



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

**Wednesday, December 10, 2025 at 4:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708**

This Meeting will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record, and the organization or group you represent. Please limit your comments to five (5) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.

If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. Completing a comment card is not mandatory.

4. BOARD OF COMMISSIONERS

A. Results of the Outcome of the two Town Hall Meetings regarding the newly acquired property

B. Madeira Beach City Manager Brochure

5. COMMUNITY DEVELOPMENT

A. Nonconforming Time Restrictions

6. PUBLIC WORKS

A. Interlocal Agreement with Pinellas County for the designation of collection and removal responsibilities within geographic Pinellas County

B. Interlocal Agreement with Pinellas County for Disaster Debris and Monitoring Services

7. RESPOND TO PUBLIC COMMENTS/QUESTIONS

8. ADJOURNMENT

One or more Elected or Appointed Officials may be in attendance.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes 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. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 232 or email a written request to cvanblargan@madeirabeachfl.gov.



MINUTES

TOWN HALL MEETING #1
FOR INPUT TO DEVELOP THE NEW PROPERTY
AND JOHN'S PASS JETTY WALKWAY DISCUSSION

NOVEMBER 15, 2025
10:00 A.M.

A public town hall meeting was held to gather community input on how the City of Madeira Beach should develop a newly purchased 4.6-acre waterfront property, located at 555 150th Avenue, which is one of the largest acquisitions in the city's history. The purpose of the town hall meeting was to understand community priorities, explore revenue-producing opportunities, identify features that reflect the character and needs of Madeira Beach, and receive input on John's Pass Park Jetty Walkway.

City Officials who spoke at the meeting:

Mayor Anne-Marie Brooks
 Vice Mayor Ray Kerr
 Commissioner David Tagliarini
 Commissioner Housh Ghovae

Clint Belk, Acting City Manager
 Megan Wepfer, Public Works Director
 Marci Forbes, Community Development Director
 Brian Crabtree, Marina Manager

Key Themes Identified During Public Input

1. Connectivity, Walkability & Access

A strong majority of residents supported creating a pedestrian walkway connecting the new property to Patriot Park, Archibald Beach Park, and Johns Pass. Many described the concept as a local version of the Tampa Riverwalk or St. Pete Pier, emphasizing:

- Under-bridge pedestrian access
- Golf-cart-friendly and bike-friendly pathways
- Shade structures, enhanced landscaping, and gathering places
- Improved accessibility for all ages and abilities

This connectivity was viewed as essential for unifying the city's commercial districts and improving mobility without increasing traffic congestion.

2. Revenue-Generating Uses

Residents stressed the importance of generating sustainable income to offset the cost of the property. Common revenue-positive ideas included:

- Expansion of wet slips, transient slips, and rental slips
- A signature waterfront restaurant or rooftop dining venue
- Opportunities for small food vendors, food trucks, or shipping container-style micro-stores
- Event spaces for weddings, concerts, markets, and festivals

Several participants noted successful comparable models (e.g., Coachman Park, Salt Rock Grill, Indian Rocks floating docks).

3. Green Space & Community Amenities

There was widespread support for creating an inviting, shaded green space that serves both residents and visitors. Suggestions included:

- Family-friendly recreation areas, splash zones, or small water-based features
- Cultural and educational elements (e.g., fishing or maritime history exhibits)
- Scenic seating, boardwalks, benches, palm tree gardens, and picturesque photo spots
- Public art, murals, and interactive educational signage focused on ecology, tides, and wildlife

4. Parking & Infrastructure

Parking emerged as a major concern. Many speakers recommended:

- A multi-level but low-profile parking structure, masked with landscaping or retail facades
- Integrated parking for:
 - Marina users
 - Beachgoers
 - Johns Pass visitors
 - Event attendees
- Consideration of storm-evacuation parking benefits for residents
- Potential use of adjacent parcels if they become available

5. Maintaining Madeira Beach Character

Numerous residents emphasized protecting:

- The small-town feel
- Public access to water

- Community-oriented spaces
- Aesthetic continuity with existing neighborhoods

The desire was to avoid overdevelopment or projects that block water views or serve only limited groups.

6. Ideas for Funding Enhancements

Members of the public suggested creative funding options, including:

- Donor bricks or engraved pavers
- Sponsored benches
- Corporate-sponsored art panels or walkway sections
- Fundraising partnerships

7. John's Pass Park Jetty Walkway Discussion

Participants also addressed the damaged jetty walkway. Many advocated rebuilding it with ADA compliance and possibly expanding it to support:

- Fishing access
- Sunset viewing
- Food trucks or small vendors
- Public art
- A designated "sunset point" experience similar to Mallory Square

Closing Statements

The Mayor and Commissioners thanked attendees for their constructive participation and reiterated the importance of public input as the city moves forward. Additional opportunities for contributions, including online comment tools and future meetings, will be provided.

The public was invited to attend the next Town Hall Meeting on Wednesday, November 19, 2025, at 6:00 p.m. to provide input on the development of the new property.

The meeting adjourned at 11:18 a.m.



MINUTES

TOWN HALL MEETING #1 FOR INPUT TO DEVELOP THE NEW PROPERTY AND JOHN'S PASS JETTY WALKWAY DISCUSSION

NOVEMBER 19, 2025
6:00 P.M.

A public town hall meeting was held to gather community input on how the City of Madeira Beach should develop a newly purchased 4.6-acre waterfront property, located at 555 150th Avenue, which is one of the largest acquisitions in the city's history. The purpose of the town hall meeting was to understand community priorities, explore revenue-producing opportunities, identify features that reflect the character and needs of Madeira Beach, and receive input on John's Pass Park Jetty Walkway.

City Officials who spoke at the meeting:

Mayor Anne-Marie Brooks
Vice Mayor Ray Kerr
Commissioner David Tagliarini
Commissioner Eddie McGeehen

Clint Belk, Acting City Manager
Megan Wepfer, Public Works Director
Marci Forbes, Community Development Director
Brian Crabtree, Marina Manager

Key Themes Identified During Public Input

1. New Property Development Input

Residents shared numerous ideas and priorities, including:

Community Vision Themes

- Build a signature waterfront attraction visible when entering the city
- Maintain Madeira Beach's fishing heritage
- Family-friendly and tourism-driven destination elements
- Complement — not compete with — John's Pass Village
- Allow for storm-resilient vertical uses in design

Specific Concepts Suggested

- Expanded marina with transient and public docks

- Water attraction / small-scale water park
- Cultural and art spaces, school and university partnerships
- Multipurpose event space designed with functional input from event professionals
- Open space for festivals and city-wide events
- RV hookups integrated with marina infrastructure
- Ferry/trolley connectivity to John's Pass
- Ground-lease or triple-net revenue partnerships

Several comments emphasized that the project must:

- Provide real economic return on public investment
- Undergo feasibility and financial studies before decisions

2. John's Pass Park Jetty Walkway Discussion

City staff reported:

- The Jetty is a federal asset; storm damage removed the structure
- Any replacement must meet ADA compliance
 - Continuous handrail (approx. 650 ft)
 - Consider adding fishing rod holders

Resident Feedback:

- Fishing access must be maintained
- Some advocated for restoring the walkway with improvements
- Others supported leaving it in its current condition until funding and plans are defined
- Interest in exploring grants/state appropriations after concept is finalized

3. Operational & Fiscal Considerations

Several residents noted:

- The City should avoid running complex businesses directly
- Ground leases with experienced operators preferred
- Marina pricing should be reviewed based on surrounding rates
- Traffic circulation and neighborhood impacts must be addressed early

4. Adjournment

Mayor Brooks thanked everyone for their attendance and all the input received, so they know how they feel and what they want to see. She is happy to see their next steps once everything is compiled and the commission starts their discussions. She also received a lot of input at the Conversations with the Mayor events. They also have one tomorrow at Bamboo at 12:00 p.m. She encouraged everyone to bring a neighbor and make comments.

Commissioner Tagliarini, District 1, expressed his admiration for the residents' creativity, noting everyone had different ideas. He has a mailing list for communications he wants to add everyone to: dtagliarini@madeirabeachfl.gov. He uses it to send out meeting information and important topics.

Commissioner McGeehen, District 3, thanked everyone for attending the meeting and for sharing their great ideas. He is excited about the property purchase and the potential uses for it in the future, not only as an investment for their generation but also for generations to come.

Vice Mayor Kerr, District 2, thanked everyone for their input and comments on the property's value regarding what they can do with it.

Acting City Manager Clint Belk thanked everyone for attending and said the comments from Saturday mirrored those from tonight. For the question about a feasibility study, he would think that would be part of the development. There will be future discussions, and he will keep everyone posted.

The meeting adjourned at 6:55 p.m.

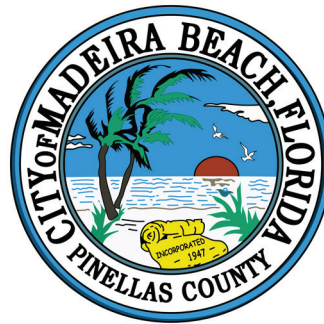
Ideas for new Property

Beautification	Something beautiful for entrance	4
	Compliment what we have at John's Pass and all properties in Madeira	1
	Fountain to throw coins in	1
	Lots of trees	2
	Proper civil and landscape architecture	1
Buildings	No Trash Vehicles	1
	Bathrooms	2
	Fishing Museum	1
	Keep current character of Madeira	1
	Keep Public Works in current footprint	3
	NO High and dry	1
	Nothing High or ugly	1
	Warf with shipping containers for multiple vendors	1
	Water Park	4
Events	Host events	2
	Revenue Production (rentable event space)	3
	Amphitheater for local artists	1
Marina	Extend Marina	5
	Docks	7
Misc	Nothing- even if we do nothing it will appreciate	1
	Align with Master Plan	1
	Buy Deans Fish House to have more space	4
	Competition for new name of property or park	1
	Emergency area for disaster recovery, supplies by boat	1
	Place something on the website for ideas to be sent in	1
	Something high enough so you can see it from the bridge	1
Park	Like ROC Park	3
	Green space	7
Parking	Parking/ Parging Garage	5
	Covered parking with solar option	1
Parks	Picnic Area	2
	Ability to fish	2
	Adult Activities	2
	Dog Park	2
	Follow Coachman Park Model	3
	Follow old plans for previous pedestrian (Light by Harbor & Condo B)	1
	Golf Cart Friendly	1

	Kayak Launches	2
	Palm Tree Garden	1
	Recreational activities all ages	3
	Walkable area with shade	2
	Walkway under bridge	4
Shopping District	Shopping	2
	Dedicated space for Food Trucks	1
	Follow St. Pete Pier model with activities/ vendors	2
	Live Music	4
	Restaurants	10



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT



THE CITY OF MADEIRA BEACH, FL
INVITES YOUR INTEREST IN THE POSITION OF
CITY MANAGER

THE COMMUNITY

The City of Madeira Beach, affectionately known as “Mad Beach,” is a charming and lively coastal community nestled along Florida’s central west coast in Pinellas County. With its sun-drenched shoreline stretching for two miles along the Gulf Coast, Madeira Beach is celebrated for its pristine white-sand beaches, sparkling turquoise waters, and laid-back island lifestyle. Its unique blend of small-town character and resort-style amenities has made it a beloved destination for both residents and visitors from around the world.



The city has just over 4,000 full-time residents and is approximately one square mile in size. The city embraces a strong sense of community while welcoming millions of tourists each year who come to enjoy its fishing heritage, waterfront dining, and year-round outdoor recreation. Known as the “Grouper Capital of the World,” Madeira Beach hosts the annual John’s Pass Seafood Festival every October, one of Florida’s largest and most popular coastal celebrations, honoring its maritime roots and vibrant local culture.

John’s Pass Village & Boardwalk serves as the heart of the entertainment district, offering more than 100 shops, restaurants, and attractions overlooking the bustling waterway. Guests can experience world-class deep-sea fishing, dolphin-watching cruises, parasailing, jet-skiing, and boutique shopping, all in one dynamic setting. Just offshore, visitors will find abundant opportunities for snorkeling, paddling, and exploring the area’s rich marine ecology.

Madeira Beach places a high value on protecting its natural resources, including its award-winning public beaches and important sea turtle nesting habitat. Its scenic parks, waterfront green spaces, and newly improved recreational facilities encourage residents and guests alike to enjoy the fresh air, sunshine, and coastal adventure year-round. Whether strolling the beach at sunset, casting a line from the pier, or savoring fresh seafood by the water, Madeira Beach offers a welcoming and unforgettable slice of Florida’s Suncoast lifestyle.

THE AGENCY

The City of Madeira Beach operates under a commission-manager form of government. Legislative authority rests with the Board of Commissioners, which serves as the policymaking body. The Board consists of the Mayor (elected at-large) and four District Commissioners, also elected at-large but representing designated districts. Terms of office are staggered: the District Commissioners serve

two-year terms, while the Mayor serves a four-year term. The Board of Commissioners appoints the City Manager, City Clerk, City Attorney, and City Treasurer.

Item 4B.

The City’s adopted budget for FY 2026 shows a millage rate of 2.75 mills (unchanged from the prior year). It highlights that ad valorem taxes and parking revenues represent significant sources of revenue. The City’s annual adopted FY2026 budget includes a general fund of \$18.3 million and a five-year CIP Budget of \$13.7 million. It also reflects a full-time equivalent (FTE) count of approximately 82.25 staff, a modest size reflecting the city’s relatively small population and compact geography. The budget emphasizes fiscal accountability, transparency, and infrastructure investment, citing projects such as beachfront groin restoration, stormwater/drainage improvements, and the construction of a new parking garage in the John’s Pass area.

Service delivery in Madeira Beach covers core municipal functions including fire and emergency medical services, marina operations, parks and recreation, public works (stormwater, sanitation, roads, beach maintenance), zoning/building permitting, and contract law enforcement. The City contracts with the Pinellas County Sheriff’s Office for police services.

Parks and recreation amenities include neighborhood parks, beachfront open space, and marina access, while key infrastructure responsibilities include beachfront groin and pier maintenance, dike and flood mitigation, and support of the tourism economy (especially around the John’s Pass Village & Boardwalk). The City emphasizes both resident quality of life and visitor amenities in its strategic planning.

The City’s overall profile is that of a compact, well-managed seaside city balancing resident services with tourism infrastructure and environmental resilience. The budget and service footprint reflect the City’s dual role as a full-service municipality and a coastal destination, and the governance, budgeting, and operational structure provide a stable foundation for both community living and visitor activity.

THE POSITION

As a Charter employee, the City Manager is appointed by the Board of Commissioners and is a highly responsible administrative and management position. The City Manager serves as the Chief Administrative Officer charged with executing the Board’s policies and directives and administering and managing the City’s day-to-day operations. The Board

of Commissioners provides policy guidance and direction to the City Manager, who is responsible for implementing those policies.

Goals and objectives for the City Manager in 2026 include:

- Continue ensuring City-wide financial transparency, accountability, and responsibility through development of the public portal, budget preparation/adoption/amendment processes, and monthly reporting.
- Ensure adequate resources, including but not limited to law enforcement, fire/rescue, code & buildings enforcement, and marina/boating safety, to ensure a very safe and secure city.
- Enhance employee appreciation programs for wellness, retention, and overall workplace morale, including a health fair, appreciation events/activities, and recognition.
- Enhance resident participation/interaction through social media, broadcasts, events/activities, and regular/special meetings to better engage residents and assess the quality of City services.
- Research, apply for, and secure Federal, State, and local grants to enhance city operations and capital projects, particularly in fire, infrastructure, sustainability, streets, and stormwater.
- Enhance development/redevelopment strategies to best manage balancing preservation of existing residential neighborhoods/areas with commercial investment centered on tourism.
- Ensure the overall economic well-being of environmental, coastal, residential, and tourism industries.
- Continue promoting the city as an excellent tourist/visitor destination, working with numerous partners to also incorporate additional tourism infrastructure opportunities.
- Continue sustainability/green initiatives to enhance environmental conditions through renewable and/or less invasive energy sources such as solar, electric vehicles, reduced single-stream plastics, recycling, and more.

The City Manager's responsibilities include, but are not limited to:

- Provides efficient and proper administration of all City affairs as defined in the City Charter.
- Appoints employees and appointive administrative officers provided for under the City Charter, except as otherwise provided by law, the City Charter, or Personnel Policies and Procedures adopted pursuant to the Charter.
- Directs and supervises the administration of all departments, offices, and agencies of the City, except as otherwise provided by the Charter or by law.
- Attends all Board of Commissioners meetings and participates as provided by the Charter.
- Ensures that all laws, provisions of the Charter, and directives of the Board of Commissioners, subject to enforcement by them or by officers subject to their direction and supervision, are faithfully executed.



Item 4B.

- Recommends to the Board of Commissioners for adoption such measures as they may deem necessary or expedient in the interest of the City. Prepares and submits an annual itemized budget, budget message, and capital improvements program to the Board of Commissioners in a form as provided by ordinance.
- Keeps the Board of Commissioners fully informed of the City's financial condition and future needs, and makes such recommendations concerning the City's financial affairs as deemed necessary.
- Makes such other reports as the Board of Commissioners may require concerning the operations of the City departments, offices, and agencies subject to their direction and supervision.
- Submits to the Board of Commissioners and makes available to the public a complete report of the finances and administrative activities of the City at the end of each fiscal year.
- Sees that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, they shall call the same to the attention of the City Attorney.
- Serves as the purchasing agent of the City, by whom all purchases shall be made in accordance with the Charter, ordinances, and regulations as the Board of Commissioners may from time to time prescribe.
 - Maintains community respect with the City of Madeira Beach through good public relations and by keeping residents informed of city progress and policies as required.
 - Discusses problems and complaints with residents, business owners, and others, or refers them to the appropriate official for action.

- Directs and/or delegates the media relations activities of the City.
- Studies and/or directs the analysis of policies related to salaries, duties, responsibilities, safety, training, morale, efficiency, and various other personnel and operations/organization policies of the City.
- Visualizes, documents, and communicates the City's current and future goals and objectives.
- The City Manager or their designee shall attend meetings of various City Boards that may exist from time to time in an advisory capacity only and shall not have a vote in the related deliberations.
- Performs such other duties as are specified in the Charter or may be required by the Board of Commissioners.



All employees may be required to report during a declared disaster. May be required to maintain a valid Florida Driver's License.

Item 4B.

COMPENSATION

The starting salary is open and dependent upon qualifications and is accompanied by a competitive benefits package. Florida does not have a state income tax.

TO APPLY

If interested in this outstanding opportunity, visit our website at www.srnsearch.com and apply online. The first review of resumes will take place on XXXXXX; the position is open until filled. Resumes will be screened according to the qualifications outlined above. Screening interviews with the most qualified applicants will be conducted by S. Renée Narloch & Associates to determine a select group of finalist candidates who will be asked to provide references. References will be contacted only following candidate's consent. Final interviews will be held with the City of Madeira Beach. Candidates will be advised of the status of the recruitment following the selection of the City Manager.

Questions should be directed to:

S. Renée Narloch, President or
Elliott Pervinich, Vice President
S. Renée Narloch & Associates
info@srnsearch.com | 850.391.0000
www.srnsearch.com

In accordance with Florida's Public Records/Sunshine Laws, resumes and applications are subject to public disclosure.

IDEAL CANDIDATE

The ideal candidate is an effective leader with an open, inclusive management style and strong administrative and management skills, who provides clear guidance and direction, sets expectations, and holds staff accountable.

The selected candidate will be approachable, transparent, and proactively engage with the community. The City Manager must build relationships, both internal and external to the organization, and possess exceptional interpersonal and communication skills.

The successful candidate will be a self-starter who is innovative, collaborative, progressive, and solutions-oriented and will anticipate issues and provide recommendations, options, and alternatives as needed.

The City Manager will encourage, mentor, and develop staff. Must have the skills and ability to deal tactfully and effectively with staff.

Requirements include a Bachelor's degree in Public Administration, Business, Management, or other closely related field from an accredited four-year college or university; a Master's degree is preferred. Must have a minimum of seven (7) years progressive experience in municipal government, with two (2) years preferably as a City or Assistant City Manager. The City Manager must be a member in good standing of the International City/County Management Association (ICMA) and the Florida City and County Managers Association (FCCMA) and be able to become a Credentialed Manager within two years of the hire date.





Memorandum

Meeting Details: December 10, 2025 – BOC Workshop Meeting
Prepared For: Honorable Mayor Brooks, the Board of Commissioners
Staff Contact: Community Development Department – Andrew Morris, Long Range Planner
Subject: Nonconforming Time Restrictions

Background/ Discussion:

Under section 110-93(3) c. of the city's land development regulations, any structure damaged by Hurricane Helene and Hurricane Milton would need to be repaired by March 26, 2026, or made fully compliant with current codes. So far, roughly half of all pre-FIRM houses in Madeira Beach have not yet taken any action to repair, rebuild, or demolish their properties. Many of these properties that have not applied for permits have done unpermitted work or are sitting abandoned. City staff are planning to raise awareness of this time restriction through additional mailings and website updates to encourage the remaining properties who have not yet submitted interior remodel or full structure demolition permits to do so before the March 26, 2026 deadline provided the proper permit has been obtained by such date. City staff is recommending that a text change amendment to allow property owners additional time to complete the repairs once the permit has been obtained. This would also align with the deadline given to property owners who filed a permit fee waiver extension form through Ordinance 2025-18.

Additionally, there is a conflict between two different sections of the code when it pertains to legally nonconforming uses such as short-term vacation rentals in the R-1 and R-2 zoning districts. The more restrictive part of the code related to time limitation for nonconforming uses has already passed for properties damaged by Hurricane Helene and Hurricane Milton. While the less restrictive part of the code does not have a time limit to restore a nonconforming use after an involuntary loss.

Some other nearby municipalities also have timeframe limitations when it comes to nonconformities. See Treasure Island [sec. 68-512](#), Gulfport [sec. 22-9-06](#), and Indian Rocks Beach [sec. 110-104](#). City staff plan to propose a more comprehensive amendment and evaluation of the entire nonconforming article in the coming months but would like to expedite these two time sensitive text change amendments before discussion on the rest of the article commences.

Fiscal Impact:

Minor direct cost (mailings, documentation) and moderate staff time. Could require more field presence from code enforcement to document conditions and progress.

Recommendation(s):

City Staff recommends the Board of Commissioners to discuss and then give direction on amending the time restrictions for nonconformances.

Attachments/Corresponding Documents:

- Chapter 110, Article III - Madeira Beach, FL Code of Ordinances

PART II - CODE OF ORDINANCES
 Chapter 110 - ZONING
 ARTICLE III. NONCONFORMANCES

ARTICLE III. NONCONFORMANCES

Sec. 110-91. Purpose and intent.

- (a) It is the intent of this article to provide for the continuance of lawful nonconformities, without unduly restricting the owners ability to maintain or improve their property, but to restrict further investment which would make the nonconformity more permanent. This article is intended to permit lawful nonconforming uses and structures created by the adoption of this Code to continue, until removed by economic or other forces. This article is intended to discourage the continuation of nonconformities as they are incompatible with the provisions of the city comprehensive plan and this Code.
- (b) All rights and obligations associated with a nonconforming status run with the property, are not personal to the present ownership or tenant, and are not effected by a change of ownership or tenancy, unless abandoned.

(Code 1983, § 20-611(A))

Sec. 110-92. Classification.

- (a) Nonconformities are classified as follows:
 - (1) Lots.
 - (2) Uses of land and structures.
 - (3) Structures.
 - (4) Characteristics of use.
- (b) A nonconformity may also be created where lawful public taking or actions pursuant to a court order create violations of the land development regulations.

(Code 1983, § 20-611(B))

Sec. 110-93. Intent concerning nonconforming property, structures and uses.

It is the intent of the land development regulations that these nonconformities shall be considered to be incompatible with the permitted uses within the city districts. Such nonconformities shall not be enlarged or extended in any respect.

- (1) *Nonconforming lots.*
 - a. *Use of single, nonconforming lots for residential districts.* Notwithstanding the maximum density requirements of the comprehensive plan, in residential districts, the single-family and customary accessory structures may be erected, reconstructed, occupied and used on separate nonconforming lots of record which are not in continuous frontage with other lots in the same ownership in accord with other requirements applying in the separate districts.

- b. *Use of single, nonconforming lots for nonresidential uses.* In other than residential districts, a nonconforming lot of record which is not in continuous frontage with other lots in the same ownership, may accommodate uses permitted within that district in accordance with other requirements applying in that district.
- c. *Rules concerning combination of contiguous nonconforming lots in same ownership and with continuous frontage.*
1. *Where nonconforming status was created at enactment or amendment of this Code or of the comprehensive plan.* Where more than one nonconforming lot of record in single ownership and with continuous frontage exists, they shall be combined and considered a single zoning lot. The zoning administrator shall authorize their use only when the lot area and lot width requirements for the district in which the lots are located are satisfied. Full setback requirements shall apply to all of the newly created lots.
 2. *Combination not required where nonconformity created by public taking or court order.* Where the nonconforming lots were created by public taking action or as a result of a court order, a combining of the individual lots shall not be required.
- (2) *Nonconforming uses.* Nonconforming uses of land shall be brought into conformance as soon as reasonably possible, but may continue provided they meet the criteria listed below or the involuntary loss provisions referenced in Sec. 110-95.
- a. There shall be no replacement, enlargement, increase in activity or alterations to any nonconforming use, permanent structure or both.
 - b. No such nonconforming use shall be relocated or moved to any portion of the lot other than that occupied at the time that the nonconforming status was created.
 - c. When a nonconforming use is changed, modified or diversified to meet requirements of a conforming use, the building or structure in which the use is located shall conform to the development standards and regulations as set forth in this Code.
 - d. If any nonconforming use, or any portion thereof, ceases for any reason for more than one year (365 days), the grandfather status of the nonconforming use shall terminate and all subsequent uses shall conform to the regulations of the district in which such use is located.
- (3) *Nonconforming structures.* Where a lawful structure exists at the time of the passage or amendment of the land development regulations which could no longer be built under the terms of the land development regulations by reason of restrictions on area, lot coverage, height, or other characteristics of the structure or location on lot, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
- a. That any addition, alteration or renovation to the structure shall not increase the degree of nonconformity or result in the conversion of a nonconforming carport, garage, screen enclosure, patio roof, storage area or other non-habitable area into a habitable area unless specifically approved by the special magistrate. Structural changes which decrease the degree of nonconformity shall be permitted. Structures that are nonconforming due solely to their flood elevation may be altered in accordance with the provisions of chapter 94.
 - b. A nonconforming structure or portion thereof, if damaged by fire, natural elements or force to an amount equal to or greater than 50 percent of its current fair market value as of the day immediately preceding such damage, may only be reconstructed in accordance with the provisions of article V of this chapter regarding district regulations for the district in which it is located and the floodplain management regulations established in chapter 94 of this Code or as otherwise provided in section 110-95.

Commented [TT1]: Delete these words. It is duplicative.

- c. Should the damage be less than 50 percent of its current fair market value, then repairs may be made under the "grandfathered" zoning district regulations, provided that they shall be ~~made permitted~~ and notice of commencement recorded in the Official Records of Pinellas County, Florida within 18 months after such damage. All repairs must be made to comply with current building codes and not be in violation of the provisions of the floodplain management regulations and other applicable codes of the city. In the event that the repairs have not been ~~completed permitted~~ and completed 36 months from when the damage occurred, the structure shall not be further repaired or rebuilt, except in conformity with the entire requirements of this Code.
- d. Routine repairs and maintenance of nonconforming structures, fixtures, wiring and plumbing, or the repair or replacement of non-load bearing walls shall be permitted.
- e. Owners of nonconforming residential structures in an R-1, R-2 or R-3 zoning district that wish to elevate their existing structure with the lowest habitable floor at or above base flood elevation shall be exempt from the setback provisions of article V of this chapter regarding district regulations, so long as the structure remains within the existing footprint.
- f. In recognition of the narrow lot dimensions and the preexisting development patterns in some older neighborhoods, the following exceptions can be considered by the planning commission for approval for lots of 50 feet in width or less:
1. Legal nonconforming residential structures in an R-2 or R-3 zoning district with side yard encroachments may extend along the line of the existing encroachment without increasing the depth of the encroachment into the setback as long as a minimum of three feet of setback from the structural wall is retained on one side of the house and a minimum of five feet of clearance remains on the other side of the house (no permanent improvement of any kind, including mechanical equipment or storage units may exist or be placed or installed in the five feet clearance along the entire side of the structure nor can the area be obstructed by landscaping that prevents access across/through the clear area, although the area may be fenced as long as it is accessible by way of a gate). Additionally, the property that is the subject of reduced setbacks must be improved with drainage systems including but not limited to roof gutter systems adequate to carry all runoff and direct it away from the neighboring property in a manner that ensures no impact upon the neighboring property. The required clearance area is not a reduction of setback but a minimum clear path of access between the front and rear yard. Furthermore, extensions along an existing encroachment line can be approved only if the neighbor on the extending encroached side indicates support for the extension by notarized statement. Nothing in this provision can be used to approve the creation of a new nonconformity.
 2. Legal nonconforming uses and structures in an R-1, R-2 or R-3 zoning districts with a front or rear yard setback encroachment may extend the encroachment to an average of that encroachment on lots adjoining and facing it.
 3. Additions of a second floor to legal nonconforming structures in the R-1, R-2 and R-3 districts is permitted as long as the extension/addition does not create any new encroachment, does not violate the height restrictions, provides a minimum of 18" clearance between any building element and the property line, and does not increase the depth into any existing encroachment. Approval of such additions require the neighbor on the side or facing property where the encroachment is proposed to be heightened to indicate by notarized statement their support for the addition.

Commented [TT2]: Is the reference to the Notice of commencement needed here? Isn't the permit being issued conditioned upon the recording of the Notice of Commencement? If not, you should replace "filed" with "recorded in the Official Records of Pinellas County, Florida"

4. Approval of such additions require pre-hearing notice to adjoining property owners who may indicate their support for the addition by notarized statement or submittal of written or oral objections prior to or during the planning commission hearing.
5. Appeals of planning commission approvals may be brought to the city commission by filing a notice of appeal within 30 days of the signed planning commission decision.

- (4) *Nonconforming characteristics of use.* Nonconforming characteristics of use which may include, but not limited to inadequate parking and loading facilities, inappropriate landscaping, lighting, emissions, etc., may continue to operate but shall not be expanded, altered, changed or relocated in such a manner as to increase the degree of nonconformity.

(Code 1983, § 20-611(C); Ord. No. 918, § 6, 12-7-99; Ord. No. 1051, § 1, 8-9-05; Ord. No. 1071, § 3, 2-28-06; Ord. No. 1143, § 1, 1-27-09; Ord. No. 1166, § 1, 8-10-10; Ord. No. 2018-04, § 1, 6-12-18; Ord. No. 2022-20, § 1, 9-14-22)

Sec. 110-94. Nonconforming structures unsafe for reasons other than lack of maintenance.

Nonconforming structures or portions thereof which are declared unsafe by the building and zoning official or other competent authority, but not because of lack of maintenance, may be repaired and restored except as provided in subsection 110-94(3).

(Code 1983, § 20-611(D))

Sec. 110-95. Reestablishment of uses after an involuntary loss.

- (a) In the event that any residential or hotel/motel structure is damaged greater than 50 percent or destroyed by a hurricane, tornado, fire, flood, wind, storm, natural disaster, or other unintended, involuntary action; it can be repaired or reconstructed in a manner which guarantees that each dwelling unit, tourist unit and all permitted accessory uses can be restored to the same square footage which existed the day immediately preceding such damage.
- (b) Nothing contained herein shall be construed to permit more dwelling units or an increase in square footage of the structure than existed prior to the day immediately preceding such damage. The burden of proof as to what existed prior to the disaster shall rest with the property owner. Each property owner shall provide the city with a site plan, as-built surveys, or architecturally-sealed floor plans. The plans or surveys shall provide enough information to determine the existing legally permitted development on the site prior to the day immediately preceding such damage.
- (c) Local business tax receipt required. Failure to have a current required local business tax receipt, where applicable, in force at the time of declared disaster will prevent this section from applying to that property.

(Ord. No. 1051, § 2, 8-9-05; Ord. No. 1111, § 7, 5-8-07)

Editor's note(s)—Ord. No. 1051, §§ 2, 3, adopted August 9, 2005, added a new § 110-95 and subsequently renumbered the former § 110-95 as § 110-96. The historical notation has been preserved for reference purposes.

Sec. 110-96. Rebuilding after a catastrophic loss.

- (a) *Declaration of disaster area.* A disaster area is any area of major multiple property loss in which the board of commissioners, county board of county commissioners, the governor of the state or the federal government declares the loss a disaster area.

(b) *Rebuilding regulations.* Rebuilding regulations shall be as follows:

- (1) *Single-family.* May be rebuilt within the same footprint if it complies with all other existing regulatory codes and provisions of the land development regulations.
- (2) *Duplexes and triplexes on a nonconforming lot.* Duplexes [and triplexes] on a nonconforming lot may be rebuilt to existing nonconformity if the new structure complies with required front setback, height, parking requirements and floodplain regulations effective at the time of building permit application.
- (3) *Multifamily in R-1 and R-2 on a nonconforming lot.* Multifamily in R-1 and R-2 on a nonconforming lot shall be the same as duplexes and triplexes, except they must comply with the parking regulations as contained in their pre-damage certificate of occupancy.
- (4) *Multifamily, hotel, motel, motor lodges.* Multifamily, hotel, motel and motor lodges may be rebuilt to same density, height and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application.
- (5) *Commercial.* Commercial may be rebuilt within the same footprint and having the same parking spaces available at the time of disaster, but would have to meet minimum FEMA regulations for elevated structures and/or floodproofing to the required height per the National Flood Rate Insurance Map for its commercial location.
- (6) *Occupational license required.* Failure to have a current required occupational license in force at the time of declared disaster will prevent this section from applying to that property.

(Code 1983, § 20-612; Ord. No. 918, § 7, 12-7-99; Ord. No. 1051, § 3, 8-9-05)

Editor's note(s)—See note at § 110-95.

Sec. 110-97. Redevelopment planning process.

- (a) *Purpose and intent.* It is the intent of this section to provide for the reconstruction of nonconforming residential and transient properties, except for those in an R-1 zoning district, for the purposes of redevelopment provided that the following steps shall be taken prior to the demolition of any units or buildings:
- (1) *Existing dwelling unit verification.* The verification of the number of existing legal dwelling units and their type shall be through the city manager or designee.
 - (2) *Preliminary site plan review of redevelopment plan.* Preparation by the applicant of a redevelopment site plan for preliminary redevelopment site plan review by the city manager or designee. It must be demonstrated that the site can adequately accommodate the requested number of units by meeting the rebuilding regulations outlined in the process of this section of the Code. The applicant will meet the existing code to the maximum extent possible. This redevelopment site plan shall comply with the site plan requirements of chapter 110, article II, Site plans, of this Code. In addition to the standard site plan review requirements, all redevelopment site plans shall include the dimensions and floor area in square feet of all rooms and units.
 - (3) *Fee.* The application fee shall be the same as the regular site plan review fee found in article III, Community development, section D, Site plan, numbers 2 and 3, as adopted in the most recent edition of the city's fees and collection procedure manual.
 - (4) *Plan review.* The review of the redevelopment Plan shall be through the quasi-judicial public hearing process outlined in chapter 2, Administration, article I, In general, division 2, Quasi-judicial proceedings

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before the board of commissioners. The notification procedure shall follow subsection 2-503(c), Notification, found in chapter 2, article VIII, Special magistrate, of this Code.

- (5) *Changes in the redevelopment plan.* The redevelopment plan may be amended by mutual consent of the city and applicant, provided the notification and public hearing process of this article are followed.
- (b) *Rebuilding regulations for the redevelopment of existing dwelling units.* The rebuilding regulations for the redevelopment of existing dwelling units except for those in an R-1 zoning district, through the redevelopment planning process shall be as follows:
 - (1) *Single-family.* May be rebuilt within the same footprint if it complies with all other existing regulatory codes and provisions of the land development regulations.
 - (2) *Duplexes and triplexes on a nonconforming lot.* Duplexes (and triplexes) on a nonconforming lot may be rebuilt to existing nonconformity if the new structure complies with required front setback, height, parking requirements and floodplain regulations effective at the time of building permit application.
 - (3) *Multifamily on a nonconforming lot.* Multifamily, except for those in an R-1 zoning district, on a nonconforming lot shall be the same as duplexes and triplexes, except they must comply with the parking regulations as contained in their pre-demolition certificate of occupancy.
 - (4) *Multifamily, hotel, motel, motor lodges.* Multifamily, hotel, motel and motor lodges may be rebuilt to same density, height and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application.
 - (5) *Commercial.* Commercial may be rebuilt within the same footprint and having the same parking spaces available at the time a redevelopment plan is sought, but would have to meet minimum FEMA regulations for elevated structures and/or flood proofing to the required height per the National Flood Rate Insurance Map for its commercial location.
 - (6) *Business tax receipt required.* Failure to be current with respect to full payment of the required annual business tax at the time a redevelopment plan is sought will prevent this section from applying to that property.
- (c) *Planning commission and board of commissioners review.* The planning commission shall conduct one public hearing to consider any application to review or change a redevelopment plan. The board of commissioners shall conduct a second public hearing to consider any application to review or change a redevelopment plan. Upon conclusion of the second public hearing, the board of commissioners shall review the proposed redevelopment plan, the recommendations of the city manager or his/her designee, the recommendations of the planning commission and the testimony at the public hearings. The board of commissioners shall thereafter approve, approve with conditions, or deny the application approve or change a redevelopment plan.

(Ord. No. 2012-14, § 1, 12-11-12)

Secs. 110-98—110-120. Reserved.



Memorandum

Meeting Details: December 10, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Interlocal Agreement with Pinellas County for designation of collection and removal responsibilities within geographic Pinellas County

Background

Pinellas County has prepared an Interlocal Agreement intended to clearly define which government entity—Pinellas County or the Municipality—is responsible for disaster debris collection and removal in specific areas. This agreement helps avoid duplication, delays, and confusion following storm events.

Summary of Agreement

Because many roads in Pinellas County fall under different jurisdictions due to annexations, road transfers, and functional classifications, both the County and municipalities may have mixed responsibilities. The agreement assigns responsibilities as follows:

County Responsibilities

The County will:

- Collect debris on County-owned roads located in unincorporated Pinellas County that are not along the City's solid waste collection routes.

The County will not collect debris:

- From municipal roads
- From municipal residents or commercial properties
- From properties or roads under City control
- Along City solid waste collection routes

(Unless otherwise agreed in writing.)

City Responsibilities

Unless amended in writing, the City will be responsible for:

- Collecting debris on City-owned roads and City property within its solid waste service area.
- Collecting debris on County roads located within or bordering City limits, regardless of who owns the road.
- Collecting debris from rights-of-way next to unincorporated enclaves inside City boundaries.

Additional Provisions

- Both parties are responsible for their own actions under the agreement.
- Neither party will hold the other liable if FEMA reimbursement is denied.
- The agreement becomes effective once signed and filed with the Pinellas County Clerk of the Circuit Court.
- Either party may terminate the agreement for cause with 30 days written notice and an opportunity to correct the issue.
- The agreement is governed by Florida law, with venue in Pinellas County.

Fiscal Impact

There is no fiscal impact unless a disaster occurs.

Recommendation(s)

Staff recommend the Board of Commissioners approve the Interlocal Agreement with Pinellas County for the designation of collection and removal responsibilities within geographic Pinellas County.

Attachments

- ILA Document

**INTERLOCAL AGREEMENT FOR THE DESIGNATION OF COLLECTION &
REMOVAL RESPONSIBILITIES WITHIN GEOGRAPHIC PINELLAS COUNTY**

THIS AGREEMENT, is entered into 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 as "Parties".

Recitals

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

WHEREAS, the Parties separately control and maintain various rights-of-way throughout the geographic boundaries of Pinellas County; and

WHEREAS, due to functional classification, road transfers, and/or annexation, the COUNTY has control or maintenance responsibility over certain roads within the geographic boundaries of the MUNICIPALITY and similarly, the MUNICIPALITY has control or maintenance responsibility over certain roads within the COUNTY's jurisdictional boundaries; and

WHEREAS, pursuant to Fla. Stat. §335.04 (1993) and §335.0415 (2025), due to functional classification, the COUNTY may have maintenance responsibility for the "roadbed, curbs, culverts, drains, and other drainage appurtenances" on some county roads within the MUNICIPALITY's boundaries, while the MUNICIPALITY simultaneously has maintenance responsibility over "sidewalks and other ways...open to the public;"; and

WHEREAS, as a result thereof, and in order to ensure that disaster debris collection is performed in the most efficient and cost-effective manner avoiding, where possible, the risk of duplication of efforts, the Parties recognize and agree that the public is better served by the Parties designating debris collection and removal responsibilities in areas where both Parties may have some roadway jurisdiction or responsibility or

where annexation has created a patchwork of properties within municipal and unincorporated limits on a single road; and

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1 INTENT OF THE PARTIES

This interlocal Agreement designates responsibilities for disaster debris collection and removal as between the COUNTY and MUNICIPALITY.

SECTION 2 OBLIGATIONS OF THE COUNTY

The COUNTY will be responsible for coordinating and ensuring debris collection and removal on COUNTY roads that are within unincorporated areas of the COUNTY and are not along MUNICIPAL solid waste collection routes. The COUNTY will not be responsible for debris removal on MUNICIPAL roads, debris generated from MUNICIPAL residents or commercial properties, debris generated from properties along MUNICIPAL solid waste collection routes, or other property under the jurisdiction of a MUNICIPALITY, except as otherwise mutually agreed upon in writing.

SECTION 3 OBLIGATIONS OF THE MUNICIPALITY

3.1 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written amendment, the MUNICIPALITY will be responsible for coordinating and ensuring disaster debris collection and removal on the MUNICIPALITY's roads and properties, as applicable, within their solid waste collection areas.

3.2 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written amendment, the MUNICIPALITY will be responsible for coordinating and ensuring disaster debris collection and removal on COUNTY roads within or abutting properties within the MUNICIPALITY's boundaries and debris generated by MUNICIPAL residents or other property under the MUNICIPALITY'S jurisdiction, regardless of road jurisdiction.

3.3 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written amendment, the MUNICIPALITY is responsible for collecting and removing disaster debris from rights-of-way abutting any unincorporated enclaves within the MUNICIPALITY's geographic boundaries.

SECTION 5 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 Public Works
Kelli Hammer-Levy, Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
klevy@pinellas.gov

MUNICIPALITY: See Contact Information on Signature page

SECTION 6 HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement, including any amendment hereto and additionally hold each other harmless should this Agreement 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 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 7 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.

[Remainder of page intentionally left blank]

SECTION 8 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

8.1 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 6 and shall remain in effect until canceled.

8.2 This Agreement may be canceled 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 10 ENTIRE AGREEMENT

This document embodies the whole agreement between the Parties delineating jurisdiction for disaster debris collection and removal on public roads. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties hereto concerning the delineation of jurisdiction for disaster debris collection and removal on public roads.

SECTION 11 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.

[Remainder of page intentionally left blank]

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 8.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton
County Administrator

Legal review:

PCAO 540559

CITY OF MADEIRA BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

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Memorandum

Meeting Details: December 10, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Interlocal Agreement with Pinellas County for Disaster Debris and Monitoring Services

Background

This agreement is between Pinellas County and any municipality that chooses to participate, including the City of Madeira Beach. The purpose is to ensure that, after a hurricane or other major disaster, each city has quick access to debris removal and monitoring services.

Pinellas County has already hired (procured) contractors through a competitive, FEMA-approved process to provide these services. This agreement allows municipalities to use those same contractors without having to run their own procurement.

Why This Agreement Is Needed

- After a major disaster, the city may not have enough staff or equipment to clear debris quickly.
- By signing this agreement, the city can use the County's pre-selected debris removal and debris monitoring contractors.
- These contractors can work on City roads and properties, but the City pays for the services it uses—the County does not pay any municipal costs.
- This setup helps ensure the City can respond faster after an emergency and maintain FEMA reimbursement eligibility.

What Pinellas County Agrees To

- The County has competitively selected contractors for debris removal and debris monitoring following all state and federal (FEMA) rules.
- The County will give municipalities access to the contracts and any future amendments.
- If the City needs documentation to submit for FEMA reimbursement, the County will provide it.

- The County will only seek FEMA reimbursement for work the County pays for.

What the City (Municipality) Agrees To

- The city must decide whether to use the County's contractors and, if so, must sign a participation agreement directly with the contractor.
- The City is responsible for managing its own contract with the contractor, including oversight and payments.
- The city is responsible for applying for FEMA reimbursement for its own debris work.
- The City is responsible for debris cleanup on City roads, City-owned property, and other assigned areas unless a separate written agreement changes those responsibilities.

Fiscal Impact

There is no fiscal impact unless a disaster occurs.

Recommendation(s)

Staff recommend the Board of Commissioners approve the Interlocal Agreement with Pinellas County for Disaster Debris and Monitoring Services

Attachments

- ILA Agreement

**INTERLOCAL AGREEMENT FOR DISASTER DEBRIS COLLECTION &
REMOVAL SERVICES AND DISASTER DEBRIS MONITORING &
MANAGEMENT SERVICES WITHIN GEOGRAPHIC PINELLAS COUNTY**

THIS AGREEMENT, is entered into 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 as "Parties".

Recitals

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

WHEREAS, the COUNTY procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposals in compliance with 2 C.F.R. §200.318 through 200.326, and FEMA guidance, and awarded multiple contracts for debris collection and removal ("County Debris Removal Contract" No. 25-0644-P) as well as debris monitoring and management ("County Debris Monitoring Contract" No. 22-0601-P), collectively, "Contracts"; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, the MUNICIPALITY may be unable to timely effectuate debris collection using MUNICIPALITY staff and resources; and

WHEREAS, under the terms of the County Debris Removal Contract, Contractors will provide debris removal services within geographic Pinellas County, including upon roads for which the MUNICIPALITY has, by law or contract, the responsibility to remove debris should the MUNICIPALITY enter into this Agreement and subsequent agreement(s) with the Contractor(s) in accordance with a MUNICIPALITY's anticipated needs; and

WHEREAS, the Parties intend for the MUNICIPALITY to receive the benefits of the Contractors without exposing the COUNTY to any costs or expenses for the services rendered by the Contractors to the MUNICIPALITY; and

WHEREAS, under the terms of the County Debris Monitoring and Management Contract, Contractor(s) will provide debris monitoring services within geographic Pinellas County, including for the MUNICIPALITY provided the MUNICIPALITY enter into this Agreement and subsequent agreement(s) with the Contractor(s) in accordance with a MUNICIPALITY's anticipated needs; and

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1 INTENT OF THE PARTIES

1.1 This interlocal Agreement applies to COUNTY Contract Number 25-0644-P for Disaster Debris Removal and Collection Services and COUNTY Contract Number 22-0601-P for Disaster Debris Monitoring and Management Services.

SECTION 2 OBLIGATIONS OF THE COUNTY

2.1 The COUNTY has undertaken a competitive procurement process for disaster debris collection and removal services and disaster debris monitoring and management services, for which municipal representatives participated or had the opportunity to participate.

2.2 The scopes of work procured by the COUNTY provide comprehensive disaster debris collection and removal services and disaster debris monitoring and management services when required.

2.3 The tasks encompassed by the competitively procured contracts include Debris Clearance (First Push); Temporary Debris Storage and Reduction Sites/Management; Debris Removal; Hazardous Tree and Limb Removal; Hazardous Stump Removal; and Debris Monitoring and Management.

2.4. The COUNTY notified potential proposers in the competitive processes that the procurements were joint or cooperative procurements.

2.5 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned procurement process, if any, , the COUNTY will notify the MUNICIPALITIES in writing and will host a cloud file sharing site where the MUNICIPALITIES will have access to the executed contracts, as well as any subsequent amendments thereto.

2.6 Should the MUNICIPALITY enter into a Participation Agreement(s) in substantially the same form as Exhibit A with the COUNTY's successful contractor(s):

- The COUNTY, within five (5) business days of a request by the MUNICIPALITY, will provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance.
- Notwithstanding the foregoing, if a request is made by a MUNICIPALITY with five (5) days of a declaration of State of Emergency affecting Pinellas County, or at any time during a State of Emergency affecting the Pinellas County, the COUNTY has up to sixty (60) days to provide documentation supporting the competitive nature of the procurement in order to assist the MUNICIPALITY in any claim for Public Assistance.

2.7 The COUNTY will be responsible for seeking Public Assistance for disaster debris collection, removal, and monitoring as appropriate **only** for costs incurred by the COUNTY.

2.8 Nothing in this Agreement obligates the COUNTY to provide a debris management site (DMS) for use by the MUNICIPALITY or prevent the COUNTY and MUNICIPALITY from entering into separate agreements relating to DMS usage.

SECTION 3 OBLIGATIONS OF THE MUNICIPALITY

3.1 The MUNICIPALITY is solely responsible for determining that the COUNTY's competitive procurement process resulting in the award of Contracts meets and satisfies the MUNICIPALITY's procurement requirements, and requirements for any reimbursement, and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.318 through 200.326 and FEMA guidance.

3.2 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process or any subsequent emergency procurement process, it will do through Participation Agreement(s) substantially similar to that attached hereto as Exhibit A. Written notice of such participation must be provided to the COUNTY within five (5) business days of entering into such a contract.

3.3 The MUNICIPALITY is responsible for administering all aspects of Contracts it enters into with Contractor(s) pursuant to this Agreement and its participation agreement(s) including, but not limited to, contract administration for services rendered on its behalf.

3.4 The MUNICIPALITY agrees that the COUNTY's prioritization of debris collection, particularly as it relates to First Push, takes precedence over the MUNICIPALITY's prioritization.

3.5 The MUNICIPALITY is responsible for payment of disaster debris collection services and disaster debris monitoring and management services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's contract with the Contractor(s).

3.6 The MUNICIPALITY is responsible for seeking Public Assistance from FEMA, or other entities as appropriate.

3.7 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written addendum or amendment, the MUNICIPALITY will be responsible for coordinating and ensuring debris collection and removal on the MUNICIPALITY's roads, properties within their solid waste collection areas, collection of debris on COUNTY roads within or abutting properties within the MUNICIPALITY's boundaries, collection of debris generated by MUNICIPAL residents regardless of road jurisdiction, and other property under the MUNICIPALITY's jurisdiction.

3.8 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written addendum or amendment, the MUNICIPALITY is responsible for collecting and removing disaster debris from rights-of-way abutting any unincorporated enclaves, and unincorporated property located within the MUNICIPALITY's boundaries, unless otherwise directed or arranged through a written agreement with the COUNTY.

3.9 The MUNICIPALITY will be responsible for identifying, authorizing, managing and restoring debris management site(s) (DMS) for the management of debris collected by the MUNICIPALITY. Authorization to utilize a COUNTY DMS will require written approval by the COUNTY.

SECTION 4 ADDITIONAL SERVICES

The Parties agree not to obtain or enter into agreements to obtain additional services with the Contractor(s) awarded the jointly or cooperatively procured disaster debris collection contracts and/or the disaster debris monitoring and management contract(s) by the COUNTY pursuant to COUNTY Contract Numbers 25-0644-P and 22-0601-P, except as expressly authorized by the COUNTY's Contract(s) or this Agreement.

SECTION 5 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 Public Works
Kelli Hammer-Levy, Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
klevy@pinellas.gov

MUNICIPALITY: See Contact Information on Signature page

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SECTION 6 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 procurements of disaster debris collection, removal, and/or monitoring 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 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 7 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.

SECTION 8 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

8.1 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 6 and shall remain in effect until canceled or until the termination of the agreements entered into by the COUNTY pursuant to the competitive procurements referenced herein, whichever is sooner.

8.2 This Agreement may be canceled 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 9 TERMINATION OF DISASTER DEBRIS COLLECTION AGREEMENT

Nothing herein shall prevent any party hereto, including the COUNTY from terminating any disaster debris collection contracts or disaster debris monitoring and management contracts entered into pursuant to COUNTY Contracts, or any party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

SECTION 10 ENTIRE AGREEMENT

This document embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or

agreements, whether written or verbal, between the Parties hereto concerning the cooperative procurement of disaster debris collection and disaster debris monitoring and management contracts.

SECTION 11 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 8.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton
County Administrator

Legal review:

PCAO 540152

CITY OF BELLEAIR BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR SHORE

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF BELLEAIR BLUFFS

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF DUNEDIN

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF CLEARWATER

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF INDIAN ROCKS BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF GULFPORT

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

KENNETH CITY

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF INDIAN SHORES

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF MADEIRA BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF LARGO

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF OLDSMAR

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF NORTH REDINGTON BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF PINELLAS PARK

By:

Print Name:_____

Title: _____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SAFETY HARBOR

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON SHORES

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETERSBURG

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETE BEACH

By:

Print Name:_____

Title: _____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SOUTH PASADENA

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SEMINOLE

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TARPON SPRINGS

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

EXHIBIT A.1

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION AND REMOVAL
SERVICES AS PART OF COUNTY CONTRACT 25-0644-P

This contract entered into this ___ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and _____ an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 25-0644-P for Disaster Debris Collection and Removal Services ("County Contract") the CITY/TOWN desires to enter into an 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 County Contract.

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract 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."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING AND
MANAGEMENT SERVICES AS PART OF COUNTY CONTRACT 22-0601-P

This contract entered into this ___ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and _____ an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 22-0601-P for Disaster Debris Monitoring and Management Services ("County Contract") the CITY/TOWN desires to enter into an 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 County Contract.

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

6. This Contract 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."
7. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
8. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
9. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
10. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

CONTRACTOR

Item 6B.

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)



Memorandum

Meeting Details: December 10, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Street Sweeping Services- Sweeping Corp of America (SCA) Contract Approval

Background

The purpose of this memorandum is to request authorization to enter a new contract with Sweeping Corp of America (SCA) for citywide and specialized regenerative air street sweeping services. The current sweeping contract expires on December 31, 2025, and continuing regular sweeping is essential for maintaining stormwater quality, reducing roadway debris, and meeting environmental best management practices.

The city has utilized contracted sweeping services to maintain clean roadways and support stormwater system performance. SCA provides municipal sweeping services through Sourcewell cooperative purchasing, which allows the City to utilize competitively bid contract pricing. As a participating Sourcewell agency, the city receives a 3% discount on service costs.

Scope of Work

Under the proposed contract, SCA will provide:

1. **Two (2) sweepings per month**, consisting of:
 - **One (1) full-city sweep** using standard sweeping equipment.
 - **One (1) regenerative air sweep** focused on neighborhoods with pervious concrete, to prevent clogging and maintain infiltration performance.
2. **Debris disposal services** for all collected material.

Fiscal Impact

The monthly cost of street sweeping services under this new contract is \$2,725 per month and \$32,700 per year.

Recommendation(s)

Staff recommends that the Board of Commissioners approve entering a contract with Sweeping Corp of America for twice-monthly sweeping services at the monthly cost of \$2,725.00, utilizing Sourcewell cooperative purchasing and its associated discount.

Approval will ensure continued citywide sweeping coverage, maintain stormwater system functionality, and uphold community aesthetic standards.

Attachments

- SCA Proposal
- FY25 Contract

TO: Megan Wepfer, Public Works Director – City of Madeira Beach
FROM: Samantha Gillenwater, District Account Manager – Sweeping Corp of America
DATE: 10/31/2025
SUBJECT: **Proposal – City of Madeira Beach FY26**

Dear Megan,

Thank you for allowing USA Services of Florida, LLC. (SCA) the opportunity to address your needs to sweep the City of Madeira Beach. The below pricing targets once a month.

- | | |
|------------------------------------------------|-------------------|
| • Sweeping Broom (10/2025-12/2025): | \$1,100 per month |
| • Sweeping Regenerative Air (10/2025-12/2025): | \$1,100 per month |
| • Disposal (10/2025-12/2025): | \$300 |
| • Sweeping Broom (1/2026-9/2026): | \$1,200 per month |
| • Sweeping Regenerative Air (1/2026-9/2026): | \$1,200 per month |
| • Disposal (1/2026-9/2026): | \$325 |

Please do not hesitate to contact me at 656-230-5550 or sgillenwater@sweepingcorp.com if you have any additional requirements, questions, comments, or concerns. This quote is valid 30 days from the date indicated above.

Very Respectfully,



Samantha Gillenwater
District Account Manager
Sweeping Corporation of America



Service Agreement

USA Services of Florida, LLC (Company) agrees to perform the work described in this service agreement according to the specific terms and conditions contained herein.

Property Location

Name: **City of Madeira Beach**

Street:

City: State: Zip Code:

Phone: Fax:

Property Contact:

Email:

Phone:

Billing Info

Name: **City of Madeira Beach**

Street: **505 150th Avenue**

City: **Madeira Beach** State: **FL** Zip Code: **33708**

Phone: **727-543-8154** Fax:

Ordered By: **Megan Wepfer**

Email: **mwepfer@madeirabeachfl.gov**

Phone: **727-543-8154**

Service Details and Fees

Emergency Sweeping Service

Per Shift : **\$250**

Hour Minimum: **4**

Portal to Portal: **Yes**

OT Per Hour: **N/A**

Per Curb Mile Sweeping Service

Per Curb Mile: **N/A**

Per Cycle: **\$2,500**

Miles Per Cycle: **N/A**

Contract Term: **1 Year**

Start Date: **01 January 2025**

Scheduled Sweeping Service

Service Frequency: **Monthly**

Sweeps Per Term: **12**

Per Sweep: **\$2,200 per month**

OT Per Hour: **N/A**

Additional Fees

Disposal Fee: **\$300 per month**

Variable Energy Charge (VEC)*: **N/A**

Environmental, Health & Safety Charge (EHSC)*: **N/A**

Mobilization Fee: **N/A**

*For details, please visit www.sweepingcorp.com/vec/ or www.sweepingcorp.com/ehsc.

The Company shall provide equipment, labor, fuel, and any other materials necessary to complete the required work. The Company will clean an area seven (7) ft. wide from the curb, barrier or paved shoulder edge. No cleaning operation shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. Company's service is based on removal of a regular day-to-day build-up of material and debris. Any excessive, out of the ordinary, or unusual build-up or residue of any dirt, debris or material is not covered by the price quoted in this agreement under the hourly rate.

Special Instructions / Comments - Additional Space on Last Page, if Needed


Sourcewell contract number 062421-SWP; Madeira Beach Sourcewell member # 44728

Broom sweeping of main streets once per month at \$1,100 per service.
Regenerative Air sweeping of pervious concrete once per month at \$1,100 per service.
Disposal Charge at \$300 per month.

Authorized Signatures

The undersigned individual signing this Service Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to execute this Agreement on behalf of the Customer.

Customer

Signature: 
 Print Name: Robin I. Gomez
 Title: City Manager
 Date: 1-6-2025

Company Representative

DocuSigned by:
 Signature: 
 Print Name: Al Bragg
 Title: District Manager
 Date: 03 January 2025

Terms and Conditions

NOTICE: ANY ACCEPTANCE OF COMPANY'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS AND COMPANY EXPRESSLY OBJECTS TO ANY ADDITIONAL OR CHANGED TERMS PROPOSED BY CUSTOMER. NO OTHER TERMS AND CONDITIONS OF ANY FORM SHALL MODIFY THESE, EVEN IF SIGNED BY COMPANY. ANY ORDER TO PERFORM WORK OR COMPANY'S PERFORMANCE OF THE WORK SHALL EXPLICITLY CONSTITUTE CUSTOMER'S AGREEMENT TO THESE TERMS AND CONDITIONS. PLEASE REFER TO WEBSITE AT <https://www.sweepingcorp.com/> FOR THE LATEST GOVERNING TERMS AND CONDITIONS.

- 1) Definitions: "Customer" means the entity to which the Company is providing Services under the Agreement. "Agreement" means either a) the contract or agreement signed by both parties for the Services; or (ii) the purchase order signed by Customer and accepted by Company in writing, together with these Terms and Conditions. "Company" means the Sweeping Corporation of America entity providing Services under the Agreement.
- 2) Services Rendered: Customer grants exclusive rights to Company, for the term of the Agreement, to furnish all labor, equipment, and services necessary for the performance of the service ("Service") in conformance with the standards of service set forth in this Agreement and Customer agrees to make payments as provided in the Agreement.
- 3) Coverage and Term of Agreement. This Agreement shall control and govern all Services provided by Company as of its effective date. The effective date and initial term of this Agreement shall start on the date on which Service under this Agreement commences and shall continue for a term of thirty-six (36) months. Thereafter, it shall automatically renew for successive twelve (12) month terms unless either party gives written notice of termination to the other at least ninety (90) days before the end of the then current term.
- 4) Standards of Service: Services shall be performed in accordance with best management practices of the Company. Obstructions or debris, including but not limited to accumulations of leaves, silt, compacted dirt, and similar debris will be removed as part of the customary and ordinary service under this Agreement. If the Company, at its sole discretion, determines that such removal constitutes extra work from that contemplated under this Agreement, the Company shall, for additional compensation, perform extra services as may be required. Services shall be performed to prevent litter, leaves, sand, dirt and debris from being swept into any street side drainage inlets contiguous to or within the designated work area. Customer represents and warrants that all materials to be collected by Company are nonhazardous waste and recyclables. Nothing in this Agreement shall convey to the Company the status of "generator." Any waste swept and collected from the designated work area by Company shall remain the waste of the Customer and it is agreed
- that Company under no circumstances shall be deemed to have generated the waste or to own the waste. The Company shall dispose of all waste within the Customer's dumpster and Customer hereby authorizes the use of its dumpster for that purpose, unless otherwise stated on the front of this Agreement. Any waste that cannot be disposed of in the Customer's dumpster shall be disposed of in accordance with the Service Details and Fees.
- 5) Warranties. Except as otherwise provided herein, Company makes no express or implied warranties, including but not limited to, implied warranties of merchantability or fitness for a service for a particular purpose. Such warranties are all expressly disclaimed.
- 6) Time and Performance. Upon acceptance by Customer, Company shall commence performance within the time frame specified by Company as Start Date, or, in the absence of a specified time frame, shall commence work within a reasonable time and pursue such with reasonable diligence until completed. If a scheduled sweeping is not possible due to inclement weather or other unforeseen occurrences, Company shall endeavor to perform the services when the weather or circumstances permit.
- 7) Equipment Removal. Company agrees to remove from the Customer's premises any Company equipment, upon termination of the Agreement or once all Services have been completed.
- 8) Payment. Customer shall pay Company for Services rendered monthly in accordance with the Service Details and Fees and invoice received. Unless otherwise agreed by the parties in writing, Customer shall pay Company for Services within ten (10) days from the invoice date. Company shall charge late fees, including a one-time \$60.00 administration fee, and on a monthly basis, an additional late payment fee of 2.99% of the total overdue amount. Customer acknowledges that such late fee is not to be considered as interest or debt on a finance charge, but rather is a reasonable charge for the anticipated loss and cost to Company for the late payment.
- 9) Suspension. If any amount due from Customer is not paid within sixty (60) days of the date of Company's invoice, Company may, with or without notice, suspend service without terminating the contract, until Customer has paid all amounts owed to Company.

- 10) Rate Adjustments. Customer agrees that it shall pay Company for any increase in costs due to an escalation in energy costs. These surcharges shall be referred to as "Variable Energy Charge" on the invoice. <https://www.sweepingcorp.com/vec/> Customer also agrees that it shall pay Company for increased rates due to increases in Company's costs because of disposal, Consumer Price index changes, changes in local, state or federal law, rules, ordinances or regulations applicable to Company's operations or services or because of increases in taxes, fees, costs or other governmental charges. These charges shall be referred to as "environmental" on the invoice.
- 11) Damage to Pavement. Company shall not be responsible for any damages to the Customer's pavement or accompanying subsurface, curbing or other driving surfaces resulting from the Company's Services.
- 12) Independent Contractor. Nothing contained in this Agreement shall be construed to constitute Customer as a partner, employee, or agent of Company, nor shall either party have any authority to bind the other in any respect. It is intended that Company shall, in all instances, be and remain an independent contractor responsible for its own actions and for its own agents, employees and representatives.
- 13) Indemnity Customer shall defend, hold harmless and indemnify the Company, its officers, directors, members, affiliates, employees, or contractors from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, investigation and reasonable legal expenses) resulting from the Customer's (or its employees, invitees or subcontractors) negligence or misconduct, actions or omissions, including, but not limited to, Company's, violation of law or breach of this Agreement.
- 14) Termination. This Agreement may only be terminated by the Customer by providing written notice of Company's breach of the Agreement and, only after providing a right to cure the breach and, Company fails to cure the breach within 60 days' of written notice. Except as otherwise provided in this Agreement, the termination shall have no effect upon the rights of the parties prior or existing transactions and any liabilities. Upon termination, Company shall wind down its work in progress in a safe manner, protective of Customer and Company owned or operated property, and Customer and Company shall work in good faith to close out any service in an expeditious manner.
- 15) Assignability. This agreement is binding and shall inure to the benefit of all successors and assigns. This Agreement, and any duties hereunder and any retention of Company subject to this Agreement may be assigned by the Company, in whole or in part, without the mutual written consent of the parties to this Agreement.
- 16) Notice. Any notice to be given under this Agreement by either party to the other shall be in writing and personally delivered or mailed to the other party or by email delivery with confirmation of receipt, at its address as set forth above or to such successor addresses as the parties may designate by notice pursuant to this provision.
- 17) Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall govern the relationship of the parties notwithstanding any previous written agreement and/or any previous or subsequent oral understandings or agreements.
- 18) No Waiver. No waiver of any provision or condition of this Agreement shall be implied or imputed by reason of a party's failure to complain or to seek remedies because of any previous breach or violation.
- 19) Severability. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be enforced as the written agreement of the parties.
- 20) Credit History. Customer represents and warrants that it has the financial means to meet its obligations under this Agreement, and Customer hereby agrees that Company may, at any time, investigate the credit history of Customer. Company may terminate this Agreement if it determines, in its sole discretion, that Customer may not be able to perform its duties and obligations hereunder.
- 21) Disputes, Remedies: Except for claims by the Company for collection of fees, the parties' knowingly and voluntarily agree that the any controversy arising between them shall be resolved by binding arbitration under the rules of the American Arbitration Association, and judgment on the award may be entered by any court having jurisdiction. The parties acknowledge the Services impact and affect interstate commerce and agree that any dispute regarding the enforceability, legality, or scope of the arbitration agreement set forth herein shall be decided exclusively by the arbitrator. The parties' mutual promises contained herein, including the promise to arbitrate disagreements rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. Under no circumstances shall either party be liable to the other for loss of profits or revenues, or for any indirect, special, incidental, consequential or punitive damages, whether in contract, tort and any theory of liability. WHETHER IN ARBITRATION OR OTHERWISE, NO CLAIMS UNDER THIS AGREEMENT MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS, OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING.
- 22) Attorneys' fees, Jury Waiver and Jurisdiction and Venue. The parties agree that if Company files a lawsuit to collect any money due and payable under this Agreement, in any suit brought, Company shall be entitled to recover its reasonable costs and attorneys' fees. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement. Customer and Company agree to personal jurisdiction and venue in Cuyahoga County, Ohio and neither Company nor Customer shall object or oppose personal jurisdiction or venue if the lawsuit is filed in Cuyahoga County, Ohio.
- 23) Excused Performance. Neither party to this Agreement shall be liable for its failure to perform or delay in performance due to contingencies beyond its reasonable control, including but not limited to, unsafe conditions, weather, strikes, riots, compliance with laws or governmental orders, fires, or acts of God.
- 24) Taxes. The fees set forth herein are exclusive of taxes. Customer will be responsible for, and agrees to pay, all sales, use, value added, personal property, or similar taxes, tariffs or government charges, excepting taxes based on the income of the Company.

Special Instructions / Comments Continued...

Special instructions / Comments Continued...