



**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**
Wednesday, January 14, 2026 at 6:00 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. INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
- 3. ROLL CALL**
- 4. APPROVAL OF THE AGENDA**
- 5. PROCLAMATIONS - Mayor**
 - A.** National Certified Registered Nurse Anesthetists Week; January 18-24, 2026
- 6. PRESENTATIONS (limited to 10 minutes each)**
- 7. 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.

For any quasi-judicial public hearings that might be on the agenda, an affected person may become a party to a quasi-judicial proceeding and can be entitled to present evidence at the hearing, including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the Community Development Director not less than five days prior to the hearing.

- 8. APPROVAL OF THE MINUTES**

A. 12-10-2025, BOC Regular Workshop Meeting Minutes

B. 12-10-2025, BOC Regular Meeting Minutes

9. CONSENT AGENDA

Any member of the Board of Commissioners can ask to pull a consent item for separate discussion and vote.

10. PUBLIC HEARINGS

A. Ordinance 2025-20, Certified Recovery Residences - 2nd Reading and Public Hearing

B. Ordinance 2026-01, Calling the March 10, 2026 Municipal Election - 1st Reading & Public Hearing

11. UNFINISHED BUSINESS

A. Snack Shack Update

12. CONTRACTS/AGREEMENTS

A. Placer.AI Software Agreement

13. NEW BUSINESS

A. Res2026-01 - Emergency Bridge Loan

14. AGENDA SETTING (January 28, 2026, BOC Regular Workshop; 2:00 p.m.)

A. Contractual Agreement with Tampa Bay Psychology Associates

B. Area 9 Design/Engineering Scope Discussion

C. CXT Bathroom Purchase Discussion

D. Public Works Building Rendering Discussion

E. Photography Contract Quotes

F. GrantWorks Piggy Back Contract with Texas Standard

G. Fireworks RFP

H. Board of Commissioners Expenditure Report for FY 2025 & FY 2026 (City Clerk)

I. Special Magistrate Lien at 703 Sunset Cove, Madeira Beach - Case No. 24-233 (Baker-Cianciulli)

15. REPORTS/CORRESPONDENCE

- A. Board of Commissioners - Reports/Correspondence
- B. Board of Commissioners - 2026 Meetings Schedule
- C. Board of Commissioners - 2025 BOC Annual Meetings Report (Informational)
- D. City Clerk
- E. City Attorney
- F. City Manager

16. RESPOND TO PUBLIC COMMENTS/QUESTIONS

17. 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 email a written request to cvanblargan@madeirabeachfl.gov.

PROCLAMATION

DESIGNATING JANUARY 18-24, 2026 AS CERTIFIED REGISTERED NURSE ANESTHETIST WEEK IN THE CITY OF MADEIRA BEACH.

WHEREAS: Certified Registered Nurse Anesthetists (CRNAs) are advanced practice registered nurses. Providing anesthesia care to patients in the United States for more than 150 years, CRNAs are among the nation's most trusted professions; and

WHEREAS: Legislation passed by Congress in 1986 made nurse anesthetists/anesthesiologists the first nursing specialty to be accorded direct reimbursement rights by Medicare; and

WHEREAS: CRNAs are primary anesthesia providers in rural communities and continue to be the primary providers of anesthesia care to U.S. military personnel; and

WHEREAS: CRNAs practice in every setting in which anesthesia is delivered—from traditional hospital surgical suites and obstetrical delivery rooms to critical access hospitals; from ambulatory surgical centers to the offices of dentists, podiatrists, ophthalmologists, pain management specialists, and more; and

WHEREAS: CRNAs are qualified to make independent judgements regarding all aspects of anesthesia care based on their education, training, and licensure; and

WHEREAS: CRNAs are trusted anesthesia experts, caring for patients safely and compassionately, delivering specialized, cost-effective care to all patients—from newborns to seniors—for every type of procedure in all types of facilities; and

WHEREAS: CRNAs' experience in critical care nursing, in addition to anesthesia care, provides the training and education to address unique healthcare challenges of some of our sickest patients, including veterans;

NOW, THEREFORE, let it be resolved that the City of Madeira Beach, Pinellas County, Florida, and I, Mayor Anne-Marie Brooks, hereby proclaim the week of January 18-24, 2026, has been designated as

“National Certified Registered Nurse Anesthetists Week”

and encourage everyone to observe this week to recognize and acknowledge their important role in providing high-quality care to the public.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Madeira Beach, Pinellas County, and the State of Florida to be affixed this 14th day of January 2026.



Anne-Marie Brooks, Mayor



MINUTES

BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING DECEMBER 10, 2025 4:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 4:00 p.m. on December 10, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: Anne-Marie Brooks, Mayor

Ray Kerr, Vice Mayor/Commissioner District 2

David Tagliarini, Commissioner District 1

Eddie McGeehen, Commissioner District 3

Housh Ghovae, Commissioner District 4

MEMBERS ABSENT: None.

CHARTER OFFICERS PRESENT: Clint Belk, Acting City Manager

Clara VanBlargan, City Clerk

Andrew Laflin, Finance Director Consultant

Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Brooks called the meeting to order at 4:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll. All were present.

3. PUBLIC COMMENT

Before beginning public comment, Mayor Brooks requested two additional items be added to the Agenda under Board of Commissioners: Parking Garage and Chronic Nuisance Chapter 34, Article 7. Vice Mayor Kerr requested that an item regarding property that had become available and the public works building be added. Commissioner McGeehen requested that a discussion on parking rates in John's Pass over the holidays be added. The Commission approved all additional items for the Agenda.

Bob Bello, 13301 Gulf Lane, suggested that the City consider options to encourage lifting and rebuilding elevated structures rather than repairing properties at ground level. He recommended relaxing code requirements regarding nonconformities and setbacks to make it easier for property

owners to elevate their homes without giving up existing features, such as covered walkways, decks, and stairs, which are not considered part of the structure's footprint under current code. He noted that while recent amendments had been made, more could be done to encourage elevation of properties, which would protect homes in future storms. He was advocating for a concept along the same lines that applies to planned development for residential rebuilds.

Captain Dylan Hubbard of Hubbard's Marina spoke about the jetty situation, emphasizing the importance of the jetty walkway to tourism, visitors, locals, and the fishing community. He noted that while the second town hall meeting seemed less enthusiastic about rebuilding the jetty walkway, he felt the overall community sentiment supported rebuilding it with a walkway. He also thanked the Commission for the progress on John's Pass Committee and the dredging situation.

Adrian Turco introduced himself as representing a Romanian coffee shop development company and expressed interest in potential opportunities in Madeira Beach. Commissioner Ghovaeel elaborated that Mr. Turco's company specializes in coffee shops and small restaurants, and he had invited them to make a presentation for any future coffee shop opportunities at the recently purchased property.

4. BOARD OF COMMISSIONERS

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

Acting City Manager Belk presented the results of both town hall meetings on the newly acquired property, as well as feedback from the recent Conversations with the Mayor at the Daiquiri Shack.

Mayor Brooks opened to public comment. There were no public comments.

The suggestions were categorized in the agenda packet under beautification, buildings, events, marina, miscellaneous, park, parking, parks, and shopping district. The most popular suggestions were for green space and marina docks, each receiving seven suggestions.

The Commission engaged in a thorough discussion about next steps. Mayor Brooks expressed that more community meetings were needed before making decisions, suggesting the Commission should not be the ones making the final decision but rather facilitating community input. The Mayor said they should take their time, do their due diligence, understand what the community wants, and then have the opportunity to look for funding to pay for it. The Acting City Manager suggested that staff could narrow down the community's suggestions and use that to drive future meetings.

The Commission agreed to hold at least two more town hall meetings. Community Development Director Marci Forbes suggested that staff could create visuals showing what various buildings and amenities might look like on the site to help residents better understand the options. The Commission directed the Acting City Manager to schedule additional town hall meetings with more focused discussions based on the feedback already received.

The Acting City Manager said they have not reached out to Visit St. Pete/Clearwater, but they did reach out to GrantWorks and the lobbyist for grants. There are no grants for reimbursement for the property, but there are grants available to develop and design it.

Regarding the jetty, the Acting City Manager summarized feedback from the town halls, noting suggestions included fishing access, sunset viewing, food trucks, public art, and a sunset point experience similar to Mallory Square in Key West. Some residents advocated for restoring the walkway with improvements, while others supported leaving it in its current condition until funding and plans are defined.

Mayor Brooks opened to public comment.

Captain Dylan Hubbard, Hubbard's Marina, said it is challenging to gather input from residents, and he has found that using Google Forms could be helpful. Residents could receive a link to a Google Form prepared by staff, allowing them to provide input without attending a town hall meeting. That, in conjunction with a town hall, would allow for a lot of public input. He stressed how important the jetty walkway is, and they would be doing a disservice if they did not reestablish it. He would be happy to help explore funding resources.

The Commission discussed the potential for grant funding for fishing access points. Public Works Director Megan Wepfer provided information about permitting requirements, explaining that Army Corps of Engineers would require handrails for ADA compliance if the walkway were rebuilt. She noted that altering the original footprint would significantly complicate the permitting process.

Mayor Brooks asked whether Director Wepfer had a cost estimate to restore the jetty to its original condition with handrails. Director Wepfer said they need to know exactly what they are going to do before they can get an estimate from the engineer for the design and permitting cost.

Mayor Brooks asked about the pros and cons of making the area look similar to Mallory Square. Director Wepfer said that if they changed the aesthetics of the jetty, it would require additional permitting from the Army Corps, Section 408, and the County. She advised them to keep things the way they were. Acting City Manager Belk said he would send the Inlet Management Plan to the Commission.

ADDED ITEMS: B, D, E, F

B. Parking Garage

Mayor Brooks introduced the item, explaining that a previous Commission had raised parking rates with the funds earmarked for building a parking garage in John's Pass. Two potential locations were discussed: a lot at 130th Street and the south lot near the jetty and restrooms.

Mayor Brooks opened to public comment.

Captain Hubbard, Hubbard's Marina, spoke about the parking challenges at John's Pass, noting that 99% of Google reviews are negative and mention parking issues. He explained that private lots, particularly one dirt lot, engage in predatory pricing that damages the area's reputation. He urged the Commission to move forward with the parking garage project.

Bob Bello, 13301 Gulf Lane, suggested the City improve signage indicating City parking rates to help visitors distinguish between city lots and higher-priced private lots.

Mayor Brooks discussed the need for better signage to clearly identify city-owned lots. The Commission agreed.

The City Clerk clarified that there are two resolutions that say the parking garage must be within one-half mile of John's Pass Village.

The consensus of the Board was to direct staff to research both potential properties for the garage and to return with a presentation on the pros and cons of each location, along with more information on funding and potential design.

C. Madeira Beach City Manager Brochure

The Commission reviewed the city manager recruitment brochure prepared by Narloch and Associates.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Tagliarini praised the brochure for capturing the spirit of the city and clearly outlining expectations for the position. The Commission agreed to set January 26, 2026, as the date for the recruitment firm's first review of resumes.

D. Chronic Nuisance Chapter 34, Article 7

Mayor Brooks explained that this item was added to discuss potential tools for addressing properties that have become chronic nuisances post-hurricanes Helene and Milton. The discussion centered on whether Chapter 34, Article 7, could be used to motivate property owners to repair damaged properties or address code enforcement issues.

Mayor Brooks opened to public comment. There were no public comments.

City Attorney Trask clarified that chronic nuisance liens are on the same level as a special magistrate lien. If it is on a homesteaded property, they would not be able to foreclose on it. Chronic nuisance liens are a longer process. He noted that cities can budget for demolitions, but they are expensive and may not be recoverable. Another option would be to file a complaint for injunctive relief and have a judge order the homeowner to take certain actions. He emphasized that the City can and should board up dangerous properties for life-safety reasons, even if the costs cannot be recovered.

E. Available Property

Vice Mayor Kerr introduced a discussion about property that had become available on 150th Street behind the strip center where Gast Homes is located. He suggested it might be a good location for the public works building and for storing equipment.

Mayor Brooks opened to public comment. There were no public comments.

Mayor Brooks expressed concern about the suitability of the property; the design of the public works building would not work on it. Based on her research, the property would not accommodate the planned drive-through design for the public works building.

The Commission agreed to have staff research the property further and set up one-on-one meetings with Commissioners to discuss details, with potential further discussion at a future meeting.

F. Parking Rates

Commissioner McGeehen proposed lowering the city parking rate in John's Pass to \$2.50 throughout the holiday season to encourage more shoppers.

Mayor Brooks opened to public comment.

Captain Hubbard, Hubbard's Marina, commented that while he appreciated the idea, he felt that addressing the signage for the private lot to make it clear it was not public parking would be more beneficial than lowering rates. He encouraged the Commission to continue discussing passing an ordinance to require the private lot to change its signage.

Cristina Pascuzzi, a Madeira Beach resident, agreed with Captain Hubbard. They could take the parking revenue and come up with a creative way to prevent visitors from being exploited by the private lot.

The consensus of the Board was to not move forward with the rate reduction and focus on better signage to distinguish city lots from private lots.

5. COMMUNITY DEVELOPMENT

A. Nonconforming Time Restrictions

Community Development Director Marci Forbes explained that staff had concerns about Code Section 110-93(2)(d) regarding time limitations for nonconforming uses. The concern was that the wording might limit the timeframe for rehabilitating non-flood compliant homes within an 18-month period.

City Attorney Trask clarified that Sections 110-95 (involuntary loss) and 110-96 (rebuilding after catastrophic loss) do not have time restrictions, so the time limitations in 110-93 would not apply to hurricane-damaged homes. With this clarification, the Commission determined no immediate action was needed, though staff indicated they would still bring future revisions to improve clarity in the nonconforming code sections.

Mayor Brooks opened to public comment.

Bob Bello, 13301 Gulf Lane, thanked the City Attorney for the clarification.

6. PUBLIC WORKS

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

Director Wepfer presented the agreement, explaining that it clearly defines which areas the county is responsible for and which the City is responsible for in the event of a disaster. The Commission agreed it was necessary based on challenges experienced during Hurricane Helene.

Mayor Brooks opened to public comment. There were no public comments.

The consensus of the Board was to move forward with it.

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

Director Wepfer explained that the agreement would replace a previous one and would allow for market-value adjustments for debris removal services. During Helene, the City faced challenges competing with Hillsborough County and FDOT for debris removal services due to fixed pricing in the previous agreement.

Mayor Brooks opened to public comment. There were no public comments.

The consensus of the Board was to move forward with it.

C. Street Sweeping Services – Sweeping Corp of America (SCA) Contract Approval

Director Wepfer presented the street sweeping contract renewal with Sweeping Corp of America, noting a price increase from \$2,500 to \$2,725 per month.

Mayor Brooks opened to public comment.

Chuck Dillon, 529 Lillian Drive, expressed concern about the quality of the street sweeping service, stating that they drive too quickly and do not pick up much debris. Commissioner Tagliarini agreed and stated instances when the streetsweeper did not do a very good job.

Director Wepfer explained that the company corrects issues when notified and agreed to put the company on notice regarding complaints. She noted that construction activity in the City makes it challenging to keep streets clean. She also explained that purchasing a street sweeper would cost over \$400,000 and have a five- to six-year lifespan, making contracting more cost-effective despite service quality concerns.

Director Wepfer said the contract is annual. Commissioner Ghovaee asked if it could be put out to bid. Director Wepfer said they could if the Board approved going on a month-to-month basis, but she did not know what the fee would be compared to the contract price. It would take several months to go through the bid process. Commissioner Ghovaee said they could wait another ten months.

The City Attorney said it is not an annual contract. It is a 36-month contract with two one-year renewals. Director Wepfer said that the company's legal review said the original contract was a 12-month contract, which overrides the 36-month contract. The City Attorney said that if the Board is comfortable with the price, he could negotiate the terms of the contract. He did not like that the company does not tell them where they dispose of the debris, because the City still owns it. If there is hazardous material they pick up, the City is still responsible for it.

The consensus of the Board was to approve the contract renewal, subject to City Attorney review and amendments, with the understanding that staff monitor performance more closely and collect data on the amount of debris collected.

7. RESPOND TO PUBLIC COMMENTS/QUESTIONS

Mayor Brooks addressed the three public comments made at the beginning of the meeting. She asked that the staff examine Mr. Bello's suggestions for relaxing the code for property elevation and bring them back for future discussion.

Mayor Brooks noted the Commission was committed to finding a solution for the jetty walkway and would continue discussions on that topic.

Mayor Brooks said the third comment was an introduction by a coffee shop developer.

8. ADJOURNMENT

Mayor Brooks adjourned the meeting at 5:56 p.m. They would reconvene at 6:10 p.m. for the Regular Meeting.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES

BOARD OF COMMISSIONERS REGULAR MEETING DECEMBER 10, 2025 6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on December 10, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: Anne-Marie Brooks, Mayor
 Ray Kerr, Vice Mayor/Commissioner District 2
 David Tagliarini, Commissioner District 1
 Eddie McGeehen, Commissioner District 3
 Housh Ghovae, Commissioner District 4

MEMBERS ABSENT: None

CHARTER OFFICERS PRESENT: Clint Belk, Acting City Manager
 Clara VanBlargan, City Clerk
 Andrew Laflin, Finance Director Consultant
 Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Brooks called the meeting to order at 6:10 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

City Attorney Tom Trask gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL

City Clerk Clara VanBlargan called the roll. All were present.

4. APPROVAL OF THE AGENDA

Vice Mayor Kerr motioned to approve the Agenda as written. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Tagliarini	"YES"

Commissioner McGeehen	"YES"
Commissioner Ghovae	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

5. PROCLAMATIONS

There were no Proclamations.

6. PRESENTATIONS

There were no Presentations.

7. PUBLIC COMMENT

Helen Price from 13300 3rd Street East addressed the Board, representing the Gulf Beaches Library Board of Trustees. She provided an update on the library, noting it had been fully redone after the storm. She announced the annual library fundraiser scheduled for February 26th. Ms. Price highlighted library services, including notary services for \$5, reader and audiobook checkouts, museum passes available for checkout, and the library's archive of city documents. She also mentioned that AARP offers free tax assistance regardless of age or membership, available by appointment at the library. She addressed a question from Commissioner Tagliarini about the brick project, explaining that the fundraising bricks are installed or being installed at the library entrance rather than as pavers due to varying brick thicknesses.

8. APPROVAL OF MINUTES

- A. 2025-11-12, BOC Regular Workshop Meeting Minutes
- B. 2025-11-12, BOC Regular Meeting Minutes
- C. 2025-11-25, BOC Special Meeting Minutes

Vice Mayor Kerr motioned to approve the meeting minutes as written. Commissioner Ghovae seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Ghovae	"YES"
Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

9. CONSENT AGENDA

- A. ITB #25-14 Johns Pass Dredging Contract Approval**
- B. Interlocal Agreement with Pinellas County for Disaster Debris and Monitoring Services**
- C. Interlocal Agreement with Pinellas County for designation of collection and removal responsibilities within geographic Pinellas County**
- D. Street Sweeping Services – Sweeping Corp of America (SCA) Contract Approval**
- E. Madeira Beach City Manager Brochure**

Mayor Brooks read the Consent Agenda Items.

The Board pulled for separate discussion and vote items D, Street Sweeping Services, and E, Madeira Beach City Manager Brochure, to talk about the date.

Commissioner Tagliarini motioned to approve Consent Agenda Items A, B, and C. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Commissioner Ghovae	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

D. Street Sweeping Services – Sweeping Corp of America (SCA) Contract Approval

City Attorney Trask requested that the motion to approve the contract with the language negotiated through the city attorney's office.

Vice Mayor Kerr motioned to approve the street sweeping services contract, with the contract language to be interpreted by the City Attorney. Commissioner Ghovae seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Ghovae	"YES"
Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

E. Madeira Beach City Manager Brochure

The Board needed to add a date to the brochure.

Commissioner Tagliarini motioned to approve the brochure with the insertion of January 26, 2026, as the due date for resumes. Commissioner McGeehan seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Commissioner Ghovae	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

10. PUBLIC HEARINGS

A. Resolution 2025-14, Affordable Housing Property Tax Exemption

City Attorney Tom Trask read Resolution 2025-14 by title only:

RESOLUTION 2025-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, OPTING OUT OF PROVIDING THE 80-120% AMI "MISSING MIDDLE" PROPERTY TAX EXEMPTION TO DEVELOPMENTS THAT WOULD OTHERWISE QUALIFY PURSUANT TO HOUSE BILL 7073; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

The City Attorney explained that the resolution was similar to the one adopted the previous year, with only the date changed. They are asking for consideration and approval.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner Ghovae motioned to adopt Resolution 2025-14, Affordable Housing Property Tax Exemption. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Commissioner Ghovae	"YES"
Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

B. Ordinance 2025-19, C-3 Zoning District Setbacks – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-19 by title only:

ORDINANCE 2025-19

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA,
AMENDING CHAPTER 110 (ZONING) ARTICLE V. – DISTRICTS,
DIVISION 7. - C-3, RETAIL COMMERCIAL, SECTION 110-321. -
SETBACK REQUIREMENTS, OF THE CITY'S LAND DEVELOPMENT
REGULATIONS TO REDUCE THE FRONT AND SIDE SETBACKS;
PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

Community Development Long Range Planner Andrew Morris explained that it was a privately initiated amendment to the zoning code supported by staff. The amendment would lower the front yard setback in the C-3 retail commercial zoning district from 25 feet to 10 feet and decrease the side yard setback for lots 120 feet or less, while keeping the 10-foot minimum side setback required for corner lots or side yards next to streets.

Mayor Brooks opened to public comment. There were no public comments.

Commissioner McGeehan noted that it aligns with the City's master plan, and there have been no changes since the first reading.

Commissioner Tagliarini motioned to adopt Ordinance 2025-19, C-3 Zoning District Setbacks, after second reading and public hearing. Commissioner Ghovaei seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner Ghovaei	"YES"
Commissioner McGeehan	"YES"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

C. Ordinance 2025-20, Certified Recovery Residences – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2025-20 by title only:

ORDINANCE 2025-20

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE VI (SUPPLEMENTAL DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) THE LAND DEVELOPMENT REGULATIONS BY CREATING DIVISION 16, "CERTIFIED RECOVERY RESIDENCES"; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REQUESTS FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR REVOCATION OF REASONABLE ACCOMMODATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

The City Attorney clarified that the ordinance was mandated by state law to be adopted. The law explicitly states that by January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for reviewing and certifying recovery residences within its jurisdiction. This ordinance must include a process for requesting reasonable accommodations from any local land use regulations that prevent the establishment of a certified recovery residence. Two technical additions were made that are not specified in the statute. One is in paragraph D4, requiring applicants to submit a property survey, and the other is in paragraph D5, requiring a scale drawing showing all proposed site development along with the application.

Community Development Director Marci Forbes stated that it was brought to the Planning Commission's attention, which requested clarification due to the different levels of recovery residences. Staff confirmed that any application received would specify the particular level, and if the level changed, it would need to go through the permit process again. When referencing a form, it would need to be submitted to the community development department, and that form would reiterate that any level changes require revisiting the permitting process.

Mayor Brooks opened to public comment. There were no public comments.

The City Attorney confirmed there were four levels.

Vice Mayor Kerr inquired if it could be limited to the R-1 zoning district, which mainly covers weekly or nightly rentals in areas where short-term rentals are already allowed. Director Forbes clarified that R-1 is designated for long-term rentals. R-2 permits a minimum of three rentals, and R-3 is designated for short-term rentals.

Vice Mayor Kerr said he wouldn't have a problem with areas where short-term rentals are already allowed. His concern is with places where they are not permitted, such as six-month or three-month rentals. He asked if that could be included in the ordinance. They are allowing it, but not throughout the entire city.

The City Attorney said he did not know the answer to the question, except that even if it were not allowed in certain areas, they would still be able to request accommodations. The purpose of the

statute is to allow such recovery residences to be established in the City. The statute was adopted specifically because small and larger cities have avoided such facilities. The Florida legislature and the governor believe this is very important, which is why they codified it and mandated its adoption. He would not want them to find themselves in a position where they made it so difficult for such residences in the City that they were found to violate the statute. He would not recommend adding any extra qualifications to those homes, because they are essentially like any other group home in the City. It's just for a different purpose.

Vice Mayor Kerr stated that it violates the rental policy established decades ago. Director Forbes mentioned she anticipated that the rental component would meet their code requirements. Vice Mayor Kerr expressed concern about possibly dividing the neighborhood over this issue. The City Attorney noted he did not see it as a significant concern and was unaware of any application the City had received during his entire tenure with the City of Madeira Beach. They are in the process of creating a review procedure to address it.

Commissioner Ghovae motioned to adopt Ordinance 2025-20 with the additional requirements of D4 and D5, after first reading and public hearing. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Commissioner Ghovae	"YES"
Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

D. ABP 2025-06 Dockside Dave's Restaurant

City Attorney Tom Trask said the next three items on the agenda are all quasi-judicial hearings. There is a process they must follow under the City's code, and he will guide them through it.

The first application is ABP 2025-06 Dockside Dave's Restaurant located at 14701 and 14703 Gulf Blvd, Madeira Beach, FL 33708.

The summary of the application is pursuant to Land Development Code, Article VI, Division 6 – Alcoholic Beverages, the applicant for ABP 2025-06 is seeking a quota 4COP alcoholic beverage license for the sale of beer, wine, and liquor for consumption on premises at Dockside Dave's Restaurant located at 14701 and 14703 Gulf Blvd Madeira Beach, Fl 33708. The application is made pursuant to Sec. 110.534, change of alcoholic beverage zoning because the applicants requested a change from a special food service establishment 4COP alcoholic beverage license to a quota 4COP alcoholic beverage license. Brandon Nazzario is the property owner.

Attorney Trask said he will use the same standards for all three cases on the agenda to shorten the time, so he will read it once and apply it to all three. The standards to be applied are outlined in Code Section 110-532, which reads as follows:

When considering the alcoholic beverage application, the Board of Commissioners shall consider the following factors:

1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
3. Whether or not the proposed use is compatible with the particular location for which it is proposed.
4. Whether or not the proposed use will adversely affect public safety.
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the City under any section of the Code.

Attorney Trask said, pursuant to the Code Section 2-10, the burden of proof reads as follows:

The applicant shall have the burden of proof at the hearing to show by the greater weight of the evidence that the application is consistent with the city's comprehensive plan and complies with all procedural requirements of law. Conditions may be suggested by the applicant, the City, or any party, or may be imposed by the Board, which are intended to assure consistency and compliance.

Attorney Trask said the parties in this case, since there have been no notices of intent to become an effective party filed in this case, are the City and Dockside Dave's Real Estate LLC. The order of the presentation, since there are only two parties, the City will present first, and then Dockside Dave's will have the opportunity to do that.

Attorney Trask read the quasi-judicial rules and procedures:

It is a quasi-judicial proceeding where the Board of Commissioners acts in a quasi-judicial rather than a legislative capacity at this hearing. It is not Board's function to make law but rather to apply law that has already been established. In this hearing, the Board is required by law to make findings of fact based upon the evidence presented at the hearing and apply those findings of fact to previously established criteria containing the Code of Ordinances in order to make a legal decision regarding the application before it. The Board may only consider evidence at the hearing that the law considers competent substantial and relevant to the issues. If the competent substantial and relevant evidence at the hearing demonstrates that the applicant has met the criteria establishing the Code of Ordinances, then the Board is required by law to find in favor of the applicant.

By the same token if the confident substantial and relevant evidence of the hearing demonstrates that the applicants failed to meet the criteria established in the Code of Ordinances then the Board is required by law to find 'against' the applicant.

Attorney Trask asked if any of the Board of Commissioners had any ex parte communication between the Commission and the applicant that they needed to disclose. There were none.

Attorney Trask asked if any of the Board of Commissioners had any conflicts of interest to disclose. There were none.

Attorney Trask administered the Oath to all present to speak at the meeting.

Attorney Trask asked the staff to make their presentation.

City Staff Presentation

Mr. Morris gave his staff report, which included responses to the five conditions of approval:

Discussion:

When considering the alcoholic beverage license application, the Board of Commissioners shall consider the following factors:

(1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.

Dockside Dave's is proposing to change from a Special Food Service Establishment (4COP) alcoholic beverage license to a Quota (4COP) alcoholic beverage license. The Quota (4COP) alcoholic beverage license does not require a percentage of gross food and beverage revenue to come from non-alcoholic items, and it does not require a minimum number of physical seats. The Special Food Service Establishment (4COP) license requires a minimum number of 120 physical seats and 51% of the gross food and beverage revenue to come from non-alcoholic items. Dockside Dave's still plans to operate as a restaurant but would not be required to meet the seating and food sale requirements of the previous license. This proposed change will not have a negative impact on the existing neighborhood character since the applicant proposes to continue to operate as restaurant. The existing neighborhood is mostly commercial or multifamily uses, and the existing restaurant already has a Special Food Service Establishment (4COP) alcoholic beverage license to serve beer, wine, and liquor on the premises. Additionally, The Reef Bar and Grill located adjacent to this property already serves liquor.

(2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.

As proposed, the Quota (4COP) alcoholic beverage license use does not present a safety hazard or lead to additional congestion. Dockside Dave's does meet the parking requirements of the city's

land development regulations when the 5 offsite shared parking spaces are included in their total parking count. The offsite shared parking spaces will be for employees only and all proposed parking on site will accommodate customers based on the number of seats indicated in the approved site plan provided. If the property of the offsite shared parking is redeveloped, Dockside Dave's would be out of compliance with the city's parking regulations unless they found additional parking. Attached to the memo is a copy of their offsite shared parking agreement.

Figure 1.

Dockside Dave's Parking Requirements from Site Plan

TOTAL REQUIRED PARKING SPOTS 35
 PARKING COUNT = 27 SPOTS + 3 BIKE RACK CREDITS + 5 OFF SITE
 GRAND TOTAL= 35 PARKING SPACES (5 OFFSITE)
 NUMBER OF EMPLOYEES: 10

(3) Whether or not the proposed use is compatible with the particular location for which it is proposed.

This proposed change in alcoholic beverage license use is compatible with this location since Dockside Dave's would continue to be a restaurant. Nearby businesses like the Reef Bar and Grill already serve liquor. Dockside Dave's would continue to focus on food, and the alcoholic beverages would complement the food.

(4) Whether or not the proposed use will adversely affect the public safety.

Public safety should not be adversely affected by Dockside Daves Restaurant changing from a Special Food Service Establishment (4COP) alcoholic beverage license to a Quota (4COP) alcoholic beverage license. The restaurant is more than 500 feet away from any established church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. This 500-foot requirement is the minimum distance required for bars and clubs located in the C-3, Zoning District (sec. 110-530) and does not need to be met for restaurants. Dockside Dave's is classified as a restaurant.

(5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

The applicant has no outstanding fines or penalties owed to the City under any section of the Code.

Fiscal Impact:

N/A

Recommendation(s):

Staff recommends the approval of ABP 2025-06 with the following conditions:

- The applicant must maintain a minimum of 5 parking spaces offsite. If there is a change to the existing contract, Dockside Dave's will need to submit a revised contract and site plan showing where the new parking spaces would be located.
- Per the attached site plan sheet SP 1.0, the area labeled "no open entertainment space permitted" cannot be utilized for additional seating, standing space, or open entertainment space with the exception of the applicant applying for a special events permit as defined in Article II. Special Events.

Attachments:

Local Application
Parking Agreement
Public Notice Mailing and Posting

Mr. Morris concluded his presentation.

Attorney Trask asked Mr. Morris if he was asking that the Board of Commissioners take the staff report into evidence. Mr. Morris said yes.

Questions from the Board of Commissioners to City Staff

Commissioner Ghovaei inquired about the scale drawing in the package. Mr. Morris explained that the copy is smaller to fit the packet, while the one on the screen is much larger.

Commissioner Ghovaei said he relies on staff to review it to ensure accuracy. Director Forbes said they have been working on the remodeling and have met all the review process requirements.

Attorney Trask asked if there were any other questions from the Commission for City Staff. There were none.

Attorney Trask asked if the City staff had any other witnesses it wished to call. There were none.

Applicant Presentation

Brandon Nazzario, the owner of Dockside Dave's property, had no additional comments or questions.

Questions of Mr. Nazario

Mayor Brooks reviewed the two staff recommendations: one was to keep the five parking spaces off-site, and the other was that no open entertainment space was allowed. Looking at the drawings, it is very clear where open entertainment is not permitted. If interpreted correctly, the only place for that is in the small building. Mr. Nazario confirmed there would be no entertainment outside the small building.

Mayor Brooks said she mentioned that because, during their discussion of the noise ordinance, they also talked about approving things outside the noise ordinance and how they would handle that.

There were no questions from the other Commissioners to the applicant.

Questions to the City Attorney

Attorney Trask said he would be happy to answer any questions they might have.

Mayor Brooks said that in the past, when the Commission approved things, conditions were placed on them, and those conditions would go away after a period of time. They cannot have open entertainment outside, which is very defined. She asked whether they needed to memorialize it in some way beyond just being part of the approval, so that it is enforceable for years to come. Should that be a concern or a conversation?

Attorney Trask said that at the end of each hearing, the City should issue a letter to them stating whether their application has been approved or denied and, if approved, that it is approved with the following conditions. That would be the documentation, and those conditions do not go away. If, in this particular case, they failed to have the five off-site parking spaces, he would think that City staff would immediately bring it back to the Board of Commissioners to revoke that alcoholic beverage permit because that was one of the conditions of the permit.

Attorney Trask said regarding the parking agreement question, the code is very specific about what must be included in that agreement. He worked with the property owner, the parking lot leasing agent, and their attorneys to develop a parking agreement. It meets all the terms he requested in the agreement. Specifically, what he was concerned about was what would happen if the lease agreement were to go away. There is a legal obligation on Mr. Nazario and his company to immediately notify the City that either the underlying agreement or his agreement has been terminated. Once that notice is brought to the Board of Commissioners and he cannot get the five spaces elsewhere, the Board of Commissioners would obviously want to address that alcoholic beverage permit. The agreement will be recorded in the public records, which will be like a recorded deed. It is the obligation of the property owner and the parking agreement company, or the parking company and Dockside Dave's. There is no way they can draft an agreement that prevents the parking spaces from going away. He has done his best to secure those spaces under that agreement, which he believes meets the code requirements. That would be the agreement to be attached to that letter he just mentioned as a condition.

Mayor Brooks said she understands they can obtain special event permits for outdoor entertainment. Attorney Trask said that it was a condition.

There were no more questions from the City or the applicant. Attorney Trask opened to public comment.

Public Comments

Chuck Dillon from Lillian Drive spoke in support of the application, noting it represented another step in the city's recovery after the storm.

Public Hearing Closed

Attorney Trask closed the public hearing and brought it back to the Commission for consideration of the application. He asked for a motion to vote up or down. The motion to approve should include the conditions listed in the staff recommendation.

Commissioner McGeehen motioned to approve the ABP 2025-06 Dockside Dave's Restaurant, including the staff recommendation of the two conditions. Commissioner Ghovaei seconded the motion.

ROLL CALL:

Commissioner McGeehen	"YES"
Commissioner Ghovaei	"YES"
Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

E. ABP 2025-07 Johns Pass Convenience Store & Rentals

City Attorney Tom Trask said the application in the case is Corey Jennings and Coastal Rise LLC, located at 13045 Gulf Blvd, Madeira Beach, FL 33708. There are no notices of intent by persons seeking to be an affected party.

A summary of the application is pursuant to Land Development Code, Article VI, Division 6, Alcoholic Beverages. The applicant for ABP 2025-07 is requesting authorization from the Board of Commissioners for the approval of a Package Sales 2APS alcoholic beverage license for the sale of beer and wine package sales for off-premises consumption at Johns Pass Convenience Store & Rentals at 13045 Gulf Blvd., Madeira Beach, FL 33708.

Attorney Trask said he had already gone over the standards and will not repeat them. They are the same as the last case. The burden of proof is the same as in the last case. Since there are no affected parties, the only parties are the City, Mr. Jennings, and Coastal Rise LLC. The City will therefore present first. He said he had already read the quasi-judicial procedures. They are the same for this case.

Attorney Trask asked if any of the Commissioners had any ex parte communication between the Commission and the applicant that they needed to disclose. There were none.

Attorney Trask asked if any of the Commissioners had any conflicts of interest to disclose. There were none.

Attorney Trask said City staff had already been sworn in. There was no one in the public to speak, and the applicant was not present.

Attorney Trask asked the staff to make their presentation.

City Staff Presentation

Mr. Morris gave his staff report, which included responses to the five conditions of approval:

Discussion:

When considering the alcoholic beverage license application, the Board of Commissioners shall consider the following factors:

(1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.

The Traditional Village Character District of John's Pass Village Activity Center is focused on commercial uses to cater to both residents and visitors. A convenience store selling beer and wine would be a compatible use for the location. The proposed alcohol use would not adversely affect the character of the existing neighborhood. There are nearby businesses that have various types of alcoholic beverage licenses.

(2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.

The Traditional Village Character District of the John's Pass Village Activity Center is a walkable commercial area where customers can walk between their shopping and eating destinations. This establishment is in the John's Pass Village Parking Area listed in Sec. 110-954. - Special parking areas. The proposed alcoholic beverage license use would not create additional congestion or present a safety hazard. John's Pass Convenience Store was previously located along Fisherman's Alley. Their previous store was damaged during Hurricane Helene. At the previous location of the John's Pass Convenience Store, they did have a Package Sales (2APS) alcoholic beverage license. The proposed alcoholic beverage license would be the same level of intensity and not generate additional traffic more than their previous location. The applicant clarified that their lease includes 2 parking spaces. One space would be used for employee parking, and another space would be used for customer parking. Since this establishment is located in a special parking area, the proposed parking will be sufficient.

(3) Whether or not the proposed use is compatible with the particular location for which it is proposed.

A convenience store would be a compatible use in this location since it is a commercial use and would be near other commercial uses. Many of the nearby tenants have various types of alcohol

beverage licenses. The structure that the establishment is located in has previously had other commercial tenants. The proposed use is compatible with the location.

(4) Whether or not the proposed use will adversely affect the public safety.

Public safety should not be adversely affected by Johns Pass Convenience Store & Rentals selling beer and wine package sales for off-premises consumption. The convenience store is more than 500 feet away from any established church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. There are businesses nearby that already sell alcoholic beverages.

(5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

The applicant has no outstanding fines or penalties owed to the City under any section of the Code.

Fiscal Impact:

N/A

Recommendation(s):

City Staff recommends the approval of ABP 2025-07 Johns Pass Convenience Store & Rentals.

Attachments:

Local Application

Existing Site Plan

Public Notice Mailing and Posting

Mr. Morris concluded his presentation.

Attorney Trask asked Mr. Morris if he was asking that the Board of Commissioners take the staff report into evidence. Mr. Morris said yes.

Questions from the Board of Commissioners to City Staff

There were no questions from the Commission to City staff.

Applicant Presentation

The applicant was not present.

Public Comments

Attorney Trask asked if anyone from the public wanted to address the application. There were none.

Public Hearing Closed

Attorney Trask closed the public hearing and returned it to the Commission for consideration of the application, as presented, without the applicant.

Commissioner Ghovaee asked whether the parking spaces were existing and already striped, as none of them work dimensionally. Mr. Morris said the parking spaces have been there for a very long time. It is older, legally non-conforming structures that have oddly shaped parking spots. If they ever redeveloped, they would have to comply with the alcohol permit. Commissioner Ghovaee said that, from a public safety perspective, he would be concerned about cars not being able to back out. There is not enough space between the parking spaces and the drive aisle to back out at a 90-degree angle. It appears to be minimal. If it existed, they would have to live with it.

Director Forbes said it was not part of any other permit or site plan review. It is strictly just adding the sale of alcohol. It does not trigger them to become fully compliant unless they stripe or restripe the parking lot, then it would trigger the full compliance. The alcohol permit also does not require them to have additional parking.

Commissioner Tagliarini motioned to approve the ABP 2025-07 Johns Pass Convenience Store & Rentals application. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Ghovaee	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

F. ABP 2025-08 Broke N Board Bar & Grill

City Attorney Tom Trask said he was not sure how to pronounce the applicant's name. He could step forward and pronounce it to them.

Attorney Trask said this is for the property located at 15015 Madeira Way, Suite 100, Madeira Beach, FL 33708.

The summary of the application is pursuant to Land Development Code, Article VI, Division 6, Alcoholic Beverages. The applicant for ABP 2025-08 is requesting authorization from the Board of Commissioners for the approval of a Special Food Service Establishment 4COP Alcoholic Beverage License with stated intent to sell, Beer, wine, and Liquor for consumption on premises at Broke N Board Bar & Grill located at 15015 Madeira Way, Suite 100, Madeira Beach, FL 33708.

Attorney Trask said the standards to be applied are the ones he mentioned in the first two cases. They are the same. The burden of proof is the same. No affected parties have filed notices of intent. The only parties are the applicant and the City. The City should present first. He has already read the quasi-judicial procedures. They are the same as the last two.

Attorney Trask asked if any of the Commissioners had any ex parte communication between the Commission and the applicant that they needed to disclose. There were none.

Attorney Trask asked if any of the Commissioners had any conflicts of interest to disclose. There were none.

Attorney Trask said City staff have already been sworn in. When asked, the applicant said he had already been sworn in.

The applicant, Djeto Ljuljdjural, pronounced his name.

City Staff Presentation

Attorney Trask asked the staff to make their presentation.

Mr. Morris gave his staff report, which included responses to the five conditions of approval:

Discussion:

When considering the alcoholic beverage license application, the Board of Commissioners shall consider the following factors:

(1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.

The property has the Future Land Use designation of Planned Redevelopment-Mixed Use and is surrounded by other properties with this Future Land Use designation. The Planned Redevelopment-Mixed Use Future Land Use designation is given to properties located within the Madeira Beach Town Center Special Area Plan. This property is in the Commercial Core District of the Madeira Beach Town Center Special Area Plan. This district supports Commercial uses and Commercial/mixed-uses that are walkable. There are other nearby businesses that sell alcoholic beverages. A restaurant that serves beer, wine, and liquor would be an acceptable use for the property and would not adversely affect the character of the existing neighborhood.

(2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.

Properties located within the Madeira Beach Town Center Special Area Plan have a reduced parking requirement that is 50% less than other areas of Madeira Beach. The restaurant is attached to a hotel structure that has a parking garage. The property has sufficient parking for both the hotel

and restaurant uses. The traffic generated from this proposed alcoholic beverage request would not create congestion or present a safety hazard.

(3) Whether or not the proposed use is compatible with the particular location for which it is proposed.

Don the Beachcomber was previously using this location and had the same type of alcoholic beverage license. The proposed alcoholic beverage license use would be compatible with the existing structure and with the zoning and future land use designations for the property. The property is not located within 500 feet of a church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center.

(4) Whether or not the proposed use will adversely affect the public safety.

The requested license is not anticipated to adversely affect public safety. For Special Food Service Establishment (4COP) Alcoholic Beverage Licenses, the state of Florida requires at least 51% of gross food and beverage sales revenue to come from the sale of food and non-alcoholic beverages. The previous tenant Don the Beachcomber had a Special Food Service Establishment (4COP) license. The proposed alcoholic beverage license request would not adversely affect public safety more than the previously approved alcoholic beverage license use at this location.

(5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

The applicant does not owe any outstanding charges, fees, interest, fines, or penalties to the city.

Fiscal Impact:

N/A

Recommendation(s):

City Staff recommends the approval of ABP 2025-08 Broke N Board Bar & Grill.

Attachments:

Local Application

Approved Site Plan

Public Notice Mailing and Posting

Mr. Morris concluded his presentation.

Attorney Trask asked Mr. Morris if he was asking that the Board of Commissioners take the staff report into evidence. Mr. Morris said yes.

Questions from the Board of Commissioners to City Staff

Attorney Trask asked if there were any questions from the Commission for City Staff. There were none.

Attorney Trask asked Mr. Ljuljdjural if he had any questions for Mr. Morris, and there were none.

Attorney Trask asked if City staff had any other witnesses. There were none.

Applicant Presentation

The applicant, Mr. Ljuljdjural, presented to the Board of Commissioners. He said the place is not changing anything from what it was before. They are a bar and restaurant and will provide better food, use the patio, have entertainment, and follow the City's rules. In Indian Shores, they have a place. There have been no issues. The City will have no issues either.

Applicant questions for the Board of Commissioners

Commissioner Tagliarini said the prior restaurant there had noise issues, although it was a nice setup. There are condos next to it. The noise was addressed in the City's ordinances, but it was pushed to the limit.

Mr. Ljuljdjural said there will be no noise issues. On the outside, there will mostly be slow piano music with no issues.

Public Comments

Attorney Trask asked if anyone else in the audience wanted to address the Commission on the application.

Chuck Dillon spoke in support of the application, noting that if the restaurant was related to one up north, they served delicious food.

Public Hearing Closed

Attorney Trask closed the public hearing and returned it to the Commission for consideration of the application.

Mayor Brooks said she was in favor, and Vice Mayor Kerr said he would follow staff recommendations.

Commissioner Tagliarini motioned to approve the ABP 2025-08 Broke N Board Bar & Grill application. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"

Commissioner Ghovae	"YES"
Vice Mayor Kerr	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

11. UNFINISHED BUSINESS

12. CONTRACTS/AGREEMENTS

13. NEW BUSINESS

14. AGENDA SETTING (January 28, 2026, BOC Regular Workshop; 2:00 PM)

- A. 555 150th Avenue Rezoning to C-4, Marine Commercial Zoning District
- B. Area 9 Design/Engineering Scope Discussion
- C. CXT Bathroom Purchase Discussion

Added items:

Mayor Brooks added three items from the workshop meeting:

- Parking Garage Update
- The Jetty
- The property that Vice Mayor Kerr mentioned that he wanted reviewed by the Board.

City Attorney Trask requested adding a review of a fine reduction request for a code enforcement lien on property located at 703 Sunset Cove, noting that the process would be to review it at the workshop and then act on it at a regular meeting. Everyone received the memorandum with the backup information.

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners – Reports/Correspondence

Commissioner Tagliarini raised concerns about an email from City Attorney Trask regarding legal fees for a complaint filed against his campaign finances by former Mayor John Hendricks. He explained that initially, the City Attorney had led him to believe that the City would reimburse his legal fees related to the complaint, which contained 24 alleged violations that had all been resolved before the complaint was filed. The City Attorney misunderstood it to be an ethics complaint rather than an election complaint. The former city manager, Mr. Gomez, authorized the payment, and his legal fees were recently paid. However, he recently learned from the City Attorney that the fees are not reimbursable by the City because it was an election complaint rather than an ethics complaint, and he apologized for making the error.

Commissioner Tagliarini said he was being asked to reimburse the City for the legal fees. He requested that the Board allow the City Manager to authorize payment of his legal fees, at least up to this point, as he was led to believe it was his right and had been promised by the previous city manager. He will be responsible for any fees incurred from this point forward. He thanked the Board for its consideration.

The City Attorney stated it would not be appropriate for the Board of Commissioners to authorize the payment and proposed a solution. He suggested that on his next bill, he credit the City the value of the \$630 in legal fees it has already paid, if acceptable by the Commission and Commissioner Tagliarini. This would make it a non-issue and prevent Commissioner Tagliarini from potentially getting any future complaints about public purpose. Commissioner Tagliarini accepted the City Attorney's offer.

B. Board of Commissioners – 2026 Meeting Schedule

The Board reviewed the 2026 meeting schedule and made no changes.

C. Board of Commissioners – 2025 BOC Annual Meetings Report (Jan – Nov) - Informational

City Clerk noted this was provided for informational purposes and mentioned that monthly Board of Commissioners budget reports would be added to future reports.

D. City Clerk Report

The City Clerk announced that the qualifying period for the March 10, 2026 municipal election would end on Friday, December 12, 2025, at noon. Three candidates have qualified so far: David Tagliarini for Commissioner District 1, and Ray Kerr (incumbent), and Chuck Dillon for Commissioner District 2.

E. City Attorney

City Attorney Trask wished everyone a Merry Christmas and a Happy New Year.

F. Acting City Manager

The City Manager provided updates on two projects: Johns Pass dredging would start in January, depending on when Pinellas County finishes dredging the channel; and the Snack Shack sand removal is scheduled from December 22nd through December 27th, with Christmas being a day off.

16. RESPOND TO PUBLIC COMMENTS/QUESTIONS

There were no public comments and questions to address.

17. ADJOURNMENT

Mayor Brooks adjourned the meeting at 7:24 p.m.

ATTEST:

Anne-Marie Brooks, Mayor

Clara VanBlargan, MMC, MSM, City Clerk

DRAFT



Memorandum

Meeting Details: January 14, 2026 – BOC Regular Meeting

Prepared For: Honorable Mayor Brooks and the Board of Commissioners

Staff Contact: Community Development Department

Subject: Ordinance 2025-20 Certified Recovery Residences 2nd Reading and Public Hearing

Background & Discussion:

In accordance with Florida Senate Bill 954, municipalities are required to adopt an ordinance by January 1, 2026, establishing procedures for the review and approval of certified recovery residences. This ordinance amends Article VI of Chapter 110 of the Land Development Regulations by creating Division 16 to define certified recovery residences, establish application and review procedures, and outline criteria for reasonable accommodation requests in compliance with the Fair Housing Act and ADA. The proposed Ordinance 2025-20 Certified Recovery Residences if adopted would bring Madeira Beach into compliance with Senate Bill 954.

Fiscal Impact:

Pending the circumstances, there is a possible increase in staff time for review of a permit application associated with this type of project.

Recommendation(s):

City staff recommends the approval of Ordinance 2025-20 Certified Recovery Residences.

Attachments/Corresponding Documents:

- Ordinance 2025-20 Certified Recovery Residences
- Ordinance 2025-20 Business Impact Estimate
- Forward Pinellas Consistency Letter

ORDINANCE 2025-20

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE VI (SUPPLEMENTAL DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) THE LAND DEVELOPMENT REGULATIONS BY CREATING DIVISION 16, "CERTIFIED RECOVERY RESIDENCES"; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REQUESTS FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR REVOCATION OF REASONABLE ACCOMMODATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has determined that a person suffering from addiction has a higher success rate of achieving long-lasting sobriety when given the opportunity to build a stronger foundation by living in a recovery residence while receiving treatment or after completing treatment; and

WHEREAS, in 2025, the Florida Legislature passed SB 954 which the Governor signed into law, thus creating Chapter 2025-182, amending Chapter 397, Florida Statutes, pertaining to the establishment of a process for review and approval of certified recovery residences; and

WHEREAS, the new version of Florida Statute § 397.487(15)(a) provides the following:

By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence;

and

WHEREAS, this new statutory language necessitates revisions to the City's Zoning Code; and

WHEREAS, the Board of Commissioners intends for this Ordinance and all actions of the City pursuant this Ordinance to be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

WHEREAS, the Planning Commission has reviewed the amendments being proposed by City staff and recommended approval of the same; and

WHEREAS, the recommendations of staff have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Article VI (Supplemental District Regulations) of the City of Madeira Beach Land Development Regulations be amended to create Division 16 (Certified Recovery Residences) and shall read as follows:

DIVISION 16 – CERTIFIED RECOVERY RESIDENCES

Sec. 110-948 - Definitions. Pursuant to § 397.311, Florida Statutes the following definitions are incorporated fully into this division.

Certificate of compliance means a certificate that is issued by a credentialing entity to a recovery residence or a recovery residence administrator.

Certified recovery residence means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.

- (1) **A Level I certified recovery residence** houses individuals in recovery who have completed treatment, with a minimum of 9 months of

sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.

- (2) A Level II certified recovery residence encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.
- (3) A Level III certified recovery residence offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.
- (4) A Level IV certified recovery residence is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

Certified recovery residence administrator means a recovery residence administrator who holds a valid certificate of compliance.

Credentialing entity means a nonprofit organization that develops and administers professional, facility, or organization certification programs according to applicable nationally recognized certification or psychometric standards.

Sec. 110-949 - Review and approval of certified recovery residences.

- (1) Purpose. The purpose of this section is to implement a procedure for processing, reviewing, and approving certified recovery residences and requests for reasonable accommodations from any City land use regulation that may prohibit the establishment of a certified recovery residence in the City.

(2) Application.

- (a) Submittal. A request by an applicant for the approval of a certified recovery residence, or for reasonable accommodation from any of the City's land use regulations that may prohibit the establishment of a certified recovery residence, shall be submitted by the applicant, in writing, to the City's Community Development Department on a form prescribed by the City's Community Development Department. Upon receipt of the application, the City shall date-stamp the application and, if additional information is required, notify the applicant in writing within thirty (30) days after receipt of the application and allow the applicant at least thirty (30) days to respond.
- (b) Final Determination. If the establishment of a certified recovery residence complies with the Land Development Regulations and is consistent with the City's Comprehensive Plan and other applicable law, approval of the application shall be rendered administratively by the Community Development Director. In the event the applicant requests reasonable accommodation from any of the City's land use regulations, a final determination on the application shall be issued by the Board of Commissioners in accordance with the terms set forth in this section. In either event, a final determination on the application shall be issued within sixty (60) days after receipt of the completed application. If a final determination is not issued within sixty (60) days after receipt of the completed application, the request is deemed approved, unless the applicant and the City agree, in writing, to a reasonable extension of time. The final determination must:
 - (1) Approve the request in whole or in part, with or without conditions; or
 - (2) Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.
- (c) Application Contents. An application submitted pursuant to this section must include, at a minimum, the following information:
 - (1) The name and contact information of the applicant or the applicant's authorized representative;
 - (2) The property address and parcel identification number;

- (3) A description of the accommodation requested and the specific regulation or policy from which relief is sought; and
- (4) Any other information requested on the application form provided by the City's Community Development Department.
- (d) Findings for Reasonable Accommodations. In determining whether the reasonable accommodation request shall be granted or denied, the applicant shall be required to:
 - (1) Establish that the property that is the subject of the request for reasonable accommodation will be used as a certified recovery residence pursuant to Chapter 397, Florida Statutes;
 - (2) Establish that the requested accommodation is necessary to establish the property as a certified recovery residence;
 - (3) Agree to adhere to the requirements set forth in Chapter 397, Florida Statutes, throughout the use of the property as a certified recovery residence;
 - (4) Provide a copy of an existing conditions survey of the property, certified by a Registered Surveyor licensed in the State of Florida, clearly indicating the exact dimensions, setbacks, and location of existing structures, easements, and other site improvements; and
 - (5) Provide a scaled drawing showing all proposed site development, if applicable, including structures, landscaping, fencing, and any other proposed site improvements.

Sec. 110-950 - Revocation of Reasonable Accommodations.

Any reasonable accommodation approved by the Board of Commissioners shall be deemed revoked if the applicant or the property upon which the reasonable accommodation is granted is found, by a court of law or by the special magistrate, to have violated a condition of approval or if the certification or licensure required under Chapter 397, Florida Statutes, for the certified recovery residence lapses, is revoked, or otherwise fails to be maintained, and the certification or licensure is not reinstated within 180 days of the date of lapse, revocation, or other means of expiration.

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

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of this Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 5. The Codifier shall codify the substantive amendments to the Land Development Regulations of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for herein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. This Ordinance shall become effective immediately upon its final passage and adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY
OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2026.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-20

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE VI (SUPPLEMENTAL DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) THE LAND DEVELOPMENT REGULATIONS BY CREATING DIVISION 16, "CERTIFIED RECOVERY RESIDENCES"; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REQUESTS FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR REVOCATION OF REASONABLE ACCOMMODATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;

¹ See Section 166.041(4)(c), Florida Statutes.

- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The adoption of the Ordinance 2025-20 would make sure that the Madeira Beach Land Development Regulations are in compliance with Senate Bill 954. Senate Bill 954 requires municipalities to establish procedures for the review and approval of certified recovery residences. Ordinance 2025-20 would add procedures for the review and approval of certified recovery residences in the Madeira Beach Land Development Regulations.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Existing City Staff would be able to review the certified recovery residences requests. It is not foreseen that there would be a significant additional cost on the city with the adoption of Ordinance 2025-20. Pending the circumstances, there is a possible increase in staff time for review of a permit application associated with this type of project. The proposed ordinance does not have a direct economic impact on private businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

It is not foreseen that Ordinance 2025-20 would have an impact on private businesses.

4. Additional information the governing body deems useful (if any):

Ordinance 2025-20 gives the option for the Community Development Director to administratively approve a certified recovery residences request. If the applicant requests reasonable accommodation from any of the City's land use regulations, the Board of Commissioners would need to make the final determination on the request.

FORWARD PINELLAS

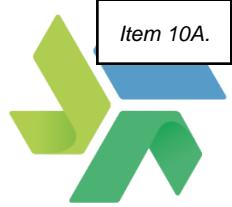
P: (727) 464.8250

F: (727) 464.8212

forwardpinellas.org

310 Court Street

Clearwater, FL 33756



November 13, 2025

Andrew Morris, AICP
Long Range Planner
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (ORDINANCE 2025-20)

Dear Andrew,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances. Forward Pinellas staff has reviewed the proposed ordinance for consistency with the Countywide Plan and Countywide Rules. The amendments are procedural in nature and implement a state-mandated process for accommodating certified recovery residences, aligning with Fair Housing Act and ADA protections and promoting equitable access to housing opportunities. Accordingly, Ordinance No. 2025-20 is consistent with the Countywide Rules.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

Tampa Bay Times

Published Daily

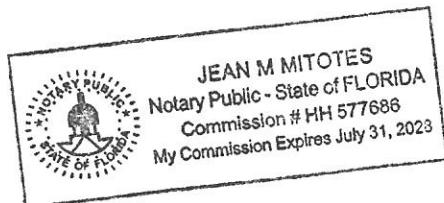
STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-20 was published in said newspaper by print in the issues of 12/31/25 or by publication on the newspaper's website, if authorized.

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

Signature of Affiant Jesaea Bowling
Sworn to and subscribed before me this 12/31/2025

Signature of Notary of Public
Personally known or produced identification.
Type of identification produced _____



LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statute §166.041(3)(a):

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-20 on Wednesday, January 14, 2026, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The titles of said Ordinances are as follows:

ORDINANCE 2025-20

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE VI (SUPPLEMENTAL DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) THE LAND DEVELOPMENT REGULATIONS BY CREATING DIVISION 16, "CERTIFIED RECOVERY RESIDENCES"; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REQUESTS FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR REVOCATION OF REASONABLE ACCOMMODATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance. A copy of the proposed Ordinance is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, and in the meeting packet on the City's website at <https://madeirabeach-fl.municodemeeetings.com/>.

If you would like more information regarding the proposed Ordinance 2025-20, please contact Community Development Director Marci Forbes at (727) 313-0126 or email mforbes@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: <https://madeirabeach-fl.municodemeeetings.com/>.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 231 or 232 or email a written request to cvanblargan@madeirabeachfl.gov.

12/31/25 jb

69230-1



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Clint Belk, Acting City Manager
FROM: Clara VanBlargan, City Clerk
DATE: December 29, 2025
RE: **Ordinance 2026-01, Calling the March 10, 2026 Municipal Election – 1st Reading & Public Hearing**

Background

In accordance with City Charter, Section 3.4. B, the Board of Commissioners is required, by Ordinance, to prescribe the manner of holding the Election and provide for the polling places on Election Day. Ordinance 2026-01 has been prepared for that purpose.

The City of Madeira Beach Municipal Election will be held on Tuesday, March 10, 2026, for the purpose of electing a Commissioner for District Two for a two (2) year term.

The Qualifying Period for the March 10, 2026 Municipal Election was held at NOON – Monday, December 1, 2025, and ended at NOON - Friday, December 12, 2025, excluding weekends. (Madeira Beach Charter Section 3.3(A)) - Commissioner District One and Commissioner District Two

The results of the candidates who qualified during the qualifying period:

For Commissioner District One, David Tagliarini (Incumbent) was the only candidate to qualify for Commissioner District One to have his name placed on the ballot for that race. Although David Tagliarini may be unopposed and his name not on the ballot, he is not considered elected to a new two (2) year term until the election has been held. Unopposed candidates are deemed to have voted for themselves on election day.

For Commissioner District Two, two candidates qualified to have their names placed on the ballot for that race: Ray Kerr (Incumbent) and Charles “Chuck” Dillon. At the March 10, 2026 Municipal Election, the City of Madeira Beach electorates will vote on who will be the Commissioner for District Two for a two (2) year term.

In accordance with City Charter, Section 3.4. E, any candidate receiving the highest number of votes cast in a general or special election for an office shall be elected to the office. In case two or more candidates receive an equal and highest number of votes for the same office, such persons shall draw lots to determine who shall be elected to the office.

Pinellas County Canvassing Board, Certification of Election Results, Declaring Election Results

In accordance with City Charter, Section 3.4. B, the Pinellas County Canvassing Board shall be designated as the Canvassing Board for all elections under this Charter. The actions of the Canvassing Board shall be reported to the Board of Commissioners at their *next* meeting following the election. The Board of Commissioners shall meet following the certification for the purpose of declaring the results of said election.

First Meeting for Newly Elected Commission Members for Induction Into Office

In accordance with City Charter, Section 4.8, the *first meeting* of each newly elected member of the Board of Commissioners for induction into office shall be at a Board of Commissioners meeting to be held on or before the last day of the month in which the election was held.

District Commissioners – Two (2) Year Term

In accordance with City Charter, Section 2.2. B, the terms of District Commissioners are two (2) years and will begin at the Board of Commissioners' *first meeting* following the election and shall continue until their successor has been duly elected and installed under this Charter.

Consecutive Elected Terms

In accordance with City Charter, Section 3.5, beginning on March 13, 2019, any seated Mayor and District Commissioners shall serve no more than three (3) consecutive elected terms of office and shall not thereafter seek re-election for a period of two (2) years for either Mayor or District Commissioner. These term restrictions shall not include appointed, non-regular terms of office.

Wednesday, March 18, 2026, BOC Regular Workshop Meeting

The *first meeting* scheduled following the election is the BOC Regular Workshop Meeting on March 18, 2026, at 4:00 p.m. If the Pinellas County Canvassing Board certifies the election results by this date, the first order of business on the meeting agenda will be to declare the certified election results, conduct the induction into office, and take a new roll call of the new Commission. At that time, the two (2) year term of the newly elected commissioners will begin. This will be their *first meeting* following the election.

If the Pinellas County Canvassing Board does not certify the election results by March 18th, the Board of Commissioners would need to change the workshop meeting date to another date held by March 31, 2026, the month in which the election was held.

The Board of Commissioners could call a special meeting to be held before the workshop, provided the election results are certified, to declare the certified election results and for the induction into office. If a special meeting is called for that purpose, it must be the *first meeting* following the election to comply with the city charter.

Appointment of Vice Mayor

In accordance with City Charter, Section 4.4, the Board of Commissioners shall appoint a Vice-Mayor at its *first regular meeting* following the election. The term of Vice-Mayor shall be for one (1) year. The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor. Should the Vice-Mayor be required to act as Mayor for a period in excess of thirty (30) days, he/she shall

receive the compensation of the Mayor retroactive to the date upon which he/she assumed the Mayoral duties.

The *first regular meeting* of the Board of Commissioners scheduled after the election is on Wednesday, April 8, 2026, at 6:00 p.m. The Commission would appoint a Vice-Mayor at this meeting.

Polling Locations for the March 10, 2026 Municipal Election

The polling location for City of Madeira Beach voters to vote in the March 10, 2026 Municipal Election is as follows:

- Precincts 301 and 415 - Gulf Beaches Public Library (back area of library), 200 Municipal Dr., Madeira Beach, Florida 33708 - 7:00 a.m. to 7:00 p.m.;

Fiscal Impact

The contractual services with the Pinellas County Supervisor of Elections to conduct the March 10, 2026, Municipal Election are estimated to be \$6,922.36. Actual costs will not be known until the conclusion of the election process. There is also a confirmed cost of \$141.40 to advertise Ordinance 2026-01 for a second reading and public hearing in the Tampa Bay Times. The total cost of election expenditures is included in the adopted FY 2026 Budget.

Recommendation

The recommendation is to adopt Ordinance 2026-01, Calling the March 10, 2026 Municipal Election, after first reading and a public hearing. The second reading and public hearing of the ordinance will be advertised for Wednesday, February 4, 2026, at 6:00 p.m.

Attachments:

- Ordinance 2026-01
- Ordinance 2026-01, Business Impact Estimate
- Ordinance 2026-01, Ad Confirmation with Cost
- Pinellas County Supervisor of Elections Contract Services Invoice Estimate
- Executed Contract with the Pinellas County Supervisor of Elections

ORDINANCE 2026-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 10, 2026, FOR THE PURPOSE OF ELECTING A COMMISSIONER FOR DISTRICT TWO (2); PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 10, 2026 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City Charter, Section 3.4, Subsection A, elections for Commissioner District Two (2) shall be held in even numbered years, and the term for the Commissioners of Districts shall be for two (2) years; and

WHEREAS, pursuant to City Charter, Section 3.4, Subsection A, all elections shall be held in the city on the first Tuesday after the second Monday in March, with the exception of the Presidential Preference Primary Election (every four (4) years) when the city election shall be held on the same day as the Presidential Preference Primary Election. The Municipal Election will be held on Tuesday, March 10, 2026; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA:

SECTION 1. An Election shall be held in the City of Madeira Beach, Florida, on Tuesday, March 10, 2026, for the purpose of electing a Commissioner for District Two (2) for a two-year term.

SECTION 2. In accordance with City Charter Section 3.4, Subsection B, the Board of Commissioners shall designate the Pinellas County Canvassing Board to serve as the Canvassing Board for the City of Madeira Beach. The Canvassing Board shall certify all tests of election equipment and shall canvass absentee as well as provisional ballots. The actions of the Canvassing Board shall be reported to the Board of Commissioners at its next meeting following the election. The Board of Commissioners shall meet following the certification for the purpose of declaring the results of said election.

SECTION 3. In accordance with City Charter Section 4.8, the first meeting of each newly elected member of the Board of Commissioners for induction into office shall be at a Board of Commissioners meeting to be held on or before the last day of the month in which the election was held.

SECTION 4. In accordance with City Charter Section 2.2. B, the terms of all members of the Commission, including the Mayor, will begin at the Board of Commissioners first meeting following the election, and shall continue until their successor has been duly elected and installed under this Charter

SECTION 5. The polling location for City of Madeira Beach voters to vote in the March 10, 2026 Municipal Election is as follows:

- Precincts 301 and 415 – Gulf Beaches Public Library (back area of library), 200 Municipal Dr., Madeira Beach, Florida 33708 - 7:00 a.m. to 7:00 p.m.;

SECTION 6. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same affect this Ordinance.

SECTION 7. This Ordinance shall take effect immediately upon adoption in the manner provided by law.

PASSED AND ADOPTED BY THE CITY OF MADEIRA BEACH, FLORIDA BOARD OF COMMISSIONERS, this _____ day of February 2026.

Anne-Marie Brooks, MAYOR

ATTEST:

Clara VanBlargan, MMC, MSM, FCPC, CITY CLERK

APPROVED AS TO FORM:

Thomas J. Trask, CITY ATTORNEY

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

ORDINANCE 2026-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 10, 2026, FOR THE PURPOSE OF ELECTING A COMMISSIONER FOR DISTRICT 2; PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 10, 2026 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Calling the March 10, 2026 Municipal Election, prescribing the manner of holding the Municipal Election, and providing for the polling places (City Charter, Section 3.4)

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

The contractual services with the Pinellas County Supervisor of Elections to conduct the March 10, 2026, Municipal Election are estimated to be \$6,922.36. Actual costs will not be known until the conclusion of the election process. There is also an estimated cost of \$141.40 to advertise Ordinance 2026-01 for a second reading and public hearing in the Tampa Bay Times. The total cost of election expenditures is included in the adopted FY 2026 Budget.

Tampa Bay Times

tampabay.com

1/6/2026

Ad Proof

<u>Ad Order Number</u>	<u>Customer</u>	<u>Payor Customer</u>	<u>PO Number</u>
71825	CITY OF MADEIRA BEACH	CITY OF MADEIRA BEACH	
<u>Sales Rep.</u>	<u>Customer Account</u>	<u>Payor Account</u>	<u>Ordered By</u>
Jes Bowling	TB104795	TB104795	Clara VanBargan
<u>Order Taker</u>	<u>Customer Address</u>	<u>Payor Address</u>	<u>Customer Fax</u>
JBOWLING	300 Municipal Dr Madeira Beach, FL 33708-1916	300 Municipal Dr Madeira Beach, FL 33708-1916	
<u>Order Source</u>	<u>Customer Phone</u>	<u>Payor Phone</u>	<u>Customer Email</u>
	7273919951	7273919951	cvanblargan@madeirabeachfl.gov

Tearsheets

0

Affidavits

1

Invoice Text

ORDINANCE 2026-01

Net Amount

\$139.40

Tax Amount

\$0.00

Total Amount

\$141.40

Payment MethodPayment Amount

\$0.00

Amount Due

\$141.40

Tampa Bay Times

tampabay.com

Item 10B.

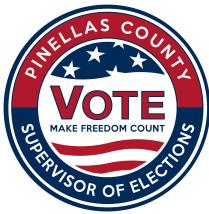
Component 1

Ad Number 71825 Ad Type LDR Ad Size 2.00 x 10.25" Color None

External Ad Number Pickup
69,230.00

<u>Start Date</u>	<u>Stop Date</u>	<u>Publication</u>	<u>Placement</u>	<u>Position</u>
01/21/2026	01/21/2026	Pinellas Co Legal Display ROP	B Section	<Any>

01/21/2026	Pinellas Co Legal Display ROP	B Section	<Any>
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Pinellas County Supervisor of Elections
13001 Starkey Rd
Largo, FL 33773
Phone: 727-464-6108
Fax: 727-453-3058
votepinellas.gov

Item 10B.

Invoice

Date	Invoice #
11/7/2025	25349

Bill to:

City of Madeira Beach
Attn: City Clerk
300 Municipal Drive
Madeira Beach, FL 33708

Description	Qty	Rate	Amount
Election Administration Fee (based on registered voters)	3,009	0.40	1,203.60
Poll Workers	17	237.64706	4,040.00
Polling Place Rent	2	250.00	500.00
Equipment Delivery	2	217.75	435.50
Precinct Registers	2	20.00	40.00
Precinct Ballots	1,200	0.28	336.00
Provisional Ballots	25	0.28	7.00
Duplicate Ballots	10	0.38	3.80
Test Ballots	50	0.38	19.00
ExpressVote - ADA Voting Equipment Test Ballots	100	0.12	12.00
Mail Ballot Kits (Initial Mailing - Nonprofit Bulk Postage Rate & Return Postage Included)	192	1.58	303.36
Mail Ballot Kits, Replacements	10	2.21	22.10
2026 Municipal Election Cost Estimate			
		Total	\$6,922.36
		Payments/Credits	\$0.00
		Balance Due	\$6,922.36



Pinellas County Supervisor of Elections
13001 Starkey Rd., Largo, FL 33773 • (727) 464-6108 • VotePinellas.gov

Contract for Conducting Municipal Election

City of Madeira Beach

Municipal Election - March 10, 2026

WHEREAS, the City/Town has requested the assistance of the Office of the County Supervisor of Elections (Supervisor) in conducting its General Election; and

WHEREAS, the Supervisor is agreeable to providing such assistance to the City/Town subject to the following conditions, considerations and agreements arrived at between the parties;

IT IS HEREBY AGREED AS FOLLOWS:

GENERAL PROVISIONS

The election is to be conducted under any applicable ordinances of the City/Town and all sections of Chapters 97-106, Florida Statutes (F.S.) (the Florida Election Code). The City/Town is responsible for all legal notices. It is understood that the Supervisor is in charge of the election, and that the County Canvassing Board is responsible for canvassing the election (no cost to the City/Town).

The City/Town may have a designated representative in the canvassing board room. This designee may only serve in an "observer" capacity and may not participate in the canvassing of the election. The County Canvassing Board will determine whether a recount is required and advise the City/Town. However, the Supervisor is unable to support any type of runoff election.

The County Canvassing Board will certify the election results and will provide a Certificate of Election to the City/Town (ONE Certificate of Election will include all elections held on the same day). The Certificate of Election will be provided to the City/Town after the County Canvassing Board certifies the official election results.

The post-election automated audit may not begin until the Canvassing Board has certified the official election results.

The City/Town is responsible for the costs associated with conducting an annexation election (mapping annexation areas, reassigning addresses, and mailing new voter information cards). The City/Town is responsible for the costs associated with any legal action or contest of election arising from its election. The City/Town, the Supervisor of Elections and the County Canvassing Board agree that the County Attorney's Office will represent the Supervisor of Elections and County Canvassing Board in any legal action concerning the canvass or certification of the election.

It is understood that the provisions of this contract are based on current state law, and if any changes in election law should occur during the period of this agreement, those changes will supersede the terms of this contract where applicable.

Contract for Conducting Municipal Election

The City/Town will provide the Supervisor with the current City/Town definition/boundaries and include a list of ALL annexations (actual list of addresses) since your last election, no later than 5:00 p.m., December 10, 2025. It is the responsibility of the City/Town to ensure the Supervisor has the current definition/boundary information so all eligible voters can participate in the City/Town's election. The City/Town agrees that NO changes to the City/Town definition/boundaries will be made effective between 5:00 p.m., December 10, 2025, and Midnight, March 10, 2026. Contact the IT Department at (727) 464-4958 or SOEIT@VotePinellas.gov for all questions concerning annexations and for providing annexation information (City/Town definition/boundary changes).

This contract must be signed by the City/Town and received by the Supervisor no later than the ballot language deadline of 5:00 p.m., December 10, 2025.

Upon request, the Supervisor may provide to the City/Town with the number of registered voters for this election.

ELECTION INFORMATION

Election Title: Municipal Elections
 Election Date: March 10, 2026
 Voter Registration Deadline: February 9, 2026

SPECIAL PROVISIONS

City/Town Clerk: Clara VanBlargan
 *Election Day Cell Phone: (863) 215-2060
 Alternate Phone: (727) 391-9951 x231
 Email: cvanblargan@madeirabeachfl.gov
 Mailing Address: 300 Municipal Dr., Madeira Beach, FL 33708

*The City/Town Clerk MUST be available from 5:00 a.m. to 10:00 p.m. on Election Day/Night.

TRANSLATION (Spanish – Section 203, Voting Rights Act) (Matt Smith – 464-5751)

- a. Pinellas County is a jurisdiction covered by Section 203 of the Voting Rights Act and must provide language assistance (Spanish). ALL municipalities within Pinellas County are also covered by Section 203 of the Voting Rights Act.
- b. Full compliance is a requirement for all jurisdictions (County and Municipal). This means that all information directed to voters or otherwise concerning voting-connected activities must be provided in both English and Spanish. This includes, but is not limited to, voter registration, legal advertisements and/or other notices, forms, voting instructions and procedures at the polls or otherwise, polling place signage, any printed voter information guides or website information concerning elections, communication assistance

Contract for Conducting Municipal Election

at the polls and election offices and communication with the jurisdiction's minority language community. The obligations and requirements apply to all elections conducted by the City/Town.

- c. Questions concerning your legal obligations/requirements to comply with Section 203, Voting Rights Act should be directed to your legal counsel.

BALLOT INFORMATION (Wendy Grimes – 464-4987)

- a. Final Ballot Language is due no later than 5:00 p.m., December 10, 2025 and must include all qualified opposed candidates and resolutions and/or ordinances with ballot questions.
- b. All ballot language must comply with Florida Statutes 101.161(1) and the Uniform Ballot Rule (1S-2.032).
- c. Using the Ballot Language Submittal Form – Complete required information. Include information and Candidate Oaths for ONLY qualified opposed candidates in ballot order. All Charter Amendments and/or Referendum Questions with SIGNED/APPROVED Ordinances/Resolutions must include numbering for ballot order and English and Spanish translated text.
- d. Email ballot language to Wendy Grimes at WGrimes@VotePinellas.gov by the final ballot language deadline.

BALLOT LAYOUT/PRINTING (David Wise – 464-4958)

- a. The Supervisor is responsible for creating the ballot (ballot layout will comply with Florida Statutes and the Uniform Ballot Rule).
- b. The City/Town is responsible for approving the City/Town's portion of ballot.
- c. Precinct ballots will be printed by the Supervisor. The Supervisor will bill the City/Town 28 cents per ballot card (includes ground shipping charges). The Supervisor will bill the City/Town for any required expedited shipping charges.
- d. Provisional ballots will be printed by the Supervisor; the Supervisor will bill the City/Town 28 cents per ballot card (25 per city/town). The Supervisor will bill the City/Town for any required expedited shipping charges.
- e. If the City/Town requires a ballot change after ballots are printed, the City/Town is responsible for additional costs.

CANDIDATE AUDIO RECORDING (Nicole Sokolowski/ David Wise – 464-4958)

- a. The deadline for candidates to record their names and office titles for the audio ballot is 5:00 p.m., December 17, 2025. It is the responsibility of the City/Town to notify City/Town candidates of this deadline.
- b. Candidates must call (727) 453-3293; a voice message will prompt the candidate to record his/her name as indicated on the Candidate Oath and the office for which the candidate is running.

MAIL BALLOTS (Marisa Crispell – 464-6108)

- a. The Supervisor will bill the City/Town \$1.58 for each mail ballot kit used in initial mailing (return postage included).
- b. The Supervisor will bill the City/Town \$2.21 for each mail ballot kit used for daily mailing.
- c. The deadline for mailing military/overseas ballots is January 24, 2026; at least 45 days prior to the election [F.S. 101.62(4)(a)].

Contract for Conducting Municipal Election

- d. Mailing Schedule for domestic ballots will begin no earlier than January 29, 2026 and no later than February 5, 2026 [F.S 101.62(4)(b)].
- e. After the initial mailings, ballots will be mailed as requests are received. The deadline to request a ballot be mailed is 5:00 p.m. February 26, 2026; twelve days prior to the election. [F.S. 101.62]
- f. The City/Town will provide voting assistance in assisted living facilities and nursing homes, if requested, per F.S. 101.655.
- g. Duplicate and test ballots will be printed by the Supervisor; the Supervisor will bill the City/Town 38 cents per ballot card.

LEGAL NOTICES (Ashley McKnight-Taylor – 453-7553)

- a. The City/Town is responsible for ALL legal notices required by State Statute and by City/Town Charter/Ordinance, with the exception of the County Canvassing Board Meeting/Testing Schedule.
- b. The Supervisor will publish the County Canvassing Board Meeting/Testing Schedule at no cost to the City/Town.
- c. The Supervisor will provide the City/Town a County Canvassing Board Meeting/Testing Schedule, Polling Place List, Polling Place Changes list and Sample Ballot.

TESTING THE BALLOT COUNTING EQUIPMENT (David Wise – 464-4958)

The County Canvassing Board will certify test results of the ballot counting equipment and file the election parameters with the Division of Elections. All tests will be performed at the Election Service Center, 13001 Starkey Road, Largo.

CANVASSING BOARD MEETING SCHEDULE (Ashley McKnight-Taylor – 453-7553)

- a. **The Supervisor will publish the Canvassing Board Meeting/Testing Schedule at no cost to the City/Town.**
- b. All Canvassing Board Meetings will take place at the Election Service Center, 13001 Starkey Rd., Largo.
- c. A Canvassing Board Schedule will be emailed to the City/Town Clerk as part of this contract.
 - i. The Canvassing Board/testing schedule reflects ALL possible meeting days.
 - ii. The Canvassing Board will modify the schedule as needed based on the number of mail ballots received. Updates to the canvassing board schedule will be posted to the Supervisor's website (VotePinellas.gov).

CANVASSING MAIL BALLOTS (Carriane McQuay – 464-5723)

The Supervisor, in the presence of the County Canvassing Board will open and prepare mail ballots for tabulation at the Election Service Center. Questionable ballots will be presented to the County Canvassing Board for decision. The Canvassing Board/testing schedule reflects ALL possible meeting days. The Canvassing Board will modify the schedule as needed based on the number of mail ballots received. Updates to the canvassing board schedule will be posted to the Supervisor's website (VotePinellas.gov).

Contract for Conducting Municipal Election

PROVISIONAL BALLOTS (Carriane McQuay – 464-5723)

The Supervisor will research each provisional ballot to determine the voter's eligibility and will present the provisional ballots to the County Canvassing Board for decision. Voters casting a provisional ballot have two days after Election Day to provide written proof of eligibility to the County Canvassing Board. The deadline for this election is 5:00 p.m., March 12, 2026 [F.S. 101.048]. All provisional ballots will be canvassed at the Election Service Center.

POLL WATCHERS (Wendy Grimes – 464-4987)

- a. Election Day poll watcher designations must be submitted to the City/Town by NOON, February 24, 2026 (Prior to noon on the second Tuesday preceding Election Day [F.S. 101.131(2)]). The City/Town will email all poll watcher designation forms (DS-DE 125) to Wendy Grimes at WGrimes@VotePinellas.gov by 5:00 p.m. Wednesday, February 25, 2026 and the Supervisor will verify whether they are Pinellas County registered voters.
- b. The Supervisor will furnish a list of approved poll watchers to the City/Town by 5:00 p.m. March 3, 2026 (on or before the Tuesday before Election Day [F.S. 101.131(2)]).
- c. Each poll watcher must wear an identification badge while performing his or her duties [F.S. 101.131(5)].
- d. Poll watchers shall produce identification to the precinct clerk upon entering the polling place (this information will be verified against a list of designated poll watchers compiled prior to election day).
- e. The Supervisor of Elections shall provide to each designated poll watcher an identification badge that identifies the poll watcher by name at the polling place.

OVER-THE-COUNTER BALLOT PICKUP AND DROP-OFF (Marisa Crispell – 464-6108)

- a. In-office ballot pickup and drop-off will be available in each Supervisor of Elections Office, Monday through Friday from 8:00 am until 5:00 pm (no holidays/weekends) beginning 45 days prior to the date of the election.
- b. The City/Town, pursuant to F.S. 101.657(1)(e), has opted out of conducting early voting.

VOTING EQUIPMENT AND SUPPLIES (Byron Green – 464-6109)

- a. The Supervisor will contract with a moving company to transport the voting equipment and supplies to and from polling locations. Cost is the responsibility of the City/Town and will be billed by the Supervisor.
- b. Supplies not transported by the moving company will be picked up by the precinct clerks after Clerks' Class at the Election Service Center.
- c. The Supervisor will contract to have paper precinct registers for Election Day ~~printed~~ by a vendor and will bill the City/Town. These paper precinct registers are a "back-up system" to the electronic poll book system and will be included in the polling place supplies sent to each polling place.

Contract for Conducting Municipal Election

POLL WORKERS (Byron Green – 464-6110)

- a. The Supervisor will recruit, assign, train, and compensate ALL poll workers. The city/town will be invoiced for these costs and reimburse the Supervisor.
- b. A Deputy Sheriff will deputize the poll deputies.
- c. Poll workers that are unable to work Election Day but attended class(es) will not be compensated for class attended (amount varies by position).

Poll Worker Pay Rates	
Precinct Clerk	\$310 + \$30 for classes (2) + \$15 Equipment Setup = \$355
Assistant Clerk	\$260 + \$20 for class (1) + \$15 Equipment Setup = \$295
Machine Manager	\$240 + \$10 per class (1) + \$15 Equipment Setup + \$10 EM Return Site = \$275
Voting Equip. Support	\$240 + \$15 per class (1) + \$15 Equipment Setup = \$270
Assist. Machine Manager	\$240 + \$10 per class (1) = \$250
Inspector	\$230 + \$10 per class (1) = \$240
Precinct Deputy	\$230 + \$10 per class (1) = \$240

POLLING PLACES (Byron Green – 464-6110)

- a. The Supervisor will select, contract with and compensate polling places [F.S. 101.715].
- b. The Supervisor will pay polling places and bill the City/Town.
- c. The Supervisor will give each Precinct Clerk a cell phone to use Election Day.
- d. If polling place changes are needed, the Supervisor will notify the City/Town in writing, listing the precincts and polling location changes by 5:00 p.m., Friday, February 6, 2026 (at least 30 days prior to the election).

POLLING PLACE CHANGE NOTICES (David Wise/Nicole Sokolowski – 464-4958)

- a. If notices are needed, the Supervisor will provide the names and addresses of the affected voters to the vendor; **one per household, unless otherwise indicated by the city/town**. Notices must be mailed by February 24, 2026 (at least 14 days prior to the election).
- b. The City/Town is responsible for costs associated with notice printing and mailing. The Supervisor will be responsible for the notice design, arrangements with the vendor for printing/mailing, proofing live samples of the household address, precinct number and polling place information.
- c. The City/Town is responsible for publishing any polling place changes in a newspaper of general circulation [F.S. 101.71(2)].

Contract for Conducting Municipal Election

ELECTION NIGHT PROCEDURES (Dustin Chase – 464-4988)

- a. The Supervisor will have unofficial election results moderated from the polling places to the Election Service Center.
- b. The Supervisor will have the precinct scanner memory sticks, voted precinct and provisional ballots, and election supplies transported to the Election Service Center.
- c. Results will be released throughout the night and posted to the Supervisor's website (VotePinellas.gov). The Supervisor will provide unofficial results on election night.
- d. Campaign Signs – If candidates wish to reuse their campaign signs left at the polls on Election Day, the signs must be collected by campaign staff prior to poll workers removing and disposing of them after the polls close. It is the responsibility of the City/Town to communicate this information to their candidates.

AFTER ELECTION DAY (Ashley McKnight-Taylor – 453-7553)

- a. Provisional ballots will be canvassed. All ballots accepted by the County Canvassing Board will be processed and added to the election night results to produce Official Election Results. Provisional ballots cannot be rejected until after the deadline for provisional ballot voters to provide written proof of eligibility [F.S. 101.048].
- b. The County Canvassing Board will certify the election results and will provide a Certificate of Election to the City/Town (ONE Certificate of Election will include all elections held on the same day). This document will be provided to the City/Town via email after the County Canvassing Board certifies the official election results.
- c. The County Canvassing Board will conduct a post-election automated audit in accordance with F.S. 101.591 and Division of Elections Administrative Rule 1S-5.026. The Supervisor will post the required post-election audit notices to the Supervisor's website and at each election office. The Supervisor will post the final post-election audit report to the Supervisor's website.
- d. Election materials will remain sealed at the Election Service Center for ten days after certification of the election. The City/Town will be notified when all election materials are ready to be picked up.

DATA ORDERS (David Wise/Nicole Sokolowski – 464-4958)

The City/Town is to place data orders directly with an IT staff member by contacting (727) 464-4958 or SOEIT@VotePinellas.gov.

VOTER HISTORY (David Wise/Nicole Sokolowski – 464-4958)

When voter history is completed, the City/Town may download the current voter registration file at VotePinellas.gov, which includes voter history for this and any past elections.

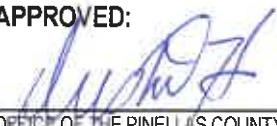
Contract for Conducting Municipal Election

ELECTION COSTS (Susan Morse - 464-6108)

- a. In addition to specific costs noted in this contract, the City/Town will pay an administration fee of 40 cents per registered voter; the minimum charge is \$400.
- b. The City/Town will be provided an invoice based on election cost estimates. Payment must be received no later than 5:00 p.m., December 10, 2025. After the election, based on actual election costs, the Supervisor will reimburse the City/Town for unused funds or provide the City/Town with an invoice for additional costs incurred.

By affixing their signatures hereto, the parties acknowledge each to the other that they have full authority to enter this Contract.

APPROVED:


OFFICE OF THE PINELAS COUNTY SUPERVISOR OF ELECTIONS

Print name: Dustin Chase
Title: Deputy Supervisor
Date: 12-5-2025

APPROVED:

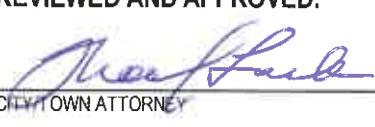

 CITY/TOWN MANAGER MUNICIPAL CLERK

Print name: Clint Zelt
Date: 11/25/25

APPROVED AS TO FORM:


OFFICE OF THE PINELAS COUNTY ATTORNEY
Print name: Jewel White
Title: County Attorney
Date: 12-3-25

REVIEWED AND APPROVED:


CITY/TOWN ATTORNEY
Print name: Thomas J. Trask
Date: 11/25/2025

ATTEST TO:


 OFFICE OF THE CITY OF MADEIRA BEACH
Print name: Clara VanBlargan
Title: City Clerk
Date: 11/25/2025

AGREEMENT FOR POLLING PLACE

Julie Marcus, Supervisor of Elections, 13001 Starkey Road, Largo, FL 33773

Precinct #415/301 – MUNICIPAL ELECTIONS ONLY

THIS AGREEMENT by and between JULIE MARCUS, Supervisor of Elections, Pinellas County, Florida and the owner of the polling place at this location:

Gulf Beaches Public Library

200 Municipal Dr.
Madeira Beach, FL 33708
(727)391-2828
stanley@gulfbeacheslibrary.org

The owner agrees to provide a polling place for holding the:

Municipal Elections – Tuesday, March 10, 2026

1. The polling place premises shall be described as the **BACK AREA OF LIBRARY** and shall encompass these areas: the polling place room, hallways and walkways to and from the polling place room to the polling place building entrance, parking and 150 ft. from the building entrance (180 degree area). Pursuant to Section 102.031(4)(d), Florida Statutes, the owner, operator, or lessee of the property on which a polling place or an early voting site is located, or an agent or employee thereof, may not prohibit the solicitation of voters outside of the no-solicitation zone during polling hours. Any gates or security access points must be open to allow access.
2. To provide access to premises to deliver/pick up voting equipment before and after each election. To also, provide access to conduct necessary assessments. The days/hours facility is open for equipment delivery/pickup (by delivery company):
3. To allow the setup of voting equipment by Poll Workers the day before the Election no later than 5 p.m. Instructions for Precinct Clerk:
4. To provide access to polling place **ON ELECTION DAY** by one of the following means:
 - Owner will open polling place at 5:30 AM
 - Owner will provide the precinct clerk a key/code prior to Election Day
5. **The Supervisor of Election agrees:**
To pay the owner \$0 for the use of this location for each countywide election and \$0 for each Municipal election.

Mail Agreement & make check payable to: Gulf Beaches Public Library, 200 Municipal Dr., Madeira Beach, FL 33708

Please read contract and sign on reverse side 

AGREEMENT FOR POLLING PLACE

Julie Marcus, Supervisor of Elections, 13001 Starkey Road, Largo, FL 33773

6. Polling Place Contact Information (A minimum of 2 contacts needed):

CCW 727-301 R 668
 Stanley Silverstein, Director: (727)391-2828, stanley@gulfbeacheslibrary.org
 Second contact: **Tina King 727-482-8873**
 Emergency contact: **Donovan Peters 727 410-7529**

7. Owner Verification

Please return a signed Agreement for Polling Place in the enclosed envelope with any special instructions and retain a copy of the Agreement for your file.

Signature: Stanley Silverstein Date: January 8, 2026

Print Name: Stanley Silverstein Phone: 727-301-2668

Email: I prefer to communicate via email.

Supervisor of Elections Mary K Scott Date: 1-8-2026
 Authorized Signature

This agreement is contingent upon the polling place premises passing an ADA (Americans with Disabilities Act) survey. Owner agrees to provide notice of any facility changes which would affect access for Americans with disabilities, or in any other way affect the terms of this agreement.

INSURANCE STATEMENT: Pinellas County is Self-Insured in accordance with Section 768.28 of Florida Statutes to the full extent permitted by the applicable laws of the State of Florida for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its Officers or Employees.



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Clink Belk, Acting City Manager
FROM: Jay Hatch, Recreation Director
DATE: 1/14/2026
RE: **Placer.AI Software Agreement**

Background

The City has explored opportunities to better understand how residents and visitors utilize public spaces, facilities, and special events in order to support data-driven decision making across multiple departments. As the City continues to expand recreation programming, special events, and public safety operations, there is an increased need for objective data to supplement anecdotal observations and manual counts.

Placer.ai is a location analytics software platform that uses anonymized and aggregated mobile location data to provide insights into visitation patterns, peak usage times, origin of visitors, dwell time, and general demographic trends. The platform is used by municipalities nationwide to evaluate park usage, measure event attendance, assess crowd patterns, and support public safety and planning efforts.

Staff has reviewed the attached contract for Placer.ai platform access and reporting tools, which would allow the City to analyze usage of parks, recreation facilities, beaches, special event locations, and other high-traffic public spaces. The software is intended for internal municipal use and includes provisions addressing Florida public records requirements, as outlined in the agreement.

In addition, the software can be utilized to analyze traffic counts and movement patterns in desired areas throughout the City. This information may be useful in planning, evaluating access, and determining potential utilization of the City's newly acquired property.

Primary Use Areas

Recreation

Placer.ai would support the Recreation Department by providing usage data that is not currently captured through program registration systems or manual counts. Primary uses include:

- Measuring visitation trends at parks, beaches, recreation facilities, and special event sites

- Evaluating attendance and engagement related to special events and community programming
- Identifying peak usage periods to better align staffing, programming, and maintenance schedules
- Supporting capital improvement planning for amenities, facility upgrades, and future investments
- Providing objective data to support grant applications, sponsorships, and budget justifications

This data would allow staff to quantify community usage of recreation assets beyond participation numbers alone.

Public Safety (Fire, Police, and Emergency Planning)

The platform would also provide value to Public Safety departments by offering insights into crowd size, movement patterns, and peak activity periods, particularly during special events and high-traffic weekends. Potential uses include:

- Estimating attendance and crowd density for special events and large gatherings
- Supporting Police and Fire staffing and deployment planning during peak usage periods
- Identifying recurring high-traffic locations that may warrant increased patrols or safety resources
- Assisting with emergency response and evacuation planning based on observed movement trends

The software does not provide real-time tracking or personally identifiable information, and is limited to aggregated, anonymized data intended for planning and analysis purposes.

Fiscal Impact

The FY26 adopted budget includes **\$20,000** allocated for location analytics software. The attached Placer.ai Order Form outlines the following costs for platform access and reporting tools:

- Year 1: \$12,000
- Year 2: \$13,500
- Year 3: \$15,000

The proposed cost is within the FY26 budget allocation, with remaining funds available for potential expansion, training, or additional departmental use if desired.

Recommendation

Staff recommends approval of the contract with **Placer.ai** to provide location analytics software.

Attachments

- Order Form – City Of Madeira Beach – Placer.AI



PLACER LABS INC. ORDER FORM

City of Madeira Beach, Florida	(“Customer”)	Placer Labs Inc.	(“Placer”)
Address:	300 Municipal Dr Madeira Beach, Florida 33708	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	Jay Hatch	Contact Person	Clayton Demanes
Email:	jhatch@madeirabeachfl.gov	Billing Contact Person:	Jason Tsui
Phone:	727-392-0665	Billing Email*:	billing@placer.ai
Billing Contact Email:	jhatch@madeirabeachfl.gov	Billing Phone*:	415-228-2444 ext 806
			*Not for use for official notices.

1. Services and Fees.

The services provided under this Order Form (the “Services”) include:

Services Description	Services Description Detail
Platform Access	Section 2
Chains Report Expanded	Section 2
Void Analysis	Section 2
Advance Market Report	Section 2

Total Annual Fee – Year 1	\$12,000.00
Total Annual Fee – Year 2	\$13,500.00
Total Annual Fee – Year 3	\$15,000.00

All Fees in this Order Form are shown in US Dollar (USD)

2. Services Description.

Chains Report Expanded

Chains Report Expanded which displays chain-level demographic and psychographic data.

Placer Venue Analytics Platform

Access to Placer’s location analytics platform (the “Placer Platform”). Access to Placer XTRA reports, subject to Scoping and Additional Usage Limitations in Section 3.

Void Analysis

Access to the Void Analysis tool.

Advanced Market Report

Advanced Market Report is an advanced version of the market report in the Placer Platform.

3. Permitted Uses and Limitations.

Permitted Uses:

Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Placer Data**” means the data, information and materials accessible via the Services.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data:

- Research Data may contain limited excerpts and discrete portions of Placer Data (“Excerpts”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed;
- The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and
- Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (“AI”) technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

Scoping and Additional Usage Limitations: In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer’s access to and usage of the Services and Placer Data is further limited as follows:

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.
- Customer and its authorized users may not provide access to any third party agents acting on Customer’s behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- POI Requests: Annual Maximum of 260.0
- Xtra Reports: Quarterly Maximum of 26 credits; Annual Maximum of 104.
- Access is limited to the following States: US-FL

4. Term and Termination.

Term:

The Initial Term and any Additional Terms are referred to collectively as the “Term.”

- **Initial Term:** The initial term of this Order Form will begin as of the last signature date set forth below (the "Effective Date"), and will continue for 36 consecutive months thereafter (the "Initial Term"). Each renewal or additional term, if any, is referred to as "Additional Term," and the Initial Term and any Additional Terms are referred to collectively as the "Term".
- **Additional Term:** This Order Form shall continue on the same terms and conditions set forth herein for additional periods of the same duration as the Initial Term, if mutually agreed in writing by both parties (email would be sufficient).

Termination:

- **Material Breach:** Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days.
- **Suspension:** In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.
- **Fees:** All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services.

Post-Termination:

- **Rights and Licenses:** Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease.
- **Placer Data:** Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the "Post-Termination Information"), so long as any Post-Termination Information is (x) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (y) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (z) ultimately deleted in accordance with Customer's data retention policy.
- **Research Data:** Customer may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for Customer's internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with Customer's data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement.
- **Certification:** Upon request from Placer, Customer shall certify in writing its compliance with this provision.

5. Invoicing, Payment Terms, and Fee Increases.

Invoicing and Payment Terms:

Placer will invoice Customer as follows for the Initial Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.

- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.
- Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

Fee Increases:

- The Annual Fee for the Initial Term has been based on the metric(s) and scoping in this Order Form, Placer reserves the right to increase the Customer's Annual Fee for any Additional Term if the metric or scope of use has increased.
- Except as specifically provided otherwise in this Order Form, renewal of promotional or one-time priced Fees will be at Placer's applicable subscription pricing in effect at the time of the applicable Additional Term.
- Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee mid-Term accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.
- Except as specifically provided otherwise in this Order Form, Annual Fees for any Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Support.

Premier Customer Support

- Regular Meetings with Placer's Customer Success Team
- Live, Virtual Training support

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, Customer shall contact support@placer.ai.

7. Confidentiality.

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or

challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

8. Miscellaneous.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws.

Placer shall comply with Chapter 119, Florida Statutes. Specifically, Placer shall:

- a. Keep and maintain public records required by the Customer to perform the service.
- b. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following the completion of this Agreement if Placer does not transfer the records to Customer.
- d. Upon completion of this Agreement, transfer, at no cost, to the Customer, all public records in possession of Placer or keep and maintain public records required by Customer to perform the service. If Placer transfers all public records to Customer upon completion of this Agreement, Placer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Placer keeps or maintains public records upon completion of this Agreement, Placer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

IF PLACER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PLACER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT: Clara VanBlargan, City Clerk of the City of Madeira Beach, 727-391-9951, cvanblargan@madeirabeachfl.gov, 300 Municipal Drive, Madeira Beach, FL 33708.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning "Customer shall defend, indemnify and hold Placer harmless...", is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: "This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions."

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the

addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Promotional Use. Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

9. Authorization.

This Order Form is entered into by and between Customer and Placer effective as of the Effective Date. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

Signature: _____

Name: _____

Title: _____

Date: _____

“Placer”

Signature: _____

Name: _____

Title: _____

Date: _____



Memorandum

Meeting Details: January 14, 2026

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Resolution 2026-01 - Emergency Bridge Loan Program

Background

The Florida Commerce Municipal Emergency Bridge Loan program provides interest-free, short-term loans to municipalities impacted by federally declared disasters. The program is designed to help local governments maintain essential operations while awaiting additional funding or revenue recovery.

Program Highlights:

- Eligibility: Open to municipalities in areas under a FEMA disaster declaration.
- Loan Amount: Based on demonstrated need, with no statutory maximum.
- Term: Up to 10 years.
- Interest: Interest-free for the full term.

Staff has collaborated with Florida Commerce to assess the City's eligibility, identify qualifying expenses, and clarify any restrictions on fund use.

The process consists of two steps:

1. **Step 1: Application:** Staff has completed the application process, consisting of working with Florida Commerce to determine eligibility, and negotiate loan terms and qualifying expenses. The City was approved for an interest-free 10 year loan totaling \$3,148,500.
2. **Step 2: Loan Acceptance:** A detailed funding request is being presented to Commission for review and approval. Resolution 2026-01 authorizes the delivery and execution of attached loan documents between the City and State of Florida, Department of Commerce for a principal amount of \$3,148,500 to fund governmental operations. The loan documents include an opinion letter from the City Attorney, loan agreement, promissory note, and term sheet.

Fiscal Impact

Upon approval, the City will receive \$3,148,000 from Florida Commerce. Such proceeds will be used to fund operations and will be due and payable in accordance with the attached Promissory Note and Term Sheet.

Recommendation(s)

Staff recommends that Commission approve Resolution 2026-01.

Attachments

- Res2026-01 – Emergency Bridge Loan Program
- Emergency Bridge Loan – City Attorney Opinion Letter
- Emergency Bridge Loan – Loan Agreement
- Emergency Bridge Loan – Promissory Note
- Emergency Bridge Loan – Term Sheet

RESOLUTION NO. 2026-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED LOAN DOCUMENTS BETWEEN THE CITY AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A PRINCIPAL AMOUNT OF \$3,148,500.00 TO FUND GOVERNMENTAL OPERATIONS; MAKING CERTAIN FINDINGS OF PARAMOUNT PUBLIC PURPOSE; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE INDEBTEDNESS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE PROMISSORY NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING AN OFFICIAL WITH AUTHORITY TO EXECUTE DOCUMENTS WITH RESPECT TO THE LOAN; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA AS FOLLOWS:

Section 1: *Authority for this Resolution.* This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended and other applicable provisions of law.

Section 2: *Definitions.* The following words and phrases shall have the following meanings when used herein:

“*Local Government*” means City of Madeira Beach, Florida, with its office at 300 Municipal Drive, Madeira Beach, Florida 33708, a general purpose local government established under the legal authority of the Constitution of the State of Florida.

“*Debt*” or “*Loan*” means the \$3,148,500.00 in loan funds applied for by the Local Government and awarded by the Department, and subject to the terms and conditions of the Loan Agreement and the Promissory Note.

“*Debt Service Fund*” means the Local Government’s Debt Service Fund held by the Finance Director of the Local Government.

“*Department*” means the Department of Commerce, with its principal office at 107 East Madison Street, MSC 160, The Caldwell Building, Tallahassee, Florida, 32399.

“*Governmental Fund Revenues*” means the total revenues of the Local Government derived from any source whatsoever and that are allocated and accounted for in the “governmental funds” as shown in the annual audited financial statements of the Local Government for the applicable fiscal year, excluding any ad valorem revenues, grants, and restricted gifts.

“*Governmental Operations*” means costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited

to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.

“Loan Agreement” means the loan agreement entered into by and between the Local Government and the Department, a form of which is attached hereto as Exhibit A.

“Loan Documents” means collectively the Loan Agreement and the Promissory Note.

“Non-Ad Valorem Revenues” means all Governmental Fund Revenues, other than (1) revenues generated from ad valorem taxation on real or personal property, (2) grants, and (3) restricted gifts, which are legally available to make the payments required herein.

“Pledgeable Non-Ad Valorem Revenues” means all legally available Non-Ad Valorem Revenues of the Local Government, including any funds received from any federal programs for disaster-related expenses, which are legally available to make the payments required by the Resolution.

“Promissory Note” means the promissory note evidencing the indebtedness of the Local Government to the Department for the Loan amount, a form of which is attached hereto as Exhibit B.

“Resolution” means this Resolution, including any supplemental resolution(s) hereto.

“State” means the State of Florida.

Section 3: Findings. It is hereby ascertained, determined, and declared that:

(A) It is necessary and desirable for the benefit of its inhabitants and the continued preservation of the economic welfare, and the health, welfare, and safety of the Local Government and its inhabitants, to obtain a loan from the Department through the Local Government Emergency Bridge Loan Program, section 288.066, Florida Statutes, in the amount of \$3,148,500.00, to provide funds that the Local Government may use for Governmental Operations.

(B) It is necessary and desirable to provide for the execution and delivery of the Loan Documents to implement and deliver the Loan.

Section 4: Loan Documents and Payment.

(A) The Local Government shall accept, subject to the terms and conditions of the Loan Documents, the Loan amount, for the purposes described above. The Loan amount shall bear interest not to exceed the maximum legal rate per annum, and shall be payable, mature, and be subject to redemption and such other characteristics as provided in the Loan Documents.

(B) Amounts due under the Loan Documents shall be payable from Pledgeable Non-Ad Valorem Revenues of the Local Government derived from the Local Government’s covenant to budget and appropriate from Pledgeable Non-Ad Valorem Revenues each year such monies sufficient to pay principal and interest on the Promissory Note.

(C) The Local Government expects that sufficient Pledgeable Non-Ad Valorem Revenues will be available to pay the principal and interest due and payable on the Promissory Note as of the date such payment is due.

(D) The Local Government will maintain all unexpended Loan funds received from the Department in bank accounts separate from its other operating or other special purposes accounts. The Local Government will not commingle the Loan funds with any other funds, projects, or programs. Any interest earned on unexpended Loan funds remain State funds, pursuant to section 288.006, Florida Statutes.

(E) The Mayor, Vice-Mayor, City Clerk, City Manager, Acting City Manager and Director of Finance/City Treasurer are hereby authorized to take such further actions and execute and deliver such further documents, certificates and agreements as are necessary to facilitate the purposes of this Resolution.

Section 5: *Covenant to Budget and Appropriate; Establish Debt Service Fund.*

(A) There is hereby created and established the Debt Service Fund, which fund shall be a trust fund held by the Director of Finance/City Treasurer office, for the benefit of the Department and solely for the payment of the Debt. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida, and as evidenced and more completely described in the Loan Documents. The Local Government may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Department, the Debt Service Fund established hereby. Such depository or depositaries shall perform at the direction of the Local Government the duties of the Local Government in depositing, transferring and disbursing moneys to and from the Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Local Government and its agents and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000). Notwithstanding anything herein to the contrary, the Local Government may invest amounts on deposit in the Debt Service Fund in accordance with the Investment of Local Government Surplus Funds Act, Florida Statutes 218.415, and the Local Government's investment policy.

(B) The Local Government covenants and agrees to appropriate in its annual budget, by amendment if necessary, from Pledgeable Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, Pledgeable Non-Ad Valorem Revenues sufficient to pay principal of and interest on the Promissory Note as the same shall become due. Such covenant and agreement on the part of the Local Government to budget, appropriate, and deposit such amounts of Pledgeable Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Pledgeable Non-Ad Valorem Revenues in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. The Local Government further acknowledges that the obligations of the Local Government to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Pledgeable Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Loan Documents.

(C) The Local Government is not prohibited from pledging future Non-Ad Valorem Revenues, nor is the Local Government required to levy and collect any particular Non-Ad Valorem Revenues, nor does the Local Government give the Department a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general secured creditors of the Local Government. All obligations of the Local Government hereunder shall be payable from the Pledgeable Non-Ad Valorem Revenues budgeted, appropriated, and deposited as provided herein and nothing herein shall be deemed to be a general obligation of the Local Government or to pledge ad valorem taxing power or ad valorem tax revenues, or to permit or constitute a mortgage or lien upon any assets owned by the Local Government. Neither the Department nor any other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Local Government, or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder, or to maintain or continue any of the activities of the Local Government which generate user service charges,

regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Local Government to budget, appropriate, deposit, and make payments hereunder from its Pledgeable Non-Ad Valorem Revenues is subject to the availability of Pledgeable Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations incurred prior to or after the effective date of the Loan Documents, and the funding requirements for essential governmental services of the Local Government or for essential public purposes affecting the health, welfare, and safety of the Local Government's inhabitants. The Debt shall be payable as provided herein and is subject in all respects to the provisions of Chapter 166, Florida Statutes.

Section 6: *Anti-Dilution Test.* The Local Government may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year were at least 1.50 times the maximum annual debt service of all debt to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

- (a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 8% per annum or The Bond Buyer 40 Index shall be assumed; or
- (b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years (from the date of calculation) on a level debt service basis. In the event that the Local Government is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

Section 7: *Budget, Financial, and Other Information.*

(A) The Local Government shall provide the Department with a copy of its annual budget, prepared in accordance with Florida law, within thirty (30) days of its adoption date by the Local Government's Board of Commissioners, and such other financial information regarding the Local Government as the Department may reasonably request.

(B) Not later than thirty (30) days following the Local Government Auditor's presentation of the Local Government's annual audited financial statements to the Local Government's [Board of Commissioners the Local Government shall provide the Department with its Audited Annual Financial Report including annual financial statements for each fiscal year of the Local Government, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant, including calculations detailing the financial covenant in Section 6.

Section 8: *Impairment of Contract.* The Local Government will not, without the written consent of the Department, amend this Resolution, or enact any ordinance or adopt any resolution which could reasonably be

considered to repeal, impair, or amend in any manner the rights granted to the Department hereunder and under the Loan Documents.

Section 9: Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Loan Documents is intended or shall be construed to give to any person other than the Local Government and the Department any legal or equitable right, remedy, or claim under or with respect to this Resolution, the Loan funds, the Loan Documents, or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the Local Government and the Department.

Section 10: Severability; Repealer. If any portion of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision shall not affect the remaining portion of this Resolution, which shall otherwise remain in full force and effect. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 11: Delegation of Authority. The Mayor of the City of Madeira Beach has the authority to execute any and all necessary documents relative to the Loan, including but not limited to the Promissory Note and the Loan Agreement.

Section 12: *Effective Date.* This Resolution shall take effect immediately upon its final passage and adoption.

CITY OF MADEIRA BEACH, FLORIDA

By: _____
Name: Anne-Marie Brooks
Title: Mayor

ATTEST:

By: _____
Name: Clara VanBlargan, MMC, MSM
Title: City Clerk

I HEREBY CERTIFY that I have approved this
Resolution as to form.

By: _____
Name: Thomas J. Trask, Esquire
Title: City Attorney



THOMAS J. TRASK, B.C.S.*
 JAY DAIGNEAULT, B.C.S.*
 ERICA F. AUGELLO, B.C.S.*
 RANDY D. MORA, B.C.S.*
 ROBERT M. ESCHENFELDER, B.C.S.*
 NANCY S. MEYER, B.C.S.*
 ZOE S. RAWLS
 TAMMI E. BACH, B.C.S.*

* *Board Certified by the Florida Bar in
 City, County and Local Government Law*

November 12, 2025

Florida Department of Commerce
 107 E. Madison Street, MSC 160
 The Caldwell Building
 Tallahassee, FL 32399

Re: Local Government Emergency Revolving Bridge Loan

Dear Mr. Parsons:

I am City Attorney to the City of Madeira Beach, Florida (the "City") and am issuing this opinion in connection with the execution and delivery of the Promissory Note between the City and the Florida Department of Commerce ("Florida Commerce") constituting an emergency bridge loan from Florida Commerce in the amount of \$3,148,500.00 to finance continuing governmental operations (the "Note"). Terms not otherwise defined herein shall have the meanings ascribed thereto in the loan documents inclusive of the Note and Loan Agreement.

In connection with this opinion, I have examined a record of proceedings relating to the execution and delivery of the Loan Agreement by the City and the issuance by the City of the accompanying Promissory Note. The Note is issued under the authority of the laws of the State of Florida including the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City, Resolution No. 2025-13 enacted by the Board of Commissioners of the City on November 12, 2025 (the "Resolution") and other applicable provisions of law, and the Loan Agreement.

Based on the foregoing, under existing law, I am of the opinion that:

1. The City is a municipal corporation duly created and validly existing under the laws of the State of Florida (the "State").

2. The City has duly adopted the Resolution, has duly authorized, executed and delivered the Loan Agreement and the Note, and each of the Resolution, the Loan Agreement and the Note constitutes a legal valid and binding obligation of the City enforceable in accordance with its terms.

3. The adoption of the Resolution and the execution and delivery of the Loan Agreement and the issuance of the Note and compliance with the provisions thereof will

not conflict with or constitute a material breach of or default under any existing law, administrative regulation, court decree, resolution or agreement to which the City is subject and the City has the power and authority under the laws of the State to covenant to budget and appropriate Non-Ad Valorem Revenues in the manner and to the extent provided in the Resolution and the Loan Agreement to pay the Note and interest thereon in accordance with the terms thereof.

4. No litigation or other proceedings are pending or, to the best of my knowledge after due inquiry with respect thereto, threatened in any court or other tribunal of competent jurisdiction, State or Federal, in any way (A) restraining or enjoining the issuance, sale or delivery of the Loan Agreement or the issuance of the Note or (B) questioning or affecting the validity of the Loan Agreement, the Note or the Resolution, or (C) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution, registration, issuance or delivery of the Loan Agreement, the Note and the security therefor; or (D) questioning or affecting the organization or existence of the City or the Board of Commissioners or the title to office of the Commissioners thereof; or (E) in which a final adverse decision would materially adversely affect the ability of the City to execute and deliver the Loan Agreement or issue the Note or either of them to be invalid and unenforceable in whole or in material part or which could have a material adverse effect on the condition (financial or otherwise) of the City.

5. No consent, approval, authorization or other action by, or filing or registration with, any governmental authority of the United States or the State of Florida is required by or on behalf of the City to adopt the Resolution or to execute and deliver the Note and the Loan Agreement and to close the transactions contemplated by the foregoing, other than those consents, approvals, authorizations, actions, filings and registrations as to which the requisite consents, approvals or authorizations have been obtained, the requisite actions have been taken and the requisite filings and registrations have been accomplished.

All of the above opinions as to enforceability of the legal obligations of the City are subject to and limited by bankruptcy, insolvency, reorganization, moratorium and similar laws, in each case relating to or affecting the enforcement of creditors rights generally, and other general principles of equity.

Very truly yours,

TRASK DAIGNEAULT, LLP

Thomas J. Trask, B.C.S.
City Attorney for the City of Madeira Beach

FLORIDA DEPARTMENT OF COMMERCE

LOCAL GOVERNMENT EMERGENCY BRIDGE LOAN AGREEMENT

THIS LOAN AGREEMENT (“Agreement”), made by and between the City of Madeira Beach, Florida (the “Local Government” or “Borrower”), and THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE (the “Lender”). The Borrower and the Lender may be referred to individually each as a “Party” and collectively as the “Parties.”

WHEREAS, the Borrower has applied to Lender for an extension of credit pursuant to section 288.066 of the Florida Statutes; and

WHEREAS, Lender has agreed to provide an extension of credit as set forth in section 288.066 of the Florida Statutes and in accordance with the terms hereof; and

WHEREAS, the Borrower has the authority to enter into this Agreement, as set forth in Resolution 2026-01, attached hereto and incorporated herein by reference; and

WHEREAS, this agreement is not a general obligation of the State of Florida, nor is it backed by the full faith and credit of the State of Florida, and payment of funds hereunder is conditioned on and subject to appropriations by the Florida Legislature; and

WHEREAS, the Borrower has the authority to enter into this Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 “Agreement” means this instrument, as it may from time to time be amended.
- 1.2 “Debt” or “Loan” means the \$3,148,500.00 in loan funds applied for by the Borrower and awarded by the Department, and subject to the terms and conditions of the Loan Agreement and the Promissory Note.
- 1.3 “Debt Service Fund” means the Local Government’s Debt Service Fund held by the Finance Director of the Local Government.
- 1.4 “Default” means any of the events specified in Section 5 of this Agreement, whether any such requirement in connection with such event for the giving of notice or the lapse of time or the happening of any further condition, event, or act has been satisfied.
- 1.5 “Event of Default” means any of the events specified in Section 5 of this Agreement, provided there has been satisfied any requirements in connection with such event for the giving of notice or the lapse of time or the happening of any further condition, event, or act.
- 1.6 “Financial Statements” means a balance sheet and statement of income and surplus as of the end of and for the applicable period for the Borrower.
- 1.7 “Governmental Fund Revenues” means the total revenues of the Local Government derived from any source whatsoever and that are allocated and accounted for in the “governmental funds” as shown in the annual audited financial statements of the Local Government for the applicable fiscal year, excluding any ad valorem revenues, grants, and restricted gifts.
- 1.8 “Governmental Operations” means costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.
- 1.9 “Indebtedness” means all amounts due from Borrower to Lender under the Loan Documents, including, without limitation, principal, interest, cost of collection, attorneys’ fees, and other expenses of the Lender which Borrower

obligated to pay and amounts advanced by Lender in discharge of obligations of the Borrower hereunder persons under the Loan Documents, whether such debts are now due or hereafter incurred, direct or indirect, and whether such debts are from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred.

Item 13A.

1.10 "Loan Documents" means this Agreement, the Promissory Note, and Opinion of Borrower's Counsel.

1.11 "Non-Ad Valorem Revenues" means all Governmental Fund Revenues, other than (1) revenues generated from ad valorem taxation on real or personal property, (2) grants, and (3) restricted gifts, which are legally available to make the payments required herein.

1.12 "Pledgeable Non-Ad Valorem Revenues" means all legally available Non-Ad Valorem Revenues of the Local Government, including any funds received from any federal programs for disaster-related expenses, which are legally available to make the payments required by the Resolution.

1.13 "Pledged Revenues" means the Pledgeable Non-Ad Valorem Revenues and the proceeds of any indebtedness incurred for the purpose of financing the Governmental Operations.

1.14 "Promissory Note" means that promissory note executed by the Borrower as maker to the Lender as payee in the original principal amount of \$3,148,500.00, or any subsequent renewals of the original promissory note.

1.15 "Obligation" means each and every obligation to pay money, whether direct, indirect, or contingent, however arising, including, without limitation, general accounts payable, payments under leases, installment purchase contracts, and debts for money borrowed.

1.16 "Opinion of Borrower's Counsel" shall be an opinion letter written by the Borrower's Counsel to the Lender, in a form acceptable to the Lender, which shall include, but is not limited to, a statement that all Loan Documents have been legally and properly executed and obligate the Borrower and are enforceable according to their terms.

2. BORROWING AND PAYMENTS

2.1 Note: The funds loaned hereunder will be evidenced by the Promissory Note indicating the aggregate principal amount; provided, however, that the amount actually due from Borrower to Lender from time to time will be evidenced by the Lender's records.

2.2 Conditions Precedent to Lender's Obligations: Prior to the Lender having any obligations hereunder, Lender in its sole discretion may require the following in form and content reasonably acceptable to Lender and its counsel (1) the Promissory Note; (2) the Opinion of Borrower's Counsel; and (3) such other documents as Lender may reasonably request.

2.3 Interest: From the Maturity Date until the principal loan amount is paid the interest shall accrue on the unpaid principal balance at a rate described in paragraph 2.4 below.

2.4 Repayment of Principal and Interest: The principal and interest shall be repaid as follows:

2.4.1 The Borrower shall repay principal of \$3,148,500.00 (the "Outstanding Principal") on or before 120 months from the hereinafter defined Effective Date of this Agreement (the "Maturity Date"). The Outstanding Principal may be repaid in whole or in part at any time without penalty.

2.4.2 No interest will accrue for the term of the loan. At the Maturity Date, simple interest will be computed on the basis of the actual number of days elapsed over an assumed 360-day year on the then outstanding principal balance. From the Maturity Date until the principal is paid the interest rate shall be based on a fixed rate of interest at 3% per annum.

2.4.3 The Borrower may request a six-month extension to the Maturity Date at any time before the Maturity Date. If approved by the Lender the new date after the extension shall become the Maturity Date.

2.5 **Application of Payments:** All payments received on the Indebtedness shall be applied first to interest to the extent accrued and then to principal.

Item 13A.

3. AFFIRMATIVE COVENANTS

3.1 Amounts due under the Loan Documents shall be payable from Pledgeable Non-Ad Valorem Revenues of the Borrower derived from the Borrower's covenant to budget and appropriate from Pledgeable Non-Ad Valorem Revenues each year such monies sufficient to pay principal and interest on the Promissory Note.

3.2 The Borrower will maintain all unexpended Loan funds received from the Department in bank accounts separate from its other operating or other special purposes accounts. The Borrower will not commingle the Loan funds with any other funds, projects, or programs. Any interest earned on expended Loan funds remain State funds, pursuant to section 288.006, Florida Statutes.

3.3 There is hereby created and established the Debt Service Fund held by the Director of Finance/City Treasurer, of the Local Government, held for the benefit of the Department and solely for the payment of the Debt. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Fund. The money in such Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida, and as evidenced and more completely described in the Loan Documents. The Local Government may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Department, the Debt Service Fund established hereby. Such depository or depositaries shall perform at the direction of the Local Government the duties of the Local Government in depositing, transferring and disbursing moneys to and from each such Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Local Government and its agents and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000). Notwithstanding anything herein to the contrary, the Local Government may invest amounts on deposit in the Debt Service Fund in accordance with the Act, Florida Statutes 218.415, and the Local Government's investment policy.

3.4 The Local Government covenants and agrees to appropriate in its annual budget, by amendment if necessary, from Pledgeable Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, Pledgeable Non-Ad Valorem Revenues sufficient to pay principal of and interest on the Promissory Note as the same shall become due. Such covenant and agreement on the part of the Borrower to budget, appropriate, and deposit such amounts of Pledgeable Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Pledgeable Non-Ad Valorem Revenues in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. The Borrower further acknowledges that the obligations of the Borrower to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Pledgeable Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Loan Documents.

3.5 The Borrower is not prohibited from pledging future Non-Ad Valorem Revenues, nor is the Borrower required to levy and collect any particular Non-Ad Valorem Revenues, nor does the Borrower give the Department a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general secured creditors of the Borrower. All obligations of the Borrower hereunder shall be payable from the Pledgeable Non-Ad Valorem Revenues budgeted, appropriated, and deposited as provided herein and nothing herein shall be deemed to be a general obligation of the Borrower or to pledge ad valorem taxing power or ad valorem tax revenues, or to permit or constitute a mortgage or lien upon any assets owned by the Borrower. Neither the Department nor any other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Borrower, or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder, or to maintain or continue any of the activities of the Borrower which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Borrower to budget, appropriate, deposit and make payments hereunder from its Pledgeable Non-Ad Valorem Revenues is subject to the availability of Pledgeable Non-Ad Valorem Revenues after the satisfaction of the funding

requirements for obligations incurred prior to or after the effective date of the Loan Documents, and the requirement for essential governmental services of the Borrower or for essential public purposes affecting the health, welfare, and safety of the Borrower's inhabitants. The Debt shall be payable as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes.

3.6 **Right of Inspection:** Whenever Lender, in its sole discretion, deems it necessary, the Borrower will permit Lender or any agent designated by Lender to visit and inspect any of Borrower's properties and its organizational documents, bylaws, minute books and records, all at such reasonable times and as often as Lender may reasonably request.

3.7 **Insurance:** The Borrower will maintain adequate insurance (both casualty {if improved} and liability) with responsible insurers with coverage normally obtained by organizations similar to the Borrower in terms of various factors, including without limitation, geographical location, size and history of catastrophic damage, and shall annually provide documentation of the insurance coverage and its payment to Lender so long as this Agreement is in force.

3.8 **Taxes and Other Charges:** The Borrower will pay and discharge or cause to be paid and discharged all taxes, charges, or claims of any type at any time assessed against the Borrower which could become a lien against the Borrower or any of its properties. The Borrower shall also pay all inspection costs. Nothing in this subsection shall require the payment of any sum so long as the Borrower shall, by appropriate proceedings, contest the same in good faith and so long as Borrower, if so requested by Lender, creates a funded reserve equal to the amount so claimed or assessed.

3.9 **Further Assurances:** If at any time Lender or its counsel is of the reasonable opinion that any additional documents or materials are required or appropriate to carry out the intentions of the parties hereto to perfect the liens, debts, or obligations, or complete the construction and improvements contemplated by this Agreement, then Borrower shall, within 10 days after written notice of such opinion from Lender or its counsel, do or cause to be done all things and matters necessary (including, without limitation, obtaining any consents) to assure to the reasonable satisfaction of counsel for Lender that such intentions are properly carried out.

3.10 **Compliance with Certain Requirements:** The Borrower agrees that in its operations the Borrower will comply with all applicable rules and regulations of any federal, state or local governmental authorities which may be applicable to Borrower and/or any of its businesses.

3.11 **Executive Officers:** The Borrower agrees that at all times that it shall follow its rules, bylaws and requirements concerning the service of its officers and Board of Commissioners. The undersigned is the current Mayor of the Board of Commissioners of Borrower and has the right, power, and authority to execute and deliver documents, including but not limited to the Loan Documents, on behalf of the Borrower and thereby bind the Borrower to the terms thereof. This Agreement shall be executed by the Mayor and shall have the effect of a resolution as to all material stated herein. The above notwithstanding, no member of the Borrower's Board of Commissioners is individually liable as to the Loan Documents.

3.12 **Maintenance of Existence, Rights:** The Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the State of Florida or any other jurisdiction where, in the opinion of counsel of Borrower, Borrower shall be qualified to operate and will do or cause to be done all things necessary to preserve and keep in full force and effect its rights to operate in a manner not less favorable to Borrower than those now in existence.

3.13 **Use of Proceeds:** Borrower agrees that the proceeds of any funds received from Lender shall be used for Governmental Operations.

3.14 **Reports:** Borrower shall submit its annual audit or reviewed financial statements for each fiscal year in which this Agreement and any extensions are in effect. If neither audits nor reviewed financial statements are available, Borrower shall submit annual financial statements which have been prepared according to generally accepted accounting principles. Such statements shall be accompanied by a certification from the preparer that they have been prepared according to generally accepted accounting principles and by a certification by the Mayor of Borrower's Board of Commissioners that neither audited nor reviewed financial statements are available.

3.15 **Single Audit Act Reports:** In addition to the requirements set out in paragraph 6.12 of this Agreement, Borrower shall also comply with the applicable audit provisions contained in "Exhibit B," attached hereto and incorporated within. Item 13A.

4. NEGATIVE COVENANTS

4.1 **Liens, Etc.:** Except as otherwise provided herein, the Borrower will not create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, or other encumbrance of any nature whatsoever on any of the assets of Borrower, which are pledged to Lender, whether now owned or hereafter acquired, nor enter into or suffer to exist any conditional sale contracts except such as exist on the date hereof and as are reflected on the most recent financial statement of Borrower delivered to Lender. Capital leases are excluded from this paragraph.

4.2 **Merger, Consolidation, Sale of Substantial Assets:** The Borrower will not merge into, consolidate with, or sell all or a substantial part of its assets to any other person. Provided, however, that this negative covenant shall not prohibit a merger of Borrower with another entity so long as Borrower is a surviving entity.

5. EVENT OF DEFAULT

5.1 Each of the following constitute an Event of Default:

5.1.1 If the Borrower defaults in the payment of any principal or interest under the Promissory Note within 30 calendar days from when the same shall become due either by the terms thereof or otherwise; or

5.1.2 If the Borrower fails to comply with the non-monetary terms and conditions of any of the Loan Documents after 30 calendar days' notice from the Lender; or

5.1.3 If any material representation or warranty made by the Borrower herein or in any writing furnished in connection with or pursuant to the Loan Documents shall be false or breached in any material respect and shall remain so after 30 days' notice; or

5.1.4 If the Borrower makes an assignment for the benefit of creditors or petitions for appointment of a trustee or receiver of the Borrower, or of any substantial part of the assets of the Borrower, or commences any proceedings relating to the Borrower, under any bankruptcy, reorganization, arrangement, insolvency readjustment or debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect; or

5.1.5 If any such petition or application is filed, or any such proceedings are commenced against the Borrower or any guarantor, and the Borrower or any guarantor by any act indicates its or his/her approval hereof, consent thereto, or acquiescence therein, or if an order is entered appointing a trustee or receiver of any portion of the assets of Borrower or any guarantor or adjudicate the Borrower or any guarantor bankrupt or insolvent or approving the petition in any such proceedings and any such order remains in effect for more than 30 days; or

5.1.6 If any order is entered in any proceedings against the Borrower decreeing the dissolution or split-up of the Borrower or any material judgment or attachment is entered against the Borrower, or any of its assets then there shall exist an Event of Default. When there shall exist an Event of Default, thereupon, Lender may, at its option, refuse to make any future advances to Borrower under the notes referenced in paragraph 1.5 above, and declare all of the Indebtedness of the Borrower with the Lender to be immediately mature, due and payable together with interest accrued thereon, and exercise any and all other remedies lawfully available to it; or

5.1.7 If the Borrower employs unauthorized aliens or commits a violation of Section 274(e) of the U.S. Immigration and Nationality Act; or

5.1.8 If the Borrower fails to enroll in and utilize the E-Verify system to verify the citizenship status of Borrower's new employees within 60 days of execution.

5.2 While there shall exist an Event of Default listed in 5.1.1 above, Lender may, at its option, refuse to make any advances to Borrower under the Promissory Note and declare all the indebtedness to be immediately due and payable, together with interest accrued thereon, and exercise any and all other remedies lawfully available to it, including any remedies available under the Promissory Note.

6. MISCELLANEOUS

6.1 **Expenses:** The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to pay and save Lender harmless against liability for the payment of all out-of-pocket expenses arising in connection with this transaction, including any state documentary stamp taxes or other taxes (including interest and penalties, if any) which

may be determined to be payable in respect to the execution and delivery of any Loan Documents except in connection with this Agreement. If an Event of Default shall occur, Borrower shall also pay all Lender's costs of collection, including Lender employee travel expenses, court costs, and attorney's fees whether incurred with collection efforts, trial, appeal, or bankruptcy proceedings. If an Event of Default shall occur, Borrower may not use proceeds of this loan to pay Lender's costs of collection enumerated above.

- 6.2 **Limitation of Lender's Duties:** While the Lender has the option to make certain inspections of the property of Borrower and to make certain determinations as to the purpose for which advances are requested hereunder, the Lender is under no obligation to do so. Moreover, Lender shall have no responsibility whatsoever for any aspect of any matter in which Borrower runs his business nor the reasons of any investment by Borrower.
- 6.3 **Survival of Representation and Warranties:** All representations and warranties contained herein or made in writing in connection herewith shall survive the execution and delivery of Loan Documents.
- 6.4 **Successors and Assigns:** All covenants and agreements in this Agreement contained by or on behalf of either of the parties hereto shall bind and insure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.
- 6.5 **Notices:** All written communications provided for hereunder shall be sent by first class mail as follows or to such other address with respect to any party as such party shall notify the others in writing:

TO LENDER: Florida Department of Commerce
107 East Madison Street, MSC - 80
The Caldwell Building
Tallahassee, Florida 32399

TO BORROWER: Clint Belk, Acting City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

- 6.6 **Applicable Law:** This Agreement is being delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.
- 6.7 **Headings:** The descriptive section headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.
- 6.8 **Counterparts:** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 6.9 **Remedies Cumulative:** All rights and remedies of Lender hereunder are cumulative and in addition to any rights and remedies which Lender may have under any applicable laws, and the exercise of any of one right or remedy by Lender against one party hereto will not deprive Lender of any right or remedy against that party or any other parties hereto.
- 6.10 **Severability:** If any portion of any Loan Document is found to be illegal, invalid, or unenforceable, such term shall be severed and the remainder of the Loan Document in question shall continue in full effect.
- 6.11 **Waivers:** No delay or omission by the Lender in exercising any right hereunder or under any Loan Document or with respect to the Indebtedness shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the Lender from any other or further exercise of any other right or remedy. The Lender may cure any Event of Default in any reasonable manner without waiving that or any other prior or subsequent Event of Default by the Borrower.

6.12 **Maintenance of Records:** Borrower shall retain and maintain all records in connection with the Indebtedness such records available for financial audit as may be requested. Records shall include books, documents, and other evidence, including, but not limited to, vouchers, bills, and invoices, requests for payment and other supporting documentation, and independent auditors' working papers which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all transactions related to this Indebtedness. Such records shall be retained by Borrower for a minimum period of five years after the repayment in full of the Indebtedness. The records shall be subject at all times to inspection, review, or audit by personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, or other personnel authorized by Lender and copies of the records shall be delivered to Lender upon request. Item 13A.

6.13 **Small and Minority Business:** Borrower is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity.

6.14 **Lobbying:** Funds from this loan may not be used for lobbying the Florida Legislature, the Florida judicial branch, the Governor or the Executive Office of the Governor, or a State of Florida agency pursuant to Section 216.347, Florida Statutes.

6.15 **Public Entity Crime:** Borrower affirms that at no time has Borrower been convicted of a public entity crime pursuant to Section 287.133(2)(a), Florida Statutes, and agrees that it shall not violate any such law and further acknowledges and agrees that any such conviction during the term of this Agreement may result in the termination of this Agreement. Borrower shall place this provision in any executed agreements resulting from this Agreement.

6.16 **Non-Discrimination:**

- 6.16.1 Borrower will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, race, creed, color, handicap, national origin, or sex.
- 6.16.2 Borrower affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has Borrower been placed on the Discriminatory Vendor List or conducted business with an entity listed. Borrower further agrees that it shall not violate such law and doing so during the term of the Agreement may result in the termination of this Agreement.
- 6.16.3 Borrower shall include similar provisions in any executed agreements resulting from this Indebtedness.

6.17 **Subcontracts:** Any and all contracts that Borrower executes with a person or organization under which such person or organization agrees to perform services on behalf of Borrower or Lender shall include provisions requiring that such person or organizations report on performance, account for proper use of funds provided under the contract including the provision of audit rights pursuant to paragraph 3.11 of this Agreement, avoid duplication of existing state and local services and activities, and agree to abide by all local, state, and federal laws.

6.18 **Pledging Credit:** Borrower shall not pledge the State of Florida's or Lender's credit or make the State of Florida or Lender a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness. Any attempt shall be *void ab initio*.

6.19 **Term of Agreement:** This Agreement shall continue in effect so long as any part of the Indebtedness remains unpaid.

6.20 **Jurisdiction; Venue:** The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. Each Party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement. The Parties hereby agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of *forum non conveniens*, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION

BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY Item 13A.
FULLEST EXTENT PERMITTED BY LAW.

IN WITNESS WHEREOF, the Parties have caused this Agreement to become effective as of the date executed by the Lender
("Effective Date").

CITY OF MADEIRA BEACH, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

FLORIDA DEPARTMENT OF COMMERCE

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY, SUBJECT ONLY TO FULL
AND PROPER EXECUTION OF THE
PARTIES.

OFFICE OF THE GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By _____

Approved Date: _____

PROMISSORY NOTE

U.S. \$3,148,500.00

Tallahassee, Florida

Maturity Date:
120 months from the Effective Date

FOR VALUE RECEIVED, City of Madeira Beach, Florida (“Borrower”), promises to pay to the order of the State of Florida, Department of Commerce, (“Lender”), the sum of \$3,148,500.00, together with interest from the date hereof until maturity at the rate stated below.

1. **NOTE:** This is an interest-bearing Note and the principal sum shown above together with interest thereon from the date hereof calculated in accordance with the interest as calculated in Paragraph 2 shall be payable in accordance with the payment provision pursuant to Paragraph 3. All payments made hereunder shall be credited first to interest and lawful charges and the remainder to principal.
2. **INTEREST CALCULATION:** No interest will accrue for the term of the loan. At the Maturity Date, simple interest will be computed on the basis of the actual number of days elapsed over an assumed 360-day year on the then outstanding principal balance. From the Maturity Date until the principal is paid the interest rate shall be based on a fixed rate of interest at 3% per annum.
3. **PAYMENT:** The Borrower hereby agrees to repay principal of \$3,148,500.00 on or before 120 months from the Effective Date (the “Maturity Date”). This Note may be repaid in whole or in part at any time without penalty.
4. **ENABLING RESOLUTION:** The Borrower has adopted Resolution 2025-13, a copy of which is attached hereto as “Exhibit B” and incorporated by reference herein (the “Resolution”). The Resolution authorizes Borrower to perform its obligations under this Note and the Loan Agreement of even date herewith (the “Loan Agreement”) including, without limitation, the obligation to pay the amounts due under the Note and all other liabilities of the undersigned to Lender. Nothing herein shall be deemed to be a general obligation of the Borrower or to pledge ad valorem taxing power or ad valorem tax revenues, or to permit or constitute a mortgage or lien upon any assets owned by the Borrower. A default under the terms and conditions of the Loan Agreement shall also be deemed a default under the terms and conditions of this Note.
5. **DEFAULT:** In the event of any default in the payment of any amount due hereunder or in the Loan Agreement, o this Note and all Obligations shall forthwith become immediately due and payable without demand or notice, at the option of Lender. After maturity, this Note shall bear interest at the rate stated above.
6. **ATTORNEYS’ FEES:** If any amount payable hereunder is not paid when due or declared due, this Note may be placed in the hands of an attorney at law for collection, and in that event, the Borrower agrees to pay all costs of collection, including any reasonable attorneys’ fees and costs. Such attorneys’ fees and costs shall include, but not be limited to, fees and costs incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after trial proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings, creditors’ reorganization proceedings, or probate proceedings.
7. **RATE CHARGED:** In no event shall the interest charged hereunder be in excess of the legal maximum rate of interest (if any) allowed by applicable law as the law now exists or as the law may be changed in the future to allow higher rates of interest, and in the event that interest is charged at a rate in excess of the maximum rate allowed, any excess sums collected by the Lender shall be applied as reduction to principal, it being the intent of the undersigned hereof and the Lender that the undersigned pay no more and the Lender collect no more than the sums allowed using a lawful rate of interest.
8. **AUTHORITY:** The Borrower has the authority to execute this Note and has all authority to bind itself to the obligations set forth herein and in the Loan Agreement.

9. **AMENDMENT:** This Agreement may only be modified or amended by written instrument executed by both the Borrower and the Lender.

10. **GENERAL:** Each Party to this Note, whether maker, endorser or guarantor, hereby waives presentment for payment, demand, protest and notice of protest and assents to each and every extension or postponement of the time of payment or other indulgence, or to any substitution, addition, exchange or release of the security held by Lender. The undersigned hereby acknowledge that they have received a completed copy of this Note and agree to all the terms contained herein. Capitalized terms used but not defined herein shall carry the meaning ascribed in the Loan Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to become effective as of the date executed by the Lender ("Effective Date").

CITY OF MADEIRA BEACH, FLORIDA

FLORIDA DEPARTMENT OF COMMERCE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY, SUBJECT ONLY TO FULL
AND PROPER EXECUTION OF THE
PARTIES.

OFFICE OF THE GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By _____

Approved Date: _____

TERM SHEET

Item 13A.

This loan facility (“Facility”) is provided by the Florida Department of Commerce (“Commerce”), located at 107 East Madison Street, Tallahassee Florida, 32399, to City of Madeira Beach, Florida (“Borrower”) 300 Municipal Drive, Madeira Beach, Florida 33708. Commerce and the Borrower are collectively referred to as the “Parties” and each individually as a “Party.”

Background. This Term Sheet sets out the terms and conditions pursuant to which Commerce will provide the Facility of up to \$3,148,500.00 to the Borrower for Governmental Operations, as that term is used in Section 288.066.

Full Documents. This Term Sheet is not intended to create a legal obligation between the Parties, and is intended only to set forth the terms under which the Facility will be offered, subject to the terms and execution of definitive documents embodying all of the terms and conditions between the Parties with respect to the Facility (the “Loan Documents”).

Working Capital Facility	
Nature and Purpose of the Facility	Commerce has agreed to provide the Borrower with a loan facility (the “Facility”) that is non-interest bearing for the term of the Facility.
Use of Funds	The use of funds will be limited to costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.
Amount of Facility	\$3,148,500.00
Fee	There is no fee associated with this Facility.
Interest Rate	During the term of the Facility interest shall not accrue. Subject to the Repayment Term section below, simple interest will accrue on an annualized basis on the Outstanding Principal at a rate of 3% (the “Interest Rate”).
Preconditions to Availability of Facility	Commerce is not obliged to provide the Facility to the Borrower until Commerce: <ul style="list-style-type: none">• has received a certified copy of one or more resolutions of the Borrower’s Board of Commissioners authorizing the execution and delivery of the Loan Documents;• has received one or more signed copies of the Loan Documents from the Borrower; and• has countersigned and returned to the Borrower the Loan Documents.
Availability of Facility	The Facility is available for disbursement immediately after the execution of all Loan Documents.
Repayment Term	Amounts outstanding (the “Outstanding Principal”) under the Facility may be repaid at any time without any penalty. The Borrower must repay the Outstanding Principal within 120 months (10 years) after executing all Loan Documents. Any amount outstanding under the Facility becomes immediately repayable in full on the earlier of: <ul style="list-style-type: none">• the termination of the Loan Documents (other than termination resulting from the conclusion of a formal agreement), or if a formal agreement was entered into incorporating the provisions of the Loan Documents, the formal agreement;• the occurrence of an Event of Default (which is not remedied within the time period required to remedy such a default after notice to that effect from Commerce).

Event of Default	<p>The Borrower will be given five business days to remedy an event of default for failure to pay an amount owing to Commerce and 10 business days to remedy any other default (other than insolvency type defaults).</p> <p>An event of default will occur where:</p> <ul style="list-style-type: none"> • the Borrower fails to pay any amounts owing under the Facility as and when due; • the Borrower fails to perform or observe any obligation under the Facility and does not remedy the failure within five business days after receipt of a notice; • any warranty, representation, or statement by the Borrower is or becomes false, misleading, or incorrect when made or regarded as made under the Loan Documents; and • there is a material adverse change in the Borrower's assets, liabilities, financial position, or prospects.
Representations and Warranties	<p>It is acknowledged that Commerce may require additional warranties to be provided by the Borrower.</p> <p>The Borrower represents and warrants upon execution of the Loan Documents that:</p> <ul style="list-style-type: none"> • it has consulted, and as appropriate obtained the review and opinions of, its legal counsel and accountants. • it has full power and authority to enter into and perform its obligations contemplated by Term Sheet and has taken all necessary action to authorize the execution, delivery, and performance thereof; • no event has occurred which constitutes an Event of Default; • it is solvent and able to pay its debts as and when they become due and payable; • all information furnished by the Borrower to the Lender in connection with this Term Sheet is true and correct in all respects and there are no other facts or circumstances of which it is aware that would render any such information misleading; • it has not violated any law or agreements which may have a material adverse effect on the business or financial condition of the Borrower; and • it has disclosed to Commerce any information which might reasonably be expected to adversely influence the decision of a lender to make a general borrowings facility available to the Borrower on terms and conditions similar to those contained in this Term Sheet. • it will, in good faith, take all steps necessary to facilitate the execution the Loan Documents, and the transactions contemplated thereby.
Indemnity	The Borrower will indemnify Commerce for all loss that it suffers occurring as a result of an Event of Default or Commerce exercising its powers as a result of an Event of Default.
Costs and Expenses	Except as otherwise set forth herein, each Party bears its own costs and fees, including attorney's fees.
Confidentiality	This Term Sheet is a public record, subject to the public record disclosure requirements of Article I, Section 24 of the Florida Constitution and Chapter 119 of the Florida Statutes.
Formal Documents	Commerce will prepare the Loan Documents incorporating the provisions set out above and other terms customarily found in a loan facility of this type.

2026 BOARD OF COMMISSIONERS MEETING SCHEDULE

Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL
“All meetings & Events listed are in the Commission Chambers.”
“Meetings, dates & times are subject to change.”

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Thursday, January 1, 2026	NEW YEAR'S DAY – City Holiday	
Wednesday, January 14, 2026	BOC Regular Meeting	6:00 PM
Monday, January 19, 2026	MARTIN LUTHER KING JR. DAY – City Holiday	
Wednesday, January 28, 2026	BOC Regular Workshop Meeting	2:00 PM
Wednesday, February 4, 2026	BOC Regular Meeting	6:00 PM
Wednesday, February 11, 2026	BOC Regular Workshop Meeting	4:00 PM
Monday, February 16, 2026	PRESIDENTS' DAY – City Holiday	
Tuesday, March 10, 2026	Municipal Election Day – (City Centre Room)	7 AM – 7 PM
Wednesday, March 4, 2026	BOC Regular Meeting	6:00 PM
Wednesday, March 18, 2026	BOC Regular Workshop Meeting	4:00 PM
A special BOC meeting to be scheduled - Induction Into Office for New Commissioners after the final Election Results are certified		
Wednesday, April 8, 2026	BOC Regular Meeting	6:00 PM
Wednesday, April 29, 2026	BOC Budget Workshop #1	2:00 PM
Wednesday, April 29, 2026	BOC Regular Workshop Meeting	4:00 PM
Wednesday, May 13, 2026	BOC Regular Meeting	6:00 PM
Monday, May 25, 2026	MEMORIAL DAY – City Holiday	
Wednesday, May 27, 2026	BOC Budget Workshop #2	2:00 PM
Wednesday, May 27, 2026	BOC Regular Workshop Meeting	4:00 PM
Wednesday, June 10, 2026	BOC Regular Meeting	6:00 PM
Friday, June 19, 2026	JUNETEENTH – City Holiday	
Wednesday, June 24, 2026	BOC Budget Workshop #3	2:00 PM
Wednesday, June 24, 2026	BOC Regular Workshop Meeting	4:00 PM
Friday, July 3, 2026	‘INDEPENDENCE DAY’ DAY OFF – City Holiday	
Wednesday, July 8, 2026	BOC Regular Meeting	6:00 PM
Wednesday, July 22, 2026	BOC Budget Workshop #4	2:00 PM
Wednesday, July 22, 2026	BOC Regular Workshop Meeting	4:00 PM

Wednesday, August 12, 2026	BOC Regular Meeting	6:00 PM
Wednesday, August 26, 2026	BOC Budget Workshop #5	2:00 PM
Wednesday, August 26, 2026	BOC Regular Workshop Meeting	4:00 PM
Monday, September 7, 2026	LABOR DAY – City Holiday	
Wednesday, September 9, 2026	BOC Special Meeting (<i>Tentative FY 2027 Millage & Budget-1st Reading & Public Hearing</i>)	5:45 PM
Wednesday, September 9, 2026	BOC Regular Meeting	6:00 PM
Wednesday, September 23, 2026	BOC Regular Workshop Meeting	4:00 PM
Wednesday, September 23, 2026	BOC Special Meeting (<i>Adoption of FY 2027 Millage & Budget-2nd Reading & Public Hearing</i>)	5:45 PM
Wednesday, October 14, 2026	BOC Regular Meeting	6:00 PM
Wednesday, October 28, 2026	BOC Regular Workshop Meeting	4:00 PM
Tuesday, November 10, 2026	BOC Regular Workshop (<i>date & time change due to Thanksgiving Holidays</i>)	4:00 PM
Tuesday, November 10, 2026	BOC Regular Meeting (<i>date & time change due to Thanksgiving Holidays</i>)	6:00 PM
Wednesday, November 11, 2026	VETERANS DAY – City Holiday	
Thursday, November 26, 2026	THANKSGIVING DAY – City Holiday	
Friday, November 27, 2026	DAY AFTER THANKSGIVING DAY – City Holiday	
Wednesday, December 9, 2026	BOC Regular Workshop (<i>date & time change due to Christmas & New Year's Holidays</i>)	4:00 PM
Wednesday, December 9, 2026	BOC Regular Meeting (<i>date & time change due to Christmas & New Year's Holidays</i>)	6:00 PM
Candidate Qualifying Period	NOON, Monday, December 7, 2026 through NOON, Friday, December 18, 2026, excluding weekends. <i>(Commissioner District 3 and Commissioner District 4) - March 9, 2027 Municipal Election</i>	
Thursday, December 24, 2026	CHRISTMAS EVE – City Holiday	
Friday, December 25, 2026	CHRISTMAS DAY – City Holiday	
Thursday, December 31, 2026	NEW YEAR'S EVE - City Holiday	
Friday, January 1, 2027	NEW YEAR'S DAY – City Holiday	

**Board of Commissioners
Meetings Report
(January 1, 2025 – December 31, 2025)**



Prepared By:
City Clerk
December 12, 2025

BOARD OF COMMISSIONERS – 01/01/2025 – 03/11/2025

Anne-Marie Brooks, Mayor (Mayor as of 6/14/2024)
 Ray Kerr, Commissioner District 2
 David Tagliarini, Vice Mayor/Commissioner District 1
 Eddie McGeehen, Commissioner District 3
 Housh Ghovae, Commissioner District 4 (appointed 7/10/2024)

TERM OF OFFICE

3-Year Term (03/2023 – 03/2025)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2023 – 03/2025)
 2-Year Term (07/2024 – 03/2025)

BOARD OF COMMISSIONERS – 03/12/2025 – 12/31/2025

Anne-Marie Brooks, Mayor
 Ray Kerr, Vice Mayor/Commissioner District 2
 David Tagliarini, Commissioner District 1
 Eddie McGeehen, Commissioner District 3
 Housh Ghovae, Commissioner District 4

TERM OF OFFICE

3-Year Term (03/2023 – 03/2028)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2022 – 03/2026)
 2-Year Term (03/2023 – 03/2027)
 2-Year Term (07/2024 – 03/2027)

ANNUAL SALARY - (City Charter, Section 2.2(B) and Ordinance 2023-23)

Mayor	\$10,000
District Commissioner	\$7,500

INDUCTION INTO OFFICE – MARCH 12, 2025, BOC REGULAR MEETING

- Anne-Marie Brooks, Mayor 3-Year Term (*New term to 03/2028*)
- Eddie McGeehen, District 3 Commissioner 2-Year Term (*New term to 03/2027*)
- Housh Ghovae, District 4 Commissioner 2-Year Term (*New term to 03/2027*)

APPOINTMENT OF VICE MAYOR – MARCH 12, 2025, BOC REGULAR MEETING

- Ray Kerr, Vice Mayor/Commissioner District 2 1-Year Term (03/2025-03/2026)

BOARD OF COMMISSIONERS MEMBERSHIP - OTHER GOVERNMENTAL BOARDS

- Mayor Anne-Marie Brooks
 - [Barrier Islands Governmental Council \(BIG C\)](#) – The BIG C, incorporated in 1990, is a governmental council including eleven municipalities residing on the west coast of Florida, from St. Pete Beach to Clearwater: Belleair Beach, Belleair Shore, Clearwater, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, Treasure Island.
 - [Emergency Medical Services Advisory Council \(EMS\)](#) - The EMS Advisory Council is responsible for evaluating Pinellas County's Emergency Medical Services system and making recommendations necessary to the EMS Authority on needs, problems, and opportunities relating to Emergency Medical Services.
 - [Forward Pinellas](#) – Mayor Brooks serves as Big C representative on the Forward Pinellas Board. Forward Pinellas is a land use and transportation planning agency that guides integrated transportation and land use solutions, sustaining economic value by connecting the communities of Pinellas County and the Tampa Bay region. The agency is charged with addressing countywide land use and transportation concerns, as both the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization. Forward Pinellas not only provides a forum for countywide decision-making on transportation and land-use issues, but also offers technical support, regional coordination, and policy advice and guidance to Pinellas County's 24 cities and unincorporated areas.

- [Mayors' Council of Pinellas County](#) – The primary objective of the Mayors' Council is to promote improvement and efficiency in municipal government, promote cooperation between officials of the municipalities of Pinellas County, and secure legislation that would be beneficial to its municipalities. The Mayor's Council was formally established on May 3, 1977. Its membership consists of the mayors of the chartered municipalities of Pinellas County and other individuals who wish to be involved in council meetings.
- [Tampa Bay Beaches Chamber](#) (Member of the Board of Directors) – The Tampa Bay Beaches Chamber is a diverse group of businesses spread along the Gulf Beaches of Pinellas County, from Tierra Verde to Clearwater Beach. They take great pride in where they live, work, and play, and are there to help everyone discover new places to visit, shop, and live like a local along the beautiful Gulf Beaches.
- [Tampa Bay Regional Planning Council \(TBRPC\)](#) – The TBRPC serves the citizens and member governments by providing a forum to foster communication, coordination, and collaboration in identifying and addressing regional issues and needs.
 - [2025-2029 Initiatives Plan – A Five-Year Strategic Roadmap](#)
- Commissioner David Tagliarini
 - [Gulf Beaches Public Library Board](#) (Alternate trustee member) – The primary purpose of the Gulf Beaches Public Library Board is to govern and oversee the operations of the Gulf Beaches Public Library, ensuring it effectively serves the community's educational, recreational, and cultural needs. The Board is responsible for establishing library policies, managing finances, and advocating for the library's role within the community. The Board, composed of members appointed by the five municipalities it serves (Treasure Island, Madeira Beach, Redington Beach, North Redington Beach, and Redington Shores), provides the overall direction for the library.
 - Pinellas Public Library Cooperative <https://pplc.us/>

CONVERSATIONS WITH THE MAYOR

- May 6, 2025, American Legion Post 273, 600, American Legion Drive, Madeira Beach
- May 29, 2025, Archibald Memorial Beach Park, 15100 Gulf Blvd., Madeira Beach
- June 18, 2025, Gulf Beaches Public Library, 200 Municipal Dr, Madeira Beach
- July 16, 2025, Friendly Fisherman Seafood Restaurant, 150 John's Pass Boardwalk, Madeira Beach
- August 20, 2025, Cambria Hotel St. Petersburg - Madeira Beach 15015, Madeira Way, Madeira Beach
- September 18, 2025, Holiday Isles Elks #1912, 14111 E Parsley Dr, Madeira Beach
- October 22, 2025, Daiquiri Shack Raw Bar & Grille, 14995 Gulf Blvd, Madeira Beach
- November 20, 2025, Bamboo Beach Bar & Grill, 13025 Village Blvd, Madeira Beach
- December 17, 2025, Caddy's Madeira Beach, 14080 Gulf Blvd., Madeira Beach, FL 33708

BOARD OF COMMISSIONERS TRAINING (City Hall)

- July 16, 2025, Florida League of Cities 4-Hour State Mandated Ethics Training Webinar

BOARD OF COMMISSIONERS MEETING ATTENDANCE

- January 8, 2025, BOC Regular Meeting – *All present*
- January 22, 2025, BOC Regular Workshop – *All present*
- February 12, 2025, BOC Regular Meeting – *All present*

- February 26, 2025, BOC Joint Workshop with Civil Service Commission – *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Special Meeting (for a shade meeting) - *Vice Mayor Tagliarini and Commissioner McGeehen absent*
- February 26, 2025, BOC Regular Workshop - *All present*
- March 12, 2025, BOC Regular Meeting – *All present*
- March 26, 2025, BOC Budget Workshop Meeting – *All present*
- March 26, 2025, BOC Regular Workshop Meeting - *All present*
- April 2, 2025, BOC Regular Meeting – *All present*
- April 16, 2025, BOC Budget Workshop Meeting – *All present*
- April 16, 2025, BOC Regular Workshop Meeting – *All present*
- May 14, 2025, BOC Regular Meeting – *All present*
- May 28, 2025, BOC Budget Workshop – *Commissioner Tagliarini absent*
- May 28, 2025, BOC Regular Workshop Meeting – *All present*
- June 11, 2025, BOC Regular Meeting – *All present*
- June 25, 2025, BOC Budget Workshop – *Commissioner Tagliarini absent*
- June 25, 2025, BOC Regular Workshop – *Commissioner Tagliarini absent*
- July 9, 2025, BOC Regular Meeting – *Commissioner Tagliarini absent*
- July 23, 2025, BOC Budget Workshop – *All present*
- July 23, 2025, BOC Special Meeting – *All present*
- July 23, 2025, BOC Regular Workshop – *All present*
- August 13, 2025, BOC Regular Meeting – *All present*
- August 21, 2025, BOC Special Workshop Meeting – *All present*
- August 27, 2025, BOC Budget Workshop – *All present*
- August 27, 2025, BOC Regular Workshop – *All present*
- September 10, 2025, BOC Special Meeting – *All present*
- September 10, 2025, BOC Regular Meeting – *All present*
- September 24, 2025, BOC Special Meeting – *All present*
- September 24, 2025, BOC Regular Workshop – *All present*
- October 1, 2025, BOC Regular Meeting – *All present*
- October 22, 2025, BOC Regular Workshop – *All present*
- November 12, 2025, BOC Regular Workshop – *All present*
- November 12, 2025, BOC Regular Meeting – *All present*
- November 25, 2025, BOC Special Meeting – *Commissioner McGeehen absent*
- December 10, 2025, BOC Regular Workshop – *All present*
- December 10, 2025, BOC Regular Meeting - *All present*

November 12, 2025, BOC Regular Meeting – The Board of Commissioners voted to change the BOC Regular Workshop Meetings from 6:00 p.m. to 4:00 p.m. (Jan 28, 2026 Regular Workshop; 2:00 p.m.) – Dates and Times subject to change.

MEETING AGENDA ITEMS

PROCLAMATIONS

February 26, 2025, BOC Regular Workshop Meeting

- Flood Awareness Week Proclamation; March 3 – 9, 2025

April 2, 2025, BOC Regular Meeting

- 56th Annual Professional Municipal Clerks Week; May 4-10, 2025

May 14, 2025, BOC Regular Meeting

- National Safe Boating Week; May 17-23, 2025

June 11, 2025, BOC Regular Meeting

- USFSP YMCA Youth in Government Civic Fellows Day; June 11, 2025

July 9, 2025, BOC Regular Meeting

- Parks and Recreation Month; July 2025

October 1, 2025, BOC Regular Meeting

- Florida City Government Week; October 20-26, 2025

PRESENTATIONS

January 8, 2025, BOC Regular Meeting

- Senator Nick DiCeglie – Hurricanes and storm-related issues. He offered his assistance and asked that the City of Madeira Beach consider him a resource to help do whatever is necessary to help Madeira Beach move forward.

February 12, 2025, BOC Regular Meeting

- Madeira Beach Fire Department – Introduction of New Hires
- Madeira Beach Fire Department – Firefighter of the Year, 2025
- Madeira Beach Fire Department – Promotions
- Madeira Beach Fire Department – Recognition of Years of Service

July 9, 2025, BOC Regular Meeting

- Mosquito Control & Vegetation Management – Pinellas County
- Preparing Your Organization for a Major Hurricane – Presentation by Mayor Brooks

August 13, 2025, BOC Regular Meeting

- Check Presentation – PCSO Explorer Post

August 27, 2025, BOC Regular Workshop

- Frontier Communications' Infrastructure – Repair/Removal
- Property Insurance, Jim Everett & Jake Holehouse

September 10, 2025, BOC Regular Meeting

- Madeira Beach Fire Department – Promotion, Paramedic School Completion

October 1, 2025, BOC Regular Meeting

- Check Presentation: Florida Representative Linda Changey

October 22, 2025, BOC Regular Workshop

- Presentations: Lobbyists
- Presentation: Grantworks, Inc.
- Presentation- Kimley-Horn Presentation (Strategic Planning and Grant Services Overview)

November 12, 2025, BOC Regular Workshop Meeting

- Florida Association of City Clerks (FACC) Central West Director Lisa Morris

November 12, 2025, BOC Regular Meeting

- Recognitions: Water Rescue Incident

APPROVAL OF MINUTESJanuary 8, 2025, BOC Regular Meeting – *Approved 5-0*

- 12-11-2024, BOC Regular Meeting Minutes
- 12-11-2024, BOC Regular Workshop Meeting

February 12, 2025, BOC Regular Meeting – *Approved 5-0*

- 01-08-2025, BOC Regular Meeting Minutes
- 01-22-2025, BOC Regular Workshop Meeting Minutes

March 12, 2025, BOC Regular Meeting – *Approved 5-0*

- 02-12-2025, BOC Regular Meeting Minutes
- 02-26-2025, BOC Special Meeting Minutes (for a Shade Meeting)
- 02-26-2025, BOC Joint Workshop Meeting with Civil Service Commission Meeting Minutes
- 02-26-2025, BOC Regular Workshop Meeting

April 2, 2025, BOC Regular Meeting – *Approved 5-0*

- 03-12-2025, BOC Regular Meeting Minutes

May 14, 2025, BOC Regular Meeting – *Approved 5-0*

- 03-26-2025, BOC Budget Workshop Meeting Minutes
- 03-26-2025, BOC Regular Workshop Meeting Minutes
- 04-02-2025, BOC Regular Meeting Minutes
- 04-16-2025, BOC Budget Workshop Meeting Minutes
- 04-16-2025, BOC Regular Workshop Meeting Minutes

June 11, 2025, BOC Regular Meeting – *Approved 5-0*

- 05-14-2025, BOC Regular Meeting Minutes
- 05-28-2025, BOC Budget Workshop Meeting Minutes

- 05-28-2025, BOC Regular Workshop Meeting Minutes

July 9, 2025, BOC Regular Meeting – Approved 4-0

- 06-11-2025, BOC Regular Meeting Minutes
- 06-25-2025, BOC Budget Workshop Meeting Minutes
- 06-25-2025, BOC Regular Workshop Meeting Minutes

August 13, 2025, BOC Regular Meeting – Approved 5-0

- 07-09-2025, BOC Regular Meeting Minutes
- 07-23-2025, BOC Budget Workshop Meeting Minutes
- 07-23-2025, BOC Special Meeting Minutes
- 07-23-2025, BOC Regular Workshop Meeting Minutes

September 10, 2025, BOC Regular Meeting – Approved 5-0

- 08-13-2025, BOC Regular Meeting Minutes
- 08-21-2025, BOC Workshop Meeting Minutes – Discussion on City Manager
- 08-27-2025, BOC Budget Workshop Meeting Minutes
- 08-27-2025, BOC Regular Workshop Meeting Minutes

October 1, 2025, BOC Regular Meeting – Approved 5-0

- 09-10-2025, BOC Special Meeting Minutes
- 09-10-2025, BOC Regular Meeting Minutes
- 09-24-2025, BOC Special Meeting Minutes

November 12, 2025 BOC Regular Meeting – Approved 5-0

- 09-24-2025, BOC Regular Workshop Meeting Minutes
- 10-01-2025, BOC Regular Meeting Minutes
- 10-22-2025, BOC Regular Workshop Meeting Minutes

December 10, 2025 BOC Regular Meeting – Approved 5-0

- 11-12-2025, BOC Regular Workshop Meeting Minutes
- 11-12-2025, BOC Regular Meeting Minutes
- 11-25-2025, BOC Special Meeting Minutes

PUBLIC HEARINGS – ORDINANCES

Ordinance 2025-01, New Personnel Policy (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop Meeting with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
Mayor Brooks wanted certain changes made. The City Attorney asked that they approve the ordinance as written, and he would bring the changes back in redlines and underlines at the April

2, 2025, BOC Regular Meeting, so they could see them. If the changes are acceptable on second reading, they will be adopted as amended.

- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0 with the changes made on first reading brought back to them at second reading.* Mayor Brooks disagreed with the comment regarding allowing the City Manager to determine how long someone would be required to work for the City if the City paid their tuition. It could show bias or favoritism. One might be required to work one year, and someone else three or five years. She would like that brought back for discussion at the next workshop. They could also discuss language changes to sections that the City Clerk's Office listed for city charter consistency with language. The Board consented.
- April 16, 2025, BOC Regular Workshop – Tuition Reimbursement. The City Attorney says that the personnel policy states that approval of any specific reimbursement request is at the sole discretion of the human resources staff, who must weigh all relevant facts and policies in granting or denying any request. The human resources staff decides how long someone should stay after completing the course. The Mayor said that it is a problem. It would not be fair to let a single individual determine how long a person should stay after tuition reimbursement because favoritism could come into play. That is the reason she asked that the policy come back to them. She would rather “a year” be placed there. The Board consented to a one-year commitment for an associate's degree, a two-year commitment for a bachelor's degree, and a two-year commitment for a master's degree. The City Attorney will bring an amendment to Ordinance 2025-01 to May 14, 2025, BOC Regular Meeting for 1st Reading & Public Hearing to make the changes. *BOC did not revisit the ordinance on May 14, 2025.*

Ordinance 2025-02, Amendment to Civil Service Commission Duties & Responsibilities (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop with Civil Service Commission
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-03, Post Termination Hearings; Hearing Officer (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 5 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 29, 2025, Civil Service Commission Meeting
- February 26, 2025, BOC Joint Workshop with Civil Service Commission
- March 12, 2025, BOC Regular – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-04, Planned Development (Adopted 03/12/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 4-1 with removal of a paragraph (Commissioner Tagliarini against)*

Section 110-387, Permitted uses and dimensional regulations (p. 248 of packet) - REMOVED third paragraph: “PD developments located in the Traditional Village, Commercial Core, Boardwalk, and Low Intensity Mixed Use Character Districts of the John's Pass Village Activity Center cannot exceed the height limits prescribed in Appendix D – John's Pass Village Activity Center Development Standards.”

Ordinance 2025-05, Temporary Shelters on Residential Property (Adopted 03/12/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- December 11, 2024, BOC Regular Workshop (Agenda Item 6.B. RVs & Campers)
- January 22, 2025, BOC Regular Workshop
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-06, Amendment to Capital Improvement Element of the Comprehensive Plan (Adopted 03/12/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-07, Adult Use Restriction (Adopted 03/12/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE AGE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-08, Amendment to Fees & Collections Manual (Adopted 03/12/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 22, 2025, BOC Regular Workshop (Agenda Item 7. B. Declared Disaster Sanitation Fee)
- February 12, 2025, BOC Regular Meeting - 1st Reading & Public Hearing – *Approved 5-0*
- March 12, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-09, Districts (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V. (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-10, Accessory Structures (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONES TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-11, Alcoholic Beverages (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI. (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6. (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS; REMOVING REFERENCES TO C-2, JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop (Agenda Item 6. A., Updates to the Code for C-1 and C-2 Zoning District)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-12, Amendment to Fees and Collection Procedures Manual – Rental Pricing for City Facilities (Recreation Center, Recreation Complex, and City Centre Room) (Adopted 04/02/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY HALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR; REPEALING ORDINANCE 2025-08; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- February 26, 2025, BOC Regular Workshop Discussion – Facility Rental Fee updates (Agenda Item 9. C. Facility Rental Fee Updates)
- March 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- April 2, 2025, BOC Regular Meeting - 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-13, Amendment to Fees and Collection Procedures Manual – To change rates for Overnight Parking and City Development Fees, & Rework certain Development Services (Adopted 06/11/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE CHANGES TO THE RATES OF OVERNIGHT PARKING AND CITY DEVELOPMENT FEES AND REWORD CERTAIN DEVELOPMENT SERVICES; REPEALING ORDINANCE 2025-12; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- June 11, 2025, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-14, Amendment to Chapter 14, Article IV. Moving of Structures to address elevating structures in the same footprint (Adopted 8/13/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE IV (MOVING OF STRUCTURES) OF CHAPTER 14 (BUILDINGS AND BUILDING REGULATIONS) OF THE CODE OF ORDINANCES TO REVISE THE TITLE OF SAID ARTICLE TO ELEVATION AND RELOCATION OF STRUCTURES; TO ESTABLISH REQUIREMENTS FOR ELEVATION PERMITS, REQUIRE DOCUMENT SUBMITTALS, PROVIDE FOR SETBACKS AND ADDRESS CONDITIONS OF PERMIT ISSUANCE FOR THE ELEVATION OF EXISTING STRUCTURES WHERE THE STRUCTURE REMAINS WITHIN THE ORIGINAL HORIZONTAL FOOTPRINT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- June 25, 2025, BOC Regular Workshop
- July 9, 2025, BOC Regular Meeting – Discussion
- July 23, 2025, BOC Special Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- July 23, 2025, BOC Regular Workshop – There was no discussion on the item
- August 13, 2025, BOC Regular Meeting – 2nd Reading & Public Hearing - *Approved 5-0*

Ordinance 2025-15, FY 2026 Final Millage Rate (Adopted 09/24/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING THE MILLAGE RATE FOR FISCAL YEAR 2026, PROVIDING AND ANNOUNCING THE NAME OF THE TAXING AUTHORITY, THE ROLLED BACK MILLAGE RATE, THE PERCENTAGE DECREASE BELOW THE ROLLED BACK MILLAGE RATE, AND THE MILLAGE RATE TO BE LEVIED AND PROVIDING FOR AN EFFECTIVE DATE.

- July 23, 2025, BOC Special Meeting – *Approved 5-0, keep current millage rate of 2.7500 mills*
- September 10, 2025, BOC Special Meeting (Tentative) – 1st Reading & Public Hearing – *Approved 5-0*
- September 24, 2025, BOC Special Meeting (Final) – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-16, FY 2026 Preliminary Budget- (Adopted 09/24/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, AND PROVIDING FOR AN EFFECTIVE DATE.

- 2025 Budget Workshops
- September 10, 2025, BOC Special Meeting (Tentative) – 1st Reading & Public Hearing – *Approved 5-0*
- September 24, 2025, BOC Special Meeting (Final) – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-17, Amending Chapter 14, Sections 14-30, 14-31, and 14-32 of Article II. Technical Codes and Standards to Remove References to Outdated Technical Codes and Standards (Adopted 10/1/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTIONS 14-30, 14-31 AND 14-32 OF ARTICLE II. - TECHNICAL CODES AND STANDARDS OF CHAPTER 14 OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES TO REMOVE REFERENCES TO OUTDATED TECHNICAL CODES AND STANDARDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- August 27, 2025, BOC Regular Workshop
- September 10, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- October 1, 2025, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-18, Amendment to Fees and Collection Procedures Manual – Extending Permit Fees Waiver to March 26, 2026 (Adopted 11/12/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. - FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR A CHANGE TO THE BUILDING PERMIT FEE WAIVER DATE; REPEALING ORDINANCE 2025-13; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- August 27, 2025, BOC Regular Workshop
- September 24, 2025, BOC Special Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- November 12, 2025, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-19, C-3 Zoning District Setbacks (Adopted 12/10/2025)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, AMENDING CHAPTER 110 (ZONING) ARTICLE V. – DISTRICTS, DIVISION 7. - C-3, RETAIL COMMERCIAL, SECTION 110-321. - SETBACK REQUIREMENTS, OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO REDUCE THE FRONT AND SIDE SETBACKS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- October 22, 2025, BOC Regular Workshop
- November 12, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- December 10, 2025, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2025-20, Certified Recovery Residences

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE VI (SUPPLEMENTAL DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) THE LAND DEVELOPMENT REGULATIONS BY CREATING DIVISION 16, "CERTIFIED RECOVERY RESIDENCES"; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REQUESTS FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR REVOCATION OF REASONABLE ACCOMMODATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

- November 12, 2025, BOC Regular Workshop
- December 10, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- **January 14, 2026, BOC Regular Meeting – 2nd Reading & Public Hearing -**

PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

January 8, 2025, BOC Regular Meeting

- 4COP Special Food Service Establishment Alcoholic Beverage License ABP 2025-01 - Dockside Dave's Restaurant, located at 14701 and 14703 Gulf Blvd., Madeira Beach – *Approved 5-0*

June 11, 2025, BOC Regular Meeting

- 2COP Alcoholic Beverage License ABP 2025-03 - Belleair Market Johns Pass, 111 Boardwalk Place West, Suite 103, Madeira Beach – *Approved 5-0*
- 4COP Alcoholic Beverage License ABP 2025-02 – Barefoot Beach Resort South, LLC, 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2, Madeira Beach – *Approved 3-2, Vice Mayor Kerr and Commissioner Tagliarini voted against.*

August 13, 2025, BOC Regular Meeting

- 2COP Alcoholic Beverage License ABP 2025-04 – Corner Kitchen and Coffee House, 13999 Gulf Boulevard #C2, Madeira Beach – *Approved 5-0*

November 12, 2025, BOC Regular Meeting

- ABP 2025-05 Beach Bar LLC - Special Food Service Establishment (4COP) Alcoholic Beverage License with stated intent to sell beer, wine, and liquor for consumption on the relocated premises of the Saltwater Hippie Beach Bar 15045 Madeira Way, Madeira Beach, Florida, 33708 - *Approved 5-0*

December 10, 2025, BOC Regular Meeting

- Quota (4COP) Alcoholic Beverage License Application ABP 2025-06 for the sale of beer, wine, and liquor for consumption on premises at Dockside Dave's Restaurant, 14701 Gulf Blvd and 14703 Gulf Blvd, Madeira Beach, Florida 33708, 33708 – *Approved 5-0*
- 2APS (Retail Packaged Beer & Wine) Alcoholic Beverage License Application ABP 2025-07 for the sale of beer and wine package sales for off-premises consumption at John's Pass Convenience Store & Rentals, 13045 Gulf Blvd, Madeira Beach, Florida 33708 – *Approved 5-0*
- 4COP Special Food Service Establishment Alcoholic Beverage License Application ABP 2025-08 with stated intent to sell beer, wine, and liquor for consumption on premises at Broke N Board Bar & Grill, 15015 Madeira Way, Suite 100, Madeira Beach, Florida 33708 – *Approved 5-0*

RESOLUTIONS

Resolution 2025-01, Public Records Exemption Resolution (Adopted 03/12/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- March 12, 2025, BOC Regular Meeting – *Approved 5-0*.

Resolution 2025-02, BOC Policy Handbook (Adopted 05/14/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2024-02; AND PROVIDING FOR AN EFFECTIVE DATE.

- March 26, 2025, BOC Regular Workshop
- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-03, Pinellas 2025 Local Mitigation Strategy (LMS) Plan (Adopted 05/14/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE 2025 PINELLAS COUNTY LOCAL MITIGATION STRATEGY; REPEALING RESOLUTION 2020-12; ADOPTING THE LOCAL MITIGATION STRATEGY AS THE CITY OF MADEIRA BEACH FLOODPLAIN MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

- April 16, 2025, BOC Regular Workshop
- May 14, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-04, Adopting Ceremonial Items Policy (Adopted 07/09/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A CEREMONIAL ITEMS POLICY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- April 16, 2025, BOC Regular Workshop
- May 28, 2025, BOC Regular Workshop
- June 25, 2025, BOC Regular Workshop
- July 9, 2025, BOC Regular Meeting – *Approved 4-0*
- July 23, 2025, BOC Regular Workshop – Discussed participation, selection

Resolution 2025-05, Amendment to Emergency Operations Plan (EOP) (Adopted 06/11/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR THE ADOPTION OF THE CITY OF MADEIRA BEACH EMERGENCY OPERATIONS PLAN DATED JUNE 11, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

- May 28, 2025, BOC Regular Workshop Meeting
- June 11, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-06, FY 2025 Budget Amendment #1 (Adopted 06/11/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2025 (OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE ARCHIBALD PARK FUND, AND THE SANITATION FUND; AND PROVIDING FOR AN EFFECTIVE DATE

- May 28, 2025, BOC Budget Workshop Meeting
- June 11, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-07, One-Year Moratorium on Local Mobility Impact Fees (Adopted 07/23/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE IMPOSITION AND COLLECTION OF THE MOBILITY FEE REQUIRED PURSUANT TO CHAPTER 92 (PROPORTIONATE SHARE DEVELOPMENT FEE) OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES UNTIL JULY 31, 2026; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

- July 23, 2025, BOC Special Meeting – *Approved 5-0*

Resolution 2025-08, Plat Approvals (Adopted 08/13/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR THE DESIGNATION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND THE COMMUNITY DEVELOPMENT DIRECTOR AND ANY SUCCESSOR DEPARTMENT OR DIVISION AS THE ADMINISTRATIVE AUTHORITY WITH THE POWER AND DUTY TO RECEIVE, REVIEW, PROCESS, APPROVE, AND DENY THE SUBMISSION OF APPLICATIONS FOR PLATS AND REPLATS IN THE CITY OF MADEIRA BEACH; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

- August 13, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-09, Updated Madeira Beach Master Plan (Adopted 11/12/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING AN UPDATED MADEIRA BEACH MASTER PLAN; REPEALING RESOLUTION 02.21 AND PROVIDING FOR AN EFFECTIVE DATE.

- April 16, 2025, BOC Regular Workshop
- October 22, 2025, BOC Regular Workshop
- November 12, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-10, Plat Approvals (Adopted 10/01/2025)

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, DESIGNATING AUTHORIZED SIGNERS OF BANKING DOCUMENTS FOR THE CITY OF MADEIRA BEACH; BY REPEALING RESOLUTION 2022-03 AND ANY OTHER RESOLUTION IN CONFLICT HEREWITH; AND BY PROVIDING FOR AN EFFECTIVE DATE.

- October 1, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-11, FY 2025 Budget Amendment #2 (Adopted 11/12/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2025 (OCTOBER 1, 2024 THROUGH

SEPTEMBER 30, 2025) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

- November 12, 2025, BOC Regular Workshop
- November 12, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-12, Reimbursement of Capital Expenditures (Adopted 11/12/2025)

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED WITH PROCEEDS OF A FUTURE FINANCING OR FINANCINGS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

- November 12, 2025, BOC Regular Workshop
- November 12, 2025, BOC Regular Meeting – *Approved 5-0*

Resolution 2025-13, Emergency Bridge Loan (Pulled from Agenda 11/12/2025)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED LOAN DOCUMENTS BETWEEN THE CITY AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A PRINCIPAL AMOUNT OF \$3,148,500.00 TO FUND GOVERNMENTAL OPERATIONS; MAKING CERTAIN FINDINGS OF PARAMOUNT PUBLIC PURPOSE; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE INDEBTEDNESS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE PROMISSORY NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING AN OFFICIAL WITH AUTHORITY TO EXECUTE DOCUMENTS WITH RESPECT TO THE LOAN; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

- November 12, 2025, BOC Regular Workshop (*Tabled following discussion*)
- November 12, 2025, BOC Regular Meeting (*Pulled*)

Resolution 2025-14, Opting Out of Providing the 80-120% AMI “Missing Middle” Property Tax Exemption to Developments that would otherwise Qualify pursuant to House Bill 7073 (Adopted 12/10/2015)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, OPTING OUT OF PROVIDING THE 80-120% AMI “MISSING MIDDLE” PROPERTY TAX EXEMPTION TO DEVELOPMENTS THAT WOULD OTHERWISE QUALIFY PURSUANT TO HOUSE BILL 7073; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- December 10, 2025, BOC Regular Meeting – *Approved 5-0*

CONTRACTS/AGREEMENTS/PURCHASES/LEASES

- JCB 35Z-1 Compact Excavator Purchase – Sourcewell Contract - \$59,040
 - January 8, 2025, BOC Regular Meeting – *Approved 5-0*
- Tampa Bay Psychology Services LLC Agreement for Psychological Evaluation and Counseling Services for Fire Personnel @ \$165.00 per individual counseling session
 - January 22, 2025, BOC Regular Workshop Meeting

- February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Public Works/Satellite Building Department Design – Engineering proposal with Pennoni for the public works building for \$62,050.00
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 4-1; Commissioner Kerr voted against*
- Public Works/Satellite Building Change Order – Architectural & Structural Engineering Services - \$88,610.00
 - March 26, 2025, BOC Regular Workshop Meeting
 - April 2, 2025, BOC Regular Meeting – *Approved 3-2*
- AAA Florida Traffic Safety Grant – to increase the road for the firefighters while responding to an accident or an emergency call - \$5,400
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Saltwater Destination Agreement – 2nd Amendment - Five-year extension from October 22, 2024, through October 21, 2029, to provide chairs and umbrellas on the sand in front of Archibald Park. - \$12,000 Annual Payment
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Rebuilding Madeira Beach – Watershed Management Plan – Contract with Advanced Engineering for the Preliminary Program Development, Document Review, and Support Services - \$89,865.81
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Emergency Bridge Loan Program – Request for Application (up to 10-YR Term, 0% Interest for full term)
 - January 22, 2025, BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Meeting – *Approved 5-0, for Finance to apply for the loan*
- DSK Law Engagement Letter to serve as Special Magistrate for the City of Madeira Beach - \$210 per hour plus costs for each actual attorney hour worked and \$65 per hour for each paralegal hour worked in regard to engagement.
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- CAP Government Agreement – Building Services (Piggyback agreement with City of Dania Beach, FL – expires in May 2025 unless renewed)
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Mobi-Mat Purchase for John's Pass North Jetty - \$6,205.00
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 4-1 (Commissioner Ghovaei against)*

- Rear Load Containers Purchase from Iron Containers - \$36,145.00
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- ITB 25-02 Rear Load Replacement Containers Purchase from Iron Container - \$30,000 average annual purchase (3-YR Sales Agreement)
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Archibald Parking Lot and 142nd Beach Access Repair - \$494,680 (Piggyback Contract with City of Largo, FL with Keystone Excavators, Inc.)
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
 - April 16, 2025, BOC Regular Workshop Meeting – Project Update
- RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs – Contract with Grossz Construction Company, Inc. - \$57,700.00
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Master Pyro, LLC – Fireworks Displays – (\$5,000.00 for the March 16th display, \$5,000.00 for the May 4th display, \$20,000.00 for the July 3rd display, and \$5,000.00 for the November 9th display)
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Facility Use Agreement with Burton Meiring, LLC dba as Simple Weddings (Receive 25% discount on rental rates listed in the Madeira Beach Fees and Collection Manual)
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Automated Side Load Garbage Truck Lease Agreement - \$8,500 per month (13-month Lease)
 - March 26, 2025, BOC Regular Workshop Meeting
 - April 2, 2025, BOC Regular Meeting – *Approved 5-0*
- Amendment to Kimley-Horn and Associates, Inc., Consulting and Design Services Agreement
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- Interlocal Agreement with the City of Largo for Storm Debris Management, Site Lot 14 Utilization for 90-day Period - \$500.00 per Storm (5-YR Term with option to renew for an additional four, one-year terms)
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 14, 2025, BOC Regular Meeting – *Approved 5-0*

- ITB 25-05, Area 3 Roadway & Drainage Improvement Contract with Harbor Contracting, LLC - \$7,155,457.44
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project – Reimbursement to the City for \$1,430,000.00
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- ITB 25-06, Boca Ciega Street End Project, \$149,998.42, includes 10% contingency in the event of an unforeseen issue during construction [They must show evidence to pay contingency]
 - January 22, 2025 BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 26, 2025, BOC Regular Workshop Meeting
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 28, 2025, BOC Regular Workshop Meeting
 - June 11, 2025, BOC Regular Meeting - *Approved 5-0*
- ITB 25-07, Military Court of Honor, \$225,823.02, includes 10% contingency in the event of an unforeseen issue during construction [Must have evidence to pay contingency]
 - January 22, 2025 BOC Regular Workshop Meeting
 - February 12, 2025, BOC Regular Workshop Meeting
 - March 26, 2025, BOC Regular Workshop Meeting
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 28, 2025, BOC Regular Workshop Meeting
 - June 11, 2025, BOC Regular Meeting – *Approved 5-0*
- RFI No. 25-09 Engineering Consultant and Design Services Discussion & Approval
 - May 28, 2025, BOC Regular Workshop Meeting
 - June 11, 2025, BOC Regular Meeting – *Approved 5-0, approved the Preference List and Agreements in the Agenda Packet*
- City of Madeira Beach Fire Station Settlement Agreement
 - May 14, 2025, BOC Regular Meeting – *Approved 5-0*
- Master Agreement UF, Task Order 08: Impact Fees, \$30,000
 - April 16, 2025, BOC Regular Workshop Meeting
 - May 28, 2025, BOC Regular Workshop Meeting
 - June 11, 2025, BOC Regular Meeting – The Board asked that the item be brought back for discussion at the July BOC Workshop with a presentation and to discuss it earlier in the meeting.
- RFP No. 25-10 Financial Auditing Services
 - June 11, 2025, BOC Regular Meeting – The Board consented to Mr. Laflin sending out the RFP. The Board of Commissioners will serve as the Auditing Committee. They will be

provided with the proposals received one month in advance of the first meeting to grade and evaluate them.

- August 27, 2025, BOC Regular Workshop
- October 1, 2025, BOC Regular Meeting – *Approved 5-0 to select Mauldin & Jenkins to provide auditing services for the City*
- Interlocal Agreement with Pinellas County for Multimodal Impact Fee Coordination (City to retain 50% of Collected Fees)
 - May 28, 2025, BOC Regular Workshop Meeting
 - July 23, 2025, BOC Special Meeting – *Approved 5-0*
- FY 2026 Gulf Beaches Public Library Annual Budget for Madeira Beach - \$99,078.00
 - July 23, 2025, BOC Regular Workshop – *Consented to extending budget deadline*
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0 to approve budget*
 - October 1, 2025, BOC Regular Meeting – *Approved 5-0 the approve Agreement*
- FY 2026 PCSO Annual Law Enforcement Services Contract - \$1,802,352.00
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- 2026 John Deere Gator Purchase - \$23,355.00
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- TruVac Trailer Purchase - \$143,570.00
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 4-1, Commissioner Ghovaei voted against*
- Interlocal Agreement with Thompson Consulting Services for Debris Monitoring
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- Pinellas County Joint Participation Agreement Area 5 (Engineer Estimated \$3,626,153.00 & Pinellas County Contribution (JPA) \$1,555,378.00)
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- Area 3 Construction Engineering Inspection (CEI) Approval – Al Carrier's Company \$185,000
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- Special Event Agreement – ROC Park – Drop Dead Beach Bash
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0*
- Agreement to Purchase Property at 50 153rd Avenue (City bid \$4.6 million)

- July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 5-0 to direct City Manager to write a letter to the property owner to end the contract.*
- Stormwater Station Generator Replacement located at 14101 N. Bayshore Drive \$69,633.47
 - August 27, 2025, BOC Regular Workshop
 - September 10, 2025 BOC Regular Meeting – *Approved 5-0*
- Diocese of Southwest Florida, Inc. Parking Lot License Agreement
 - August 27, 2025, BOC Regular Workshop
 - September 10, 2025, BOC Regular Meeting – *Approved 5-0*
- FDOT Debris Staging Area Agreement for Archibald and Johns Pass Park
 - August 27, 2025, BOC Regular Workshop
 - September 10, 2025, BOC Regular Meeting – *Approved 5-0*
- Bay Point Causeway and Drive Milling and Resurfacing Proposal (Contract – Void)
 - August 27, 2025, BOC Regular Workshop
 - September 10, 2025, BOC Regular Meeting – *Approved 5-0*
- Interlocal Agreement with Pinellas County for Cooperative Emergency Procurements of Disaster Debris Collection & Monitoring and Management Services
 - August 27, 2025, BOC Regular Workshop
 - September 10, 2025, BOC Regular Meeting – *Approved 5-0*
- City Manager Resignation Agreement
 - August 21, 2025, BOC Special Meeting - *discussion*
 - September 10, 2025, BOC Regular Meeting – *Approved city manager resignation agreement and made his last day on 9/10/2025 - Approved 5-0*
- Appointment of Acting City Manager (Salary \$4,500 Monthly)
 - August 21, 2025, BOC Special Meeting
 - September 10, 2025, BOC Regular Meeting – *Approved Fire Chief Clint Belk to serve as temporary acting city manager – Approved 5-0*
 - October 1, 2025, BOC Regular Meeting - Acting City Manager Pay - \$4,500 monthly salary – *Approved 5-0*
- Recruiting Firm to advertise City Manager and Other Senior Vacations
 - August 21, 2025, BOC Special Meeting
 - September 10, 2025, BOC Regular Meeting – *Approved 5-0 to waive the RFP requirement in finding a recruitment firm under these circumstances & Approved 5-0 for Commissioner Tagliarini to assist Ms. Powers with her research*
- Mowing and Lawn Maintenance Services – Contract Renewal
 - September 24, 2025, BOC Regular Workshop Meeting
 - October 1, 2025, Boc Regular Meeting – *Approved 5-0*

- Amendments to Aclarian Consultant \$8,600 Monthly & Software Agreements – \$38,000 Monthly + cost of any added features
 - September 24, 2025, BOC Regular Workshop Meeting
 - October 1, 2025, Boc Regular Meeting – *Approved 5-0*
- S. Renee Narloch Recruitment Proposal – Advertising City Manager Position Vacancy & other Senior Position Vacancies
 - September 24, 2025, BOC Regular Workshop Meeting
 - October 1, 2025, Boc Regular Meeting – *Approved 5-0*
 - December 10, 2025, BOC Regular Workshop (Madeira Beach City Manager Brochure)
 - December 10, 2025, BOC Regular Meeting (Madeira Beach City Manager Brochure) – *Approved 5-0*
- Myers Consulting Group, LLC – Lobbyist - \$4,000 Monthly
 - October 1, 2025, BOC Regular Meeting – Discussion
 - October 22, 2025, BOC Regular Workshop – Lobbyists Presentations
 - November 12, 2025, BOC Regular Workshop
 - November 12, 2025, BOC Regular Meeting – Approval of Myers Consultant Group Agreement – *Approved 4-1*
 - November 12, 2025, BOC Regular Meeting – Approved Acting City Manager to send a 30-Day Notice of Termination to Lobbyist - Shumaker Advisors Florida, LLC – *Approved 4-1*
- Kimley-Horn - Strategic Planning Agreement – Lump sum of \$30,000 (Tasks 1-3)
 - October 1, 2025, BOC Regular Meeting – Discussion
 - October 22, 2025, BOC Regular Workshop
 - November 12, 2025, BOC Regular Workshop
 - November 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Property Purchase – Approval of Contract – 555 150th Avenue - \$18 Million
 - September 24, 2025, BOC Regular Workshop Meeting (Discussion on property in general)
 - October 1, 2025, BOC Regular Meeting – *Approved 5-0*
 - November 15, 2025, Town Hall Meeting #1 for Input to Develop the New Property
 - November 19, 2025, Town Hall Meeting #2 for Input to Develop the New Property
- Final FEMA Payout for Administrative Work (CAT Z) Approval
 - October 1, 2025, BOC Regular Meeting – *Approved 5-0*
- 2025 Emergency Medical Services ALS First Responder Agreement Amendment #1 - \$1,556,821
 - November 12, 2025, BOC Regular Workshop
 - November 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Recreation Management Software Proposal - \$13,170 total for 3 Years
 - November 12, 2025, BOC Regular Workshop
 - November 12, 2025, BOC Regular Meeting – *Approved 5-0*

- Amendment to Interlocal Agreement with Pinellas County for Water Quality Monitoring - \$2,634.82 for FY2025 – FY2030
 - November 12, 2025, BOC Regular Workshop
 - November 12, 2025, BOC Regular Meeting – *Approved 5-0*
- FY 2026 Park Street Lease Approval - \$3,300 Monthly
 - November 12, 2025, BOC Regular Workshop
 - November 12, 2025, BOC Regular Meeting – *Approved 5-0*
- Kimley-Horn Letter of Agreement – Impact Fee Ordinance – Not to Exceed \$5,000
 - November 12, 2025, BOC Regular Workshop
 - November 12, 2025, BOC Regular Meeting – *Approved 5-0*
- ITB #25-13 Archibald Snack Shack Discussion – Sand Removal with Mali Contracting Corp \$30,000
 - November 12, 2025, BOC Regular Workshop Meeting
 - November 12, 2025, BOC Regular Meeting – *Approved 5-0 to move forward with the subfloor bid.*
 - November 25, 2025, BOC Special Meeting – Archibald Snack Shack Scope Approval – *Approved 4-0 to move forward with sand removal based on the price (\$30,000) from Mali Contracting Corp. [Chose to do sand removal instead of subfloor removal]*
- ITB #25-14 John's Pass Dredging – Bayside Dredging LLC, alternate Bid \$1,294,550
 - November 25, 2025, BOC Special Meeting – *Approved 4-0, Quote from Bayside Dredging LLC, Alternate bid total of \$1,294,550.*
 - December 10, 2025, BOC Regular Meeting – *Approved 5-0, Contract with Bayside Dredging, LLC*
- Interlocal Agreement with Pinellas County for Disaster Debris and Monitoring Services – No cost unless disaster occurs
 - December 10, 2025, BOC Regular Workshop Meeting
 - December 10, 2025, BOC Regular Meeting – *Approved 5-0*
- Interlocal Agreement with Pinellas County for Designation of Collection and Removal Responsibilities within Geographic Pinellas County – No cost unless disaster occurs
 - December 10, 2025, BOC Regular Workshop Meeting
 - December 10, 2025, BOC Regular Meeting – *Approved 5-0*
- Street Sweeping Services – Sweeping Corp of America (SCA) Contract \$2,725 per month (\$32,700 annual – 12-Month Contract)
 - December 10, 2025, BOC Regular Workshop Meeting
 - December 10, 2025, BOC Regular Meeting – *Approved 5-0 for city attorney to negotiate a 12-month contract*

LIEN REDUCTION/FEE WAIVER REQUESTS

- Scott Holcomb Lein Reduction Request (Reduced Lien to \$46,022.04)
 - July 23, 2025, BOC Regular Workshop
 - August 13, 2025, BOC Regular Meeting – *Approved 3-2 for Lien reduction to \$46,022.04, Vice Mayor Kerr and Commissioner Ghovaee voted against*
- Building Permit Fee Waiver Extension Request
 - August 27, 2025, BOC Regular Workshop
 - September 10, 2025, BOC Regular Meeting – *Consensus to start using the form*

BOARD APPOINTMENTS

- Mayor Brooks to serve as Big-C Representative on the Forward Pinellas Board
 - July 23, 2025, BOC Special Meeting - *Approved 5-0 (Revote on September 10th – Madeira Beach must vote last)*
 - September 10, 2025, BOC Regular Meeting – *Approved 5-0*
- September 10, 2025, BOC Regular Meeting
 - Appointment to Civil Service Commission – *Appointed Scott Haufe to serve a three-year term expiring on October 30, 2028 – Approved 5-0*
 - Appointments to Planning Commission - *Appointed current members Mark Cloud and Matthew LaRue to serve a new three-year term expiring on September 30, 2028 – Approved 5-0*
- October 1, 2025, BOC Regular Meeting
 - Appointment to Civil Service Commission – *Appointed current member Jerry Cantrell to serve a new three-year term expiring on October 30, 2028 – Approved 5-0*

WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP LIST

January 8, 2025, BOC Regular Meeting (January 22, 2025, BOC Regular Workshop)

- Ordinance 2025-06, CIP Update in Comprehensive Plan
- Ordinance 2025-04, Planned Development
- City Information Dissemination
- Grant Writing
- Military Court of Honor
- FY 25 1st Quarter Financial Update
- John's Pass Dredging Update
- Post-Hurricane Update
- Presentation: Advanced Engineering Design, Rebuilding Madeira Beach
- Ordinance 2025-05, Temporary Structures on Residential Property after Natural Emergencies
- Mulch
- New Website Quotes
- Information Officer
- Task Force Committee

Added:

- Amendment to the City's adult use establishment ordinance (City Manager)

A legislative change last year required the City to update its ordinance on adult use establishments because it increased the minimum age.

- 2025 Florida Legislative Session (Commissioner Kerr)
 - Infrastructure funding request for Senator DiCeglie
 - Create a preliminary list they can discuss and add it so they can prepare it to send off at the end of the workshop.
 - If they are interacting with FEMA about the insurance, let them know that it is ridiculous to elevate four feet above base flood elevation and not calculate it into the insurance premium. Homeowners will be elevating their homes at a very high cost and then hit with \$8,000 to \$10,000 insurance premiums when there is nothing they are insuring. It is excessive.
- Tom and Kitty Stuart Park Discussion (Commissioner Ghovaei)
- Department heads to give updates on damage repairs they are making due to the hurricanes and the storms (Mayor Brooks)

February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Joint Workshop with Civil Service Commission)

- Ordinance 2025-01, Employee Personnel Policy
- Ordinance 2025-02, Civil Service Commission Duties
- Ordinance 2025-03, Post Termination Hearings; Hearing Officers

February 12, 2025, BOC Regular Meeting (February 26, 2025, BOC Regular Workshop)

- Post-Hurricane Update
- Information Officer
- Task Force Committee
- Key to the City Discussion
- Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 25 Financial Update & Storms Damage Assessment (also discussed at 12-11-2024 BOC Workshop)
- City Street Ends Project Update
- ITB 20-02: Approval of contract for Purchase of Rear-Load Replacement Dumpsters
- Dumpster Purchase Approval
- Update on the Jetty, Dredging, and Military Court of Honor (Mayor Brooks)

Added

- City Manager's Spending Limitation (Added during Reports & Correspondence)

March 12, 2025, BOC Regular Meeting (March 26, 2025, BOC Regular Workshop)

- BOC Policy Handbook (Resolution 2025-02)
- FY 2025 Financial Update & Storm Damage/Insurance
- City Hall Ground Floor Repair
- City Hall Ground Floor New Construction – Status
- Texting Service - City Information
- Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- Military Court of Honor
- John's Pass Dredging

- Grant Works - Existing Agreement

Added:

- Pocket Parks Update
- Library 60-Day Budget Extension
- Vision for the Marina during the Budget Workshop
- Captain Melvin Jackson with PCSO
- Snack Shack Agreement
- Tom and Kitty Stuart Park Update
- Update on the repairs at the Pinellas County Park
- Commissioner Ghovaee asked for an update on the repairs to State Road 666 over the causeway. The City Manager said he would contact Pinellas County and follow up. Director Wepfer said the potholes along 150th Avenue are from failing utilities, and the County is aware of them.

April 2, 2025, BOC Regular Meeting (April 16, 2025, BOC Regular Workshop)

- Master Plan
- 2025 Local Mitigation Strategy
- RFP No. 25-05, Area 3 Drainage & Roadway Improvements

Added:

- John's Pass Dredging Update (City Manager)
- Boca Ciega Street End Update (City Manager)
- Court of Honor Update (City Manager)
- Archibald Park Update (City Manager)
- Post Storm Updates (City Manager)
- 2024 Audit Presentation (City Manager)
- BOC Policy Handbook (Mayor Brooks) - Discussed adding a section on the order of business agenda for BOC regular meetings in the BOC Policy Handbook to address citizen comments received at the meeting. She would like it to be discussed and voted on at their next regular meeting.
- Tom and Kitty Stuart Park (Mayor Brooks)
- Key to the City and Awards Procedure (Mayor Brooks)
- Residential Impact Fees (Vice Mayor Kerr)

May 14, 2025, BOC Regular Meeting (May 28, 2025, BOC Regular Workshop)

- Ceremonial Items Policy (Resolution 2025-04)
- John's Pass Dredging Update
- Snack Shack Agreement Review
- Grantworks Agreement
- Interlocal Agreement between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- Impact Fees (Jerry Murphy)
- Post-Hurricane Update- Recovery, Rebuild, Permitting, FEMA, FDEM
- Emergency Operations Plan (Resolution 2025-05)
- ITB 25-06, Boca Ciega Street End Project
- ITB 25-07, Military Court of Honor Project
- City Fitness Center

Added:

- City Manager's Performance Evaluation & provide criteria for that (City Manager)
- Timeline for Plan Review: What is proficient with their manpower, and whether they need to outsource more?

June 11, 2025, BOC Regular Meeting (June 25, 2025, BOC Regular Workshop; 6:00 p.m.)

- Compensation Study
- Resolution 2025-04, Adopting Ceremonial Items Policy (Draft)
- Interlocal Agreement Between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- Non-conformance – variances
- John's Pass Dredging Update
- Beach Groins Update
- Post-Storm Update – FEMA, FDEP, Permitting, Hurricane Expo/Season Preparations
- FY 25 Financial Update including Storm Damage

Added:

- Each department head is to give an update on the post-storm for their department (Mayor Brooks)
- Impact Fees (Board of Commissioners)
- Network People/Integris - \$60,000 additional IT services expenditure following approval of original contract (Mayor Brooks)

July 9, 2025, BOC Regular Meeting (July 23, 2025, BOC Regular Workshop; 6:00 p.m.)

- Impact Fees (first item on the agenda)
- Special Magistrate Lien – 572 Johns Pass Drive
- John's Pass Dredging Update
- Murals at John's Pass Park, Marina Recreation
- Nonconformances and Open Sky Ordinances
- Post-Storm Update – FEMA, FDEP, Permitting, Department Updates
- Sanitation Ordinance – Dumpster enclosers
- TruBack Trailer Purchase

Added:

- FDEP Resiliency Grant
- Integris Chief Information Officer
- Jetty Update
- Letter to the State for the Marina
- The Code Enforcement on sunken boats
- The pools that are green
- Strategic Planning
- Sheriff's Department to talk about EV bicycles and what the rules and regulations are for those
- Resurfacing and repair of 1505h by FDOT
- BOC ceremonial items
- Update on the start of construction for the Honors Court

August 13, 2025, BOC Regular Meeting (August 27, 2025, BOC Regular Workshop; 6:00 p.m.)

- Terrain Modification Update

- Building Permit Fees – Waiver review and possible extension
- America 250
- Frontier Communications Infrastructure Repair/Removal
- Noise Ordinance
- FDOT Debris Staging Agreement

Added:

- 2026 Legislative Session
- Dredging Project Update
- Code Violation Fines Process
- Grants Update
- Purple Heart Designation
- Discuss Property in General

September 10, 2025, BOC Regular Meeting (September 24, 2025, BOC Regular Workshop; 6:00 p.m.)

- Kimley-Horn Letter of Agreement for Professional Services – Impact Fee Ordinances
- Noise Ordinance Review
- 2026 Appropriations – Provide a List
- Presentation: Shumaker Advisors
- Rebid Information Technology Contract (IT Services)

Added:

- Swim Zones for the Fruit Float Business
- Recruitment Firm for the city manager position and other senior positions
- City Manager position and what they are looking for to give to the recruiter
- Strategic Planning
- Flood Insurance Letter
- Purple Heart Ceremony

October 1, 2025, BOC Regular Meeting (October 22, 2025, BOC Regular Workshop; 6:00 p.m.)

- Amendment to Purchasing Policy
- Grantworks, Inc. Presentation
- Recommendation for Amendment to Swim Zone Ordinance
- HR Director Position
- City Clerk Performance Evaluation Procedure

Added:

- City Manager Description Position
- Aclarian Finance Director Discussion
- RJ Myers and other Lobbyists who can attend
- Noise Discussion – (include Deputy Snyder in the noise discussion and in the swim zone discussion)

November 12, 2025, BOC Regular Meeting (December 10, 2025, BOC Regular Workshop; 4:00 p.m.)

- Intent Concerning Nonconforming Structures

Added:

- Results of the outcome of the two workshops on the property

December 10, 2025, BOC Regular Meeting (January 14, 2026, BOC Regular Workshop; 4:00 p.m.)

- 555 150th Avenue Rezoning to C-4, Marine Commercial Zoning District
- Area 9 Design/Engineering Scope Discussion
- CXT Bathroom Purchase Discussion

Added:

- Parking Garage Update
- The Jetty
- The property Vice Mayor Kerr mentioned at the 12/10 workshop will be for sale

BOC WORKSHOP MEETING & REGULAR MEETING UPDATES - DISCUSSIONSJanuary 8, 2025, BOC Regular Meeting

- John's Pass Dredging Update
- John's Pass Park Jetty Repair
- Hurricane Updates – Recovery, Rebuild, Permitting, FEMA, FDEM 2025 Florida Legislative Session
- 2025 Florida Legislative Session

January 22, 2025, BOC Regular Workshop Meeting

- Ordinance 2025-07, Minimum Age for Adult Use Establishments F.S. 787.30
- Post-Hurricane Recovery, Rebuilding, Permitting, FEMA, FDEM
- Rebuilding Madeira Beach
- Mulch
- Ordinance 2025-05, Temporary Shelters on Residential Property
- Ordinance 2025-04, Planned Development
- Ordinance 2025-06, Amendment to Capital Improvement Element of Comprehensive plan
- Military Court of Honor
- Saltwater Destination Beach Concession Agreement—2nd Agreement
- Tampa Bay Psychology Associates Services Agreement
- HR, Classification, & Compensation Plans Study Update
- City Information Dissemination
- City Web/Internet Site
- Grant Writing
- Shumaker Advisors – Jim Taylor
- John's Pass Dredging Update – Aptim Presentation
- Q1 FY 2025 Financial Presentation, Including Post-Hurricane Update
- Emergency Bridge Loan Program
- John's Pass North Jetty Update
- Declared Disaster Sanitation Fee
- Public Works/Satellite Building Department Design

February 12, 2025, BOC Regular Meeting

- City Manager – Post Storm Work

February 26, 2025, BOC Joint Workshop with Civil Service Commission

- Ordinance 2025-01, Employee Personnel Policy
- Ordinance 2025-02, Civil Service Commission Duties
- Ordinance 2025-03, Post Termination Hearings; Hearing Officers

February 26, 2025, BOC Regular Workshop

- Key to the City
- Task Force Committee
- Information Officer
- SBA Loans—Rick Morales
- John's Pass Dredging
- Honor Court
- City Purchasing
- CAP Government Agreement for Building Department Services
- Updates to the Code for C-1 and C-2 Zoning District
- Post-Hurricane Update Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 2025 Financial Presentation – Through January 2025
- John's Pass North Jetty Update
- ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval
- Purchase for Rear Load Containers
- City Street Ends Project Update
- RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs
- Facility Use Agreement
- Facility Rental Fee Updates
- City Sponsored Fireworks

March 26, 2025, BOC Regular Workshop

- 2025 BOC Policy Handbook
- Captain Melvin Jackson, Pinellas County Sheriff's Office
- John's Pass Dredging
- Gulf Beaches Public Library - FY 26 Budget Request
- City Information Dissemination - Texts
- Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM
- Financial Overview Presentation—Through March 2025
- City Marina
- Public Works / Satellite Building Change Order
- Boca Ciega Street End Project Update 3-26-2025
- Automated Side Load Garbage Truck Lease Agreement
- Tom & Kitty Stewart Park Hurricane update -
- Court of Honor update
- Archibald Park Update

April 16, 2025, BOC Regular Workshop

- Board of Commissioners Policy Handbook
- Key to the City & Awards Policy and Procedure
- Personnel, Policy & Procedures Manual (Ordinance 2025-01)

- John's Pass Dredging Update
- City External Financial Audit
- Madeira Beach Master Plan Update
- Impact Fees
- Pinellas County Local Mitigation Strategy (LMS)
- Amendment to Kimley-Horn Agreement for Master Plan
- Post-Hurricanes Update-Recovery, Rebuild, Permitting, FEMA, FDEM
- FY 2025 Financial Overview Presentation – Through March 2023
- Fees and Collection Manual Updates
- Court of Honor Update April 16, 2025
- Boca Ciega Street End Project Update 4/16/2025
- Archibald Parking Lot and 142nd Beach Access Repair Update –
- Tom & Kitty Stuart Repair Update
- ITB 25-05 Area 3 Roadway & Drainage Improvement Project
- Interlocal Agreement for Storm Debris Management Site Utilization
- Joint Participation Agreement with Pinellas County for Area 3 Roadway and Drainage Improvement Project

May 28, 2025, BOC Regular Workshop

- Resolution 2025-04, Adopting Ceremonial Items Policy
- City Manager's Performance Evaluation
- John's Pass Dredging Update
- Grantworks Agreement – Use City of Bonita Springs and Pinellas County Agreements
- Snack Shack – Repairs and Agreement Update
- Interlocal Agreement between Pinellas County and Local Governments for Multimodal Impact Fee Coordination
- City Impact Fees
- Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
- Emergency Operations Plan Amendment for 2025-2028 (Resolution 2025-05)
- ITB# 25-07 Military Court of Honor Project
- ITB# 25-06 Boca Ciega Street End Beautification Project
- RFI # 25-09 Engineering Consultant and Design Services
- Fitness Center

June 25, 2025, BOC Regular Workshop Meeting

- Adopting Ceremonial Items Policy (Resolution 2025-04)
- Snack Shack - Repairs and Agreement Update
- John's Pass Dredging Update
- HR Compensation Study
- The Barrier Islands Governmental Council (Big-C)
- Integris VCISO
- Nonconformances, Variances, and Open Sky Requirements
- Add Ordinance Language for Unsafe Structures
- Hurricane Permit Update
- Presentation of Series 2013 Bond Refunding Opportunity

- Beach Groin Restoration Project update
- Recreation Truck
- Mosquitoes

July 9, 2025, BOC Regular Meeting

- Ford F250 Crew Cab XL Purchase – 2024 Discussion
- Proposed Ordinance 2025-14, Amendment to Chapter 14, Article IV – Moving of Structures Discussion

July 23, 2025, BOC Regular Workshop Meeting

- Impact Fees
- 2026 Board of Commissioners Meeting Schedule - Draft (February regular meeting scheduled for February 4th and February regular workshop scheduled for February 11th. The April workshop scheduled for April 29th)
- Ceremonial Items - participation, selection
- Scott Holcomb Request for Special Magistrate Lien Reduction - 572 Johns Pass Avenue
- Johns Pass Park Bathroom Mural
- FY 2026 Gulf Beaches Public Library Budget
- FY 2026 PCSO Law Enforcement Agreement
- John's Pass Dredging Update
- FL Department of Environmental Protection (FDEP) Resiliency Grant Program
- Information Technology - Integris Agreement for vCISO
- Letter to State Division of Lands - Marina Parcels
- America 250 - Semiquincentennial
- Potential property purchase - 50 153rd Ave
- Code Enforcement - abandoned/derelict boats and abandoned/unmaintained pools
- Strategic Planning
- Electric (E-bike) Bicycles - Ordinances, rules, processes
- Ordinance 2025-14: Amendments to Chapter 14., Article IV, Elevation and Relocation of Structures
- Post-Storm Update – FEMA, FDEP, Permitting, Department Updates
- Continuation of banking services - Hancock Whitney Bank
- TruVac Trailer Purchase
- Area 3 Construction Engineering Inspection (CEI) Approval
- Interlocal Agreement with Thompson Consulting Services for Debris Monitoring
- Military Court of Honor Update July 23, 2025
- Johns Pass Jetty Update July 23, 2025
- 2026 John Deere Gator Discussion
- Pinellas County Joint Participation Agreement Area 5
- Boca Ciega Street End Project update 7-23-25
- FDOT 150th Ave. Resurfacing

Added:

- Tech Grants (Community Planning Technical Assistant Grant)

August 13, 2025, BOC Regular Meeting

- Hurricane Damage Update – Community Development Ground Floor Assessment
- Hurricane Damage Assessment – Current Status
- 2025 Seafood Festival Recap
- 2026 FL Legislative Session

August 27, 2025, BOC Regular Workshop

- Presentation – Frontier Communications’ Infrastructure – Repair/Removal
- Presentation – Property Insurance, Jim Everett & Jake Holehouse
- Property Discussion in General
- Noise Ordinance
- Purple Heart City Designation
- Code Enforcement Processes
- 2026 FL Legislative Session
- Building Permit Fees Waiver
- Terrain Modification Update – Advanced Engineering
- Referencing Current Codes & Removing Outdated Publications
- Auditor Selection Process – FY 2025-2029 Financial Statement Audits
- FDOT Debris Staging Area Agreement for Archibald and Johns Pass Park
- Stormwater Station Generator Replacement located at 14101 N. Bayshore Drive
- Diocese of Southwest Florida, Inc. Parking Lot License Agreement
- Bay Point Causeway and Drive Milling and Resurfacing Proposal Discussion
- Village Friday
- Big C Update

September 24, 2025, BOC Regular Workshop Meeting

- Presentation: Shumaker Advisors
- Flood Insurance Letter
- Purple Heart Ceremony
- Strategic Planning
- Public Works State Appropriation Request
- Rebid Information Technology Contract (Network People/Integris)
- Selection of Recruiting Firm – City Manager and other Senior Vacant Positions
- Roles and Responsibilities for City Manager to be advertised
- Restricted Swim Area Discussion
- Project Update
- Legal Advice for Employees moving to Exempt Status
- City Purchasing Property
- Noise Ordinance and Senate Bill 180 Compliance
- Kimley-Horn Letter of Agreement for Professional Services for City of Madeira Beach Impact Fee Ordinances
- Amendments to Aclarian Consultant & Software Agreements
- John’s Pass Village and ROC Park Dock Discussion
- Mowing and Lawn Maintenance Services – Contract Renewal

Added by Mayor Brooks

- City Clerk Performance Evaluation Review for Merit Increase and to vote at the November 12, 2025 BOC Regular Meeting

October 22, 2025, BOC Regular Workshop Meeting

- Presentation: Lobbyists
 - Alis Drumgo, Capital City
 - Todd Josko, Ballard Partners
 - Alan Suskey, Shumaker
 - R. J. Myers
- Presentation: Grantworks, Inc.
- Presentation: Kimley-Horn Presentation (Strategic Planning and Grant Services Overview)
- Strategic Planning Proposals
- S. Renee Narloch, Recruitment Firm to discuss City Manager Recruitment and other Senior Positions
- Human Resources Director
- Public Information Officer (Communications Manager)
- Aclarian Finance Director
- Private Parking Lot Signage
- Schedule Town Hall Meeting to discuss 555 150th Property & JP Jetty (11/15 & 11/19)
- City Clerk's Performance Review Procedure
- Ordinance 2025-19, C-3 Zoning District Setbacks
- Resolution 2025-09, Adopting an Updated Madeira Beach Master Plan and Proposed C-3/C-4 Zoning Amendments Discussion
- Noise Ordinance Discussion
- Restrictions within Swim Zones
- Public Works Building Locate Change Request
- Public Works Project Update
- Recreation Management Software Proposal
- Placer.AI Software Proposal
- Madeira Beach Fundamental Irrigation System (verbal)
- Fireworks RFP (verbal)

November 12, 2025, BOC Regular Workshop Meeting

- Lobbyists Contracts/Agreements
- Strategic Planning Proposals
- Purchasing Code and Purchasing Manual
- Board of Commissioners Workshop Meeting Start Time Discussion
- HR Director Position Job Description
- Communications Manager Position Job Description
- John's Pass Village Committee
- Ordinance 2025-20, Certified Recovery Residences
- Kimley-Horn Letter of Agreement Impact Fee Ordinance
- FY 2025 Budget Amendment #2
- Resolution 2025-12, Reimbursement of Capital Expenditures
- Emergency Bridge Loan Agreement & Related Documents

- 2025 Emergency Medical Services ALS First Responder Agreement, Amendment 1

December 10, 2025, BOC Regular Workshop Meeting

- Results of Outcome of the two Town Hall Meetings regarding the newly acquired property
- Madeira Beach City Manager Brochure
- Nonconforming Time Restrictions
- Interlocal Agreement with Pinellas County for the Designation of Collection and Removal responsibilities within Geographic Pinellas County
- Interlocal Agreement with Pinellas County for Disaster Debris and Monitoring Services
- Street Sweeping Services with Sweeping Corp of America (SCA) Contract Approval

Added by Mayor Brooks:

- Parking Garage
- Chronic Nuisance, Chapter 34, Article 7

Added by Vice Mayor Kerr:

- Property that had become available
- Public Works Building

Added by Commissioner McGeehen:

- Parking Rates in John's Pass over the Holidays

BOC SPECIAL MEETINGS – SHADE MEETINGS

February 26, 2025, BOC Special Meeting (for a shade meeting)

- The City of Madeira Beach v. Wannemacher Jensen Architects, Inc. and Hennessy Construction Corp., Case No.23- 23-007114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

BOC SPECIAL WORKSHOPS

August 21, 2025, BOC Special Workshop

- City Manager Performance Discussion

BOC SPECIAL MEETINGS – FY 2026 MILLAGE RATE & FY 2026 BUDGET HEARINGS

September 10, 2025, BOC Special Meeting

- Ordinance 2025-15, FY 2026 Tentative Millage Rate – 1st Reading & Public Hearing – *Approved 5-0*
- Ordinance 2025-15, FY 2026 Final Millage Rate – 2nd Reading & Public Hearing - *Approved 5-0*

September 24, 2025, BOC Special Meeting

- Ordinance 2025-16, FY 2026 Tentative Budget – 1st Reading & Public Hearing – *Approved 5-0*
- Ordinance 2025-16, FY 2026 Final Budget – 2nd Reading & Public Hearing – *Approved 5-0*

BOC BUDGET WORKSHOPS

March 26, 2025, BOC Budget Workshop #1

- 5-Year Capital Improvement Plan Initial Discussion
- EOG DOGE Letter to Local Officials

- FY 2026 Budget Workshop & Adoption Timeline

April 16, 2025, BOC Budget Workshop #2

- 3 Year Historical Revenues & Expenses and Reserve Analysis
- 5-Year Capital Improvement Plan Initial Discussion
- Personnel Listing & Costs by Department – FY 2025
- FY 2026 Budget Workshop & Adoption Timeline

May 28, 2025, BOC Budget Workshop #3

- Personnel Listing & Costs by Department – FY 2025
- Budgeted Personnel Costs & FTEs – FY 2025
- Budgeted Benefits Information – FY 2026
- Proposed Budget Amendment – FY 2025

June 25, 2025, BOC Budget Workshop #4

- FY 2025 Financial Overview & Emergency Bridge Load Status
- FY 2026 Budget Summary & Detail by Department
- 5-Year Capital Improvement Plan
- FY 2026 Budgeted Position Listing

July 23, 2025, BOC Budget Workshop #5

- Revenue & Expense Analysis – through March 2025
- YTD Hurricane Related Expenses
- Damage Assessment – Current Status
- Updated FY 2026 Budget & Summary of Changes

August 27, 2025, BOC Budget Workshop #6 (final)

- Analysis of Cost of Operations with Multi-Year Trend
- Team Member Listing
- FY 2026 Operating & Capital Budget Schedules

TOWN HALL MEETINGS/COMMUNITY MEETINGS – COMMISSION CHAMBERS

- January 28, 2025; 5:30 p.m. – City of Madeira Beach Master Plan Town Hall Meeting
- April 24, 2025; 5:30 p.m. - 2025 State of the Beaches Mayor’s Town Hall Meeting (ISPS and the Pinellas Beaches Chamber)
- May 31, 2025; 10:00 a.m. - Hurricane & Sea Turtle Expo
- July 22, 2025; 6:00 p.m. – Public Meeting with Community Development
- September 4, 2025; 6:00 p.m. - Recreation Concession & Indoor Facility Community Workshop
- November 15, 2025 - Town Hall Meeting #1 for Input to Develop the New Property (Also received input on John’s Pass Jetty)
- November 19, 2025 - Town Hall Meeting #2 for Input to Develop the New Property (Also received input on John’s Pass Jetty)

LETTER OF SUPPORT ITEMS

July 9, 2025, BOC Regular Meeting

- Edward Byrne Memorial Justice Grant, Pinellas County, Letter of Support – *Approved 4-0*

REPORTS/CORRESPONDENCE – BOARD OF COMMISSIONERS & CHARTER OFFICERSJanuary 8, 2025, BOC Regular Meeting

- Board of Commissioners 2025 BOC Meeting Schedule – The Board changed the Wednesday, October 8, 2025, BOC Regular Meeting to Wednesday, October 1, 2025, because the Mayor could not attend the meeting.
- City Attorney – No Report
- City Clerk – City Clerk’s January 2025 Report and Board of Commissioners 2024 Annual Meetings Report
- City Manager – The City Manager thanked the Board for its continued support and interactions with the residents and businesses. It has been extremely helpful during post-storms. He appreciated the snacks brought in on Fridays by a Commissioner for the employees.

February 12, 2025, BOC Regular Meeting

- Board of Commissioners - 2025 BOC Meeting Schedule - The Board rescheduled the BOC Regular Meeting from Wednesday, April 9th, to Wednesday, April 2nd, and the two BOC Workshop Meetings (Budget Workshop and Regular Workshop) from Wednesday, April 23rd, to Wednesday, April 16th. The times of the meetings remained unchanged. The City Attorney said he would have someone to cover for him at the April 16th meetings.
- City Attorney - The City Attorney reported on the lawsuit he filed against Wannemacher Jensen Architects, Inc., and Hennessy Construction Services Corporation for issues occurring at the fire station and recreation center. A BOC Special Meeting was scheduled for a Shade Meeting on Wednesday, February 26, 2025, from 3:00 p.m. to 4:00 p.m.
- City Clerk - City Clerk’s February 2025 Report
- City Manager – The City Manager reminded everyone to lock their vehicles and firearms. There have been reports of vehicles being broken into and firearms stolen. Captain Melve Jackson from the Pinellas County Sheriff’s Office will introduce himself at the March workshop. He took the place of Captain Leiner, who retired. The Elevate Florida website was now open.

March 12, 2025, BOC Regular Meeting

- Board of Commissioners 2025 BOC Meeting Schedule - Mayor Brooks asked if they could include discussions of residents' comments on the agenda for every meeting before they adjourn. The City Manager said they would amend the agenda format in the BOC Policy Handbook at the next workshop.
- City Attorney—The City Attorney gave an update on the Fire Station settlement agreement and hoped to bring it to the April 2nd BOC Regular Meeting for approval.
- City Clerk – No City Clerk’s Monthly Report
- City Manager – The City Manager congratulated the Mayor and Commissioners of Districts 3 and 4. He reminded everyone of the upcoming events in March and the first Budget Workshop on the 26th.

April 2, 2025, BOC Regular Meeting

- Board of Commissioners
 - Board of Commissioners – 2025 BOC Meeting Schedule – No changes made. Commissioner Tagliarini will be on vacation for three weeks and miss the June 25th workshop meetings.
 - Board of Commissioners Meeting Report – The City Clerk reviewed the new Board of Commissioners and received positive feedback from the Board.
- City Attorney—The City Attorney gave an update on the Fire Station settlement agreement and hoped to bring it to the next regular meeting for approval.
- City Clerk – City Clerk’s April 2025 Report
- City Manager – The City Manager was absent from the meeting.

May 14, 2025, BOC Regular Meeting

- Board of Commissioners
 - Board of Commissioners – 2025 BOC Meeting Schedule – No changes made. Commissioner Tagliarini said he had to work and would arrive late to the budget meeting on May 28th. The BOC consented to having the next mandatory Ethics training in person on July 16. It will be held in the Chamber or the City Centre room.
 - Board of Commissioners Meeting Report – The City Clerk reviewed the new Board of Commissioners and received positive feedback from the Board.
- City Attorney—The City Attorney said he appreciated the Board’s support in getting the fire station litigation done. It would be nice to have it behind them so they can concentrate on repairing the fire station.
- City Clerk – City Clerk’s May 2025 Report. The report was the City of Madeira Beach Brief History, History Leading to the 25th Anniversary of the City of Madeira Beach, Florida, and the City of Madeira Beach History of City Managers, from 1953 to the present. The first city manager was hired in 1953.
- City Manager – The City Manager reminded everyone of upcoming events.

June 11, 2025, BOC Regular Meeting

- Board of Commissioners
 - Board of Commissioners – 2025 BOC Meeting Schedule – *No changes*
 - Board of Commissioners – 2025 BOC Meetings Report, January 1, 2025 – May 31, 2025 – The City Clerk said she would keep it updated monthly to make an annual report at the end of the year. She will happily add memberships and other activities for the mayor and commissioners throughout the year.
 - Board of Commissioners Correspondence –

Mayor Brooks:

 - She serves on the Tampa Bay Regional Planning Council. They just got a new liaison on the Council who was going to come to the meeting tonight but was unable to do so.
 - She was recommended for the EMS Advisory Council. The County Commission will vote for her to begin attending those meetings at their next meeting. Her first meeting will be on June 27. She will also want to bring information on that. The Fire Department is excited that she will be there to be a voice for them, and she is super excited to be there. She met Dr. Jameson, Chief Medical Officer and EMS Medical Director, while shadowing at the Fire Department. She was excited to learn more about it, and one of the things the county does is the Fentanyl Program, and she hopes

to be involved in that. She lost her youngest son to a Fentanyl overdose, so that day she felt it was meant to be. She was excited to have the opportunity to serve on the Council and see how she could make a change and be a voice for them and the Fire Department. She looks to bring updates on that.

- City Attorney - City Attorney Trask said everyone signed the Fire Station Litigation Settlement Agreement. He is hoping to have the funds by the end of the month.
- City Clerk's Report – June 2025 – The City Clerk reviewed the report.
- City Manager – The City Manager said he would do the city manager's monthly reports again beginning in July. He invited everyone to the upcoming events. , including the groundbreaking ceremonies the City is hosting:
 - The groundbreaking ceremony for the Military Court of Honor at Patriot Park will be held on Friday, June 20, at 9:00 a.m.
 - The groundbreaking ceremony for the Redington Beaches EMS Station will be held on Friday, June 27, at 9:00 a.m. near the North Redington Beach Town Hall.

July 9, 2025, BOC Regular Meeting

- Board of Commissioners
 - Board of Commissioners - 2025 BOC Meeting Schedule – *The Board scheduled the special meeting for 07/23/2025 at 4:00 p.m., followed by the budget workshop (This meeting was held on 07/23/2025 at 5:30 p.m.)*
 - Board of Commissioners Reports/Correspondence –
 - Mayor Brooks:
 - She serves on the Tampa Bay Regional Planning Council. They just got a new liaison on the Council who was going to come to the meeting tonight but was unable to do so.
 - She was
- City Attorney - City Attorney Trask said the Fire Station Litigation Settlement funds should be received within a couple of days. He will email the Board when it is received.
- City Clerk – 2025 BOC Meetings Report, January 1, 2025 – June 30, 2025 – The City Clerk said she would be happy to add any additional information the Board would like added to the Report.
- City Clerk's Report – June 2025 – The City Clerk reviewed the report.
- City Manager's Report – June 2025 - The City Manager reviewed the highlights of the report, which included updates on projects and upcoming events.

August 13, 2025, BOC Regular Meeting

- Board of Commissioners
 - Board of Commissioners – 2025 BOC Meeting Schedule – *No changes.*
 - Board of Commissioners – 2026 BOC Meeting Schedule – *The Board consented to moving the March meetings up by one week. The regular meeting will be on Wednesday, March 4th, and the regular workshop will be on March 18th.*
 - Board of Commissioners Reports/Correspondence – *The Board scheduled a workshop meeting for Thursday, August 21st, at 2:00 p.m. to discuss the City Manager's performance. Staff and the City Manager would be given an opportunity to respond.*
- City Attorney had no report.
- City Clerk - Board of Commissioners Meeting Report for January 1, 2025 through July 31, 2025.
- City Manager's Report – July 2025 – The City Manager reviewed the highlights of the report.

September 10, 2025, BOC Regular Meeting

- BOC Board of Commissioners
 - 2025 BOC Meeting Schedule – *Changed meeting times for November 12th meetings from 2:00 p.m. and 4:00 p.m. to 4:00 p.m. and 6:00 p.m.*
 - BOC Board of Commissioners – 2026 BOC Meeting Schedule – *no changes*
 - Board of Commissioners Reports and Correspondence – *no report*
- City Attorney – *no report*
- City Clerk – Board of Commissioners Meeting Report – January 1, 2025 – August 31, 2025 – *Commissioner Tagliarini and Vice Mayor Kerr said it was nice to have everything in one place.*
- The City Manager thanked the Board, residents, businesses, visitors, and staff. He said it has been an honor to have worked and served the City as City Manager, and he wished the City all the best.

October 1, 2025, BOC Regular Meeting

- Board of Commissioners
 - 2025 BOC Meeting Schedule – *Changed meeting times for December 10th meetings from 2:00 p.m. and 4:00 p.m. to 4:00 p.m. and 6:00 p.m.*
 - BOC Board of Commissioners – 2026 BOC Meeting Schedule – *no changes*
 - BOC 2025 Meetings Report – Informational Purposes
- Board of Commissioners Reports and Correspondence – Commissioner Tagliarini said two days ago he reached out to the City Managers of the City of Treasure Island and the City of St. Pete Beach to understand their swim zone situation. He has not heard back yet but will report their response at the next meeting. Mayor Brooks said she shared the swim zone ordinance for St. Pete Beach with Marci. Marci can share that.
- **City Attorney** – The City Attorney stated that he had emailed the Board, informing them that the Snack Shack Concessionaires have threatened litigation against the City. He received a third letter from the attorney recently, in which he made that threat. He had forwarded that letter to the Board. He responded to that letter by email yesterday, setting forth his legal position on the matter. For those who have not yet received their emails, he wanted to bring this to their attention. He had not yet received a response to that email. If the Board has specific questions about his position or their legal standing to call him independently about it. Due to the threat of litigation, he advises the Board to exercise extreme caution when discussing their personal position with the concessionaire. He would prefer that they speak with him.
- **City Clerk's Report** – The City Clerk reported on the upcoming Candidate Qualifying Period and when and how Candidates can pre-file.
- **City Manager** – No Report

November 12, 2025, BOC Regular Meeting

- Board of Commissioners Reports/Correspondence – Mayor Brooks, Commissioner Ghovae, and Commissioner McGeehen reported that it was a very nice event and thanked the American Legion, Linda Chaney, and Nick DeSegley for their attendance
- Board of Commissioners – 2025 Meetings Schedule (Nov – Dec) – *No changes*
- Board of Commissioners – 2026 Meetings Schedule (Jan – Dec) – *Change January 28, 2026, BOC Regular Workshop Meeting from 6:00 p.m. to 4:00 p.m.* – Mayor Brooks reminded the

Board that they voted to change all BOC Regular Workshop Meetings from 6:00 p.m. to 4:00 p.m.

- Board of Commissioners – 2025 BOC Annual Meetings Report (Jan – Oct) - Informational
- City Clerk Report – Announced the Candidate Qualifying Period in December 2025 and that Vice Mayor Kerr and Commissioner Tagliarini prefiled and are out obtaining signatures
- City Attorney – *No Report*
- City Manager – Reported they received a complaint about a Charter Officer and asked for direction on it. – *Commissioners Ghovae and McGeehen, and Vice Mayor Kerr said they determined the complaint to be unfounded. The city attorney stated that if the complaint is found to be unfounded, the matter will be closed. The Board voted 5-0 that the complaint was unfounded. The matter is closed.*

December 10, 2025, BOC Regular Meeting

- Board of Commissioners Reports/Correspondence – Commissioner Tagliarini brought up a concern about a complaint he received involving 24 alleged election campaign violations that he had already resolved before receiving the complaint. The city attorney had misled him into believing that his attorney's fees (\$630) were reimbursable by the city, only to later learn from the city attorney that they were not. Because the city had already paid those fees and he was being asked to reimburse the city, Commissioner Tagliarini requested that the Board allow the city manager to authorize the payment of his legal fees, at least up to that point. He would be responsible from then on, as he was led to believe by the former city manager that the city would pay them. The city attorney said it would not be appropriate for the Board of Commissioners to authorize that payment because it was not for a public purpose. The city attorney proposed a solution that on his next bill, he would credit the city with the value of the \$630 in legal fees it has already paid, if acceptable by the Commission and Commissioner Tagliarini. It would make it a non-issue and prevent Commissioner Tagliarini from potentially getting any future complaints about public purpose. Commissioner Tagliarini accepted the city attorney's offer.
- Board of Commissioners – 2026 Meetings Schedule (Jan – Dec) – *No changes*
- Board of Commissioners – 2025 BOC Meetings Report (Jan – Nov) – Informational
- City Clerk Report – The City Clerk gave an update on candidates who have qualified so far during the Qualifying Period.
- City Attorney – *The City Attorney wished everyone a Merry Christmas and a Happy New Year.*
- City Manager – The City Manager provided an update on the dredging project and the Snack Shack project.

RESPOND TO PUBLIC COMMENTS/QUESTIONS

- 05-14-2025 BOC Regular Meeting
- 08-13-2025 BOC Regular Meeting
- 08-27-2025 BOC Regular Workshop Meeting
- 10/22/2025 BOC Regular Workshop Meeting
- 12/10/2025 BOC Regular Workshop Meeting