



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

**Wednesday, August 6th, 2025
6:30pm**

Town Hall

Assembly Hall

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC FORUM: Non-Agenda Items Only** **NOTE: A three-minute time limit** applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, **about a NON-AGENDA item**, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.
- 6. REPORTS**
 - Public Safety
 - Building/Code
 - Public Works/Parks
 - Finance
 - Mayor
 - Town Clerk
 - Town Attorney
 - Boards & Committees
- 7. CONSENT AGENDA**
 - A. Bill list for day ending July 31st, 2025
 - B. Minutes for regular Commission meeting of July 9th, 2025
 - C. Minutes for Special Commission meeting of July 28th, 2025
- 8. UNFINISHED BUSINESS**
 - A. **Second reading and adoption: Ordinance No. 2025-01:** An Ordinance of the Town of Redington Beach, Florida, Amending § 10-7 of the Redington Beach Town Code Related to Appeals of Floodplain Administrator Decisions; Making Related Findings; Providing For Codification, Severability, and for an Effective Date.
- 9. NEW BUSINESS**
 - A. Interlocal Agreement for Multi-Modal Impact Fee Coordination
 - B. BIG-C Forward Pinellas Board Appointment
 - C. Waste Connections Contract
- 10. OTHER BUSINESS**
- 11. ADJOURNMENT**

Note: The Town of Redington Beach Board of Commissioners meet the First Wednesday of each month beginning at 6:30 p.m.

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda. Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings.

Persons requiring a verbatim transcript of any Town meeting (for purposes of appeal or otherwise) should make arrangements to have a certified Court Reporter, at their own cost and expense, present at the meeting.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. (F.S. 286.0105) **Notice Regarding Special Accommodations:** (F.S. 286.26)

In accordance with F.S. 286.26 persons with disabilities needing special accommodations to participate in this meeting should contact the office of the Town Clerk 727-391-3875 no later than 2:00 p.m. on the day prior to the meeting to make arrangements for such special accommodations.

Agenda Item 7. CONSENT AGENDA

A. Bill list for day ending July 31st, 2025

B. Minutes for regular Commission meeting of July 9th, 2025

C. Minutes for Special Commission meeting of July 28th, 2025

INVOICE APPROVAL LIST BY FUND REPORT

Date: 07/10/2025

Time: 12:25 pm

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 572 Parks and Recreation							
101-572-572.490	Playground Equip						
	CREATIVE SHADE SOLUTIONS	2025-0532	TOWN PARK SAIL SHADES	0	07/10/2025	07/10/2025	12,800.00
							12,800.00
Total Dept. Parks and Recreation:							12,800.00
Total Fund General Fund:							12,800.00
Grand Total:							12,800.00

Mayor Will

Vice Mayor Thompson

Commissioner Cariello

Commissioner Kornijtschuk

Commissioner Murray

ATTEST:

Adriana Nieves, CMC

Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 07/16/2025

Time: 2:46 pm

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.410 Telephone	CHARTER COMMUNICATION	167052701070725	Phone & Internet 7/8/25-8/7/25	0	07/07/2025	07/07/2025	200.00
							200.00
101-512-512.411 Internet Services	CHARTER COMMUNICATION	167052701070725	Phone & Internet 7/8/25-8/7/25	0	07/07/2025	07/07/2025	159.99
							159.99
101-512-512.440 Utilities- Water/EI	PINELLAS COUNTY UTILITIE	Act. 100119133414	3414 4/2/25-6/2/25	0	06/16/2025	06/16/2025	192.13
							192.13
101-512-512.480 Promotion/Public	CHUCK GOLDSTEIN	7/15/2025	Towns 80th bday party	0	07/09/2025	07/09/2025	390.91
	JOHN MESSMORE	07/14/2025	BIG C Breakfast	0	07/09/2025	07/09/2025	1,791.96
	TIFFANY TERRACCIANO	Town bday party supplies	Towns 80th Birthday Party Sup.	0	07/14/2025	07/14/2025	598.18
							2,781.05
101-512-512.510 Office Supplies	APEX OFFICE PRODUCTS	2680454-0	Paper towels, toilet paper	0	07/09/2025	07/09/2025	174.40
	APEX OFFICE PRODUCTS	2680904-0	Legal pads	0	07/10/2025	07/10/2025	63.98
							238.38
101-512-512.515 Office Copier/Lea	KONICA MINOLTA BUSINESS	502934151	Lease & Usage	0	07/11/2025	07/11/2025	121.19
							121.19
101-512-512.520 Office Copier/Us	KONICA MINOLTA BUSINESS	502934151	Lease & Usage	0	07/11/2025	07/11/2025	101.39
							101.39
Total Dept. Town Clerk:							3,794.13
Dept: 514 Legal Counsel							
101-514-514.124 Town Attorney	TRASK, DAIGNEAULT, LLP A	6297	Legal Serv. Code En. June'25	0	07/01/2025	07/01/2025	2,340.00
	TRASK, DAIGNEAULT, LLP A	6296	Legal Serv. General June '25	0	07/01/2025	07/01/2025	7,155.00
							9,495.00
Total Dept. Legal Counsel:							9,495.00
Dept: 521 Law Enforcement							
101-521-521.340 Law Enforcement	PINELLAS COUNTY SHERIFF	1638034	Law Enforcment Services Jul'25	0	07/01/2025	07/01/2025	28,003.00
							28,003.00
Total Dept. Law Enforcement:							28,003.00
Dept: 522 Fire Control							
101-522-522.340 Fire Department	CITY OF MADEIRA BEACH	3582	Fire & EMS Services Qtr4 FY'25	0	07/01/2025	07/01/2025	17,682.83
							17,682.83
101-522-522.341 EMS (Seminole)	CITY OF SEMINOLE	25-120	Fire & EMS Services Qtr4 FY'25	0	07/01/2025	07/01/2025	17,682.83
							17,682.83
Total Dept. Fire Control:							35,365.66
Dept: 524 Protective Services							
101-524-524.421 Attorney Fees	TRASK, DAIGNEAULT, LLP A	6298	Code Appeal - McCandless	0	07/01/2025	07/01/2025	291.50

INVOICE APPROVAL LIST BY FUND REPORT

Date: 07/16/2025

Time: 2:46 pm

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							291.50
Total Dept. Protective Services:							291.50
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Lig						
	DUKE ENERGY	Collective acct. 930000009971	May 13, 2025 - June 16th, 2025	0	06/24/2025	06/24/2025	1,060.17
							1,060.17
Total Dept. Roads & Streets:							1,060.17
Dept: 571 Libraries							
101-571-571.000	Libraries						
	GULF BEACHES PUBLIC LIB	Qtr.4 FY 2025	4th Quarter Allocation	0	07/01/2025	07/01/2025	8,727.75
							8,727.75
Total Dept. Libraries:							8,727.75
Dept: 572 Parks and Recreation							
101-572-572.341	Storm Debris Col						
	G.A. NICHOLS COMPANY	25-0531#1F	Repairs to 158th Beach Access	0	06/25/2025	06/25/2025	2,400.00
							2,400.00
101-572-572.430	Utilities						
	DUKE ENERGY	Act. # 9100 8705 5135	May 28th 2025 - June 25th 2025	0	06/27/2025	06/27/2025	32.46
	PINELLAS COUNTY UTILITIE	Act.100105147731	7731 4/2/25-6/2/25	0	06/16/2025	06/16/2025	65.75
	PINELLAS COUNTY UTILITIE	Act. 100103337871	7871 4/2/25-6/2/25	0	06/23/2025	06/23/2025	30.27
	PINELLAS COUNTY UTILITIE	Act. 100104362637	2637 4/2/25-6/2/25	0	06/23/2025	06/23/2025	30.27
							158.75
101-572-572.462	Maintenance - Gr						
	LARSON & SON LANDSCAPE	49545	Sand for 158th Beach Access	0	06/23/2025	06/23/2025	986.00
							986.00
101-572-572.463	Maintenance - Tr						
	PRIMESCAPE SERVICES	605370	Yearly Palm Tree Trimming	0	07/11/2025	07/11/2025	5,535.00
	PRIMESCAPE SERVICES	605371	Removed 1 dead palm Beach P	0	07/11/2025	07/11/2025	250.00
							5,785.00
101-572-572.521	Twin Towers Ope						
	FLORIDA MONUMENT	250612	Kirk Brick	0	06/30/2025	06/30/2025	34.00
							34.00
101-572-572.527	Tools & Equipme						
	DOUDNA'S SEMINOLE MOW	98881	Mulch Blade, Sharpened Blade	0	07/07/2025	07/07/2025	264.96
	PINELLAS CENTRAL ACE	Trx #159045-2	Stihlrepair, Fuel Pump, Carbur	0	06/04/2025	06/04/2025	129.07
							394.03
101-572-572.535	Signage						
	OSBURN ASSOCIATES INC	INV12600	Beach Parking Signs	0	07/02/2025	07/02/2025	831.40
							831.40
Total Dept. Parks and Recreation:							10,589.18
Total Fund General Fund:							97,326.39
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.548	NPDES Drain Clc						
	PINELLAS COUNTY BOARD	B2370 project # 002318A	Water Quality Monitoring FY'24	0	03/19/2025	03/19/2025	963.96
							963.96
400-535-535.800	Storm Drain Repl						

Date: 07/16/2025

Time: 2:46 pm

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Town of Redington Beach

[illegible]

Date: 07/29/2025

Time: 11:51 am

Page: 1

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.400	Travel						
	ADRIANA NIEVES	7/28/25	Mileage Reimbursment	0	07/28/2025	07/28/2025	177.80
							177.80
101-512-512.490	Advertising						
	TAMPA BAY TIMES	47970-072725	Ordinance no. 2025-01	0	07/27/2025	07/27/2025	476.50
							476.50
101-512-512.510	Office Supplies						
	WATER BOY INC	61122550	.5L WB Spring Water	0	07/16/2025	07/16/2025	30.80
							30.80
Total Dept. Town Clerk:							685.10
Dept: 513 Finance & Admin							
101-513-513.495	Janitorial Service						
	ALL PURPOSE CLEANING	INV00057	office clean 7/11,7/18,7/25	0	07/21/2025	07/21/2025	210.00
							210.00
Total Dept. Finance & Admin:							210.00
Dept: 539 Department of Public Works							
101-539-539.440	P/W Utilities						
	DUKE ENERGY	ACT. 9100 8701 8726	June 12 2025 - July 11 2025	0	07/15/2025	07/15/2025	361.85
							361.85
Total Dept. Department of Public Works:							361.85
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	ACT. 9100 8701 8924	June 12 2025 - July 11 2025	0	07/29/2025	07/29/2025	45.22
							45.22
101-572-572.527	Tools & Equipment						
	PINELLAS CENTRAL ACE	7/25/2025	Pole pruner, Edger Blade...	0	07/25/2025	07/25/2025	596.13
							596.13
Total Dept. Parks and Recreation:							641.35
Total Fund General Fund:							1,898.30
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.441	Utility Mailing Co:						
	PINELLAS COUNTY UTILITIES	90007945	Stormwater Billing	0	07/17/2025	07/17/2025	557.70
							557.70
400-535-535.800	Storm Drain Repairs						
	SEMINOLE SEPTIC	6915134	Helene SW System Repairs 6/20	0	06/23/2025	06/23/2025	2,400.00
	SEMINOLE SEPTIC	6915137	Helene SW System Repairs 6/20	0	06/23/2025	06/23/2025	2,000.00
	SEMINOLE SEPTIC	6915148	Helene SW System Repairs 6/20	0	06/23/2025	06/23/2025	2,750.00
	SEMINOLE SEPTIC	6940354	Helene SW System Repairs 7/11	0	07/14/2025	07/14/2025	2,400.00
	SEMINOLE SEPTIC	6948530	Helene SW System Repairs 7/11	0	07/18/2025	07/18/2025	600.00
							10,150.00
Total Dept. Storm Water:							10,707.70
Total Fund Storm Water:							10,707.70
Grand Total:							12,606.00



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, July 9th, 2025
6:30 p.m.

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, July 9th, 2025 at 6:30 pm**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach, Florida.

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

Roll Call:

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

Also in attendance was Rob Peebles, Building Official.

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

Public Forum: NONE

Reports:

Public Safety

- Commissioner Murray reported that the crime stats for the Town for 2025 look very good so far.

Building/Code

- Vice Mayor Thompson asked Building Official Rob Peebles to give an update. Mr. Peebles reported that 845 permit applications have been received and only 93 have not been issued yet. He noted that this is an 89% completion rate. He also reported that foot traffic and call volume is much lower in recent weeks.

Public Works/Parks

- Commissioner Cariello reported that Seminole Septic is working throughout the Town to inspect the stormdrain system to look for damages caused by Hurricane Helene.

Finance

- Commissioner Kornijtschuk reported that the budget for FY26 is in process and the Finance Committee has met once with a second meeting scheduled for the next night.

Mayor

- Mayor Will was absent and did not give a report.

Town Clerk

- Nothing to report

Town Attorney

- Nothing to report

Boards and Committees

- Nothing to report

CONSENT AGENDA

- A. Bill list for day ending June 30th, 2025
- B. Minutes for regular Commission meeting of June 4th, 2025

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

UNFINISHED BUSINESS

NONE

NEW BUSINESS

- A. Kevin McAndrew, Pinellas County Building & Development Review Services and Code Enforcement discussed the Pinellas County Building Department's permit issuance process. He also highlighted that their services cover unincorporated Pinellas County and seven other municipalities: Belleair Beach, Belleair Bluffs, Belleair Shore, Indian Rocks Beach, Kenneth City, Safety Harbor, and Oldsmar. Mr. McAndrew noted that Pinellas County issues approximately 28,000 permits annually. Most residential permits have a turnaround time of 14 days from application to issuance, while some "express" permits are issued on the same day they are applied for. He also mentioned that Pinellas County is currently not accepting any additional cities for permit services. Commissioner Murray noted that while quicker permit processing is beneficial, the primary cause of permitting delays has been the SD letters. Mr. McAndrew reported that Pinellas County has issued a Request for Proposal (RFP) for Floodplain Management support. This measure is intended to provide assistance to all 24 municipalities if needed after future events. During the public comment section, Greg Unger, 15829 Redington Drive, sought confirmation on whether Pinellas County would be taking on any additional cities. Mr. McAndrew confirmed that they would not.
- B. Discussion - Substantial Damage appeals process – Attorney Eschenfelder reported that there was some difficulty by the Board of Adjustment members when tasked with appeals from decisions of the Building Official regarding substantial damage determinations. He noted that this process could better be served with a special magistrate as opposed to the Board of Adjustment. Attorney Eschenfelder noted that many other municipalities have a special magistrate to hear their cases. Commissioner Cariello noted that the Board of Adjustment is not the right group to hear these appeals, but added that the special magistrate should have certain qualifications such as a background in construction or a similar field. Commissioner Kornijtschuk agreed that a special magistrate is a better option.

Public comment:

Sue Ferenc 15524 Redington Drive noted that Tidal Basin used bad data and if they had done a better job, there wouldn't be as many appeals to the Building Official.

Brian Mathers 15719 Gulf Blvd expressed his frustration with the post-storm permitting process and substantial damage determination process.

Commissioner Cariello reminded the audience to stay on topic, to speak one at a time and to approach the podium and identify themselves prior to speaking.

Greg Unger 15829 Redington Drive suggested a group of 3 professionals to act as a panel for appeals.

Jim Hoffman 15910 Redington Drive supports a special magistrate.

Derek Malam 4th St E supports a special magistrate.

Susan Rogers 16331 Redington Drive stated that the data from Tidal Basin was inaccurate.

Commissioner Murray supports using a professional as opposed to a special magistrate, however, Attorney Eschenfelder cautioned that finding a lawyer with an engineering degree may be difficult.

Jim Trueblood 16305 Redington Drive asked who carries the burden of proof in the appeals hearing. Attorney Eschenfelder noted that the Town carries the burden of proof.

Commission consensus to authorize Attorney Eschenfelder to draft an ordinance removing the Board of Adjustment and giving the process to a special magistrate.

- C. Special Magistrate Contract – The town's current special magistrate for code enforcement cases is retiring. A new special magistrate is available. No public comment. Motion by Commissioner Kornijtschuk to approve the special magistrate's contract, second by Commissioner Cariello. Motion passed with a roll call vote.

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

- D. Pinellas County Sheriff's Office Contract – No Board discussion. No public comment. Motion by Commissioner Kornijtschuk to approve the PCSO contract, second by Commissioner Cariello. Motion passed with a roll call vote.

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

OTHER BUSINESS

With no further business, motion to adjourn was made by Commissioner Kornijtschuk and seconded by Commissioner Cariello. Regular meeting was adjourned at 7:41pm.

Adopted: August 6th, 2025

Adriana Nieves, CMC, CFM
Town Clerk



**TOWN OF REDINGTON BEACH, FLORIDA
BOARD SPECIAL MEETING MINUTES
Monday, July 28th 2025
4:00pm**

Having been duly advertised as required by law, the **Special Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Monday, July 28th, 2025 at 4:00 pm**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach, Florida.

Vice-Mayor Thompson called the **Special Meeting** to order and led the pledge of allegiance.

Roll Call:

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

*Mayor Will and Commissioner Murray appeared by telephone.

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

Public Forum:

None

NEW BUSINESS

- a. Adopt Tentative Millage Rate – Commissioner Kornijtschuk reported that the Finance Committee met earlier that month and recommends keeping the millage rate at 1.8149%. A motion by Commissioner Kornijtschuk and seconded by Commissioner Cariello to approve the tentative millage rate.
Public comment: Leslie Wilkins 505 161st Ave supports keeping the millage rate 1.8149%.
Motion passed with a roll call vote.

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

- b. **Ordinance No. 2025-01:** An Ordinance of the Town of Redington Beach, Florida, Amending § 10-7 of the Redington Beach Town Code Related to Appeals of

Floodplain Administrator Decisions; Making Related Findings; Providing For Codification, Severability, and for an Effective Date.

Vice-Mayor Thompson explained that currently, the Board of Adjustment is tasked with hearing appeals from decisions of the Building Official for Substantial Damage Determination appeals. Ord. 2025-01 will shift that duty to a special magistrate instead of the Board of Adjustment. Commissioner Cariello supports paragraph "h" which outlines the Town's efforts to hire a special magistrate with expertise in engineering, construction, or related fields.

Public comment: None

Motion passed with a roll call vote.

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

OTHER BUSINESS

With no further business, motion to adjourn was made by Commissioner Kornijtschuk and seconded by Commissioner Cariello. Special meeting was adjourned at 4:08pm.

Adopted: August 6th, 2025

Adriana Nieves, CMC, CFM
Town Clerk

Agenda Item 8 A.

Second reading and adoption: Ordinance No. 2025-01: An Ordinance of the Town of Redington Beach, Florida, Amending § 10-7 of the Redington Beach Town Code Related to Appeals of Floodplain Administrator Decisions; Making Related Findings; Providing For Codification, Severability, and for an Effective Date.

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING § 10-7 OF THE REDINGTON BEACH TOWN CODE RELATED TO APPEALS OF FLOODPLAIN ADMINISTRATOR DECISIONS; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Beach has, since the 1970s, been a participant in the Federal Emergency Management Administration's (FEMA) National Flood Insurance Program (NFIP); and

WHEREAS, participation in the NFIP is required in order to allow property owners in the Town to have access to discounted federal flood insurance policies, and to allow the Town to be eligible for Public Assistance Grants to allow reimbursement of post-disaster debris removal and emergency staffing expenses, and for infrastructure improvements related to creating more disaster/hurricane resilient public infrastructure; and

WHEREAS, as a requirement of the NFIP regulations, the Town has been obligated to create and maintain a Floodplain Code, which is periodically reviewed and must be approved by FEMA and the Florida Division of Emergency Management (FDEM); and

WHEREAS, the Town's Floodplain Code provides for certain of the Town's Floodplain Administrator to administer the Floodplain Code, including the FEMA-required Substantial Damage/Substantial Improvement regulations (commonly referred to as "the 50% rule"); and

WHEREAS, in September and October of 2024, Pinellas County was struck by two powerful hurricanes, Helene and Milton, which caused widespread flooding and related property damage in the Town; and

WHEREAS, in the aftermath of these storm events, residents and other property owners in the Town began the process of pursuing permits to repair or replace their homes; and

WHEREAS, part of that permitting process required applicants to determine if their structures were "Substantially Damaged" (as defined by FEMA regulations) since this determination would drive whether owners could simply make repairs, or would need to re-build to current wind, flood elevation, and other construction standards of the current Florida Building Code; and

WHEREAS, pursuant to federal regulations and the Floodplain Code, the Floodplain Administrator is the regulatory official who is authorized to make the final determination as to whether a structure has been Substantially Damaged; and

WHEREAS, under Town Code § 10-7, owners of structures deemed Substantially Damaged by the Floodplain Administrator's final administrative determination may appeal such decisions in a quasi-judicial setting, which currently goes to the Town's Board of Adjustment (BOA), which has as its primary function reviewing requests for common variances; and

WHEREAS, subsequent to initial Substantial Damage determination appeals to the BOA, BOA members expressed a lack of familiarity with the procedures or standards that should be applied, and a level of discomfort in overseeing a process with such potentially significant financial impacts on fellow Town residents; and

WHEREAS, Florida Statutes § 553.73(5) authorizes municipalities to adopt by ordinance an administrative or technical amendment relating to flood resistance in order to implement the NFIP or incentives, which amendment may assign the duty to enforce all or portions of flood-related code provisions to the appropriate municipal agencies, and to adopt procedures for variances and exceptions from flood-related Florida Building Code (FBC) provisions (other than for structures seaward of the coastal construction control line) consistent with the requirements in 44 C.F.R. § 60.6, even if such amendment is more stringent than the FBC, and such procedures may not be rendered void when the FBC is updated if the amendment is adopted for the purpose of participating in FEMA's Community Rating System promulgated pursuant to 42 U.S.C. § 4022, and

WHEREAS, upon discussing the matter at a regular meeting, the Commission determined that: 1) to speed up the timeline for any appeals avoiding quorum issues, 2) to relieve the BOA members of presiding over matters for which they are not usually tasked, and 3) to ensure owners still receive a prompt quasi-judicial appeal hearing before a qualified official, a Town Special Magistrate should be tasked with jurisdiction to hear appeals brought pursuant to § 10-7; and

WHEREAS, the Commission finds that it is in the best interest of the Town and its citizens to adopt the Code amendment set forth in this Ordinance.

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

Section 1. Section 10-7 of the Redington Beach Town Code is hereby amended as follows:

Sec. 10-7. Variances and appeals.

- (a) *General.* The ~~special magistrate board of adjustment~~ shall hear and decide ~~on requests for~~ appeals and requests for variances from the strict application of this chapter. Pursuant to ~~Florida Statutes~~ § 553.73(5), the ~~special magistrate board of adjustment~~ shall hear and decide ~~on requests for~~ appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to section 3109 of the Florida Building Code, Building.
- (b) *Appeals.* The ~~special magistrate board of adjustment~~ shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision may appeal such decision ~~by petition for writ of certiorari~~ as provided by general law.

- (c) *Limitations on authority to grant variances.* The ~~special magistrate board of adjustment~~ shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection 10-7(f) of this section, the conditions of issuance set forth in subsection 10-7(g) of this section, and the comments and recommendations of the floodplain administrator and the building official. The ~~special magistrate board of adjustment~~ has the right to attach such conditions as ~~that official it~~ deems necessary to further the purposes and objectives of this chapter.
- (d) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- (e) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the variance is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (f) *Considerations for issuance of variances.* In reviewing requests for variances, the ~~special magistrate board of adjustment~~ shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:
 - (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - (4) The importance of the services provided by the proposed development to the community;
 - (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - (6) The compatibility of the proposed development with existing and anticipated development;
 - (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(g) *Conditions for issuance of variances.* Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;
- (2) Determination by the special magistrate board of adjustment that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(h) *Magistrate qualifications.* When recruiting for special magistrates who will consider appeals pursuant to this section, in addition to the base requirements of a special magistrate set forth in § 2-43 of the code, the town shall endeavor to recruit magistrates with experience or backgrounds in engineering, architecture, construction litigation, real property or similar fields. In the event the town has been able to contract with magistrates with such experience or background, the clerk shall assign appeals under this section to such magistrates.

Section 2. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Town prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement

of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Town, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Town's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

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

Section 4. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 5. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 28th day of July, 2025, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the 6th day of August, 2025, by
the Board of Commissioners of the Town of Redington Beach, Florida.

Attest:

David Will, Mayor

Adriana Nieves, CMC, Town Clerk

Agenda item 9 A.

**Interlocal Agreement for Multi-Modal
Impact Fee Coordination**

**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
MULTIMODAL IMPACT FEE COORDINATION**

THIS INTERLOCAL AGREEMENT FOR MULTIMODAL IMPACT FEE COORDINATION (“the Agreement”), is made and entered into this ____ day of _____, 2025, by and between Pinellas County, a political subdivision of the State of Florida (the “County”) and the Town of Belleair, the City of Clearwater, the City of Dunedin, the City of Gulfport, the Town of Indian Shores, the City of Largo, the City of Madeira Beach, the Town of North Redington Beach, the City of Pinellas Park, the Town of Redington Beach, the Town of Redington Shores, the City of St. Pete Beach, the City of St. Petersburg, the City of Seminole, the City of South Pasadena, the City of Tarpon Springs, and the City of Treasure Island (individually as the “Municipality,” collectively as the “Municipalities”), and jointly referred to from time to time throughout this Agreement as the “Parties”.

Recitals

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Florida Statutes § 163.01, also known as the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, the County established a countywide mobility management system pursuant to its home rule authority which governs 1) the process of managing transportation impacts of development projects and 2) the assessment, collection, and expenditure of multimodal impact fees, pursuant to Florida Statutes § 163.31801; and

WHEREAS, the countywide multimodal transportation system consists of all transportation facilities and public rights-of-way, including roads, bridges, transit infrastructure, trails, and sidewalks that facilitate the movement of people and goods within the geographic boundaries of Pinellas County and provide connections to the broader region through a variety of travel choices; and

WHEREAS, the County and the Municipalities recognize the importance of developing and maintaining a safe, efficient, and convenient multimodal transportation

system that has adequate capacity to meet the mobility needs of all users and promote and protect public health and safety; and

WHEREAS, the County has established, as provided in Pinellas County Ordinance No. 16-21, that land development activities generate impacts to the multimodal transportation system and new development shall bear a proportionate share of the cost of capital expenditures for new or expanded multimodal transportation facilities required by such development in order to maintain adopted level of service standards and improve capacity of the countywide multimodal transportation system; and

WHEREAS, Forward Pinellas, acting in its capacity as the Pinellas County Metropolitan Planning Organization, has adopted the Pinellas County Mobility Plan to replace local transportation concurrency management programs with a countywide system that provides local governments with the means to manage the traffic impacts of development projects and increase mobility for all roadway users through local site plan review processes and the use of multimodal impact fees to fund mobility improvements; and

WHEREAS, the County has adopted a mobility management system designed to implement the Pinellas County Mobility Plan as outlined in Chapter 150 of the Pinellas County Land Development Code; and

WHEREAS, Chapter 150, Article II of the Pinellas County Land Development Code (the "Multimodal Impact Fee Ordinance") establishes the processes by which the County and the Municipalities assess, collect, and expend multimodal impact fees (the "Impact Fees"); and

WHEREAS, the County and the Municipalities share responsibility for collection of Impact Fees for developments that will generate additional traffic impacts to the countywide multimodal transportation system; and

WHEREAS, Section 150-39 of the Pinellas County Land Development Code requires that no County or municipal certificate of occupancy, use permit, or occupational license for any activity requiring payment of the Impact Fee shall be issued unless and until the Impact Fee has been paid;

WHEREAS, Florida Statutes § 163.3180(5)(j) requires that counties and municipalities that charge developers of new developments or redevelopments a fee for transportation capacity impacts enter into an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, though both the County and the Municipalities operate pursuant to the processes and procedures established by Chapter 150, Article II of the Pinellas County Land Development Code for the assessment, collection, and expenditure of Impact Fees, there is no interlocal agreement in place memorializing the cooperative mitigation of transportation impacts; and

WHEREAS, both the County and the Municipalities wish to enter into this Agreement pursuant to Florida Statutes § 163.3180(5)(j) which will serve to memorialize their cooperative mitigation of transportation impacts.

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

SECTION 1 RECITALS

The above recitals are hereby incorporated fully into this Agreement as adopted findings of fact and intent.

SECTION 2 IMPOSITION AND COLLECTION OF MULTIMODAL IMPACT FEES

2.1 Pursuant to Florida Statutes § 163.3180(5)(j)(4), Impact Fees are imposed countywide, including in the incorporated and unincorporated areas of the County, as provided in Section 150-49 of the Pinellas County Land Development Code.

2.2 Pursuant to Section 150-39 of the Pinellas County Land Development Code, any person who seeks a certificate of occupancy for land development activity or seeks to change a use by applying for issuance of a local business tax receipt, land use permit, development order or municipal equivalent thereof which will generate additional traffic shall be required to pay a multimodal impact fee in the manner and amount set forth by Chapter 150, Article II of the Pinellas County Land Development Code.

2.3 Pursuant to Florida Statutes § 163.3180(5)(j)(2), the County and the Municipalities agree that payment and collection of Impact Fees shall be collected by each Municipality, as part of the building and permitting processes of each Municipality as provided in Section 150-41 of the Pinellas County Land Development Code. The amount of the required Impact Fees shall be computed in the manner set forth in Section 150-40 of the Pinellas County Land Development Code.

2.4 Pursuant to Section 150-42 of the Pinellas County Land Development Code, each Municipality which collects and administers Impact Fee funds shall establish a trust account which shall be used exclusively for Impact Fees collected under the terms of Chapter 150, Article II of the Pinellas County Land Development Code. Pursuant to Section 150-43(e) of the Pinellas County Land Development Code, the fees shall be held by each Municipality until the end of the fiscal year in which collected. On the beginning of each new fiscal year (October 1), the Municipalities shall transfer one-half of all fees collected, and the interest accrued thereon, less the amount retained by each Municipality for administering the Impact Fee program, to the County for placement in the appropriate County Impact Fee trust account. The remaining one-half shall be deposited in the Municipalities' respective trust accounts.

2.5 The Municipalities and County shall use their respective share of the collected Impact Fees in a manner consistent with the provisions of Chapter 150, Article II of the Pinellas County Land Development Code.

2.6 The Municipalities and County agree that any new development or redevelopment shall not be charged twice for the same transportation capacity impacts.

SECTION 3 NONPAYMENT OF MULTIMODAL IMPACT FEES

The Parties agree that in the event of non-payment of Impact Fees by the feepayer, no certificate of occupancy, or other such license permit, or municipal equivalent requiring payment of an Impact Fee pursuant to Chapter 150, Article II of the Pinellas County Land Development Code shall be issued unless and until the Impact Fee has been paid.

SECTION 4 REFUND

Nothing in this Agreement alters the right of a fee payer to request refunds pursuant to Section 150-44 of the Pinellas County Land Development Code.

SECTION 5 IMPACT FEE CREDITS

Nothing in this Agreement modifies, waives, or alters the method for calculating the required Impact Fees pursuant to section 150-40 of the Pinellas County Land

Development Code, nor does it modify, waive, or alter the authority of each Municipality to approve alternative methods of calculation of Impact Fees and/or accept an offer by the feepayer to construct mobility improvements consistent with the comprehensive plan or other plans of the Municipality, or Forward Pinellas' LRTP, for credit against the assessed Impact Fee pursuant to Section 150-41 of the Pinellas County Land Development Code.

SECTION 6 INDEPENDENT CALCULATION

Nothing in this Agreement modifies or prevents the right of any feepayer to determine their multimodal impact by providing an independent fee calculation study pursuant to the provisions of Section 150-40(d) of the Pinellas County Land Development Code.

SECTION 7 RIGHT-OF-WAY USE PERMITS; RIGHT-OF-WAY PERMITS

Nothing in this Agreement modifies, waives, alters, or transfers County jurisdiction over the County Road System or the Municipalities' jurisdiction over their respective Municipal Road System or the ability to issue right-of-way permits or use permits for improvements to roads.

SECTION 8 ENTIRE AGREEMENT

This Agreement embodies all of the promises, covenants, agreements, conditions, and understandings between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations, inducements, and/or agreements, whether written or verbal, expressed or implied, between the Parties hereto, except as herein contained.

SECTION 9 OFFICIAL NOTICE

All notices, consents, approvals, waivers, and elections 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 Housing and
Community Development
Glenn Bailey, Interim Director
310 Court Street
Clearwater, FL 33756
gbailey@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 10 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County pursuant to Florida Statutes § 163.01. The County shall be responsible for said filing and shall notify the Municipalities of the filing date.

SECTION 11 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

11.1 This Agreement may be signed in counterparts and will become effective as to each Municipality after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 10 and shall continue until terminated by either Party.

11.2 This Agreement may be terminated upon thirty (30) days written notice. In the event this Agreement is terminated, the Parties shall be subject to the requirements of Florida Statutes § 163.3180(5)(j)(4)(b).

SECTION 12 NO WAIVER OF SOVEREIGN IMMUNITY

Both the County and the Municipalities expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes § 768.28, as amended from time to time. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County or the Municipalities for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County or the Municipalities, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 13 APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated 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 as set forth in Section 11.1 above.

PINELLAS COUNTY, FLORIDA,
by and through its County Administrator:

By: _____
Barry A. Burton,
County Administrator

TOWN OF REDINGTON BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

Agenda Item 9B.

BIG-C Forward Pinellas Board Appointment



July 9, 2025

The Honorable David Will, Mayor
Town of Redington Beach
105 164th Avenue
Redington Beach, FL 33708

RE: Forward Pinellas Board Appointment

Dear Mayor Will:

As you are aware, the seat on the Forward Pinellas Board representing the beach communities is now vacant following your resignation. A new appointment will need to be made to fulfill the remainder of the term which ends on December 31, 2026, but allows for reappointment. Mayor Anne-Marie Brooks from the City of Madeira Beach has volunteered to fill the vacancy. That said, the governing documents for the Forward Pinellas Board require that we follow the same procedure to fill a vacancy as was used to make the original appointment.

Therefore, as one of the 10 barrier island communities that share a representative on the board, your local government is being asked to participate in the member appointment process developed by the Barrier Islands Governmental Council (BIG-C) to fill this vacancy as follows:

- Step 1: Each BIG-C municipality (excluding Clearwater) shall take formal action to either nominate one of its own elected officials or support the nomination of an elected official from another community. The name of that individual should then be transmitted to the BIG-C via Adriana Nieves, the Town Clerk for Redington Beach at 105 164th Ave, Redington Beach, FL 33708-1519, by August 15th for inclusion in the August BIG-C meeting agenda packet;
- Step 2: After nominations are received, at its August 27th meeting, the BIG-C, by majority vote, shall recommend an appointment;

- Step 3: The municipal government board on which the recommended elected official serves shall confirm the appointment; and
- Step 4: The municipal government board on which the recommended elected official serves shall transmit the name of the appointee to Forward Pinellas.

Meeting the deadline for submitting nominations will be important to ensure the beach communities are represented on the Forward Pinellas Board again as soon as possible.

Please contact me, or Tina Jablon at 727-464-5307, if more information or clarification is needed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Whit Blanton".

Whit Blanton, FAICP
Executive Director

cc: Mayor David Will, President, BIG-C
Adriana Nieves, Clerk, Town of Redington Beach

Agenda Item 9 C.

Waste Connections Contract

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

This First Amendment to the Exclusive Franchise Agreement for the Collection, Hauling, Recycling, and Disposal of Municipal Solid Waste and Recyclable Materials (the "First Amendment") is entered into this ____ day of _____, 2021, by and between Waste Connections of Florida, Inc. formerly known as Progressive Waste Solutions of FL, Inc. (the "Service Provider") and the Town of Redington Beach, Florida (the "Town").

RECITALS:

WHEREAS, the Town and the Service Provider entered into that Exclusive Franchise Agreement for the Collection, Hauling, Recycling, and Disposal of Municipal Solid Waste and Recyclable Materials dated as of October 1, 2014 (the "Agreement") to provide collection, hauling, and disposal services garbage and recycle collection throughout the Town (as such terms are defined in the Agreement); and

WHEREAS, the Town issued Request for Proposal #2020-01 on September 14, 2020 for Solid Waste and Recycling Collection Services (the "RFP"); and

WHEREAS, the Service Provider submitted a response to the RFP and was selected by the Town as the successful bidder

WHEREAS, in lieu of entering into a new contract, the Town and the Service Provider mutually desire to amend the existing Agreement as further described herein.

AGREEMENT:

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

1. **Term.** Upon execution of this First Amendment, Section 11 shall be deleted in its entirety and replaced with the following:

"The term of this Agreement shall commence on October 1, 2014 and conclude on November 30, 2025. At the expiration of the term of this Agreement, the Agreement may be extended for one (1) successive period of five (5) years upon the mutual written agreement of the parties."

2. **Rates.** On December 1, 2021, Section 8.A. shall be deleted in its entirety and replaced with the following:

"Beginning on December 1, 2020 through November 30, 2021, the Service Provider shall charge the rates set forth on Exhibit A, attached hereto and incorporated herein. On December 1, 2021, the rates set forth shall be increased pursuant to Section 9 of the Agreement. These rates apply to all Residential Units that are located within the Town's corporate limits and billed by the Town for water and sewer services."

3. **Toters.** Notwithstanding anything to the contrary contained herein, upon the execution of this First Amendment, the residents of the Town shall have the option to purchase a 95-gallon Municipal Solid Waste container/toter for seventy-five dollars and 00/100 (\$75.00).

4. Section 15 shall be deleted in its entirety and replaced with the following:

SECTION 15. SPILLAGE AND LITTER BY SERVICE PROVIDER

The Service Provider shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the Town as a result of the Service Provider's activities.

The Service Provider shall immediately pick up any spillage or litter from Collection Containers that is caused by the Service Provider.

When hauling or transporting any material over public roads in the Town, the Service Provider shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. If Solid Waste or any other material escapes from or is scattered by the Service Provider's vehicle for any reason, the Service Provider shall immediately stop and pick up such material.

The Service Provider's vehicles shall not release or cause litter in violation of the Florida Litter Law (Florida Statutes § 403.413) or the Ordinances. If litter is released or falls from Service Provider's vehicle for any reason, the Service Provider shall immediately stop the vehicle and retrieve the litter.

The Service Provider shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from Service Provider's vehicles. The Service Provider also shall repair any damage associated with such leaks or spills. The Service Provider shall repair, repaint, or repave the damaged area to an as good or better condition if the Town concludes such action is necessary to repair the damage caused by the Service Provider. Notwithstanding the foregoing, Service Provider shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment unless such is solely caused by the negligence or willful misconduct of the Service Provider.

If the Town or a Customer notifies the Service Provider before 12 p.m. (noon) on an Operating Day that the Service Provider has caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Service Provider shall clean up the liquids and materials before the end of that Operating Day. If the Town or a Customer notifies the Service Provider after noon, the Service Provider shall clean up the liquid or material before noon on the next Operating Day.

5. Section 23 shall be deleted in its entirety and replaced with the following:

SECTION 23. THE SERVICE PROVIDER'S INSURANCE AND PERFORMANCE BOND.

The Service Provider shall maintain, on a primary and non-contributory basis, and at its sole expense, at all times on and after the Commencement Date, until this Agreement expires or is terminated, policies of insurance that insure the Service Provider against claims, demands, or causes of action for injuries received or damages to people or property caused by or resulting from the Service Provider's negligent acts, and errors or omissions under this Agreement. At a minimum, the Service Provider shall maintain at all times the following insurance coverage, with the limits and endorsements described

herein. The requirements contained herein, as well as the Town's review of and comments concerning the insurance maintained by the Service Provider, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Service Provider under this Agreement.

COMMERCIAL GENERAL LIABILITY

The Service Provider shall maintain Commercial General Liability with a limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate. The Service Provider shall warrant its coverage will not contain any restrictive endorsement(s) excluding or limiting Contractual Liability or Cross Liability as pertains to Town.

BUSINESS AUTOMOBILE LIABILITY

The Service Provider shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

POLLUTION REMEDIATION AND LEGAL LIABILITY

The Service Provider shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. The Service Provider agrees the policy shall be maintained for a minimum three (3) year period following expiration of the Agreement.

UMBRELLA OR EXCESS LIABILITY

The Service Provider shall maintain Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. The Service Provider shall include each required policy herein, other than Pollution Remediation and Legal Liability and Worker's Compensation Insurance & Employers Liability, as an underlying policy on the Umbrella or Excess Liability. The Service Provider shall endorse the Town as an "Additional Insured" on the Umbrella or Excess Liability to the extent such liabilities are assumed hereunder by Service Provider, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Following-Form" basis. This liability may be satisfied by multiple layers of Excess coverage lines.

WORKER'S COMPENSATION INSURANCE & EMPLOYERS LIABILITY

The Service Provider shall maintain Worker's Compensation Insurance & Employers Liability. The Service Provider shall maintain Employers' Liability Limits not less than \$2,000,000 Each Accident, \$2,000,000 Disease Each Employee, and \$2,000,000 Disease Policy Limit. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

ADDITIONAL INSURED ENDORSEMENTS

The Service Provider shall endorse its insurance with the Town as an Additional Insured to the extent such liabilities are assumed hereunder by Service Provider as

follows: (1) for the Commercial General Liability, the Service Provider shall endorse the Town with the CG 2010 07 04 or GC 2010 04 13 Additional Insured - Developers, Lessees, or Contractors, - Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured - Developers, Lessees, or Contractors - Completed Operations, or similar endorsement; (2) for the Business Automobile Liability, the Service Provider shall endorse the Town with a CA 2048 - Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Service Provider shall endorse the Town with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Service Provider shall endorse the Town as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "Following-Form" basis. The Additional Insured shall read "Town of Redington Beach" for all endorsements. Upon request by the Town, a copy of any endorsement issued to extend coverage to the Town shall be provided when evidencing insurance to the Town.

WAIVER OF SUBROGATION

The Service Provider shall endorse the Commercial General Liability with a Waiver of Subrogation endorsement GC 2404 A 05 09 Waiver of Transfer of Rights of Recovery Against Other to Us, or similar endorsement providing equal or broader Waiver of Subrogation, as well as a Waiver of Subrogation for every other required policy herein in favor of the Town for each required policy providing coverage during the entire term of this Agreement. When required by the insurer, or should a policy condition not permit the Service Provider to enter into a pre-loss agreement to waive subrogation without an endorsement, the Service Provider agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the Service Provider enter into such an agreement on a pre-loss basis.

CERTIFICATE(S) OF INSURANCE

At least fifteen (15) days before the Commencement Date, the Service Provider shall provide the Town with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify requirement, when available by endorsement from the Service Provider's insurer. If the Service Provider receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Service Provider shall provide notice to the Town by fax within five (5) Operating Days, and the notice shall include a copy of the non-renewal or cancellation notice or a written statement specifically identifying the coverage that is no longer in compliance. The Certificate of Insurance shall identify the Town's RFP (No. 04-17-19-10) and this Agreement in the Certificate. The Certificate Holder shall be identified as:

Original to:

Town of Redington Beach Attention: City Clerk
105 164th Avenue
Redington Beach, Florida 33708

Copy to:

Trask Daigneault, LLP
Attention: Jay Daigneault, Town Attorney
1001 S Fort Harrison Ave Ste 201
Clearwater, FL 33756-3941

The Town shall have the right to withhold any payment to the Service Provider until evidence of coverage, reinstated coverage, or replacement coverage is provided to the Town. If the Service Provider fails to maintain the insurance required herein, the Town shall have the right, but not the obligation, to purchase replacement insurance to satisfy the unmet requirements, and the Service Provider shall reimburse any premiums or other expenses incurred by the Town.

RIGHT TO REVISE OR REJECT

The Town reserves the right, but not the obligation, to reasonably reject any insurance policy that fails to meet the criteria stated herein. Additionally, the Town reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the Town's approval of any insurance provided by the Service Provider or a subcontractor, nor the Town's failure to disapprove such insurance, shall relieve the Service Provider or a subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

OTHER INSURANCE REQUIREMENTS

All of the insurance policies required herein shall be written by a company with an A.M. Best rating of A-X or better. The insurance company shall be duly authorized and licensed to do business in the State of Florida and the policies shall be executed by agents thereof that are duly licensed as agents in Florida. In such circumstances, the Service Provider shall be required to demonstrate to the satisfaction of the Town that the Service Provider has adequate financial resources to defend and cover all claims in the amounts and categories required by the Town.

PERFORMANCE BOND

The Service Provider shall furnish the Town with a performance and payment bond in a sum equal to the amount of \$250,000, conditioned upon the performance by the Service Provider of all undertakings, covenants, terms, conditions, and agreements of this Contract. The Service Provider shall execute such bond with a corporate bonding company licensed to transact such business in the State of Florida and acceptable to the Town.

The expense of this bond shall be borne by the Service Provider. If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the Town may require another Surety that the Service Provider shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney in fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond.

6. Section 24 shall be deleted in its entirety and replaced with the following:

SECTION 24. INDEMNIFICATION.

To the greatest extent allowed by Applicable Law, the Service Provider releases and shall indemnify, hold harmless, and, if requested by the Town, defend, each Town Indemnified Party from and against any Indemnified Loss. The obligation of the Service Provider under this Section 24 is absolute and unconditional; to the extent allowed by Applicable Law or not otherwise prohibited, it is not conditioned in any way on any attempt by a Town Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Service Provider might have against the Town Indemnified Party.

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

If the Town invokes its right to defend any claim or action with respect to any Indemnified Loss, the Town may employ any outside counsel of its choice to enforce or defend the Town's right to indemnity provided by this Agreement. If the Service Provider undertakes the defense of any claim or action with respect to any Indemnified Loss, the Town

Indemnified Party may participate in the defense at the Service Provider's sole cost and expense. The Service Provider shall advance or promptly reimburse to a Town Indemnified Party any and all costs and expenses incurred by the Town Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the Town Indemnified Party is entitled to indemnification under this Agreement, whether or not the Town Indemnified Party is a party or potential party to it.

7. Section 26 shall be deleted in its entirety and replaced with the following:

SECTION 26. TERMINATION BY EITHER PARTY FOR CAUSE.

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by Service Provider shall include but not be limited to the following:

Refusing to comply with any lawful order of the Administrator.

Failing to begin work within the time specified in this Agreement.

Discontinuing operations without prior authorization from the Administrator.

Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.

Failing to obey any Applicable Law.

Soliciting or accepting any Rates, payments, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Source Separated Recyclable Materials collected within the Service Area except as is explicitly authorized herein.

Failing to deliver Residential Waste, Commercial Waste, or Source Separated Recyclable Materials collected in the Service Area to the appropriate Designated Facility.

Failing to pay, or circumventing the payment of, any Tipping Fee that the Service Provider is obligated to pay to a Designated Facility pursuant to this Agreement.

Failing to comply with this Agreement or the procedures in the Service Provider's Collection Plan.

Failing to obtain or continuously maintain insurance policies in the manner required herein.

Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.

Failing to provide or continuously maintain the Performance Bond required pursuant to this Agreement.

A representation or warranty provided by the Service Provider in this Agreement is or becomes inaccurate in any material respect.

Before a Party may terminate this Agreement pursuant to this Section, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure period. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Town's Mayor in cases where the defaulting Party is the Service Provider, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party, and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) for all or a substantial portion of a Party's property or business; or by becoming insolvent.

Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

Public Entity Crime

The Service Provider is placed on a convicted vendor list following a conviction for a public entity crime; or

Fraud

The Service Provider commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the Town.

Use of Unauthorized Landfill

The Service Provider collects Solid Waste pursuant to this Agreement and then delivers such waste to a landfill for disposal which is not authorized by this Agreement, without having received the Administrator's prior written approval.

8. Section 31 shall be deleted in its entirety and replaced with the following:

SECTION 31. ATTORNEY'S FEES.

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

9. A new Section 32 shall be added as follows:

SECTION 32. COMPLIANCE WITH LABOR AND IMMIGRATION LAWS.

The Service Provider shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Service Provider acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Service Provider's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Service Provider shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Service Provider's contract with the Town cannot be renewed unless, at the time of renewal, Service Provider certifies in writing to the Town that it has registered with and uses the E-Verify system. If Service Provider enters into a contract with a subcontractor, the subcontractor must provide the Service Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Service Provider shall maintain a copy of such affidavit for the duration of the contract. If Service Provider develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on

behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Service Provider shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Service Provider has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

10. A new Section 33 shall be added as follows:

SECTION 33. PUBLIC'S RIGHT TO INSPECT SERVICE PROVIDER'S RECORDS.

The Service Provider shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Service Provider shall:

- (a) Keep and maintain public records required by the Town to perform the services provided hereunder.
- (b) Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 of this Agreement if the Service Provider does not transfer the records to the Town.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Town all public records in the possession of the Service Provider or keep and maintain public records required by the Town to perform the service. If the Service Provider transfers all public records to the Town upon completion of the Agreement, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of the Agreement, the Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

If the Service Provider fails to comply with the requirements in this Section 34.8, the Town may enforce these provisions in accordance with the terms of this Agreement. If the Service Provider fails to provide the public records to the Town within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SERVICE PROVIDER SHOULD CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.391.3875),

**E-MAIL
(info@townofredingtonbeach.com), OR MAIL
(TOWN OF REDINGTON BEACH, OFFICE OF THE TOWN CLERK, 105 164TH AVENUE, REDINGTON BEACH, FLORIDA 33708.**

11. A new Section 34 shall be added as follows:

SECTION 34. REQUIRED RECYCLING REGULATORY PROVISIONS:

Pursuant to Florida Statutes § 403.706(22), the following required information is provided:

1. The strategy and obligation of the Town to reduce the amount of contaminated residential recyclable material being collected is to ensure through its contract with the Town's Collector that the Collector's strategy and policies are communicated to the Town's residents and enforced by the Collector and the Town's Code Enforcement. The strategy and obligation of the Collector to reduce the amount of contaminated residential recyclable material being collected is to keep the Town and its residents up to date on what is or is not considered recyclable material by providing pamphlets, brochures and other educational materials to educate what is and what is not considered recycling and how to avoid contamination. Service Provider will be available upon request by the Town to attend town hall meetings or other informal sessions to update the Town and its residents of any changes to what is considered a recyclable material and answer any questions the Town or its residents may have.
2. The procedures for identifying, documenting, managing, and rejecting residential recycling containers, truck loads, carts, or bins that contain contaminated recyclable material will be that the Collector shall have the right to inspect recycle bins and to decline to remove any or all of the contents thereof if the Collector detects non-recyclable material therein. The Collector's Proposal must set forth the process it intends to use for documenting each instance where it rejects a recycle bin due to contaminating contents, and for subsequently reporting repeat violators to the Town for appropriate code enforcement action.
3. The remedies authorized by the Town to be used if the Collector determines that a container, cart, or bin contains contaminated recyclable material are, first, customer education to be provided by the Collector in the form of written documentation,

telephonic customer service interaction, and when useful in person interactions between a customer and Collector's field supervisors. In addition, Collector may propose reasonable and appropriate customer fees to defray the costs associated with these efforts. Repeat violators may also be referred to the Town Code Enforcement Officer for potential issuance of citations for violation of the Town's solid waste code.

4. The education measures that will be used to reduce the amount of contaminated recyclable material shall be those proposed by the Collector and approved by the Town, which must include at a minimum, written material provided to each current and new customer specifically setting forth what materials are, and are not, approved to be placed in a recycle bin, as well as the posting of this information on the Town's and Collector's websites. The enforcement measures to be used to reduce the amount of contaminated recyclable material within the Town are those set forth in paragraph 3 above. Attached to this Amendment and incorporated therein are examples of artwork used by the Service Provider for Single Stream carts in Florida and Texas. If circumstances should occur wherein the Parties desired or found it necessary to conduct a Town-wide mailing campaign, the Service Provider would use artwork similar to those attached to help educate residents in an effort to reduce contamination. The Service Provider would put the artwork on a flyer and tailor it to the Town of Redington Beach, including the addition of glass to the colored version. Additionally, the Service Provider agrees to make its subject-matter expert representatives available to attend meetings or town hall sessions to continuously update and educate the community on the need to reduce contamination of recyclable materials. Finally, the Service Provider agrees to keep the Town updated on any changes to laws or regulations concerning recycling and contamination so the Town can add such new information to its website and other community notices.
5. The Town and Service Provider agree that the definition of the term "contaminated recyclable material" (recyclable material that is commingled or mixed with solid waste or other nonhazardous material) that is appropriate for the Town's community in light of the prevailing market for the processing of such materials is Recyclables include newsprint; aluminum cans; steel cans; clear, brown or green glass bottles and jars; telephone books; magazines, catalogs; mixed paper; corrugated cardboard (without plastic coating); chipboard; #1-7 plastic bottles (PET, HDPC, PVC, LDPE, PP, PS, others), as well as any other materials subsequently listed by Service Provider as being included in this definition given changing market and regulatory conditions.

12. A new Section 35 shall be added as follows:

SECTION 35. NO THIRD-PARTY BENEFICIARIES.

This Agreement only provides rights and remedies for the Town and the Service Provider, except and only to the extent that this Agreement's provisions for indemnification of Town employees, officers and officials provides limited rights for such parties. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement, except Town indemnified parties.

13. Section 32 shall be renumbered as Section 36.

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

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

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

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

TOWN OF REDINGTON BEACH

By: [Signature]
Title: Mayor
Date: 3-25-21

WASTE CONNECTIONS OF FLORIDA, INC.

By: [Signature]
Title: DIVISION VICE-PRESIDENT
Date: 3/24/2021

ATTEST
By: Missy Clarke
Title: Town Clerk

ATTEST
By: [Signature] Pat Rzeczny
Title: District Manager

Exhibit A
Rates (effective December 1, 2021)

Residential

- Solid Waste Collection (2x per week); Recycling Collection (1x per week); Yard Waste (1x per week) - \$17.50 per month per household
- Bulky Waste, White Goods, Electronic Waste – On Call

Commercial

Front End Containers					
Size	1x/week	2x/week	3x/week	4x/week	Extra Dump
2YD	\$65.73	\$118.46	\$171.22	\$223.89	\$157.00
3YD	\$82.88	\$149.71	\$216.58	\$283.46	\$157.00
4YD	\$89.36	\$180.30	\$261.22	\$342.14	\$157.00
6YD	\$132.48	\$241.60	\$350.73	\$459.86	\$157.00
8yd	\$166.08	\$295.65	\$440.07	\$584.50	\$157.00