, providing real-time insights into pavement conditions, rates of degradation, and actionable intelligence for maintenance planning.

High-Frequency Data Collection:
Unlike traditional methods that might collect data annually or bi-annually, or more recent modern methods of video evaluations which require manual calibration and intentional trips down the road, RMT's RoadRunner's passive collection capability allows for more frequent and accurate data updates 365 days a year. This continuous data collection approach ensures that the City of Dunedin has access to the most current pavement condition information, facilitating timely and informed decision-making. **Figure 1. below:**

****Figure 1**: Demo account example, does not reflect real data



RoadRunner Hardware Deployment:
RMT will send out our team to install our proprietary RoadRunner hardware on selected fleet vehicles for each agency. The hardware is designed and manufactured specifically for monitoring and reporting pavement surface condition data in real-time. All data collected by the RMT system is collected passively and requires no interaction from the driver. All hardware and software systems provided to the agencies will be new and complete units ready for operation and are warrantied indefinitely.

As these selected vehicles travel throughout the network the road data and images are collected and stored on the hardware. Capturing data on all lanes in both ascending and descending directions. Providing a holistic view of the network due to lanes often deteriorating at different rates, allowing for end users to make data driven decisions based on the entirety of the segment not just 100ft segment or average.

Once the vehicles park at the end of the day the data is uploaded to the cloud and processed. The processed data is displayed on RMT's interactive web-based software platform, along with other valuable preservation planning and execution tools, for the agencies to analyze and make informed decisions. This method ensures comprehensive coverage of the 127 miles of city-owned roadways, without disrupting traffic or requiring dedicated survey vehicles. **See Figures 2 and 3 below:**

**Figure 2: Demo account example, does not reflect real data

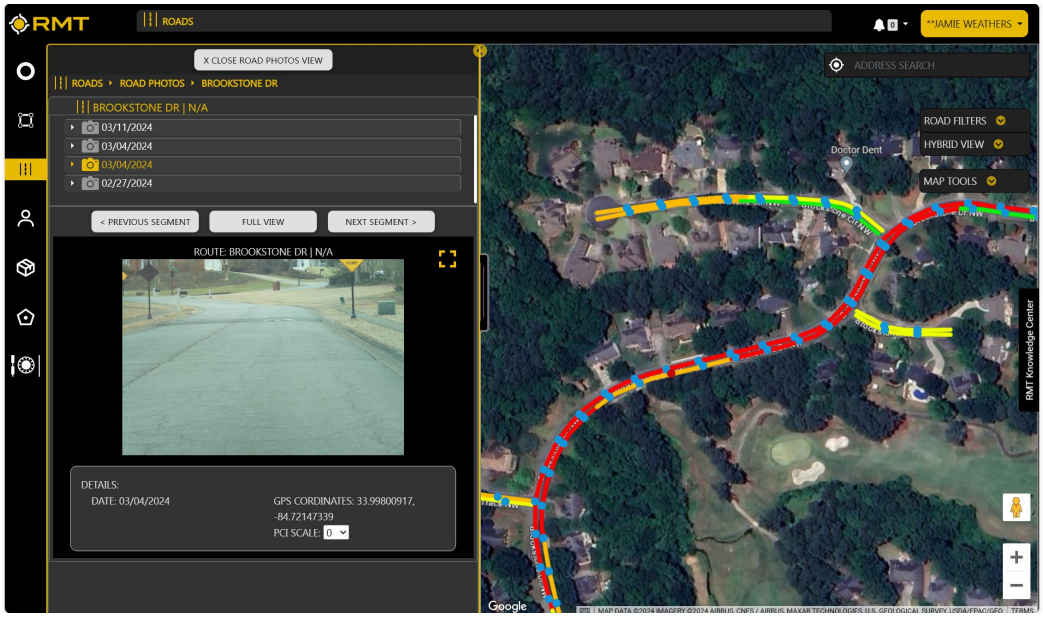
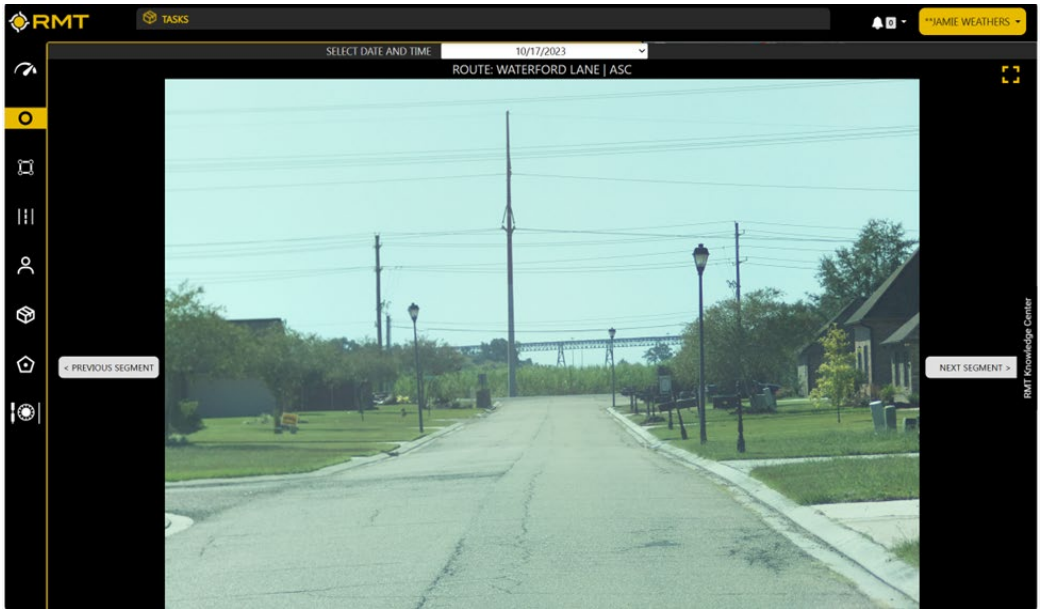


**Figure 3: Demo account example, does not reflect real data



b. Data Processing and Analysis

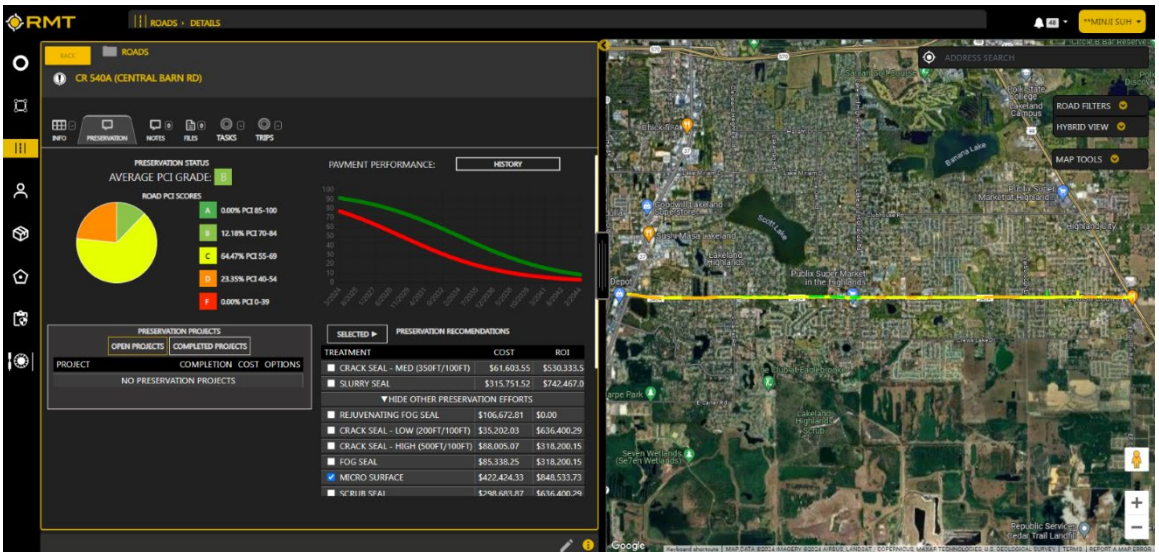
AI-Powered Data Analysis:
Upon data collection, RMT utilizes proprietary AI algorithms to analyze the imagery, vibrations, and gyroscopic data to extract accurate pavement condition ratings. This process includes identifying and categorizing pavement distress types such as cracking, rutting, and potholing, which are critical for assessing overall pavement health. Our methods of scoring are Pavement Condition Index (PCI) based on ASTM standard D6433 with additional IRI Scoring. **See Figure 4 below:**

**Figure 4: Demo account example, does not reflect real data



We acknowledge the legitimacy of your concerns regarding the variability among lanes, particularly in the context of multi-lane roadways. To address this, our methodology has been meticulously designed to include the assessment of each lane in both ascending and descending directions, thereby ensuring a comprehensive evaluation of the network. This systematic approach not only facilitates a detailed scoring of the entire network but also incorporates considerations for material costs associated with potential maintenance and repair strategies. By integrating these cost factors into our assessment, we can provide a thorough analysis that not only captures the unique characteristics and conditions of each lane but also offers insights into the financial implications of preserving and enhancing the roadway infrastructure. This holistic evaluation strategy ensures that our analysis delivers a profound understanding of the roadway's overall condition, coupled with actionable intelligence on optimizing maintenance expenditures for the utmost efficiency and sustainability. **See Figure 5 below:**

**Figure 5: Demo account example, does not reflect real data



Unlimited Users:
RMT operates on a model that eliminates per-user fees, enabling agencies to extend system access to an unlimited number of employees without concern for escalating costs. This approach ensures that agencies can tailor systems to their specific needs, assigning roles and access rights in alignment with each employee's responsibilities and the requirements of their position. This flexibility facilitates efficient data reference and utilization across various counties and municipalities. Furthermore, RMT's dedicated team is committed to supporting agencies through the onboarding process, offering comprehensive training to ensure users are proficient in leveraging the platform to achieve their objectives effectively.

Configurable:
The software offers full customization to align with an agency's specific repair strategies, financial planning, and managerial objectives. Our operations team is committed to closely collaborating with each agency, ensuring a deep understanding of these critical parameters and providing comprehensive training on their integration into the system. This adaptive approach ensures that the Pavement Management Program dynamically responds to the introduction of innovative methods, updates in budget allocations, and shifts in management priorities over time, resulting in a system that progressively evolves to meet the unique needs of each agency. **See Figures 6, 7, and 8 below:**

****Figure 6**: Demo account example, does not reflect real data

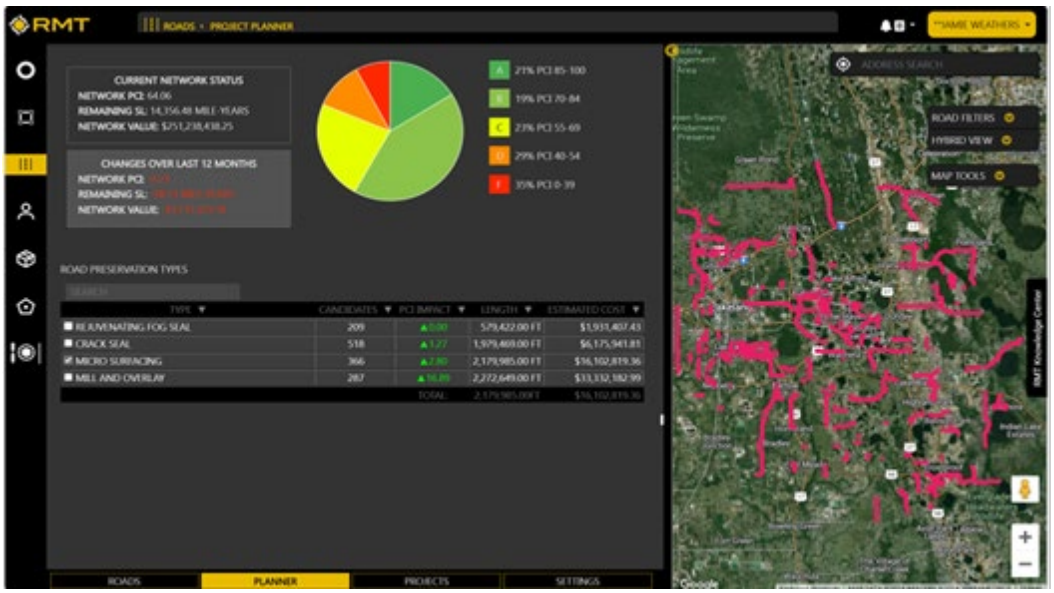


**Figure 7: Demo account example, does not reflect real data

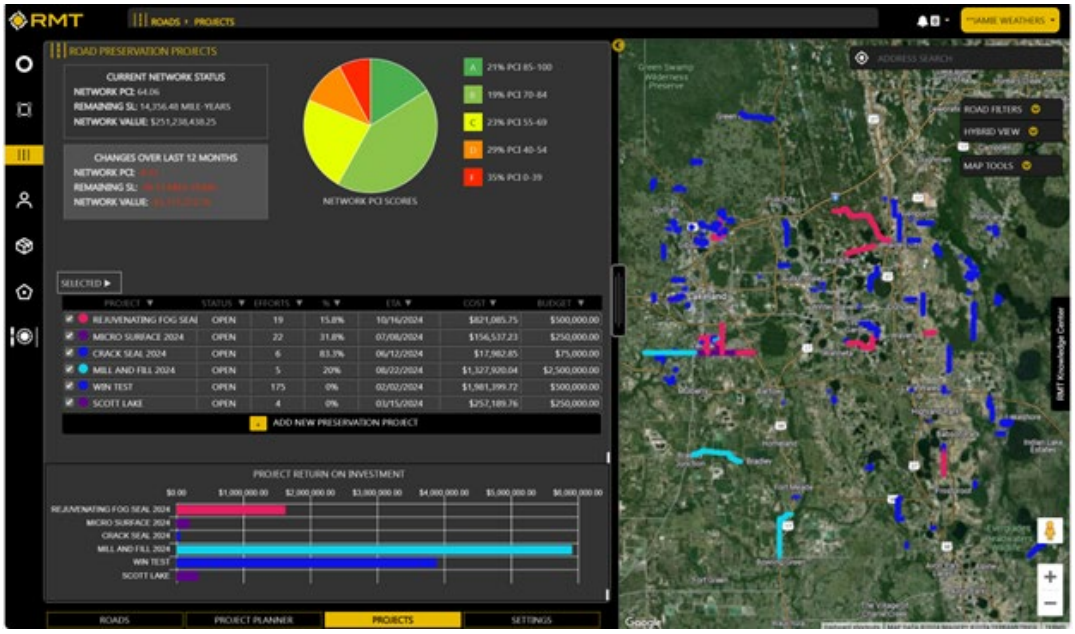
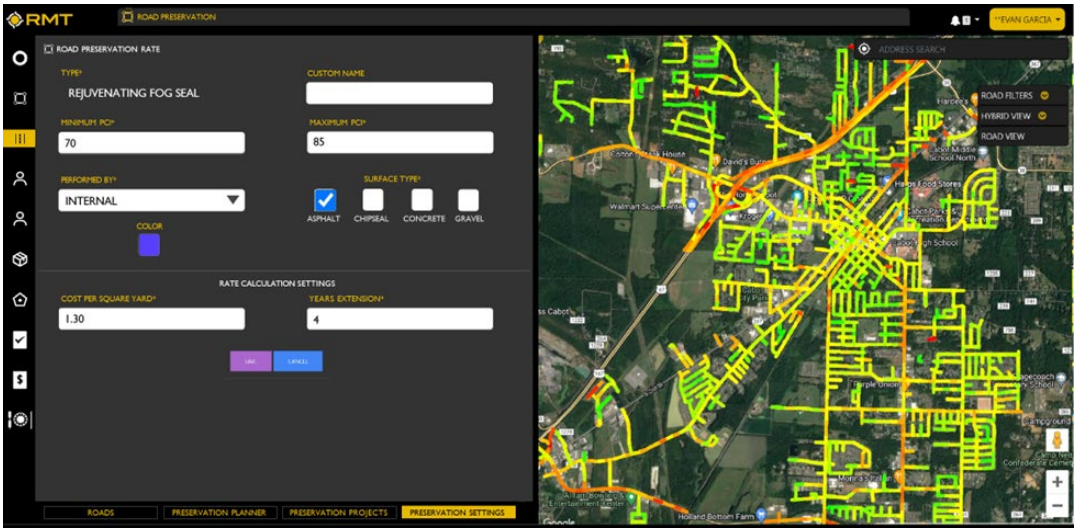


**Figure 8: Demo account example, does not reflect real data

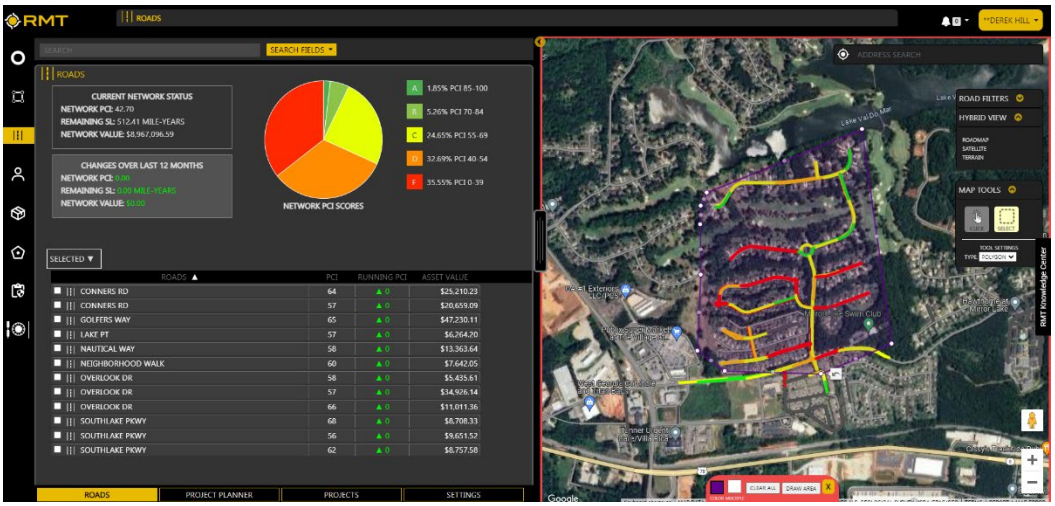


Data Importing:
RMT's specialized integration teams are dedicated to assisting agencies in transferring all relevant historical data collected up to the present, covering the 127 miles specified in the RFP. This process necessitates the ability to export historical data from the existing legacy system where it is currently stored.

Data Exporting:
Data stored in the RMT system can be seamlessly exported according to the needs of the agency, utilizing custom dashboards, .CSV files, or ESRI GIS shapefiles. Additionally, we offer the capability to automate the export process, enabling the generation of reports on a weekly, monthly, quarterly basis, or any other interval tailored to the specific metrics and requirements set forth by the agencies.

Network Segmentation / PCI Reporting:
RMT's system will segment data to the agency's preferred specifications based on the shapefile information in the GIS database. The system can also geofence objective data based on specific parameters such as districts to monitor performance in different areas of the network. In segmenting the network into geofenced areas, a hierarchical structure is employed, where a parent account encompasses the entire network, and subsidiary accounts contain data specific to the delineated districts. **See Figure 9 below:**

****Figure 9**: Demo account example, does not reflect real data



Visualization:
RMT's platform features a color-coded map that transitions from green to red, effectively illustrating the severity of distress across the network. Additionally, the system enables agencies to engage with the map directly, allowing them to access specific images from any location on the road that corroborate the identified distress.

c. Data Integration and Accessibility

GIS Integration:
RMT's deliverables will be fully compatible with the City's existing GIS-enabled databases. Our team will work closely with the City of Dunedin to ensure seamless integration, including providing GIS shapefile layers or geodatabases containing mapped pavement segments and condition ratings, complete with a user-friendly color-coded system.

Interactive Data Platform: Beyond static GIS data, RMT offers an interactive, web-based platform where City stakeholders can access, visualize, and interact with the collected pavement condition and ancillary data. This platform includes features such as dynamic filtering, trend analysis, and custom report generation, enhancing the utility of the data for planning, maintenance, and communication purposes.

d. Scalability and Futureproofing

Scalable Solution:
RMT's approach is designed to be scalable, accommodating future expansions of the project scope or additional data collection efforts without significant increases in cost or complexity. This ensures that the City of Dunedin's investment in our solution remains valuable long-term, supporting evolving planning and maintenance needs.

Innovation and Continuous Improvement:
As part of our commitment to providing state-of-the-art solutions, RMT continuously invests in R&D to enhance our technology and methodologies. This commitment means that the City of Dunedin will benefit from ongoing improvements and innovations in pavement condition assessment and asset management technologies.

e. System Security

Anti-virus and Internet Vulnerability:
RMT ensures that its software remains secure against evolving cyber threats by incorporating ongoing security for anti-virus and internet vulnerability management through the implementation of a robust security framework. This includes regular updates to antivirus software to protect against the latest threats and automated vulnerability scans to identify potential security weaknesses. RMT employs a systematic approach to patch management, ensuring timely deployment of security patches and updates to address identified vulnerabilities. The system is designed to distribute patches efficiently, minimizing disruption to operations while maintaining high levels of system security.

Data Backup and Archives:
RMT utilizes Amazon Web Services and provides daily backups and archiving of our services. This approach offers a secure and long-term approach to data retention.

f. Cost Control

Software as a Service (SAAS):
RMT operates on a SAAS model, which inherently differs from traditional project-based pricing structures. Under the SAAS model, the pricing is subscription-based, offering access to our software over the internet without requiring physical installation or maintenance by the client. This model allows for more predictable and lower upfront costs, with the flexibility to scale based on your usage and needs. The items below address how this impacts our pricing structure compared to what you might see from other companies.

Fringe Benefits and Overhead:
Traditional projects often include charges for fringe benefits and overhead to cover labor and operational costs. In our SAAS model, these costs are integrated into the subscription fee, eliminating the need for detailed breakdowns. Our model ensures that you're not directly charged for each aspect of labor and overhead, providing a more streamlined and cost-effective solution.

Profit:
Profit margins are built into the subscription price, providing transparency and predictability in costs. Unlike project-based pricing, where profit can vary based on the project scope and duration, our SAAS model offers a consistent pricing structure.

Total Project Cost:
The total cost under our SAAS model is the sum of your subscription fees over the period of use. This contrasts with project-based pricing, where the total cost includes the sum of labor, materials, overhead, profits, and any other project-specific expenses. Our model ensures that you have clear visibility into your expenses without the complexity of a multi-line-item breakdown.

Our SAAS model is designed to offer simplicity, predictability, and value. We believe this model serves our clients' best interests by providing a high-quality service at a predictable and reasonable cost.

Summary:
RMT's comprehensive technical approach and methodology are designed to meet and exceed the requirements set forth by the City Dunedin’s Consultant Services for the Implementation of a Pavement Management System. Our advanced data collection hardware, AI-powered analysis, and commitment to quality assurance ensure that the City receives accurate, reliable, and actionable pavement condition data with the ability to manage it. Combined with our ancillary data collection capabilities and seamless data integration processes, RMT offers a future-proof and scalable solution that supports the City of Dunedin’s mission to maintain and improve roadway infrastructure efficiently and effectively.

g. Software Implementation (2.4 Items)

2.4.1 Web-based software, inclusive of free data hosting for the initial contract year.

RMT's platform operates entirely on cloud technology, ensuring seamless access from any device authorized by the City and connected to the internet. This feature guarantees that all users can engage with the data instantaneously, regardless of their location. Moreover, it enables field teams to directly upload notes, photos, and annotations while on-site, facilitating immediate updates throughout the system and enhancing the efficiency of data management and communication. There are no data hosting fees associated with RMT's Pavement Management System.

2.4.2 Be highly configurable to allow refinement in the future and expansion to other asset types. As much, must have the capability of being configured to be tightly integrated a broader infrastructure asset management system utilizing the same software.

The software is completely customizable based on the City's repair methods, budget, and management goals. Our operations teams will work diligently to understand these parameters and train the City on how to input them into the system. This method allows the Pavement Management System to evolve in real-time as new methods are implemented, new budgets are released, and management's goals/focus change over the years yielding a dynamic system that grows with the city. RMT's full suite also expands into Asset & Work Order management that can be built out past just pavement management allowing the City the flexibility to expand in more features encompassing all assets.

2.4.3 Store all pavement condition data and convert that data to user-defined condition indices.

RMT collects comprehensive pavement condition data using various methods such as automated road condition assessment tools, and sensors. This data includes information on cracks, potholes, rutting, roughness, and any other relevant pavement distress parameters. Our algorithms convert the raw pavement condition data into user-defined condition indices. These indices reflect the overall condition of the pavement based on the specific needs and priorities of the users.

2.4.4 Have a flexible table structure that will allow for adding additional attributes to existing tables and creating new tables for additional types of data without requiring additional software development.

RMT uses a relational database which allows for flexible data structure columns. These columns can hold complex data objects that can be easily modified by adding new attribute fields. This approach provides flexibility while still allowing for data integrity and querying capabilities. By using this approach we will not require additional software development to accomplish the addition of new attributes to existing or new tables.

2.4.5 Must allow for unlimited number and types of pavement distresses. The software must allow for user-defined condition data including at least three levels of severities and at least six levels of extents.

RMT's software can create a table or collection to store unlimited distress types. Each distress type can have attributes such as a unique identifier, name, and description. Thes table will allow for the addition of new distress types without requiring changes to the software code. The software is flexible and adaptable, allowing for unlimited types of pavement distresses and user-defined condition data with multiple levels of severities and extents.

2.4.6 Must allow for unlimited types of pavement repairs.

RMT's system comes equipped with a comprehensive set of industry-standard repair types and offers the flexibility to incorporate an unlimited variety of pavement repair techniques. As new methods are developed or City-specific techniques are introduced, the software can easily be updated to include these additions. This versatility makes it an effective tool for managing diverse maintenance strategies both now and in the

future. This flexibility ensures organizations are not constrained by the software when choosing the most suitable repair approach for any particular circumstance. Please reference Figures 6 and 8 above.

2.4.7 Must allow for deterioration of individual distress indices as well as general condition indices within the system. The system must allow the user to define an unlimited number of performance models by pavement type or repair treatments by deteriorating any condition indices over time.

RMT's software plays a vital role in predictive maintenance planning through its support for deterioration modeling and performance model creation. The system includes specialized tools that provide real-time visualization of deterioration models, demonstrating the impact of various treatments and repairs on the degradation curve. This feature allows organizations to predict pavement conditions and schedule maintenance activities proactively, before severe deterioration sets in. By doing so, they can optimize their maintenance budgets and extend the service life of their roads.

2.4.8 Must have unlimited flexibility in creating decision trees, pavement repair strategies and performance models. These are to be based on user-defined decision and performance variables available in the database.

Our platform possesses the capability to offer unlimited flexibility in developing decision trees, pavement repair strategies, and performance models. These elements would be constructed based on user-defined decision and performance variables within the database. This ensures that the system can adapt to a wide range of scenarios and user requirements, making it a versatile tool for pavement management and planning.

2.4.9 Must calculate benefit of any given repair based on a standard benefit definition utilizing of the area between the "current" performance model and the "potential" repair-specific performance curve. The system must provide the ability to allow users to modify the defined standard benefit of a potential repair with any user-specific variables that may be contained within the database such as risk, traffic, safety, importance, etc.

RMT's software features a repair benefit calculation tool that allows for customization based on unique variables, offering a refined method for assessing repair options. This enables organizations to take into account a broad spectrum of factors in their decision-making process, ensuring that the chosen repairs deliver optimal value. Please reference Figure 5 above.

2.4.10 Have the capability to analyze various "what if" scenarios to determine future funding needs and alternative repair scenarios. Users must be able to apply unlimited constraints to any analysis. When running optimization scenarios, user-defined constraints will include but should not be limited to: Budgets, Budgets by repair type (preservation, rehabilitation, reconstruction), Budget by maintenance or areas within the City, Condition indices, Maximum percentage of pavements below a specified condition threshold, & Other levels of service as user-defined

RMT's system is equipped to evaluate "what if" scenarios, facilitating proactive planning and resource allocation. With the capability to accommodate unlimited constraints, our platform enables organizations to comprehensively examine potential future scenarios. This ensures that they are well-prepared for various funding and operational circumstances. Please reference Figure 7 above.

2.4.11 Provide unique multi-year work plans that identify the type of repair and associated costs for all pavement segments for each year of the analysis period for any funding or performance scenario.

RMT's system provides tools for multi-year work planning, assisting organizations in formulating long-term maintenance and budgeting strategies. This feature is crucial for maintaining consistent pavement quality over time and maximizing the efficiency of resource utilization.

2.4.12 Allow for the running of scenarios utilizing an optimized solution that selects projects and groups of projects which provide the maximum benefit solution for the defined constraints.

RMT's system features optimization functionality that enables the selection of projects with maximum benefit within defined constraints, even providing a net ROI dollar metric benefit. This addresses the challenge of limited resources effectively. By pinpointing the most impactful projects, the platform ensures that investments in pavement repair result in the highest possible return, based on the real-time conditions of the network and ongoing monitoring of project performance.

2.4.13 The optimization scenario functionality must have goal setting capabilities to determine the specific optimized projects that would need to be completed yearly to meet any user-defined goal or set of goals.

RMT's platform features goal-setting capabilities within its optimization scenarios, enabling organizations to align their pavement management activities with overarching objectives. This ensures that pavement maintenance efforts are effectively contributing to the attainment of the City's broader strategic goals.

2.4.14 Allow for analysis to consider any planned utility projects so as to ensure that streets are not selected for repairs if utility work is planned as identified in the City's CIP on those streets.

RMT's platform has the capability to consider any planned utility projects, ensuring that streets slated for utility work are not selected for repairs. By integrating various utility GIS files, the system aids in identifying future repair efforts based on user data inputs, allowing for informed decisions on whether to include or exclude roads during planning and project creation.

2.4.15 Allow for the yearly automated updating of the individual pavement condition indices based on construction history data. Repair exclusion years, condition improvement rules, age counters and treatment counters to be used in the optimization scenarios shall be user-defined.

RMT's system updates pavement condition indices automatically based on construction history, providing real-time data for informed decision-making. This ensures that maintenance plans are consistently based on the latest information, thereby enhancing the effectiveness of the pavement management strategies chosen by the user.

2.4.16 Allow for the linking and storing of electronic documents and images including photos, construction documents, testing results, etc. related to each specific pavement management section.

The RMT system includes a dedicated section for users to upload essential documents, notes, images, or files. By facilitating the linking and storage of electronic documents and images, this feature addresses the challenge of managing extensive data related to pavement management. It centralizes information, making it readily accessible for analysis and planning purposes.

2.4.17 Provide standard report capabilities including configurable graphs, charts and GIS mapping and the ability to develop customized reports within the application.

RMT's executive dashboard contains various reporting features (graphs, charts, etc.) and provides a comprehensive solution for analyzing and presenting real-time pavement condition data. This enhances an organization's ability to communicate effectively with stakeholders and make informed decisions.

2.4.18 Must be able to access data through various methods: Feature rest service, SQL-based connection, Exportable to Excel (xlsx).

RMT's pavement management system caters to the need for versatile data management and analysis by offering various data import/export and access methods. This ensures that users can handle pavement condition data in the most convenient and effective manner tailored to their specific requirements. Please reference Data Importing and Exporting on page 13.

2.4.19 Provide forward and downward facing images accompanied by an ID spreadsheet.

RMT's platform enhances the visualization and tracking of pavement conditions by providing images alongside road IDs. This feature is crucial for conducting detailed condition assessments and accurately planning maintenance activities. Please reference Figures 2 and 3.

2.4.20 Ability for a visual map driven dashboard displaying current and projected road network conditions by year as well cost view within the dashboard.

RMT's visual map-driven dashboard feature offers a dynamic solution for visualizing both current and projected road conditions and costs. This tool enhances strategic decision-making by providing a comprehensive overview of the road network's status, enabling effective resource allocation and facilitating long-term planning efforts.

2.4.21 Provide user the ability to toggle feature for displaying road conditions.

RMT's toggle feature for displaying road conditions directly caters to user needs for tailored data visualization. This functionality enables users to customize the system's output to meet diverse analytical needs, enhancing usability and ensuring that the system can deliver pertinent information across a broad spectrum of scenarios.

2.4.22 Provide user the ability for a public facing dashboard and an internal dashboard presenting detailed data.

By providing both public and internal dashboards, RMT offers a solution for the diverse needs of stakeholder communication and detailed internal analysis. This dual approach ensures that both the public and internal stakeholders have access to appropriate levels of information, fostering transparency while supporting detailed operational planning and decision-making.

4. Cost Quote

RMT's Real-Time Pavement Performance Analytics service is priced at $35,178 annually for a network spanning 127 centerline miles. Operating on a SAAS model, our pricing is based on the mileage of the City's road network. There are no extra charges for hardware, installation, or maintenance, and no additional onboarding or startup fees are applicable. The RMT system entails a four-year commitment with annual payments. Agencies have the flexibility to opt out within 30 days each year. This structure secures the cost per year, ensuring budget predictability and financial stability, while providing the flexibility to reassess the partnership annually without long-term risk.

Cost Breakdown for Roadway Data and Equipment Device Package

1. **Annual Software Licenses Total…….……..... $35,178**
    1. Passive Road Survey Software License…….……...…….. **$35,178**
    2. Annual Maintenance Fee……...Included with Software Licenses
    3. Hardware Installation Cost……Included with Software Licenses
    4. End User Remote Training……Included with Software Licenses
    5. Tech Support: 7am-6pm CST……Included with Software Licenses

2. **Cost of Equipment**
    1. RoadRunner Road Survey Hardware……....Included with Software Licenses
    2. Road Imaging Hardware…….……...Included with Software Licenses

Total Annual Base Cost: $35,178

Note: During the negotiation phase, RMT and Dunedin stakeholders will engage in discussions to define the scope of work for additional software development, ensuring that the desired end state is accurately outlined. The cost for software development is structured in blocks of 100 hours, with each block priced at $10,000.

5. Schedule

Upon contract execution, RMT initiates an optimization analysis of the City's fleet vehicles to pinpoint hose suitable for equipping with our RoadRunner systems. Subsequently, our installation team is dispatched to install the devices, relieving the client of any installation responsibilities, and ensuring adherence to project schedules. Utilizing this crowd-sourced approach, data collection seamlessly occurs in the background as vehicles traverse the City of Dunedin's network. Installation requires 2-3 days, and once the vehicles commence driving, full data coverage is anticipated within 4-6 weeks.

To ensure successful client interaction with the platform, RMT schedules weekly calls between the City and our Project Manager. These calls serve as status checks to address any system-related questions or training needs and to customize platform features to the client's specific requirements. This streamlined schedule and process enables RMT to deliver custom solutions and onboarding within weeks, in stark contrast to the years typically required by other providers.

Project Schedule Summary

Action Item	May	June	July	August	September	October	November	December	January	February	March	April
Contract Award / Task Order	Signed											
Project Initiation	Pre-Onboarding											
Street Inventory and Legacy Data Import / Review	This can happen immediately											
Hardware Install (RoadRunners and	Install; < 1 week											
Pavement Condition Data Collection	Once the first vehicle has hardware installed devices will start collecting data.			All lane mile data collected	Data continues to get collected daily and refined each trip a vehicle takes.							
Staff Training		Training starts and continues until staff is comfortable.										
Data Processing / Analysis		After installation, RoadRunner and camera devices will upload data daily to the cloud-based server for processing and refinement.										
Pavement Repair Analysis		Continuous once started; road data can be reviewed daily, roads re-analyzed, etc. to feed City's maint/rehab development plan all within the platform.										
Project Creation			Project scenarios/models can be run, adjusted, compared, and finalized to feed maint/rehab program development.									
Maint/Rehab Program Development					Using analyzed pavement data and project scenarios maint/rehab programs can be developed, adjusted based on budget, and executed over time based on deterioration rates.							
Contract Renewal												

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 21, 2025
SUBMITTED BY:	Jeffrey Agrall, Public Works
ITEM TYPE:	Resolutions
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Consideration of Authorization for City Manager to Execute a Two-Year SeeClickFix Software Contract for $34,562.26 ($17,281.13 per year)
BACKGROUND:	The City previously used SeeClickFix software to manage and track service requests; however, its use was discontinued due to limited integration with the City's work order system, which required staff to manually create work orders for each department. SeeClickFix has since expanded its capabilities and now offers API integration, allowing for automatic routing of reported issues to the appropriate department. This improvement will streamline workflows, reduce manual entry, and improve response times. The software also provides residents with a convenient way to report issues through a mobile app or website, upload photos and location details, and track progress as the request moves through each stage of resolution.
POLICY/PURPOSE:	To approve the acquisition of the SeeClickFix software and authorize the City Manager to execute a two-year contract.
STRATEGIC PLAN RELEVANCE:	Goal 2 in Community Road Map, maintain a safe community.
ANALYSIS/DISCUSSION:	SeeClickFix provides municipalities with an efficient, integrated platform for managing service requests and public issues. The software allows residents to easily report concerns through a mobile app or website, submit photos and location details, and track progress as requests move through resolution. For City

staff, it streamlines workflows by automatically routing issues to the appropriate departments, reducing manual work, and enabling real-time tracking and performance metrics. The platform also supports data-driven decision-making, helping identify recurring problems, prioritize resources, and justify budgets. Overall, SeeClickFix enhances transparency, improves response times, fosters resident engagement, and strengthens accountability across the community.

FUNDING:

Appropriate funds from the General Fund with Finance Department approval to Departments 5391 (Beach), 5410 (Municipal Facilites and Grounds), 420 (Wastewater) and 450 (Stormwater) for the total purchase price of $34,562.26 ($4,320.28 per year per department)

The quoted software is sourced from GSA Contract GS-35F-0124U

MOTION:

I move to approve/deny the authorization of the purchase of SeeClickFix software in the amount not to exceed $17,281.13 per year.

ATTACHMENTS:
Quote
Overview

GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	$149.01	0	$0.00
Project Manager	$135.86	18	$2,445.48
Network Consultant	$135.86	0	$0.00
Wireless Network Technician	$135.86	0	$0.00
Programmer	$131.48	92	$12,096.16
Graphic Designer	$109.57	26	$2,848.82
Writer	$109.57	0	$0.00
Server and Network Technician	$109.57	52	$5,697.64
Trainer	$109.57	0	$0.00
PC Technician	$89.41	0	$0.00
Content Developer	$80.64	48	$3,870.72
		Subtotal	$26,958.82
		Discount	($9,677.69)
		Total Fees Year 1	$17,281.13

Project Implementation and Deployment

- SeeClickFix 311 CRM Request - Unlimited gov user licenses for service request and constituent management tool to intake resident submission. Assign requests internally, resolve issues and measure request performance.
- SeeClickFix 311 CRM Marketplace App - Branded marketplace mobile app to expand SeeClickFix 311 CRM Request or Pro modules. Requires customer to stay up to date with Google and Apple requirements.
- SeeClickFix 311 CRM Connector for Trimble Cityworks AMS (SR + WO) - SeeClickFix 311 CRM hosted integration with Trimble Cityworks AMS (online or on-premise) for service requests and/or work orders. Requires Cityworks version 15+, and license for Citizen Engagement API.

Total Fees Year 1	**$17,281.13**
Annual Services (Subject to uplift)	**$17,281.13**

1. Performance and payment under this Statement of Work ("SOW") by and between Treasure Island, FL ("Customer") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff.
2. This SOW shall remain in effect beginning at signing and continuing for two years (the "Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this SOW will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 shall be invoiced at signing.
4. Annual Services shall be invoiced 12 months after signing and every 12 months thereafter. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

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Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Authorized Client Signature	CivicPlus
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

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Proposal

Valid for 60 days from date of receipt

Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

OUR PORTFOLIO INCLUDES:

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Mass Notification
- Social Media Archiving
- NextRequest
- Recreation Management
- SeeClickFix 311 CRM
- Municode Codification
- Process Automation and Digital Services
- Community Development
- Asset Management
- Utility Billing
- Resident Portal

Company Contact Information

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233
Fax: 785.587.8951
civicplus.com



Experience & Recognition

25+ Years

10,000+ Customers

950+ Employees

With public service in our DNA, our 25-year heritage of success is fueled by the expertise of our product innovators—many of whom served in local government. Our commitment to deliver impactful solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

We're proud to be recognized in various ways for our dedication and service to our customers.

- Winner of multiple Stevie® Awards, the world's top honors for customer service, sales professionals, and more.
- Designated a top-100 U.S. company by Government Technology magazine for making a difference in the public sector.
- Selected by Inc. Magazine as "One of the Fastest Growing Privately-Held Companies in the U.S." each year since 2011.
- Certified™ by Great Place To Work®, which is a prestigious award is based entirely on what current employees say about their working experience.









The Best-Run Local Governments Run on CivicPlus Technology

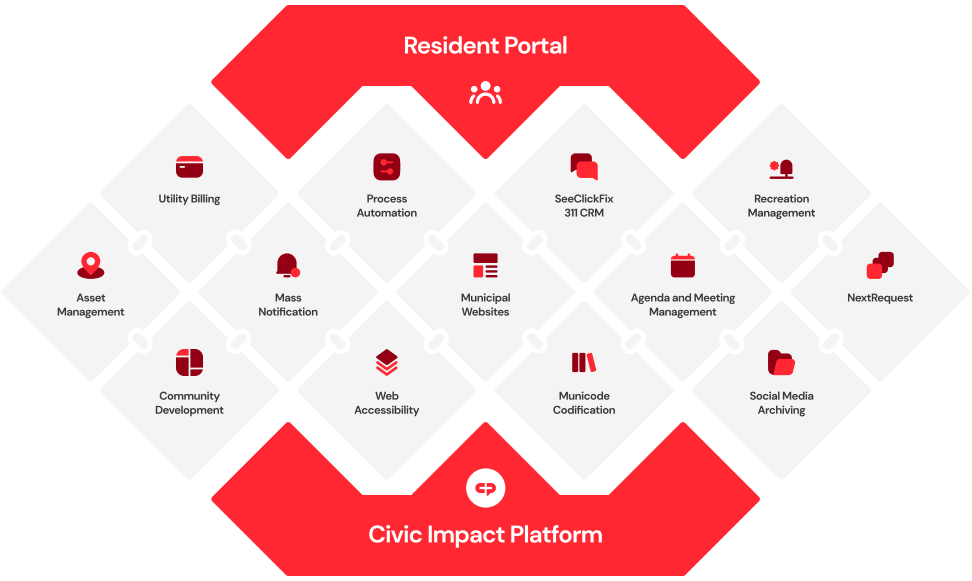
Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services. However, they struggle with budget cutbacks and technology constraints. With CivicPlus, leaders can finally overcome the perpetual trade-off between the demand for better services and the realities of operational resources, by leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

CivicPlus is the only government technology company exclusively committed to being a trusted partner for impact-led government, enabling our customers to efficiently keep our communities informed, involved, and connected using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, our customers increase revenue and operate more efficiently while nurturing trust among residents.

The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign on for friction-free, no-hassle services.

With CivicPlus your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.



IMPACT-LED GOVERNMENT

Impact-led government goes beyond transactional services to create lasting change in communities. By modernizing processes, it uses automation, collaboration, and data-driven insights to help staff work more efficiently and make services more accessible—anticipating needs and addressing challenges before they arise for residents and staff.

The CivicPlus Civic Impact Platform Enables Impact-Led Government Through Five Key Principles:

1. Modernize and connect every function: Work better together through intelligent automation, efficiency, and stronger collaboration.
2. Deliver a singular, personalized resident experience: Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. Supercharge staff impact: Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. Strengthen compliance, accessibility, and readiness: Forward-thinking best practices and continuous adaptation to change.
5. Consolidate on a comprehensive, purpose-built platform: Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.

CivicPlus Resident Portal

THE NEXT EVOLUTION IN DIGITAL RESIDENT ENGAGEMENT

CivicPlus Portal is a mobile-friendly, personalized online hub from which residents can quickly, easily, and securely obtain information, access resources, discover services, complete transactions, and interact with their local government administration. It is the public gateway to the Civic Impact Platform, empowering resident self-service from one central location for everything from submitting forms, referencing recent legislation, and engaging with public meetings to managing individual alert and notification preferences.



Personalized Resident Benefits:

- One username, password, or popular platform-enabled single sign-on (via Facebook, Google, Microsoft, or Apple) to securely manage their user profile and interact with all their government resources and information.
- A personalized, customizable dashboard that serves as the launchpad to save frequently accessed digital services, view past interactions, bookmark frequent payment options, and stay up to date with featured, meaningful content.
- Anytime, anywhere access from any device.
- Enabling self-service form viewing, submission, and payments to support a variety of digital transactions from parking permits and business licenses to pet adoptions.
- Easy management of individual communication preferences related to routine and emergency alerts, website newsletters, and agenda & meeting notifications from one single view.
- A centralized hub to submit and track requests, such as public records requests, non-emergency issues, and code enforcement complaints and violations.

Staff and Administrator Benefits:

- A low-maintenance tool for administrators to easily spotlight information, share content, and link to services to further promote local government initiatives while improving public transparency and trust.
- Ability to consolidate digital services from multiple CivicPlus and third-party solutions into one intuitive, accessible, and responsive interface.
- Consolidation of siloed alerts and notifications from the variety of solutions you control into a single view residents to sign up for and manage.
- Localization of cross-department payments and forms in one place, including those from CivicPlus and third-party solutions, enhancing residents' convenience for increased payments and engagement.
- Multi-factor authentication options and optimized for security and accessibility.

Support Services

TECHNICAL SUPPORT

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available to assist with any questions or concerns regarding the technical functionality and usage of your new solution.

CivicPlus Technical Support hours typically span between 7 a.m. to 7 p.m. CST, but vary by product. You can access a Technical Support Team via a toll-free number as well as an online email support system for users to submit technical issues or questions. Our current initial response time is 4-hours for email tickets during normal hours. Further, emergency technical support for urgent requests is available 24/7 for designated, named points-of-contact for most products.

Award-Winning Support

CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. The Help Center also provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to engage your residents most effectively.

Proposal Disclaimer

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

CIVICPLUS

SeeClickFix 311 CRM

Request Package

Features & Functionality

SeeClickFix 311 CRM is a resident engagement and service request management platform that empowers local governments to streamline operations and foster community trust. Designed for local governments, SeeClickFix 311 CRM enables residents to report issues directly to the relevant departments, track progress, and receive real-time updates, while offering staff robust tools for efficient response and resolution management. The platform's powerful features, including mobile accessibility, duplicate request detection, and customizable reporting, make it easy for local governments to address community needs effectively, build stronger resident relationships, and improve operational efficiency.

Request & Work Order Management

IMPROVE STAFF EFFICIENCIES

- Easy-to-use mobile apps and website forms give residents a great experience allowing them to manage their request.
- Built-in duplicate detection saves you time and money.
- Geolocation detection from photos for increased location accuracy and ability to upload multiple photos.
- Automatic assignment workflows and due date escalation notification for quick documentation and resolution.
- Internal work orders created from service requests with related photos, locations, and details.
- Easily configure public and private settings for request categories and customizable questions.
- Easily log requests on behalf of residents with automatic updates sent.
- Support for marketing and rollout initiatives to ensure success at launch.
- Simple, clear report interfaces for quick access to data and core metrics.
- Recurring data exports tailored to your reporting requirements.
- Notification functionality for service request status.
- Mobile tools tailored to workers out in the field.
- Over 20 productized integrations and several API options.



CONSTITUENT PROFILES FOR RESIDENT MANAGEMENT

- View a resident's profile with their history of interactions.
- Automatic creation of a resident profile.
- Tag profiles for grouping together (business owners, neighborhood watch groups, e.g.).
- Add notes to keep unique information to better personalize interactions with each resident.

ACCESSIBILITY COMPLIANCE

We continuously work to improve best practices and adherence to WCAG, iOS, and Android accessibility guidelines.

INTEGRATION CAPABILITIES

Integrate your SeeClickFix 311 CRM solution with the software you rely on across departments and teams to create workflow-multiplying automation. Our software integrates with leading technologies in asset and works management, code enforcement, GIS, 311 CRM, waste management, and more. Connecting these systems ensures that siloed systems, manual processes, and data black holes never slow your ability to maintain the safe, clean, and efficient community your residents expect. More information on our integration capabilities can be found here: https://www.civicservice.civicplus.help/hc/en-us/articles/9936178716567-Integrations-Overview.

Current Integrations

- Accela Automation
- ArcGIS Online
- ArcGIS Workforce
- Bigbelly
- Brightly Asset Essentials
- CentralSquare Community Development (formerly TRAKiT)
- CentralSquare Enterprise Asset Management (formerly Lucity)
- Cityworks Asset Management Software (AMS)
- CivicPlus Community Development (CivicGov)
- Granicus SmartGov
- Hexagon EAM (HxGN, formerly Infor EAM)
- Infor Public Sector (IPS)
- Lagan (Verint CRM)
- Maximo
- Microsoft Dynamics
- Motorola PremierOne CSR
- OpenGov Enterprise Asset Management (formerly Cartegraph OMS)
- Oracle Service Cloud
- Tyler Technologies Enterprise Permitting & Licensing Software (EnerGov)
- Tyler Technologies Enterprise Asset Management (EAM)
- VUEWorks

Mobile App

Every organization utilizing the SeeClickFix 311 CRM for request management can deploy branding for the SeeClickFix container application, which geolocates the user and shows the relevant organization(s) for the resident's location. The SeeClickFix mobile application has thousands of reviews with high ratings in both the Google Play and Apple stores. We update our apps, including Android and iOS, when new features become available or serious bugs have been identified. As an optional add-on, CivicPlus also offers a Marketplace branded mobile application as an upgrade for the included SeeClickFix mobile app. This enables your organization to promote a specific mobile app in the stores instead of the container mobile application for all SeeClickFix 311 CRM customers. The CivicPlus Help Center outlines the differences.

- Geo-specific SeeClickFix app.
- Utilization of mobile buttons to display content like payment sites, phone numbers, social media, etc. This can enable you to have an organization-wide mobile app for residents to connect with all aspects of your organization.
- Your internal staff can access most functionality to include due dates, assignments, and internal and public commentary for mobile management of requests.
- Allow for geographic-specific notifications via push to the app, email, and/or your web portal.

Hosting & Security

The SeeClickFix 311 CRM's operational goal is 99.9% availability. All our systems are monitored continuously with automatic contact mechanisms and escalation to multiple members of our engineering team if a problem is detected. When problems occur, we use various methods to communicate status updates with partners.

Our services operate within the data center of AWS, which employ numerous techniques to ensure reliable uptimes for our equipment and network access. When outages occur in these facilities, we do depend on our vendor to provide timely updates and resolution.

We have designed our services with redundancy and recovery procedures in mind to mitigate single points of failure. This includes redundant systems, the ability to provision new instances if necessary, and regular data backups. Databases are replicated in real time to a secondary server and backed up at a different data center every four hours for disaster recovery purposes.

Our software and operational configurations are managed in a version control system, and in a worst-case scenario we are able to re-deploy our services from the database backups and version control repositories.

DDOS MITIGATION

We have rate limits and filters in place for our public endpoints to discard most forms of abusive traffic. In a more severe situation, we would be able to migrate our services to alternate IP addresses or employ a commercial DDoS mitigation service to respond to a persistent attack.

SYSTEM SECURITY

- Our server software is updated regularly to minimize exposure to security problems.
- We monitor various security announcement lists in order to respond quickly to any vulnerabilities.
- Systems are accessible to engineers only on an as-needed basis.
- Our software is revision controlled and can be used to recreate our systems as needed for scaling, repairs, or disaster recovery.
- Our systems have restricted visibility to the Internet via firewall mechanisms.
- We support SSL encryption on all our services, including integrations with remote systems.

DATA CENTERS

Our data center provides a variety of physical and system security practices. For more details on AWS security policies: aws.amazon.com/security

Implementation

Project Timeline

From project kickoff to announcing the launch of your SeeClickFix 311 CRM System, the implementation process averages 14 weeks. For projects that include specific integration to an approved third-party system, the timeline generally expands to 18-20 weeks. Your staff will work with a CivicPlus implementation consultant to establish a workable schedule once final scope has been determined and your project kicks off. This overview provides you with an outline of what to expect during each phase.

PHASE 1: INTRODUCTION & PLANNING **1 Week**	• Project Kickoff Call (In some cases, Request admin training will be completed during the kickoff call – this is based on Implementation Consultant's discretion) • Final project timeline developed
PHASE 2: ACCOUNT CONFIGURATION **8-12 Weeks**	• One-hour Request admin training (if not completed during initial kickoff call) • Customer configures account • Identify branding standards for mobile app • Optional Integrations: Customer will provide integration deliverables, and Implementation Consultant will assist in Integration Configuration
PHASE 3: USER TRAINING & TESTING **4-6 Weeks**	• One-hour Request user training • Optional Integrations: One-hour end to end integration testing call • User testing and revisions • Marketing call with Customer Success Manager
PHASE 4: LAUNCH **1 Week**	• Implementation Consultant assists in transfer to Production Account • Ongoing support for marketing launch with Customer Success Manager • Addition of web portal onto customer website

Approaching Your Project Implementation

Phase 1: Introduction & Planning

Implementation begins with a kickoff call that includes your core project team, system admins, and implementation consultant. We will review your organization's goals, establish a timeline for launching your SeeClickFix 311 CRM, determine which departments will use the solution, and field any questions you have. Based on the scope of your project, your Implementation Consultant may decide to also complete the Request Admin Training during the kickoff call.

After this call, your implementation consultant will develop a final project timeline based on scope, agreed milestones, and key deliverables.

Phase 2: Account Configuration

If your Request Admin training was not completed during your kickoff call, it will be completed at the beginning of the Account Configuration Phase.

You will configure your own account based on your needs and our best practices. Configuration will include setting up members, request types, automatic assignments, and notifications, escalation contacts, timeline response goals, preformatted response messages, custom emails, geographical areas for tracking and reporting, and mobile app buttons that link to webpages, call phone numbers, or display custom content.

Optional Integrations: You will provide Integration deliverables and configure your Integration with support from CivicPlus.

During the Account Configuration Phase, your Project Team will meet regularly with your Implementation Consultant, who will provide ongoing support.

Branding for App

The other key aspect of this phase is to identify the visual branding for the mobile app. If you are implementing a Marketplace app, your Implementation Consultant will provide a list of deliverables due during this phase.

Phase 3: User Training & Testing

Training

We will offer a one-hour Request User Training for all individuals who will use the system to manage requests. This training will cover the life cycle of a request from opening to closing, the full functionalities of the CRM, viewing requests on a list and map view, and generating reports.

Optional Integration: We will provide a one-hour end-to-end testing call for individuals who will be managing the Integration between systems. This will include a full test of a request integrated into the remote system, as well as a tour of available self-service integration features.

SeeClickFix 311 CRM offers up to three free monthly live tutorials for customers to attend online. We will review the topics you were previously trained on, and you can ask questions of our lead trainer. Many customers find these refresher tutorials extremely valuable as a review or even with training of new staff members.

Testing

After training, authorized members can begin testing the platform to better understand the features and capabilities of the system. This testing also allows the customer's admin team to make configuration changes needed prior to launch.

Marketing

We will host a specific call to discuss launch and public announcement planning. We can provide a variety of resources to assist in marketing.

- Setting official launch and announcement date
- Adding web portal and app links to your website
- Developing and executing marketing plan

Phase 4: Launch & Announcement

Your Implementation Consultant will provide assistance with moving all account settings over to your live Production account.

On your launch date, the customer will add the web portal to their website and begin executing their marketing plan. The Customer Success Manager will provide ongoing support.

Summary of Responsibilities



CivicPlus will provide the following:

- Initial creation of customer Sandbox and Production Accounts
- 30-minute Kickoff and Consulting Call
- Timeline Development
- 1-Hour Request Admin Training
- 1-Hour Request User Training
- Optional Integration: 1-Hour End-to-End Testing Call
- Ongoing recurring check-ins to provide consulting services during implementation
- Marketing meeting with Customer Success Manager
- Migration of settings from the Sandbox Account to Production Account for customer launch

Customer will be responsible for the following:

- Full configuration of account including request categories and workflows, member list, and more
- Delivering all Marketplace App Deliverables (including visuals for the app design) and providing CivicPlus full admin access to an active Apple Developer Account, if applicable
- Ensuring that the customer has API access with their integrated system and integration deliverables, if applicable
- Securing team availability for all meetings and trainings
- Full testing of account before launch
- Executing Marketing Plan

Optional Enhancements

Platform Identity Provider (IdP) Integration

More often, local government IT teams are looking to implement single sign-on (SSO) functionality to simplify user access to all web and cloud-based applications without requiring individual authentication. The CivicPlus' Platform IdP Integration capabilities provide local governments with the following conveniences:

- Faster and easier access to vital third-party solutions that integrate with your CivicPlus unified applications, such as CivicPlus' Municipal Websites, Recreation Management, and Agenda and Meeting Management Select
- Reduced password and account maintenance
- The ability to log into your CivicPlus software accounts from any device with an Active Directory username and password
- Auto-account generation
- Group syncing
- Customization of the design of your active directory login page

We offer integration with Microsoft's Entra ID (formerly Azure AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.

Conversations

OMNICHANNEL COMMUNICATION INBOX

Improve and Simplify Resident and Local Government Engagement

Today's local government communicators are faced with the challenge of managing and monitoring a fragmented and expanding number of resident communication channels.

With residents now using email, phone, text messaging, social media, chatbots, web forms, and traditional office drop-ins to ask questions, make requests, and share concerns, staff members are left struggling to respond to every inquiry and do it in a way that ensures the highest quality customer service experience.

We believe resident communication is a key part of a positive and frictionless civic experience for both residents and local government difference-makers. Conversations from the SeeClickFix 311 CRM is a omnichannel communication tool designed to improve and simplify resident and local government engagement. Inbound resident messages from email, text, in-person, and digital media channels are consolidated into a single interface for rapid outbound response. Resident communication histories are documented at the individual profile level to facilitate optimal service interactions. Flexible internal processes and tools can be configured to ensure better service and more efficient internal workflows.

Communication Aggregation

A single interface for all resident communications that allows you to intake and manage messages

Frictionless Interactions

Respond to each message with personalized comments to develop an engaging interaction with your residents

Flexible Internal Configurations

Organize and prioritize all communications and correspond internally with other members of your administration to ensure that the right information reaches the right person

Resident Records

Every inbound communication via email or SMS creates a resident record to track and manage all correspondence specific to each resident

Expedited Issue Resolution

Internal commenting functionality enables inter-departmental collaboration and supports accelerated issue resolution

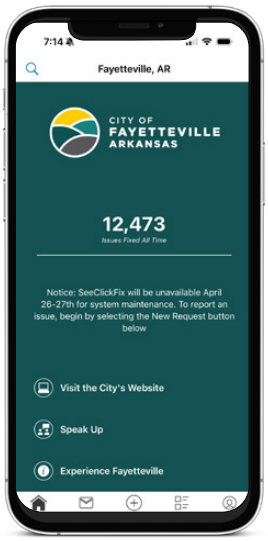
Tracking and Visibility

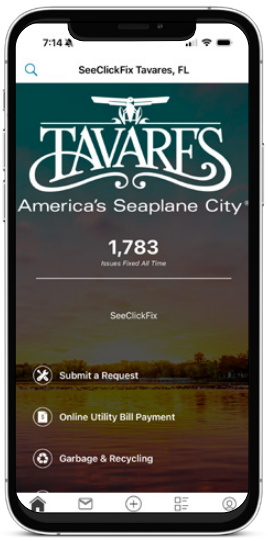
Track team member responsiveness, create KPIs, and monitor processes to hold teams accountable for providing high-quality resident service delivery

Marketplace Mobile App

The CivicPlus Marketplace App is more than a request management solution; it's a fully configurable mobile application that serves as a centralized digital hub for community engagement across all CivicPlus solutions. Offering residents convenient access to your agency's information and services, as well as native SeeClickFix 311 CRM functionality, the app enhances transparency, service accessibility, and community satisfaction by serving as a mobile gateway to essential services and civic resources.

Streamlined Civic Experience
Community members can easily report issues, access records, view meeting info, and respond to code enforcement—all from any mobile device. A centralized platform with chatbot, SMS, and email keeps the public informed and engaged.





Configurable for Brand Consistency
Agencies can customize branding, buttons, and links in real-time, using over 300 icons to match services and maintain a consistent, user-friendly experience.

Unified Platform for CivicPlus Solutions
Seamlessly integrates SeeClickFix 311 CRM with CivicPlus tools like Municipal Websites, Chatbot, Community Development, Recreation, Codification, and Mass Notifications.

Unified Platform for CivicPlus Solutions
The app seamlessly integrates SeeClickFix 311 CRM with CivicPlus tools—like Websites, Chatbot, Community Development, Recreation, Codification, and Notifications—using in-app links and single sign-on for a connected user experience.

Enhanced Visibility and Transparency
Residents can track service requests and get real-time updates on community events through dynamic content and notifications.

Flexible, All-in-One Functionality
From records requests to pet licenses and program registration, the app adapts to community needs—earning 4+ star ratings from users of all community sizes.

Multi-Jurisdictional Support
Geolocation and flexible branding let residents engage across neighboring agencies using SeeClickFix 311 CRM, expanding service reach and impact.

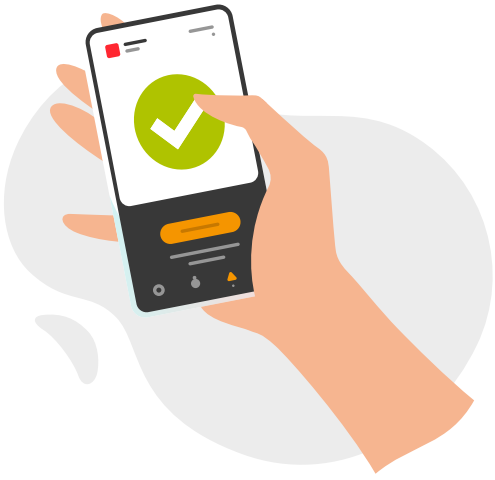
CivicPlus Chatbot

AI-POWERED CUSTOMER SERVICE TO DELIGHT YOUR RESIDENTS

You want to give your residents the highest quality, most responsive, and personalized customer service experiences. However, with less staff, fewer resources than ever before, and building pressure to enable contactless government, how can you continue to delight your community members? With smart customer service automation.

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI), to deliver exceptional customer experiences to people using your CivicPlus website.

Our Chatbot crawls your website and other linked databases to create a continually, automatically updated AI-powered knowledgebase. The result is less time spent on common, transactional inquiries and happier residents who know they can quickly and effortlessly receive what they need from their municipality.



Automated Customer Service

Chatbot simulates the quality service experiences your staff has with residents; saving you time from answering common questions by email, phone, and walk-in.

Answers from Multiple Sources

Chatbot crawls your website and other linked databases to create a continually updated AI-powered knowledgebase.

No Content Silos

Our smart Chatbot scans your content and routinely refines its responses for improved results.

Insightful Analytics

Use Chatbot's reports to identify content gaps on your website and add the information, tools, and resources that people are searching for most frequently.

An Experience Designed for the Public Sector

Unlike chatbots intended to facilitate retail sales, the CivicPlus Chatbot is designed to simulate government-resident interactions.

AGENDA ITEM NO. G.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 21, 2025
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approve City Manager spending authority in an amount not to exceed $600,000 for as-needed building services with M.T. Causley or Joe Payne Inc.
BACKGROUND:	The Commission executed the contract for RFP 20-001 with M.T. Causley on June 16, 2020, to provide five-years of Building Department services. The term of the contract is for a period of five years with two one-year optional renewals. The Commission approved the first one-year optional renewal on June 17, 2025. The Commission also executed the contract for RFP 20-001 with Joe Payne, Inc. on May 18, 2021, to provide five years of supplemental Building Department services. The term of the contract is for a period of five years with two one-year optional renewals. The Commission approved the fourth amendment to the agreement on June 17, 2025.
POLICY/PURPOSE:	Spending authority is required from the City Commision for services that exceed $25,000.
STRATEGIC PLAN RELEVANCE:	The requirement to provide Building Department services serves Goal 1 (Foster a vibrant business community) under the Financial and Economic Development Road Map, by ensuring development and redevelopment within the city is done to the correct standards.

ANALYSIS/DISCUSSION: M.T. Causley is the City's primary vendor who currently provides the required Building Department services, chiefly the role of the Building Official, inspection services and plans examination. The contract provides for Building Official Administration, Building Inspectors, Plan Examiners and the ability to provide other services such as permit technicians, code enforcement, and planners on an as needed basis.

FUNDING:

The funds for building services are reflected in the FY 2026 Building Fund (140-5241-34000) and is funded by building development revenue, including building inspection and plan review fees.

MOTION:

I move to approve the City Manager's spending authority in an amount not to exceed $600,000 for as-needed Building Department services with either vendor for the 2026 fiscal year.

ATTACHMENTS:

AGENDA ITEM NO. G.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 21, 2025

SUBMITTED BY: Gabriella Foster, Police

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Purchase and Upfitting of Two Police Vehicles

BACKGROUND:

It is necessary to occasionally replace police vehicles, as they deteriorate due to operational wear and tear.

POLICY/PURPOSE: To continue to provide critical 24/7 police services to the residents and visitors of Treasure Island with the most efficient equipment available.

STRATEGIC PLAN RELEVANCE: GOAL 7: Preserve the City's unique and high-quality neighborhoods.

ANALYSIS/DISCUSSION:

Since the implementation of the Treasure Island Police Department "take home car" program in 2023, each officer has been assigned a police vehicle. As all vehicles age, they are prone to more maintenance and mileage increases. Police vehicles are no exception and even decline at a quicker rate than the average vehicle, as they are used for routine operations on a 24/7 basis and on multiple terrains. Because of this, it is necessary to replace the oldest vehicles with new ones to provide the safest and most effective police services. For this fiscal year, we are replacing two current, older police vehicles with two new ones.

FUNDING: These funds have been allotted using the Penny for Pinellas Fund for FY26.

MOTION: The move to approve / deny the purchase and upfitting of two

new police vehicles for the FY26.

ATTACHMENTS:
FY26 Sunbelt Ford Quote.pdf
FY26 Lightning Wireless Solutions Quote #22870.pdf
FY26 Lightning Wireless Solutions Quote #22886.pdf
FY26 Motorola Quote #3133375.pdf

Sunbelt Ford Cordele, GA

P.O. Box 838
Cordele, GA 31010
www.sunbeltfordcordele.com
(229) 276-0607 • Fax (229) 276-1654
TOLL FREE 800-338-2899

GOVERNMENT FLEET QUOTE
TREASURE ISLAND FL.

VEHICLE DESCRIPTION: YEAR 2026 MAKE FORD SERIES NAME INTERCEPTOR BODY TYPE SUV

BODY COLOR BLACK

3.3L TI-VCT V6 ENGINE
10-SPEED AUTO TRANSMISSION
18" H.D.STEEL WHEELS
255/60R18 A/S BSW POLICE TIRES
CLASS III HITCH RECEIVER
DUAL EXHAUST SYSTEM
DUAL POWER MIRRORS
FULL SIZE 18" SPARE W/TPMS
HEADLAMPS - AUTO, LED LOW/HIGH INCLUDES FRONT HOUSING (W/ LED WIG-WAG)
KEY LOCKS (DR/PASS/LFTGT)
PRIVACY GLASS 2ND/3RD ROW
35/30/35 SPLIT VINYL REAR
A/C W/AUTOMATIC CLIMATE CONTROL, DUAL ZONE
BLACK VINYL FLOOR COVERING
CLOTH BUCKET FRONT SEATS
CONSOLE MOUNTING PLATE
ENGINE HOUR / IDLE METER
HTD SANITIZATION SOLUTION
RED/WHITE TASK LIGHTING
PWR DR/PASS SEAT W/LUMBAR
SEATBACK INTRUSION PLATES
TILT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES
P3/BLUETOOTH & USB
COLUMN MOUNTED SHIFTER
ENGINE OIL COOLER
FULL-TIME ALL WHEEL DRIVE SYSTEM
HEAVY DUTY SUSPENSION
HEAVY-DUTY 80-AMP BATTERY
INTERIOR TRUNK/LIFTGATE RELEASE
POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL
POWER STEERING W/EPAS
REAR VIEW CAMERA
TRANSMISSION OIL COOLER
TRANSMISSION-10-SPEED AUTO
FRONT LICENSE PLATE BRACKET
CLASS E 6001-7000 LBS.
P255/60R18 A/S BSW TIRES
AUX CLIMATE CONTROL
CARGO DOME LAMP -RED/WHITE
POWER DOOR LOCKS
H8 AGM BATTERY
COURTESY LAMP DISABLE
POLICE ENGINE IDLE FEATURE
CLASS IV TRAILER TOW PACKAGE
AUTO START-STOP REMOVAL
POWER MIRROR/BLIND SPOT/HEATED
KEYLESS ENTRY - 4 FOBS
TRI-ZONE ELEC TEMP CONTROL
WIRING GRILL/LAMP/SIREN/SPKRS
CONFIG AUDIO CTRLS LESS VOICE
18" BLACK-PAINTED STEEL WHEEL
WHEEL HUB CAPS
PERIMETER ALERT
FRONT HEADLMP HOUSING ONLY PKG
REAR TAILLAMP HOUSING
8-WAY POWER PASSENGER SEAT
CLOTH BUCKETS/VINYL REAR SEATS

Price of vehicle: $44,900.00
x2 units

Delivery Fee: $550.00 ea.

Taxes: N/A

TOTAL= $90,900.00

Quote Prepared By:

Jamey Reed / Government Fleet Manager

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SUNBELT FORD OF CORDELE LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2511 16 AVE E

Requester's name and address (optional)

6 City, state, and ZIP code
CORDELE GA 31015

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	8	–	2	1	4	3	7	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ Julie Allen | **Date** ▶ 8-12-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

LIGHTNING FLEET SOLUTIONS

A Division of Lightning Wireless Solutions, Inc.

Fort Myers
Corp. Headquarters
5500 Division Drive
Fort Myers, FL 33905
(239) 481-8700
MV98303

Sarasota
Branch Location
6244 Clark Center Ave., Unit 1
Sarasota, FL 34238
(941) 413-5130
MV98584

Name / Address

Treasure Island Police
Attn: Accounts Payable
180 108 Ave
Treasure Island, FL 33706

Date	Quote
5/15/2025	22870

Description	Qty	Rate	Total
1-2025 Ford PIU (Patrol) ***Priced Per Vehicle***			
Whelen Legacy Core Pkg:**Includes** (1) EB2EEEE Legacy® DUO™,WeCanX™ Series Lightbar (48"), (1) MKAJ105 (Mtg Bkt), (1) C399 Cencom Core WeCanX Controller, (1) CCTL7 (WeCanX Control head), (1) C399SP (OBD II Canport Kit), or (1) C399SP Scanport kit for C399 (1) CLBV2V (Veh to Veh Sync) (1) SA315P (speaker) or (1) SA315U Speaker BLK Plastic (1) SAK1 (speaker bracket)	1	3,230.00	3,230.00
Whelen SA315P, Speaker, Black Plastic, 100Watt, includes 1 mounting Bracket	1	196.00	196.00
Whelen SAK1 Universal Siren Speaker Mount	1	0.00	0.00
Whelen CEM16, WeCanX™ Expansion Module, 16 Output, 4 Input	2	178.00	356.00
Whelen I2E ION™ DUO™ Series Linear-LED® Universal Light Blue / White	2	121.00	242.00
Whelen LSVBKT50, Ford Police Interceptor Utility 2020, Under-the-Side View Mirror Mount for Two LINSV2™ Series Sold Separately, Pair	1	25.00	25.00
Whelen LINSV2B, V-Series™, Combination 180° Warning and Puddle Light with Scan-Lock™ Flash Patterns for Under Surface Mounting, Blue	2	195.00	390.00
Whelen TCRWX6, 6 Lamp Housing and TCRL* DUO™ Lightheads. "L" Bracket Mounting (7 Required) or Vehicle Specific Mounting Purchased Separately.	2	749.50	1,499.00
Whelen TCRB50, 2020 Ford Police Interceptor Utility Running Board Mounting Kit, for 5 or 6 Lamp Tracer™, Each	2	0.00	0.00
Whelen PSE02FCR Strip-Lite™ Plus Surface Mount Super-LED® DUO™, Blue/White	2	107.50	215.00
Whelen PSBKT90 90° Mounting Bracket for 1 Strip-Lite Plus	2	22.50	45.00
Whelen OEWD50 Outer Edge® Rear Facing, Six Lamp, Two Piece, For Ford Police Interceptor 2020, Requires Six DUO™ OEI2* Lightheads	1	742.00	742.00
Whelen TLMI2E Mini ION™ T-Series™ Linear Super-LED® DUO Blue/White	2	96.50	193.00
Whelen TLI2E ION™ T-Series™ Linear Super-LED® DUO Blue / White (2) Side Front Push Bumper (2) Rear Hatch	4	98.00	392.00
Whelen VTX9E, Vertex Super LED Duo, Blue/ White - Front Corners and Rear Corners	4	67.00	268.00
Whelen VTXADAPT, Vertex Twist-In Adapter Kit	2	10.50	21.00
Whelen ARGES2, NEW ProFocus™, Select from Spot/Flood Combination Light or Flood Light from the Control Head (Control Head and Mounting Bkt sold Separately)	1	628.00	628.00
Whelen ARGCH1, Control Head for Arges™, Bail Bracket..	1	248.00	248.00

To accept this quote please sign below or attach a PO and return to our office.
Please send to Orders@lwsinc.net
Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal	
Sales Tax (0.0%)	
Total	

Signature

LIGHTNING FLEET SOLUTIONS

A Division of Lightning Wireless Solutions, Inc.

Fort Myers
Corp. Headquarters
5500 Division Drive
Fort Myers, FL 33905
(239) 481-8700
MV98303

Sarasota
Branch Location
6244 Clark Center Ave., Unit 1
Sarasota, FL 34238
(941) 413-5130
MV98584

Name / Address

Treasure Island Police
Attn: Accounts Payable
180 108 Ave
Treasure Island, FL 33706

Date	Quote
5/15/2025	22870

Description	Qty	Rate	Total
Whelen ARG50D, Ford Police Interceptor Utility, 2020, Driver Side Fender Mounting..	1	82.00	82.00
Whelen 60CREGCS, Interior Light, 6" Round, 12 Diode Interior Light, Split Red/White, Includes Switches	1	133.00	133.00
Troy CC-20-UV10-L8, PI Utility Consoles, 2020 PI Utility 18" Sloped console, 10" slope, 8" level **Please also include the AC-UV20-HC**	1	442.00	442.00
Troy FP-VX2200 2" FACEPLATE VERTEX STANDARD VX-2200 RADIO	1	0.00	0.00
Troy FP-MXTL5000 Faceplate, 3" plate for Motorola XTL 5000 / APX6500 one-piece radio	1	0.00	0.00
Troy FP-WCENCOM-JD, 4" faceplate for a Whelen CenCom Sapphire control head.	1	0.00	0.00
Troy FP-USB-2DC, 2" faceplate with two (2) DC outlets and one (1) dual-port USB outlet.	1	67.00	67.00
Troy AC-INBHG Internal Dual Cup Beverage Holder 4"	1	47.00	47.00
Troy FP-SGTRAY Low-Profile Tray 4" (for sunglasses, cell phone, loose change, etc.)	1	37.00	37.00
Troy AC-PENPRTR-58-CC, height adjustable arm rest with AC-ARM-PEDXL-9 for 5x8 sideways facing pad. Bolts to rear of console...	1	364.00	364.00
Troy CM-SDMT-SL-LED, side-mount computer mount, bolt so to side of console. Includes TROY'S unique slide-arm feature. Accommodates a Gamber docking station (not included).	1	435.00	435.00
Troy TP-E-SL10-US-SS, Partition Fits PI Utility, Civilian Explorer, PI Taurus, Charger, Impala, Recessed Panel; Sliding window; Diamond-hole punched crawl-thru prevention bracket	1	780.00	780.00
Troy SAB-FDUV-BB, Big-Boy Partition Mounting Kit, "big-boy" side-curtain airbag compatible, no-holes-drilled mounting kit designed to allow extra lean-back of front seats. (Ford PIUV 2013-2017)	1	0.00	0.00
Troy KP-UV20-DAP-SS, kick panels with big-foot pockets. (Ford PIUV 2020+)	1	170.00	170.00
Troy AC-20-UV-SET, 2020 PI Utility driver/passenger side set of diamond-punched window screens	1	190.00	190.00
Troy PS-20-UVFX-OS-R, 2020 PI Utility, Plastic seat with OS belts, rear partition (square-hole), with fire compartment	1	1,695.00	1,695.00
Troy AC-20-UV-HATCH, Rear Hatch Window Guard square grid pattern. Ford PIUV 2020-2021	1	130.00	130.00
Troy 0-PLS-TP-20-FDUV-RL, Bolt-on polycarbonate panel for TP-20-FDUV-R PI Utility partition	1	145.00	145.00
Troy CP-UV20-MNT-EB, 2020 PI Utility cargo elevated box mount. Can bolt box(es) to top	1	265.00	265.00
Troy AC-EB-SL-TRAY Electronics tray with two (2) handles, 20" ball-bearing lock-out slides	1	285.00	285.00
Troy AC-EB-TRAY-FENCE Optional electronics tray fence with square vent hole pattern	1	45.00	45.00
Troy CP-GB44248-T3 Weapons box with drawer, two (2) draw-latch lockable handles (44"Wx 24"D x 8"H) with 3" lip	1	1,215.00	1,215.00
Troy GM-SGL-MNT Theft-deterrent single weapon mount.	1	185.00	185.00
Troy GM-B-SC1-BKT, Weapon Lock Mounting Bracket for shotgun lock (Santa Cruz, Overland, Big Sky)	1	75.00	75.00
Troy GL-SC6 New handcuff style lock with standard #2 key and push-button override.	1	185.00	185.00
Westin 36-2125 Push Bumper Elite, 2020 PI Utility	1	375.00	375.00

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Subtotal	
Sales Tax (0.0%)	
Total	

Signature

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Name / Address

Treasure Island Police
Attn: Accounts Payable
180 108 Ave
Treasure Island, FL 33706

Date	Quote
5/15/2025	22870

Description	Qty	Rate	Total
Westin 36-6005W2, 2 Light Channel Kit For Whelen ION series	1	34.00	34.00
Westin 36-2125WC Elite Upright Wire Cover, 2020 PI Utility	2	34.50	69.00
NF00 Laird TRAB7643 Antenna Phantom 700-800 Mhz, 3DB Gain (Black)	1	50.00	50.00
IF01 NMOKUD Antenna Mobile Mount and Cable, Roof NMO 3/4 ' mount, LMR195/RG58, No Connector	1	33.00	33.00
ID25 RFU-600-1 Connector RG58/U Mini-UHF Male, Body+Pin Crimp	1	4.00	4.00
NF00 Antenna Mobile Mount Brass Ring, NMO 3/4 ' mount	1	19.00	19.00
Shipping Pass Through	1	950.00	950.00
Vehicle Graphics Treasure Island Design (Reflective Police)	1	1,000.00	1,000.00
Vehicle Tinting 2 Front Windows Legal With Visor Strip	1	180.00	180.00
Labor - Vehicle Equipment Installation @ Sarasota Shop	40	90.00	3,600.00
LWS Custom Wiring Harness, Includes Fuse Blocks and Circuit Breaker	1	300.00	300.00
T000 Miscellaneous Installation Hardware (including wire, connectors,wire ties, tape, etc.)	1	200.00	200.00
Install Customer Supplied Radio's And Radar Unit			
*** Contract Pricing City of Cape Coral, Florida Contract # CON-PW18-10MM ***		0.00	0.00

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Please send to Orders@lwsinc.net
Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal	$22,476.00
Sales Tax (0.0%)	$0.00
Total	$22,476.00

Signature _____

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Treasure Island Police
Attn: Accounts Payable
180 108 Ave
Treasure Island, FL 33706

Date	Quote
5/20/2025	22886

Description	Qty	Rate	Total
1-2025 Ford PIU (Admin) ***Priced Per Vehicle***			
Whelen IE Core Pkg:*** (1) BSFW508 Inner Edge RST 8 Light (1) BS508 (8 Lamp Inner Edge® RST™ DUO™,WeCanX™ Series) (1) C399 Cencom Core WeCanX Controller (1) CCTL5 (WeCanX Control head) (1) C399SP(OBD II cable) or (1) C399SP Scanport kit for C399 (1) CV2V (Vehicle to Vehicle sync) (2) SA315P (Speaker) or or (1) SA315U Speaker BLK Plastic (2) SAK#75D & SAK 75#P (speaker bracket) (1) CEXAMP WeCanX (amplifier) (2) CEM16 (expansion mod.) (1) CHWLFE29	1	3,800.00	3,800.00
Whelen CANLITEB,CANTROL LIGHT SENSOR BLACK	1	60.00	60.00
Whelen TIONBKT5, 2020 Ford Interceptor Utility Grille Array, for 6 TLI Lightheads Purchased Separately	1	137.00	137.00
Whelen TCRWX6, 6 Lamp Housing and TCRL*DUO™ Lightheads. "L" Bracket Mounting (7 Required) or Vehicle Specific Mounting Purchased Separately. DUO™ available for additonal charge (per Lighthead) BLUE/WHITE	2	749.00	1,498.00
Whelen TCRB50, 2020 Ford Police Interceptor Utility Running Board Mounting Kit, for 5 or 6 Lamp Tracer™, Each	2	0.00	0.00
Whelen PSE02FCR Strip-Lite™ Plus Surface Mount Super-LED® DUO™, Blue/White-Quarter Windows	2	107.50	215.00
Whelen PSBKT90 90° Mounting Bracket for 1 Strip-Lite Plus	2	22.50	45.00
Whelen TLMI2E Mini ION™ T-Series™ Linear Super-LED® DUO Blue/White(2) Lower Front Bumper Intersection Mode (2) Rear Hatch Facing Out When Hatch Is Open	4	96.50	386.00
Whelen TLI2E ION™ T-Series™ Linear Super-LED® DUO Blue / White (6) Front Grille (2) Rear Hatch	8	97.875	783.00
Whelen VTX9E, Vertex Super LED Duo, Blue/ White - Front Corners and Rear Corners	4	67.50	270.00
Whelen VTXADAPT, Vertex Twist-In Adapter Kit	2	10.50	21.00
Whelen 60CREGCS, Interior Light, 6" Round, 12 Diode Interior Light, Split Red/White, Includes Switches	1	133.00	133.00
Troy CC-20-UV10-L8, PI Utility Consoles, 2020 PI Utility 18" Sloped console, 10" slope, 8" level **Please also include the AC-UV20-HC**	1	422.00	422.00
Troy FP-MXTL5000 Faceplate, 3" plate for Motorola XTL 5000 / APX6500 one-piece radio	1	0.00	0.00
Troy FP-WCENCOM-JD, 4" faceplate for a Whelen CenCom Sapphire control head.	1	0.00	0.00
Troy FP-USB-2DC, 2" faceplate with two (2) DC outlets and one (1) dual-port USB outlet.	1	62.00	62.00

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Please send to Orders@lwsinc.net
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Subtotal	
Sales Tax (0.0%)	
Total	

Signature

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Treasure Island, FL 33706

Date	Quote
5/20/2025	22886

Description	Qty	Rate	Total
Troy AC-INBHG Internal Dual Cup Beverage Holder 4"	1	45.00	45.00
Troy FP-SGTRAY Low-Profile Tray 4" (for sunglasses, cell phone, loose change, etc.)	1	35.00	35.00
Troy AC-PENPRTR-CC, To Include AC-ARM-PEDXL-90	1	347.00	347.00
Troy CM-SDMT-SL-LED, side-mount computer mount, bolt so to side of console. Includes TROY'S unique slide-arm feature. Accommodates a Gamber docking station (not included).	1	413.00	413.00
Troy CP-UV20-MNT-EB, 2020 PI Utility cargo elevated box mount. Can bolt box(es) to top	1	250.00	250.00
Troy AC-EB-SL-TRAY Electronics tray with two (2) handles, 20" ball-bearing lock-out slides	1	270.00	270.00
Troy AC-EB-TRAY-FENCE Optional electronics tray fence with square vent hole pattern	1	43.00	43.00
Troy CP-GB44248-T3 Weapons box with drawer, two (2) draw-latch lockable handles (44"Wx 24"D x 8"H) with 3" lip	1	1,160.00	1,160.00
NF00 Laird TRAB7643 Antenna Phantom 700-800 Mhz, 3DB Gain (Black)	1	42.00	42.00
IF01 NMOKUD Antenna Mobile Mount and Cable, Roof NMO 3/4 ' mount, LMR195/RG58, No Connector	1	28.00	28.00
ID25 RFU-600-1 Connector RG58/U Mini-UHF Male, Body+Pin Crimp	1	16.00	16.00
NF00 Antenna Mobile Mount Brass Ring, NMO 3/4 ' mount	1	19.00	19.00
Shipping Pass Through	1	750.00	750.00
Labor - Vehicle Equipment Installation @ Sarasota Shop	40	90.00	3,600.00
LWS Custom Wiring Harness, Includes Fuse Blocks and Circuit Breaker	1	300.00	300.00
T000 Miscellaneous Installation Hardware (including wire, connectors,wire ties, tape, etc.)	1	150.00	150.00
Install Customer Supplied Radio's And Radar Unit			
*** Contract Pricing City of Cape Coral, Florida Contract # CON-PW18-10MM ***		0.00	0.00

To accept this quote please sign below or attach a PO and return to our office.
Please send to Orders@lwsinc.net
Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal	$15,300.00
Sales Tax (0.0%)	$0.00
Total	$15,300.00

Signature _____

MOTOROLA SOLUTIONS

QUOTE-3133375
qty 2 6500 mobiles with programming, no install

Billing Address:
TREASURE ISLAND POLICE DEPT
10451 GULF BLVD.
TREASURE ISLAND, FL 33706
US

Shipping Address:
CITY OF TREASURE ISLAND
POLICE DEPARTMENT
10451 GULF BLVD
TREASURE ISLAND, FL 33706
US

Quote Date:05/19/2025
Expiration Date:06/27/2025
Quote Created By:
Karen DiMarco
kdimarco@emciwireless.com

End Customer:
TREASURE ISLAND POLICE DEPT
Dan Savarese
DSavarese@mytreasureisland.org
727-471-7172

Contract: 19860 - NASPO
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	2	$3,518.00	27.0%	$2,568.14	$5,136.28
1a	GA09008AA	ADD: GROUP SERVICES	2	$165.00	27.0%	$120.45	$240.90
1b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	2	$0.00	0.0%	$0.00	$0.00
1c	G831AD	ADD: SPKR 15W WATER RESISTANT	2	$66.00	27.0%	$48.18	$96.36
1d	G51AU	ENH: SMARTZONE OPERATION APX6500	2	$1,320.00	27.0%	$963.60	$1,927.20
1e	G78AT	ENH: 3 YEAR ESSENTIAL SVC	2	$288.00	0.0%	$288.00	$576.00
1f	GA09001AA	ADD: WI-FI CAPABILITY	2	$330.00	27.0%	$240.90	$481.80
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	$0.00	0.0%	$0.00	$0.00
1h	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	2	$15.00	27.0%	$10.95	$21.90
1i	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2	$567.00	27.0%	$413.91	$827.82
1j	GA01767AG	ADD: RADIO AUTHENTICATION	2	$110.00	27.0%	$80.30	$160.60
1k	GA01670AA	ADD: APX E5 CONTROL HEAD	2	$717.00	27.0%	$523.41	$1,046.82
1l	W22BA	ADD: STD PALM MICROPHONE APX	2	$79.00	27.0%	$57.67	$115.34

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1m	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2	$0.00	0.0%	$0.00	$0.00
1n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2	$330.00	27.0%	$240.90	$481.80
1o	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	2	$0.00	0.0%	$0.00	$0.00
1p	G996AS	ENH: OVER THE AIR PROVISIONING	2	$110.00	27.0%	$80.30	$160.60
1q	G67DT	ADD: REMOTE MOUNT E5 APXM	2	$327.00	27.0%	$238.71	$477.42
1r	QA09113AB	ADD: BASELINE RELEASE SW	2	$0.00	0.0%	$0.00	$0.00
	Product Services						
2	LSV00Q00202A	DEVICE PROGRAMMING	2	$85.00	0.0%	$85.00	$170.00
	APX™ Radio Management	RADIO MANAGEMENT					
3	T7914A	RADIO MANAGEMENT ONLINE	1	$0.00	0.0%	$0.00	$0.00
3a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	2	$110.00	27.0%	$80.30	$160.60
	Product Services						
4	LSV00Q00202A	DEVICE PROGRAMMING	2	$85.00	0.0%	$85.00	$170.00

Grand Total $12,251.44(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

AGENDA ITEM NO. G.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 21, 2025
SUBMITTED BY:	Bobbie Shay Lee, Community Development
ITEM TYPE:	Request to Commission
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Forward Pinellas Local Agency Grants Program
BACKGROUND:	Transportation Impact Study will be necessary as we move forward developing the PRMU-Core downtown and surrounding areas. If awarded this grant opportunity is expected to fully fund the study. We will set our budget based on the award.
POLICY/PURPOSE:	The City is requesting **$150,000** to fund a **Transportation Impact Study**. No cash match is required; in-kind staff time will cover procurement, oversight, reporting, and grant management.
STRATEGIC PLAN RELEVANCE:	Rebuild Restore Redevelop/ Goal 2: Identify and resolve barriers to redevelopment to create a win-win growth environment for residents, businesses, tourism and government. Community Goal 1: Create a vibrant, active, walkable, engaging, and thriving community that welcomes locals, families, visitors and tourists. Community Goal 3: Increase the non-residential tax base by redeveloping the downtown district, John's Pass South, and other commercial areas.
ANALYSIS/DISCUSSION:	Forward Pinellas is accepting applications from local government or regional partners operating in Pinellas County for the Local Agency Grants Program. This program provides direct funding for local transportation projects that demonstrate a strong link to redevelopment, economic opportunity, and

	better accessibility for all roadway users. Up to $150,000 is available for transportation planning and technical assistance projects and up to $3,000,000 is available for transportation construction and capital projects.
FUNDING:	None- no cash match required
MOTION:	Move to approve staff to move forward on the application for the Forward Pinellas Local Agency Grants Program

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ATTACHMENTS:

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 21, 2025
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Reading of Ordinance 2025-17 Amending the Land Development Regulations to allow for Alternative Temporary Lodging Units, in alignment with the City of Treasure Island Comprehensive Plan and Countywide Plan.
BACKGROUND:	This is a private-initiated application amending the Land Development regulations to allow for Alternative Temporary Lodging Density and Intensity Standards.
POLICY/PURPOSE:	To amend the Land Development Regulations in accordance with Florida Statutes and the City of Treasure Island Code.
STRATEGIC PLAN RELEVANCE:	Goal 1. Foster a vibrant business community. Objective 2: Implement the Economic Development Vision Bold Action 1: Perform a review of local ordinances and Land Development Regulations Bold Action 2: Update the City's Comprehensive Plan, local ordinances and Land Development Regulations
ANALYSIS/DISCUSSION:	The first reading of Ordinance 2025-17 was originally held on September 2, 2025, and was approved for a second reading. Following that meeting the City Commission held a workshop on October 7, 2025, and requested to remove the RFM-30 zoning district from the application. The application has been revised accordingly and is being submitted for another first reading. The Countywide Plan Rules provide for certain increased

alternative temporary lodging densities as an economic development incentive tool. The proposed change to Land Development Regulations would apply to development within the Resort Facilities High (RFH-50) zoning district and would require a development agreement that controls the use of this incentive.

The Land Development Regulations currently allow an FAR of 1.2 and 50 units per acre in the RFH-50. Hotel/motels using the proposed Alternative Temporary Lodging Density and Intensity Standards could be allowed to utilize greater density and intensity as shown in the table below with an approved development agreement.

The applicant is also requesting to increase the allowable height in the RFH-50 for projects requesting Alternative Temporary Lodging as shown in the attached Ordinance (Section 68-431, Schedule of Lot and Bulk Regulations).

FUNDING: N/A

MOTION: I move to approve Ordinance 2025-17 and move it to a second and final reading.

ATTACHMENTS:
Amended Proposed Text Amendment Ordinance 10082025 (003).docx
Signed application.pdf
Thunderbird Affidavit to Authorize Agent.pdf
LPA Resolution 2025-11.pdf
Business Impact Ordinance 2025-16.docx
Staff Report - V2.pdf
TI CD25-02 Consistency Letter.pdf

ORDINANCE 2025-17

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES TO PROVIDE FOR ALTERNATIVE TEMPORARY LODGING DENISTY AND INTENSITY STANDARDS, BY AMENDING SECTION 68-2 "DEFINITIONS"; AMENDING SECTION 68-304 "PROPERTY DEVELOPMENT ZONING REGULATIONS" TO INCLUDE ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS FOR THE RFH-50 ZONING DISTRICT; AMENDING SECTION 68-431 "SCHEDULE OF LOT AND BUILK REGLATIONS"; AMENDING SECTION 68-496 TO PROVIDE PROCEDURES AND REQUIREMENTS FOR DEVELOPMENT AGREEMENTS UTILIZING ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 68 of the City Code of Ordinances ("Code"), entitled "Zoning Regulations," regulates land development pursuant to Chapter 163, F.S. related to growth policy and municipal planning; and

WHEREAS, many properties within the RFH-50 zoning district suffered catastrophic damage during Hurricanes Helene and Milton in 2024, and are now faced with rebuilding; and

WHEREAS, the Countywide Plan Rules include optional Alternative Temporary Lodging Density and Intensity Standards which local governments may utilize in lieu of the standard temporary lodging densities or intensities subject to certain requirements; and

WHEREAS, the City Commission wishes to amend Chapter 68 "Zoning Regulations" to provide alternative temporary lodging density and intensity standards for properties located in the RFH-50 zoning district; and

WHEREAS, this ordinance is a revision to the land development regulations initiated by an application by a private party and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, the Local Planning Agency met on August 21, 2025, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. That section 68-2 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to insert definitions for "Alternative Temporary lodging unit" and "Alternative Temporary lodging use", and amend the definitions of "hotel or motel" and "Hotel or motel unit" as follows:

Sec. 68-2. Definitions.

…

Alternative Temporary lodging unit means an individual room, rooms or suite within a temporary lodging use designed to be occupied as a single unit of temporary occupancy. (Includes hotel/motel units)

Alternative Temporary lodging use means a facility, building or structure containing one or more temporary lodging units, used for lodging, boarding, or temporary residential occupancy by one or more individuals possessing a leasehold term of less than three months and offered to the public at large for compensation at a daily, weekly, or seasonal rate. In determining whether a property is used as a temporary lodging use, such determination shall be made without regard to the form of ownership of the property or unit, or whether the occupant has a direct or indirect ownership of the property or unit; and without regard to whether the right of occupancy arises from a rental agreement, other agreement, or the payment of consideration. (Includes hotel/motel units)

…

Hotel or motel means a building or buildings, collectively, "facility," containing individual guest rooms, units or efficiencies for which daily, weekly or monthly lodging is provided as transient accommodations. (Also know as Alternative temporary lodging)

Hotel or motel unit means a room or group of rooms within a hotel or motel, as defined, with individual sleeping facilities having one entrance door. (Also known as Alternative temporary lodging)

…

SECTION 3. That section 68-304 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-304. Property development zoning regulations.

(a) *Generally.* Property development zoning regulations as expressed through lot and bulk requirements are as indicated within section 68-431. Yard requirements, setbacks, height regulations, impervious surface requirements, parking and other lot and zoning regulations are contained in separate sections of this chapter.

(1) The maximum impervious surface ratio (ISR) shall be 0.95. The maximum floor area ratio (FAR) shall be 1.2 for all allowable uses, except for Hotel/Motel utilizing the Alternative Temporary Lodging Density and Intensity Standards shall be permitted Intensity per Sub-section (3) below. Residential dwellings shall be exempt from the FAR and ISR requirements.

(2) Hotel/motel uses shall not exceed a density of 50 units per acre. Tourist dwellings, as defined in section 68-2, and residential dwellings of all types shall be limited to a maximum density of 15 units per acre. Hotel/motel "residence" suites, which may have full kitchens, shall not be considered tourist dwellings for the purpose of this regulation.

(3) Hotel/motel utilizing Alternative Temporary Lodging Density and Intensity Standards, as defined in Section 68-2, shall be permitted at a greater density and intensity than 50 units per acre and 1.2 FAR. A Development Agreement is required per section 68-496 (4) to permit alternative density and intensity as follows:

Alternative Temporary Lodging Density and Intensity Standards				
Plan Category	Temporary Lodging On Property That Is	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
Resort Facilities High (RFH-50)	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95
	Greater Than Three Acres	125	4.0	0.95

(b) *Other standards.* Public/semi-public and/or ancillary nonresidential use shall not exceed a maximum area of three acres. Any such use, alone or when added to existing contiguous like uses, which exceed this threshold shall require a future land use map amendment and be rezoned to include such use and all contiguous like uses.

SECTION 4. That section 68-431 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-431. Schedule of lot and bulk regulations.

The restrictions and controls intended to regulate the property development characteristics of each zoning district are set forth in the following schedule of lot and bulk regulations supplemented by other sections of this chapter:

Zoning District/Land Use	Minimum Lot Width (Feet)	Minimum Lot Depth (Feet)	Minimum Lot Area (Square Feet)	Maximum Density Dwelling Units (Per Acre)	Maximum Building Height (Above BFE +2 feet of freeboard + Terrain Height Modification Adjustment Factor)	Floor Area Ratio (%)
RFH-50/Resort Facilities High						
Dwelling, Residential and Dwelling, Tourist						
Single-family	40	90	4,500	9	35	—
Two-family	50	90	6,000	11	35	—
Multiple-family	70	90	9,000	15 (5 living levels max.)	60	—
Hotel/Motel	70	90	9,000	50 (5 living levels max.)	60	120
Hotel/Motel Alternative Temporary Lodging	70	90	9,000	See Section 68-304 (a) (3)	80	See Section 68-304 (a) (3)
Public Administration Facilities	90	90	10,000	—	45	120
Commercial Use	70	90	9,000	—	45	120
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—RFH-50:	Multifamily residential: 70% Nonresidential uses: 95%					

SECTION 5. That section 68-496 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-496. Development agreements.

Pursuant to the authority granted the city by F.S. §§ 163.3220—163.3243, as amended (known as the Florida Local Government Development Agreement Act, hereinafter the "Act") the city may enter into a development agreement with any person(s) having a legal or equitable interest in real property located within the city. All fees imposed pursuant to this section, shall be set by the city commission in appendix A.

A development agreement shall mean a written agreement between the city and a property owner(s) that identifies fees, dedications, exactions or other public improvements or construction controls that will be provided by the developer, and the land development regulations that will be applied by the city during the term of the agreement.

(1) A development agreement may be entered into when one or more of the following exist:

a. Where the development is proposed to be constructed with commitments to substantial public improvements being required in the development process.

b. Where commitments to public improvements beyond those ordinarily required of similar development are desirable by reason of location, topography, or other characteristics of the property.

c. Where it is desirable to provide incentives to coordinate developments with a specific plan.

d. Where hotel/motel utilizes temporary lodging density and intensity greater than 50 units per acre and 1.20 floor area ratio (FAR) per Section 68-304 (a)(3).

(2) Procedures and requirements for entering into a development agreement:

a. Proposal for a development agreement may be made by any interested party at any time prior to the completion of approvals for development of the project. Such proposal shall be formulated with the applicant and the city manager.

b. A proposed development agreement shall be adopted, amended, or revoked by following the procedures of the Act. At a minimum, the local planning agency and the city commission shall each hold a public hearing following the notification procedures set forth in the Act and section 70-12.

c. Development agreements shall be adopted by ordinance and may be amended by ordinance with the mutual consent of the parties to the agreement or by their successors in interest.

d. No development agreement shall be effective or be implemented by the city unless the city's comprehensive plan and plan amendments implementing or related to the agreement are in compliance with F.S. § 163.3184.

(3) A development agreement shall include the following (See section 68-496(4) for Alternative Temporary Lodging Density and Intensity requirements):

a. A legal description of the land subject to agreement and the names of its legal and equitable owners.

b. The duration of the agreement, may not exceed 30 years unless it is extended by mutual consent of the city and the developer, subject to a public hearing in accordance with F.S. § 163.3225.

c. The development uses permitted on the land including population densities and building intensities and height.

d. A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development.

e. A description of any reservation or dedication of land for public purposes.

f. A description of all local development permits approved or needed to be approved for the development of the land.

g. A finding that the development permitted or proposed is consistent with the city comprehensive plan and the land development regulations.

h. A description of any conditions, terms, restrictions, or other requirements determined to be necessary for the public health, safety, or welfare.

i. A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

j. A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

k. All other things required to be addressed by the Act, the city's comprehensive plan, or other city ordinances.

(4) Procedures and requirements for entering into a development agreement for Alternative Temporary Lodging Density and Intensity:

a. The development agreement shall be prepared and approved pursuant to F.S. §§ 163.3220-163.3243, as amended.

b. The development agreement shall indicate the ability of the local government, or the applicable service provider, to meet the concurrency management standards for sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, as required pursuant to F.S. § 163.3180, and the applicable local government or service provider plan and regulations.

c. The provision for all temporary lodging uses shall comply with all county and local hurricane evacuation plans and procedures to ensure orderly evacuation of guests and visitors pursuant to the Pinellas County Code, Chapter 34, Article III. In particular, all temporary lodging uses which are located in hurricane evacuation level A, as identified by the Pinellas County Emergency Management Agency, shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center. Further, a plan implementing the closure and evacuation procedures shall be prepared and submitted to the county or municipal emergency management coordinator, whichever is applicable, within 90 days of the issuance of a certificate of occupancy. This plan will be updated and sent for review when there is a change of ownership or substantive change to the plan or as required by the county or municipal emergency management coordinator, whichever is applicable.

d. Design considerations in Section A, the transportation concurrency management provisions in Section B, and the restrictions on temporary lodging use in Section C set forth the following:

1. *Design considerations.* The purpose of the design considerations is to enable the local government to authorize increased density and intensity, subject to a determination that the project is compatible with the size, location, configuration and character of the site, its relationship to the countywide plan map category in which it is located, and to adjoining uses; and that the overall principles of quality urban design as set forth in Pinellas By Design: An Economic Development and Redevelopment Plan for Pinellas County are furthered.

In particular, design considerations applicable to the proposed use shall address the following in the development agreement so as to ensure compatibility in terms of context-sensitive design, and the scale and placement of the proposed use so as to achieve a harmonious relationship and fit relative to its location and surroundings:

I. Building scale, including height, width, location, alignment, and spacing.

II. Building design, including elevations, facade treatment, entrance and porch or balcony projections, window patterns and roof forms.

III. Site improvements, including building and site coverage, accessory structures, service and amenity features, walkway and parking areas, open space, and view corridors.

IV. Adjoining property use, including density/intensity, and building location, setbacks, and height.

2. Mobility Management. The purpose of this provision is to ensure that a project authorized to use the increased density and intensity is consistent with the Forward Pinellas Countywide Rules Section 5.2.2.3 approach to analysis standards, level of service, proportionate fair share, the Pinellas County Mobility Plan, and constrained facility designations.

3. *Operating characteristics and restrictions.* The purpose of this provision is to ensure that a project authorized to use any portion of the increased density and intensity is built, functions, operates, and is occupied exclusively as temporary lodging. In particular, temporary lodging uses at higher densities/intensities shall comply with the following restrictions:

   I. No temporary lodging unit shall be occupied as a residential dwelling unit, and a locally-determined maximum length of stay for any consecutive period of time shall be established by the local government to ensure that any temporary lodging use does not function as a residential use.

   II. Temporary lodging units shall not qualify or be used for homestead or home occupation purposes.

   III. All temporary lodging units must be included in the inventory of units that are available within a temporary lodging use.

   IV. No conversion of temporary lodging units to residential dwelling units shall be permitted unless the conversion is in compliance with the countywide rules with respect to the permitted residential density and, where applicable, the intensity for associated nonresidential uses.

   V. A temporary lodging use may include accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures and other uses commonly associated with temporary lodging uses. All such uses shall be included in the calculation of allowable floor area ratio.

   VI. Any license required of a temporary lodging use by the local government, county, or state agency shall be obtained and kept current.

   VII. Temporary lodging uses shall be subject to all applicable tourist development tax collections.

   VIII. A reservation system shall be required as an integral part of the temporary lodging use, and there shall be a lobby/front desk area that must be operated as a typical

lobby/front desk area for temporary lodging would be operated.

IX. Temporary lodging uses must have sufficient signage that complies with local codes and is viewable by the public designating the use as a temporary lodging use.

X. The books and records pertaining to use of each temporary lodging unit shall be open for inspection by authorized representatives of the applicable local government, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.

XI. The applicable local government may require affidavits of compliance with this section from each temporary lodging use and/or unit owner.

e. A development agreement prepared pursuant to this section shall be approved by the local government governing body, recorded with the clerk of the circuit court pursuant to F.S. § 163.3239, a copy filed with the Property Appraiser's Office, and a copy submitted to the PPC and CPA for receipt and filing within 14 days after recording. The development limitations set forth in the development agreement shall be memorialized in a deed restriction, which shall be recorded in the official records of Pinellas County prior to the issuance of a building permit for the temporary lodging use.

SECTION 6. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 7. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 8. CODIFICATION.
Sections 2-5 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 9. EFFECTIVE DATE.
This Ordinance shall take effect upon the same date that Ordinance 2025-16 takes effect.

FIRST READING and PUBLIC HEARING on the __ day of ___, 2025.

SECOND READING and PUBLIC HEARING on the __ day of ___, 2025.

PUBLISHED in the Tampa Bay Times on the __ day of ___, 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ___ day of _____ , 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

Approved as to form:

_____
City Attorney

City of Treasure Island

Community Development Department
10451 Gulf Blvd, Treasure Island, FL 33706
(727) 547-4575
zoning@mytreasureisland.org

COMPREHENSIVE PLAN TEXT AMENDMENT, FUTURE LAND USE MAP AMENDMENT, REZONING AND/OR LAND DEVELOPMENT REGULATION TEXT CHANGE APPLICATION

Application # _____ Date 7-22-2025

☒Comprehensive Plan Text Change ☒Land Development Regulation Text Change
☐Future Land Use Map Change ☐Rezoning/Map Change

OWNER/APPLICANT INFORMATION

OWNER'S NAME: Thunderbird TI Holdings LLC PHONE 813-331-0976

OWNER'S ADDRESS: 4100 N 28th Terrace EMAIL: ialbert@halff.com

CITY: Hollywood STATE: FL ZIP: 33020-1116

AGENT'S NAME: Isabelle Albert, Halff PHONE 813-331-0976

AGENT'S ADDRESS: 1000 N Ashley Dr, #900 EMAIL: ialbert@halff.com

CITY: Tampa STATE: FL ZIP: 33602

Note: The owner/applicant must submit a notarized letter authorizing the agent to act on their behalf and stating the agent's name, address and phone number.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ID NUMBER(S): N/A - Text amendment

LEGAL DESCRIPTION: N/A - Text amendment

PROPERTY DESCRIPTION

PROPERTY ADDRESS: N/A - Text amendment

PROPERTY ACRES (AC): N/A - Text amendment PROPERTY SQUARE FEET (SF): N/A - Text amendment

CURRENT FUTURE LAND USE CATEGORY: N/A - Text amendment

PROPOSED FUTURE LAND USE CATEGORY: N/A - Text amendment

CURRENT ZONING DISTRICT DESIGNATION: N/A - Text amendment

PROPOSED ZONING DISTRICT DESIGNATION: N/A - Text amendment

THE UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with this application. Further, this application must be complete and accurate before the Public Hearing can be advertised, with attached justification form(s) completed and filed as part of this application. Furthermore, I certify that the information contained herein is correct to the best of my knowledge.

Signature of Applicant — Gilad Ovaknin, Thunderbird TI Holdings, LLC (Printed Name of Signatory)

Signature of Applicant — Printed Name of Signatory

Signature of Applicant — Printed Name of Signatory

(THIS FORM MUST BE SIGNED BY ALL TITLE HOLDER OR HOLDERS)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 23rd day of July, 2025, by Gilad Ovaknin, who ✓ is personally known to me or _____ has produced a _____ driver's license or _____ as identification.

SUEZETTE MCCRAY-NEWSON
Notary Public - State of Florida
Commission # HH 233408
My Comm. Expires Feb 27, 2026
Bonded through National Notary Assn.

Suezette McCray-Newson 7/23/25
Notary Public
My Commission Expires: 2/27/2026

A fee payable to the City of Treasure Island must accompany this application in accordance with the fee schedule set by the City Commission. (Fees current as of October 1, 2024)

Comprehensive Plan Text Amendment/Future Land Use Map Amendment:	$2,250
Rezoning/Map Change:	$2,000
Land Development Regulation Text Amendment:	$2,000

COMPREHENSIVE PLAN TEXT AMENDMENT, FUTURE LAND USE MAP AMENDMENT, REZONING AND/OR LAND DEVELOPMENT REGULATION TEXT CHANGE

APPLICATION NO. _____

Applicant Thunderbird TI Holdings LLC

Address 4100 N 28th Terrace, Hollywood, FL 33020

(1) Existing Use: If the property is developed, describe, in general terms, the existing use of the property such as the type of use, number of units, gross floor area etc. If the property contains structures, please submit a site plan in addition to the description.

With input and guidance from City staff—Katheryn Younkin, Maryellen Edwards, and Bobbie Shay Lee—this request seeks a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan. The purpose is to allow for Alternative Temporary Lodging Units, in alignment with the Countywide Rules effective as of August 21, 2023.

A Word version of both proposed text amendments is included with this application. Please note that the subsection under Section 68-796 (4)(d)2 will need to be finalized by the City of Treasure Island, as the applicant does not have sufficient information regarding pending Ordinance 2025-08, which pertains to the Multimodal Impact Fee.

(2) Proposed Use: Please describe the proposed use that requires the zone or text change. The proposed plan, including a site plan, for the site in question must be submitted along with a verbal representation of the proposed project.

With input and guidance from City staff—Katheryn Younkin, Maryellen Edwards, and Bobbie Shay Lee—this request seeks a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan. The purpose is to allow for Alternative Temporary Lodging Units, in alignment with the Countywide Rules effective as of August 21, 2023.

A Word version of both proposed text amendments is included with this application. Please note that the subsection under Section 68-796 (4)(d)2 will need to be finalized by the City of Treasure Island, as the applicant does not have sufficient information regarding pending Ordinance 2025-08, which pertains to the Multimodal Impact Fee.

Comprehensive Plan Text Amendment and/or Future Land Use Map Amendment (Also see Florida Statutes 163.3184)

All Comprehensive Plan amendments and Future land Use Map amendments are evaluated by the Local Planning Agency and the City Commission based on consistency with the City of Treasure Island Comprehensive Plan, the criteria outlined in Section 68-121 of the Land Development Regulations and the Forward Pinellas Countywide Plan. Please describe how your application meets the following criteria:

Section 68-121 Comprehensive Plan and Future Land Use Map

(1) The proposed amendment will meet the acceptable level of service standards established in the comprehensive plan;

Each individual project requesting Alternative Temporary Lodging will be evaluated to ensure compliance with applicable level of service standards during the review process. This amendment does not waive any such review process.

(2) The proposed amendment is in harmony with the general intent of the comprehensive plan;

The proposed amendment is in harmony of the general intent of the comprehensive plan and of the Countywide Rules.

(3) A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance; and

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(4) A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

Rezoning/Map Change or Land Development Regulation Text Change

Please note that applications for changes to the Zoning Map are evaluated by the Local Planning Agency and the City Commission based on the criteria outlined in Section 68-121 of the Land Development Regulations. Please describe how your application will affect the following:

(1) The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies

N/A – This is a text amendment to permit Alternative Temporary Lodging within zoning districts and land use classifications designated for medium- to high-intensity resort facilities.

(2) The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets

This amendment is for Alternative Temporary Lodging which is a similar use to Hotel and Motel currently permitted within the zoning districts and land use classifications designated for medium- to high-intensity resort facilities

(3) The possible overloading of the city's sewage collection facilities

Each individual project requesting Alternative Temporary Lodging will be evaluated to ensure compliance with applicable utilities standards during the review process. This amendment does not waive any such review process.

(4) The possible overloading of the city's drainage system

Each individual project requesting Alternative Temporary Lodging will be evaluated to ensure compliance with applicable utilities standards during the review process. This amendment does not waive any such review process.

(5) The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(6) The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(7) The impact of the proposed rezoning upon living conditions in the adjacent neighborhood

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(8) The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(9) The impact of the proposed rezoning upon property values in the adjacent area

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(10) The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(11) The existence of other adequate sites in the city for the proposed use in districts already permitting such use

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

For proposed text changes to the Land Development Regulations please attach a strikethrough/underline version of the text to be changed in a word document

Please see attached strikethrough/undrline version of the text amendment for Land Development Regulations and the City of Treasure Island Comprehensive Plan

Submittal Requirements

The following information is required to be completed or submitted with this completed application. (10 copies of each for a FLUM and Rezoning Application)

1. Pre-application meeting date Done
2. Processing Fee Ok
3. Legal names of each of the owners of the subject property including their business and home addresses and telephone numbers Done
4. If any owner is a business entity such as a partnership, corporation or joint venture, the names and business addresses of all partners and officers, as appropriate, and telephone numbers Done
5. The legal description of the subject property N/A
6. If the applicant for rezoning is a representative of the owner, evidence of agency in the form of a letter, affidavit or other document satisfactory to the city attorney Done Done
7. Property survey for rezoning or map changes N/A
8. A copy of the zoning map, clearly marking the boundaries of the property being considered. N/A
9. Attach proof of ownership (i.e. copy of the deed). Include a copy of the property record card from the property appraiser's office. N/A
10. Written statement regarding the consistency with the City's Comprehensive Plan and Land Development Regulations for amendments (Sections 68-121 and 68-122) as applicable. See above
11. Proof of mailing of Public Notice. At least 10 days prior to each public hearing date (Local Planning Agency and two City Commission meetings) the applicant must send a public notice to all property owners within 200 feet (500 feet if the property is within the planned development districts) of the subject property. The Community Development Department will create the notice and mailing labels. The applicant is responsible for printing and mailing the notices and providing proof of mailing from USPS to the Community Development Department at least 5 days before the public hearing. Ok

AFFIDAVIT TO AUTHORIZE AGENT

STATE OF Florida
COUNTY OF Pinellas

Thunderbird TI Holdings LLC
NAME OF OWNER(S) being duly sworn, depose(s) and say(s):

PROPERTY ADDRESS(ES): 10700-10750 Gulf Blvd Treasure Island, FL 33706

Parcel I.D. Number(s).: 23-31-15-91926-010-0050

1. That this property constitutes the property for which request for permits and approvals from the City of Treasure Island, as necessary, are being applied for.

2. That the undersigned (has/have) appointed Isabelle Albert, Halff; Lauren C. Rubenstein, Esquire and Katie E. Cole, Esquire, Hill Ward Henderson as (his/their) agent(s) to represent the above-described property and serve as the applicant/agent for development applications/modifications, at the Planning and Zoning Board meeting and execute any permits or other documents necessary to affect such permit(s).

3. That this affidavit has been executed to induce appropriate state agency in Florida to consider, and act on the above-described property.

4. That (I/we), the undersigned authority, hereby certify that the foregoing is true and correct.

PRINTED NAME OF PROPERTY OWNER(S): Gilad Ovaknin

SIGNATURE OF PROPERTY OWNER(S): [signature]

DATE: 7/23/2025

STATE OF: Florida
COUNTY OF: Pinellas
The foregoing instrument was acknowledged before me this 23rd day of July, 2025 by (company/agent) Thunderbird TI Holdings LLC by (persons name) Gilad Ovaknin, it's (title) _____ who is personally known to me, or who has produced _____ as identification and who _____did _____did not take an oath.

Suezette McCray Newson 7/23/25
(Print, Type, or Stamp Commissioned Name of Notary Public)
Commission Number:
Commission Expires:

SUEZETTE MCCRAY-NEWSON
Notary Public - State of Florida
Commission # HH 233408
My Comm. Expires Feb 27, 2026
Bonded through National Notary Assn.

LPA RESOLUTION NO. 2025-11

A RESOLUTION OF THE LOCAL PLANNING AGENCY OF THE CITY OF TREASURE ISLAND, FLORIDA, RECOMMENDING APPROVAL OF ORDINANCE NO. 2025-17 AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES TO PROVIDE FOR ALTERNATIVE TEMPORARY LODGING DENISTY AND INTENSITY STANDARDS, BY AMENDING SECTION 68-2 "DEFINITIONS"; AMENDING SECTION 68-284 "PROPERTY DEVELOPMENT ZONING REGULATIONS" TO INCLUDE ALETERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS FOR THE RFM-30 ZONING DISTRICT; AMENDING SECTION 68-304 "PROPERTY DEVELOPMENT ZONING REGULATIONS" TO INCLUDE ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS FOR THE RFH-50 ZONING DISTRICT; AMENDING SECTION 68-431 "SCHEDULE OF LOT AND BUILK REGLATIONS"; AMENDING SECTION 68-496 TO PROVIDE PROCEDURES AND REQUIREMENTS FOR DEVELOPMENT AGREEMENTS UTILIZING ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulations; and

WHEREAS, on August 21, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on August 21, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-17 Chapter 68, Zoning Regulations and has considered the information received at said public hearing; and

WHEREAS, on August 21, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-17 to the City Commission through Resolution 2025-11.

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed text amendment to the Land Development Regulations, as set forth in Ordinance 2025-17, with the recommendation to approve the amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 21st Day of AUGUST 2025.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

08-21-2025
Date

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

D. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

CITY OF TREASURE ISLAND
LOCAL PLANNING AGENCY
10451 Gulf Blvd, Treasure Island, Florida 33706
(727) 547-4575

STAFF REPORT
AUGUST 21, 2025

GENERAL INFORMATION

REQUESTS:

Ordinance 2025-16: This is a privately proposed text amendment request to amend the City of Treasure Island Comprehensive Plan (City File: 000530-2025) to allow for alternative temporary lodging density and intensity standards, in alignment with the Countywide Rules.

Ordinance 2025-17: The applicant is also requesting to amend the associated City of Treasure Island Land Development Regulations (City File: 000531-2025) to allow for alternative temporary lodging density and intensity standards, which include potential increases to density, Floor Area Ratio (FAR) and building height, subject to a development agreement.

OWNER/APPLICANT:

Thunderbird TI Holdings, LLC
4100 N 28th Terrace
Hollywood, FL 33020

AGENT(S):

Isabelle Albert, Halff
1000 Ashley Drive #900
Tampa, Florida 33602

Hill Ward Henderson
101 E. Kennedy Blvd. Suite 3700
Tampa, Florida 33602

BACKGROUND

This is a private-initiated application requesting the Local Planning Agency to make a finding of consistency with the City of Treasure Island Comprehensive Plan and recommend approval to the City Commission. If approved, the board shall also consider the second request to amend the associated Land Development Regulations accordingly.

The Countywide Plan Rules provide for certain increased alternative temporary lodging densities as an economic development incentive tool. The proposed change to the comprehensive plan would apply to development within the Resort Facilities Medium (RFM-30) and the Resort Facilities High (RFH-50) zoning districts and would require a development agreement that controls the use of this incentive.

The Land Development Regulations currently allow an FAR of 0.65 and 30 units per acre in the RFM-30 and a FAR of 1.2 and 50 units per acre in the RFH-50. Hotel/motels using the proposed Alternative Temporary Lodging Density and Intensity Standards could be allowed to utilize greater density and intensity as shown in the table below with an approved development agreement.

The applicant is also requesting to increase the allowable height in the RFM-30 and the RFH-50 for projects requesting Alternative Temporary Lodging as shown in Section 68-431, Schedule of Lot and Bulk Regulations. Please note that increased height is not as of right and that the

Commission, through the required development agreement, can evaluate each application to determine if the proposed height is appropriate.

PRIVATE COMPREHENSIVE PLAN TEXT AMENDMENT REQUEST

The privately proposed text amendment request is to revise the Future Land Use Element, Objective 1.1: Future Land Use Map and Land Use Designations, Specifically, the applicant is requesting to amend Policy 1.1.3, to allow for Alternative Temporary Lodging Density standards in the Resort Facilities Medium (RFM-30) and the Resorts Facilities High (RFH-50) in alignment with the Countywide Plan Rules as outlined below:

Future Land Use Element……1
Introduction
Goal
Objective 1.1 – Future Land Use Map and Land Use Designations
Objective 1.2 – Land Development Regulations
Objective 1.3 – Residential Development
Objective 1.4 – Commercial Development
Objective 1.5 – Redevelopment
Objective 1.6 – Nonconforming Uses
Objective 1.7 – Natural Resources
Objective 1.8 – Public Facilities and Development Impacts
Objective 1.9 – Utilities
Objective 1.10 – Educational Facilities
Objective 1.11 – Historic Preservation
Objective 1.12 – Hurricane Evacuation
Objective 1.13 – Private Property Rights
Objective 1.14 – Transfer of Development Rights
Objective 1.15 – Resiliency Planning

Policy 1.1.3: The City adopts those land use categories identified and defined in this policy as those which shall govern mixed-use development within the City.

• Resort Facilities Medium-30 (RFM-30), with a residential density of 0 to 15 units per acre, ~~and~~ a tourist accommodation density of 0 to 30 units per acre with a maximum floor area ratio (FAR) of 0.65 and a maximum impervious surface ratio (ISR) of 0.85, and an alternative temporary lodging density up to 125 units per acres acre with a maximum FAR of 4 and a maximum ISR of 0.95 (listed under Alternative Temporary Lodging Density and Intensity Standards table) with a percentage distribution of 50 to 70 percent residential, up to 50 percent tourist accommodation including alternative temporary lodging, and up to 20 percent "other."
• Resort Facilities High-50 (RFH-50), with a residential density of 0 to 15 units per acre, ~~and~~ a tourist accommodation density of 0 to 50 units per acre with a maximum FAR of 1.2 and a maximum ISR of 0.95, and an alternative temporary lodging density up to 125 units per acres acre with a maximum FAR of 4 and a maximum ISR of 0.95 (listed under Alternative Temporary Lodging Density and Intensity Standards table) with a percentage distribution of 30 to 60 percent residential, up to 70 percent tourist accommodation including alternative temporary lodging, and up to 10 percent "other."

Alternative Temporary Lodging Density and Intensity Standards*				
Plan Category	Temporary Lodging On Property That Is	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
Resort Facility Medium (RFM) or Resort Facility High (RFH)	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95
	Greater Than Three Acres	125	4.0	0.95

* A development agreement shall be prepared and approved pursuant to F.S. §§ 163.3220-163.3243, as amended to allow the increase in density and intensity greater than 30 units per acre and 0.65 FAR in the RFM Category, and greater than 50 units per acre and 1.2 FAR in the RFH Category.

STANDARDS FOR REVIEW

Section 68-121 of the City of Treasure Island Land Development Regulations states that the Local Planning Agency shall not recommend approval of a plan amendment unless it makes a positive finding based on competent evidence, on each of the following:

a. The proposed plan amendment will meet the acceptable level of service standards established in the comprehensive plan.

b. The proposed plan amendment is in harmony with the general intent of the comprehensive plan.

c. A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance.

d. A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

ASSOCIATED LAND DEVELOPMENT REGULATION TEXT AMENDMENT

The applicant is also requesting a Land Development Regulation text amendment to allow for Alternative Temporary Lodging Density standards in the Resort Facilities Medium (RFM-30) and the Resorts Facilities High (RFH-50) in alignment with the Countywide Plan Rules as outlined below:

Sec. 68-2, add the following:

Hotel or motel means a building or buildings, collectively, "facility," containing individual guest rooms, units or efficiencies for which daily, weekly or monthly lodging is provided as transient accommodations. (Also known as Alternative temporary lodging)

Hotel or motel unit means a room or group of rooms within a hotel or motel, as defined, with individual sleeping facilities having one entrance door. (Also known as Alternative temporary lodging)

Alternative Temporary lodging unit means an individual room, rooms or suite within a temporary lodging use designed to be occupied as a single unit of temporary occupancy. (Includes hotel/motel units)

Alternative Temporary lodging use means a facility, building or structure containing one or more temporary lodging units, used for lodging, boarding, or temporary residential occupancy by one or more individuals possessing a leasehold term of less than three months and offered to the public at large for compensation at a daily, weekly, or seasonal rate. In determining whether a property is used as a temporary lodging use, such determination shall be made without regard to the form of ownership of the property or unit, or whether the occupant has a direct or indirect ownership of the property or unit; and without regard to whether the right of occupancy arises from a rental agreement, other agreement, or the payment of consideration. (Includes hotel/motel units)

DIVISION 4. RFM-30 (RESORT MEDIUM) ZONING DISTRICT

Sec. 68-284. Property development zoning regulations.

(a) *Generally.* Property development zoning regulations as expressed through lot and bulk requirements are as indicated within section 68-431. Yard requirements, setbacks, height regulations, impervious surface requirements, parking and other lot and zoning regulations are contained in this and other sections of this chapter.

(1) The maximum impervious surface ratio (ISR) shall be 0.85. The maximum floor area ratio (FAR) shall be 0.65 for all allowable uses, except for Hotel/Motel utilizing the Alternative Temporary Lodging Density and Intensity Standards, per Sub-section (3) below. Residential dwellings shall be exempt from the FAR and ISR requirements.

(2) Hotel/motel uses shall not exceed a density of 30 units per acre. Tourist dwellings, as defined in section 68-2, and residential dwellings of all types shall be limited to a maximum density of 15 units per acre. Hotel/motel "residence" suites, which may have full kitchens, shall not be considered tourist dwellings for the purpose of this regulation.

(3) Hotel/motel utilizing Alternative Temporary Lodging Density and Intensity Standards below shall be permitted at a greater density and intensity than 30 units per acre and 0.65 FAR. A Development Agreement is required per section 68-496 (4) to permit alternative density and intensity as follows:

Alternative Temporary Lodging Density and Intensity Standards				
Plan Category	Temporary Lodging On Property That Is	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
Resort Facility Medium (RFM) or	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95

Resort Facility High (RFH)	Greater Than Three Acres	125	4.0	0.95

(b) *Other standards.* Public/semi-public and/or ancillary nonresidential uses shall not exceed a maximum area of three acres. Any such use, alone or when added to existing contiguous like uses, which exceed this threshold shall require a future land use map amendment and be rezoned to include such use and all contiguous like uses.

Division 5, RFH-50 (Resort Hight Zoning Districts)

Sec. 68-304. Property development zoning regulations.

(a) *Generally.* Property development zoning regulations as expressed through lot and bulk requirements are as indicated within section 68-431. Yard requirements, setbacks, height regulations, impervious surface requirements, parking and other lot and zoning regulations are contained in separate sections of this chapter.

(1) The maximum impervious surface ratio (ISR) shall be 0.95. The maximum floor area ratio (FAR) shall be 1.2 for all allowable uses, except for Hotel/Motel utilizing the Alternative Temporary Lodging Density and Intensity Standards shall be permitted Intensity per Sub-section (3) below. Residential dwellings shall be exempt from the FAR and ISR requirements.

(2) Hotel/motel uses shall not exceed a density of 50 units per acre. Tourist dwellings, as defined in section 68-2, and residential dwellings of all types shall be limited to a maximum density of 15 units per acre. Hotel/motel "residence" suites, which may have full kitchens, shall not be considered tourist dwellings for the purpose of this regulation.

(3) Hotel/motel utilizing Alternative Temporary Lodging Density and Intensity Standards, as defined in Section 68-2, shall be permitted at a greater density and intensity than 50 units per acre and 1.2 FAR. A Development Agreement is required per section 68-496 (4) to permit alternative density and intensity as follows:

Alternative Temporary Lodging Density and Intensity Standards				
Plan Category	Temporary Lodging On Property That Is	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
Resort Facility Medium (RFM) or Resort Facility High (RFH)	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95
	Greater Than Three Acres	125	4.0	0.95

(b) *Other standards.* Public/semi-public and/or ancillary nonresidential use shall not exceed a maximum area of three acres. Any such use, alone or when added to existing contiguous like uses, which exceed this threshold shall require a future land use map amendment and be rezoned to include such use and all contiguous like uses.

Sec. 68-431. Schedule of lot and bulk regulations.

The restrictions and controls intended to regulate the property development characteristics of each zoning district are set forth in the following schedule of lot and bulk regulations supplemented by other sections of this chapter:

Zoning District/Land Use	Minimum Lot Width (Feet)	Minimum Lot Depth (Feet)	Minimum Lot Area (Square Feet)	Maximum Density Dwelling Units (Per Acre)	Maximum Building Height (Above BFE +2 feet of freeboard + Terrain Height Modification Adjustment Factor)	Floor Area Ratio (%)
RFM-30/Resort Facilities Medium						
Dwelling, Residential and Dwelling, Tourist						
Single-family	40	90	4,500	9	35	—
Two-family	50	90	6,000	11	35	—
Multiple-family	70	90	9,000	15 (5 living levels max.)	60	—
Hotel/Motel	70	90	9,000	50 (5 living levels max.)	60	120
Hotel/Motel Alternative Temporary Lodging	70	90	9,000	See Sections 68-284(a)(3) or 68-304(a)(3)	80	See Sections 68-284(a)(3) or 68-304(a)(3)
Public Administration Facilities	90	90	10,000	—	45	120
Commercial Use	70	90	9,000	—	45	120
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—RFM-30:	Multifamily residential: 70% Nonresidential uses: 85%					
Zoning District/Land Use	Minimum Lot Width (Feet)	Minimum Lot Depth (Feet)	Minimum Lot Area (Square Feet)	Maximum Density Dwelling Units (Per Acre)	Maximum Building Height (Above BFE +2 feet of freeboard + Terrain Height Modification Adjustment Factor)	Floor Area Ratio (%)
RFH-50/Resort Facilities High						

Dwelling, Residential and Dwelling, Tourist						
Single-family	40	90	4,500	9	35	—
Two-family	50	90	6,000	11	35	—
Multiple-family	70	90	9,000	15 (5 living levels max.)	60	—
Hotel/Motel	70	90	9,000	50 (5 living levels max.)	60	120
Hotel/Motel Alternative Temporary Lodging	70	90	9,000	See Sections 68-284(a)(3) & 68-304 (a) (3)	80	See Sections 68-284(a)(3) & 68-304 (a) (3)
Public Administration Facilities	90	90	10,000	—	45	120
Commercial Use	70	90	9,000	—	45	120
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—RFH-50:	Multifamily residential: 70% Nonresidential uses: 95%					

ARTICLE VII. - SUPPLEMENTARY LOT AND USE REGULATIONS

DIVISION 3. - USE REGULATIONS

Sec. 68-496. Development agreements.

Pursuant to the authority granted the city by F.S. §§ 163.3220—163.3243, as amended (known as the Florida Local Government Development Agreement Act, hereinafter the "Act") the city may enter into a development agreement with any person(s) having a legal or equitable interest in real property located within the city. All fees imposed pursuant to this section, shall be set by the city commission in appendix A.

A development agreement shall mean a written agreement between the city and a property owner(s) that identifies fees, dedications, exactions or other public improvements or construction controls that will be provided by the developer, and the land development regulations that will be applied by the city during the term of the agreement.

(1) A development agreement may be entered into when one or more of the following exist:

a. Where the development is proposed to be constructed with commitments to substantial public improvements being required in the development process.
b. Where commitments to public improvements beyond those ordinarily required of similar development are desirable by reason of location, topography, or other characteristics of the property.
c. Where it is desirable to provide incentives to coordinate developments with a specific plan.
d. Where hotel/motel utilizes temporary lodging density and intensity greater than 30 units per acre and 0.65 floor area ratio (FAR) per Sections 68-284(a)(3) & 68-304 (a) (3).

Procedures and requirements for entering into a development agreement:

a. Proposal for a development agreement may be made by any interested party at any time prior to the completion of approvals for development of the project. Such proposal shall be formulated with the applicant and the city manager.
b. A proposed development agreement shall be adopted, amended, or revoked by following the procedures of the Act. At a minimum, the local planning agency and the city commission shall each hold a public hearing following the notification procedures set forth in the Act and section 70-12.
c. Development agreements shall be adopted by ordinance and may be amended by ordinance with the mutual consent of the parties to the agreement or by their successors in interest.
d. No development agreement shall be effective or be implemented by the city unless the city's comprehensive plan and plan amendments implementing or related to the agreement are in compliance with F.S. § 163.3184.

(2) Procedures and requirements for entering into a development agreement:

a. Proposal for a development agreement may be made by any interested party at any time prior to the completion of approvals for development of the project. Such proposal shall be formulated with the applicant and the city manager.
b. A proposed development agreement shall be adopted, amended, or revoked by following the procedures of the Act. At a minimum, the local planning agency and the city commission shall each hold a public hearing following the notification procedures set forth in the Act and section 70-12.
c. Development agreements shall be adopted by ordinance and may be amended by ordinance with the mutual consent of the parties to the agreement or by their successors in interest.
d. No development agreement shall be effective or be implemented by the city unless the city's comprehensive plan and plan amendments implementing or related to the agreement are in compliance with F.S. § 163.3184.

(3) A development agreement shall include the following <u>(See section 68-496 (4) for Alternative Temporary Lodging Density and Intensity requirements)</u>:

a. A legal description of the land subject to agreement and the names of its legal and equitable owners.
b. The duration of the agreement, may not exceed 30 years unless it is extended by mutual consent of the city and the developer, subject to a public hearing in accordance with F.S. § 163.3225.
c. The development uses permitted on the land including population densities and building intensities and height.
d. A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development.
e. A description of any reservation or dedication of land for public purposes.
f. A description of all local development permits approved or needed to be approved for the development of the land.

g. A finding that the development permitted or proposed is consistent with the city comprehensive plan and the land development regulations.
h. A description of any conditions, terms, restrictions, or other requirements determined to be necessary for the public health, safety, or welfare.
i. A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.
j. A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.
k. All other things required to be addressed by the Act, the city's comprehensive plan, or other city ordinances.

(4) Procedures and requirements for entering into a development agreement for Alternative Temporary Lodging Density and Intensity:

a. The development agreement shall be prepared and approved pursuant to F.S. §§ 163.3220-163.3243, as amended.

b. The development agreement shall indicate the ability of the local government, or the applicable service provider, to meet the concurrency management standards for sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, as required pursuant to F.S. § 163.3180, and the applicable local government or service provider plan and regulations.

c. The provision for all temporary lodging uses shall comply with all county and local hurricane evacuation plans and procedures to ensure orderly evacuation of guests and visitors pursuant to the Pinellas County Code, Chapter 34, Article III. In particular, all temporary lodging uses which are located in hurricane evacuation level A, as identified by the Pinellas County Emergency Management Agency, shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center. Further, a plan implementing the closure and evacuation procedures shall be prepared and submitted to the county or municipal emergency management coordinator, whichever is applicable, within 90 days of the issuance of a certificate of occupancy. This plan will be updated and sent for review when there is a change of ownership or substantive change to the plan or as required by the county or municipal emergency management coordinator, whichever is applicable.

d. Design considerations in Section A, the transportation concurrency management provisions in Section B, and the restrictions on temporary lodging use in Section C set forth the following:

1. *Design considerations.* The purpose of the design considerations is to enable the local government to authorize increased density and intensity, subject to a determination that the project is compatible with the size, location, configuration and character of the site, its relationship to the countywide plan map category in which it is located, and to adjoining uses; and that the overall principles of quality urban design as set forth in Pinellas By Design: An Economic Development and Redevelopment Plan for Pinellas County are furthered.

In particular, design considerations applicable to the proposed use shall address the following in the development agreement so as to ensure compatibility in terms of context-sensitive design, and the

scale and placement of the proposed use so as to achieve a harmonious relationship and fit relative to its location and surroundings:

I. Building scale, including height, width, location, alignment, and spacing.

II. Building design, including elevations, facade treatment, entrance and porch or balcony projections, window patterns and roof forms.

III. Site improvements, including building and site coverage, accessory structures, service and amenity features, walkway and parking areas, open space, and view corridors.

IV. Adjoining property use, including density/intensity, and building location, setbacks, and height.

2. Mobility Management. The purpose of this provision is to ensure that a project authorized to use the increased density and intensity is consistent with the Forward Pinellas Countywide Rules Section 5.2.2.3 approach to analysis standards, level of service, proportionate fair share, the Pinellas County Mobility Plan, and constrained facility designations.

3. *Operating characteristics and restrictions.* The purpose of this provision is to ensure that a project authorized to use any portion of the increased density and intensity is built, functions, operates, and is occupied exclusively as temporary lodging. In particular, temporary lodging uses at higher densities/intensities shall comply with the following restrictions:

I. No temporary lodging unit shall be occupied as a residential dwelling unit, and a locally-determined maximum length of stay for any consecutive period of time shall be established by the local government to ensure that any temporary lodging use does not function as a residential use.

II. Temporary lodging units shall not qualify or be used for homestead or home occupation purposes.

III. All temporary lodging units must be included in the inventory of units that are available within a temporary lodging use.

IV. No conversion of temporary lodging units to residential dwelling units shall be permitted unless the conversion is in compliance with the countywide rules with respect to the permitted residential density and, where applicable, the intensity for associated nonresidential uses.

V. A temporary lodging use may include accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures and other uses commonly associated with temporary lodging uses. All such uses shall be included in the calculation of allowable floor area ratio.

VI. Any license required of a temporary lodging use by the local government, county, or state agency shall be obtained and kept current.

VII. Temporary lodging uses shall be subject to all applicable tourist development tax collections.

VIII. A reservation system shall be required as an integral part of the temporary lodging use, and there shall be a lobby/front desk area that must be operated as a typical lobby/front desk area for temporary lodging would be operated.

IX. Temporary lodging uses must have sufficient signage that complies with local codes and is viewable by the public designating the use as a temporary lodging use.

X. The books and records pertaining to use of each temporary lodging unit shall be open for inspection by authorized representatives of the applicable local government, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.

XI. The applicable local government may require affidavits of compliance with this section from each temporary lodging use and/or unit owner.

e. A development agreement prepared pursuant to this section shall be approved by the local government governing body, recorded with the clerk of the circuit court pursuant to F.S. § 163.3239, a copy filed with the Property Appraiser's Office, and a copy submitted to the PPC and CPA for receipt and filing within 14 days after recording. The development limitations set forth in the development agreement shall be memorialized in a deed restriction, which shall be recorded in the official records of Pinellas County prior to the issuance of a building permit for the temporary lodging use.

CONSISTENCY WITH THE COUNTYWIDE PLAN

Proposed amendments to the local future land use plans and land development regulations are required to be consistent with the Countywide Plan Map and the criteria and standards outlined in the Countywide Rules. The proposed comprehensive plan text amendment was submitted to Forward Pinellas staff and was determined to be consistent with the Countywide Rules (see attached consistency letter from Forward Pinellas staff). Please note that the requested changes from Forward Pinellas were included in the Ordinance.

STAFF RECOMMENDATION

Staff has evaluated the standards for review for the proposed text amendments and find them to be consistent with the comprehensive plan. Policy 1.8.1 of the comprehensive plan states that the city shall ensure that all development and redevelopment taking place within its municipal boundaries do not result in a reduction of the level-of-service requirements established and adopted in its comprehensive plan. Accordingly, all applications that proposed to utilize the alternative temporary lodging standards will be evaluated on a case-by-case basis to ensure acceptable levels of service and harmony with the intent of the comprehensive plan.

Staff recommend that the Board make a finding of consistency with the Comprehensive Plan and recommend **Approval** of Ordinance 2025-16 to the City Commission.

Staff also recommend that the Board find the proposed amendment to the Land Development Regulations to be consistent with the comprehensive plan and the associated Land Development Regulations and recommend **Approval** of Ordinance 2025-17 to the City Commission for further discussion and public hearings.

ATTACHMENTS:

Application

Forward Pinellas Letter of Consistency

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

August 5, 2025

Maryellen Edwards
City of Treasure Island
Community Development Department
120 108th Avenue
Treasure Island, FL 33706-4702

RE: Review of Amendments to Comprehensive Plan and Land Development Code – Alternative Temporary Lodging Standards

Dear Maryellen:

Thank you for submitting the proposed amendments to the City's Comprehensive Plan and Land Development Code. We appreciate the opportunity to provide feedback. While the plan is generally aligned with the Countywide Rules, we recommend that the following updates be considered:

- **Mobility Management:** Treasure Island's provision focuses on Forward Pinellas (formerly MPO) analysis standards, LOS, proportionate fair share, and constrained facility designations. We recommend referencing Section 5.2.2.3 of the Countywide Rules, which highlights the Pinellas County Mobility Plan and the Multimodal Impact Fee Ordinance, to ensure alignment with Countywide standards while retaining Treasure Island's detailed analysis points if desired.
- **Agency Name Update:** References to "Metropolitan Planning Organization" should be updated to "Forward Pinellas."

Treasure Island's alternative temporary lodging provisions are otherwise generally consistent with Countywide Rules in definitions, density/intensity standards, and development agreement requirements.

We recognize that the consistency process is an ongoing one and if either the City or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 21, 2025
SUBMITTED BY:	Bobbie Shay Lee, Police
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First reading of Ordinance 2025-30, Amending Ch 18, Section 73, Saturday construction hours to begin no earlier than 9AM
BACKGROUND:	Currently construction hours are allowed beginning at 7AM on Saturdays. Due to the volume of construction on the island, post storm recovery, it is the request of citizens that Saturday morning hours be adjusted to begin at 9AM.
POLICY/PURPOSE:	To restrict loud and raucous noise related to construction between the hours of 7:00 a.m.-9:00 a.m. on Saturdays
STRATEGIC PLAN RELEVANCE:	Not Applicable
ANALYSIS/DISCUSSION:	Chapter 18, Section 18-73 of the Code of Ordinances of the City of Treasure Island (“Code”), Florida, restricts specific acts considered to be unreasonably loud and raucous noise; and the Code currently restricts loud and raucous noise related to construction between the hours of 7:00 a.m. and 6:00 p.m. on any day; and, the City Commission of the City of Treasure Island wishes to further restrict loud and raucous noise related to construction between the hours of 7:00 a.m.-9:00 a.m. on Saturdays; and, the City Commission finds that said restrictions on construction noise are in the best interests of the citizens of the City of Treasure Island, Florida
FUNDING:	Not Applicable

MOTION: Move to approve Ordinance 2025-30 and schedule it for a second and final public hearing.

ATTACHMENTS:
2025-30 Construction Hours Code Amendment.docx

ORDINANCE 2025-30

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 18, SECTION 18-73 OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, RELATING TO UNREASONABLY LOUD CONSTRUCTION NOISE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 18, Section 18-73 of the Code of Ordinances of the City of Treasure Island ("Code"), Florida, restricts specific acts considered to be unreasonably loud and raucous noise; and

WHEREAS, the Code currently restricts loud and raucous noise related to construction between the hours of 7:00 a.m. and 6:00 p.m. on any day; and at any time on Sunday, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building official.

WHEREAS, the City Commission of the City of Treasure Island wishes to further restrict loud and raucous noise related to construction between the hours of 7:00 a.m.-9:00 a.m. on Saturdays; and

WHEREAS, the City Commission finds that said restrictions on construction noise are in the best interests of the citizens of the City of Treasure Island, Florida.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF TREASURE ISLAND:

Section 1. The recitals set forth above are true and correct and adopted herein by reference as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

Section 2. Chapter 18, Section 18-73 of the Code of Ordinances of the City of Treasure Island, Florida, relating to unreasonably loud noise, is hereby amended and shall read as follows:

(Underlined terms are additions; ~~stricken~~ terms are deletions from original text)

Sec. 18-73. Specific acts considered to be unreasonably loud and raucous noise.

This section shall not be interpreted to restrict the city's rights to enforce noise violations by and through any other available legal means, including, but not limited to, the common law, county and/or state law governing noise or public nuisances.

Nothing contained in this section shall be interpreted to limit, restrict or otherwise control the provisions of section 18-72 or any other section in this article. Any of the following acts and causes thereof are presumed to be in violation of this chapter and to constitute unreasonably loud and raucous noise. This enumeration does not constitute an exclusive list:

(1) *Exhaust.* The discharge into the open air of the exhaust of any steam engine or stationary internal combustion engine except through a muffler or other device that will effectively prevent loud and raucous noises therefrom.

(2) *Pile drivers, similar appliances.* The operation between the hours of 6:00 p.m. and 7:00 a.m. on any day or at any time on Sunday of any pile driver, steam shovel, pneumatic hammer, derrick, dredge, steam or electric hoist or other appliance the use of which is attended by loud and raucous noise, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the city manager, which permit may be granted for a period not to exceed three working days or less while the emergency continues and which permit may be renewed for successive periods of three days or less while the emergency continues.

(3) *Blowers.* The operation of any blower or power fan or any internal combustion engine the operation of which causes loud and raucous noise unless the noise from such blower or fan is muffled or such engine is equipped with a muffler device sufficient to prevent loud and raucous noise.

(4) *Horns, whistles, signaling devices.* The sounding of any horn, whistle or other audible signaling device so as to create a loud and raucous noise.

(5) *Radios, amplifiers, phonographs.* The using, operation or permitting to be placed, used or operated any radio, amplifier, musical instrument, phonograph or other device for the producing or reproducing of sound in such manner as to cause loud and raucous noise between the hours of 11:00 p.m. and 7:00 a.m.

(6) *Sound trucks.* The operation of any amplifier or loudspeaker in, upon or attached to a sound truck or other similar device.

(7) *Yelling, shouting.* Yelling, shouting, whistling or singing at any time or place so as to create a loud and raucous noise between the hours of 11:00 p.m. and 7:00 a.m. on any day.

(8) *Animals, birds.* The keeping of any animal or bird that habitually causes a loud and raucous noise.

(9) *Defect in vehicle or load.* The use of any motor vehicle so out of repair, so loaded or in such manner as to create loud grating, grinding, rattling or other loud and raucous noise or which is not equipped with a muffler in a good working order and in constant operation so as to prevent loud and raucous noise.

(10) *Construction or repairing of buildings.* The erection (including excavating), demolition, alteration or repair of any building so as to create a loud and raucous noise other than between the hours of 7:00 a.m. and 6:00 p.m. on any day or at any time on Sunday, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building official, which permit may be granted for a period not to exceed three working days or less while the emergency continues and which permit may be renewed for successive periods of three days or less while the emergency continues. If the building official should determine that the public health and safety necessitates the issuance of such a permit and will not be impaired by the erection,

demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m. or on Sunday, he may grant permission for such work to be done within such hours or within a shorter time period during such hours, upon application being made at the time the permit for the work is issued or during the progress of the work.

(11) *Schools, public buildings, churches, hospitals.* The creation of any loud and raucous noise heard within any school, public building, church or any hospital, or the grounds thereof while in use, that interferes with the workings of such institution, or that disturbs or annoys patients in the hospital.

(12) *Noises to attract attention.* The use of any drum or other instrument or device to create a loud and raucous noise.

Section 3. All ordinances in conflict herewith are repealed to the extent necessary to give this ordinance full force and effect.

Section 4. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part hereof, not so declared to be invalid.

Section 5. It is the intent of the City Commission that the provisions of this Ordinance shall become codified and made a part of the Code of Ordinances of the City of Treasure Island, Florida, and the sections cited in this Ordinance may be renumbered, reformatted or re-lettered to accomplish such intention.

Section 6. This Ordinance shall become effective immediately upon its passage.

INTRODUCED AND PASSED on first reading at the regular meeting of the City Commission of the City of Treasure Island, Florida, held this ____ day of _____ 2025.

PASSED AND ADOPTED on second reading at the regular meeting of the City Commission of the City of Treasure Island, Florida, held this ____ day of _____ 2025.

CITY OF TREASURE ISLAND, FLORIDA

_____

John Doctor, Mayor

Attest:

_____

Lisa-Marie V. Kennedy, Clerk

Approved as to Form:

_____

Anthony Sabatini, City Attorney

AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 21, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Reading of Ordinance 2025-31 Beach Renourishment Charter Amendment
BACKGROUND:	Section 1.02(b) - Extraterritorial Powers states "Notwithstanding paragraph (a), all parks, wherever located, and public lands within the city limits of the City of Treasure Island that are contiguous to provide water access...including rights-of-way and access easements, may not be sold, leased beyond three (3) years, traded or given away absent the passage by an affirmative vote of four fifths (4/5) of the City Commission, and approval by the electorate, or by a vote of he electorate through initiative or referendum as provided for in article VII..." The Army Corps of Engineers has refused to accept prior easements to renourish City beaches, but has required new easements with revised language and boundaries, due to the updated Erosion Control Line, often with a short time to respond to the request. The Charter revision would allow the City to respond more quickly to easement requests for public lands solely needed for renourishment.
POLICY/PURPOSE:	Charter Amendment for the March 10, 2026, general election which would allow the City Commission to approve perpetual easements to the Army Corps of Engineers or Pinellas County for the sole purpose of beach maintenance and renourishment.
STRATEGIC PLAN RELEVANCE:	.

ANALYSIS/DISCUSSION: Beach renourishment and maintenance is critical to protect the City so the City's beach system absorbs wave energy, protects upland areas from flooding, mitigates erosion, and mitigates storm damage.

The Army Corps of Engineers has refused to accept prior easements to renourish City beaches and now requires new easements with revised language and boundaries, due to the updated Erosion Control Line, often with a short time to respond to the request. The Charter revision would allow the City to respond more quickly to easement requests for public lands solely needed for renourishment.

FUNDING: The referendum will be offered as part of the March 10, 2026, general election and will not incur any additional costs.

MOTION: Move to approve Ordinance 2025-31, Beach Renourishment Charter Amendment, and schedule it for a second and final reading.

ATTACHMENTS:
Ordinance 25-31 (beach renourishment charter amendment) (Updated).v2.docx

ORDINANCE NO. 2025-31

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, PLACING A REFERENDUM ON THE BALLOT AMENDING ARTICLE I, SECTION 1.02 OF THE CHARTER OF THE CITY OF TREASURE ISLAND, FLORIDA, TO ALLOW FOR EASEMENTS TO THE UNITED STATES ARMY CORPS OF ENGINEERS OR PINELLAS COUNTY SOLELY FOR THE PURPOSE OF BEACH RENOURISHMENT AND MAINTAINCE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1.02 of the Charter of the City of Treasure Island provides for the extraterritorial powers of the City; and

WHEREAS, pursuant to such charter provisions, the City's extraterritorial powers are limited to provide that all parks, wherever located, and public lands that are contiguous to or provide water access may not be sold, leased beyond three (3) years, traded or given away, including easements, absent the passage by an affirmative vote of four fifths (⅘ths) of the City Commission and approval by the electorate; and

WHEREAS, beach renourishment is critical to protect the City so that the City's beach system absorbs wave energy, protects upland areas from flooding, mitigates erosion, and mitigates storm damage; and

WHEREAS, historically, the Army Corps of Engineers and Pinellas County have conducted beach renourishment in the City based on existing easements; and

WHEREAS, in the past few years, the Army Corps of Engineers has refused to accept prior easements and renourish City beaches, but instead has required new easements with revised language and boundaries, often with a short time to respond to the request; and

WHEREAS, in an effort to try to be able to respond quickly to easement requests for public lands needed solely for renourishment, the City desires to propose this charter amendment to exempt beach renourishment easements that are provided to the United States Army Corps of Engineers or Pinellas County from the limitations of Section 1.02 of the Charter of the City of Treasure Island and for

the proposed amendment to be submitted to a vote of the electorate by referendum; and

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. That the City Commission of the City of Treasure Island, Florida, does propose to amend the City Charter of the City of Treasure Island, Florida, by amending Article I, Powers, by amending Section 1.02 as follows:

Section 1.02 – Extraterritorial powers

(a) Except as limited herein, the City of Treasure Island shall have the power to acquire, by purchase, condemnation or otherwise, take, hold, lease, sell, grant, convey and encumber such real and personal or mixed property, or interest therein, whether within or without the limits of the city as may be necessary for any of the purposes of the city, and to improve, sell, lease, mortgage, pledge or otherwise dispose of same, or any part thereof, including real estate or any interest therein not necessary or required for public use or that may have become unsuitable for public use, to the same extent that a natural person may do.

(b) Limitations. Notwithstanding paragraph (a), all parks, wherever located, and public lands within the city limits of the City of Treasure Island that are contiguous to or provide water access including, but not limited to, the Gulf of Mexico beaches, Boca Ciega Bay and Blind Pass, including rights-of-way and access easements, may not be sold, leased beyond three (3) years, traded or given away absent the passage by an affirmative vote of four fifths (⅘) of the city commission, and approval by the electorate, or by a vote of the electorate through initiative or referendum as provided for in article VII. Notwithstanding any other provisions of this Charter or other law providing for the use of the power of eminent domain, the City shall not use the power of eminent domain to take private property for the purpose of making the property so taken available for a private commercial, financial, retail or industrial enterprise.

(c) Exception. The city commission may provide an easement to the United States Army Corps of Engineers and Pinellas County solely to permit the United States Army Corps of Engineers and/or Pinellas County to conduct beach renourishment and maintenance within the City limits, by a majority vote of the city commission

SECTION 2. A referendum election is called and will be held on the 10 day of March, 2025, at the regular city election to be held on said date, for the consideration by the voters of the proposed amendment to Article I, Section 1.02

of the Charter of the City of Treasure Island, Florida. The following referendum question shall be presented to the electorate of the City of Treasure Island, Florida at the general election to be held on March 10, 2025;

A Charter Amendment Allowing For Beach Renourishment Easements By A Majority Vote Of The Commission

Solely for the purpose of beach renourishment and maintenance, shall Section 1.02 of the City Charter be amended to allow the City Commission, by majority vote, to grant an easement on city-owned property exceeding three (3) years to the United States Army Corps of Engineers or Pinellas County, as described more fully in Ordinance No. 2025-__?

_____ Yes (For the Amendment)

_____ No (Against the Amendment)

SECTION 3. If a majority of the electorate voting in the general election conducted on March 10, 2025, vote "Yes" (For the Amendment) then Article I, Section 1.02 of the Charter of the City of Treasure Island, Florida shall be amended as reflected in Section 1 above and Section 1 of this Ordinance shall be codified in the Charter for the City of Treasure Island, Florida. The codifier is authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise take such editorial license.

SECTION 4. This Ordinance shall take effect immediately upon its passage and any amendments to the Charter proposed by this Ordinance and approved by the electorate shall be effective the date after such referendum approving the amendment and certifying of such election.

SECTION 5. It is declared to be the intent of the City Commission that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. All ordinances or portions of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

FIRST READING:

SECOND READING AND PUBLIC HEARING:

PUBLISHED:

_____
Mayor

ATTEST:

_____

_____, City Clerk

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 21, 2025

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

First Reading of Ordinance 2025-28, to approve FY 2026 fee schedule

BACKGROUND:

The City-Wide Fee Schedule is a list of fees as approved by the City Commission to disclose all fee and charges for City Services in one cohesive document. It is typically approved annually during the budget process or when adjustments are proposed.

POLICY/PURPOSE:

To establish the City-Wide Fee Schedule for FY26 and Adopt it as Appendix A to the Code of Ordinances.

STRATEGIC PLAN RELEVANCE:

This is a complement agenda item related to the adoption of the FY26 annual budget.

ANALYSIS/DISCUSSION:

The amendments incorporated in the attached fee schedule are a result of the directions from the City Commission and City staff to avoid overcharging residents for services and fees.

We propose to increase parking fees by $1.00 on weekdays and $1.50 for weekends and holidays.

We also recommend a 4.8% increment in wastewater fees. This increment, in its totality, is a “pass-thru” from St. Petersburg recommended 9.5% increment in wastewater treatment cost.

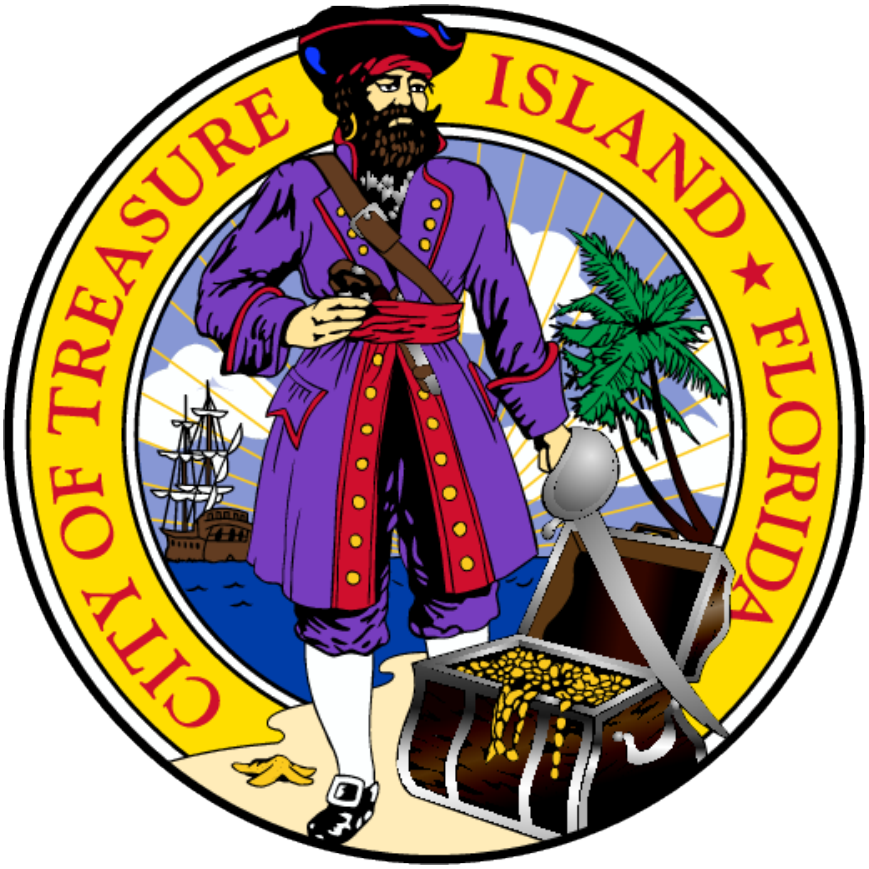
FUNDING:

The estimated revenue that will be generated from the fees are incorporated are $290,000 from charges for services and 20% increment for Parking Revenues.

MOTION:

I move to adopt Ordinance No. 2025-28 adopting the City-wide Fee Schedule as Appendix A to the Code of Ordinances to be effective December 1, 2025 at this first public hearing and to schedule it for a second reading at the November 4, 2025, regular Commission meeting.

ATTACHMENTS:
FY26 Fee Schedule - Red Lined.pdf
Fee_Ordinance_2025-28.pdf



FY25 FEE SCHEDULE

Effective October 1, 2026 or as otherwise noted

LAST AMENDED:

Ord. 2024-23, September 17, 2024
Ord. 2023-18, September 18, 2023
Ord. 2022-13, September 19, 2022
Ord. 2022-02, February 1, 2022
Ord. 2021-19, September 20, 2021
Res 20-15, September 15, 2020
Res 20-05, May 19, 2020
Res 19-06, September 17, 2019
Res 18-65, September 18, 2018
Res 17-59, September 19, 2017
Res 16-90, September 20, 2016
Res 15-67, August 18, 2015

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Any charge established in this fee schedule (Appendix A) may be waived or reduced by the City Commission upon a finding that extraordinary conditions warrant such a waiver or reduction, so long as said waiver or reduction is not prohibited or restricted by applicable federal, state, or local law.

ARTICLE I. COMMUNITY Development

1. Building Permits (Chapter 8, Treasure Island Code of Ordinances [Code], 8-31 TI-Code)
    a. Base Fee – For issuing each permit: $53 [Florida Building Code (FBC) – Section 109 Fees]
    b. Total Valuation Fee – $1,000 or less – base fee only $53 (where only a final inspection is required – each additional inspection required shall be charged $53. If, in the opinion of the building official, the valuation for the scope of work: construction, addition, alteration, repair, remodel, and/or replacement appears to be understated or underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates or a copy of the contract to meet the approval of the building official. (FBC)– Section 109, Schedule of Permit]
    c. Total Valuation Fee – over $1,000 and less than $1,000,000 – Base fee of$53 plus $11 for each thousand or fraction thereof; $1,000,000 or over – Base fee of $$53 plus $8 for each thousand or fraction thereof. If, in the opinion of the building official, the valuation for the scope of work: construction, addition, alteration, repair, remodel, and/or replacement appears to be understated or underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates or a copy of the contract to meet the approval of the building official. [FBC– Section 109 Fees]
    d. State Surcharge pursuant to section 553.721, Florida Statutes – A surcharge assessed at the rate of 1 percent of the permit fees associated with the enforcement of the Florida Building Code. The minimum amount collected on any permit issued shall be $2. (Required by section 553.721, Florida Statutes)
    e. State Surcharge pursuant to section 468.631, Florida Statutes – A surcharge assessed at the rate of 1.5 percent of all permit fees associated with enforcement of the Florida Building Code. The minimum amount collected on any permit shall be $2. (Required by section 468.631, Florida Statutes).
    f. Fee for Re-inspection – The contractor shall pay a re-inspection fee of $53 for each inspection failure.
    g. Fee for revision to an Existing Permit or Partial Inspection Request:
        i. A revision to an existing permit shall be charged a $53 revision fee, plus any valuation fees (as provided in subsections b or c above) and State Surcharges.
        ii. A request for a partial inspection shall be charged $53 per partial inspection requested.

b. Fee for Extension of Time on a Permit

    i. Extension of a building permit which has not yet expired and fulfills the "permit intent" of FBC – Section 105.4.1 - $106

    ii. Extension of a building permit which has been expired – applicant must reapply for a new permit (FBC - Section 105.4.1.1)

c. Fee for a Same Day Inspection - $43 and this service is subject to the availability of an inspector to provide this service

d. Fee per Tent for Special Events, Permit Contractor Change, Contractor Trailer, Contractor Storage Trailer, Temporary Power Pole, Temporary Structures, and per Tree permitted to be removed – Fees for permits where no work valuation is pertinent shall be based upon an initial fee of $53 covering one inspection and a fee of $50 for each additional inspection required. The number of inspections required shall be at the discretion of the City Commission, City Manager, Community Development Director, Fire Department, or Building Official as the situation warrants.

    i. After a tree removal has been permitted, a donation may be made to the Green Utility account in lieu of re-planting tree(s) – Section 72-111(b) of the City of Treasure Island Land Development Regulations (TI-LDR). The fee in lieu shall be based on the cost of purchasing the requisite size and number of replacement trees.
    ii. Tree removal which is exempt under section 163.045, Florida Statutes - $0 (Sec. 72-111, TI-LDR)
    iii. Tree removal which is not exempt under section 163.045, Florida Statutes - $50 (Sec. 72-111, TI-LDR)
    iv. After the fact tree removal which is not exempt under section 163.045, Florida Statutes - $100 (Sec. 72-111, TI-LDR)

e. Moving Fee and Demolition Fee – for the demolition or the moving of any building or structure, the fee shall be $150

    i. Valuation of Moving or Demolition Work of $0 to $15,000 = $159

    ii. Valuation of Moving or Demolition Work greater than $15,000 = 1% of moving or demolition cost

f. Plan Review Fees – When a permit is required to be submitted, the respective plan review fees shall be paid to the City at the time of submitting the permit application, plans, and/or specifications for checking—this is a nonrefundable fee. The remaining balance(s) shall be paid upon permit issuance. Fees to be set as follows:

    i. Building plan review fee - equal to one-half of the total building permit fee
        1. Each subsequent review – projects below $10,000 in value – 10% of building permit fee
        2. Each subsequent review – projects $10,000 and above in value – 5% of building permit fee

ii. Floodplain plan review fee – equal to one-half of the total floodplain permit fee. (LDR Division 3 & Sec. 66-103.3).
iii. Zoning plan review fee – equal to one-half of the zoning permit fee. [Sec. 68-32, TI-LDR& Sec. 70-51, TI-LDR].
iv. Fire plan review fee – the respective costs at time of submittal as listed in Exhibit A for Fire and Rescue fee schedule. (National Fire Protection Association)
v. Civil or structural engineering review fee – equal to one-half of the total civil or structural permit fee
vi. Public works review fee – Equal to one half the public works permit fee

g. Refunds of permit fee only (not plan review or other Community Development Department fees)
    1. Work has not commenced, and the permit is less than six months old – Permit fee and state surcharges paid minus $75
    2. Work has commenced or the permit is over six months old – no refund.

h. After the Fact Permit - Where a permit is required by the Code of Ordinances and/or Land Development Regulations the work is started prior to obtaining the permit, the (permit fees) herein specified shall be:
    i. Two (2) times the permit fee, on the 1st occurrence by the property owner and/or contractor;
    ii. Three (3) times the permit fee, on the 2nd occurrence by the property owner and/or contractor;
    iii. Five (5) times the permit fee, each time thereafter by the property owner and/or contractor.
    iv. The payment of the five (5) times fee shall not relieve any persons from fully complying with the requirement of the Code of Ordinances and Land Development Regulations. [FBC – Section 109.4, Work commencing before permit issuance]

i. After Hours Building Inspections
    i. Building Inspections after 5:00 p.m. Monday through Friday and Saturdays - $149 per hour with a 2-hour minimum.
    ii. Building Inspections on US Federal Recognized and City Recognized Holidays and Sundays - $212 per hour with a 2-hour minimum.

j. New/Change of Address $30 plus $20 per additional address same property
k. Certificate of Occupancy or count of completion: $65

2. Zoning Permit Fee (Sec. 68-32, TI-LDR)
    a. New, or Addition - Single family and duplex: $35
    b. New or addition - Each subsequent resubmittal- Single family and duplex: $35

c. New or addition - 3 or more units or nonresidential: $65
d. New or addition - Each subsequent resubmittal - 3 or more units or non-residential: $55
e. Dock (Sec. 69-54, TI-LDR)
    i. Single Family and Duplex $25
    ii. 3 or more units or nonresidential $40
f. Driveway (Sec. 72-34, TI-LDR)
    i. Single Family and Duplex $20
    ii. 3 or more units or nonresidential $30
g. Garden Walls, Fences, and hedges (Sec. 68-458, TI-LDR)
    i. Single Family and Duplex $25
    ii. 3 or more units or nonresidential $35
h. Signs $45 (Sec. 73-35, TI-LDR)
i. General zoning review not covered above $25

3. Floodplain Permit Fee (Sec. 66-103.3; Chapter 66, TI-LDR)
    a. New, remodel or addition - Single family and duplex: $35
    b. New remodel or addition - Each subsequent resubmittal - Single family and duplex: $30
    c. New, remodel or addition - 3 or more units or non-residential: $65
    d. New, remodel or addition - Each subsequent resubmittal - 3 or more units or nonresidential: $55
    e. After the fact all types (no permit): $200
    f. After the fact all types (no permit), each subsequent review: $160

4. Civil or Structural Engineering Permit Fee (Sec. 70-51, TI-LDR)
    a. New or addition - 3 or more units or nonresidential: $140/hour
    b. New or addition, 3 or more units or nonresidential each subsequent resubmittal: $120/hour
    c. Raised seawall $200/hour
    d. Raised seawall, each subsequent review $200/hour
    e. Drainage plan $200/hour
    f. Drainage plan, each subsequent resubmittal $200/hour
    g. Site visit, if requested by applicant $200/hour
5. Public Works Plan Review for Permit (Sec. 70-51, TI-LDR)
    a. New or addition - 3 or more units or nonresidential: $60
6. Adult Use Permits – [Chapter 62 TI-LDR)]
    a. Adult use permit from the City Manager or designee - $250 [Section 62-4, TI-LDR]
    b. Appeal of certification of noncompliance to City Commission- -$350 [Section 62-4(c)(1), TI-LDR]
    c. Extension of preliminary adult use permit - $50 [Section 62-4(d)(1), TI-LDR]

d. Appealing the denial of extension of adult use permit to City Commission - $350 [Section 62-4(d)(1), TI-LDR]

e. Permanent adult use permit - $100 [Section 62 - 4(d)(1), TI-LDR]

f. Renewal of adult use permit - $100 annually [Section 62-4(d)(2), TI-LDR]

g. Appeal of City Manager's decision to revoke permanent adult use permit to City Commission - $350 [Section 62-4(d)(3), TI-LDR]

h. Variance - $350 for the 1st variance request and $100 for each additional request [Section 62-6, TI-LDR]

7. Planning and Zoning Board / Local Planning Agency Application Fees

   a. Appeal to an administrative decision $350 (Sec. 70-181, 70-241, TI-LDR)

   b. Variance request (Sec. 70-221, 70-241,72-6, TI-LDR)

      i. Variance request – base fee (one variance) - $350. Each additional variance requested - $100 residential (Sec. 70-221, TI-LDR)

      ii. Multifamily, Commercial, and Institutional - Base fee (one variance) $500 with each additional variance requested $100.

   c. Special exception request – $600 (Sec. 70-201, 70-241, TI-LDR)

   d. Site plan/application review (Sec. 70-71, 70-51, TI-LDR)

      i. Single family and duplex - $500

      ii. Single family and duplex, civil engineering review - $200/hour

      iii. Multifamily, Commercial, and Institutional - $1,000

      iv. Multifamily, Commercial, and Institutional; civil engineering review -$200/hour

      v. Minor Modification to Previously Approved Site Plan – One-half regular site plan review fee.

      vi. Minor modification to Previously Approved Site Plan, Civil Engineering review (if required) - $200/hour

   e. Subdivision (plat) review (Sec. 74-31, TI-LDR)

      i. Preliminary Plat - $700

      ii. Preliminary Plat, civil / survey engineering review - $200/hour

      iii. Final Plat - $500

      iv. Final Plat, civil / survey engineering review - $200/hour

      v. The cost of recording the plat shall be paid by the applicant.

   f. Comprehensive plan text amendment / future land use map amendment – $2,250 (Sec. 68-121, TI-LDR)

g. Re-zoning fee - $2,000. (Section 68-122 TI-LDR)

h. Request for a text amendment to the land development regulations - $2,000 (Sec. 68-123, TI-LDR)

i. Development Agreement (Section 68-496 – TI-LDR)
    i. Development Agreement $2,250
    ii. Development Agreement Modification $2,250
    iii. Development Agreement Extension $1,125

j. Copies for mailings
    i. 1 sided up to 8 1/2" x 14" $0.15
    ii. 2 sided up to 8 1/2" x 14" $0.20

8. City Commission Fees

    a. Fees not listed below shall be the same as Planning and Zoning Board / Local Planning Agency fees.

    b. Vacation of an easement shall be $500. The cost of recording shall be paid by the applicant.

    c. Vacation of a right-of-way shall be $1,000. The cost of recording shall be paid by the applicant.

    d. License agreements with property owners along the Central Beach Trail -$500

        i. Those who agree to make public improvements between the rear property line of their lot and the Central Beach Trail, the $500 fee may be waived, depending on the scope of the improvements, at the City's sole and absolute discretion.

        ii. All subsequent requests for amendments to existing license agreements shall be $200.

    e. Release of Unity of Title shall be $150 (Section 68-490, TI-LDR)

    f. All special events on private property which are open to the public for a fee or not, or for profit or not, requiring staff approval, shall pay a special event permit application fee of $100. (Section 68-571, TI-LDR)

        i. All special events on private property which are open to the public for a fee or not, or for profit or not, for City Commission approval, a special event permit application fee shall be $200 (Section 68-571, TI-LDR)

    g. Other City Commission hearing fees shall be $150, unless otherwise stipulated.

    h. Appeals to site plan review by Planning and Zoning Board [Section 70-111, TI-LDR] – Amount shall be one half of the Planning and Zoning / Local Planning Agency site plan review fee

    i. Special Event Parking - $350 [Section 68-468, Off-Street Parking, TI-LDR]

9. Fee to Connect to Public Sanitary Sewer System – For structures not previously connected $325 (Section 75-62, TI-LDR)
10. Returning Signs That Were Placed in the Right-Of-Way or On Public Property - $10 per sign for each occurrence. (Section 73-35, TI-LDR)
11. Multimodal Impact Fees
    a. Pinellas County Land Development Code, Part III, Chapter 150-Impact Fees / Article II
12. Land Use / Zoning Verification Letter **–** (Section 68-32, TI-LDR)
    a. Single lot: $75
    b. Multiple lots or Existing Commercial /Hotel Use: $125.00
    c. Research Grandfathered Status (determination of legal units, density, intensity, etc.): $100.00 first hour plus $50 per hour of additional time
13. Land Development Regulation - Administrative Waiver by Staff: $150 (Section 68-35, TI-LDR)
14. Lien Search Requests and Registration of Foreclosing Properties (Section 2-173, TI-Code)
    a. Lien Search requests will be processed at $50 per parcel. A Rush Lien Search will be processed within 3 business days at a fee of $75 per parcel.
    b. Registration of foreclosing residential or commercial properties will be processed at a fee of $100 per property – (Section 2-173, TI-Code)
15. Staff Assistance Preparing a Florida Department of Environmental Protection Permit for Use of the Public Beach - $150 per application plus any applicable permit application fees. (Section 68-571, TI-LDR)
16. Doggie Dining Permit (Section 6-52, TI-LDR)
    a. Application fee: $100
    b. Annual renewal fee: $50
17. Sidewalk Café Use Permit (Section 68-571, TI-LDR)
    a. Application fee: $100
    b. Annual renewal fee: $50
18. National Pollutant Discharge Elimination System (NPDES) Inspection Fees - $35 each (Section 75-206, 54-36, TI-LDR)
19. Advanced Wireless Infrastructure Deployment Act; section 337.401(7), Florida Statutes

    (Chapter 42, TI-LDR – Article III, Communications Rights-of-Way Usage.)

    a. Registration
        1. Annual Registration – No fee
        2. Transfer of Registration – No fee
        3. Registration Amendments – No fee

4. Registration Renewal – No fee

b. Annual Local Business Tax – (Section 46-103, TI-LDR)

c. Annual Pass-Through Providers $500 per linear mile (Section 42-72, TI-Code; sec. 337.401(6)(b), Florida Statutes)

d. Rate to collocate small wireless facilities on a city utility pole shall be $150 per pole annually, or the maximum amount allowed by applicable law. (Section 337.401(7), Florida Statutes)

e. Rate to collocate small wireless facilities on a non-city owned utility pole – No fee. (Section 337.401(7), Florida Statutes)

f. Permit fee for installation of a new utility pole used for collocation of small wireless facilities – No fee. (Section 337.401(3), Florida Statutes)

g. Appeal of a decision of the City Manager or designee - $350 (Section 42-84, TI-Code)

h. Required mailings: $0.20 per page up to two-sided and current USPS first class postage

20. Flood zone Letters/Amendments/Revisions: (Section 66, TI-LDR)

a. Flood zone Verification Letter	$75.00
b. Letter of Map Amendment (LOMA)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review
c. Letter of Map Revision (LOMR)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review
d. Letter of Map Revision Based on Fill (LOMR-F)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review
e. Conditional Letter of Map Revision (CLOMR)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review

21. Alcoholic Beverage Permit Zoning Review (Ch. 561, Florida Statutes)

a. Off-Site Consumption	$100.00
b. On-Site Consumption	$200.00

ARTICLE II. FIRE AND RESCUE

22. Fire Code Inspections and New Construction Plan Reviews: (Sections 8-79, 8-80, TI-Code)

    The occupant of any commercial premises or the owner of such commercial premises when there is no occupant and the owner of any residential premises on which the City conducts any fire safety inspections in accordance with any federal, State or local law shall remit to the City a fee for the inspection as set forth in the attached fee schedule as adjusted as herein provided. Such fees shall be reviewed and adjusted administratively, if necessary, once per fiscal year.

    c. Fire Inspections are conducted by the Treasure Island Fire Inspector; see Attachment A for Fee Schedule (Resolution 18-65)
    d. Fire Plan Reviews are conducted by the Treasure Island Fire Inspector; see Attachment A for Fee Schedule (Resolution 18-65)

23. Special Detail Fees

    e. Fire Personnel – Extra Duty Rates
        i. Firefighter - $48 per hour
        ii. Paramedic - $43 per hour
        iii. Fire Apparatus - $44 per hour
        iv. Fire Inspector - $75 per hour
        v. Holiday Rates for all fees shall be applied at 1.5 times the standard rates
    f. Apparatus - Extra Duty Rates
        vi. ALS Cart - $300 per event, per day
        vii. ALS Unit - $400 per event, per day
        viii. Fire Suppression Unit - $500 per event, per day

ARTICLE III. PARKS AND RECREATION

24. Children's Camps

Summer and Winter Camp Fees (Sec. 24-33, TI-Code)

All weekly camp rates are paid in full upon reservation. For a full refund, the cancellation request needs to be made within 14 days of the Monday of the first week enrolled. A 10% Administration Fee will be charged for all cancellations.

Summer Camp 10 Week Program Fee *(adjustments are made for camps more or less than 10 weeks)*

	Resident/Taxpayer*	***Non-Resident***
10 Week Camp Rate	$700	$900
Weekly Rate	$120	$140
Extended Care	***Residents and Non-Residents***	
Before and/or After Care	$30 per week per family	
6:45 – 7:30 am and/or 5:05pm- 5:30 pm		
Winter Camp Fees *(adjustments are made for weekly rates based on camp dates)*		
Daily Rates	$30 per day	$35 per day

** Taxpayer is defined for Children's Camps as Treasure Island Business Owners and St. Pete Beach Residents per reciprocal agreement.*

25. Treasure Bay Golf and Tennis (Sec. 24-33, 24-34, TI-Code)

Tennis Daily Rates (plus tax)	
Tennis Daily Fee - Adults	$12
Asphalt Courts	Free
Reservations, two hour block	$6 per court
Juniors (under age 15 years old)	50% off above rates
Resident/Taxpayer Discount	10% Discount

Pickleball (plus tax)	
Unlimited League & Daily Play	
Daily	$5
Annual Pickle Pass	$75

Foot Golf (plus tax)	***Resident/Taxpayer****
9 hole	$10
9 holes, twice	$12
Juniors, 15 & under	$8
Family Rate (up to 2 adults and 3 juniors)	$25
Pre-Paid 10 Play Card (individual play)	$80

Memberships (plus tax)	
Tennis Pre-paid 10 play card	$90

Memberships (plus tax)	
Tennis 4-monthly card	$250
Tennis 12-monthly card	$560
Golf League 10 Play Card, winter	$120
Golf League 10 Play Card, summer	$70
Golf Pre-Paid 10 play card, winter	$130
Golf Pre-Paid 10 play card, summer	$80
Golf (plus tax)	
Daily Fee, winter (Dec. – Apr.)	$15
Daily Fee, summer (May. – Nov.)	$11
Replay 9 holes	50% off above rates
Juniors (under age 15 years old)	50% off daily fees
Resident/Taxpayer	$1.00 off rates above
League rate, winter	$13
League rate, summer	$9
18 Holes	Seasonal rate + $2
Pull Cart	$3
Rental Clubs	$4

** Taxpayer is defined for Treasure Bay fees as residents of St. Pete Beach per reciprocal agreement.*

26. Reservation/Private Rental of Treasure Bay Clubhouse/Picnic Areas (Sec. 24-34, TI-Code)
    a. $25 per hour plus tax for 10 - 40 people
    b. $50 per hour plus tax for 40 – 100 people

27. Reservation/Private Rental of Rosselli Park with Restrooms (Sec. 24-33, TI-Code)
28. Reservation/Private Rental of ballfield or gazebo $25 per hour plus tax
29. Bus Rental with a Commercial Licensed Driver - $75 per hour (Sec. 24-33, TI-Code)
30. Repealed – Reserved for Future Use

31. City Facilities Rental Fees (Sec. 24-33, TI-Code)

All facility rentals are paid in full upon reservation. For a full refund, the cancellation request must be made 30 days prior to the event date. A ten percent (10%) Administrative Fee will be charged for all the cancellations. Treasure Island Residents or Treasure Island Business Owners will receive 50% discount of the posted rate for city's facilities; discount cannot be combined with any other fee reductions.

a. Community Center (up to 250 people) *plus tax

	Residents and Non-Residents
Facility Rental Fee*	$200 per hour, 4 hour minimum
Premium Dates/Holidays*	Regular rate + $250
Non-Profit Rental Fee *[501(c)(3) organizations only]*	1/3rd off the posted rates

b. City Hall Promenade Deck, up to 80 people *plus tax

Monday – Thursday	$200 per hour, 2 hour minimum
Friday - Sunday	$250 per hour, 4 hour minimum
Premium Dates/Holidays*	Regular rate + $250
Non-Profit Rental Fee *[501(c)(3) organizations only]*	1/3rd off the posted rates

c. Community Center Garden Room & City Hall Flybridge, Quarterdeck or Crows' Nest & City Center multi-purpose rooms (includes parking) *plus tax

Facility Rental Fee*

Monday –Friday	8:00 am – 4:30 pm	$50/hour; minimum 2 hours
Monday - Friday	After 4:30 pm	$75/hour
Saturday - Sunday		$100 per hour, minimum 4 hours
Premium Dates/Holidays*		$75 per hour, minimum 4 hours, maximum 10 hours
Use of Kitchen* (upon availability)		$250
Use of Gally w/Flybridge or Crows' Nest, only		$100

d. Beach Pavilion / Treasure Bay Clubhouse, (up to 50 people, includes parking in the Black Skimmer lot only) *plus tax Treasure Island Residents or Treasure Island Business Owners will receive a 50% discount of the posted rate for the City's facilities; discount cannot be combined with any other fee reductions.

Facility Rental Fee*

Monday – Thursday	$100/hour; minimum 2 hours
Friday - Sunday	$150/hour; min. 4 hours, max. 10 hours
Premium Dates/Holidays*	Total rental fee + $250

32. Class Instructor Fees - Thirty percent (30%) of gross class revenue, or $50 per month whichever is greater (Sec. 24-33, TI-Code)

33. Use of Public Beach or Public Property Review - City Staff Review Only (Sec. 24-34, TI-Code)

    Three hour permit includes setup, the event and breakdown. Additional setup time can be requested at an additional $50 per hour, plus applicable fees below.

    a. $100 Treasure Island Resident/Business or $125 Non-Resident for a small, organized gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering—of up to 50 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

    b. $125 Treasure Island Resident/Business or $150 Non-Resident for a gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering of 51 - 100 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

    c. $250 Treasure Island Resident/Business or $300 Non-Resident for a gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering of more than 100 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

34. Use of Public Beach or Public Property Review - City Commission Review (Sec. 24-33, 24-34, 58-48, TI-Code)

    a. All events on public property or the public beach which are open to the public for fee or not, or for profit or not, requiring City Commission approval, except City sponsored or Commission exempted public events: $500 non-refundable

        i. All subsequent requests for renewals or amendments to existing contracts or agreements – $250 each

        ii. If approved, an additional special event fee will be assessed based on impact as determined by staff and approved by City Commission. Such impacts could include pre-event permitting and planning, attendance, number of total event days, traffic and parking impacts, parking, road closures, use of commercial equipment, event coordination and administration, etc.

            1. Low Impact - $1,000
            2. Medium Impact - $2,500
            3. High Impact - $5,000

        iii. Other fees for use of public beach or public property: costs for City services (trash pickup and disposal, police special detail, etc.) to be reimbursed to the City upon approval of the event by the City Manager or City Commission.

        iv. The determination of whether a use requires City Commission approval under this subsection shall be at the sole discretion of the City Manager or designee

    b. Non-exclusive License agreement request for City-owned beach area generally from 104th Avenue to 119th Avenue shall be $500 (non-refundable).

i. All subsequent requests for amendments to existing license agreements shall be $200 per request

c. Park Improvement Fund – five percent (5%) of net profits from fund-raising or revenue-generating activities or events held in city-owned parks by Non-Profits and For-Profit organizations, and as approved by the City. Such funds will be accounted for based on GASB and/or GFOA standards.

ARTICLE IV. FINANCE

35. Parking

a. Parking Meter Rates –

i. ~~$4.00 per hour~~ $5.00 per hour

ii. $5.50 per hour weekends and holidays

b. Sunset Beach Street Parking –

i. ~~$5.00 per hour on Saturdays, Sundays, and City Holidays~~ $6.00 per hour

ii. $6.50 per hour weekends and holidays

c. Resident Parking Permits ~~– $45 annually~~

i. Electronic Pass, $5.00 each – maximum 2 per residence

ii. ~~Physical Hangtag $45 each (limit 1 per address – CANNOT BE REPLACED)~~

d. City Event Parking - No less than ~~$15~~ $30 but up to ~~$20~~ $50 per vehicle, per day

36. Returned Checks Service Charge

a. Set according to the allowable service charge per Section 832.07, Florida Statutes

b. In no event should the fee be more than $100

37. Notary Services

a. Each instrument $10 (for non-City Business)

b. No charge for City Related Business

ARTICLE V. PUBLIC RECORDS

Recognizing that all public records and documents subject under State law to inspection by members of the public at reasonable times and under reasonable circumstances, should be produced and made available to the public promptly, when the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of technology resources or extensive clerical or supervisory assistance ("extensive use of information technology

resources or extensive clerical or supervisory assistance" is defined as more than thirty (30) minutes of staff time per request), a special service charge shall be imposed, in addition to the charge for copies. The party requesting such assistance or service shall be charged a fee that shall be equivalent to the hourly wage of the employee who renders such assistance, including in the hourly wage the cost to the City of all benefits paid to the employee. The special service charge will be computed to the nearest quarter of an hour exceeding the first thirty (30) minutes. If the records requested are stored on computer and must be retrieved and reproduced from such storage, the charges for such reproduced copies shall be based on the time necessary to generate and reproduce such records. The City may require a deposit equal to the estimated amount for copies, any applicable service charges for extensive requests and, when applicable, the cost of mailing prior to gathering the records requested. If the City's cost to provide the records is less than that amount provided in the deposit, the remaining amount of the deposit shall be returned to the requesting party. In the event the City incurs charges in an amount greater than the deposit, the City shall issue an invoice to the requesting party for the additional charges which shall be payable prior to or upon receipt of the documents requested.

38. Retrieval, Duplication, and Certification of Records [Section 119.07, Florida Statutes]
    a. Duplication of a one-sided document up to a size of 8 ½" x 14" is $.15 per copy
    b. Duplication of a two-sided document up to a size of 8 ½" x 14" is $.20 per copy
    c. Duplication of documents exceeding 8 ½" x 14" or documents the City is incapable of reproducing on existing City equipment shall be charged at the actual cost to duplicate the record(s).
    d. Paperless records provided on a CD or DVD is $1.25 per disc.
    e. The requestor may provide a USB drive to receive paperless copies of records; however, the drives must be scanned by IT Department staff first to ensure the health of the City's network. The charge shall be a minimum of actual cost of scanning and the duplication of the record(s).
    f. Certified copies are $1 per document/instrument, plus applicable duplication charges.
    g. Labor charges for extensive public records requests are applicable to any request requiring thirty (30) minutes or more of staff time in a single day to research and respond to a request. The actual cost is calculated using the hourly wage plus benefits of the lowest paid employee capable of performing the service.

ARTICLE VI. POLICE DEPARTMENT

39. Fingerprinting Service - $15
40. Special Detail (officer and vehicle) - $70 per hour
41. Pet Registration – No charge

42. $25 Bicycle Decals (Sec. 50-58, 50-63, 50-64, TI-Code):

a) $1.00 for registration
b) $0.50 for replacement if stolen, lost, or destroyed
c) $0.50 for replacement if obliterated or illegible

43. Equipment Inspection - $5

ARTICLE VII. PUBLIC WORKS

44. City Signboard in Treasure Island Causeway Fee (Sec. 73-35, TI-LDR)

a. $20 for one sign (East or West)

b. $25 for two signs (East and West) up to 14 days.

ARTICLE VIII. UTILITY FEES

SEE ATTACHMENTS B, C, ~~& D~~

45. Sewer (Sec. 75-122, TI-LDR)

See Attachment B

46. ~~Solid Waste Services (Sec.38-32, TI-Code)~~

~~See Attachment Appendix C~~

47. Stormwater (Sec. 54-74 and 54-75, TI-Code)

See Attachment C

ARTICLE IX. ELECTIONS

46. Qualification Fee [Section 99.093, Florida Statues, Sec. 14-10, TI-Code]

a. Application fee for district commissioner - $50.00
b. Application fee for mayor-commissioner - $100.00

These fees may be waived if the candidate is determined to be exempt from the election assessment pursuant to section 99.093(2), Florida Statutes. Any charge by the supervisor of elections to verify signatures pursuant to Chapter 99, Florida Statutes, shall be paid by the candidate.

ARTICLE X. BUSINESS TAX

Sec. 46-103, TI-Code

A

Abstracts of Title	186.27
Adult entertainment establishment, bookstore, etc.	fee set by City Commission
Advertising:	
Agencies	92.94
Card directory	92.94
Directories, guidebooks	186.27
Handbills	92.94
Outdoor advertising, persons engaged in business of painted walls or electric displays or other devices leased or rented, not otherwise specifically receipted (See "signs")	92.94
Parade, including automobiles and wagons carrying advertising signs and musical instruments or other devices to attract attention, for each parade	510.51
Schemes and devices not provided for	510.51
Agent, agencies, including but not limited to book or magazine, claims and collections, credit agencies or bureaus, detective, employment, investment or security, loan, manufacturer's agent, and travel or transportation agents	92.94
Alarm systems, fire, burglary, medical monitoring, etc.	92.94
Amusement parks, children's playground and mechanical equipment	92.94
Amusement parlors, owner or manager	370.05
Animal grooming service, not permitted as kennel	92.94
Answering services	92.94
Antiques, dealers in	92.94
Appraisers	92.94
Architects	92.94
Armored car service	92.94
Art gallery	92.94
Artist	54.68

A

Auctions and auctioneers:	
Personal property, per diem	372.47
Real estate	372.47
Shops or stores, owners or managers	1276.25
Automobiles, trucks and RV's:	
Agencies, sale or rental (in addition to all other receipts)	58.60
Automobile, bus for hire, each	92.94
Cruising taxicabs	38.26
Driver of automobile for hire, taxicabs or bus, each	19.07
Filling station:	
1 pump/dispenser	38.26
1 pump/dispenser and repair service	92.94
Additional pump/dispenser	3.80
Parking lot, temporary, per day	19.07
Storage or parking lots, capacity:	
1—50	92.94
51 or more	186.27
Used car lot	280.74
Wash and polish only	92.94

B

Bait, dealers in	54.68
Bakeries	92.94
Banks	92.94
Barbershops and beauty shops:	
1 station	92.94
Each additional station	19.07
Technician (nail, cosmetology, etc.)	54.68
Billiards, pool, for public use or profit	54.68

B

Boats:	
Charter, cruise or party:	
1—6 passengers	54.68
7—21 passengers	92.94
22+ passengers	131.25
Storage/dry:	
1—25 boats	112.06
26+ boats	168.29
Boat and yacht brokers	112.06
Sales	112.06
Rentals	186.27
Marinas:	
1—25 boats	112.06
26+ boats	168.29
Bondsmen	372.47
Bookkeeping and income tax service	92.94
Boot and shoe repair shop	92.94
Bottled drinks, wholesale	
1 truck	186.27
Each additional truck	38.26
Bottled water, delivery of:	
1 truck	92.94
Each additional truck	38.26
Bottled gas, dealers in	92.94
Bowling alleys:	
First alley	92.94
Each additional alley	38.26
Brokers:	
Wholesale dealers in merchandise	372.47
Business and computer machine, rental	92.94

C

Camera and photographic supply shops	112.06
Carnivals, including side shows incident thereto, per week or fraction thereof	3739.45
Carpet and rug cleaning establishment	92.94
Caterers	92.94
Circus:	
Circus shows and tent shows, per day	1123.12
Parade	510.51
Clinic, medical, dental, etc.	92.94
Computer programming, 1 employee	92.94
Congregate care, adult congregate living facility and group care facility:	
1—10 residents	127.61
Each additional resident	12.73
Consignment shops	92.94
Contractors:	
General	186.27
All others	92.94
Copy service, duplicating, engraving, lithography, mimeographing and multigraphing	92.94

D

Data processing and related services	92.94
Dentists	92.94
Detective agencies	92.94
Distributor	92.94
Diver	92.94
Doctors/physicians	92.94
Drafting	92.94
Dressmaking establishment and hemstitch sewing, including tailors and needlework	38.26
Drugstores	92.94
Dry cleaning, laundries, linen service	92.94

E

Entertainments, musicals, concerts or shows, where not held in receipted theater or hall.	Apply to City Commission for permission and tax
Equipment rental	93.27
Exhibits	Apply to City Commission for permission and tax
Exterminators, termites or vermin, in addition to all other receipts	92.94

F

Family day care centers:	
1—5 residents or day care	92.94
Each additional resident	0
Finance companies, any person who engages in a financing service or effecting the purchase or collection of deferred merchandise purchase agreements or notes	92.94
Florists	92.94
Fuel oil dealer	92.94
Furniture, refurnish, reupholster	92.94

G

Game machines, each machine to be paid by the owner or person in whose place of business the machine is operated, each machine, in addition to all other receipts	3.80
Golf, miniature	92.94
Guns, dealer in revolvers and pistols	497.72

H

Halls for rent, where admission is charged	186.27
Health clubs, salons, spas	92.94
Hearing aids, agent or dealer	92.94
Home health care, nursing, aides	92.94
Home occupations	92.94

I

Ice retail stations, each	38.26
Insurance:	
Agency	92.94
Branch offices	92.94
Claims	92.94
Company	92.94
Title	186.27
Interior decorators	92.94
Investment counselors	92.94

J

Janitorial service	92.94

L

Laboratories, analytical or dental	92.94
Landscape gardener, lawn service	92.94
Launderettes or self-service laundries:	
First 10 machines	92.94
Each additional machine	5.07
Lawn service only	
Lawn and tree spraying	92.94
Lawyers, each	92.94
Lecturers and instructors	372.47
Locksmiths, each	92.94

M

Mail order establishment	92.94
Management consultant	92.94
Massage parlors	92.94
Mental healers, not including members of Christian Science profession	372.47

M

Merchant and merchandising:	
Wholesalers	92.94
Merchants, demonstrators, exhibitors selling merchandise at exhibits or shows, 1 week only	44.59
Retail store	92.94
Messenger or package delivery service	92.94
Motorcycles, motorbikes and motor scooters:	
Motordrome sales	186.27
Rental only	186.27
Repair only	92.94
Moving pictures, or other theaters or permanent places of amusement	92.94
Music studios	92.94

N

Newspapers and publications:	
Daily	935.30
Other than daily, excepting religious educational, charitable, fraternal or veterans sponsored	112.06
Nursery and service plants, etc.	92.94

O

Occult—Clairvoyant, fortunetelling, palm reading, crystal ball, and any of the mystic arts	497.72
Opticians/optometrists	92.94
Osteopaths	92.94

P

Patrols, night patrolmen or private watchmen, each, on recommendation of the city commission	92.94
Pawnbrokers	1,308.17
Pet shops and supplies	112.06
Photostat and blueprint shop	92.94
Photographers:	
Each	54.68

P

Studio	92.94
Piano tuners, each.	54.68
Professions:	
Accountant, acupuncturist, appraisers, architect, attorney, auditor, chemist, chiropodist, chiropractor, counselors, consultants, dentists, designer (industrial and residential), draftsmen, electrologist, engineer (individual or firm), naprapath, naturopathy, homeopathic physician, oculist, optician, optometrist, osteopath, pharmacist, physical culturist or therapist, physician, physiotherapist, podiatrist, psychologist, stocks and bonds broker, surveyor (individual or firm), veterinary surgeon, and any other professions not listed	92.94
Promoter	372.47
Property management	92.94
Psychologists	92.94
Public relations, each individual or firm	92.94

R

Real estate agency/office:	
Broker	92.94
Sales representative if covered under broker	0
Sales representative if not covered under broker	92.94
Registration of business tax receipts	12.91
Rental units:	
1 unit	25.52
2—5 units, each	6.34
Each additional unit over 5	5.07
Condo/hotel (each unit)	25.52
Repair shops, other than garage and machine, proprietor only	92.94
Restaurants, bars, cafeterias, lounges or lunch rooms:	
1—25 persons, occupancy	92.94
Over 25 persons, occupancy (in addition to all other receipts)	139.74

S

Schools, private operated for profit:	
1—10 students	92.94
11—25 students	131.25
26—50 students	186.27
Over 50 students	280.74
Second (multiple) businesses	50 percent of regular receipt tax
Secondhand store:	
Dealer in clothing	92.94
Dealer in all other commodities	92.94
Signs, painters, firms, companies, association of persons or corporations engaged in business of sign painting	92.94
Solicitation, telephone, etc.	92.94
Supermarkets	186.27
Surveyors	92.94
Swimming pools:	
Construction of (see "contractor").	
Sales and service	92.94
Maintenance only	92.94

T

Tanning salon	92.94
Telephone and telegraph companies, branch offices	92.94

U

Unclassified:	
Every business, occupation, profession or exhibition, substantial, fixed or temporary, engaged in by any person within the city for which no receipt fee has been set forth and not specifically designated in this schedule	112.06
Undertakers or ambulance service	372.47

V

Vending machines, each (this receipt shall be in addition to all other receipts)	5.07
Veterinarians	92.94

W

Warehouses, bonded or storage	92.94
Weighing machines, each, to be paid by the owner, or by the person in whose place of business the machine is located, in addition to all other receipts	5.07

Attachment A

Fire Inspection & Fire Plan Review Fees

FIRE INSPECTION SERVICE:	FEE
Common Areas - Townhouse Complex	$ 75.00
Family Service Home-Child Care, ALF/ACLF less than 7 persons	$ 40.00
Family Service Home-Child Care, ALF/ACLF 7 persons or greater	$ 75.00
Fire Hydrant Services	$ 25.00
Fire Protection System	$ 50.00
Automotive Fueling Facility	$100.00
Marine Fueling Facility	$110.00
Industrial Facility	$ 75.00
Tourist Lodging Complex- 3 to 10 units	$ 75.00
Tourist Lodging Complex - 11 to 20 units	$110.00
Tourist Lodging Complex - 21 to 49 units	$125.00
Tourist Lodging Complex - 50 units or greater	$175.00
Occupied Multiple Business Unit @ $30.00 per unit	
Unoccupied Multiple Business Unit @ $15.00 per unit	
Permanent Residential Complex - 3 to 10 units	$ 50.00
Permanent Residential Complex - 11 to 20 units	$ 90.00
Permanent Residential Complex - 21 to 49 units	$110.00
Permanent Residential Complex 50 units or greater	$145.00
Places of Assembly 1 to 49 persons	$ 50.00
Places of Assembly 50 to 149 Persons	$ 75.00
Places of Assembly 150 persons or greater	$100.00
Marine Service	$250.00
Fire Sprinkler System Check	$ 25.00
Stand Alone Business < or = 3000 Sq. Ft.	$ 50.00
Stand Alone Business > 3000 Sq. Ft.	$100.00

Storage Facility < or = 5000 Sq. Ft.	$ 75.00
Storage Facility > 5000 Sq. Ft.	$100.00
Fuel Tank Installations	$ 50.00
LP Tank Installations	$ 50.00
FIRE PLAN REVIEWS AND INSPECTIONS:	
Building Services Equipment Plan Review and Inspection (Installation or Replacement of kitchen hood ansul system, trash chute, etc.)	$ 60.00
Fire Protection Systems Plan Review and Inspection (Installation or Replacement of fire alarm, fire sprinkler, standpipe system, etc.)	$ 60.00
New Construction Projects Plan Review and Inspection: - Up to 1,500 square feet - In excess of 1,500 square feet ($60 + $30 = $90)	 $ 60.00 $ 90.00
Remodel / Addition Project Plan Review and Inspection: - Up to 1,500 square feet - In excess of 1,500 square feet ($30 + $30 =$60) - Remodel Commercial Common Areas	 $ 30.00 $ 60.00 $ 60.00
Site Plan Review	$ 60.00
LP Gas Retail Bottle Displays	$ 60.00
LP Gas Tank Installations	$ 60.00
First Re-inspection (for failure)	$ 30.00
Second Re-inspection (for failure)	$ 30.00

RE-INSPECTION FEES:	
Code Compliance 1st visit	$ 30.00
Code Compliance 2nd visit	$ 30.00
Code Compliance 3rd visit	$ 30.00
Code Compliance 4th visit & each subsequent visit	$ 30.00

COMMUNITY HEALTH & SAFETY FEES:	
"Safe Sitter" Course	$ 45.00
CPR Course	$ 25.00

City of Treasure Island
Sewer Rate Bi-Monthly Rate Schedule
Effective Billing Cycles as of December 2025
Base Rate, Volumetric Rate Adjustments and Purchase Sewer Adjustment (PSA)

Description		Existing Fiscal Year 25		Adopted Fiscal Year 26
Base Charge - Bi-Monthly				
Single Family	$	~~46.20~~	$	50.59
Duplex	$	~~80.70~~	$	88.37
Multifamily per unit	$	~~43.30~~	$	47.41
Hotel per unit	$	~~32.90~~	$	36.03
3/4" or 1"	$	~~46.20~~	$	50.59
1.5"	$	~~113.60~~	$	124.39
2"	$	~~173.30~~	$	189.76
Greater than 2"	$	~~271.30~~	$	297.07
Non-Metered	$	~~46.20~~	$	50.59
Volumetric Charge				
Block 1 (0-3,000)				
Rate per Thousand Gallons	$	~~12.87~~	$	14.09
Purchased Sewer Adjustment (PSA)*	$	~~1.51~~	$	1.65
Total Block 1 Rate per Thousand Gallons	$	~~14.38~~	$	15.74
Block 2 (Above 3,000)				
Rate per Thousand Gallons	$	~~15.18~~	$	16.62
Purchased Sewer Adjustment (PSA)*	$	~~1.51~~	$	1.65
Total Block 2 Rate per Thousand Gallons	$	~~15.31~~	$	18.27

* The Volumetric Charge shall be automatically adjusted annually effective with the billing as of December 1 2025, after the City's wholesale sewer provider adopts an adjustment to the City's wholesale sewer rates.

Purchase Sewer Adjustment (PSA) = [Annual Purchased Wastewater Cost Under the Adjusted Wholesale Sewer Rates/Annual Revenue Gallons] - Base Year Cost
(Annual Revenue Gallons are in thousands of gallons)

Base Year Cost = ~~$8.92~~ $9.77 per thousand gallons as derived from the projected cost for Fiscal Year 2026

Annual Purchased Sewer Costs in PSA Formula

1. The Annual Purchased Sewer Costs include the total costs of wholesale sewer service including strong waste charges and outside-City surcharges.

2. The Annual Purchased Sewer Costs shall be calculated using the most recently available historical 12 months of actual sewer flow billed by the City's wholesale sewer provider - for which the City also has revenue gallons billed to the City's sewer customers - on the date that the adjusted sewer rates are adopted.

3. The historical time period for the sewer flow billed by the City's wholesale sewer provider and the revenue gallons billed to the City's sewer customers must be the same for purposes of the PSA calculations.

Annual Revenue Gallons in PSA Formula

The Annual Revenue Gallons shall be the most recently available historical 12 months of sewer flow billed to the City's sewer customers based on metered water sales in thousands of gallons for which the City also has actual sewer flow billed by the City's wholesale sewer provider.

City of Treasure Island
Stormwater Management Rate Schedule
Effective Billing Cycles as of December 2024
New ERU calculation for FY25

Category	Monthly Rate	Bi-Monthly Rate
Single Family	$25.92	$51.84
Other Property types	Per calculated ERU * $25.92	Per calculated ERU * $51.84

*ERU = Equivalent Residency Unit, calculated per City of Treasure Island Ordinance 2023-17 (3,448 sq feet).

The city conducted a stormwater rate study and equivalent residency unit calculation update for the FY24 budget development process. The new rate calculation represents a fundamental shift in the equitable burden borne by the various ratepayer types and will be phased in over a few fiscal years as a result.

ORDINANCE 2025-28

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, ESTABLISHING A FEE SCHEDULE AND ADOPTING "APPENDIX A" AS THE CITY OF TREASURE ISLAND FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is deemed appropriate and in the best interest of the public to provide for and revise from time to time certain fees for services and/or facility rentals charged by the various City departments; and

WHEREAS, the City Commission has determined that it is in the best interest of the City of Treasure Island and its citizens that user fees be identified, referenced, and clearly stated; and

WHEREAS, the City Commission wishes to amend the Code of Ordinances of the City of Treasure Island, Florida.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. That the "Appendix A" a fee schedule as set forth herein be adopted for implementation by the various City of Treasure Island departments. The fees to be charged in order to recover direct costs associated therewith are set forth in the attached Appendix A, and the proceeds from such fees shall be credited to the fund providing such services. The fee schedule set forth in the Appendix A is hereby established, authorized, and adopted by the City Commission.

Any charge established in the Appendix A may be waived or reduced by the City Commission upon a finding that extraordinary conditions warrant such a waiver or reduction, so long as said waiver or reduction is not prohibited or restricted by applicable federal, state, or local law.

SECTION 3. SEVERABILITY. It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 4. CONFLICT. All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. CODIFICATION. Section 2 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect on December 1, 2025.

FIRST READING and PUBLIC HEARING on the 21 day of October , 2025.

SECOND READING and PUBLIC HEARING on the 4 day of November , 2025.

PUBLISHED in the Tampa Bay Times on the __ day of _____, 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, FL, sitting on the 4th day of November, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

AGENDA ITEM NO. H.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 21, 2025
SUBMITTED BY:	Tia Payton, Administration
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Resolution 2025-22 Appointments to the Code Enforcement Board
BACKGROUND:	The Code Enforcement Board have three (3) vacancies for two At-Large members and an Alternate member due to three members resigning. • The two At-Large seats terms end in 2026 • The Alternate seat term ends in 2027 Anyone appointed to the vacant seats will serve a partial term.
POLICY/PURPOSE:	The purpose of this agenda Item is for the City Commission to make appointments to the Code Enforcement Board.
STRATEGIC PLAN RELEVANCE:	City boards and committees are foundational element of the overall Strategic Plan.
ANALYSIS/DISCUSSION:	Four residents have applied for the board: • Dana Ball • Shari Cohen • Jennifer Grey • Derry Smith Current Alternate Member Jeffery Baynon wants to be considered for the At-Large seat.
FUNDING:	There is no fiscal impact; members of the boards and committees shall serve without compensation.
MOTION:	I move to adopt Resolution 2025-22, appointing (name) as an At-large member, (name) as an At-large member, and (name) as the Alternate member on the Code Enforcement Board.

ATTACHMENTS:
D. Ball CEB Application.pdf
S. Cohen Application.pdf
Letter of Interest Code Enforcement Board Shari Cohen.pdf
J. Grey CEB Application.pdf
D. Smith Application.pdf
D. Smith Resume.pdf
RES2025-22 Code Enforcement Board.docx

City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

APPLICATION FOR CODE ENFORCMENT BOARD

Thank you for your interest in serving on the Code Enforcement Board. The Board consists of seven members, each serving a three-year term with a two-term limit. Please complete this application and include your letter of interest and resume for City Commission consideration.

SECTION 1: Applicant Information

Name: DANA BALL Date: 9/8/25

Address: 11405 4TH ST E

City/State/Zip: TREASURE ISLAND 33706

Phone: 702-595-6727 Email: dana@viewbeachhhomes.com

Are you a resident of Treasure Island? [X] Yes [ ] No

Years of residency: 16

SECTION 2: Background and Qualifications

1. What is your current occupation? Realtor

   If retired, what was your past occupation? _____

2. Please list your educational background, work experience, professional qualifications and/or volunteer experience:

I served on the code enforcement board a few years back for as long as you were allowed to serve 6 years. I have been a top local Realtor for 16 years and most of my clients live in Treasure Island.
I also serve as a board member of a 501 3C organiztion - Pinellas County Hunter Jumper Association. i have served for the past for 4 years.

SECTION 3: Civic Involvement

1. Have you ever served on a board or committee?

   [X] Yes [ ] No

   If yes, please list:

   Code Enforcement

2. Briefly explain why you want to serve on the Code Enforcement Board:

   My desire to serve on the Board againbecuse I would like to help demonstrate a clear passion for improving the health, safety, and welfare of our residents. I care deeply about maintaining and improving the overall appearance and quality of life in our City.
   Being a resident for 16 years and a locat Realtor during that time I am highly familiari with the community, including its development patterns and ongoing issues, which can help provide context for cases. I support a fair and balanced code enforcement: Emphasize your desire to ensure the enforcement process is equitable, consistent, and respectful. it would be a goal to fcus on compliance, not punishment. Help the resident gain voluntary compliance through educthrough process integrity by the Board reviewsing cases thoroughly, issuing findings of fact, and upholding due process.

SECTION 4: Code Compliance & Conflicts of Interest

1. Have you had any code enforcement violations with the City of Treasure Island within the past three (3) years?

   [ ] Yes [X] No

   If yes, please explain how you plan to or have resolved the violations:

2. Are you able to remain impartial and make an unbiased decision if a family member, friend, or acquaintance appears before the Board?

   [X] Yes [ ] No

   If No, please explain:

SECTION 5: Acknowledgement

State of Florida Reporting Requirements

Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☐ Male
- ☒ Female
- ☐ Other

Race
- ☐ African American
- ☐ Asian-American
- ☒ Caucasian
- ☐ Hispanic-American
- ☐ Native-American
- ☐ Other

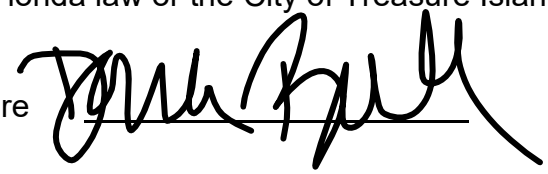
Physically Disabled
- ☐ Yes
- ☒ No

- ☐ Prefer not to answer

Acknowledgement

By submitting this application to the City of Treasure Island, I hereby acknowledge and agree to the following:

1. Pursuant to Chapter 286, Florida Statutes (Florida Sunshine Law), as amended, all information provided herein constitutes a public record and may be subject to disclosure.
2. I understand that service on the Code Enforcement Board is voluntary and without compensation.
3. I acknowledge that, if appointed, I will be subject to the provisions of the Florida Sunshine Law.
4. If appointed, I affirm that I will faithfully discharge the duties of the office, make every reasonable effort to serve the full term of appointment, and adhere to all applicable laws, policies, and procedures governing public service.
5. I agree to comply with any financial disclosure requirements imposed by Florida law or the City of Treasure Island.

Signature  Date 9/8/2025

Office Use Only: District _____ Revised: 04/12/2024

City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

APPLICATION FOR CODE ENFORCMENT BOARD

Thank you for your interest in serving on the Code Enforcement Board. The Board consists of seven members, each serving a three-year term with a two-term limit. Please complete this application and include your letter of interest and resume for City Commission consideration.

SECTION 1: Applicant Information

Name: Shari Cohen Date: 10/1/2025

Address: 9560 W Gulf Blvd

City/State/Zip: Treasure Island Florida

Phone: 703-627-8548 Email: shaaricohen@gmail.com

Are you a resident of Treasure Island? [X] Yes [ ] No

Years of residency: 2011

SECTION 2: Background and Qualifications

1. What is your current occupation? Business Owner

   If retired, what was your past occupation? Division Chief US Pentagon

2. Please list your educational background, work experience, professional qualifications and/or volunteer experience:

Education
University of Tennessee
Aerospace Master of Business Administration (MBA)

University of Maryland
Bachelor of Science Business Education
University of Tennessee
Aerospace Master of Business Administration (MBA)
University of Maryland
Bachelor of Science Business
Atlantic Community College
Associate degree Criminal Justice

Related Work Experience
Director, Acquisition Operations Resource Branch, U.S. Air Force, Washington, D.C
Senior Advisor, General Services, Washington, D.C (GSA)
Director, The Congressional Award Foundation, Washington, D. C
Corporate Investigator, Trump Castle Hotel and Casino, Atlantic City, New Jersey

Volunteer Experience
Congressional Award Foundation
USO

Board Experience
Board Member/ Treasure
Council for Logistics Research – Washington, DC

Atlantic Community College
Associate degree Criminal Justice

Work Experience
Director, Acquisition Operations Resource Branch, U.S. Air Force, Washington, D.C
Senior Advisor, General Services, Washington, D.C (GSA)
Director, The Congressional Award Foundation, Washington, D. C
Corporate Investigator, Trump Castle Hotel and Casino, Atlantic City, New Jersey

Volunteer Experience
Congressional Award Foundation
USO

SECTION 3: Civic Involvement

1. Have you ever served on a board or committee?

   [x] Yes [ ] No

   If yes, please list:

   Presently, board member Council for Logistics Research a Washington, DC Company that works with the Federal Government

2. Briefly explain why you want to serve on the Code Enforcement Board:

   I would like to serve on the Code Enforcement Board to help maintain a safe, healthy, and thriving community. By ensuring properties comply with local codes and regulations

SECTION 4: Code Compliance & Conflicts of Interest

1. Have you had any code enforcement violations with the City of Treasure Island within the past three (3) years?

   [ ] Yes [x] No

   If yes, please explain how you plan to or have resolved the violations:

2. Are you able to remain impartial and make an unbiased decision if a family member, friend, or acquaintance appears before the Board?

   [x] Yes [ ] No

   If No, please explain:

SECTION 5: Acknowledgement

State of Florida Reporting Requirements

Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☐ Male
- ■ Female
- ☐ Other

Race
- ☐ African American
- ☐ Asian-American
- ■ Caucasian
- ☐ Hispanic-American
- ☐ Native-American
- ☐ Other

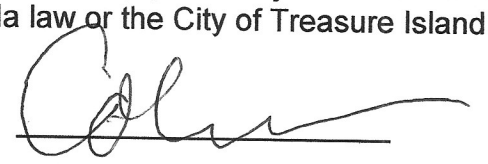
Physically Disabled
- ☐ Yes
- ■ No

☐ Prefer not to answer

Acknowledgement

By submitting this application to the City of Treasure Island, I hereby acknowledge and agree to the following:

1. Pursuant to Chapter 286, Florida Statutes (Florida Sunshine Law), as amended, all information provided herein constitutes a public record and may be subject to disclosure.
2. I understand that service on the Code Enforcement Board is voluntary and without compensation.
3. I acknowledge that, if appointed, I will be subject to the provisions of the Florida Sunshine Law.
4. If appointed, I affirm that I will faithfully discharge the duties of the office, make every reasonable effort to serve the full term of appointment, and adhere to all applicable laws, policies, and procedures governing public service.
5. I agree to comply with any financial disclosure requirements imposed by Florida law or the City of Treasure Island.

Signature  Date 10/1/2025

Office Use Only: District _____

Revised: 04/12/2024

Shari Cohen

9560 W Gulf Blvd

Treasure Island, Florida 33706

shaaricohen@gmail.com

703-627-8548

October 10, 2025

City Clerk's Office

City of Treasure Island

120 108th Avenue

Treasure Island, FL 33706

Dear Honorable Members of the Commission,

I am writing to express my strong interest in serving on the Code Enforcement Board of the City of Treasure Island, Florida. As a concerned citizen and an active member of this community, I am eager to contribute my skills, experience, and passion for public service to this important board.

With a degree in **Criminal Justice and Business Management**, I possess a unique blend of knowledge and skills that would be highly beneficial to the Code Enforcement Board. My educational background has provided me with a solid understanding of the legal framework and principles of justice, as well as the business acumen to effectively manage resources and make informed decisions.

In addition to my academic credentials, I have also gained valuable experience as a Corporate Investigator at Trump Castle Hotel and Casino. In this role, I was responsible for conducting investigations, gathering evidence, and ensuring compliance with regulatory requirements. This experience has taught me the importance of attention to detail, effective communication, and the ability to work collaboratively with others to achieve a common goal.

As a resident of Treasure Island since 2010, I have developed a deep affection for our community and a strong desire to contribute to its continued success. I am committed to preserving the unique character and charm of our city while ensuring that our community remains a desirable place to live, work, and visit. I am impressed by the city's efforts to promote compliance with its codes and ordinances, and I am excited about the opportunity to be a part of this process.

I am confident that my strong work ethic, excellent communication skills, and ability to work collaboratively with others would make me an effective member of the Code Enforcement Board. I am eager to bring my expertise and enthusiasm to this important role and contribute to the betterment of our community.

Thank you for considering my application. It would be a tremendous honor if you would consider me for this position, allowing me to serve our community in this important capacity.

Respectfully submitted,



Shari Cohen

City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

APPLICATION FOR CODE ENFORCMENT BOARD

Thank you for your interest in serving on the Code Enforcement Board. The Board consists of seven members, each serving a three-year term with a two-term limit. Please complete this application and include your letter of interest and resume for City Commission consideration.

SECTION 1: Applicant Information

Name: DANA BALL Date: 9/8/25

Address: 11405 4TH ST E

City/State/Zip: TREASURE ISLAND 33706

Phone: 702-595-6727 Email: dana@viewbeachhhomes.com

Are you a resident of Treasure Island? [X] Yes [ ] No

Years of residency: 16

SECTION 2: Background and Qualifications

1. What is your current occupation? Realtor

   If retired, what was your past occupation? _____

2. Please list your educational background, work experience, professional qualifications and/or volunteer experience:

I served on the code enforcement board a few years back for as long as you were allowed to serve 6 years. I have been a top local Realtor for 16 years and most of my clients live in Treasure Island.
I also serve as a board member of a 501.3C organiztion - Pinellas County Hunter Jumper Association. i have served for the past for 4 years.

As the owner and operator of a successful real estate brokerage, I bring a deep understanding of property management, local ordinances, and community development to the Code Enforcement Board. My professional background includes numerous certifications in the real estate field, reflecting a strong commitment to ethical standards, regulatory compliance, and continuing education. Beyond my professional work, I've volunteered with Habitat for Humanity, supporting affordable housing and neighborhood revitalization efforts. Additionally, I've hosted and organized community events in Orlando, downtown St. Pete, and now in Treasure Island, fostering engagement and connection among residents. Together, these experiences have given me a well-rounded perspective on property standards, civic responsibility, and community improvement—qualities I believe are essential to serving effectively on the Code Enforcement Board.

SECTION 3: Civic Involvement

1. Have you ever served on a board or committee?

   ☒ Yes ☐ No

   If yes, please list:

   Code Enforcement

2. Briefly explain why you want to serve on the Code Enforcement Board:

   My desire to serve on the Board again because I would like to help demonstrate a clear passion for improving the health, safety, and welfare of our residents. I care deeply about maintaining and improving the overall appearance and quality of life in our City.

   As a real estate broker, I understand the critical role that property maintenance and code compliance play in preserving home values and neighborhood appeal. I want to serve on the Treasure Island Code Enforcement Board because I care deeply about maintaining the integrity, safety, and aesthetic quality of our community.

   My experience has given me a strong understanding of local ordinances, zoning issues, and the importance of balancing property rights with community standards. I believe, when needed, enforcement of the code is supported by a fair and balanced approach. Emphasize your desire to ensure the enforcement process is equitable, consistent, and respectful. It would be a goal of mine, if elected, to help the resident gain voluntary compliance through not punishment.

   I've been a resident of Treasure Island for 16 years and I'm deeply committed to serving, objectively, listening to all sides, and helping Treasure Island remain a vibrant and desirable place to live and invest.

SECTION 4: Code Compliance & Conflicts of Interest

1. Have you had any code enforcement violations with the City of Treasure Island within the past three (3) years?

   ☐ Yes ☒ No

   If yes, please explain how you plan to or have resolved the violations:

2. Are you able to remain impartial and make an unbiased decision if a family member, friend, or acquaintance appears before the Board?

   ☒ Yes ☐ No

   If No, please explain:

SECTION 5: Acknowledgement

State of Florida Reporting Requirements

Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☐ Male
- ☒ Female
- ☐ Other

Race
- ☐ African American
- ☐ Asian-American
- ☒ Caucasian
- ☐ Hispanic-American
- ☐ Native-American
- ☐ Other

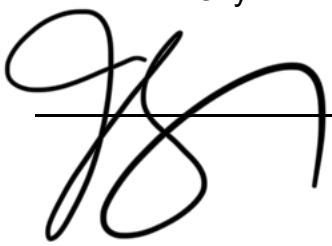
Physically Disabled
- ☐ Yes
- ☒ No

- ☐ Prefer not to answer

Acknowledgement

By submitting this application to the City of Treasure Island, I hereby acknowledge and agree to the following:

1. Pursuant to Chapter 286, Florida Statutes (Florida Sunshine Law), as amended, all information provided herein constitutes a public record and may be subject to disclosure.
2. I understand that service on the Code Enforcement Board is voluntary and without compensation.
3. I acknowledge that, if appointed, I will be subject to the provisions of the Florida Sunshine Law.
4. If appointed, I affirm that I will faithfully discharge the duties of the office, make every reasonable effort to serve the full term of appointment, and adhere to all applicable laws, policies, and procedures governing public service.
5. I agree to comply with any financial disclosure requirements imposed by Florida law or the City of Treasure Island.

Signature  Date 9/8/2025 10/13/2025

Office Use Only: District _____ Revised: 04/12/2024

City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

APPLICATION FOR CODE ENFORCMENT BOARD

Thank you for your interest in serving on the Code Enforcement Board. The Board consists of seven members, each serving a three-year term with a two-term limit. Please complete this application and include your letter of interest and resume for City Commission consideration.

SECTION 1: Applicant Information

Name: DANA BALL Date: 9/8/25

Address: 11405 4TH ST E

City/State/Zip: TREASURE ISLAND 33706

Phone: 702-595-6727 Email: dana@viewbeachhhomes.com

Are you a resident of Treasure Island? [X] Yes [ ] No

Years of residency: 16

SECTION 2: Background and Qualifications

1. What is your current occupation? Realtor

   If retired, what was your past occupation? _____

2. Please list your educational background, work experience, professional qualifications and/or volunteer experience:

I served on the code enforcement board a few years back for as long as you were allowed to serve 6 years. I have been a top local Realtor for 16 years and most of my clients live in Treasure Island.
I also serve as a board member of a 501 3C organiztion - Pinellas County Hunter Jumper Association. i have served for the past for 4 years.

SECTION 3: Civic Involvement

1. Have you ever served on a board or committee?

   [X] Yes [ ] No

   If yes, please list:

   Code Enforcement

2. Briefly explain why you want to serve on the Code Enforcement Board:

   My desire to serve on the Board againbecuse I would like to help demonstrate a clear passion for improving the health, safety, and welfare of our residents. I care deeply about maintaining and improving the overall appearance and quality of life in our City.
   Being a resident for 16 years and a locat Realtor during that time I am highly familiari with the community, including its development patterns and ongoing issues, which can help provide context for cases. I support a fair and balanced code enforcement: Emphasize your desire to ensure the enforcement process is equitable, consistent, and respectful. it would be a goal to fcus on compliance, not punishment. Help the resident gain voluntary compliance through educthrough process integrity by the Board reviewsing cases thoroughly, issuing findings of fact, and upholding due process.

SECTION 4: Code Compliance & Conflicts of Interest

1. Have you had any code enforcement violations with the City of Treasure Island within the past three (3) years?

   [ ] Yes [X] No

   If yes, please explain how you plan to or have resolved the violations:

2. Are you able to remain impartial and make an unbiased decision if a family member, friend, or acquaintance appears before the Board?

   [X] Yes [ ] No

   If No, please explain:

SECTION 5: Acknowledgement

State of Florida Reporting Requirements

Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☐ Male
- ☒ Female
- ☐ Other

Race
- ☐ African American
- ☐ Asian-American
- ☒ Caucasian
- ☐ Hispanic-American
- ☐ Native-American
- ☐ Other

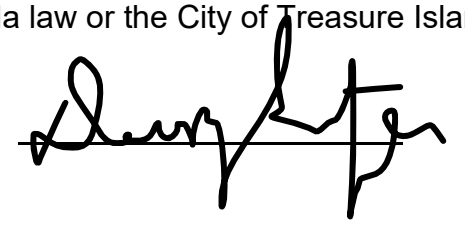
Physically Disabled
- ☐ Yes
- ☒ No

☐ Prefer not to answer

Acknowledgement

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5. I agree to comply with any financial disclosure requirements imposed by Florida law or the City of Treasure Island.

Signature  Date 9/8/2025

Office Use Only: District _____ Revised: 04/12/2024

Derry Smith

55 79th Terrace
Treasure Island, FL 33706
(727) 560-9672
derrysmithfl@gmali.com

Skills

I am a skilled writer, proficient at creating concise and accurate manuscripts with significant experience in reviewing, editing, and revising. I am experienced and comfortable providing customer service. I enjoy working on team projects, but am also self-motivated. I have experience with these software programs and apps: Microsoft Outlook, Rocketmatter, Evernote, Family Law Software, Dropbox, and Pipefile.

Experience

February, 2025 – Present
The Gabber Newspaper

- Report on St. Pete Beach Commission Meetings
- Research specific discussion subjects
- Maintain a working relationship with City Staff and Commission

August 2023 – July 2025
Rolfe Duggar, P.A., St. Petersburg, Florida – *Legal Assistant*

- Document preparation
- Introduction of a new process to increase the efficiency and organization of the office
- Customer and client communication and management
- Preparation of office for attorney's retirement

January 2022 - July 2023
Barnett Woolums, P.A., St. Petersburg, Florida – *Legal Assistant*

- Discovery collection, management, and organization
- Document preparation and organization
- Customer and client communication and management
- Calendar coordination for multiple attorneys
- Efiling of documents
- Legal writing (which included proofing attorney work)

August 2019 - March 2020 (ended with Covid)
Compassionate Schools Project, Louisville, Kentucky – *Project Team Worker*

- Administer tests to project subjects (elementary kids)
- Responsible for set up and take down of testing equipment

Education

Purdue Global, Remote – *Paralegal BaccalaureateDegree*

- Invited to join National Society of Leadership and Success (National Honor Society)
- Invited to join Phi Sigma Pi (National Honor Fraternity)
- 4.0 GPA

University of Tampa – *Master's of Fine Arts*

- Concentration in Creative Writing
- Won "Best Short Story" for 2012 Residency

University of Florida – *Bachelor of Science Degree in Advertising*

- Concentration in Copy Writing
- Wrote Advertisements for WRUF

Other Experience

Stay at Home Mom/Volunteer Work

Household Management:
Budget
Family business including administrative, tax preparation, managing repairs and modifications

Active with kids' elementary, middle, and high schools (most years dealing with more than one school):
PTA
Classroom Mom
Math and Reading Tutor
School Office (Clerical)
Chaperone
Proctor
Substitute Teacher

Active with kids' extracurricular activities:
Boy Scouts
Little League
Azalea Soccer
Battle of the Books
Marching Band/Jazz Band
Lacrosse

Active in the Community:
St. Vincent DePaul
Salvation Army
Meals on Wheels

RESOLUTION 2025-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND APPOINTING INDIVIDUALS TO SERVE ON THE CODE ENFORCMENT BOARD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, vacancies exist and will exist on the above-mentioned board and committees of the City of Treasure Island as of October 15, 2025, as a result of resignation of members, and

WHEREAS, the City Commission desires to appoint or reappoint certain individuals for a partial term, to serve upon creation of said vacancies.

NOW, THEREFORE, THE CITY COMMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

The following appointments shall be made to boards and committees for a partial term noted below:

Code Enforcement Board: _____ At-Large Member (Term ends 08/31/2026)

_____ At-Large Member (Term ends 08/31/2026)

_____ Alternate Member (Term ends 08/31/2027)

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 21st day of October 2025 by Commissioner _____ who moved its adoption seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_____

John Doctor, Mayor

ATTEST:

_____

Lisa-Marie Kennedy, City Clerk

AGENDA ITEM NO. H.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 21, 2025

SUBMITTED BY: Charles Van Zant, Administration

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Interlocal Agreement with Pinellas County for Cooperative Procurements of Post Storm Recovery Services

BACKGROUND:

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The purpose of this agreement is to offer a broad scope of professional services to be made available to all municipalities in Pinellas County *(cities, towns and unincorporated county*) such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations.

POLICY/PURPOSE: Enter into an interlocal agreement with Pinellas County for on-call professional services for Post-Storm Recovery (Countywide)

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION:

The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use

this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

Each municipality (*city, town and/or unincorporated county*) must enter into a separate agreement with the vendor they select from the approved list and will be solely responsible for managing their agreement including the costs and services provided by the contractor.

FUNDING: .

MOTION: I move to approve/reject the interlocal agreement between Pinellas County and the City of Treasure Island for cooperative procurements of post-storm recovery services.

ATTACHMENTS:
Post Storm Recovery - ILA Final Version.docx
Exhibit B.docx
Exhibit A_Scope of Work Copy to ILA.docx

INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS

FOR

THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES

WITHIN GEOGRAPHIC PINELLAS COUNTY

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

Recitals

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

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

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

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

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

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

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

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

SECTION 1
OBLIGATIONS OF THE COUNTY

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

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

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

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

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

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

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

SECTION 2
OBLIGATIONS OF THE MUNICIPALITY

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

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

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

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

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

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

SECTION 3
ADDITIONAL SERVICES

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

SECTION 4
OFFICIAL NOTICE

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

COUNTY:

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

MUNICIPALITY:

See contact information on Signature Page

SECTION 5
HOLD HARMLESS

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

SECTION 6
FILING WITH CLERK

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

SECTION 7
EFFECTIVE DATE, TERM, AND TERMINATION

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

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

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

SECTION 8
TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

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

SECTION 9

ENTIRE AGREEMENT

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

SECTION 9
APPLICABLE LAW

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

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

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton County Administrator

MUNICIPALITY
By: _____
Authorized Officer

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement
(attached, template for municipalities to sign with selected contractors

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. _____

This Agreement entered into this _____ day of _____, 2025, by and between _____, a municipal corporation of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP _____ for Disaster Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.
2. For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.
3. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
4. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
5. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
6. This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By:_____

Print Name:_____

Title:_____

Date:_____

CITY/TOWN

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:_____

(CITY/TOWN SEAL)

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County *(cities, towns and unincorporated county*) such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

REQUIREMENTS

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC)and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.

SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a "safe home" environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management

1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE date input/remodels and quality control measures implementation
2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
6. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments
7. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records
8. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

- Building Permit review, quality control, and technical guidance associated with permit reviews for project costs as it relates to substantial damage.
- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

C. Code Enforcement

  - Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

D. Communications/Technical Support

  - Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

Personnel Positions:

POSITION TITLE	QUALIFICATIONS	NOTES/COMMENTS
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

AGENDA ITEM NO. H.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 21, 2025

SUBMITTED BY: Bobbie Shay Lee, Finance

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: FY 2026–27 Coastal Partnership Initiative (CPI)

BACKGROUND: Through the Coastal Partnership Initiative (CPI), the Florida Coastal Management Program (FCMP) makes federal - specifically, the National Oceanic and Atmospheric Administration (NOAA) - funds available on a competitive basis to Florida's 35 coastal counties and all municipalities within the counties' boundaries that are required to include a coastal element in their comprehensive plan.

Program Description

The CPI was developed to promote the protection and effective management of Florida's coastal resources in four specific priority areas:

- **Resilient Communities:** The goal of this priority area is to help coastal communities prepare for and respond to the effects of climate change, natural hazards and disasters. Project examples include conducting vulnerability analyses and risk assessments; developing post-disaster redevelopment plans and strategies; restoring coastal wetlands; developing energy strategies; and improving community resiliency to coastal hazards.
- **Coastal Resource Stewardship:** To promote stewardship and appreciation of fragile coastal resources, applicants may request funds for community-based projects that involve the public, volunteers and the local government. Project examples include dune and wetland restoration;

exotic plant control; coastal cleanups; and environmental awareness initiatives, events and field trips.

- **Access to Coastal Resources:** Communities are encouraged to accommodate public access to coastal and marine resources while protecting fragile and overused environments. Access projects could include developing plans for land acquisition and management; developing site plans for nature trails; developing recreational surface water use policies; removing exotic species and restoring native species; and small-scale capital improvements such as dune walkovers, boardwalks and canoe/kayak launches.
- **Working Waterfronts:** Waterfront communities may wish to revitalize, renew and promote interest in their waterfront districts. Examples of projects include developing and implementing a vision plan for a waterfront district; developing architectural standards for waterfront areas; small construction projects such as a boardwalk, observation platform, welcome center or information kiosk; restoring shorelines and wetlands; or implementing other measures that mitigate the effects of natural hazards.

Financial awards are a minimum of $10,000, and awards are limited to no more than $60,000 for construction projects, habitat restoration, invasive plant removal or land acquisition; and no more than $30,000 for planning, design and coordination activities.

POLICY/PURPOSE:

The city requests $30,000 in FCMP funding for consultant services to support the Downtown PR-MU Core CHHA Mitigation Review. The city will provide a 1:1 match for all project activities, including data collection, analysis, and reporting

STRATEGIC PLAN RELEVANCE:

Rebuild, Restore, and Redevelop/ Goal 1: Rebuild, strengthen and harden our infrastructure. Modernizing public infrastructure for resiliency, economic development and sustainability utilizing a community-focused vision.

Rebuild, Restore, and Redevelop/ Goal 2: Identify and resolve barriers to redevelopment to create a win-win growth environment for residents, businesses, tourism and government.

Financial & Economic Development/ Goal 3: Increase the non-residential tax base by redeveloping the downtown district, John's Pass South, and other commercial areas.

ANALYSIS/DISCUSSION: Policy 2.2.2: Consistent with Florida Statutes, as may be amended from time to time, the City
shall review proposed comprehensive plan map amendments for compliance with state coastal
high hazard provisions

FUNDING: **Matching Requirements**

- Grant recipients are required to provide 100% (1:1) matching funds, which may be cash or in-kind. Match may include the salaries of employees, the value of work time of volunteers, the cost of construction materials, or other supplies and/or services that directly benefit the funded grant project. No more than 50 percent of match may be provided by a third party. Federal funds from any source may not be used as match for any financial assistance from the Coastal Partnership Initiative.

MOTION: Move to allow staff to proceed in the application process for the FY 2026–27 Coastal Partnership Initiative (CPI) with the understanding a $30,000 match is required when awarded.

ATTACHMENTS:

AGENDA ITEM NO. H.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 21, 2025

SUBMITTED BY: Bobbie Shay Lee, Administration

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Piggyback Contract with Ballard Partners for State Lobbying Services

BACKGROUND: The city's contract for state lobbying services expired in December 2024. Given the urgency of meeting the appropriations request deadline, November 21, 2025, we have an opportunity to engage in a piggyback contract providing immediate services.

The City of Sarasota awarded a contract to Ballard Partners on July 3, 2024. This was the result of a proper procurement process. The contract term runs through July 3, 2027, and may be renewed for up to two additional one-year periods upon the mutual agreement of the parties. The annual fee is $75,000, to be paid in 12 monthly installments of $6,250.

POLICY/PURPOSE: To provide legislative and administrative advocacy support on behalf of the City of Treasure Island and assist with state appropriation and funding requests for City projects.

STRATEGIC PLAN RELEVANCE: Rebuild, Restore, and Redevelop/ Goal 1; Rebuild, strengthen and harden our infrastructure. Modernizing public infrastructure for resiliency, economic development and sustainability utilizing a community-focused vision.

Financial & Economic Development/ Goal 2: Explore public-private collaborations and grants.

ANALYSIS/DISCUSSION: The City of Treasure Island is requesting $4.5 million in state appropriations. The Florida State Legislative appropriations are

	due November 21. This due date does not allow for a proper RFP process and require another similar municipality to allow for a piggyback agreement in order to execute a timely contract. The City of Treasure Island will piggyback off the City of Sarasota to meet proper procurement requirements.
FUNDING:	Professional services at a rate of $75,000 per year ($6250 per month). Funding of $110,000 was approved in the FY26 budget for lobbying services. This is included in the General Fund, Non-Departmental account number 001-5191-31200 for Professional Services.
MOTION:	Move to approve the piggyback agreement with Ballard Partners for State Lobbying Services in the amount of $75,000 per year.

ATTACHMENTS:
Sarasota Contract.pdf
Ballard Offer Letter.pdf
Sarasota RFP 23-30JS.pdf
Ballard Proposal.pdf
Treasure_Island_Piggyback_Agreement 10_16_25.pdf

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AGREEMENT FOR STATE LOBBYING SERVICES

THIS AGREEMENT FOR STATE LOBBYING SERVICES made and entered into on 03 July 2024 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and BALLARD PARTNERS, INC., a Florida corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H :

WHEREAS, CITY has publicly announced a Request for Proposal seeking proposals from qualified and experienced individuals or firms to lobby the legislative and executive branches of the State of Florida for CITY on an as-needed basis pursuant to RFP #23-30JS; and

WHEREAS, CONTRACTOR has submitted a responsive proposal and has been determined by CITY to be the most highly qualified firm to provide CITY with said services; and

WHEREAS, CITY and CONTRACTOR have successfully negotiated the terms and conditions of this Agreement by which CONTRACTOR will provide State lobbying services on an as-needed basis pursuant to RFP #23-30JS.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms have the meanings herein ascribed to them:

A. *City Manager* means the City Manager of the City of Sarasota, Florida, or his designee.

B. Project Scope of Services means the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services includes all necessary labor, materials, equipment, tools, consumables, transportation, skills and incidentals required to lobby the legislative and executive branches of the State of Florida on behalf of CITY on an as-needed basis. The Project Scope of Services includes the provision of legislative and administrative advocacy support on behalf of CITY, as well as assisting CITY with State appropriation and funding requests, providing guidance to CITY regarding public involvement in the State process, and keeping CITY informed of the progress of projects. A more specific description of the Project Scope of Services is set forth in the Request for Proposal #23-30JS, State

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Lobbying Services, a copy of which is attached hereto and incorporated by reference herein as Exhibit A. CONTRACTOR covenants to provide each of the tasks and subtasks identified in Exhibit A. CONTRACTOR must perform the Project Scope of Services in strict conformance with Exhibit A. CONTRACTOR shall have properly trained personnel to accomplish a quality provision of the Project Scope of Services to the satisfaction of the City Manager. In the provision of the Project Scope of Services, CONTRACTOR further covenants to strictly comply with all of the terms and conditions of Request for Proposal No. 23-30JS, a copy of which is on file in the offices of the Financial Administration Purchasing Division of CITY and is deemed incorporated by reference into this Agreement. This includes, but is not limited to, the insurance and indemnification requirements set forth therein. In the event of any conflict between the terms set forth in the main body of this Agreement, its Exhibits and Request for Proposal No. 23-30JS, the terms and conditions set forth in the main body of this Agreement will control, followed by the terms and conditions set forth in Exhibit A, followed by the terms and conditions set forth in Request for Proposal No. 23-30JS.

2. Project Scope of Services: There is no minimum amount of Project Scope of Services guaranteed by this Agreement. The City Manager will determine the specific Project Scope of Services to be provided by CONTRACTOR and the time within which said services are to be provided. CONTRACTOR covenants to perform the Project Scope of Services to the satisfaction of the City Manager. The City Manager will be entitled at all times to be advised, in writing, at his request, as to the status of the work being done by CONTRACTOR and the details thereof. If CONTRACTOR cannot satisfy any deadlines set forth in the project schedule, then CONTRACTOR must notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for delay.

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3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services pursuant to the terms set forth in this Section 3. CITY shall pay CONTRACTOR an annual fee in the amount of Seventy-Five Thousand Dollars ($75,000.00) for the Project Scope of Services. The annual fee will be paid in twelve (12) monthly installments of Six Thousand Two Hundred Fifty Dollars ($6,250.00) payable, in advance, on the first day of each calendar month during the term of this Agreement. The fees set forth in this Section 3 include any and all reimbursable expenses and any costs of CONTRACTOR for administration, supervision, mobilization, subcontractors, subconsultants and any and all other costs related to the Project Scope of Services. No amount of compensation, unless authorized by this Section 3, will be due and payable from CITY to CONTRACTOR.

4. Term: The term of this Agreement will commence upon complete execution thereof by each of the parties. The initial term of this Agreement shall be for a period of three (3) years. This Agreement may be renewed for up to two additional one-year renewal terms upon the mutual agreement of the parties. The City Manager is hereby authorized to administratively approve and execute one or both of these Agreement extensions so long as there is no increase in the costs or fees to be paid by CITY.

5. Termination Without Default: The City Manager has the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY will be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event will CITY be responsible for lost profits of CONTRACTOR or any asserted damages which may arise out of an alleged premature termination of this Agreement. CONTRACTOR acknowledges that the thirty (30) days notice provision set

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forth in this Section 5 is adequate additional consideration supporting this Termination for Convenience clause.

6. Assignment: CONTRACTOR cannot assign, sell, or transfer any interest in this Agreement without the prior written consent of the City Manager.

7. CITY'S Responsibility: The CITY will furnish CONTRACTOR with all existing data, plans and other information available and useful in connection with the specific assignments and now on file in the CITY, all of which will be and remain the property of the CITY and will be returned to the CITY upon completion of the services to be performed by CONTRACTOR.

8. CITY'S Designated Representative: The City Manager will represent CITY in all technical matters pertaining to and arising from the work and performance of this Agreement and these responsibilities shall include:

A. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by CONTRACTOR and rendering, in writing, decisions pertaining thereto in a timely manner.

B. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the Project Scope of Services.

C. Giving of prompt notice to CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defects or changes necessary in the Project Scope of Services. All review meetings relating to the Project Scope of Services as required by CITY must be held at a location to be designated by the City Manager.

9. Compliance with Applicable Law: This Agreement is governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be

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performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

10. Public Records: As required by Section 119.0701, Florida Statutes, CONTRACTOR hereby specifically covenants to comply with the public records laws of the State of Florida. CONTRACTOR specifically covenants to:

(a) Keep and maintain public records required by CITY in order to perform the Project Scope of Services.

(b) Upon request from CITY, provide CITY 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) 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 Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to CITY.

(d) Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the Project Scope of Services. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to CITY upon request from CITY in a format that is compatible with the information technology systems of CITY.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

SHAYLA GRIGGS, CITY AUDITOR AND CLERK
SHAYLA.GRIGGS@SARASOTAFL.GOV
(941) 263-6385
1565 FIRST STREET
SARASOTA, FL 34236

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CONTRACTOR acknowledges that, pursuant to Section 119.0701(3)(b), Florida Statutes, if CONTRACTOR fails to comply with CITY'S request for public records, CITY shall enforce the contract provisions in accordance with the contract. CONTRACTOR acknowledges the relief available to CITY includes, but is not limited to, an action for specific performance.

11. Employment Eligibility: By entering into this Agreement, CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, entitled "Employment eligibility." This obligation includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Failure to comply with this Section 11 will result in termination of this Agreement. If a subcontractor knowingly violates Section 448.095, Florida Statutes, the subcontractor must be immediately terminated by CONTRACTOR. Pursuant to Section 448.095, Florida Statutes, any legal challenge to termination must be filed in the Circuit Court of Sarasota County no later than twenty (20) calendar days after the date of termination. If this Agreement is terminated because CONTRACTOR violated Section 448.095, Florida Statutes, CONTRACTOR cannot be awarded a public contract for a period of one (1) year after the date of said termination.

12. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONTRACTOR. CONTRACTOR is solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer

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or employee of CITY. CONTRACTOR will not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

13. Right of Inspection: The City Manager has the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

14. Changes in Scope of Work: The City Manager may, from time to time, request changes in the Project Scope of Services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, will not be binding unless mutually agreed upon by and between CITY and CONTRACTOR and incorporated in written amendments to this Agreement. It is further understood that CONTRACTOR will not perform services or incur costs related to any such changes in scope without said written amendments.

15. Remedies - Cumulative: All remedies conferred to CITY are cumulative and no one exclusive of the other, or any other remedy conferred by law.

16. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, will not be deemed to be a waiver of any default or breach by CITY.

17. Entire Agreement: This Agreement, including Request for Proposal No. 23-30JS on file in the offices of Financial Administration Purchasing Division of CITY, constitutes the entire agreement between the parties. All amendments to this Agreement will be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

18. Attorney's Fees: Should it be necessary for either party to bring any action against the other alleging a breach of this Agreement or seeking to enforce any of the covenants, provisions,

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or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation applies to declaratory relief, if necessary, to interpret any of the terms hereof.

19. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes.

20. Notices: Notices and other correspondence required by this Agreement must be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

Ballard Partners, Inc.
201 East Park Avenue
5th Floor
Tallahassee, Florida 32301
Attn: Brian D. Ballard, President

IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED on 03 July 2024 by the **City of Sarasota, Florida**.

DATED on 30 April 2024 by **Ballard Partners, Inc**.

CITY OF SARASOTA, FLORIDA

DocuSigned by:
By: Liz Alpert
CF3E7C92A883488...
Liz Alpert
Mayor, City of Sarasota

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ATTEST:

DocuSigned by:
By: Shayla Griggs
CDE4CA15935542F...
Shayla Griggs
City Auditor and Clerk

Approved as to form and correctness

DocuSigned by:
By: Robert Fournier
034BE83CD0D6440...
City Attorney

BALLARD PARTNERS, INC.

DocuSigned by:
By: Brian Ballard
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Brian D. Ballard
President

Tammy's Files\Agreements\A-E\Ballard 2024 (4/18/24)

REQUEST FOR PROPOSAL
23-30JS STATE LOBBYING SERVICES

Purpose

The City of Sarasota, Florida, is seeking proposals from qualified and experienced individuals/firms to lobby the legislature and executive branches of the State of Florida. The proposing individuals/ firms shall possess the necessary skills and qualifications to provide legislative and administrative advocacy support on behalf of the City of Sarasota as well as assist with state appropriation and funding requests for the City projects as directed by the City Commission; have a good track record of securing funds for their clients and in keeping clients informed on the progress of projects as they move through the system, and to provide guidance on City and public involvement in the process.

Scope of Services

The Consultant shall provide services and advice including, but not limited to the following:

1. Assist the City Commission and City staff in the coordination and development of the City's legislative priorities.
2. Assist City Departments in the preparation of appropriation requests.
3. Inform relevant City staff of any relevant meetings or events for staff or elected officials to attend pertinent to the City's legislative priorities.
4. During the legislative session, maintain daily contact and report at least weekly on the status of, appropriation requests, any legislation, and matters of concern to the City. Such reports may include personal briefings and information bulletins pertinent to any state legislation, rules, regulations, policies, or programs that affect the City and its citizens either directly or indirectly. Such reports should also be specifically tailored to the legislative priorities of the City of Sarasota. A report shall be submitted at the end of each business week detailing legislative action taken during the week, status of appropriation requests and legislative items, and anticipated action during the upcoming week. A final report which summarizes the status of the City's legislative priorities shall be provided within one week of the closing of the session. A more detailed follow up report on specific legislation affecting the City shall be provided within a reasonable time period, not to exceed 60 days after the close of the session.
5. Review on a continuing basis all existing and proposed State policies, programs, and legislation, and regularly inform the City regarding identified issues that may affect the City and/or its citizens.
6. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local government lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
7. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special session(s) at which specific issues delineated within the City's adopted legislative priorities are scheduled, as well as other items which may arise that affect the City.
8. Provide periodic written reports, at least monthly, when the legislature is not in session, and weekly during session, on matters of interest or concern to the City. Such information

may include action taken at interim committee meetings, status of studies underway, and advance notice of legislation being proposed.

9. Track progress on studies that may positively or negatively affect the City or its citizens and regularly inform the City.
10. Provide access to Consultant's tracking system, if available, to view City of Sarasota's bill tracking list.
11. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislature session, extended or special sessions and at legislative committee meeting.
12. Appear and testify before legislative committees as required, to promote and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative priorities.
13. Upon request, coordinate appointments/meetings between the City's Elected Officials and City staff and appropriate state officials and legislators.
14. Develop a strategy for support, defeat, or amendment of pending legislation.

Litigation, administrative hearings and rule challenges are outside the scope of this agreement and would be handled, if required, under a separate agreement and separate compensation.

Proposals shall be designed to demonstrate the complete range of services available through the firm and how those services may best support and promote the City in its legislative initiatives. It is the intent of the City to select one or more consultants to supply the service necessary to represent the City, as defined herein. The Consultant(s) chosen by the City must agree to be available at all times upon reasonable request to meet with the City Manager, City Commission, City staff, and others as specified in order to perform the responsibilities assigned, and to attend and represent the City at any legislative committee meeting or meetings with the governor, Cabinet, or Cabinet members, or State agencies on matters covered under the scope of this Request for Proposals.

Sarasota's form of government is known as Commission-Manager. There are five City Commissioners, two are elected at-large and three are elected from single-member districts. All elections are nonpartisan. In April of each year the Commissioners select a Mayor and Vice-Mayor from among their members. The City Commission appoints a City Manager, a City Auditor and Clerk and a City Attorney, who are known as "Charter Officials". The City Manager's Office is responsible for management and coordination of legislative services.

Proposal Experience, Ability, and Approach

1. Location of firm and date established.
2. List of current clients and number of years representing such clientele.
3. List of issues and results within the last five (5) years in which the firm has represented a local government entity (e.g., municipality, city, special district or other authority) as a lobbyist.
4. List of specific issues (sufficient to provide a general overview of the scope of representation the firm provides private clients) within the last five (5) years in which the firm has represented a private entity (e.g., individual, corporation, partnership, etc.) as a lobbyist by giving the following information:

a. Nature of entity represented.
b. Issues raised in the representation.
c. Ultimate outcome of the identified matters.

5. Disclose any potential conflicts of interest due to any other clients, contracts, or property interests. Include a notarized statement certifying that no member of your firm's ownership, management, or staff currently have a vested interest which might be considered a conflict of interest. Failure to submit this information with your proposal may result in the rejection of your proposal.
6. Any intention to subcontract the services of any other firms. If so, proposing firm must submit the same information for each and every firm, as applicable, with and as part of the proposal. The proposal shall identify the role of the other firm, percent of work to be subcontracted, and the need/benefit to the City as a result of these services.
7. Explain how the firm approaches the legislative cycle to advance the City's legislative program.
8. State, in detail, specific experience and role in the subject areas listed below, if not stated elsewhere in the RFP, and provide examples of similar work performed for other cities. Examples may overlap with those provided to support other sections.
    - Home rule authority
    - Charter changes
    - Public safety
    - Land use / Zoning
    - Planning
    - Water resources
    - Transportation initiatives
    - Work force / Economic development
    - Affordable Housing
    - Homelessness
    - Mental Health
    - Environmental initiatives
    - Vacation Rentals
9. Any other qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the City's consideration of the firm regarding this Request for Proposals, including activities and positions held in state and national professional organizations.

Other General Responsibilities

1. Raise, discuss, and recommend any affirmative legislation action that may benefit the City.
2. Develop and evaluate strategy for the support, opposition, and amendment of pending legislation before the state and/or county commission.
3. Assist the City of Sarasota in obtaining state permits, funding and grants.
4. Coordinate appointments and meetings with legislators and City Commissioners and City staff when necessary and be prepared to participate as required.
5. Appear and testify before state agency hearings, rule-making proceedings, and other administrative agency or legislative meetings, when necessary to promote and seek passage of legislation affecting the City of Sarasota.

6. Testify and lobby, as necessary, before the state legislature and Governor on behalf of the City of Sarasota during the annual legislative session, extended or special sessions, and at legislative committee meetings.
7. Prepare briefing sheets, talking points and any other materials needed for meetings, and assist in the preparation of testimony before legislative committees.
8. Advise when City representatives may be required in person in Tallahassee to address issues of particular interest to the City and prepare backup information and talking points for these sessions.
9. Assist in the development, preparation and management of state appropriations requests and necessary forms.
10. Provide a written legislative session wrap-up presented orally before the Commissioners, summarizing the legislative activity and the effect that approved legislation will have on the City of Sarasota.
11. Ensure coordinated effort on any appropriations activities with the City Manager.
12. Research and gather socioeconomic and other information to support the City's issues, to heighten the state government's awareness that the City has significant and demonstrated needs and in general, that the City has not historically received its "fair share" of legislative attention.
13. Pertinent duties and actions with state relations as required.
14. Maintains a presence in Tallahassee.
15. May be asked to work with the City of Sarasota's Federal Lobbyist on particular issues.

Cost

The City of Sarasota requests a cost proposal, all-inclusive of any expenses incurred and associated with lobbying efforts, including but not limited to general operating expenses, overhead, and profit; for a consultant to provide the services requested in this Request for Proposal. Payment for reimbursable travel expenses will be in accordance with City Policy and Procedures and Florida State Statutes Section 112.061 "Per diem and travel expenses of public officers, employees, and authorized persons".

Contract Term

The initial contract period shall be for **three (3) years**. Upon mutual agreement and subject to available funding, this agreement may be extended for **two (2) additional one (1) year periods**, at the same terms and conditions.

Consultant Fee

The Consultant fee shall be paid in twelve (12) equal monthly installments, the total amount per year as on the RFP Pricing Form. This fee shall be "full loaded" with all profit, overhead, travel, copy and miscellaneous expense. No additional compensation shall be paid.

BALLARD | PARTNERS

October 15, 2025,

Attention: Mr. David Green
Assistant Finance Director
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706

RE: "Piggyback" the City of Sarasota's Agreement for State Lobbying Services, RFP #23-30JS

Dear Mr. Green,

Please be advised that Ballard Partners, Inc. will honor the subject City of Sarasota's Agreement for State Lobbying Services, RFP #23-30JS fees and terms, for purpose of "Piggyback" contracting with the City of Treasure Island.

Sincerely,

Brian D. Ballard
President

Solicitation 23-30JS

State Lobbying Services

Bid Designation: Public

City of Sarasota

Bid 23-30JS
State Lobbying Services

Bid Number	**23-30JS**
Bid Title	**State Lobbying Services**
Bid Start Date	**Jul 6, 2023 8:00:42 AM EDT**
Bid End Date	**Aug 8, 2023 2:30:00 PM EDT**
Question & Answer End Date	**Jul 31, 2023 5:00:00 PM EDT**
Bid Contact	**Jessica Smith** **941-263-6431** **jessica.smith@sarasotafl.gov**
Contract Duration	**3 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**3 years**
Pre-Bid Conference	**Jul 18, 2023 2:00:00 PM EDT** **Attendance is optional** **Location: City of Sarasota Annex Building** **1565 1st Street, SRQ Media Room** **Sarasota, FL 34236**
Bid Comments	**The City of Sarasota, Florida, is seeking proposals from qualified and experienced individuals/ firms to lobby the legislature and executive branches of the State of Florida on the City's behalf. The proposing individuals/ firms shall possess the necessary skills and qualifications to provide legislative and administrative advocacy support on behalf of the City of Sarasota towards its goal of State funding for the City projects and as directed by the City Commission; have a good track record of securing funds for their clients and in keeping clients informed on the progress of projects as they move through the system, and to provide guidance on city and public involvement in the process.**
Required Vendor Qualifications	**DRUG FREE , SCRUTINZED, PUBLIC ENTITY CRIME STATEMENT, NON-COLLUSIVE AFFIDAVIT**

Item Response Form

Item	**23-30JS--01-01 - State Lobbying Services - Retainer Fee - Year 1**
Quantity	**12 month**
Unit Price	
Delivery Location	**City of Sarasota** City of Sarasota 1565 1st Street Room 205 Sarasota FL 34236 **Qty** 12

Description

State Lobbying Services - Retainer Fee - Year 1

Item	**23-30JS--01-02 - State Lobbying Services - Retainer Fee - Year 2**
Quantity	**12 month**
Unit Price	
Delivery Location	**City of Sarasota** City of Sarasota 1565 1st Street Room 205 Sarasota FL 34236 **Qty** 12

Description
State Lobbying Services - Retainer Fee - Year 2

Item	**23-30JS--01-03 - State Lobbying Services - Retainer Fee - Year 3**
Quantity	**12 month**
Unit Price	
Delivery Location	**City of Sarasota** City of Sarasota 1565 1st Street Room 205 Sarasota FL 34236 **Qty** 12

Description
State Lobbying Services - Retainer Fee - Year 3

CITY OF SARASOTA
GENERAL TERMS AND CONDITIONS
Version 12.03.20

1. SUBJECT TO THESE TERMS

All responses are subject to the terms and conditions specified herein. Responses which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the Order of Precedents in Section 3 of this document.

2. DEFINITIONS

2.1. "Response" – Will be considered the same as a bid, proposal, or any other terms used to describe the submittal of an electronic response to a solicitation. All responses shall be submitted electronically.

2.2. "Respondent" – a bidder, proposer or any other individual or company that may submit a response to a CITY solicitation.

2.3. "Solicitation" – A document or documents released by the City of Sarasota for the purpose of obtaining goods or services. Considered the same as an Invitation to Bid (ITB), Request for Proposal (RFP) or any other title designated by the CITY to solicited goods or services.

3. ORDER OF PRECEDENTS

3.1. If a conflict arises between these Terms and Conditions, the following ORDER OF PRECEDENTS will apply:

3.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services"

3.1.2. City of Sarasota Procurement Code

3.1.3. Special Conditions and Supplemental Instructions

3.1.4. Detailed Scope of Work

3.1.5. Solicitation specific Terms and Conditions (RFP, Bid, Construction, etc.)

3.1.6. These Terms and Conditions

4. CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a response shall be in a form as approved by the CITY.

5. RESPONSE DELIVERY AND SUBMISSION REQUIREMENTS AND COMMUNICATIONS

5.1. **Only electronic responses** will be submitted to the City via the City's online solicitation program. If backup documentation is required, such as plans or concept drawing then those will be submitted as a single hard copy with an electronic copy on a flash drive.

5.2. The electronic copy should include one consolidated PDF file that contains the entire response.

5.3. Confidential Response Information – If information is submitted with the solicitation documents that are deemed "Confidential" then the Respondent must stamp those pages of the response in the PDF file that are considered confidential. Respondent must provide documentation as to why these

documents should be declared confidential in accordance with Chapter 119, “Public Records”, exemptions. Respondent will be responsible for proving confidentiality upon the City receiving any valid public records request. The Respondent will be responsible for all cost involved in that process.

5.4. Solicitation Opening

5.4.1. Solicitation responses shall be publicly opened on the date and at the time specified in the online solicitation. It is the Respondent's responsibility to assure that their response is uploaded before the deadline date and time. Responses, which for any reason are not uploaded on time, will not be considered. Offers by fax, mail, private carrier or telephone are not acceptable unless otherwise specified. A response may not be altered after the closing of the solicitation.

5.4.2. If hard copies of the Solicitation response are requested, Solicitation documents shall be sealed in an envelope or packaging and shall be clearly marked with the words "Solicitation Response Documents" and show the solicitation name and number, name and address of the Respondent, and date and time of the scheduled opening. All solicitation documents shall be submitted in writing, signed by the Respondent or the Respondent's duly authorized agent, and shall be mailed or delivered to the office of the Purchasing General Manager prior to the date and time scheduled for the opening of responses.

5.5. The Purchasing General Manager, or designee shall publicly display solicitation responses submitted online.

5.6. A Respondent may withdraw a response any time prior to the close of the solicitation. After solicitations are closed, but prior to award of the contract by the City Commission or Charter Official, the City Commission or Charter Official may allow the withdrawal of a response because of the mistake of the Respondent in the preparation of the response document. In such circumstance, the decision of the City Commission or Charter Official to allow the response withdrawal, although discretionary, shall be based upon a finding that the Respondent, by clear and convincing evidence, has met each of the following four tests:

5.6.1. The Respondent acted in good faith in submitting the response,

5.6.2. The mistake in response preparation was of such magnitude that to enforce compliance by the Respondent would cause a severe hardship on the Respondent,

5.6.3. The mistake was not the result of gross negligence or willful inattention by the Respondent, and

5.6.4. The mistake was discovered and was communicated to the CITY prior to the City Commission having formally awarded the contract.

6. CLARIFICATION & ADDENDA

6.1. Questions and requests for clarification should be submitted through the City’s electronic solicitation system. Addenda are issued through the electronic system. If for some reason the City issues a call for hard copy responses, then information or questions concerning this solicitation may also be submitted to the City of Sarasota Purchasing Division, 1565 First Street, Room 205, Sarasota, Florida 34236, phone number (941) 263-6452, unless otherwise noted in the specifications. After the issuance of the solicitation, prospective Respondents or any agent, representative or person acting at the request of such Respondent shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any

Commissioner, agent or employee of the CITY other than the Purchasing General Manager or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been canceled or upon determination by the Purchasing General Manager that a "Cone of Silence" is in effect for the solicitation or upcoming solicitation. **If it is determined that improper communications were conducted, the Respondent may be declared not responsible**.

6.2. Detailed specifications describe the commodities, services or construction services to be acquired by the CITY. To be considered for award, a response must comply in all material respects with the specifications. **No alternate responses or deviations from the specifications will be accepted unless requested in the specifications or response form and as approved through written addendum.**

6.3. Each Respondent shall examine all solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing, submitted and received at least **eight (8) calendar days** prior to the date when responses are due; to the City of Sarasota Purchasing Division and the online solicitation system.

6.4. The CITY shall not be responsible for oral interpretations given by any CITY employee, representative, or others. Except at the pre-solicitation conference, every request for interpretation of the meaning of the plans, specifications or any contract documents, or for correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to the Purchasing General Manager or designee. **The issuance of a written addendum, this includes electronic transmittal through the City's online solicitation system, by the City's Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.** If any addenda are issued to this solicitation, the CITY will attempt to notify all prospective Respondents who have secured same; however, it shall be the responsibility of each Respondent, prior to submitting their response, to determine if addenda were issued and to make such addenda a part of their response. Acknowledgement to addenda receipt will be noted by each Respondent in the space provide on electronic acknowledgement Form# 1 or by other means as prescribed by the Purchasing Division. This may include electronic acknowledgement.

6.4.1. Should the Respondent find discrepancies in or omissions from the drawings and specifications, scope of work, or other documents attached hereto, or should they be in doubt as to the meaning, they should at once contact the Purchasing Division and obtain clarification prior to submitting a response.

6.5. **Governmental Restrictions**

6.5.1. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this solicitation prior to their delivery, it shall be the responsibility of the Respondent to notify the Purchasing Division at once, indicating in their letter or email the specific regulation which required an alteration. The CITY reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the solicitation or contract at no further expense to the CITY.

7. SOLICITATION/RESPONSE EXPENSES

Respondent shall bear all costs and expenses incurred in developing, preparing, and submitting responses to this solicitation.

8. IRREVOCABLE OFFER

Any response may be withdrawn until the date and time set for closing of the responses to this solicitation. All withdrawals must be requested in writing via email, letter, removal from the City's electronic solicitation system or FAX. Any response not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one-hundred and twenty (120) days to sell to the CITY the goods or services set forth in the attached specifications. Failure to respond, either by submitting a bid or proposal, or by submitting a "NO BID" Statement eliminates your firm for being able to participate in the protest of this solicitation in accordance with the City of Sarasota Procurement Code Section 2-366.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all responses, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the responses and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.1.1. The Purchasing General Manager may set as a minimum, the number of responses to accept for consideration of evaluation or award of a contract. This decision will be made based on Purchasing Division Policy and City Procurement Code and statutes. However, the Purchasing General Manager may determine that a single response is acceptable.

9.2. To be **responsive**, a Respondent shall submit a response which conforms in all material respects to the requirements set forth in the solicitation. To be a **responsible** Respondent, the Respondent shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the Respondent or any credible source. All information requests will be done through the Purchasing Division. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

9.2.1. The CITY may disqualify a Respondent from being awarded a CITY contract if the Purchasing General Manager determines, after an investigation, that the Respondent is "not responsible," based on a poor performance record with the CITY, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the Respondent is not capable of performing the contract.

9.3. Respondents are required to submit their prices, if pricing is required, on the pricing forms supplied by the CITY in the solicitation document. Responses, at the sole discretion of the CITY, may be deemed non-responsive if these solicitation forms are not used and duly signed by an authorized representative of the Respondent.

9.4. Unless otherwise stated in this solicitation specification, any contracts resulting from this solicitation are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this solicitation through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Sarasota Purchasing Policy and City Procurement Code. The CITY reserves the right to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the CITY's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.5. After award of this solicitation, the CITY reserves the right to add or delete items/services at prices or terms to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry wide market changes, the CITY may negotiate justified adjustments such as price, terms, etc., to the contract when the CITY, in its sole judgment, considers such adjustments to be in the best interest of the CITY. The City of Sarasota may or may not require the prospective Respondent to participate in negotiations and to submit additional technical information or other revisions to their response as may result from the negotiations.

9.6. If the contract awarded as a result of this solicitation is terminated, the CITY reserves the right to go to the next lowest **responsive** Respondent with the balance of the contract, unless otherwise stated in the solicitation specification.

9.7. The City of Sarasota reserves the right to refuse to award to any Respondent based upon prior contractual relationships between that Respondent, or a substantially related person or entity, and the CITY. This shall include, but is not limited to, situations in which the Respondent or, a substantially related person or entity, has had its contractual relationship with the CITY terminated or issued notice of default within three (3) years of the date of the issuance of this solicitation.

9.8. The CITY reserves the right that any company or subcontractor of that company that will have access to CITY facilities or property may be required to be screened to a level that may include but is not limited to; fingerprints, statewide criminal and juvenile records check. There may be fees associated with these procedures. These costs are the responsibility of the company or subcontractor of that company.

10. APPLICABLE LAWS

10.1. **Respondents must be authorized to transact business in the State of Florida.** A copy of the Registration Certificate and information should be submitted with response but is not required. **Registration must be completed before a contract can be signed.** Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the City of Sarasota, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Respondent shall not constitute a knowable defense against the legal effect thereof. This includes any revisions or as amended thereof. Any involvement with the City of Sarasota shall be in accordance with but not limited to:

10.1.1. **City Administrative Regulation and Ordinances**

10.1.1.1. City of Sarasota Procurement Code

10.1.1.2. Administrative Approval of Contracts, Ordinance 03-4440 and 07-4763

10.1.1.3. Amends administrative approval of contracts for City Manager, Director of Finance, and the Purchasing General Manager, Ordinance 07-4763

10.1.1.4. Travel Policy, Administrative Regulation 024.A008.0618

10.1.2. **Florida State Statutes**

10.1.2.1. Florida State Statute Chapter 287, Procurement of Personal Property and Services

10.1.2.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed responses received by the CITY. **Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after responses opening, whichever is earlier.**

10.1.2.3. It shall be the responsibility of the Respondent to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

11. NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE

11.1. The Purchasing Division will conduct a due diligence search of completed or pending litigation going back approximately five years.

11.2. Respondent may be required to provide additional information related to litigation related to negligence or breach of contract.

11.3. Failure to provide additional information, as requested, could result in the Respondent being declared nonresponsive.

11.4. Additionally, Respondents may be declared “not responsible” due to past or pending litigation that are relevant to the subject procurement such that they call into question the ability of the Respondent to assure good faith performance. This determination may be made by the Purchasing General Manager, after consultation with the City Attorney.

12. TAXES

This section may not be applicable to all solicitations. The City of Sarasota does not pay Federal Excise and State Taxes on direct purchases of tangible personal property or services. An exemption certificate will be provided to the contract holder upon issuance of a purchase order. This exemption does not apply to tangible personal property or services purchased by a contract holder for their use in the performance of an awarded contract based on this solicitation. Nothing herein shall affect the Respondent's normal tax liability. The CITY reserves the right, at the CITY's sole option, to issue Direct Purchase Orders for applicable supplies and equipment to be utilized in this project or service.

13. ERRORS AND OMMISSIONS

13.1. In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All responses shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

13.2. Approval by CITY of the successful Respondent’s work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful Respondent for the accuracy and competency of the successful proposer’s designs, drawings, specifications or

other documents and work pertaining to this solicitation. Additionally, approval by the City of the successful Respondent's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful Respondent for the project. After acceptance of the final plans, scope of work or other documents by the CITY, the successful Respondent agrees, prior to and during the execution of the project scope, to perform such successful services, at no additional cost to the CITY, as may be required by the CITY to correct errors or omissions on the plans, drawings, scope of work or other services prepared by the successful Respondent pertaining to the solicitation.

14. PUBLIC ENTITY CRIMES

In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public entities. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not be awarded or perform work as a Contractor/Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

15. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

15.1. In accordance with Florida State Civil Rights Act of 1992.

15.2. An entity or affiliate who has been placed on the **State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com.)** may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

15.3. The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.

15.4. It is the policy of the City of Sarasota to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

16. ROYALTIES AND PATENTS

16.1. The Respondent, without exception, shall indemnify and save harmless the CITY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention process, or article manufactured by the Respondent. The Respondent has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Respondent is based solely and exclusively upon the CITY alteration of the article. The CITY will provide prompt written notification of a claim of copyright or patent infringement.

16.2. Further, if such a claim is made or is pending, the Respondent may at its option and expense procure for the CITY the right to continue use or replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the Respondent and receive reimbursement if any as may be determined by a court of competent jurisdiction. If the Respondent uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the response prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. PURCHASING COOPERATIVE

It is the intent of this solicitation to include requirements and to obtain responses on behalf of the City of Sarasota and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this solicitation. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. The City of Sarasota will not be financially responsible for the purchases of other entities from this solicitation.

18. DELIVERY

Unless otherwise specified, all prices are to be **FOB-Destination**.

19. PRE-SOLICITATION CONFERENCE

19.1. Failure to attend a mandatory or non-mandatory pre-solicitation conference will relieve the CITY of any responsibility to notify a Respondent of additional requirements unless those questions or requirements are identified in the conference are submitted in writing.

19.2. Failure to attend a mandatory pre-solicitation conference will result in the Respondent being considered non-responsive.

19.3. Pre-solicitation conferences maybe held electronically, by phone conference or webinar depending on the nature of the solicitation and as determined by the Purchasing General Manager.

20. FUNDING

20.1. Solicitation is subject to the appropriation of funds in an amount sufficient to allow continuation of the CITY's performance in accordance with the terms and conditions of this solicitation. The CITY shall provide prompt written notice to the Respondent that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this solicitation, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the solicitation.

20.2. This City of Sarasota ***will not*** **reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the CITY. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

21. SUBCONTRACTING

21.1. Respondent shall obtain prior written approval of subcontractors and the work they will perform as stated in the scope of work. A subcontractor is defined as any entity performing work within the scope of the solicitation or project who is not an employee of the Respondent.

21.2. Respondent shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Respondent shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. All work performed for Respondent by a subcontractor or supplier will be pursuant to an appropriate agreement between Respondent and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of CITY. Respondent shall be fully responsible to CITY for all acts and omissions of the subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Respondent is responsible for Respondent's own acts and omissions.

22. TRAVEL EXPENSE

Travel expenses, if approved by the CITY, will be reimbursed in accordance with the City of Sarasota Administrative Regulation 024.A008.0618: "Travel Policy" whether or not the resulting contract provides for a different method.

23. PUBLIC RECORDS

Respondent acknowledges that all information contained within its response is a public record, as defined in Chapter 119, "Public Records", of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

24. INVOICING

All invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Respondent for correction and resubmission. Vendors shall not perform any service or provide products until they have been issued an approved Purchase Order.

25. TIME EXTENSION

25.1. Time Extension
The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

25.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the CITY and the successful Respondent, continue until completion at the same prices, terms and conditions. This must be approved in advance by the Purchasing General Manager or designated representative.

26. RIGHT TO AUDIT

The awarded Respondent shall maintain such financial records and other records as may be prescribed by the City of Sarasota or by applicable federal and state laws, rules, and regulations. The awarded Respondent shall retain these records for a period of five years after final payment, or until they are audited by the City of Sarasota, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the City of Sarasota, its designees or other authorized bodies.

27. E- VERIFY

27.1. Awarded Respondents should utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the awarded Respondent during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

27.2. (as of January 1, 2021) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated because of a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

28. PROTEST PROCEDURES

Protest procedures will be conducted in accordance with the City of Sarasota Procurement Code Section 2-366.

29. INSURANCE

29.1. The awarded Respondent, prior to the signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY. The policies shall be placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida and that meets a minimum financial **A. M. Best Company, Inc.** or approved alternate rating of no less than **"A", Excellent**. The CITY will accept a minimum rating for Worker's Compensation Insurance of **"B+, Good"**. The NAIC number for all Insurers will be noted to the right of the insurer's name in the section provided on the certificate of insurance. The City of Sarasota will not accept any indication or evidence of self-insurance made by the awarded Respondent, as it applies to any of the required insurance coverage. The Purchasing General Manager, or designee, reserves the right to waive, downgrade

or upgrade, or suspend requirements as determined to be in the best interest of the CITY. Any and all fully-executed contracts will require that the awarded Respondent be fully insured per the terms and conditions as follows herein:

29.2. **Mandatory Insurance Requirements**

29.2.1. **Worker's Compensation**

Worker's Compensation Insurance on behalf of all employees who are to provide a service for this Agreement, as required by Florida Statues Chapter 440 and Employers Liability with limits of not less than $100,000 per employee accident; $500,000 disease aggregate; and $100,000 employee per disease.

29.2.2. **Commercial General Liability**

Including but not limited to bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars combined single unit per occurrence, Two Million Dollars per location aggregate plus property damage insurance in the minimum amount of Five Hundred Thousand Dollars covering all work performed.

29.2.3. **Automobile Liability**

Including bodily injury, property damage liability for all vehicles owned, hired, leased, and non-owned, with limits of not less than One Million Dollars combined single unit per occurrence, $500,000.00 property damage and Two Million Dollars agregate covering all work performed.

29.3. **Additional or Option Insurance (Depends on project requirements.)**

29.3.1. **Umbrella Liability**

N/A unless being used to meet underlying coverage requirements.

29.3.2. **Liquor Liability**

All vendors serving alcohol as a result of the solicitation will be required to obtain Liquor Liability insurance.

29.3.3. **Miscellaneous Insurance** - All other types of insurance as required by the scope of work or specifications

29.3.4. **Professional Liability**

If applicable, in the minimum amount of One Million Dollars. **CCNA Consultants must have this insurance coverage.**

29.3.5. **Hazardous Material**

If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, no further work is to be performed in the area of the hazardous materials until the Project Manager and City's Risk Management Department has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project.

29.3.5.1. **Contractor/vendor's Pollution Liability**

For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under this Agreement including, but not limited to, all hazardous materials identified under this Agreement.

29.3.5.2. **Asbestos Liability**

For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under this Agreement.

29.3.5.3. **Disposal**

When applicable, the Contractor/vendor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate.

29.3.5.4. **Hazardous Waste Transportation**

When applicable, the Contractor/vendor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than $2,000,000 annual aggregate and provide valid EPA identification number. The Certificates of Insurance (COI) shall clearly state the hazardous materials exposure work being performed under this Agreement.

29.3.6. **Builder's Risk**

When applicable, special form coverage shall include, but not be limited to:

29.3.6.1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to this Agreement;

29.3.6.2. Theft coverage;

29.3.6.3. Waiver of Occupancy clause endorsement;

29.3.6.4. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;

29.3.7. Maximum deductible clause of $50,000 each claim.

29.4. **Additional Insured**

The City of Sarasota, its elected and appointed officials, employees and agents shall be listed by endorsement as additional insured, except for worker's compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insured.

29.5. **Certification of Insurance**

Awarded Respondent, prior to providing any services pursuant to this Agreement, shall furnish to the CITY proof of insurance, including, but not limited to a Certificate of Insurance referencing the City of Sarasota as "**additional insured**", except for worker's compensation and professional liability, and the effectiveness of all required insurance for awarded Respondent, and each of its subcontractors. The certificates of insurance shall state that the CITY will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of awarded Respondent. No work shall commence under this Agreement until the CITY's authorized representative has given written approval of the insurance certificates. Additionally, awarded Respondent has an affirmative obligation throughout the entire term of this Agreement to provide the City Manager and the Purchasing Division, 1565 1st Street, Room 205, Sarasota, Florida 34236 evidence of the continuation of all policies required of the awarded Respondent by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager and the Purchasing Division, 1565 1st Street, Room 205, Sarasota Florida 34236. **All insurance documents must show the solicitation number and title description and indicate that the awarded Respondent's insurance is the prime insurance.** CITY suggests that awarded Respondent obtain all policies on an occurrence form basis. If, however, the awarded Respondent determines to obtain claims-made policies, Respondent shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and Respondent shall be required to maintain "tail" coverage at the Respondent's own expense for a period of time as directed by the City Manager.

29.5.1. Additional insurance requirements may be noted in the scope of work or specifications. These insurance requirements will be in addition to those stated in these Terms and Conditions and not a replacement.

30. CONTRACT ADMINISTRATION AND SITE REVIEW

30.1. The Respondent shall carefully examine the site of the work and the contract documents for the work contemplated, and it will be assumed that the Respondent has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the contract documents. The Respondent shall inform themselves fully of the conditions under which the work is to be performed in relation to construction, services, commodities and labor conditions. Failure to do so will not relieve a successful Respondent of their obligations to

furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work or deliver the requested product or service for the consideration set forth in their response. Contracts may have more than one department or entity participating. Each participant will issue individual purchase orders and will be billed separately.

30.2. **Ownership of Documents**

It is understood and agreed that all documents, including detail reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful proposer, there under shall be delivered to and become the property of the CITY, prior to final payment to the successful Respondent at the termination of the agreement.

30.3. **Notice to Proceed (NTP) and Pre-Construction/Kickoff Meetings**

30.3.1. **Single Project**

All single (one-time solicitation) projects will have a notice to proceed (NTP) issued by the Purchasing Division before a purchase order can be issued. The notice to proceed (NTP) letter will be dated the same date as the pre-construction or kickoff meeting. The date of the NTP Letter and the Date in which work is to start can be no more than 30 days apart, unless otherwise approved by the Purchasing General Manager, or designee.

30.3.2. **Continuing Services**

A continuing service contract with a task order $50,000.00 or less will use the purchase order as the notice to proceed. The date of the purchase order will be the project start date. The number of days to complete the project or the project final completion date must be annotated on the purchase order. For a task order over $50,000.00 a formal notice to proceed (NTP) must be issued by the Purchasing Division in accordance with paragraph 28.3.1

30.4. **Work Progress and Delays**

The City Manager shall be entitled at all times to be advised in writing, at his request, as to the status of work being done by the successful Respondent and the details thereof. In the event the successful Respondent cannot satisfy the deadline specified in the project schedule, then it shall notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by the CITY or regulatory agencies as to the approval of any plans or permits submitted by the successful Respondent, when such delay will result in an overall delay of the project completion date, the City Manager shall grant to the successful Respondent, in writing, an extension of the agreement time equal to the as aforementioned delays. The City Manager shall be solely responsible for determining whether any extension of time should be awarded to the successful Respondent.

31. TERMINATION OF CONTRACT

The City of Sarasota reserves the right to terminate any contract, at any time, with or without cause.

31.1. **Termination for Default**

Awarded Respondent acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the contract, are material inducements to CITY entering into an agreement. Should awarded Respondent fail to perform any of the conditions, covenants and requirements of its part to be kept, the City Manager shall give written notice thereof to the awarded Respondent specifying those acts to things which must occur in order to cure said default. Provided, however, if awarded Respondent makes a good faith effort by taking steps to substantially cure the default, the City Manager may grant the awarded Respondent additional time to cure such default as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Manager may terminate the agreement, by written notice of termination, said notice specifying the time and date of termination.

31.2. **Termination for Convenience**

The performance of work under the contract may be terminated by the City Manager in whole or in part whenever the City Manager determines that termination is in the City of Sarasota's best interest. Any such termination shall be affected by the delivery to the awarded Respondent in a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the awarded Respondent shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

31.3. **Payment and Ownership of Documents upon Termination**

In the event of termination of the agreement, the vendor shall cease work and shall deliver to the CITY all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing the professional certification. The awarded Respondent shall reimburse the CITY for any stored items that the CITY has previously purchased. CITY shall upon delivery of the aforesaid documents, pay the awarded Respondent as full payment for its services hereunder, a sum of money equal to the percentage of the work done by the awarded Respondent and accepted as satisfactory by the CITY.

31.4. **Waiver**

Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default hereunder by the successful Respondent, should not be deemed to be a waiver of any default or breach by the CITY.

32. INDEMNIFICATION

32.1. **Non-Design Professional**

The CITY shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by awarded Respondent and its employees and agents of its obligations under the provisions of this agreement. The awarded Respondent shall indemnify and hold harmless the CITY, and agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account/or arising out of or resulting from any negligent act or omission of the awarded Respondent in the performance of the work. The CITY and awarded Respondent acknowledge that the first ten dollars ($10.00) of the compensation paid awarded Respondent for its work hereunder shall be deemed specific consideration for this indemnification. Awarded Respondent shall fund the foregoing indemnification by providing the insurance coverage's set forth below.

32.2. **Design Professional**

Awarded Respondent shall indemnify and hold harmless the CITY, its elected and appointed officials, officers, employees and agents, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fee, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the awarded Respondent or any person employed or utilized by the consultant in the performance of the contract. CITY and the awarded Respondent acknowledge that the first ten dollars ($10.00) of compensation paid awarded Respondent for its services hereunder shall be deemed specific consideration for the indemnification.

33. INSPECTION, ACCEPTANCE AND TITLE

33.1. Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The

contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist them in the expeditious handling of damage claims, the ordering agency will:

33.1.1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

33.1.2. Report damage (visible and concealed) to carrier and contract supplier, confirming such reports in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

33.1.3. Retain the item and its shipping container, including inner packing material, until the carrier and disposition given by the contract supplier perform inspection.

33.1.4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

33.2. The awarded Respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the City Manager.

33.3. All remedies therein before and therein conferred on the CITY shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

34. COMPLETION OF WORK OR PROJECT

The awarded Respondent will complete all work or services for the contract price and within the contract time of number of calendar days specified per approved Task Order/ Purchase Order for all work (except warranty items) in accordance with the contract documents. The number of completion days may be specified in the scope of work, specifications or the response form. For continuing services contracts, all task orders will be complete within 30 days of the date the purchase order is approved or by the date and/or number days specified in the task order scope. The estimated completion days or date may also be documented on the purchase order.

35. SCRUTINIZED COMPANIES

35.1. Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a response for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a response for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria

35.2. At the time a company submits a bid or a proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List or is engaged in business operations in Cuba or Syria. This is a required form as part of the vendor registration with the City of Sarasota.

36. CONTRACTS FOR SERVICES (SECTION 119.0701, FLORIDA STATUTES)

36.1. This statute requires any public agency (which includes municipalities) to; in addition to other contract requirements provided by law, include a provision in each contract for services that requires the contractor to comply with the public records laws. Specifically, the contract must require the contractor to:

36.1.1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

36.1.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided

in this chapter or as otherwise provided by law.

36.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

36.1.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

37. DISCLAIMER OF JOINT VENTURE

The successful Respondent and CITY shall warranty and represent that by the execution of an agreement it is not the intent of the parties that the agreement be construed or deemed to represent a joint venture or an undertaking between CITY and the successful Respondent. The successful Respondent shall be solely responsible for the conduct of all activities and services provided by the successful Respondent as part of its business operations. While engaged in carrying out and complying with terms of the agreement, the successful Respondent is an independent contractor and not an officer or employee of the CITY. The successful Respondent shall not at any time or in any manner represent that it or any of its agents or employees is employees of the CITY.

38. PUBLIC RECORDS

As required by Section 119.0701, Florida Statutes, RESPONDENT hereby specifically covenants to comply with the public records laws of the State of Florida. RESPONDENT specifically covenants to:

(a) Keep and maintain public records required by CITY in order to perform the Project Scope of Services.

(b) Upon request from CITY, provide CITY 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) 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 Agreement term and following completion of the Agreement if RESPONDENT does not transfer the records to CITY.

(d) Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of RESPONDENT or keep and maintain public records required by CITY to perform the Project Scope of Services. If RESPONDENT transfers all public records to CITY upon completion of the Agreement, RESPONDENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RESPONDENT keeps and maintains public records upon completion of the Agreement, RESPONDENT shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to CITY upon request from CITY in a format that is compatible with the information technology systems of CITY.

(e) **IF RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

SHAYLA GRIGGS, CITY AUDITOR AND CLERK

SHAYLA.GRIGGS@SARASOTAFL.GOV

(941) 954-4160

1565 FIRST STREET

SARASOTA, FL 34236

Survey:
Please click on the link below and tells how we are doing. Your feedback is very important. We need to know what we need to change to improve our process for you and your company.
Please Click here to complete survey.

CITY OF SARASOTA
REQUEST FOR PROPOSAL
TERMS AND CONDITIONS
Version 06.17.20
Standard RFP

1. QUALITY GUARANTEE/WARRANTY

1.1. Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new, unused, and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise stated in the specifications. All warrantees will begin from the date of final completion.

1.2. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the proposer shall furnish to the CITY, no later than ten (10) business days prior to the RFP opening date, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the CITY in evaluating the substitution. Such information is submitted through the Purchasing Division. Any such substitution shall be subject to CITY approval through the issuance of a written addendum by the CITY's Purchasing Division. Substitutions shall be approved only if determined by the CITY to be an **Approved Alternate** to the prescribed specifications.

1.3. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the CITY. Items must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

1.4. The equipment must be warranted for twelve (12) months, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service.

1.5. If any product does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this RFP, the vendor shall pick up the product from the CITY at no expense to the CITY. The CITY reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to CITY any money which has been paid for same.

2. INTERPRETATION OF ESTIMATED QUANTITIES

2.1. The estimated quantities of work to be done and materials to be furnished under this contract, provided in the RFP forms, are to be considered as approximate only and are to be used solely for the comparison of proposals received. The CITY does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the proposer plead misunderstanding or deception because of such estimate of quantities or of the character, location

or other conditions pertaining to the work. Payment to the Contractor/Vendor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract documents, and it is mutually understood that the quantities may be increased or decreased as provided in the specification without in any way invalidating any of the unit or lump sum prices submitted.

3. BONDS (IF REQUIRED)

3.1. RFP GUARANTY (IF REQUIRED)

A RFP Guaranty for continuing/annual services will not be required unless stated in the specifications or special conditions. The Purchasing General Manager may require a letter of bondability on continuing/annual services contracts. All bonds, cashier's checks, or letters of credit shall require the proposer to forfeit proposal security upon a refusal or failure to execute the contract within ten days of issuance of the notice of award of contract. If the contract is then awarded to the second ranked proposer, the bond or other form of security shall be applied to compensate the CITY for the difference in price between the lowest and second lowest price offered.

4. RESERVED RIGHTS

4.1. The CITY reserves the right, in the sole opinion of the CITY, to require oral presentations or discussion from all selected respondents, at the discretion of the Evaluation Committee, derived from the evaluation and selection process herein described during any stage of the evaluation and/or selection process

5. PROPOSAL SETUP

Proposals must be submitted in an electronic/digital PDF file upload to the solicitation through the CITY's electronic solicitation program (currently Bidsync) unless otherwise stated in the Supplemental Instructions. Proposal responses are limited to a maximum of 150 single sided pages and should include a Table of Contents which is bookmarked according to the Tabs listed below.

If a hard copy proposal is requested, the it should be submitted in a 3- ring binder. Binder must not be larger than 2" in thickness. If hard copies are requested, a total of one original and five printed copies need to be included. This information should be included on the front cover. Example: ORIGINAL or COPY 1 of 5 etc.… Include 1 electronic copy on a compact disk (CD) or a flash drive.

Pages must be numbered to verify quantity whether electronic/digital or hard copy. Tab dividers, electronic/digital tab dividers, and Table of Contents are excluded from the page count. Proposal must have a front cover or title page (electronic/digital PDF) that contains the following:

Company Name
Number and Title of the Request for Proposal
Due Date of Proposal

Electronic copy should include any bid spreadsheets as provided by the CITY. Electronic copy should include a consolidated copy of the proposal in one PDF file. **DO NOT SEND HARD COPIES UNLESS INSTRUCTED TO DO SO IN THE SOLICITATION DOCUMENTS**.

Tab I. Executive Summary (Category 1)
One-page summary of what your company is proposing on the contract.

Tab II. Qualifications (Category 1)

1. Company Information

    a. A brief company history.

    b. How many years has your organization been in business as a provider of the products and services you're proposing to offer under this solicitation?

    c. How many years has your organization been in business under its' present business name?

    d. Location of the office where the project will be produced. Include the name and titles of those members of the project team that are permanently assigned to the project office.

        i. How many years at this present project location?

            1. How many full-time employees?

        ii. How many years at prior project location?

        iii. Is the work to be shared amongst employees working out of different proposer office locations? If so, what is the allocation of personnel and related work they are to perform

    e. Under what other or former names has your organization operated?

    f. If your organization is a corporation, answer the following:

        i. Date of incorporation

        ii. State of incorporation

        iii. President's name

    g. If your organization is a partnership, answer the following:

        i. Date of organization

        ii. Type of partnership (if applicable)

        iii. Name(s) of general partner(s)

    h. If your organization is individually owned, answer the following:

        i. Date of organization

        ii. Name of owner

    i. If the form of your organization is other than those listed above, describe it and the name of the principals.

    j. Financial Responsibility.

        i. Bank reference: any other information the applicant may wish to supply to verify financial responsibility. Unless there is a clear statement that the

Contractor/Vendor is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime Contractor/Vendor with whom the CITY would contract and all other firms shown as team members would be sub-consultants.

k. Experience

i. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification.

Tab III. Key Personnel (Category 2)

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organizations and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s).
    a. The proposed relationship between key members and support staff and aspects of work each will be responsible for performing.
    b. A list of all employees authorized to enter a contract on behalf of the company.
2. Identify all sub-contractors to be used on project(s).
    a. Provide a brief narrative for each sub-contractor and the work experience, field(s) of specialization, education, and certifications for key team members.

Tab IV. Service (Include similar projects) (Category 3)

Describe your service facilities in terms of square feet, equipment, service response time, number of technicians, and inventory in stock. If facilities are not applicable to this solicitation, then state "Facilities Not Applicable". Please include valuation of equipment if construction related.

In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service accomplishments that should be considered with your ability to provide timely, quality product or services to the City of Sarasota?

Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.

Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five- (5) years for the City of Sarasota.

Tab V. References (Category 3)

1. Complete the electronic Form #8 through the CITY's current online solicitation program. Provide a minimum of four (4) references that include the institution name, address, phone number, email, and contact's name and position.
    a. Please notify your references that they will be receiving an electronic survey related to this solicitation.
2. You may include in this tab
    a. Letters of recommendation by other references.

b. A list of completed projects similar in scope to project under consideration, references to include owners' contact person, telephone number and email.
c. Any outstanding accomplishments of the firm that relates to the specific services being sought.
a. Any Quality Assurance and Value Engineering Programs. **Failure to complete Form #8 (Reference List) may make your company non-responsive.**

Tab VI. Proposal Requirements (Category 4)
State how you plan to provide your product or service based on the evaluation criteria and specifications list in the RFP.

Tab VII. Required Forms (Category 5 Including Local Preference)
CITY forms and required qualifications must be completed in the electronic solicitation system. Items not completed may result in the Contractor/Vendor being declared nonresponsive.
Hard copies of forms are not required if the electronic forms are completed online. The only forms that should be included in this section are the ones that require you to download, completed and uploaded.
If a hard copy is required, CITY forms listed as part of the RFP must be completed.

Tab VIII. Pricing Proposal (Category 6 if applicable)
This is only included if the evaluation criteria require a score based on price. The electronic solicitation will have a pricing sheet that must be downloaded, completed, and uploaded to the electronic solicitation system. The solicitation may also require that a lump sum amount be filled in under a line item pricing. Failure to fill out and upload the pricing sheet provided may result in the respondent being declared nonresponsive.

6. CHANGE ORDERS (IF APPLICABLE)

6.1. The CITY may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The City of Sarasota will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the City Manager, Contractor and the Architect/Engineer, if applicable, prior to the commencement of the modified work. The City Manager may only approve an adjustment to the contract price that does not exceed 10% of the contract price or $200,000.00, whichever is less in accordance with Ordinance 03-4440.

6.2. The CITY reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the CITY. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

1) Material
2) Delivery

3) Direct Labor
4) Taxes
5) Rental rates
6) Fringe Benefits
7) Overhead
8) Profit
9) Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The City of Sarasota will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not listed by unit price.

Surety and other bonds, when required, are premiums applied to the total contract amount. Adjustments and allowances for increased bond costs will only be considered on the net increase to the total contract amount after consideration of both quantity reductions, quantity increase and other work price adjustments.

6.3. Changes in contract time will only be considered for documented weather impacts, additional work directed by the CITY, reductions in work directed by the CITY, stoppage of work when directed by the CITY or other causes of delay not attributable to the Contractor. Delays by others, such as utility companies, may not necessarily be compensated by the CITY and the Contractor may need to seek compensation from the third party for the delay.

7. PRICES, TERMS, AND PAYMENTS

7.1. **Discounts**
Cash discounts for prompt payment shall not be considered in determining the lowest net cost for RFP evaluation purposes.

7.2. **Mistakes**
Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

7.3. **Condition and Packaging**
It is understood and agreed that any item offered or shipped as a result of this RFP shall be a new, current standard production model available at the time of the RFP. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

7.4. **Safety Standards**
Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standard there under.

7.5. **Underwriter's Laboratories**
Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall carry UL re-examination listing where such has been established.

7.6. **Invoicing and Payment**
The Contractor/Vendor shall be paid upon submission of properly certified invoices to the CITY at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

of goods or services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order and the Contractor/Vendor's Federal Employer Identification Number. An original copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

7.6.1. **Payments Based on Percentage Markup**

Proposals that are awarded and include or provide for a percentage markup on goods purchased will require the Contractor/Vendor to submit the wholesale invoice with the Contractor/Vendors invoice which should include or provide a list of goods purchased in order to verify the correct markup percentage was applied.

7.7. **Additional Quantities**

For a period not exceeding one (1) year, unless otherwise stated in the scope of work, from the date of acceptance of this offer by the CITY, the right is reserved to acquire additional quantities at the same unit price. If additional quantities are not acceptable, the RFP price sheets must be noted "Price is for specified quantity only".

7.7.1. **Additional Quantities-Lump Sum and Unit Pricing Contracts**

The CITY and Contractor/Vendor may add additional work items to the contract at any time, provided a fair and reasonable not to exceed, lump sum or unit cost can be agreed upon by both parties unless otherwise specified in the specifications or scope of work.

7.7.2. **Additional Scope of Work**

The CITY may unilaterally require, by written order, changes altering, adding to, or deducting from the contract specifications, provided that such changes are within the general scope of the contract. The CITY may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the CITY may solicit separate solicitations to satisfy them.

7.8. **Additional Terms and Conditions**

Additional Terms and Conditions may be listed in the items listed in Section 2 otherwise no additional terms and conditions included with the RFP response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect to this RFP. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general special conditions in this RFP solicitation are the only conditions applicable to this RFP and the proposer's authorized signature affixed to the RFP Acknowledgement Form attest to this.

7.9. **Advertising**

In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

7.10. **Assignment**

Any purchase order issued pursuant to this RFP invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

7.11. **Contract Term**

Unless otherwise stated in the scope of work, specifications, or supplemental instructions the default contract term shall be one (1) year with two (2) one (1) year renewals for a total of three (3) years.

8. DIRECT PURCHASE

8.1. The CITY reserves the right, at the CITY's option, to direct purchase materials, equipment, and furnishings involved in the project, including subcontracts, if any. The selected Contractor/Vendor, and all subcontractors, if any, shall comply with the CITY's Direct Purchase Procedures, including but not limited to those listed below.

8.1.1. Within 15 days of the posted date of the Notice of RFP Action, the selected Contractor/Vendor shall submit a list of potential Direct Purchase items for the CITY's consideration. The intent is for single items or large quantities of single items of approximately $5,000.00 or more to be considered for Direct Purchases. The parties acknowledge that CITY may be directly purchasing some of the material and/or equipment necessary for the project so as to save the sales tax which would otherwise have been due with regard to same.

8.1.2. Along with the list, the Contractor/Vendor shall also include the price quotes from the suppliers from the proposal, including any terms and conditions negotiated with the suppliers. The Contractor/Vendor is **responsible** for selecting the supplier, specifications, material receipt, inspecting shipments and assuring that the material is in accordance with the specifications. In the event the CITY determines to make any Direct Purchase of material and/or equipment for the Project, the Direct Purchase will be authorized by a deductive change to the agreement. The deductive change for the Direct Purchase shall reduce the contract amount otherwise due from the CITY to the Contractor/Vendor by the cost to be paid by the CITY for the material and/or equipment to be directly purchased by the CITY and by the sales tax saved by the CITY directly purchasing the material and/or equipment. The Contractor/Vendor retains all responsibility for an acceptable finished product and is **responsible** for maintaining the project schedule. The CITY's **Direct Purchase** mechanism to effectuate tax savings in no way effects the obligation of the Contractor/Vendor to meet all of the terms and conditions and all provisions and technical specifications of the RFP and resultant contract document. The Contractor/Vendor shall be **responsible** for ensuring all materials and items in his care, custody and control regardless of whether directly purchased by the CITY or not. The materials directly purchased by the CITY for inclusion into the project are subject to the same terms and conditions as any and all other items of the contract.

8.1.3. The Direct Purchase items selected, and upon request of an order by the Contractor/Vendor, the Purchasing Department will issue a Direct Purchase order to the Contractor/Vendor's or subcontractor's source at the price proposed in the Contractor/Vendor's or subcontractor's proposal, less sales tax. The CITY reserves the option to issue the Direct Purchase Orders to the CITY's annual contract vendors or State contract vendors for comparable or lower prices but will subtract from the contract the price shown on the Contractor/Vendor's or subcontractor's proposal. For construction management projects, items for Direct Purchase will be identified by or before the construction documents phase.

8.1.4. It will be the Contractor/Vendor's sole and complete responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the item as ordered and at the time and place needed by the Contractor/Vendor.

8.1.5. The Contractor/Vendor shall take delivery, unload, store and install the materials and equipment purchased on the Direct Purchase Order in accordance with the proposal, protect and maintain in proper condition; and work with the supplier to repair, replace, and make good any defect without cost to the CITY, until such time as the scope of work by the Contractor/Vendor has been completed and accepted by the CITY. The Contractor/Vendor will be **responsible** for undertaking and completing any returns of direct purchase materials or equipment and working with the supplier to effectuate any warranties for defective materials or equipment, or resolving any problems related to the direct purchase materials and equipment. The Contractor/Vendor will coordinate corrective action. Any returns not

replaced shall be credited to the CITY and acknowledged by a supplement to the Direct Purchase Order and amendment to the Contractor/Vendor's application for payment. The Contractor/Vendor shall not be **responsible** for warranting the materials and equipment to the CITY; however, the Contractor/Vendor shall be responsible for maintaining the supplier's warranty of the material or equipment purchased by Direct Purchase Order by the CITY. The Contractor/Vendor shall maintain records of all direct purchases received and incorporated into the work and provide the CITY with a monthly accounting.

8.1.6. When delivery of a Direct Purchase Order is complete, or a payment is to be made on a partial shipment, the Contractor/Vendor will immediately submit to the CITY the invoice and documentation supporting the goods received. Invoices for Direct Purchase Orders will be sent by the direct purchase vendor to the Contractor/Vendor. The Contractor/Vendor will verify delivery and sign the invoice and associated documentation supporting the amount of the payment. Payment will be made by check mailed to the direct purchase vendor as of the next available check run of the CITY. The Contractor/Vendor will assist the CITY in assuring prompt payment by supplying the supplier's FEI numbers, addresses, phone numbers, etc.

9. CONFLICT OF INTEREST

9.1. The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the City of Sarasota or any of its agencies. Further, all proposers must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

9.2. Proposals Submitted by Members of Advisory Boards of the City of Sarasota

9.2.1. Section 112.313(7), Florida Statutes (1989), prohibits an advisory board member from holding any employment or contractual relationship with any business entity, which is doing business with the CITY.

9.2.2. Section 112.313(12), Florida Statutes (1989), provides that an advisory board member will not be in violation of the prohibition in Section 112.313(7), Florida Statutes (1989), if:

9.2.2.1. The RFP award is determined by a selection committee, approved by the Purchasing General Manager, to the most advantageous proposer. In addition, the advisory board member is required prior to or at the time of the submissions of the proposal, file a statement with the Supervisor of Elections of Sarasota County, disclosing their interest and the nature of the intended business. The form, which should be used, is entitled Form #2, "Form 3A Interest in Competitive RFP for Public Business," A copy of this form has been provided as part of the online qualifications in the electronic solicitation system. In the event a hard copy is requested, Form #2 will be provided in the Forms Section or you may contact the City of Sarasota Purchasing Division.

9.2.2.2. The advisory board member, their spouse or child is required to have in no way used or attempted to use their influence to persuade the CITY or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

9.2.2.3. The advisory board member, their spouse or child is required to have in no way participated in the determination of the RFP specifications or the determination of the lowest or best proposer.

9.2.3. All of the three- (3) above conditions are required to be satisfied in accordance with the Florida Statutes. The filing of the disclosure form with the Supervisor of Elections of Sarasota County is the sole responsibility of the proposer and must be filed prior to or at the time of submission of the proposal. A copy of the completed disclosure form shall be submitted to the Purchasing General Manager prior to or at the time of submission of the proposal. Failure of the proposer to comply with the provisions of this paragraph may result in the rejection of the proposal.

9.3. The following reasons include, but are not limited to, rejecting proposals or disqualifying Proposers: a Proposer submits more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names; evidence of collusion among those making proposals; previous participation by the Proposer in collusive proposals on work for the City of Sarasota; the Proposer submits an unbalanced proposal in which the prices for some items are out of proportion with the prices for other RFP items; there is uncompleted work for which the Proposer is committed by contract which, in the judgment of the CITY, might hinder or prevent the prompt completion of the work under this contract if awarded to such Proposer; any material change in qualification or a material misrepresentation.

9.4. Non-government Conflicts

9.4.1. A proposer shall not submit a response or enter into a contract with the City of Sarasota if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:

9.4.1.1. The proposer's contract with another customer or entity will be averse to the interest of the City of Sarasota; or

9.4.1.2. There is a significant risk that the interest of the City of Sarasota will be materially impacted by the proposer's responsibilities to a current customer or entity, a former customer or entity or any other third party.

9.4.2. Notwithstanding the existence of a conflict of interest under paragraph (a), a proposer may submit a proposal and enter a contract with the City of Sarasota if:

9.4.2.1. The proposer reasonably believes that the they will be able to provide competent and diligent representation to each affected customer or entity and.

9.4.2.2. The conflict of interest is not prohibited by law.

9.4.2.3. The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the proposer in the same project or other proceeding involving State or Federal agencies: and

9.4.2.4. Each affected customer or entity gives informed consent, confirmed in writing by the Purchasing General Manager.

9.4.3. It shall be the sole responsibility of the Purchasing General Manager to determine if the criteria applicable to a conflict of interest or exception from same have been met.

10. PENALTIES, AND NON-CONFORMANCE TO CONTRACT

10.1. **Products and Supplies Validation**

Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services or by others acceptable to the City of Sarasota. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statues. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in RFP and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting Contractor/Vendor. Any violation of these stipulations may also result in:

The City of Sarasota discontinuing purchases or services from the Contractor/Vendor.

All CITY departments being advised not to do business with the supplier without written approval from the Purchasing Division until such time as supplier reimburses the CITY of all procurement and cover costs.

10.2. **Non-Conformance to Contract (Non-construction)**

If the awarded Contractor/Vendor is not fulfilling the terms of the RFP, to include delivery date, the City of Sarasota will initiate the following procedures:

First Notice: Written warning describing unsatisfactory work rendered or non-performance of term of the RFP. The Contractor/Vendor will be given 10 working days to respond to this notice.

Second Notice: Issuance of a second written notice after ten-business day will assess the Contractor/Vendor a $100.00 penalty fee per day for unsatisfactory work, non-delivery, or non-performance of contract. The fee will not be charged if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.

10.3. **Attorney's Fees**
Should it become necessary for the CITY to bring any action against the successful proposer to enforce any of the covenants, provisions or conditions of the agreement, the successful proposer will pay all costs attendant thereto, including reasonable attorney's fees to the attorney

11. AWARDS

11.1. The City of Sarasota, Florida, reserves the right to make award(s) by individual item, group of items or services, all or none, or a combination thereof. The CITY reserves the right to reject any and all proposals or to waive any minor irregularity or technicality in the proposals received. Award will be made to the most **responsible** and **responsive** proposer within the evaluation criteria chosen for basis of award.

11.1.1. If multiple evaluations are completed the following process will be followed:

11.1.1.1. The first evaluation will be ranked based on the scores from the selection criteria point values. Points are totaled, and proposers ranked according to each evaluation committee members total points.

11.1.1.2. **Ranking Method.** The City of Sarasota uses the Dense Ranking ("1223" ranking) Method. In dense ranking, items that compare equal receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee members scores. Thus, if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A gets ranking number 1 ("first"), B gets ranking number 2 ("joint second"), C also gets ranking number 2 ("joint second") and D gets ranking number 3 ("third").

11.1.1.3. Subsequent evaluations will be accomplished by simply ranking the proposers. Point values will not be totaled. Proposals will be ranked in sequential order with one (1) being the highest ranking.

11.2. The CITY reserves the right to award to one or multiple proposers at the discretion of the requesting authority and approval of the Purchasing General Manager.

11.3. In respect to the proposals, the CITY shall make such recommendations to the City Commission, if applicable, as they shall deem proper, at the earliest practicable meeting of the City Commission. The City Commission shall elect to reject all proposals, accept the proposal of the most **responsible** and **responsive** proposer, or re advertise the project for new proposals. In the event the most **responsible** and **responsive** proposal for a project exceeds the available funds, the CITY, may negotiate an adjustment of the proposal price with the most **responsible** and **responsive** proposer, in order to bring the total cost of the project within the amount of available funds.

11.4. Pricing

11.4.1. If alternates are included in the pricing sheets, points will be calculated based on unit pricing of the base bid.

11.4.2. If used, pricing will be calculated using the following formula: The Proposer with the lowest Price Proposal will be awarded the maximum score of listed above. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is $150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of $160,000.00 will receive points calculated as follows: $ 150,000.00/ $160,000.00 = .9375

11.4.3. The Purchasing General Manager reserves the right to waive the scoring of pricing using the standard formula and allow subjective scoring by the RFP Committee members. The Purchasing General Manager reserves the right to eliminate the pricing category after proposals are received.

11.5. Exception Scoring RFP Proposal (Non-CCNA Only)

11.5.1. If only one proposal is received the RFP Committee may choose to accept the proposal without scoring, provided:

11.5.1.1. The proposal meets economic factors beneficial to the CITY

11.5.1.2. The proposal specifications and scope of work are acceptable to the Committee and the Project Manager.

11.5.1.3. A supermajority vote of the Committee.

11.5.1.3.1. Supermajority vote to accept proposal.

11.5.1.3.2. A majority acceptance vote will require the proposal to be scored.

11.5.1.3.3. A single proposal may be rejected with a majority of negative vote

11.5.1.3.4. Vote must be documented on a letter approved by the Purchasing Division.

12. PAYMENTS

12.1. **Florida Prompt Payment Act**
When the work has been completely performed by the Contractor/Vendor and approved by the Department Director, the unpaid balance for completed work of the contract, less any sums that may be deducted will be paid in accordance with the Florida Prompt Payment Act.

12.2. **Progress Payments**
Progress payments may be made for partial delivery of a product or partial completion of service. Progress payments will be done in accordance with the final contract or agreement.

13. SAMPLES

13.1. Samples of items when called for must be furnished free of expense on or before RFP opening time and date, and, if not destroyed, may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, RFP number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after RFP opening date. If instructions are not received within this time, the City of Sarasota shall dispose of the commodities.

14. PREFERABLE PRODUCTS

14.1. **Environmentally Preferable Products**
The City of Sarasota is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products and services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

14.2. **Buy America**

The City of Sarasota is committed to the procurement of products and services that are produced or manufactured in America. We encourage all Contractor/Vendors to buy American made materials and products.

15. PROFESSIONAL STANDARDS

15.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable

15.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City Manager may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

15.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the agreement.

15.3.1. The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City Manager shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price of otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

16. MINIMUM REQUIREMENTS

16.1. Previous experience in the performance of projects of a similar nature.
16.2. The individuals/firm warrants that they are fully qualified, with adequate personnel, resources, and experience to undertake the services required within a reasonable timeframe.
16.3. Registered under the State of Florida to perform the services required for this project. Registration Certificate to be provided by the Florida Department of State, Division of Corporations, establishing your firm as eligible to conduct business in the State of Florida. Please refer to website: www.sunbiz.org

END OF SECTION

CITY OF SARASOTA
Local Preference and Ties
TERMS AND CONDITIONS
Version 03.17.20
CMR-Design Build-Standard RFP

This document contains the requirements to qualify as a local vendor/contractor for the benefit of local preference. This document also contains procedures on how tie bids will be handled, as well as recommendations for local hiring practices.

Vendors/contractors do not have to be a local vendor/contractor to submit a solicitation response.

1. LOCAL PREFERENCE, LOCATION POINTS, AND TIE BREAKERS

Note: Local preferences do not apply to Local Agency Program, Federal Funded projects, where prohibited by grant funding. Does not apply to CCNA.

PLEASE READ CAREFULLY

1.1. **Definitions:**

1.1.1. Local city business means the vendor has (i) a valid Local Business Tax Receipt, issued by the City of Sarasota at least one year prior to a bid or proposal submission, to do business within the City of Sarasota that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within the City of Sarasota from which the vendor is operating or performing its business, and at which it maintains full-time employees who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes, including but not necessarily limited to social security and medicare.

1.1.2. Local county business means the vendor has (i) a valid Local Business Tax Receipt, issued by Sarasota County at least one year prior to a bid or proposal submission, to do business within Sarasota County that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within Sarasota County from which the vendor is operating or performing its business, and at which it maintains full-time employees (as defined in City of Sarasota Purchasing Ordinance) who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes, including but not necessarily limited to social security and Medicare.

1.1.3. Non-local business means any vendor that does not meet either the definition of local city business or local county business.

1.1.4. In order to be eligible for local preference, the vendor must provide a copy of the occupational license/Business Tax Receipt

1.2. **Local Preference (NON CCNA)**

1.2.1. Request for proposals, qualifications or other submittals and competitive negotiation and selection. For all other competitive solicitations in which specified factors used to evaluate the responses from vendors are assigned point totals, the City Commission, or its purchasing designee, shall give a preference to a local city business or local county business by giving additional points to each as follows: ten (10) additional points (out of 100) to a local city business, and five (5) additional points (out of 100) to a local county business.

2. Ties

2.1.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

2.1.2. In the event of any tie (in the ranking criteria), after the above listed preferences or location points are calculated, the following may take effect:

2.1.3. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

2.1.4. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect.

2.1.5. Between a local city or county business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local city or county business.

2.1.6. In the event of any tie between a local city business and a local county business, the local city business shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

2.1.7. In the event of any tie between a local city business and another local city business, or a local county business and another local county business, the local vendor with the greatest number of full-time employees (full-time employee as defined in City of Sarasota Procurement Ordinance 12-5009) working in the City of Sarasota or Sarasota County respectively, shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

2.1.7.1. In the event of any tie between a local city business and another local city business, or a local county business and another local county business and has the same number of full time employees the local vendor with a Drug Free Work Place program in accordance with Section 287.087, Florida State Statutes, shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

2.1.7.2. Preference must be given to vendors submitting a certification with their bid proposal certifying they have a drug-free work place in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

2.1.7.3. Preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that is has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

2.1.7.4. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2.1.7.5. Inform employees about the dangers of drug abuse in the work place, the business policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

2.1.7.6. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section 43.3.7.4.

2.1.7.7. In the statement specified in section 43.3.7.4, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

2.1.7.8. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

2.1.7.9. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

2.1.8. In the event of any tie between a local city business and another local city business, or a local county business and another local county business, and has the same number of full time employees and the local vendor has a Drug Free Work Place program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable

2.2. **Local Hiring**

The City of Sarasota local hiring initiatives do apply to the awarded bidder(s). The City of Sarasota encourages all Contractors/Vendors to hire local residents for all bids, quotes, proposals, and solicitations within the Sarasota area. Suncoast Workforce will assist the company awarded the bid with these efforts. Please be aware it is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ local residents before any other person, when hiring additional employees needed to complete proposed work to be performed.

Suncoast Workforce Board Inc.
DBA Career Source Suncoast
3660 N. Washington Blvd.
Sarasota, FL 34234
Phone: 941.358.4200
Fax: 941.358.2820

City of Sarasota
Submittal Acknowledgement

Solicitation Number: 23-30JS

Solicitation Title: State Lobbying Services

Company Name:

Company Address:

Company City: Company State: Company ZIP:

Contact Name:

Contact Phone Number (include area code):

Contact Email (Required):

Are you claiming local preference: ☐ Yes/ ☐ No If yes, you must include this in your profile setup.

(1) Employer Identification Number -or- (2) Social Security Number: ** The City of Sarasota collects your social security number for tax reporting purposes:

In submitting this Solicitation, the respondent makes all representations required by the Instructions to respondent and further warrants and represents that: Respondent has examined copies of all the Solicitation Documents and acknowledges that all addenda have been reviewed.

Addendum No. through Addendum No.

City of Sarasota, Sarasota, Florida
In the event of an emergency, Respondent will provide priority service for the City of Sarasota.
CONTINUITY OF OPERATION DURING EMERGENCY? YES ☐ NO ☐

The undersigned, as Respondent, hereby declares that no person or other persons other than the undersigned are interested in this Solicitation as Principal, and that this Solicitation is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications for said service for the prices as listed on the previous pages.

THIS FORM MUSE BE SIGNED BY A PERSON AUTHORIZED TO ENTER INTO CONTRACTS FOR THE COMPANY.

Name of Respondent (Print or Type)

Title of Respondent

Signature of Respondent

Your firm must be authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:

2. The person submitting the bid is: Name Position

3. The business entity with which the person submitting the bid is associated is:

4. My relationship to the person or business entity submitting the bid is as follows:

5. The nature of the business intended to the transacted in the event that this bid is awarded is as follows:
   a. The realty, goods and/or services to be supplied specifically include:
   b. The realty, goods and/or services will be supplied for the following period of time:
   c. Will the contract be subject to renewal without further competitive bidding? ☐ Yes ☐ No if so, how often? ssss

6. Additional comments:

7. Signature Date Signed Date Filed

FILING INSTRUCTIONS

If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5,000.00.

Employees:

City Residents: the employee's residence is located within the City of Sarasota City limits

County Residents: the employee's residence is located within Sarasota County, but outside the City of Sarasota City limits.

Non-Local Residents: the employee's residence is located outside Sarasota County

DBE/DPP: The full me emplo yees that are considered to be minority, female gender or have a veteran status.

Full-me E mployees: The employee works greater than 30 hours per week or greater than 1560 hours per year.

Part-me E mployees: The employee works less than 30 hours per week or less than 1560 hours per year.

Expected New Hire Employees: Employees expected to be hired to complete the work specified in this proposal.

Employee Residence Sta s cs: List number of employees in each category

	City Residents	County Residents	Non-Local Residents	DBE/DPP	TOTAL
Current Full-me Employees					
Current Part-me Employees					
Expected New Hire Full-me Employees					
Expected New Hire Part-me Employees					
Sub-Contractor's Full-me Employees					
Sub-Contractor's Part-me Employees					

Contractor/Vendor References

Name of Company Submitting bid:

References

Contact Person & Title:			
Email Address:		Phone No.	
Company Name:		Fax No.	
Mailing Address:			
City:		State:	Zip
Type of commercial work contracted:			

Contact Person & Title:			
Email Address:		Phone No.	
Company Name:		Fax No.	
Mailing Address:			
City:		State:	Zip
Type of commercial work contracted:			

Contact Person & Title:			
Email Address:		Phone No.	
Company Name:		Fax No.	
Mailing Address:			
City:		State:	Zip
Type of commercial work contracted:			

Contact Person & Title:			
Email Address:		Phone No.	
Company Name:		Fax No.	
Mailing Address:			
City:		State:	Zip
Type of commercial work contracted:			

Three of the references above will received electronic surveys from the Purchasing Division. Email addresses are required. Please ensure that your references are willing to complete the electronic survey. Failure to received survey results may result in your company being declared nonresponsive.

REQUEST FOR PROPOSAL
23-30JS STATE LOBBYING SERVICES

Purpose

The City of Sarasota, Florida, is seeking proposals from qualified and experienced individuals/firms to lobby the legislature and executive branches of the State of Florida. The proposing individuals/ firms shall possess the necessary skills and qualifications to provide legislative and administrative advocacy support on behalf of the City of Sarasota as well as assist with state appropriation and funding requests for the City projects as directed by the City Commission; have a good track record of securing funds for their clients and in keeping clients informed on the progress of projects as they move through the system, and to provide guidance on City and public involvement in the process.

Scope of Services

The Consultant shall provide services and advice including, but not limited to the following:

1. Assist the City Commission and City staff in the coordination and development of the City's legislative priorities.
2. Assist City Departments in the preparation of appropriation requests.
3. Inform relevant City staff of any relevant meetings or events for staff or elected officials to attend pertinent to the City's legislative priorities.
4. During the legislative session, maintain daily contact and report at least weekly on the status of, appropriation requests, any legislation, and matters of concern to the City. Such reports may include personal briefings and information bulletins pertinent to any state legislation, rules, regulations, policies, or programs that affect the City and its citizens either directly or indirectly. Such reports should also be specifically tailored to the legislative priorities of the City of Sarasota. A report shall be submitted at the end of each business week detailing legislative action taken during the week, status of appropriation requests and legislative items, and anticipated action during the upcoming week. A final report which summarizes the status of the City's legislative priorities shall be provided within one week of the closing of the session. A more detailed follow up report on specific legislation affecting the City shall be provided within a reasonable time period, not to exceed 60 days after the close of the session.
5. Review on a continuing basis all existing and proposed State policies, programs, and legislation, and regularly inform the City regarding identified issues that may affect the City and/or its citizens.
6. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local government lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
7. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special session(s) at which specific issues delineated within the City's adopted legislative priorities are scheduled, as well as other items which may arise that affect the City.
8. Provide periodic written reports, at least monthly, when the legislature is not in session, and weekly during session, on matters of interest or concern to the City. Such information

may include action taken at interim committee meetings, status of studies underway, and advance notice of legislation being proposed.

9. Track progress on studies that may positively or negatively affect the City or its citizens and regularly inform the City.
10. Provide access to Consultant's tracking system, if available, to view City of Sarasota's bill tracking list.
11. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislature session, extended or special sessions and at legislative committee meeting.
12. Appear and testify before legislative committees as required, to promote and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative priorities.
13. Upon request, coordinate appointments/meetings between the City's Elected Officials and City staff and appropriate state officials and legislators.
14. Develop a strategy for support, defeat, or amendment of pending legislation.

Litigation, administrative hearings and rule challenges are outside the scope of this agreement and would be handled, if required, under a separate agreement and separate compensation.

Proposals shall be designed to demonstrate the complete range of services available through the firm and how those services may best support and promote the City in its legislative initiatives. It is the intent of the City to select one or more consultants to supply the service necessary to represent the City, as defined herein. The Consultant(s) chosen by the City must agree to be available at all times upon reasonable request to meet with the City Manager, City Commission, City staff, and others as specified in order to perform the responsibilities assigned, and to attend and represent the City at any legislative committee meeting or meetings with the governor, Cabinet, or Cabinet members, or State agencies on matters covered under the scope of this Request for Proposals.

Sarasota's form of government is known as Commission-Manager. There are five City Commissioners, two are elected at-large and three are elected from single-member districts. All elections are nonpartisan. In April of each year the Commissioners select a Mayor and Vice-Mayor from among their members. The City Commission appoints a City Manager, a City Auditor and Clerk and a City Attorney, who are known as "Charter Officials". The City Manager's Office is responsible for management and coordination of legislative services.

Proposal Experience, Ability, and Approach

1. Location of firm and date established.
2. List of current clients and number of years representing such clientele.
3. List of issues and results within the last five (5) years in which the firm has represented a local government entity (e.g., municipality, city, special district or other authority) as a lobbyist.
4. List of specific issues (sufficient to provide a general overview of the scope of representation the firm provides private clients) within the last five (5) years in which the firm has represented a private entity (e.g., individual, corporation, partnership, etc.) as a lobbyist by giving the following information:

a. Nature of entity represented.
b. Issues raised in the representation.
c. Ultimate outcome of the identified matters.

5. Disclose any potential conflicts of interest due to any other clients, contracts, or property interests. Include a notarized statement certifying that no member of your firm's ownership, management, or staff currently have a vested interest which might be considered a conflict of interest. Failure to submit this information with your proposal may result in the rejection of your proposal.
6. Any intention to subcontract the services of any other firms. If so, proposing firm must submit the same information for each and every firm, as applicable, with and as part of the proposal. The proposal shall identify the role of the other firm, percent of work to be subcontracted, and the need/benefit to the City as a result of these services.
7. Explain how the firm approaches the legislative cycle to advance the City's legislative program.
8. State, in detail, specific experience and role in the subject areas listed below, if not stated elsewhere in the RFP, and provide examples of similar work performed for other cities. Examples may overlap with those provided to support other sections.
    - Home rule authority
    - Charter changes
    - Public safety
    - Land use / Zoning
    - Planning
    - Water resources
    - Transportation initiatives
    - Work force / Economic development
    - Affordable Housing
    - Homelessness
    - Mental Health
    - Environmental initiatives
    - Vacation Rentals
9. Any other qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the City's consideration of the firm regarding this Request for Proposals, including activities and positions held in state and national professional organizations.

Other General Responsibilities

1. Raise, discuss, and recommend any affirmative legislation action that may benefit the City.
2. Develop and evaluate strategy for the support, opposition, and amendment of pending legislation before the state and/or county commission.
3. Assist the City of Sarasota in obtaining state permits, funding and grants.
4. Coordinate appointments and meetings with legislators and City Commissioners and City staff when necessary and be prepared to participate as required.
5. Appear and testify before state agency hearings, rule-making proceedings, and other administrative agency or legislative meetings, when necessary to promote and seek passage of legislation affecting the City of Sarasota.

6. Testify and lobby, as necessary, before the state legislature and Governor on behalf of the City of Sarasota during the annual legislative session, extended or special sessions, and at legislative committee meetings.
7. Prepare briefing sheets, talking points and any other materials needed for meetings, and assist in the preparation of testimony before legislative committees.
8. Advise when City representatives may be required in person in Tallahassee to address issues of particular interest to the City and prepare backup information and talking points for these sessions.
9. Assist in the development, preparation and management of state appropriations requests and necessary forms.
10. Provide a written legislative session wrap-up presented orally before the Commissioners, summarizing the legislative activity and the effect that approved legislation will have on the City of Sarasota.
11. Ensure coordinated effort on any appropriations activities with the City Manager.
12. Research and gather socioeconomic and other information to support the City's issues, to heighten the state government's awareness that the City has significant and demonstrated needs and in general, that the City has not historically received its "fair share" of legislative attention.
13. Pertinent duties and actions with state relations as required.
14. Maintains a presence in Tallahassee.
15. May be asked to work with the City of Sarasota's Federal Lobbyist on particular issues.

Cost

The City of Sarasota requests a cost proposal, all-inclusive of any expenses incurred and associated with lobbying efforts, including but not limited to general operating expenses, overhead, and profit; for a consultant to provide the services requested in this Request for Proposal. Payment for reimbursable travel expenses will be in accordance with City Policy and Procedures and Florida State Statutes Section 112.061 "Per diem and travel expenses of public officers, employees, and authorized persons".

Contract Term

The initial contract period shall be for **three (3) years**. Upon mutual agreement and subject to available funding, this agreement may be extended for **two (2) additional one (1) year periods**, at the same terms and conditions.

Consultant Fee

The Consultant fee shall be paid in twelve (12) equal monthly installments, the total amount per year as on the RFP Pricing Form. This fee shall be "full loaded" with all profit, overhead, travel, copy and miscellaneous expense. No additional compensation shall be paid.

Scoring Criteria

Category	Category Title	Category Description	Proposal Tab(s)	Points (Non-CCNA)
1	Qualifications of Company	Includes company qualification and company information. Company Introduction and Executive Summary.	Tab I and II	20
2	Personnel	Personnel qualifications.	Tab III	15
3	Services/References	Services (past projects) and references that support your comments on the products or services you provide. Past customers related experience with your company.	Tab IV and V	5
4	Proposal Requirements	Details on how you plan to provide your products or services based on the specifications or scope of work provided in this solicitation or proposal request.	Tab VI	25
5	Local Preference	Calculation of points base on the local preference described in the Terms and Conditions.	Tab VII	10
6	*Pricing (Non-CCNA)	Cost of product or services as calculated using formula.	Tab VIII	25
			Total Score	100

Scoring categories correspond to proposal tabs as set in the Terms and Conditions

***Price Scoring (Non-CCNA)**

The Proposer with the lowest Price Proposal will be awarded the maximum score of listed above. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is $150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of $160,000.00 will receive points calculated as follows:
$ 150,000.00/ $160,000.00 = .9375
.9375 x 25 = 23.4375 23.44 Points Awarded
*** The above calculation is an example and is included for clarification purposes only.***

Question and Answers for Bid #23-30JS - State Lobbying Services

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 31, 2023 5:00:00 PM EDT

BALLARD | PARTNERS

SOLICITATION 23-30JS
State Lobbying Services

August 8, 2023

Headquarters:
201 East Park Avenue
5th Floor
Tallahassee, FL 32301
T 850.577.0444

Local Office:
1343 Main Street,
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Tab I - Executive Summary (Category 1)

Ballard Partners, founded in 1998, has been a force in Florida politics and government for over two decades. In Florida, Ballard Partners statewide presence consists of nine offices located in Tallahassee, Sarasota, Tampa, Jacksonville, Fort Lauderdale, Miami, Orlando, West Palm Beach, and Fort Myers. Each office has a team of professionals with vast governmental affairs, strategic communications and coalition building experience who are deeply connected in their respective communities. The firm has grown into Florida's top government affairs practice, one of the top firms in Washington, D.C., and recently opened offices in Los Angeles, Boston, Tel Aviv, Istanbul and Abuja/Lagos, Nigeria.

Ballard Partners specializes in all aspects of governmental and public affairs, including legislative advocacy and administrative issues affecting executive agency decisions. Our philosophy is simple: We combine extensive government experience with unwavering advocacy to maximize clients' results. We bring a broad range of governmental and political expertise to meet the needs of our clients. Our lobbying and public affairs work is grounded in our collective years of experience, a keen understanding of local, statewide, and federal politics, and effective representation in a myriad of policy areas which impact government across a spectrum of areas.

The Firm comprises 52 professional, full-time governmental consultants with substantial backgrounds in legislative and administrative issues across all levels of government from municipalities to the nation's Capital. The Firm's continued success is the result of our team members' emergence from the senior ranks of both the legislative and executive branches of Florida and the federal government. Our professional staff includes three former legislators, two former Governor's chiefs of staff, Lieutenant Governor's chief of staff, gubernatorial policy directors, legislative committee staff directors, two previous Florida Executive branch agency secretaries, congressional staff, and senior leaders from local government. Combined with our experienced administrative support staff, we offer a close-knit, effective team to address our clients' respective needs.

We represent an extensive client list and we have been privileged to represent a number of diverse clients for over two decades, working in partnership to achieve many successes. The focus of the Firm's services includes the advocacy for passage and defeat of legislation, policy, and appropriations relevant to the client. These accomplishments require our lobbying team to work closely with House and Senate leaders, budget chairs, key congressional members and their staff, and the White House.

We are passionate, persuasive advocates who maximize results for the clients we serve. The Firm is engaged at the highest levels of government and are able to meaningfully promote the City of Sarasota's legislative advocacy agenda. In addition, we are the only major Florida lobbying firm that has a full-time, Sarasota office presence. Our Sarasota office, located in downtown Sarasota, is led by Ballard Managing Partner Todd Josko, a Sarasota native and Riverview High School graduate. Todd has extensive professional and personal contacts in Sarasota County, and is an active member of the Argus Foundation, Greater Sarasota Chamber of Commerce, and other organizations.

Tab II - Qualifications (Category 1)

1. Company Information

a. A brief company history

Ballard Partners, founded in 1998, has been a force in Florida politics and government for over two decades. In Florida, Ballard Partners statewide presence consists of nine offices located in Tallahassee, Sarasota, Tampa, Jacksonville, Fort Lauderdale, Miami, Orlando, West Palm Beach and Fort Myers. Each office has a team of professionals with vast governmental affairs, strategic communications and coalition building experience who are deeply connected in their respective communities. The firm has grown into Florida's top government affairs practice, one of the top firms in Washington, D.C., and recently opened offices in Los Angeles, Boston, Tel Aviv, Istanbul and Abuja/Lagos, Nigeria.

b. How many years has your organization been in business as a provider of the products and services you're proposing to offer under this solicitation?

25 years.

c. How many years has your organization been in business under its present business name?

25 years.

d. Location of the office where the project will be produced. Include the name and titles of those members of the project team that are permanently assigned to the project office.

Our Tallahassee office is the Firm's headquarters and the primary office for legislative advocacy work. Work provided for the City of Sarasota under this agreement will be conducted by Ballard Partners primarily from our Tallahassee office but also in cooperation and coordination with our Sarasota office. Across our various offices, the Firm comprises 52 professional, full-time governmental consultants with substantial backgrounds in legislative and administrative issues across all levels of government from municipalities to the nation's Capital. The primary team members for the City of Sarasota are Brian Ballard, Firm president; Mathew Forrest, Partner Tallahassee and West Palm Beach; and Todd Josko, Managing Partner Sarasota. Mat Forrest will serve as project lead. Beyond these primary contacts, all of the Firm's principals will be utilized as necessary. Please find detailed bios for team members located in Tab III.

e. Under what other or former names has your organization operated?

Smith, Ballard, Bradshaw and Logan, P.A.
Smith, Ballard and Logan, P.A.
Ballard and Logan, P.A.
Smith and Ballard, Inc.

f. If your organization is a corporation, answer the following:

i. Date of incorporation - 1998

ii. State of incorporation - Florida

iii. President's name - Brian Ballard

g. If your organization is a partnership, answer the following: N/A

h. If your organization is individually owned, answer the following: N/A

i. If the form of your organization is other than those listed above describe it and the name of the principals. N/A

j. Financial Responsibility. N/A

k. Firm Experience

Legislative advocacy is the cornerstone of our practice. While no two clients or local governments are the same, we believe the complex needs of local governments across the board are similar. We are confident that we would be able to provide the City of Sarasota with effective representation in Tallahassee for your legislative advocacy needs.

The team will work with City personnel to outline specific project goals and priorities. Once priorities and goals are established, we will develop and communicate an approach for accomplishing those legislative, budgetary, and policy needs. We will immediately begin to implement the strategy by identifying and working with key legislators and legislative committee staff. We will also maintain an active and ongoing engagement with appropriate local leadership, as well as key committee chairs, key policymakers, and staff of the legislative and executive branches.

Legislative Appropriations:

Our team is highly successful in identifying and obtaining state financial support for our clients. The appropriations process is one that is constantly changing. Our team members understand this evolving process and have developed relationships with the elected officials that oversee Florida's budget. The process of obtaining funding can be a vastly different process from year to year, and our involvement is a continual exercise. Obtaining positive results for our clients requires a constant presence among decision makers and staff members responsible for implementation.
Listed below are the various appropriations items Ballard Partners successfully obtained during the 2023 Legislative Session. These accomplishments required our lobbying team to work closely with House and Senate leaders, budget chairs, key legislative members and their staff, and the Governor's Office.

Requestor	Project / Line Item	Funding Amount
Pensacola State College	Pensacola State College Career and Technical Charter Academy	$7,000,000
Pensacola State College	Roadway / Parking / Asphalt Improvement / Replacement	$2,630,498
Seminole State College	Workforce, Science & Technology Center (Building B), Altamonte Springs	$4,376,555
Seminole State College	Student Success Center, Altamonte Springs	$377,665
Miami Dade College	Rem/Ren Fac 14 (Gym) for Justice Center North	$5,089,953
Miami Dade College	Rem/Ren Classrooms, Labs, Support Services in Facilities 1,2,3,5,7,13 and Site (North)	$13,314,498
FAMU	Chemical and Biological Research Laboratory Center	$9,289,563
FAMU	Howard Hall	$13,587,872
FAU	Florida Atlantic University - Architecture, Design, Planning, and Engineering for College of Dentistry	$30,000,000
DMF Employment Opportunities	Bridging the Gap for Employment of Adults with Unique Abilities	$400,000
Broward County Public Schools	Broward County Student Athlete Mentoring Pilot Program	$250,000

Versaturm	Procurement of a connected Threat Management System	$845,000
Teach Florida	Security Funding in Jewish Day Schools	$3,500,000
MorseLife	Holocaust Curriculum Funding to Achieve Statutory Standards	$2,050,000
Teach Florida	David's Helping Hand	$255,000
YMCA of Southwest Florida	Arcadia Speer Center Renovation	$500,000
Simon Wiesenthal Center, Inc.	Florida Mobile Museum of Tolerance	$2,500,000
Teach Florida	Security Funding in Jewish Day Schools	$1,500,000
Miami Dade College	Full STEM Forward: Building Continuity in the STEM Workforce Pipeline	$2,000,000
Wildlife Corridor	UF: Florida Ecological Greenways Network	$1,875,000
FAMU	College of Pharmacy; Peaden Education Campus, Crestview, FL	$1,500,000
FAU	Enhancing and Expanding Florida's Nursing Workforce at All Levels	$4,261,000
Max Planck	FAU - Max Planck Florida Scientific Fellows Program	$889,101
FAU	Florida Atlantic University - Establishing a Doctor of Dental Medicine Program	$5,000,000

Citrus Health Network	Graduate Medical Education (GME) - Psychiatry	$1,344,447
St. Francis Reflections Lifestage Care	200 PACE Slots in Brevard County	$7,107,528
Miami Learning Experience School	Job Readiness	$670,330
Boca Raton Habilitation Center	HabCenter Programs in Education, Art, and Recreation	$175,000
Camillus House	Phoenix Human Trafficking Recovery Program	$350,000
Citrus Health Network	Housing Deposit Assistance for Youth and Families	$250,000
DSS, Inc.	DCF State Hospital Behavioral Health Electronic Medical Records	$7,701,252
Big Bend Homeless Coalition	Refurbishment of HOPE Shelter for Families	$1,095,068
Big Bend Homeless Coalition	Refurbishment of HOPE Shelter for Families	$1,866,973
Hillsborough County BOCC	Hillsborough County Short Term Residential Treatment Facility	$1,584,000
Citrus Health Network	Adult Crisis Stabilization Unit	$1,000,000
UF Health	University of Florida Health Center for Psychiatry and Addiction	$500,000

Cove Behavioral Health	Men’s Residential Bathroom Renovations	$115,000
Hope Healthcare	Hope Connections -Feeding Frail Seniors (Glades & Hendry)	$400,000
Epilepsy Florida	Florida Epilepsy Services Program (FESP)	$832,364
ACOG District XII	Improve Health Care for Florida's Mothers: Assuring Quality Florida's Hospital Levels of Care	$300,000
The Promise Fund of Florida	The Promise Fund of Florida	$250,000
Florida Podiatric Medical Society	Diabetic Shoe Awareness Program	$250,000
Lee Health	Lee Health Mobile Health Services Unit	$1,100,000
Nova Southeastern University	Veterans Access Clinic at Nova Southeastern University	$5,000,000
Miami Lighthouse for the Blind and Visually Impaired	Florida Heiken Children's Vision Program LLC, a division of Miami Lighthouse	$1,750,000
UF Health	Senior Care Patient Home Monitoring Post Hospitalization	$725,000
Tampa General Hospital	Behavioral Health Hospital	$10,000,000
Mount Sinai Medical Center	Aventura Free-Standing Emergency Department - Generator Expansion	$1,000,000

Lions Eye Institute for Transplant & Research	Pediatric Vision Center - LEITR Partnership with USF Eye Institute	$450,000
City of Cape Coral	Cape Coral Emergency Operations Center Expansion	$9,000,000
The Fire Watch Project, Inc.	The Fire Watch Project, Inc.	$250,000
SpidrTech	Victim Notification Pilot Program	$70,000
Youth Opportunities Inc.	Rate Increases for DJJ Residential Private Providers/Direct Care Staff	$17,200,008
Florida Network of Youth & Family Services	NetMIS - Network Management Information System and Child in Crisis Evaluation	$700,000
Florida Network of Youth & Family Services	Maintenance for CINS/FINS DJJ Private Providers/Direct Care Staff	$5,035,567
City of Pensacola	Escambia County Gun Violence Reduction	$850,000
Broward County Sheriff's Office	Broward County Sheriff's Office Digital Forensic Unit Expansion	$525,821
Broward County Sheriff's Office	Broward County Sheriff's Office Real Time Crime Center Expansion	$2,390,399
Broward County	Nancy J Cotterman Center Advocacy Program	$438,000
Selah Freedom	Programs & Services for Victims of Sex Trafficking & Exploitation	$1,000,000

Southern Waste Information eXchange (SWIX)	Storm Debris and Agricultural Plastic Waste Market Enhancement Initiative	$1,345,514
Feeding Florida	Feeding Florida Healthy Food Initiative	$6,500,000
City of Cape Coral	Historic Caloosahatchee Shoreline Preservation Project	$2,000,000
City of Cape Coral	Cape Coral Northeast Reservoir Water Transmission Main & Pump Station	$5,000,000
City of Miami	Miami Drainage Improvements SW 27th Street from 27th Ave to SW 30th Ave	$1,605,000
Town of Lantana	Watermain Replacement	$1,200,000
City of Hallandale Beach	Hallandale Beach Rehabilitation of Lift Stations #10, #11, and #15	$945,000
City of Hallandale Beach	Hallandale Beach Rehabilitation of Lift Station #5 and Force Main Project	$500,000
City of Jacksonville	Jacksonville Christobel Septic Tank Phase-Out	$750,000
City of Largo	Largo Central Park Restroom Facility	$300,000
Loggerhead Marine Center	Improving Water Quality & Coastline Cleanliness	$250,000
Strategic Digital Services	National Deer Association/Southeastern Deer Partnership Conservation Awareness Campaign	$200,000

Loggerhead Marine Center	Lifesaving Water Treatment System for Sick or Injured Sea Turtles	$250,000
Safe Port Terminals	Safety/Security Detection Pilot Program at Florida Ports	$1,000,000
Village of North Palm Beach	Lighthouse Drive Bridge Replacement	$270,000
JAXPORT	JaxPort Crane Replacement	$30,000,000
City of Miami	Miami - Tamiami Boulevard Roadway Reconstruction	$1,000,000
Martin County	South County Line Road Replacement	$3,000,000
WINLearning	Florida Ready-to-Work	$2,000,000
Boca Raton Habilitation Center	Supported Employment: HabCenter Community Integrated Employment	$150,000
Boca Raton Habilitation Center	Supported Employment: HabCenter Community Integrated Employment	$50,000
Kitson / Babcock Ranch	Babcock Ranch Community Playground for Children of All Abilities	$1,500,000
City of Pensacola	Veterans Memorial Park Restroom and Educational Center – Pensacola	$750,000
Cox Science Center and Aquarium	Cox Science Center Expansion	$5,000,000
YMCA of the Palm Beaches	YMCA of the Palm Beaches New Construction	$1,250,000

City of Cape Coral	Cape Coral Satellite Emergency Operations Center/Fire Station No. 10 Replacement	$1,000,000
City of Miami	Miami Fire-Rescue Training Center Renovation	$1,661,000
Martin County	Martin County Public Safety Training Tower	$1,000,000
City of Jacksonville	Jacksonville Fire and Rescue Department Emergency Rescue & Response Equipment	$855,000
WeatherSTEM	Florida Severe Weather Mesonet	$1,476,000
Hillsborough County BOCC	Hillsborough County Emergency Operations Center Improvements	$2,500,000
Franklin County First Responders	Upgrade to existing EDACS to P25 for SLERS-2 Compatibility	$1,500,000
Liberty County Sheriff's Office	Upgrade to existing EDACS to P25 for SLERS-2 Compatibility and fire department radios	$800,000
Dixie County	Replace non-approved DMR system by purchase of equipment for law enforcement, fire and rescue services	$2,000,000
DMS	Replacement of portable and mobile radios and associated accessories for local governments that operate on SLERS	$6,000,000
Gilchrist County Combined Communications System	Replace non-approved DMR system by purchase of equipment for law enforcement, fire and rescue services	$1,955,000

Town of Palm Beach	Special Category Historic Preservation Grants Project - Resilient Little Red School House	$442,195
Hillsborough County BOCC	African-American Arts and Cultural Center	$5,000,000
FAMU	Operational Support: Elevating & Sustaining Student Success	$10,000,000
FAU	Operational Support	$15,000,000
UF Health	University of Florida - Health Science Operational Support	$10,000,000
Pensacola State College	Operational Support	$23,910,000
	TOTAL	$ 348,183,171

Securing an allocation in the annual General Appropriations Act is always a difficult task. In 2023, House members submitted over 3,000 budget requests seeking more than $4.65 billion to help fund local projects. Senators filed over 2,000 requests totaling more than $5.63 billion, with many of the Senate proposals overlapping House requests. Just securing a line is an accomplishment but, of course, surviving the Governor's line item veto is the final test. This year the Governor vetoed 333 projects worth over $510 million. Of those projects, almost half, 166, were local government projects.

We are proud of our ability to work with all of our clients to help them submit strong applications that have the highest chances of not only landing in the budget, but also surviving the Veto list. We have reviewed the City's Scope of Work and are confident that Ballard Partners can provide the meaningful, comprehensive representation required to advance the City's projects, policies, and programs at the state level.

Tab III – Key Personnel (Category 2)

Our distinct advantage comes from our highly skilled, bipartisan team. Our Partners join our Firm after serving in senior positions at the highest levels of local, state, and federal government, business, politics, and media. Our team includes former elected officials, agency secretaries, chiefs of staff, county managers, policy directors, political leaders, and grassroots experts. We are passionate and persuasive advocates who have cultivated lifelong relationships with key leaders and decision makers throughout the state and country. We operate as a team, and each member noted below will work directly with City leadership and staff.

The key personnel assigned to the City will be Brian Ballard, Firm President; Mathew Forrest, Partner, Tallahassee and West Palm Beach; and Todd Josko, Managing Partner, Sarasota. Beyond these primary contacts, all of the Firm's principals will be utilized as necessary. We believe it is our combined expertise, history working together as a team and relationships at all levels of government that will be uniquely beneficial to the City's interests. All representatives of the Firm may be contacted through our Tallahassee office.



Brian Ballard
President

Brian has earned a reputation as a tireless, persistent and effective advocate for his clients' interests. He has been recognized in The Hill: Top Lobbyists / Hired Guns 2021, 2020, Florida Trend's 2021, 2020 Most Influential Business Leaders, named a member of Vanity Fair's "New Establishment for 2019″, and listed among the 18 to watch in 2018 by Politico Playbook Power List. His accomplishments have spanned over 25 years and includes legislative successes on hundreds of policy and funding initiatives in Florida and Washington, DC.

Brian has taken his passion for politics and policy to the national scene, opening up Ballard Partners' Washington, DC office in February 2017. He is spearheading the firm's successful efforts with a first-class bi-partisan government relations team that represents clients across the federal landscape and impacting a myriad of domestic and foreign affairs issues.

As one of the top political insiders in Florida and Washington, Brian's political portfolio includes meaningful roles in several presidential and gubernatorial campaigns. He chaired the Florida Finance Committee of Republican presidential nominees John McCain in 2008, Mitt Romney in 2012 and Donald J. Trump in 2016. Additionally, Brian has served as vice chairman of the Presidential Inaugural Committee and was appointed as a member of the Presidential Transition Finance Committee. Recognizing his formidable fundraising and political skills, the Republican National Committee tapped Brian to serve as the Finance Vice Chairman to help build resources for key national races.

Brian and his wife Kathryn were honored to be selected by three Florida Governors to plan and execute their inaugural ceremony and events, serving as Co-Chairs of the inauguration for Governor Ron DeSantis, Governor Rick Scott and Governor Charlie Crist.

Among his important public service experience, Brian currently serves on the Board of Trustees for the John F. Kennedy Center for the Performing Arts. He previously served on the U.S. and Foreign Commercial Service Advisory Council, after appointment by the U.S. Secretary of Commerce. He also directed the transition and assisted in the U.S. Senate confirmation of Governor Bob Martinez as the Director of the Office of National Drug Control Policy (Drug Czar) in the Executive Office of the President.

As chief of staff in the Executive Office of the Governor, Brian developed a special interest in environmental issues. Among his accomplishments, he served as chief architect of Preservation 2000, the largest public acquisition program for environmentally sensitive lands in the nation. He also served as Florida's chief negotiator with the U.S. Department of the Interior to end offshore drilling along the state's southeast coastline and the Florida Keys. The American Lawyer magazine rated Brian as one of America's top rated lawyers in the field of Energy, Environmental and Natural Resources law.

Committed to community service, Brian has been a member of the Council of 100, the Collins Center for Public Policy, Florida Governor's Mansion Foundation, and the City of Tallahassee Architectural Review Board. He has received Florida's highest award for historic preservation recognizing his efforts involving preservation of historic buildings. In 2016, Brian and Kathryn were inducted into Florida State University's Francis Eppes Society for their philanthropic support to the University.

Before establishing Ballard Partners, Brian served as managing shareholder for Bryant Miller Olive P.A. He currently serves as counsel to Panza, Maurer & Maynard, P.A. He received both his Bachelor of Science degree in Business Administration and his Juris Doctorate from the University of Florida, where he was later inducted into the University's Hall of Fame.

Brian will oversee the Firm's advocacy efforts on behalf of the City of Sarasota. His primary focus will be to advance the identified agenda with key legislative members, respective committee chairs, executive agencies, and the Administration.

Brian has devoted the entirety of his career to working with governmental entities. His early experience with both the Executive Office of the President and the Executive Office of the Governor of the State of Florida set the standard for his pursuit of excellence in private practice. Since beginning his private-sector career, he has lobbied extensively on a myriad of issues, and the list of his clientele runs the gamut from non-profit organizations to global corporations.



Mathew Forrest
Partner, Tallahassee and West Palm Beach

Mat began his career in governmental affairs in the West Palm Beach Mayor's Office serving in three different administrations. He joined Ballard Partners in 2007 and works with clients in a variety of fields including local governments, gaming, arts & culture, tourism, and transportation.

Mat is a passionate advocate for local governments and has represented a select handful for over a decade. Through these many Sessions he has been a positive force for protecting home rule and advocating for unique solutions that help his specific local governments

Mat works extensively in the legislative appropriations process. For years he has helped guide clients through the complicated process of creating projects and defining them for successful inclusion in the annual General Appropriations Act that is passed by the Legislature. Mat's clients have secured funding for such things as stormwater infrastructure, transportation improvements, cultural facilities, crime prevention, park improvements, beach renourishment and many more. He has also been a successful advocate for larger budget issues that do not qualify as member projects such as PECO funding for higher education clients and pay raises for various law enforcement officers.

He resides in West Palm Beach with his wife, Jillian, and three young children. Personally, Mat is an avid traveler, outdoor enthusiast, and endurance athlete. He is very involved in a variety of local and national philanthropies including Pi Kappa Alpha and the Boy Scouts of America.

Mat will serve as Team Lead for the City and as the liaison to the Ballard Partners Team. He will manage the overall responsibilities in advancing the City's identified legislative agenda. This includes coordinating and attending meetings with members and staff of state government, respective House and Senate committees and various agency officials.



Todd Josko
Managing Partner, Sarasota

Todd Josko brings to Ballard Partners over 20 years of experience in state and municipal government relations, public affairs, strategic communications, and political strategies.

As founder and president of a Tampa-based public affairs firm that he led for 15 years, Todd has helped Fortune 500 companies and trade associations successfully resolve governmental and regulatory challenges, particularly on issues affecting growth, transportation, economic development, and water quality.

Todd formally held a senior level position with an international strategic communications firm and has advised many national, state and local Republican candidates. He served as the Florida West Coast Field Director for Jeb Bush's successful 1998 gubernatorial campaign, Florida West Coast Field Director for Bob Dole's 1996 presidential run, and as a legislative assistant within the Florida House of Representatives.

Todd holds a Master of Science degree in Political Science from Florida State University and a Bachelor of Science degree in Finance from the University of Florida.

Todd will serve as your primary local point of contact. He will provide local and statewide support to the City, communicating with elected local officials, and other local political and civic leaders. He will coordinate those local and statewide efforts with the Tallahassee team, help better contextualize policy and appropriations requests and leverage local third-party support to support the City's advocacy goals as needed.

Tab IV – Service (Include similar projects) (Category 3)

Facilities Not Applicable

Ballard Partners represents over 200 diverse clients for Florida legislative advocacy services - from global innovators and disruptive technologies to major league sports dynasties and Fortune 500 companies. Our clients are our family, many of which we have represented for decades. We pride ourselves on client satisfaction and retention.

We have engaged in a multitude of successful legislative and executive branch lobbying efforts since our formation. We believe that our capabilities in successfully managing governmental affairs and lobbying services are clearly demonstrated in the strength of our team's background, experience, and qualifications. Our combined experience and relationships at all levels of government are essential components of our strategic plans, so access to all of the Firm's professionals will be provided to the City. No new work is undertaken without a thorough review of the schedules of the team to ensure the utmost attention, resources and energy will be devoted to each client.

Other municipal governments Ballard Partners is proud to represent over the past 5 years include:

BROWARD COUNTY
BROWARD COUNTY SCHOOL BOARD
BROWARD COUNTY SHERIFF'S OFFICE
CITY OF BOYNTON BEACH
CITY OF CAPE CORAL
CITY OF DELRAY BEACH
CITY OF HALLANDALE BEACH
CITY OF JACKSONVILLE
CITY OF LARGO
CITY OF MARATHON

CITY OF MIAMI
CITY OF NASHVILLE
CITY OF PALM BEACH GARDENS
CITY OF PEMBROKE PINES
CITY OF PENSACOLA
HILLSBOROUGH COUNTY
JACKSONVILLE PORT AUTHORITY (JAXPORT)
JACKSONVILLE TRANSPORTATION AUTHORITY (JTA)
MARTIN COUNTY
POLK COUNTY BOARD OF COUNTY COMMISSIONERS
TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)
TOWN OF PALM BEACH
TOWN OF LANTANA
VILLAGE OF NORTH PALM BEACH

Tab V - References (Category 3)

Please find four (4) public sector client references and a brief description of some of the service provided:

1) City of Palm Beach Gardens
Ronald M. Ferris, City Manager
561.799.4143 Telephone
rferris@pbgfl.com

The Firm currently represents the City of Palm Beach Gardens and has done so since December 2011. Representation of the City of Palm Beach Gardens includes, but is not limited to, the filing of specific legislation, tracking and reporting of general legislation, as well as all issues pertaining to State agencies, departments, and the Executive Office of the Governor.

One of our recent successes for the City of Palm Beach Gardens was an appropriation of $300,000 which allows them to complete another phase of a city-wide upgrade of their stormwater system. This includes a mapping and inspection study, repairs and cleaning of existing storm water pipes, canals, swales, and detention/retention areas.

2) Martin County
John Maehl, Martin County Public Works
772.288.5566 Telephone
jmaehl@martin.fl.us

The Firm currently represents Martin County and has done so since 1998. Representation of Martin County includes, but is not limited to, the filing of specific legislation, tracking and reporting of general legislation, as well as all issues pertaining to State agencies, departments, and the Executive Office of the Governor.

Our Firm's work for Martin County includes a mix of policy and appropriations items. The County's recent focus has been on environmental proposals such as the comprehensive water policy initiative and the Florida Water and Land Conservation Initiative/Amendment 1 implementation. The Firm has been successful in achieving multi-year funding for water projects for Martin County as well as supporting the County's applications to Historical Grant funding through the Department of State.

3) City of Boynton Beach
Dan Dugger, City Manager
561.742.6010 Telephone
dugger@bbfl.us

The Firm currently represents the City of Boynton Beach and has done so since 1998. Representation of Boynton Beach includes, but is not limited to, the filing of specific legislation, tracking and reporting of general legislation, as well as all issues pertaining to State agencies, departments, and the Executive Office of the Governor.

Through Ballard's successful advocacy efforts, the City received $300,000 for a project that will replace an existing sewer treatment plant with a new energy-efficient advanced treatment sewer plant that will produce reusable water for the City's Beachfront Park. The City of Boynton Beach owns and maintains a beachfront park that has been closed several times due to high bacterial levels that can be traced to on-site sewage disposal and storm water discharge. The project will also add stormwater treatment systems for the parking areas, roofs and sunshades to capture storm water from impervious surfaces, treat the water and combine with reuse water for on-site irrigation and gray water uses within the buildings.

4) City of Delray Beach
Jeff Oris, Assistant City Manager
(561) 243-7144 Telephone
orisj@mydelraybeach.com

We assisted the City of Delray Beach in passing HB 21, relating to Substance Abuse Services which addressed the spread of sober homes in Florida. This issue was a priority for many of our local government clients including the City of Delray Beach. This important bill established voluntary certification programs for recovery residence administrators and recovery residences, commonly referred to as Sober Homes.

Through this law, Sober Homes certified under the new process are now inspected by a credentialing entity prior to the initial certification and during every subsequent renewal. The law now also requires certified recovery residences to be actively managed by a certified recovery residence administrator. Lastly it requires all owners, directors, and chief financial officers of a sober home, as well as individuals seeking certification as an administrator, to pass a Level 2 background screening.

Tab VI – Proposal Requirements (Category 4)

1. Location of firm and date established:

Ballard Partners, founded and established in 1998, has been a force in Florida politics and government for over two decades. In Florida, Ballard Partners statewide presence consists of nine offices located in Tallahassee, Sarasota, Tampa, Jacksonville, Fort Lauderdale, Miami, Orlando, West Palm Beach, and Fort Myers. The Firm has grown beyond Florida to open offices in Washington, D.C., Los Angeles, Boston, Tel Aviv, Istanbul and Abuja/Lagos, Nigeria. Our Firm's headquarters remains in Tallahassee, Florida and is located at 201 E. Park Avenue, 5th Floor, Tallahassee, Florida 32301.

2. List of current clients and number of years representing such clientele.

ACCESS RESTORATION SERVICES US, INC.	5 MONTHS
ADRIENNE ARSHT CENTER FOR THE PERFORMING ARTS	4 MONTHS
ADVANCE FINANCIAL ADMINISTRATION, LLC	8 MONTHS
AJAX PAVING INDUSTRIES OF FL, LLC	4 MONTHS
ALFRED BENESCH AND COMPANY	5 YEARS & 4 MONTHS
AMAZON.COM	22 YEARS & 10 MONTHS
AMERICAN CONGRESS OB-GYN DISTRICT	4 YEARS
AMERICAN HOTEL & LODGING ASSOCIATION	10 YEARS & 3 MONTHS
AMERICAN TRAFFIC SOLUTIONS / VERRA MOBILITY	2 YEARS & 3 MONTHS
AMERICAN VETERINARY MEDICAL ASSOCIATION	4 MONTHS
A RESILIENT FUTURE FLORIDA, INC.	4 MONTHS
ARCHER WESTERN – de MOYA JOINT VENTURE	7 YEARS & 10 MONTHS
ARMOURED ONE	1 YEAR & 6 MONTHS
ASCEND WELLNESS HOLDINGS, INC.	5 MONTHS
ASM GLOBAL	1 YEAR & 1 MONTH
ASTRAZENECA PHARMACEUTICALS LP	19 YEARS & 6 MONTHS
ATLAS AIR, INC.	3 MONTHS
ATLYS GLOBA, LLC	3 MONTHS
AUGUMENTED INTELLIGENCE TECHNOLOGIES, INC.	1 YEAR & 1 MONTH

AUTOMATED HEALTHCARE SOLUTIONS	13 YEARS & 2 MONTHS
BABSON COLLEGE	1 YEAR
BALL SQUARED LLC	1 YEAR & 4 MONTHS
BARRY UNIVERSITY	2 YEARS & 11 MONTHS
BAYER U.S. LLC	9 YEARS & 3 MONTHS
BCC ENGINEERING, LLC	1 YEAR & 4 MONTHS
BECKER BOARDS	5 YEARS
BELLINI WORLD FOUNDATION	2 YEARS & 7 MONTHS
BIG BEND HOMELESS COALITION	1 YEAR & 1 MONTH
BIOSPINE INSTITUTE	7 YEARS & 2 MONTHS
BIRCH ARROW LLC	4 MONTHS
BIRD RIDES INC	5 YEARS & 2 MONTHS
BLOCK, INC.	10 MONTHS
BLUE ORIGIN FLORIDA, LLC	7 YEARS & 6 MONTHS
BLUE WATERS DEVELOPMENT GROUP, LLC	5 MONTHS
BMG MONEY, INC.	10 YEARS & 1 MONTH
BREAD FINANCIAL HOLDINGS, INC.	2 MONTHS
BROWARD COUNTY, FL	8 YEARS & 5 MONTHS
BROWARD COUNTY SCHOOL BOARD	6 YEARS & 5 MONTHS
BROWARD SHERIFF'S OFFICE	10 YEARS & 4 MONTHS
BSD 268 INVESTORS, LLC	3 MONTHS
BUILD UP DOWNTOWN, INC.	1 YEAR & 4 MONTHS
CAMILLUS HOUSE, INC.	10 YEARS & 3 MONTHS
CAPLIN FAMILY OFFICES, LLC	2 YEARS & 6 MONTHS
CARAHSOFT TECHNOLOGY CORPORATION	3 YEARS & 1 MONTH
CARESOURCE MANAGEMENT SERVICES, LLC	1 YEAR & 2 MONTHS
CBM PREMIER MANAGEMENT, LLC	2 YEARS & 2 MONTHS
CENTRAL MIAMI CHRISTIAN ACADAMY, INC.	3 MONTHS
CHURCHILL DOWNS	8 YEARS

CITRUS HEALTH NETWORK, INC.	10 YEARS & 4 MONTHS
CITY OF BOYNTON BEACH	25 YEARS & 3 MONTHS
CITY OF CAPE CORAL	5 MONTHS
CITY OF DELRAY BEACH	10 YEARS & 7 MONTHS
CITY OF HALLANDALE BEACH	6 YEARS & 9 MONTHS
CITY OF JACKSONVILLE	7 YEARS & 7 MONTHS
CITY OF LARGO	1 YEAR & 8 MONTHS
CITY OF MARATHON	9 YEARS & 10 MONTHS
CITY OF MIAMI	1 YEAR & 5 MONTHS
CITY OF PALM BEACH GARDENS	10 YEAR & 7 MONTHS
CITY OF PEMBROKE PINES	25 YEARS & 2 MONTHS
CITY OF PENSACOLA, FLORIDA	4 YEARS & 7 MONTHS
CLASSWALLET	3 WEEKS
CLDG MANAGEMENT, INC.	7 MONTHS
CLERK OF THE CIRCUIT COURT & COMPTROLLER, PALM BEACH COUNTY	1 YEAR & 6 MONTHS
COINBASE, INC.	1 YEAR & 1 MONTH
COLONIAL MANAGEMENT GROUP LP	7 YEARS & 11 MONTHS
CONSUMER HEALTHCARE PRODUCTS ASSOCIATION (CHPA)	8 YEARS & 5 MONTHS
CORE AND MAIN LP	1 YEAR & 8 MONTHS
COUNCIL OF FL MEDICAL SCHOOL DEANS	11 YEARS & 3 MONTHS
COX SCIENCE CENTER AND AQUARIUM	1 YEAR & 6 MONTHS
CRUISE LINES INTERNATIONAL ASSOCIATION	7 YEARS & 7 MONTHS
COVE BEHAVIOR	11 YEARS & 3 MONTHS
DBL VENTURES	2 YEARS & 2 MONTHS
DDA DEVELOPMENT	4 YEARS & 1 MONTH
DDC ADVOCACY LLC	7 YEARS & 5 MONTHS
DELAWARE NORTH COMPANIES	11 YEARS & 5 MONTHS

DELL INC	5 YEARS & 5 MONTHS
DESTINATIONS FLORIDA	11 YEARS & 9 MONTHS
DFASS GROUP	3 YEARS & 1 MONTH
DISH NETWORK LLC	6 YEARS & 6 MONTHS
DLRdmv, LLC	6 YEARS & 5 MONTHS
DOORDASH	2 YEARS & 2 MONTHS
DOWNTOWN VISION, INC.	1 YEAR & 5 MONTHS
D.R. HORTON	7 MONTHS
DREAM GREENE HOLDINGS FLORIDA LLC	1 YEAR & 5 MONTHS
DSS, INC.	6 MONTHS
EISAI, INC.	13 YEARS
EMBASSY OF JAPAN	3 MONTHS
EPILEPSY FLORIDA	10 YEARS & 4 MONTHS
FARMACEUTICALRX LLC	4 YEARS & 4 MONTHS
FAST FORWARD SPORTS GROUP, LLC	1 YEAR & 4 MONTHS
FEEDING FLORIDA, INC.	1 YEAR & 9 MONTHS
FEEDING NORTHEAST FLORIDA, INC.	1 YEAR & 2 MONTHS
FG HOLDINGS FLORIDA, LLC	1 YEAR & 2 MONTHS
FIRST COAST ENERGY, LLP	5 MONTHS
FLORIDA A&M UNIVERSITYF FOUNDATION	12 YEARS & 4 MONTHS
FLORIDA'S ALLIANCE OF CHILDREN'S COUNCIL & TRUST	12 YEARS & 6 MONTHS
FLORIDA ATLANTIC UNIVERSITY FOUNDATION (FAU)	4 YEARS & 6 MONTHS
FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES	2 YEARS & 11 MONTHS
FLORIDA ASSOCITION OF COSMETOLOGY & TECHNICAL SCHOOLS (FACTS)	10 YEARS & 4 MONTHS
FLORIDA AUTOMOTIVE DEALERS ASSOCIATION	4 MONTHS
FLORIDA CHIROPRACTIC ASSOCIATION	1 YEAR & 8 MONTHS

FLORIDA ENTERTAINMENT & ARTS VENUES ASSOCIATION, INC.	4 MONTHS
FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES	4 YEARS & 10 MONTHS
FLORIDA PODIATRIC MEDICAL ASSOCIATION	9 YEARS & 6 MONTHS
FLORIDA POLICE BENEVOLENT ASSOCIATION	4 YEARS & 5 MONTHS
FLORIDA POWER & LIGHT	24 YEARS & 10 MONTHS
FLORIDA RURAL WATER ASSOCIATION	9 YEARS & 6 MONTHS
FLORIDA THEATRE	1 YEAR & 8 MONTHS
FLORIDA SHERIFF'S RISK MANAGEMENT FUND	1 YEAR & 10 MONTHS
FLORIDA SOCIETY OF OPHTHALMOLOGY	11 YEARS & 1 MONTH
FLORIDA SOCIETY OF PATHOLOGISTS	22 YEARS & 11 MONTHS
FLORIDA TRANSPORTATION BUILDERS ASSOC.	10 YEARS
FOSTER CARE REVIEW, INC.	10 YEARS & 4 MONTHS
FOUNDATION FOR GOVERNMENT ACCOUNTABILITY	4 MONTHS
FOUNDATION FOR SEMINOLE STATE COLLEGE	11 YEARS & 6 MONTHS
FRESENIUS MEDICAL CARE NORTH AMERICA	1 YEAR & 7 MONTHS
FRIENDS OF MAIMI DADE COLLEGE	8 YEARS & 7 MONTHS
FSCC, LLC	1 YEAR & 6 MONTHS
G. L. HOMES OF FLORIDA CORPORATION	8 MONTHS
GLOBAL TEL LINK	9 YEARS & 5 MONTHS
GOOGLE	7 YEARS & 7 MONTHS
GOOGLE (ALPHABET)	1 YEAR & 10 MONTHS
HABILITATION CENTER FOR THE HANDICAPPED, INC.	3 YEARS & 9 MONTHS
HEALTH CARE DISTRICT OF PALM BEACH COUNTY	6 YEARS & 7 MONTHS
HEERY INTERNATIONAL	7 YEARS & 8 MONTHS
HEYTUTOR, INC.	5 MONTHS
HILLSBOROUGH COUNTY	2 YEARS & 8 MONTHS
HISTORYMIAMI MUSEUM	2 WEEKS

HNTB CORPORATION	11 YEARS & 11 MONTHS
HOPE HEALTHCARE	2 YEARS & 1 MONTH
HOUSING TRUST GROUP	7 YEARS & 2 MONTHS
HUTSMAN BUILDING SOLUTIONS LLC	6 MONTHS
IGT GLOBAL f/k/a GTECH Corporation	25 YEARS & 3 MONTHS
INDELIBLE MANAGEMENT SOLUTIONS, INC.	1 YEAR & 6 MONTHS
INTERNATIONAL ATLANTIC LLC	9 YEARS
INVESTMENT CORP. OF PALM BEACH	25 YEARS & 3 MONTHS
ISF, INC.	6 MONTHS
JACKSONVILLE PORT AUTHORITY	9 YEARS & 6 MONTHS
JACKSONVILLE TRANSPORTATION AUTHORITY	1 YEAR & 3 MONTHS
JAMCO, INC.	1 YEAR & 1 MONTH
JASMYN	6 MONTHS
JUPITER ISLAND FOREVER ADVOCACY, INC.	4 MONTHS
KITSON-EVERGREEN LLC	7 YEARS & 5 MONTHS
KOR MEDICAL	1 YEAR & 1 MONTH
KPMG LLP	2 YEARS & 8 MONTHS
KYRA SOLUTIONS, INC.	12 YEARS
L3HARRIS CORPORATION SLERS	22 YEARS & 1 MONTH
LBRW LLC	2 YEARS & 5 MONTHS
LEE MEMORIAL HEALTH SYSTEM	6 MONTHS
LIBERTY DENTAL PLAN	9 YEARS & 8 MONTHS
LIBERTY MISSION CRITICAL SERVICES, LLC	2 MONTHS
LIFESCIENCE LOGISTICS	1 YEAR & 9 MONTHS
LINCOLN EQUITIES GROUP, LLC	11 MONTHS
LIONS EYE INSTITUTE FOR TRANSPLANT AND RESEARCH INC	5 YEARS & 3 MONTHS
LOGGERHEAD MARINELIFE CENTER	11 MONTHS
LVMH MOET HENNESSY LOUIS VUITTON INC.	2 YEARS & 4 MONTHS

M&M REALTY PARTNERS, LLC	1 YEAR & 3 MONTHS
MARINA POINTE EAST DEVELOPER	1 YEAR & 4 MONTHS
MARINE TOWING OF TAMPA	13 YEARS & 8 MONTHS
MARTIN COUNTY	25 YEARS & 3 MONTHS
MAX PLANCK FLORIDA FOUNDATION, INC.	10 YEARS
MAXIM HEALTHCARE SERVICES, INC.	8 YEARS & 11 MONTHS
MCI, LC	3 YEARS & 2 MONTHS
METRC, LLC	9 MONTHS
METROPOLITICAN CHARITIES, INC.	4 MONTHS
MIAMI ART MUSEUM	10 YEARS & 4 MONTHS
MIAMI DESIGN DISTRICT ASSOCIATES, LLC	10 YEARS & 4 MONTHS
MIAMI LEARNING EXPERIENCE SCHOOL	1 YEAR & 9 MONTHS
MIAMI LIGHTHOUSE FOR THE BLIND AND VISUALLY IMPAIRED, INC.	2 YEARS & 11 MONTHS
MORSELIFE HEALTH SYSTEM	1 YEAR & 2 MONTHS
MOUNT SINAI MEDICAL CENTER	11 YEARS & 11 MONTHS
MURPHY PIPELINE CONTRACTORS, LLC	7 MONTHS
NAIOP TAMPA BAY	7 YEARS & 6 MONTHS
NATIONAL STRATEGIES, LLC	2 YEARS
NATIONWIDE RETIREMENT SOLUTIONS	7 YEARS & 9 MONTHS
NEW YORK YANKESS	25 YEARS & 3 MONTHS
NOMI HEALTHCARE	1 YEAR & 6 MONTHS
NORTH BROWARD HOSPITAL DISTRICT	16 YEARS & 7 MONTHS
NORTHPORT HEALTH SERVICES	21 YEARS & 5 MONTHS
NOVA SOUTHEASTERN	2 YEAR & 11 MONTHS
NTT DATA, INC.	3 YEARS & 3 MONTHS
OCEAN PROPERTIES, LTD.	1 YEAR & 6 MONTHS
OFFICE OF THE COMMISSIONER OF BASEBALL/MLB	4 YEAR & 6 MONTHS
OLSON LAND PARTNERS, LLC	1 MONTH

ORANGE BARREL MEDIA	1 YEAR
OPPORTUNITY SOLUTIONS PROJECT (OSP)	4 MONTHS
OTUS	9 MONTHS
OVADIA LAW GROUP, P.A.	2 MONTHS
PACASO, INC.	10 MONTHS
PALM BEACH AGGREGATES, LLC	6 YEARS & 10 MONTHS
PANZA MAURER & MAYNARD PA	1 YEAR
PASSPORT LABS, INC.	1 YEAR & 2 MONTHS
PENSACOLA STATE COLLEGE FOUNDATION INC	8 YEARS
POINTCLICKCARE TECHNOLOGIES	1 MONTH
POLK COUNTY BOARD OF COMMISSIONERS	11 YEARS & 4 MONTHS
PRIME CAPITAL INVESTMENTS LLC	6 MONTHS
PROTECT EDUCATION	10 MONTHS
PUBLIC HEALT TRUST OF MIAMI-DADE CO	10 YEARS & 4 MONTHS
RACETRAC, INC.	3 MONTHS
RADISE INTERNATIONAL	8 YEARS
RADOM CORPORATION	6 MONTHS
RAI SERVICES COMPANY	7 YEARS & 11 MONTHS
RD RIVER CITY BREWERY, LLC	1 MONTH
RENDINA DEVELOPMENT COMPANY OF AMERICA, INC.	4 MONTHS
RENEW FINANCIAL GROUP LLC	6 YEARS & 4 MONTHS
REVENUE BASED FINANCE COALITION	9 MONTHS
ROBINHOOD	6 MONTHS
RUBICON TECHNOLOGIES LLC	1 YEAR & 8 MONTHS
RUDG, LLC	2 YEARS & 5 MONTHS
SAFETY NET HOSPITAL	16 YEARS & 10 MONTHS
SAFE PORT TERMINALS LLC	11 MONTHS
SAS INSTITUTE, INC.	4 YEARS & 7 MONTHS

SECURITY SCOREBOARD	1 WEEK
SEIU FLORIDA PUBLIC SERVICES UNION	2 YEARS & 4 MONTHS
SELAH FREEDOM	2 YEARS & 7 MONTHS
SEMINOLE HARD ROCK DIGITAL LLC	2 YEARS & 1 MONTH
SENTARA HEALTH PLANS, INC.	1 YEAR & 3 MONTHS
SEPRO CORPORATION	6 MONTHS
SHANDS HEALTHCARE	10 YEARS & 4 MONTHS
SHIFTSMART	1 YEAR & 1 MONTH
SHOPPING CENTER MANAGEMENT D/B/A Turnberry Associates	3 YEARS & 8 MONTHS
SIMON WIESENTHAL CENTER, INC.	1 YEAR
SKYWARD, INC.	1 YEAR & 7 MONTHS
SOCURE INC.	1 YEAR & 4 MONTHS
SOLAR SPORTSYSTEMS, INC.	12 YEARS
SOUTHERN TECHNICAL COLLEGE SUNCOAST, LLC	6 MONTHS
SOUTHERN WASTE INFORMATION EXCHANGE	4 MONTHS
SOUTHERN WINE & SPIRITS OF AMERIC, INC.	10 YEARS & 4 MONTHS
SPARK LEARNING, INC.	1 YEAR
SSP AMERICA, INC.	3 MONTHS
ST FRANCIS REFLECTIONS LIFESTAGE CARE	1 YEAR & 9 MONTHS
STORAGE RENTALS OF AMERICA	6 MONTHS
STRATEGIC DIGITAL SERVICES	1 YEAR & 8 MONTHS
SUFFOLK CONSTRUCTION COMPANY, INC.	1 MONTH
SUNFEST HERBS LLC	4 YEARS & 7 MONTHS
SWARM, INC.	2 YEARS & 4 MONTHS
SWIRE PROPERTIES, INC.	3 YEARS & 3 MONTHS
TAMPA GENERAL HOSPITAL	11 YEARS & 4 MONTHS
TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)	2 YEARS & 7 MONTHS

TEACH FLORIDA	2 YEARS & 8 MONTHS
TECHLAUNCH ACADEMY	2 MONTHS
TECO ENERGY, INC.	4 YEARS
THEA via Playbook Public Relations	7 YEARS & 4 MONTHS
THE AUGUSTERRA GROUP	2 MONTHS
THE CHILDREN'S MOVEMENT OF FLORIDA	10 YEARS
THE FIRE WATCH	1 YEAR & 8 MONTHS
THE HEAT GROUP	12 YEARS & 7 MONTHS
THE MOSAIC COMPANY	4 YEARS
THE PRIVATE SUITE	4 YEARS & 7 MONTHS
THE RICHMAN GROUP OF FLORIDA, INC.	1 YEAR & 6 MONTHS
THE VESTCOR COMPANIES	1 WEEK
THERATRUE FLORIDA LLC	1 YEAR & 5 MONTHS
TITAN AMERICA LLC	5 YEARS & 6 MONTHS
TOTAL GREEN TROPICAL, INC.	7 MONTHS
TOWN OF PALM BEACH	20 YEARS & 4 MONTHS
TOWN OF LANTANA	10 YEARS & 6 MONTHS
TRANSPORTATION AMERICA	4 MONTHS
TRANSIT VILLAGE VENTURE, LLC	11 MONTHS
TREMCO INCORPORATED	1 YEAR & 6 MONTHS
TRULIEVE, INC.	3 YEARS & 5 MONTHS
UHS OF DELAWARE, INC.	2 YEARS & 7 MONTHS
UNITE USA INC.	1 YEAR & 6 MONTHS
UNITED WATER RESTORATION GROUP OF SOUTH FLORIDA AND UNITED WATER RESTORATION GROUP, INC.	1 YEAR & 3 MONTHS
ULTIMATE HEALTH PLANS	8 YEARS & 4 MONTHS
UNIVERSITY OF FLORIDA FOUNDATION	7 YEARS & 11 MONTHS
UNIVERSITY OF MIAMI	9 YEARS & 4 MONTHS

US SUGAR CORPORATION	16 YEARS & 9 MONTHS
VERIZON WIRELESS	9 YEARS & 2 MONTHS
VERSATERM PUBLIC SAFETY (SPIDR TECH & ADASHI SYSTEMS)	1 YEAR & 1 MONTH
VILLAGE OF NORTH PALM BEACH	1 YEAR & 8 MONTHS
VINIK FAMILY OFFICE LLC/AMERICAN INVESTMENT HOLDINGS, INC.	3 YEARS & 7 MONTHS
VITALMD GROUP HOLDING, LLC	12 YEARS & 11 MONTHS
VOICES FOR CHILDREN FOUNDATION, INC.	10 YEARS & 4 MONTHS
VOUS CHURCH, INC.	3 MONTHS
VYSTAR CREDIT UNION	1 YEAR & 7 MONTHS
WALGREEN COMPANY	9 YEAR & 4 MONTHS
WEATHERSTEM	5 YEAR & 5 MONTHS
WHEELER EMERGENCY MANAGEMENT CONSULTING, LLC	6 MONTHS
WINDSTORM MITIGATION, INC.	4 YEARS & 9 MONTHS
WORLDWIDE INTERACTIVE NETWORK, INC. d/b/a WIN LEARNING	2 YEARS & 10 MONTHS
YGRENE ENERGY FUND FLORIDA, LLC	10 MONTHS
YMCA OF THE PALM BEACHES	10 MONTHS
YOUTH OPPORTUNITY	7 YEARS & 7 MONTHS
19 ENTERPRISE	8 YEARS

3. List of issues and results within the last five (5) years in which the firm has represented a local government entity (e.g., municipality, city, special district or other authority) as a lobbyist.

The Firm has long advocated for the needs of local governments in Florida. Our experience in the municipal arena began in 1998 with Martin County, which we still represent in Florida and now federally as well. We have been privileged to represent a number of diverse clients for over two decades, working in partnership to achieve many successes. Major local government issues worked on by the Firm have included implementation of the Article V Constitutional Amendment; Everglades restoration; property tax reform initiatives; wetlands mitigation; public construction regulations; and beach renourishment projects. We offer the following as a sample of the accomplishments we have achieved on behalf of our clients in Florida.

CITY OF JACKSONVILLE

As a key part of the team for the City of Jacksonville, we have assisted in the passage of state legislation and multiple appropriations to benefit the City. We successfully advocated for legislation that allowed the City to repurpose an existing ½ penny surtax to fund their pension liability. We have also successfully advocated for multiple projects in the annual State appropriations act including $500,000 for a bridge replacement. More recently, we have assisted the City in the support of organizations within the City such as a $900,000 allocation that we pushed for the JACKSONVILLE RE-ENTRY CENTER (JREC). JREC provides comprehensive pre and post re-entry services to convicted felony offenders returning to Duval County following incarceration.

CITY OF LARGO

During the 2023 Legislative Session, the Firm helped secure state general revenue funding for the City of Largo for the first time in the City's history. The City was in need of expanding the restrooms in Largo Central Park. Now attracting more than 1 million visitors annually to numerous events, festivals, and community activities, Largo Central Park has become an even more popular destination for residents and tourists alike. With such growth in attendance, the current restroom facilities had become inadequate, and adding an additional restroom facility ensures that the park will remain an enjoyable experience for its many visitors while accommodating future growth.

CITY OF MARATHON

The Firm has represented the interests of the City of Marathon in Florida since 2013. We have assisted the City in successfully securing state funding for their wastewater treatment facility infrastructure needs. This effort involved working with all of the local governments in the Florida Keys, state officials and legislative leadership. Approximately $21 million has been appropriated by the Florida Legislature to help Marathon address its wastewater and stormwater infrastructure needs as well as other nearshore water quality issues.

HILLSBOROUGH COUNTY

The Firm has represented the Hillsborough County Board of County Commissioners since 2020. We have assisted the County in successfully securing state funding for numerous priorities spanning multiple policy areas including transportation, pedestrian safety, health care, education, and emergency management. During the 2023 Legislative Session the Firm helped secure $5 million in state funding for the new African American Arts and Cultural Center which will include a range of public experience spaces, meeting spaces, galleries, labs, studios, educational classrooms, black-box theater, retail café, administrative support offices, exterior special event spaces, and parking. Additionally, the Firm helped secure $1,584,000 in state funding for the operation of 12 short-term residential treatment beds and community-based services for post-discharge to provide essential mental health treatment in Hillsborough County. And lastly, the Firm helped secure $2,500,000 in state funding for needed capacity expansion of the Hillsborough County Emergency Operations Center to enhance critical operational response to declared states of emergency and natural disasters.

CITY OF WINTER HAVEN

During the 2022 Legislative Session, the Firm helped secure the City of Winter Haven just over $3.7 million in state funding for various water and environmental projects that will protect the City's water resources, modernize their water infrastructure, expand recreational trails and public spaces. The state investment in these water and environmental projects will assist the City of Winter Haven's One Water Policy initiative. Below are a list of City of Winter Have projects that were funded during the 2022 Legislative Session.

- Lake Howard Watershed Treatment Enhancement - $450,000
- Sapphire Necklace Creation - $250,000
- Septic to Sewer Program, Remediation Area 6A - $1,500,000
- Reclaimed-Winter Haven Preserve at Lake Ashton Reclaimed Water - $910,000
- Water Resource Center - $198,013
- Lake Conine Recreation Elements - $200,000
- South Lake Howard Trail Nature Park Expansion - $200,000

Other municipal governments Ballard Partners is proud to represent over the past 5 years include:

BROWARD COUNTY

BROWARD COUNTY SCHOOL BOARD

BROWARD COUNTY SHERIFF'S OFFICE

CITY OF BOYNTON BEACH

CITY OF CAPE CORAL

CITY OF DELRAY BEACH

CITY OF HALLANDALE BEACH

CITY OF JACKSONVILLE

CITY OF LARGO

CITY OF MARATHON

CITY OF MIAMI

CITY OF NASHVILLE

CITY OF PALM BEACH GARDENS

CITY OF PEMBROKE PINES

CITY OF PENSACOLA

HILLSBOROUGH COUNTY

JACKSONVILLE PORT AUTHORITY (JAXPORT)

JACKSONVILLE TRANSPORTATION AUTHORITY (JTA)

MARTIN COUNTY

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)

TOWN OF PALM BEACH

TOWN OF LANTANA

VILLAGE OF NORTH PALM BEACH

4. List of specific issues (sufficient to provide a general overview of the scope of representation the firm provides private clients) within the last five (5) years in which the firm has represented a private entity (e.g., individual, corporation, partnership, etc.) as a lobbyist by giving the following information:

a. Nature of entity represented.
b. Issues raised in the representation.
c. Ultimate outcome of the identified matters.

Every Session consists of working on offense and defense for a large variety of client interests. Below are some recent examples but you can also refer to our full client list for more perspective on the issues we address each Session.

In 2023 we worked on behalf of Major League Baseball to pass legislation that clarified Florida's minimum wage act. Florida's minimum wage law essentially mirrors federal minimum wage law. In 2018, Congress amended the federal minimum wage law to exempt professional baseball from minimum wage requirements for many reasons. However, It was unclear as to whether Florida's minimum wage law, which was last amended in 2012, incorporated the 2018 federal exemption. Due to numerous activities and thousands of players and staff from half of MLB's 30 Clubs who travel and reside in Florida during a significant portion of the calendar year, clarity around the functioning and administration of spring training and MLB Clubs' baseball-related activities in Florida is vitally important. We worked with legislators to pass SB 892 to clarify that it includes the 2018 Federal act.

We have represented several clients in Florida's vast tourism industry for years such as the American Hotel Lodging Association and Destinations Florida which represents most of the Tourist Development Councils around the State. Opposing dramatic changes to the Tourist Development Tax (TDT) is an issue almost every Session. In 2023 we assisted in successfully opposing Legislation that impacted TDT use in every County, HB7053 required rural counties to pay 2% of Tourist Development Tax (TDT) collections and non-rural counties 5% of TDT to fund VISIT FLORIDA. It also required all Tourist Development Tax levied to be reauthorized by referendum every six (6) years. These changes and many others in the bill were unanimously opposed by the tourism industry and would have had far reaching consequences. We were proud to work with many stakeholders in successfully opposing the bill.

Another bill we have successfully opposed in multiple Sessions relates to tickets at private venues. In 2023, on behalf of our clients the New York Yankees, Miami Heat, and the Florida Entertainment and Art Venue Association, we worked with many interests to oppose SB 388 & HB 317 - Resale of Tickets. The bill provided that any tickets may be donated, transferred, or resold via any method, or on any ticket marketplace, of the ticket holder's choosing. In short it would have dramatically impacted a venue or artist's ability to control how tickets to their shows were sold.

In 2020 and 2022 we assisted an association of private interests to modernize Florida laws relating to Family Trusts. On behalf of the Florida Coalition of Modern Laws, we supported the passage of HB 1089 in 2020, and SB 1304 & SB 1368 in 2022. With the passage of these 3 bills in just 2 years, Florida has become a much more attractive location for wealthy families to establish their Family Trust Offices.

5. Disclose any potential conflicts of interest due to any other clients, contracts, or property interests. Include a notarized statement certifying that no member of your firm's ownership, management, or staff currently have a vested interest which might be considered a conflict of interest. Failure to submit this information with your proposal may result in the rejection of your proposal:

We have reviewed our current clients and see no conflicts in providing the Scope of Services outlined in this Request for Qualifications to the City of Sarasota. Conflict of Interest Certification Affidavit is attached as Exhibit "A".

6. Any intention to subcontract the services of any other firms. If so, proposing firm must submit the same information for each and every firm, as applicable, with and as part of the proposal. The proposal shall identify the role of the other firm, percent of work to be subcontracted, and the need/benefit to the City as a result of these services:

Ballard Partners does not intend to subcontract out any work conducted on behalf of the City of Sarasota. We are a full-service government relations firm that conducts all work with in-house resources.

7. Explain how the firm approaches the legislative cycle to advance the City's legislative program:

Your Ballard team will work with City personnel to outline specific project goals and priorities. Once priorities and goals are established, we will develop and communicate an approach for accomplishing those legislative, budgetary, and policy needs. We will immediately begin to implement the strategy by identifying and working with key legislators and legislative committee staff. We will also maintain an active and ongoing engagement with appropriate local leadership, as well as key committee chairs, key policymakers, and staff of the legislative and executive branches.

Client communication is critical in the legislative process as issues may evolve and change quickly. As well as frequent informal communications, the Firm will provide written progress reports, as

agreed upon, on issues of interest or concern to the City. We will provide reports during the legislative session, as required in the RFP Scope of Work, to include bill numbers, authors, subject, status, amendments, and evaluations of potential impacts of pending bills that are pertinent to the interests of the City. We will provide additional periodic reports, each with varying degrees of detail, all at the discretion of the City's needs.

In addition to those services rendered under this agreement, reports may also include, but not necessarily be limited to, action taken at committee meetings, rulemaking hearings, status of studies that have commenced, task force meeting updates, and advance notice of legislation being proposed. The team will work closely with staff through written and verbal correspondence and in-person meetings to make sure we are exceeding expectations. Because we have a Sarasota office, we will be easily available for in-person meetings with City staff and Council as requested by staff.

Our team has a proven track record in cultivating strong working relationships with legislative leadership, committee staff and the executive and cabinet agencies. One of our many strengths is maintaining ongoing visibility and communication on your priorities, as issues will evolve and change quickly during the process. We will facilitate meetings with key members of relevant committees as well as with legislative leadership, agency officials and other public office holders to communicate the interests and priorities of the City and strengthen your relationships with local and statewide leadership.

8. State, in detail, specific experience and role in the subject areas listed below, if not stated elsewhere in the RFP, and provide examples of similar work performed for other cities. Examples may overlap with those provided to support other sections.

• Home rule authority
We are proud to have represented several local governments for over a decade and understand the frequent challenges, and frustrations, experienced by local governments relating to legislative preemptions and challenges to home rule authority. Over the years, we have worked on opposing many bills impacting home rule. A recent 2023 example was **SB 1346 Local Regulation of Nonconforming or Unsafe Structures.** The bill would have created the Safe Structures and Resiliency Act which sought to make it easier to demolish a structure deemed to be "nonconforming" in coastal high hazard areas.

• Charter changes
We assisted the City of Delray Beach in passage of a local bill that amended their Charter and made changes to their Pension Review Committee.

• Public safety
We have helped several local governments secure allocations for various public safety measures such as fire training facilities and Real Time Crime technologies.

• Land use / Zoning/Planning
In 2017 we advocated on behalf of the City of Palm Beach Gardens to successfully increase the size of an enclave that could be annexed through interlocal agreement. In addition, our Firm

does a great deal of zoning, land use and planning work before local governments for clients such as NAIOP Tampa Bay, the Tampa Bay region's commercial real estate trade association.

• Water resources
Over the 25 years our Firm has represented local governments, we have helped many local governments secure allocations for various water projects including resiliency, septic to sewer conversions, storm water enhancements, lift stations and many more. On the policy side, we have worked with clients such as the City of Winter Haven on FDEP and rulemaking concerns.

• Transportation initiatives
We have helped several local governments secure allocations for various road projects. A recent example was a $270,000 allocation to assist the Village of North Palm Beach with design and replacement of a small bridge in the Village. The Florida Transportation Builders Association, the state's road building trade association, is a longtime Ballard client and affords us direct working with the Florida Department of Transportation leadership in Tallahassee and various local districts.

• Workforce / Economic development
We have helped several clients secure allocations for various economic development projects. We have assisted the Cox Science Center in West Palm Beach secure $15 million over the past 2 Sessions through the Department of Economic Development as part of their massive expansion and new facility.

• Affordable Housing
Ballard Partners represents the Florida Housing Trust and many other developers and stakeholders in the affordable housing space. We also were very involved in the 2023 Legislative Session on work around the "Live Local Act" on behalf of various clients.

• Homelessness and Mental Health
Most state-level solutions and policies concerning homelessness center on mental health. For the last 2 Sessions we have assisted Hillsborough County in the funding for the operation of short-term residential treatment beds. These beds in residential treatment facilities and community-based services are for individuals in need of care in Hillsborough County and the central/southwest Florida region.

• Environmental initiatives
Ballard Partners has a long track record of accomplishing significant environmental initiatives for local government clients. Firm president Brian Ballard served as chief architect of Preservation 2000, the largest public acquisition program for environmentally sensitive lands in the nation. He also served as Florida's chief negotiator with the U.S. Department of the Interior to end offshore drilling along the state's southeast coastline and the Florida Keys. Other signature environmental work of note includes advocacy for Everglades restoration, wetlands mitigation, and beach renourishment projects.

• Vacation Rentals

We have been involved in vacation rental legislation for years, and will continue to be working on the forefront of this issue for the foreseeable future. On behalf of our numerous local government clients and the American Hotel Lodging Association, we continue to advocate for more local oversight and sensible regulation of vacation rentals.

9. Any other qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the City's consideration of the firm regarding this Request for Proposals, including activities and positions held in state and national professional organizations.

As the only major Florida lobbying firm to have a full-time, permanent office located in Sarasota, and with a Managing Partner active in the Sarasota community, Ballard Partners offers many unique opportunities to the City of Sarasota if chosen as its state lobbying firm. We bring personal, deep-routed, expertise on issues of local importance and can best contextualize how they impact the City; we are able to meet with City staff and Board members at short notice and without the need and cost of securing overnight travel; and we are able to leverage local third party voices to help advocate for the City, as our firm is active members of many local organizations.

Tab VII – Required Forms (Category 5 Including Local Preference)

Ballard Partners opened our Sarasota office in late September 2022. Led by Sarasota native and Firm partner Todd Josko, we are the only major Florida lobbying firm with a full-time Sarasota office presence. Exhibit "B" to this bid response is our 2023 City of Sarasota business tax receipt. We respectfully request that the evaluation committee award us the full ten (10) points available under this category, as we feel we have fully satisfied the spirit of this criteria.

Tab VIII – Pricing Proposal (Category 6)

Ballard Partners proposes an annual fee of $75,000 for this agreement. The fee can be paid in 12 equal installments of $6,250 a month. The Firm will bill costs monthly and payment terms are net thirty (30) days.

Exhibit "A"

Conflict of Interest Certification Affidavit

By the signature below, the Firm (management, employees/staff, officers and/or agents) certifies, and hereby discloses, that to the best of their knowledge and belief, there are no potential conflicts of interest due to any other clients, contracts, or property interests. The Firm also certifies that no member of the Firm's ownership, management, or staff currently have a vested interest which might be considered a conflict of interest.

BALLARD PARTNERS, INC.

Signature

Brian D. Ballard, President
Print Name and Title

State of FLORIDA

County of Leon

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of August, 2023, by Brian D. Ballard, President (name of person acknowledging).

(Signature of Notary Public)

SHANNA KAYE CRAWLEY
Commission # HH 308838
Expires January 4, 2027

(Print, Type, or Stamp Commissioned Name of Notary Public)

✓ Personally Known

OR

___ Produced Identification

Type of Identification Produced

EXHIBIT "B"

City of Sarasota Local Business Tax Division

Local Business Tax Receipt

Tax Receipt Number: 24-001695

CITY OF SARASOTA

FLORIDA

Ballard Partners Inc
DBA: Ballard Partners Inc
1343 Main St Suite 604
Sarasota, FL 34236

In consideration of the amount shown herein paid to the City of Sarasota Local Business Tax Division, the named person or business is authorized to engage in business.

Business Types: BUSINESS OFFICE

Fee: $71.85
Issue Date: July 31, 2023
Effective Date: October 1, 2023
Expiration Date: September 30, 2024

City of Sarasota Local Business Tax Division

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND BALLARD PARTNERS, INC.
PERTAINING TO
STATE LOBBYING SERVICES

CONTRACT NUMBER 26-004-PB

This Contract is made and entered into on the ____ day of October, 2025 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and corporate and organized and existing under the Laws of Florida whose address is: City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, Florida 33706 (**"CITY"**), and Ballard Partners, Inc., whose address is 201 East Park Avenue, 5th Floor, Tallahassee, Florida 32301 ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, pursuant to its procurement policies and procedures, when in its best interest, the City is authorized to contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a "piggyback" procedure; and

WHEREAS, the CONTRACTOR has submitted a competitive proposal to the City of Sarasota, Florida for State Lobbying Services in response to RFP #23-30JS;

WHEREAS, as the successful competitive bidder to the Solicitation, Contractor subsequently entered into a contract with the City of Sarasota dated July 3, 2024 ("Original Contract"), which is attached hereto along with a copy of the Solicitation and copies of Contractor's response and award—if applicable—as **Composite Exhibit A**; and

WHEREAS, the Original Contract provide and the Contractor agreed to make available to the City the prices submitted under the terms and conditions of the Original Contract, which the City desires to piggyback off of as depicted on the scope of work, which is attached hereto as Exhibit B ("City Project"); and;

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the Solicitation, its bid, and award; and

WHEREAS, Contractor is willing to perform the City Project pursuant to the terms of the Original Contract with only the modifications set forth herein so as to limitedly address the logistics of contracting with the City; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for the City Project and the City Commission desires to procure those services under the same terms, conditions, and specifications as of the Original Contract.

NOW THEREFORE, in consideration of the mutual benefits to the City and Contractor, the receipt and adequacy of which is hereby acknowledged, the following covenants are set forth, which the parties hereby agree to as follows:

1. The above recitals and all exhibits hereto are true and correct and are incorporated herein by reference. Contractor's representations and warranties set forth in the recitals as incorporated into this Agreement by this reference are a material component to the City's ability to enter into this Agreement. Contractor shall fully indemnify, defend, and hold harmless the City and its representatives, employees, officers, and commissioners, from any and all damages, causes of action, or claims of any kind related to Contractor's representations and warranties set forth herein, the veracity of such representations and warranties, and all matters related thereto.

2. The scope of work is identified in the Original Contract, and the Contractor's scope of work with the City is more specifically defined in Exhibit B attached hereto and incorporated herein. Contractor agrees to furnish all labor, equipment, machines, and the skill necessary for the entire work effort as set forth in the Original Contract to the satisfaction of the City or its duly authorized representative.

3. The terms and conditions of the Original Contract are hereby incorporated into this Agreement by reference. Contractor shall complete the City Project on the same terms, conditions, and scope as set forth in the Original Contract, except as specifically modified herein solely to account for the City as the purchaser. Such modifications shall not include any modification to the prices bid in response to the Solicitation or the scope of the work that will be provided. Contractor's work on the City Project shall at all times be at the same unit prices as set forth in the Original Contract.

4. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Original Contract, including any exhibits and/or addenda, this

Agreement takes precedence over the Original Contract and its exhibits and/or addenda and any inconsistency between the Original Contract and its exhibits and/or addenda shall be resolved by giving precedence to the Original Contract.

5. The City agrees to pay the Contractor for services rendered in accordance with the primary structure set forth in the Original Contract. Pursuant to all notice and invoicing requirements established by the Original Contract, notices and invoices under this Agreement will be submitted to:

   The City of Treasure Island
   Attn: City Manager
   10451 Gulf Boulevard
   Treasure Island, Florida 33706
   Phone: (727)-547-4575
   Email: finance@mytreasureisland.org

   or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Contractor as provided above. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, section 218.70, et seq, Fla. Statutes. All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City does not pay sales tax and will provide sales tax exemption information at the written request of Contractor, where necessary.

6. Prior to this Agreement taking effect, Contractor shall have in place the insurance coverages required by the Original Contract and shall provide certificates of insurance reflecting that the City, its agents, employees, and public officials are named as additional insureds. Prior to commencement of the City Project, Contractor shall have in place the bonds required by the Original Contract for the benefit of the City.

7. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Contractor under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Contractor in any way connected to this Agreement, but only to the extent not solely due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and

costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Contractor to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by the City beyond the City's expressed written contractual obligations contained within this Agreement, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or the Original Contract.

8. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("**Public Records**"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) 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 term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. Contractor understands and agrees that failure to provide access to public records will be a material breach of this Agreement and may result in termination. If Contractor does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (727) 547-4575 EXT. 229, CITYCLERK@MYTREASUREISLAND.ORG, AND CITY HALL, 10451 GULF BOULEVARD, TREASURE ISLAND, FL, 33706.

9. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

If to the City:	**If to the Contractor:**
City of Treasure Island, Florida	_____
Attn. City Manager	_____
10451 Gulf Boulevard	_____
Treasure Island, Florida 33706	_____

With required copy to:

City Attorney, City of Treasure Island, Florida
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, Florida 32757

Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

10. MISCELLANEOUS.

a. This Agreement represents the entire agreement. No prior discussions or negotiations will be enforceable, unless included in this Agreement.
b. This Agreement is not assignable. Any modification to this Agreement must be made in writing, executed by both Parties.
c. This Agreement will be governed and construed in accordance with the laws of the laws of the State of Florida. The Parties agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.
d. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

e. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief, and knowledge of the nature, extent, effect, and duration of any actions, damages, and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Agreement will be deemed and treated as drafted jointly by all the Parties. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any Party to the Agreement, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement, or understanding not expressed in this Agreement has been made to an adverse party and that the terms of this Agreement are contractual and not a mere recital.
f. All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
g. Each of the Parties to this Agreement covenants to the other Party to this Agreement that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth below.
h. This Agreement must be executed by the respective duly authorized officials and will take effect as of the Effective Date and remain in effect as provided in the Original Contract.
i. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work under this Agreement.
j. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.
k. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor have caused this Agreement to be executed as of the Effective Date.

AS TO CONTRACTOR:

Witness:

_____
Signature

_____
Print Name

Witness:

_____
Signature

_____
Print Name

_____
Company Name

_____
Printed Name

_____
Title

_____
Signature

AS TO CITY OF TREASURE ISLAND, FLORIDA:

ATTEST:

_____
City Clerk

_____
City Manager