



**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**
Wednesday, February 04, 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**
- 6. PRESENTATIONS (limited to 10 minutes each)**
 - A. Madeira Beach Fire Department - Firefighter of the Year**
 - B. Madeira Beach Fire Department - Recognition of 5-Years of Service**
 - C. Madeira Beach Fire Department - Recognition of Crew Members**
- 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. 01/14/2026 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.

- A. Contract Agreement with Tampa Bay Psychology Associates
- B. Madeira Beach City Hall Elevator Emergency Repair
- C. 2026 Ford F550 4X4 Dump Truck Purchase
- D. Public Works Building Conceptual Rendering Approval
- E. Madeira Beach Youth Baseball and Softball Agreement
- F. RFP 25-17 - City of Madeira Beach Fireworks Displays - 2026 Contract
- G. Tom & Kitty Stuart Restroom Purchase Approval
- H. Professional Engineering & Permitting Proposal Approval – Johns Pass Jetty Sidewalk Replacement

10. PUBLIC HEARINGS

- A. Ordinance 2026-01, Calling the March 10, 2026 Municipal Election - 2nd Reading & Public Hearing
- B. Ordinance 2026-02, Nonconforming Time Limitations - 1st Reading & Public Hearing

11. UNFINISHED BUSINESS

- A. Special Magistrate Lien at 703 Sunset Cove, Madeira Beach - Case No. 24-233 (Baker-Cianciulli)
- B. Gulf Beaches Public Library Time Capsule

12. CONTRACTS/AGREEMENTS

13. NEW BUSINESS

14. AGENDA SETTING (02/11/2026 BOC Regular Workshop; 4:00 p.m.)

A. Area 9 Design and Permitting Proposal Discussion

B. John's Pass Village Parking Garage Discussion

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners - Reports/Correspondence

B. Board of Commissioners - 2026 Meetings Schedule

C. Board of Commissioners - 2026 Meetings Report (Jan) - 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 232 or email a written request to cvanblargan@madeirabeachfl.gov.



Item 6A.

MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH: Clint Belk, Acting City Manager
FROM: John Mortellite, Acting Fire Chief
DATE: 2/04/2026
RE: Firefighter of the Year, Firefighter/Paramedic Joseph Calderaro

Background

The Madeira Beach Fire Department is proud to recognize Firefighter/Paramedic Joseph Calderaro as the 2026 Firefighter of the Year, honoring his dedication, significant growth, and unwavering commitment to the community he serves.

FF Calderaro began his career with the Madeira Beach Fire Department in February 2024 as a Firefighter/EMT. In his early months, he faced several challenges common to new firefighters. However, through renewed focus, a positive attitude, and a relentless work ethic, Joey demonstrated remarkable improvement. His rapid progress and commitment to bettering himself have earned him the respect of his peers and the confidence of the department's leadership.

Within his first year of service, FF Calderaro encountered two major hurricanes—Helene and Milton—which severely impacted the barrier island communities. Heavy flooding, multiple structure fires, and debris-filled roadways created dangerous and demanding conditions. During these extended operations with limited rest, Joey's strong work ethic and determination stood out. His firefighting skills were tested and continued to improve under pressure. In the summer of 2025, he completed paramedic school and is actively pursuing full county certification to function as a stand-alone paramedic. His pursuit of advanced training reflects both personal drive and a steadfast commitment to readiness, teamwork, and professional excellence.

FF Calderaro also distinguished himself during a major water rescue involving two pediatric patients following a severe jet-ski accident. Through quick decision-making, effective teamwork, and strong medical care, he played a critical role in the successful rescue and stabilization of both children. He and the responding crew members were formally recognized for their lifesaving efforts—an honor he accepted with humility.

His dedication, growth, and commitment to service exemplify the values of our department and reinforce the importance of our mission.

Revised – December 27, 2018



It is with great respect and appreciation that the Madeira Beach Fire Department congratulates Firefighter/Paramedic Joseph Calderaro on being named the 2026 Firefighter of the Year.

Fiscal Impact

Recommendation

Attachment(s):

Revised – December 27, 2018





Item 6B.

MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH: Clint Belk, Acting City Manager
FROM: John Mortallite, Acting Fire Chief
DATE: 02/04/2026
RE: Recognition of Years of Service

Background

Madeira Beach Fire Department would like to recognize the following personnel for their years of service and dedication to the City of Madeira Beach.

Lieutenant Michael Wasilewski 5 years

Fiscal Impact

N/A

Recommendation

Attachment(s):

Revised – December 27, 2018





Item 6C.

MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH: Clint Belk, Acting City Manager
FROM: John Mortellite, Acting Fire Chief
DATE: 2/04/2026
RE: Recognition of Crew Members

Background

Formal recognition of the B-Shift crew members who responded to a cardiac arrest on December 29, 2025. Through their immediate life-saving actions and adherence to established medical protocols, the patient survived this critical incident.

The following personnel are commended for their professionalism, teamwork, and dedication to duty:

Medic 25

- FF/PM Johana Whitfield
- FF/PM Joseph Calderaro

Truck 25

- Lt. Michael Wasilewski
- D/E Ryan Roberts
- FF/PM Kavaris Service

Their actions reflect the highest standards of emergency medical care and public service.

On February 6, 2026, the patient will reunite with the responding crews, along with the 911 dispatcher, Sunstar personnel, and the emergency medical staff of HCA Largo. This event highlights the importance of coordinated emergency response and the lasting impact of the work performed by our personnel.

Fiscal Impact

N/A

Recommendation

Please join in recognizing these members for their exceptional service and commitment to our community.

Attachment(s): N/A

Revised – December 27, 2018





MINUTES

BOARD OF COMMISSIONERS REGULAR MEETING JANUARY 14, 2026 6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on January 14, 2026, 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 6:00 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 Ghovaei	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

5. PROCLAMATIONS

A. National Certified Registered Nurse Anesthetists Week; January 18-24, 2026

Mayor Brooks read a proclamation declaring the week of January 18-24, 2026, National Certified Registered Nurse Anesthetists Week. Dr. Erick Rauch from the University of South Florida's Nurse Anesthesia Program accepted the proclamation from Mayor Brooks.

6. PRESENTATIONS

There were no Presentations.

7. PUBLIC COMMENT

Jerry Cantrell, 13322 First Street East, spoke about providing fair compensation for the Mayor and Commissioners, suggesting a minimum of \$30,000 per year, equivalent to full-time minimum wage. He outlined several reasons for this increase, including the substantial budget (\$50 million) managed by the City, the extensive time commitment required beyond meetings, the unique demands of managing a world-class destination with over 4.2 million annual visitors, and the fiscal responsibility of the proposal relative to average commissioner salaries in Florida.

Larry Roloff, 399 150th Avenue, representing Madeira Cove Condominium Association, expressed opposition to the rumored purchase of the former Kava Coffee Shack property for public works storage and maintenance. He cited concerns about traffic, noise, odors from sanitation trucks, and negative impacts on property values. He also clarified that, contrary to rumors, his association had not given permission for the use of its driveway for vehicle traffic.

John Lipa, Vice President of Madeira Cove Condominiums, expressed agreement with Mr. Roloff's concerns.

Captain Dylan Hubbard of Hubbard's Marina thanked the Commission for working with the business owners to establish the John's Pass business committee and highlighted several issues discussed at their recent meeting. He emphasized the need for clearly marked city parking signage, continued discussions about a parking garage, and urged immediate action on replacing the Jetty Walkway.

Ron [Last Name ?], 401 150th Avenue, and John Douthirt, 401 150th Avenue, both expressed opposition to the potential public works facility at the former Frontier property, with Mr. Douthirt noting there would be a workshop on January 28th to discuss the issue.

8. APPROVAL OF MINUTES

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

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

ROLL CALL:

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

The motion carried 5-0.

9. CONSENT AGENDA

10. PUBLIC HEARINGS

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

City Attorney Thomas Trask said it was the second and final reading of the Ordinance, which had not changed since the first reading.

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

Commissioner Ghovae motioned to adopt Ordinance 2025-20, Certified Recovery Residences, after second 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.

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

City Attorney Tom Trask read Ordinance 2026-01 by title only:

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.

The City Clerk read her memorandum provided in the agenda packet giving a detailed presentation on the upcoming municipal election scheduled for Tuesday, March 10, 2026, for the purpose of electing a Commissioner for District 2 for a two-year term.

The presentation included the following key points:

- Commissioner David Tagliarini was the only one who qualified for District 1 and would not be on the ballot. He will not be considered elected until election day.
- Two candidates qualified for District 2: incumbent Ray Kerr and Charles "Chuck" Dillon. Their names will be listed on the ballot.
- Pinellas County Canvassing Board will serve as the Canvassing Board for the election. After certifying the election results, the Board of Commissioners will declare the election results at the first meeting following the election, which will be at 4:00 p.m., on Wednesday, March 18, 2026, at the BOC Regular Workshop Meeting.

- The first meeting for newly elected commissioners will be at 4:00 p.m., Wednesday, March 18, 2026, BOC Regular Workshop Meeting, at which time they will be sworn into office to begin their two-year term.
- The City Clerk noted that the Board of Commissioners could call a special meeting to declare the election results and for the induction into office, provided it is the first meeting following the election, to be in compliance with the city charter, and the Pinellas County Canvassing Board has certified the election results.
- Due to elevator issues at City Hall, the polling location would be at the Gulf Beaches Public Library.
- The Board of Commissioners shall appoint a vice mayor at its first regular meeting following the election on April 8, 2026.
- 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. The second reading and public hearing of the ordinance will be on Wednesday, February 4, 2026, at 6:00 p.m.

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

Commissioner Tagliarini motioned to approve Ordinance 2026-01, Calling the March 10, 2026 Municipal Election, after first reading and public hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

11. UNFINISHED BUSINESS

A. Snack Shack Update

Acting City Manager Belk reported that the City had contracted to remove sand under the Snack Shack to assess the pilings and structural integrity. Community Development Director Marci Forbes had provided a detailed inspection report, indicating that the structure was in surprisingly good condition. There were some signs of deterioration, but the substructure was in good shape overall. The greatest vulnerability was identified as the superstructure, which could be addressed during the planning process.

Director Forbes said the next steps include working with Kimley-Horn on incorporating historical designation into the Land Development Regulations. This process for the historical designation could take 6-8 months, but once complete, it would allow reconstruction to proceed without being constrained by FEMA's 50% rule. In the meantime, there are things they could do. After the historical designation they can move forward with construction.

Mayor Brooks suggested considering food trucks at the location in the interim to serve visitors and residents, and the Acting City Manager agreed to explore the idea.

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

12. CONTRACTS/AGREEMENTS

A. Placer.AI Software Agreement

Recreation Director Jay Hatch presented the agreement for the Placer.AI location analytics software, explaining that it would allow the City to analyze foot traffic, demographics, and user data across various areas of Madeira Beach. He outlined several applications, including evaluating attendance at special events, informing public safety decisions, tracking post-storm recovery, supporting grant applications, and identifying resident versus non-resident usage patterns. The software would have access to data going back seven years, with new data available within 72 hours. The cost was negotiated from the budgeted \$20,000 down to \$12,000 for the first year, with increases to \$13,000 and \$15,000 in subsequent years of the three-year contract.

Commissioner Ghovaei said he would like to try the software for one year and, if not satisfied, end the contract. Mayor Brooks said there was a 30-day termination clause that allowed them to terminate the contract at any time.

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

Commissioner Tagliarini motioned to approve the contract with Placer.AI software. Commissioner Ghovaei seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

13. NEW BUSINESS

A. Resolution 2026-01 – Emergency Bridge Loan

City Attorney Tom Trask read Resolution 2026-01 by title only:

RESOLUTION 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.

Financial Consultant Andrew Laflin explained that the resolution authorizes a \$3,148,500 emergency bridge loan from the Florida Department of Commerce to fund governmental operations. The loan addresses revenue losses from Hurricanes Helene and Milton, including property tax refunds, future property value losses, parking revenues, building permits, and inspection fees.

The loan terms are favorable - no interest accrues during the 10-year term, no repayment is required until the end of that term, and early repayment is permitted. If payment is missed after the 10-year period, interest at 3% would begin to accrue at that point. The loan must be used for operating purposes such as personnel costs, repairs and maintenance, professional services, and other operational expenses, but not capital expenditures.

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

Vice Mayor Kerr motioned to adopt Resolution 2026-01. 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.

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

- 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 and FY 2026 (City Clerk)
- I. Special Magistrate Lien at 703 Sunset Cove, Madeira Beach – Case No. 24-233 (Baker-Cianciulli)

Added items:

Mayor Brooks

- 1. Parking signage discussion
- 2. Parking garage discussion
- 3. Jetty walkway discussion
- 4. Update on Kitty Stewart Park

Vice Mayor Kerr

- 1. Vacant property behind Kava Coffee Shack

Commissioner Ghovaei

- 1. Asked staff to provide the zoning regulation and land use regulation for the vacant property
- 2. Discuss how to recognize residents who go above and beyond for the City

The Acting City Manager noted various items listed that they were already working on:

- Parking signs
- CXT bathroom for Tom and Kitty Stewart Park
- Feasibility study by Kimley-Horn for South Beach and 130th Ave. lot for the parking garage
- Jetty walkway update
- Renewal of the contractual agreement with Tampa Bay Psychology Associates

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

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners – Reports/Correspondence

Commissioner Tagliarini presented a PowerPoint presentation on the pocket park project, which was funded by ARPA (American Rescue Plan Act) funds. He showed before and after photos of street-end pocket parks that had been improved with pavers, seating, landscaping, and irrigation.

He praised Director Wepfer for completing the project within budget and highlighted how the improvements had enhanced the neighborhoods and public access.

Acting City Manager Belk said he received a Public Comment Card from John Lipa, 399 150th Ave. Unit 117C. He asked why the City is considering the Kava Shack location for utility vehicle storage. Vice Mayor Kerr said he would be happy to put something together on his thoughts on it. Mayor Brooks said it is on the workshop agenda for discussion.

B. Board of Commissioners – 2026 Meeting Schedule

The Commission reviewed the 2026 meeting schedule with no changes or comments.

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

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

The City Clerk presented the 2025 BOC Annual Meetings Report and noted that she had already started the report for 2026. The Commission expressed appreciation for her work.

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

D. City Clerk Report

The City Clerk referred to her earlier report on the election ordinance and noted that she had no additional comments. She asked the Acting City Manager to give an update on the elevator.

Acting City Manager Belk said they are not in ADA compliance with the elevator. They have a little leeway because they are making a good-faith effort. \$30,000 were paid in repairs, but it took months to get the parts. \$32,000 more repairs were identified. He made an emergency purchase which will be brought to the Board to ratify. The City Clerk said the elevator needs to be fixed by June 1st because they cannot have the August primary election at the library.

The Acting City Manager said they are looking into replacing the elevator.

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

E. City Attorney

The City attorney had nothing to report.

F. Acting City Manager

The Acting City Manager reported that the City's appropriation requests were moving forward with some traction, and the City's lobbyist had been authorized to negotiate on behalf of the City.

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

16. RESPOND TO PUBLIC COMMENTS/QUESTIONS

The Commission addressed two main topics from public comments:

1. Commissioner Compensation: Commissioner Tagliarini said he would like the discussion to continue and that if a pay raise is approved, he would either not accept it or return it to the City to avoid any conflict of interest. He thought they needed to be competitive. The Commission agreed to add this topic to the February workshop agenda, noting that any change would not take effect for the current commissioners and would need to be approved at least six months before the next election.
2. Kava Coffee Shack Property: The Commission acknowledged the strong public opposition to using this property for public works, particularly regarding traffic concerns expressed by residents of the adjacent condominiums. They will have a discussion at the next workshop meeting.

Mayor Brooks opened to public comment.

Jerry Cantrell, 13322 First Street East, said the Commission is undercompensated for the excellent job they do. What he was proposing would not put them ahead of any employee. It would only bring them up to a fair wage.

Richard [Last name?], 399 150th Ave., said he is very concerned about traffic in the area of the vacant property at the Kava Coffee Shack. Any more traffic on 150th Ave. is a recipe for disaster. He asked the Board to keep that in mind.

17. ADJOURNMENT

Mayor Brooks adjourned the meeting at 7:32 p.m.

ATTEST:

Anne-Marie Brooks, Mayor

Clara VanBlargan, MMC, MSM, City Clerk



Item 9A.

MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Clint Belk, Acting City Manager

FROM: John Mortellite, Acting Fire Chief

DATE: February 4, 2026

RE: Approval of contractual agreement with Tampa Bay Psychology Associates, LLC

Background

The Madeira Beach Fire Department entered into an agreement with Tampa Bay Psychology Associates in 2025 to support fire personnel who experience high levels of occupational stress due to the nature of their profession. The services provided include mental health training, counseling, and related support services.

During 2025, six (6) department members utilized these services. A total of forty-eight (48) counseling hours were provided, including three (3) hours of crisis calls accessed through Tampa Bay Psychology Associates' 24-hour First Responder Crisis Line. Services are available in person at three office locations or remotely via Zoom, allowing for timely and convenient access.

Mental health challenges among first responders continue to represent a significant and ongoing concern. Utilization of these services in 2025 demonstrates an identified need within the department and supports the continued provision of this benefit in the best interest of Fire Department personnel.

The proposed agreement term is from January 1, 2026, through September 30, 2027.

Fiscal Impact

The contractual agreement establishes the following rates: Individual counseling sessions: \$165 per hour (most commonly utilized service), Crisis and emergency response services, including on-site response during critical incidents or debriefings: \$250 per hour and Training, peer support, or general education services: \$300 per hour.

Recommendation

Staff recommends approval of the contractual agreement with Tampa Bay Psychology Associates to continue providing counseling and mental health support services for Madeira Beach Fire Department personnel.

Attachment(s): Agreement with Tampa Bay Psychology Associates, LLC



AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into by and between Tampa Bay Psychology Associates, LLC a Florida limited liability company, with its principal place of business located at 111 North Belcher Road, Suite 101, Clearwater, FL 33765 (Professional) and the City of Madeira Beach ("City"), a Florida corporation, 300 Municipal Drive, Madeira Beach, FL 33708 and is effective upon the signing of this agreement.

WITNESSETH:

WHEREAS, the City recognizes first responders may be subjected to high levels of stress during the performance of their duties. The nature of some calls may require personnel to perform duties in harsh environments and in the face of great human tragedy, suffering and even loss of life. These stressors may have a direct impact or cumulative impact on the employee. As such, the City desires to address mental health challenges faced by first responders by providing mental health training, counseling, and other services; and

WHEREAS, Professional agrees to provide department training, consultation, and participation in department activities, response to and debriefing of critical incidents involving department employees (operations and civilian), individual counseling, psychological assessment and referral services, and other ancillary and supplementary psychological services in support of the Madeira Beach Fire Department (hereinafter, "MBFD").

NOW THEREFORE, in consideration of the promises states herein, MBFD, and Professional mutually agree as follows:

1. SCOPE OF PROJECT

Professional agrees to provide all psychological services required by MBFD. Services include:

A. Training, Education, & Participation in MBFD Activities:

Professional may be requested to participate in MBFD meetings or provide training/education to MBFD personnel to enhance professional understanding of specific psychological related topics. At the request of MBFD, Professional may be requested to conduct or assist MBFD personnel with scheduled training sessions, to include, but not limited to:

(i) General and Educational Training (open to all MBFD employees)

General trainings focused on various aspects of mental health, behavioral health and general wellness (alcoholic beverages awareness, etc.). Trainings may be variable in length at the mutual discretion of MBFD and Professional. Trainings will be delivered by Professional via in-person seminar or remote access. Topics will be mutually agreed upon by MBFD and Professional.

(ii) Peer Support Team Training

Professional may be asked to work collaboratively with the MBFD peer support team to develop continuing education trainings that are relevant to the continued skill building of the current peer support members, professional consultation, and the overall organizational health of the agency and its incumbents.

(iii) Officer Training

Professional may be requested to present a guided discussion on critical mental health issues, wellness, resilience, or leadership in the fire service during regularly scheduled officer meetings. These guided discussions will focus on providing officers and/or executive leadership the skills to more effectively recognize and respond to the mental health needs of direct reports and collaborate with Professional as a psychological asset to MBFD.

B. Consultation:

Professional will provide, as requested by MBFD, consultation services to MBFD administration regarding organizational issues (e.g., field training specific to mental health issues, the management of prolonged crisis events, such as mass casualty incidents, MBFD employee performance/behavior problems, and general mental health/stress management). Professional will serve as a professional resource for the Departments' administration and employees regarding treatment services, community referrals, and other topics relevant to the Professional's field of practice as it serves for the enhancement of the Department.

Professional will proactively engage with employees and MBFD administration to establish a collaborative and supportive community partner relationship.

In Professional's performance of the services described in this sub-paragraph, Professional will not be required to divulge any information to MBFD members or administration that is deemed by the Professional to be confidential.

C. Critical Incidents:

A line of duty death, potentially fatal injury to an employee, or exposure to an exceptionally traumatic call are perhaps the most extreme stressors employees of a Fire/EMS agency can experience. If such an incident should occur affecting an MBFD employee, the Professional may be requested to respond to the hospital, a fire station, police headquarters to assist those impacted by the incident, or directly to the scene to intervene with responding personnel. In such instances, Professional shall respond to the desired location within two (2) hours of being notified.

Professional may be contacted for consultation by phone regarding critical incidents, including but not limited to fatal fires/accidents, collapsed structures, and other high risk, complex incidents where Professional may be able to assist in resolving the incident through psychological consultation or other psychological interventions.

Individual counseling and/or debriefings MBFD employees involved in critical incidents shall occur based on collaborative scheduling between Professional and MBFD designee. Engagement of Professional for critical events must be initiated by a MBFD designee. Intervention with affected MBFD employees shall occur within 72 hours of the incident unless otherwise approved by the MBFD designee. Intervention can be rendered at the station, at the Professional's location of practice, or via remote format (i.e., Zoom or telephone).

D. Individual Counseling:

MBFD employees may independently request individual counseling after critical incidents or for support during personal crises on their own initiative. Appointments requested by MBFD employees, directly in response to a critical incident, shall be provided within 24 hours following the reporting of an incident. Appointments requested in response to personal crises, including issues, concerns or needs related to marriage, parenting, substance abuse, stress or grief shall be provided at a time mutually convenient for Professional and the requesting MBFD employee.

MBFD employee-initiated services will be confidential, with employee names omitted from any documentation which may be provided to MBFD. Professional shall be responsible for supplying her own office space to perform individual counseling services under this Agreement but may perform services on MBFD premises at MBFD's request.

MBFD shall notify Professional when an MBFD employee is mandated to meet with Professional. For those MBFD employees who are mandated to meet with Professional, Professional shall notify MBFD when the appointment is completed. This notification will include only verification of attendance. Notification may be facilitated by email or letter provided directly to MBFD. If Professional has concerns about an employee's ability to return to duty, Professional may speak directly to an MBFD Command Staff member about such concerns.

Upon termination of this Agreement, Professional should refer all active MBFD clients to another service provider, who has been approved by MBFD, as required by professional and ethical standards. Alternatively, employee(s) may continue to seek services through Professional at the employee's expense.

E. Evaluations

Professional will be retained by the MBFD to complete psychological suitability or Fitness for Duty evaluations for new hire applicants or existing incumbents. Evaluations will ascribe to CFA accreditation standards and utilize testing instruments relevant to the purposes of assessing psychological candidacy of public safety applicants. Evaluations will be conducted exclusively by doctoral level professionals with knowledge and expertise in public safety psychology as assigned by Professional. Findings of evaluations will be reported directly to MBFD.

F. Availability and Contact Information:

Professional shall provide MBFD with at least one (1) contact telephone number by which Professional may be contacted during normal business hours (Monday through Friday, 08:00 a.m. to 5:00 p.m. EST). If Professional is unavailable during normal business hours, Professional shall utilize a messaging service or other mechanism to process incoming calls. Professional must return messages within one hour unless Professional is treating a patient or in session with a patient at such a time, and in such case, Professional shall return messages as soon as reasonably practicable.

Should an MBFD member or MBFD-designated representative contact the Professional via the after-hours emergency telephone number and request immediate intervention, MBFD acknowledges and agrees that it is within the sole ethical and clinical discretion of the Professional to determine the immediate needs of the individual and to render care in a manner that prioritizes the safety and well-being of all parties involved. Any such services

provided outside of normal business hours shall be classified as crisis intervention and will be billed accordingly.

Professional will ensure that, in the event Professional will be unavailable to perform services pursuant to this Agreement for a period of more than 24 hours, an equally qualified and duly licensed in the State of Florida subcontractor shall be available to perform the services set forth herein at Professional's sole cost and expense. Professional shall ensure that the subcontractor is qualified and acceptable to MBFD no later than 48 hours before Professional's anticipated unavailability.

G. Activity Summary:

On a date no later than the fifteenth (15th) day of each month during the term of this agreement including any extensions or renewals, Professional shall provide individually to MBFD with an activity summary to include, at a minimum, the following statistics for the previous month:

- (i) Total number of unique employees and hours of service provided to each employee;
- (ii) Number of the above visits that are repeat visits by employee;
- (iii) List of training/education classes offered, including topic, number of employees in attendance and hours of training provided;
- (iv) Total number of worksite visits and number of hours at each visit;
- (v) Number of call-outs and hours of service provided for each call-out; and
- (vi) Number of consultations provided and total time spent in this activity.

2. TIME OF PERFORMANCE

The term of this Agreement shall be from 01/01/2026-09/30/2027. This Agreement may renew for up to three (3) additional one (1) year terms by mutual written agreement of the parties with an increase of up to 5% in cost to each item listed in the fee schedule of section 4. An increase of up to 5% will occur every year of the renewal term. The Professional shall submit its desire to renew this Agreement in writing to MBFD at least sixty (60) days prior to the end of the current term. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, with or without cause.

3. COMPENSATION

MBFD will pay Professional according to the fee schedule below. MBFD may, from time to time, require changes in the scope of the services to be performed by Professional hereunder. Such changes, including any increase or decrease in the amount of Professional's compensation and changes in the terms of this Agreement which are mutually agreed upon by and between MBFD and Professional shall be effective when incorporated in written amendment to this Agreement.

The following Fee Schedule will apply to services provided to MBFD under this Agreement:

Service	FY26 Fee
Crisis & Emergency Response: On-site intervention/CISM/Debriefing/Critical Response/Crisis Sessions	\$250.00 per one (1) hour session
Counseling sessions	\$165.00 per one (1) hour session

Training: Peer support, General educational, officer development, specialty requested topics	\$300.00 per one (1) hour block
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4. METHOD OF PAYMENT

Professional's invoices shall be submitted to MBFD on a monthly basis in conjunction with the monthly Activity Summary. MBFD agrees to pay after approval under the terms of the Florida Prompt Payment Act, Florida Statutes 218.70 et seq.

In the event the MBFD, in their sole discretion, determine that sufficient budgeted funds are not available to appropriate for payments due to the Professional under this Agreement, MBFD shall notify Professional of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to MBFD. The Special District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation of the Special District's budget.

5. NOTICES AND CHANGES OF ADDRESS

Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

6. TERMINATION OF AGREEMENT

MBFD may terminate the Agreement by giving Professional a thirty (30) day written notice of its election to do so and by specifying the effective date of such termination. Professional shall be paid for its services through the effective date of such termination. Further, if Professional shall fail to fulfill any of its obligations hereunder, this Agreement shall be in default, MBFD may terminate the Agreement, and Professional shall be paid only for work completed.

7. INDEMNIFICATION AND INSURANCE

Professional shall defend, indemnify and hold harmless MBFD, from and against any and all liabilities, claim demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature caused by or are alleged to be caused by Professional or any of its affiliates, contractors, members, employees, agents and representatives, excepting any liability or claim arising or growing out of the gross negligence or willful misconduct of MBFD, its employees, or officials. Nothing herein shall be construed to waive or modify the provisions of Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

Professional covenants that all times while this agreement is in effect it will maintain the following insurances:

A. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

B. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.

C. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

D. **Professional Liability insurance/Medical Errors and Omission/Malpractice** coverage appropriate for the type of business/medical certification engaged in by the Contractor with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

8. PROPRIETARY MATERIALS

Upon termination of this Agreement, Professional shall transfer, assign and make available to MBFD or its representatives all property and materials in Professional's possession belonging to or paid for by MBFD that is not deemed private/protected medical information.

9. INTERESTS OF PARTIES

Professional covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this agreement.

10. CONFORMANCE WITH LAWS

Professional agrees to comply with all applicable federal, state and local laws during the life of this Agreement.

11. ATTORNEY FEES

In the event either party seeks to enforce this Agreement through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

12. GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Agreement, and any action brought by either party shall lie solely in the Middle District of Florida or Pinellas County, Florida.

13. CONFIDENTIALITY

Non-disclosure. The Parties recognize that the Special District is a governmental entity which is subject to the public records and open meetings laws of the State of Florida, and nothing contained herein shall be construed as authorizing or agreeing to any action which would violate such laws. All information claimed to be confidential shall be clearly, distinctly, and separately marked and identified in writing as such. Regardless of whether such information claimed to be confidential shall include any information that: (I) was already in the public domain or is otherwise already disclosed; (ii) was already known to the recipient, without restriction, at the time of disclosure, (iii) was independently developed by the recipient without any use of such information; (iv) was properly obtained by the recipient from a third party lawfully in possession of such information and without breach of such

third party's obligations of confidentiality; or (v) must be disclosed pursuant to court order or under operations of law, including but not limited to the public records or public meetings laws of the State of Florida because such information: (a) does not meet the definition of trade secret as prescribed by section 815.045, Florida Statutes, as may be amended from time to time, or (b) is not otherwise exempt from the public records and open meetings laws of the state of Florida pursuant to a specific statutory exemption. The determination of the applicability of statutory exemption. The determination of the applicability of statutory exemptions to a particular record will be made by the Special District, in its sole and absolute discretion.

Each party ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than those of such Receiving Party's employees and subcontractors with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the sole purpose of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted pursuant to this Agreement. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment for the Confidential Information. Such notice shall be provided prior to disclosure unless otherwise required by court order or applicable Laws. Professional acknowledges that, in the event of a public records request, MBFD may be limited in the amount of notice that it may be able to provide Professional prior to disclosure of records and agrees that the Special District Attorney shall have the sole and absolute discretion to determine when public records must be released in order to comply with Chapter 119, Florida Statutes, and the court decisions construing same. By designating information as Confidential Information, Contractor agrees to indemnify and hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and reasonable attorney's fees incurred by MBFD and/or Special District by reason of any legal actions challenging Contractor's claim. Professional shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements to which Contractor is bound by this Agreement.

"Confidential Information" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within thirty (30) days of the disclosure. Confidential Information shall not include information that (i) as of the Effective Date or after the Effective Date is or becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it. No representations, expressed or implied, are being made through the disclosure of Confidential Information.

Public Records. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Professional on behalf of the Special District, Professional shall: (a) keep and maintain all public

records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the Professional to perform the work contemplated by this Agreement; (b) upon request from the Special District's custodian of public records, provide the Special District with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Professional does not transfer the records to the Special District in accordance with (d) below and (d) upon completion or termination of this Agreement, (i) if the Special District, in its sole and absolute discretion, requests that all Public Records in possession of Professional be transferred to the Special District. All shall transfer, at no cost, to the Special District, all Public Records in possession of Professional with thirty (30) days of such request or (ii) if no such request is made by the Special District, Professional shall keep and maintain the Public Records required by the Special District to perform the work contemplated by this Agreement. If Professional transfers all Public Records to the Special District pursuant to (d) (i) above, Professional shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the Special District and provide the Special District with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. All Public Records stored electronically must be provided to the Special District, upon request from the Special District's custodian of public records, in a format that is compatible with the information technology of the Special District. If Professional does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the Special District may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Professional is acting on behalf of MBFD.

15. CITY PROPERTY.

To the extent permitted by applicable Laws, all studies, generic reports and data compilations prepared by Professional pursuant to this Agreement, shall be the exclusive property of MBFD. Professional shall deliver such MBFD property to MBFD prior to final payment. Notwithstanding anything to the contrary herein, Professional shall be the Records Owner, as defined in Section 456.057, Fla. Stat., of all patient records.

IN WITNESS WHEREOF, each Party represents that it has read this Contract and agrees to perform in accordance with the terms and conditions contained herein. Each Signatory to this Agreement warrants by affixing his or her signature below that he or she is duly authorized to bind the Party whom such Signatory represents.

Tampa Bay Psychology Associates:

Brandy Benson, Psy.D.

Tampa Bay Psychology Associates, CEO
Licensed Psychologist PY 9648

Date

Countersigned:

CITY OF MADEIRA BEACH, FLORIDA

By: Robin Gomez
City Manager

Attest:

Clara VanBlargan
City Clerk



MEMORANDUM

Date: January 21, 2026
To: Mayor, Vice-Mayor and Commissioners
From: Megan Powers, Assistant to the City Manager
Subject: Emergency Purchase- Elevator Repair

Background

The elevator has continually gone down since the hurricanes in 2024. The elevator has more corrosion which needs to be repaired before the elevator can continue to be operational.

We are working with our insurance adjuster to get the cost covered.

Recommendation:

Staff recommends the repair for the time. Staff is already researching the option of a new elevator as well as grant opportunities to help cover the cost.

SCHINDLER ELEVATOR CORPORATION

1150 Assembly Drive, Suite 360

TAMPA FL 33607-4873

Item 9B.



Schindler

Email: veronica.peterlin@schindler.com
Phone: +17274040801

Date: 12/08/2025

Equipment: ONLY ELEV CAB#7277670482 ADSS, 96007444067
Location: 300 MUNICIPAL DR, MADEIRA BEACH FL 33708

Customer:

MADEIRA BEACH MUNICIPAL COMPLE
300 MUNICIPAL DR
MADEIRA BEACH FL 33708

Thank you for trusting us with your elevators and escalators maintenance.
We answered a callback on this equipment and our technician raised a repair need on your installation.
Please find attached our proposal. The work was classified as an imminent breakdown risk.
I'm available for any questions or additional information.
We truly appreciate your valued partnership!

Sincerely,

Veronica R.Peterlin
SCHINDLER ELEVATOR CORPORATION

Enclosed Repair Offer
Quotation
Repair terms and conditions
Order slip

156462871

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www.schindler.com



Schindler

Repair Offer 156462871

96007444067

ONLY ELEV CAB#7277670482 ADSS - 300 MUNICIPAL DR MADEIRA BEACH

Repairs / Upgrades

Water/Weather Damage

- Secure the equipment in a safe fashion to ensure a proper safe environment.
 - Provide and install the following elevator components:
 - a. Install refurbished drive
 - b. Replace first floor hall call station
 - c. Replace first floor fire service keyswitch
 - d. Replace second floor hall call station
 - e. Replace second floor sill
 - f. Replace second floor hall door with stainless steel
 - Make necessary adjustments, test for proper operation, and return the unit to service.
 - Upon completion of this work, all debris will be removed from the jobsite.
- We will make necessary repairs to the following damaged elevator components:

Total Equipment excl. Tax	USD	32,247.88
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Schindler



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Schindler

Quotation 156462871

Pricing:

96007444067	Total	USD	32,247.88
	Applicable Taxes	USD	0.00
	Total including Taxes	USD	32,247.88

Payment:

100 % of the price is due upon acceptance of this proposal*;

* Schindler reserves the right not to source material or schedule labor for the above quoted work until initial payment has been received.

** Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses, and costs of collection. The customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent for payment in full to be made to Schindler.

Work Delivery: Within 6 weeks, from your order.

Quotation validity: 01/07/2026

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www.schindler.com



Repair terms & conditions

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching are by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. **THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. For non-maintenance contract customers, Customer hereby agrees, without limitation, to defend, indemnify, release and hold harmless Schindler and its employees, affiliates, divisions, parent entities, predecessors and successors, representatives and agents from and against all claims, liabilities, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the Work performed by Schindler under this Agreement.
- INSURANCE: At a minimum, Customer shall provide to Schindler, insurance coverages as set forth within, and a certificate of insurance evidencing such coverage: Comprehensive General Liability (including Products Liability, Completed Operations, Broad Form Property damage, and Blanket Contractual Liability) in the amounts of \$2M per occurrence, \$5M aggregate. Schindler Holding, Ltd., Schindler Elevator Corporation, and Schindler Enterprises, Inc. shall be named as additional insureds on the above referenced policies, pursuant to ISO Form CG 2010 11/85, and shall appear as such on the Certificate of Insurance. Insurance shall provide a waiver of subrogation in favor of the entities named as additional insureds. Insurance shall be primary over any other valid and collectible insurance. Any deductible / retention is the responsibility of the Named Insured.
10. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated, and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
11. In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax exempt status, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.
12. We reserve the right to modify price and schedule without penalty due to material or component shortages, increases in inflation and/or material price increases based upon the S&P Material Price Index (MPI).

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Schindler

Order slip 156462871

SCHINDLER ELEVATOR CORPORATION

Veronica R.Peterlin

1150 Assembly Drive, Suite 360

TAMPA FL 33607-4873

Name, Date and Signature:

Veronica R.Peterlin, 12/08/2025

Proposed:

For: SCHINDLER ELEVATOR CORPORATION

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

I hereby accept all 6 pages terms and conditions of the upgrade order agreement 156462871

96007444067

Equipment 96007444067, 300 MUNICIPAL DR MADEIRA BEACH FL 33708

156462871

Total excluding Taxes

USD 32,247.88

Accepted:

For: MADEIRA BEACH MUNICIPAL COMPLE
300 MUNICIPAL DR
MADEIRA BEACH FL 33708

Name, Date and Signature:

1/9/2026

Your purchase Order Reference (Optional):

Purchase order date: 1/9/2026

Amount due upon acceptance of this proposal:

100 % of total amount including Taxes

USD 32,247.88x100%

32,247.88

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Memorandum

Meeting Details: February 4, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: 2026 Ford F550 4X4 Dump Truck Purchase

Background

The Public Works Administration is requesting approval to purchase a 2026 Ford F-550 Regular Cab 4x4 equipped with a 3–4-yard dump body featuring 16-inch drop-down sides, a manual tarp, a 22-inch tailgate, and a factory tow package. This vehicle will be procured utilizing a piggyback agreement from the Florida Sheriffs Association competitively awarded contract, FSA25-VEH23.0, which satisfies procurement requirements and provides favorable pricing.

The proposed vehicle will replace an existing 2009 Ford F-350 dump truck that has been in service for several years and is showing signs of reaching the end of its useful life, including increased maintenance needs and reduced reliability.

The requested dump truck will be utilized for a variety of operational needs, including removal of debris from the beach, support of landscaping activities such as rock, shell, and dirt installation, and delivery of landscaping materials to parks and other public spaces to support beautification efforts. This vehicle will serve multiple departments, provide shared operational support and improve efficiency across city operations.

Fiscal Impact

Funding for this purchase has been approved in the FY26 Budget in the amount of \$125,000 and will be paid from the Public Works Administration Capital Equipment account.

Recommendation(s)

Staff recommend the Board of Commissioners approve the purchase of a 2026 Ford F-550 Regular Cab 4x4 dump truck from Palmetto Ford of Miami through a piggyback of the Florida Sheriffs Association Bid No. FSA25-VEH23.0. for \$90,780.00

Attachments

- Palmetto Ford of Miami Quote

Palmetto Ford of Miami

Item 9C.

7245 NW 36 Street Miami, Florida 33166
305-470-1334 Direct / 305-972-7133 Mobile
crodgers@palmettofordtrucks.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA25-VEH23.0

Purchaser: CITY OF MADEIRA BEACH Date: 01/19/2026
Address: 300 MUNICIPAL DRIVE Phone: 727-543-8154
City: MADEIRA BEACH, FL. 33708 MAGEN WEPFER
mwepfer@madeirabeachfl.com

Base Model:	SPEC # 38 2026 FORD F550 REGULAR CAB 4X4 - F5H (18,000 GVWR)	Price:	\$63,349.00
Inc.	AM/FM RADIO, AIR CONDITIONING		
Exterior / Interior Color:	(Z) WHITE / (AS) MEDIUM DARK SLATE VINYL		

Delivery Info: ESTIMATED AT 2 WEEKS FROM RECEIPT OF PURCHASE ORDER

Option #	99T - 6.7L V8 DIESEL ENGINE	Price:	\$0.00
Option #	44G - FORD 10-SPEED AUTOMATIC TRANSMISSION W/ PTO PROVISION	Price:	\$0.00
Option #	STD - POWER GROUP, LOCKS, WINDOWS, MIRRORS	Price:	\$0.00
Option #	STD - REMOTE KEYLESS ENTRY - (2) TWO KEY FOBS	Price:	\$0.00
Option #	STD - TRAILER TOW MIRRORS	Price:	\$0.00
Option #	18B - FACTORY CAB PLATFORM STEPS	Price:	\$317.00
Option #	41H - ENGINE BLOCK HEATER	Price:	\$248.00
Option #	41P - SKID PLATES	Price:	\$149.00
Option #	76C - FACTORY BACK UP ALARM	Price:	\$228.00
Option #	86M - DUAL BATTERIES, STD W/ 99T DIESEL ENGINE	Price:	\$0.00
Option #	872I - FACTORY BACK UP CAMERA KIT AND INSTALLATION	Price:	\$738.00
Option #	CA84 - 84" CAB TO AXLE	Price:	\$173.00
Option #	DSIP - DEALER STOCK INVNETORY PURCHASE - 1FDUF5HT9REG02693	Price:	\$2,500.00
Option #	DUMP-11/3YD - KNAPEHIDE 11' 3-4 YARD DUMP, 16" SIDES, 6" SIDE BOARDS,	Price:	\$20,328.00
Option #	ELECTRIC HOIST, 22" TAILGATE	Price:	\$0.00
Option #	DUMP-11/3YD - OPTION - 16" DROP DOWN SIDES IN LIEU OF FIXED SIDES	Price:	\$1,398.00
Option #	DUMP-11/3YD - OPTION - MANUAL TARP	Price:	\$1,375.00
Option #	TOWPKG - TOW PACKAGE, RECEIVER, 7-WAY PLUG, 2" BALL, PIN AND CLIP	Price:	\$1,477.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00

Notes:	PALMETTO FORD PRICE ADJUSTMENT FOR NEW 2024 STOCK PURCHASE	-\$1,500.00
Notes:	WITH TWO WEEK DELIVERY FROM TIME OF RECEIPT OF PURCHASE ORDER	

Total Price of Base Unit and all Selected Options: **\$90,780.00**



Memorandum

Meeting Details: February 4, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Public Works Building Conceptual Rendering approval

Background

The purpose of this memorandum is to present three conceptual renderings for the proposed Public Works buildings and to request directions from the Board of Commissioners regarding preferred design elements and overall approach.

As part of ongoing efforts to evaluate future needs for the City's Public Works facilities, staff has worked with consultants to develop preliminary building renderings. These renderings are intended to provide a visual framework for discussion and are conceptual in nature. They do not represent final construction documents, costs, or site plans.

The renderings focus on massing, layout, and architectural character and are intended to assist the Board in identifying preferences and priorities before any further design development occurs.

Fiscal Impact

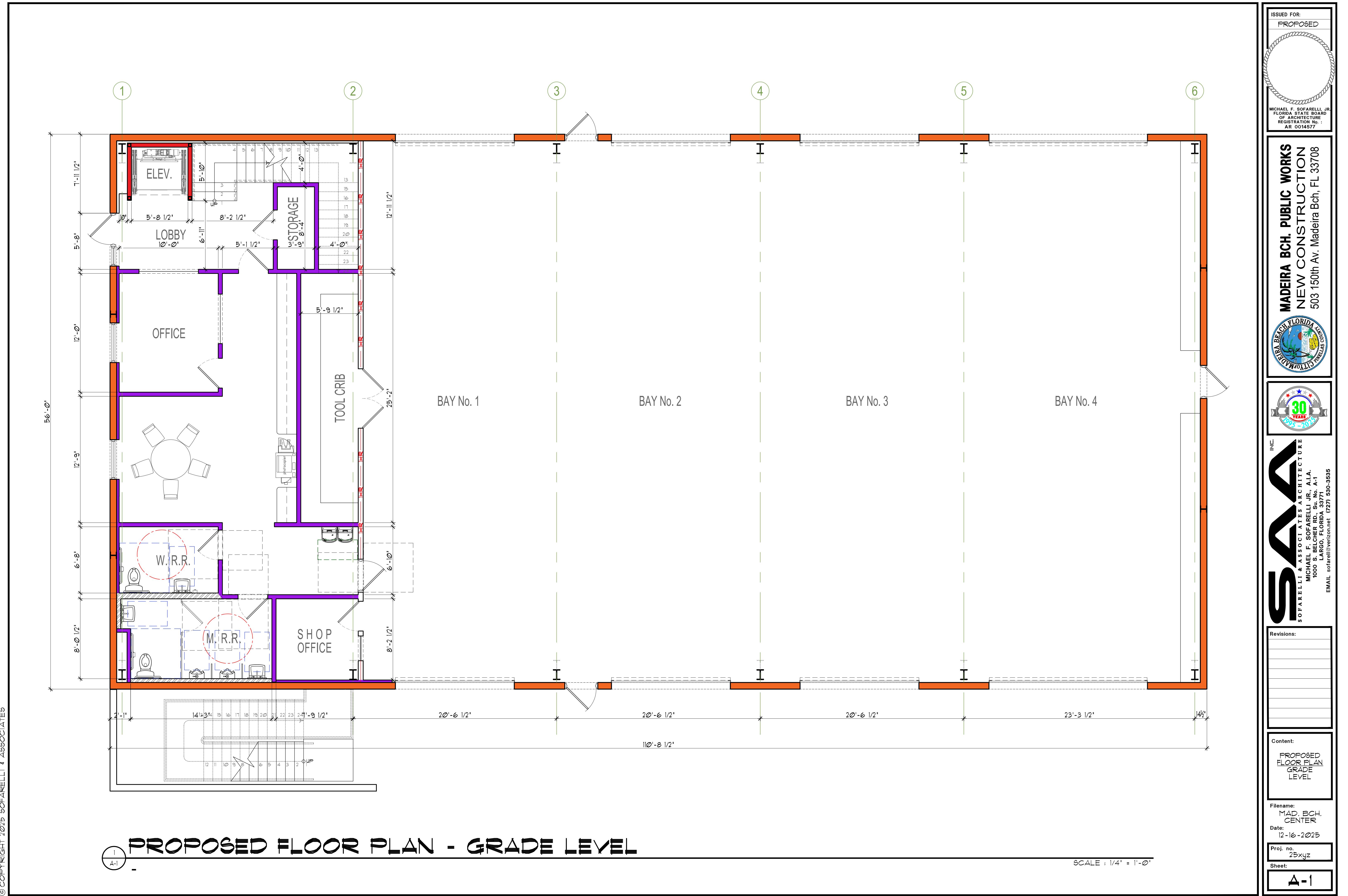
There is no estimated construction cost until we are further into the design process.

Recommendation(s)

Staff recommends the Board of Commissioners approval option number 3 for the exterior look of the new Public Works Building.

Attachments

- Public Works Building Conceptual Renderings
- Public Works Building Floor plan layout



item 9d.

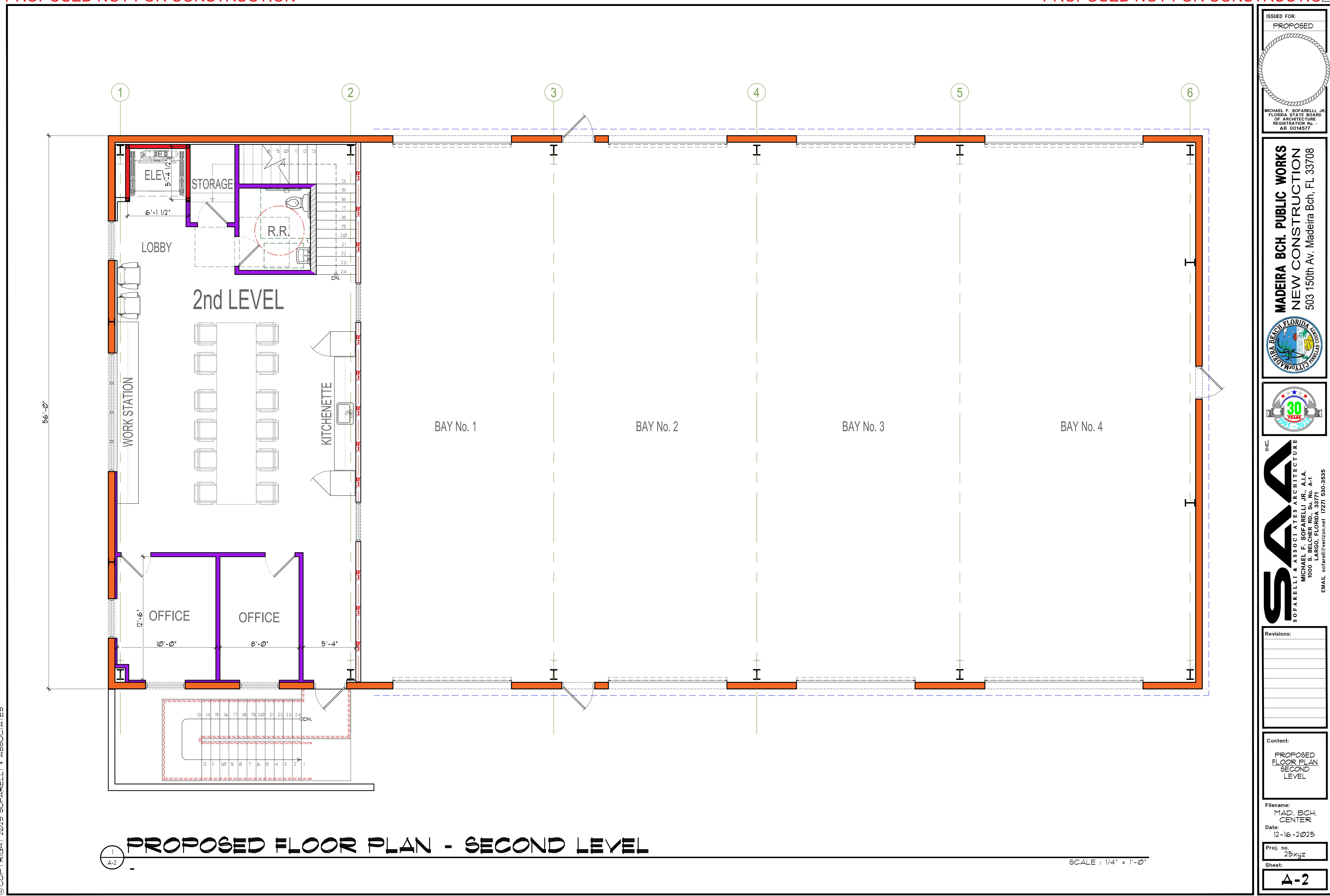
ISSUED FOR:
PROPOSED
MICHAEL F. SOFARELLI, JR.
FLORIDA STATE BOARD
OF ARCHITECTURE
REGISTRATION No.:
AR 0014577MADEIRA BCH. PUBLIC WORKS
NEW CONSTRUCTION
503 150th Av. Madeira Bch, FL 33708SAA
SOFARELLI & ASSOCIATES ARCHITECTURE
MICHAEL F. SOFARELLI JR., A.I.A.
1000 S. BELCHER RD., SUITE NO. A-1
LARGO, FLORIDA 33771
EMAIL: sofariell@verizon.net (727) 530-3535

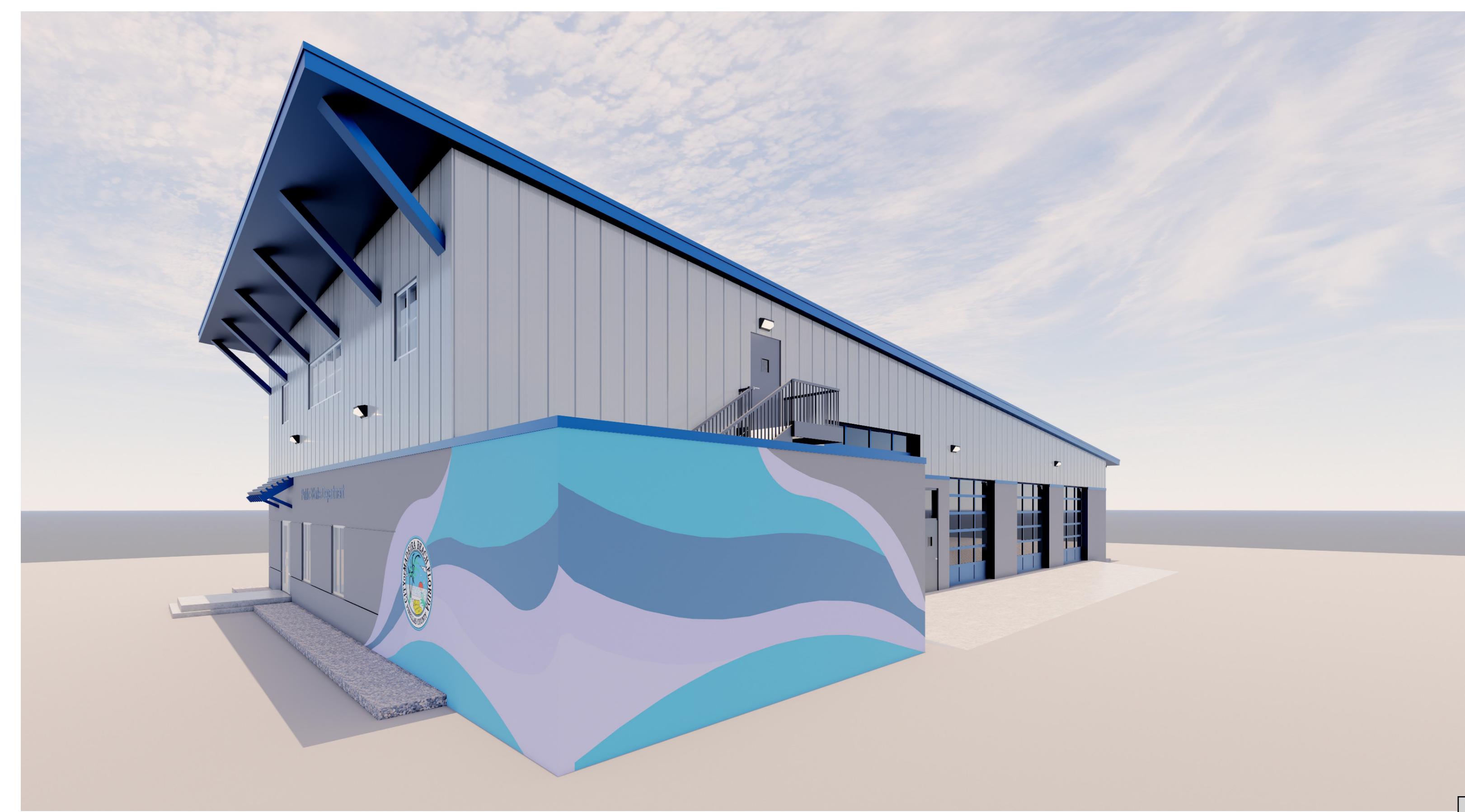
Revisions:

Content:
PROPOSED
FLOOR PLAN
SECOND
LEVEL

Filename:
MAD. BCH.
Date:
12-16-2025
Proj. no.
25xyz
Sheet:

A-2











MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Chief Clint Belk, Acting City Manager

FROM: Jay Hatch, Recreation Director

DATE: January 28, 2026

RE: **Madeira Beach Youth Baseball and Softball – Contract Renewal**

Background

The City of Madeira Beach and Madeira Beach Youth Baseball and Softball Boosters, Inc., now operating as **MB Sports Group, Inc.**, seek to renew and formalize their existing agreement for the continued use of the Madeira Beach Recreation Complex. As the longstanding home of Madeira Beach Youth Baseball and Softball (formerly Gulf Beaches Little League), the complex has served as the league's primary facility since its inception.

The City and the League have maintained a positive and cooperative relationship over many years, working together to provide high-quality youth athletic programming that benefits the Madeira Beach community. This contract renewal is intended to preserve that successful partnership, formally recognize the organization's name change, clarify mutual responsibilities, and ensure the long-term sustainability of youth baseball and softball at the Madeira Beach Recreation Complex.

Fiscal Impact

Madeira Beach Youth Baseball and Softball would pay \$2,500 per season, spring and fall, for the use of the facilities. Additionally, the League would pay \$10 a player per season, up to 250 registered players for the utilization of the fields.

Recommendation

Staff Recommends approval of the proposed contract with MB Sports Group, Inc..

Attachments

MB Sports Group, Inc. Draft Contract

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MB SPORTS GROUP, INC**

The City of Madeira Beach, FL, a Florida municipal corporation, hereinafter referred to as "City" and MB Sports Group, Inc, hereinafter referred to as "League" agree as follows:

The City does hereby agree to the use of the recreational facilities by the League as described below:

1. Non-exclusive use of baseball/softball fields 1, 2, and 3, located at the Madeira Beach Recreation Complex, 200 Rex Place, Madeira Beach FL 33708, as described below.
2. This agreement shall be in effect beginning on the date of the execution of this agreement, _____, 2026 and ending December 31st, 2026. The City or the League may cancel this Agreement at will, without cause, and in its sole discretion upon thirty (30) days written notice to the League.
3. This agreement is specifically conditioned upon the League continuing to run its program in accordance with rules and regulations of Babe Ruth League, Inc and the League Charter, in such a manner that the League's activities are open to all eligible youth who wish to participate, regardless of ability, sex, race, or religion. In the event that the League changes this policy, this agreement shall be subject to immediate cancellation at the discretion of the City.
4. The League agrees to and will at all times agree to protect, indemnify, save, and hold harmless the City of Madeira Beach, its employees, agents, representatives, elected officials, charter officials, successors, volunteers, and assigns from all liability, and claims, demands, damages, and costs of every kind and nature, including all attorney's fees at trial, or appellate levels resulting from or in any manner arising out of or in connection with activities of volunteers, or employees, or resulting from or in any manner arising out of or in connection with the use of the City's recreational facilities by the League. The League shall, upon request from the City, defend and satisfy any and all claims arising from its use of the premises.
5. The City agrees to:
 - a. Mow and maintain the conditions of the baseball and softball fields.
 - b. Provide field availability & blackout schedules at least one (2) months in advance.
 - c. Assume payment of all water, wastewater, stormwater, and sanitation utilities for the complex and concession stand.
 - d. Provide dumpsters, trash cans, and recycle cans.
 - e. Respond to maintenance requests within a timely manner, upon reporting by the League. Maintenance requests will be evaluated and scheduled and only be performed if deemed necessary by the Recreation Department.
 - f. Promote League registration through social media as submitted to the Recreation Department. Proper images and registration links must be provided by the League.
 - g. Promote the League on the City Website.
 - h. Provide meeting space, as determined by the City, once a month at no charge. Scheduling is not automatic and will depend on availability. Cancelling or rescheduling must be done 24 hours prior to the reservation via emailing the Recreation Director or designated City

- Commented [TT1]:** I would recommend that this be an annual contract. Five years is way to long.
- Commented [JH2R1]:** One year.
- Commented [TT3]:** I would recommend that this be an annual contract. Five years is way to long.
- Commented [HJ4R3]:** One year.
- Commented [TT5]:** Who's rules? The city's or Little League?
- Commented [JH6R5]:** Babe Ruth International and League Charter.

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MB SPORTS GROUP, INC**

contact. Staff recommends scheduling of monthly meetings be set on a particular day/date each month to ease with scheduling and consistency.

- i. Provide field lighting as necessary for player safety.
- j. Line the fields for games which correlate to the schedule provided by the League. The City will line and prep the ball fields for games scheduled Monday – Friday. The City will provide chalk for the fields to be lined by the League during any scheduled weekend activity.
- 6. The League Agrees to:
 - a. League shall pay the City \$2,500.00 per season – Fall and Spring – for supplies field maintenance for league activities. Including but not limited to chalk, paint, turface, clay, etc.
 - b. League shall pay the City \$10.00 per participant each season – Fall and Spring – and provide a roster of participants to the City up to a maximum of 250 participants.
 - c. League shall pay a \$1000.00 damage deposit each calendar year to be held by the City in a non-interest bearing account. Costs may be assessed against the damage deposit as described below.
 - d. Upon request, provide the City with high-resolution facility images and a logo for cross-marketing initiatives.
 - e. Notify the City of opening ceremonies and other opportunities for Board of Commissioners awareness and participation.
 - f. The League is responsible for monitoring and maintaining restrooms during League use. The League will pay \$25.00 per hour for additional cleaning required for failure to monitor and maintain restrooms during use. Reimbursement will be withdrawn from the damage deposit provided to the city.
 - g. Maintain the grounds, which include playing fields and areas outside the playing fields free of paper and debris accruing from the operation of the League concession stand or League activity. Remove debris and trash from the Site at the conclusion of each game/practice. Also, collect all litter in the immediate area (Bleachers, concession stand, dugouts, and picnic shelters) at the conclusion of each day's League games and place collected materials into dumpers/trash cans provided by the City. The League will pay the City \$25.00 per hour for trash and debris left by League activities that require pick up by City staff. The fee will be charged after (two) written warnings have been issued during the agreement period. Reimbursement will be withdrawn from the damage deposit provided to the city.
 - h. Ensure that field lights are turned off by 10:00pm daily. Use of maintenance equipment is prohibited between 10:00pm and 7:00pm unless approved by the Recreation Director or designated appointee.
 - i. Provide a roster listing all participants names and addresses no later than the first scheduled game of each season. List shall be provided to the Recreation Department.
 - j. Perform background checks for all volunteers in accordance with the State of Florida requirements.
 - k. In the event of heavy rainfall, the Recreation Director or his designee shall determine the playability of the fields. Should either of those contacts be unavailable, the League President shall determine the playability of the fields. If damage to a playing field shall result from the use of the field following the League President's decision to utilize the

Commented [TT7]: What is this?

Commented [JH8R7]: Clay additive for keeping the field playable when wet.

Commented [TT9]: Of what?

Commented [JH10R9]: Facility images.

Commented [TT11]: I don't know what this means.

Commented [JH12R11]: Was missing the word equipment.

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MB SPORTS GROUP, INC**

field, the League shall be financially responsible for the repair of the fields. The League shall not add or remove any materials to any playing field for any reason.

- I. Obtain written approval from the City Manager prior to any physical improvements or additions are made to any facility covered by this agreement. All existing and future improvements become the property of the City.
- m. Obtain prior approval (minimum of 30 days prior to any event) from the Recreation Director or his designee, for the use of said facilities for any tournaments, clinics, or special events to be held by the League. Rental/use of facilities to others is expressly prohibited. All use of facilities will be scheduled through the Recreation Director. League will be permitted one event per season at no charge. Additional events will be billed at \$10 per hour per field. Any special event must receive approval from the City per the Special Event Permit process.
- n. Provide a detailed Income Statement within 45 days of the end of the fiscal year to the Recreation Director or designated City contact person. Should the City determine the League is not financially sound and able to meet all its obligations, the City may terminate this agreement immediately.
- o. The League will not provide any programs for adult teams at any time.
- p. The League represents and warrants that it has inspected or caused to be inspected the Site, including all facilities, utilities, and improvements thereon, and that they are all acceptable "as is" and appropriate for its operation.
- q. The League must receive prior written approval from the Recreation Director or his designee to utilize any outside vendor or subcontractor. All food venders must pass inspection by the City of Madeira Beach and its Fire Marshall.
- r. At the completion of each season, all of the League's equipment will be removed from all fields and adjacent areas.
- s. The League has first right of refusal for the sales of banners to be placed on the backstop of the ball field fences, behind home plate, between the 1st base dugout and the 3rd base dugout. This area excludes City branded signed that is currently located in the area. The League will be responsible for the production of the banners and will provide the City 20% of the revenue from banner sales.

7. Concession Stand

- a. In the event that the League operates a concession facility or in any way distributes or sells food, beverages, candy, or foodstuffs of any description, the League agrees to fully indemnify and hold the City harmless from any claim or cost arising from the provision of foodstuffs.
- b. The League shall have the non-exclusive use of the concession stand located at the Recreation Complex.
- c. The League shall pay \$100 per month for use of the concession stand during the dates of use which are described below.
- d. The League shall operate and maintain concession facilities in accordance with specifications established by the State Sanitary Code and Pinellas County Health Department. League must obtain and keep current all required licenses and permits and provide the Recreation Department with copies annually. No grilling, cooking, or frying is

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MB SPORTS GROUP, INC**

allowed inside the concession building with the exception of a microwave, hot dog griller, or popcorn machine. No outside frying is allowed within the park unless in an approved area designated by the Recreation Department and Fire Department. Disposal of grease or oil into the concession drains is prohibited.

- e. The League understands that private tournaments and events have the right to choose concession vendors at their discretion and that the League is not permitted to open concession services during these times unless the tournament or event organizer agrees to such services by the League in writing.
- 8. Field Usage
 - a. The League shall have the non-exclusive use of baseball/softball 1, 2, and 3 located in the Madeira Beach Recreation Complex, in accordance with the days/dates noted below. All use of facilities will be scheduled through the Recreation Department. Field allocation will be determined by the Recreation Director or his designee, which, when approved by the City will not be modified without fourteen (14) days written notice to the League or as mutually agreed upon, unless necessary field maintenance exists in which twenty-four (24) hours written notice will be provided. In the event a field is deemed unplayable for any reason, prior notice will be provided as soon as possible and will not require a minimum amount of time.
 - b. At all other times, scheduling for the use of the fields will be based on availability through the Recreation Department to include post-season activities, tournaments, and All-Stars.
 - c. No entity other than the City shall use or remove League-owned equipment or fixtures without League approval.
 - d. The League has the right to the use of baseball/softball fields 1, 2, and 3, Monday – Friday between 5:00pm -11:00pm and 8:00am – 8:00pm on Saturdays and Sundays, during the months of February – June and September – November. Additional use may be requested in January and August outside of planned/scheduled field maintenance. Any and all field use must be scheduled ahead of time and agreed upon by city staff and the league.
 - e. Once the league schedule has been completed and approved by the City and the League, changes in scheduling for games, practices, special events or otherwise must be agreed upon by both parties.
- 9. The City reserves the right at all times to schedule special events and rental tournaments with 30 days' notice.
- 10. The League shall provide a point of contact at contract signing consisting of the name, phone number, and email address. This point of contact shall be the direct line of communication between the League and City.
- 11. The League is hereby authorized and instructed to make, keep and maintain reasonable rules and regulations regarding the use of the facility by members of the League, and the League agrees to keep said premises in as good condition as it is currently. Ordinary wear, tear, and damage by the elements are expected. No soft toss against field fencing is permitted.

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MB SPORTS GROUP, INC**

12. The League, at its expense, shall keep in force during the term of this agreement insurance from a company licensed in the State of Florida. The required insurance shall be evidenced by a certificate of insurance that must be submitted to and approved by the City Manager prior to the effective date of this agreement. The City of Madeira Beach shall be named as an additional insured under the policy, and the City shall be provided with a thirty (30) day notice in the event of cancellation, non-renewal, or adverse change to the policy. The League shall provide, on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, Comprehensive General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence combined single limit to include:

Premises – Operations

1. Independent – Contractors
2. Products-Completed
3. Broad Form Contractual
4. Personal Insurance

Failure to comply with this requirement shall subject this agreement to immediate cancellation.

13. The League is responsible for the payment of all payroll taxes, sales taxes, and worker's compensation claims. The League is also responsible for the collection and remittance of appropriate sales taxes to the State of Florida Department of Revenue.
14. This agreement may not be assigned or transferred in any manner by the League, and any such assignment or transfer is expressly prohibited.
15. This agreement shall be binding upon the parties hereto.
16. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this agreement and shall be deemed hereafter null and void and have no further force and effect whatever.
17. If either party deems it necessary to litigate in order to enforce the provisions of this agreement, the prevailing party shall be entitled to recover attorney's fees and costs.
18. The venue shall be Pinellas County, Florida.

Remainder of page intentionally left blank

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MB SPORTS GROUP, INC**

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first above written.

LEAGUE
MB Sports Group, Inc

CITY
City of Madeira Beach

By: _____

By: _____
Anne-Marie Brooks, Mayor

Name: _____

By: _____
Clint Belk, Acting City Manager

Title: _____

APPROVED AS TO FORM:

Date: _____

By: _____
Thomas J. Trask, City Attorney, B.C.S.

ATTEST:

By: _____
Clara Vanblargen, City Clerk



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Chief Clint Belk, Acting City Manager

FROM: Jay Hatch, Recreation Director

DATE: February 4, 2026

RE: **Awarding of RFP 25-17 – City of Madeira Beach Fireworks Displays**

Background

On December 19, 2025, the City of Madeira Beach released Request for Proposals (RFP) 25-17 seeking qualified fireworks production companies to provide fireworks displays for City-sponsored events throughout 2026. The RFP requested proposals for multiple display dates, including May 1, July 4, and December 11, 2026, with the option for an initial term and up to two (2) one-year renewals.

Two (2) proposals were received by the January 9, 2026 deadline and were evaluated by staff in accordance with the evaluation criteria outlined in the RFP. Proposals were reviewed based on display design and variety, proposed cost schedule, event operations plan, and cancellation/rescheduling terms, with the understanding that cost is a consideration but that the City's objective is to maximize overall value and visual impact within the established budget limits.

Following staff evaluation, Master Pyro Display LLC received the highest overall score and was determined to be the most responsible and responsive proposer. Master Pyro's proposal demonstrated a strong ability to maximize the City's budget through increased display length, shell variety, and overall visual impact, while meeting all operational, safety, and permitting requirements of the RFP. In addition, staff has previously worked with Master Pyro Display LLC and has been very satisfied with the quality of the displays, communication, and overall execution, which further increased staff's level of comfort in the recommendation.

Based on the evaluation results and prior performance, staff recommends approval to authorize negotiation and finalization of a contract with Master Pyro Display LLC for fireworks displays on May 1, July 4, and December 11, 2026, for an initial term with two (2) one-year renewal options, subject to final contract terms and approval by the City Attorney.

Fiscal Impact

Funding for the fireworks displays on May 1, July 4, and December 11, 2026 is included in the adopted FY 2026 budget in the amount of \$50,000 for City-sponsored fireworks events. The proposed award authorizes staff to negotiate and finalize a contract with Master Pyro Display LLC and will not exceed the budgeted amount. No additional fiscal impact is anticipated. The contract will be for an initial term with up to two (2) one-year renewal options, subject to future budget appropriations and Board approval.

Recommendation

Staff recommends approval to authorize staff to negotiate and finalize a contract with Master Pyro Display LLC for fireworks displays on May 1, July 4, and December 11, 2026, for an initial term with up to two (2) one-year renewal options, subject to final contract terms and review by the City Attorney.

Attachment

Request for Proposal (RFP) 25-17 – City of Madeira Beach Fireworks Displays

Proposal Response – Master Pyro Display LLC

Proposal Response – North Florida Pyrotechnics

RFP Scoring and Evaluation Summary

Fireworks Agreement



**North Florida Pyrotechnics
1212 Blanding Blvd. #10
Orange Park, Florida 32065**

*Madeira Beach Display Proposals RFP #25-17

*Effects list for each display date

*Display Durations-

*Total Price for Each Display-

*July 3rd, 4th. Has two separate options-

*All Displays will be scripted using Finale 3D and electronically fired using Cobra Pyrotechnics Command center utilizing 6.1 software.

Proposed Aerial Display May 1st 2026 Fired off City Pier

Grand Opening

#36 2.5" Assorted Color Shells to include the following effects
#12 Red Chrysanthemum
#12 White Peoney
#12 Blue Peoney

Body of Display

#240 2.5" Assorted Color Shells to include the following assorted effects

Red Chrys.
 Silver Strobe Chrys. to Cyan
 Magenta to Crackling
 Aqua to Crackling Flower
 Green Dragon Eggs
 Silver Willow
 Red Willow
 Red to Sea Blue
 Orange to Popping Flower
 Violet and Lime Chrys.
 Brocade Crown to Gold
 Jellyfish
 Gold Willow
 Cyan to Orange
 Aqua and Pink Peoney
 Green Wave Chrys.
 Orange Popping Flower
 Lime Peoney
 Green Strobe
 Blue Willow

Finale- 2.5" Display Shells

#144 Red, to White, Peoney

#72 Color Chrys to Thunder

Total Shells #492

May 1st Display Duration 11:15

Proposed Price for May 1st \$4500.00

Proposed Aerial Display July 3rd. or 4th. 2026 Fired from an anchored Barge 700' in front of 200 Rex Place Madeira Beach.

Grand Opening of Proposed Display

4- 6" Red to white chrysanthemum display

shells Body of Proposed Display

4" Display Shells- #432 Assorted Shells

6" Display Shells -#108 Assorted

Shells Red Peoney

White Peoney

Horsetail Pistil

Brocade
Nishiki
Brocade
KamuroRed to
White Peoney
Blue Peoney
Dragon
Eggs Blue
Thunder
Silverwav
wave
Cyan to Orange
Peoney Aqua to Pink
Peoney
Red to Green
Chrysanthemum Gold
Coconut Tree
Blue to
Crackling Red
Willow Green
Willow
Orange to Popping
Flower Brocade
Crown to Gold
Finale of Proposed
Display
3" Blue Thunder to Color Chry-#144
4" Red, White, Blue Display Shells -#720
6" Red to White Chry.#27
Total Shells Per Category
Opening -#4
Body-#540
Finale- #891
Total Shell Count #1435 Shells
July 3rd or 4th Display Duration 22:40
Proposed Display for July 3rd. \$30,000.00 w/ Barge

Proposed Display for July 4th \$32,000.00 w/ Barge

Proposed Display for July 3rd. \$26,000.00 Land Based Show
Supplementing 6" Display Shells with 4" Display shells with same
Effect due to smaller fallout radius.

Proposed Display for July 4th \$28,000.00 Land Based Show
Supplementing 6" Display Shells with 4" Display shells with same
Effect due to smaller fallout radius.

Proposed Aerial Display Fired off City Pier December 11th. 2026

Grand Opening of Display

#60 Red to Green Peoney

Body of Display

#240 2.5" Assorted Color Shells to include the following assorted effects

Red Chrys.

Silver Strobe Chrys. to Cyan

Magenta to Crackling

Aqua to Crackling Flower

Green Dragon Eggs

Silver Willow

Red Willow

Red to Sea Blue

Orange to Popping Flower

Violet and Lime Chrys.

Brocade Crown to Gold

Jellyfish

Gold Willow

Cyan to Orange

Aqua and Pink Peoney

Green Wave Chrys.

Orange Popping Flower

Lime Peoney

Green Strobe

Blue Willow

Finale- 2.5" Display Shells

#144 Red Strobe,, Green Strobe, White Strobe

#72 Color Chrys to Thunder

Total Shells #516

Proposed Price for December 11th 2026 \$4,250.00

Total Display Duration 12:00

MASTER PYRO DISPLAY

WE PAINT THE SKY FOR YOU



PROFESSIONAL FIREWORKS DISPLAYS POWERED BY

 **COBRA**
Wireless Firing Systems

Request For Proposal #25-17

THE CITY OF MADEIRA BEACH, FL



December, 26th
 City of Madeira Beach
300 Municipal Dr
Madeira Beach, FL 33708

To Whom It May Concern,

We extend our gratitude for considering Master Pyro Display in your Request for Proposal for City of Madeira Beach Fireworks Displays. We express excitement about the opportunity to provide your guests with world-class pyrotechnics, like we have been doing for our customers since the company was founded 5 years ago.

The cost quoted for each production covers all local and state permits, a certificate of insurance, shipping, labor, and workman's compensation, product design, choreography and post-show cleanup. We possess the necessary expertise and resources to create a spectacular display from concept to clean up.

We guarantee the use of only approved products at your show site and assure you of the highest standards of safety and entertainment value through our experienced technicians. As with all our displays, your complete satisfaction is our guarantee.

We appreciate your consideration of our services and look forward to working with you to create an unforgettable event.

Sincerely

BRIAN ACOSTA, MGR
 MASTER PYRO DISPLAY LLC
 844-927-2412
www.masterpyrodisplay.com



In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF	ATF - Chief, FELC	License/Permit Number	1-FL-031-54-8D-01283
Correspondence To	244 Needy Road Martinsburg, WV 25405-9431	Expiration Date	April 1, 2028
Chief, Federal Explosives Licensing Center (FELC) <i>Master Handwritten</i>			

Name

MASTER PYRO DISPLAY LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

5310 PHILIPS HWY
JACKSONVILLE, FL 32207-

Type of License or Permit

54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Brian Acosta
Licensee/Permittee Responsible Person Signature

BRIAN ACOSTA
Printed Name

MGR

Position/Title

3-11-2025

Date

Mailing Address (Changes? Notify the FELC of any changes.)

MASTER PYRO DISPLAY LLC
3332 VICTORIA PARK RD
JACKSONVILLE, FL 32216-

Previous Edition is Obsolete

MASTER PYRO DISPLAY LLC:5310 PHILIPS HWY:32207:1-FL-031-54-8D-01283:April 1, 2028:54-USER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here 

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **MASTER PYRO DISPLAY LLC**

Business Name:

License/Permit Number: **1-FL-031-54-8D-01283**

License/Permit Type: **54-USER OF EXPLOSIVES**

Expiration: **April 1, 2028**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

State of Florida

Department of State

I certify from the records of this office that MASTER PYRO DISPLAY LLC is a limited liability company organized under the laws of the State of Florida, filed on October 13, 2021, effective October 14, 2021.

The document number of this limited liability company is L21000447276.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 5, 2025, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of May, 2025*



A handwritten signature in black ink, appearing to read "T. J. H." followed by a horizontal line.

Secretary of State

Tracking Number: 8843550444CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



This letter express Master Pyro Display LLC's understanding of the City's objectives and work requirements in providing the requested services. Our organization is committed to meeting these objectives and requirements to the best of our abilities.

Our proposed approach for addressing the required services will involve a comprehensive strategy that is tailored to the unique needs and preferences of the City. Our team will work closely with your organization to identify and prioritize key objectives, and we will develop a customized plan of action to meet those objectives within the required time frame.

Our team of experienced professionals is equipped to handle the full range of services required by the City, including planning, design, execution, and cleanup. We recognize the importance of adhering to the City's schedule for providing the work, and we will make every effort to ensure that the requested services are delivered in a timely and efficient manner.

During the last years we have handle many displays for all sizes of events, from land based site to multiple floating platforms and sport stadiums. We are proud to say that, so far, we have 100% retention of our customers, a history of zero safety issues and insurance claims, and our clientele portfolios keep doubling every year.

Our company is focused on changing the vision of pyrotechnic shows by incorporating a powerful set of high-end, state-of-the-art firing system technology. Regardless of the size or budget of any show, we aim to enhance overall results while prioritizing the safety of both the crew and the audience.

Master Pyro Display has been in the business of providing exceptional pyrotechnic entertainment for three consecutive years. Our commitment to delivering the best entertainment value and ensuring the highest possible safety standards for both our clients and technicians are our top priorities.



We offer stock materials to fit any budget and manufacture custom effects to cater to the unique needs of our clients. Throughout our history, we have produced awe-inspiring large aerial displays and musical accompaniments. Our in-house music editing facilities are fully equipped to create customized musical scores from commercially available music.

Master Pyro Display is proud to present an extensive range of fireworks products sourced from various parts of the world, including Japan, China, Spain, Italy and Mexico. Our unique blend of imported and domestically manufactured items enables us to create the most captivating and entertaining fireworks displays that are available anywhere.

At Master Pyro Display, we take pride in offering the best products and services in the industry. Our team of experts utilizes their extensive knowledge and expertise to ensure that our customers receive the highest level of satisfaction. We are committed to providing an exceptional experience for our customers and guarantee that our displays will leave them with unforgettable memories.

MASTER PYRO DISPLAY LLC is a sole proprietorship LLC registered in Florida. The company was founded on October 13, 2021, and has been in business since then. The principal address is 5310 Philips Highway, Jacksonville, FL 32207, and the phone number is 844-927-2412.

The mailing address is 3332 Victoria Park Road, Jacksonville, FL 32216.

MASTER PYRO DISPLAY LLC is owned and managed by Briian Acosta. With residential address, 3332 Victoria Park Road, Jacksonville, FL 32216, and phone number is 904-566-8762.

In summary, we are confident in our ability to meet the City's objectives and requirements for the requested services. We look forward to the opportunity to put our proposed approach into action and to provide you with the highest quality of service possible.

Thank you for your consideration.

Sincerely,

BRIIAN ACOSTA
OWNER/MANAGER
MASTER PYRO DISPLAY LLC
844-927-2412
www.masterpyrodisplay.com



PUBLIC CRIMES AND DRUG FREE STATEMENT

At our company, we are committed to upholding stringent ethical and moral standards in every aspect of our operations. This includes, but is not limited to, maintaining a alcohol and drug-free workplace environment. We ensure full compliance with all applicable laws and regulations at the local, state, federal, and county levels.

Furthermore, this statement serves to certify that neither the proposer nor any of our company officers have ever been subjected to investigation by any governmental, administrative, or law enforcement agencies.

Additionally, I affirm that Master Pyro Display LLC has never faced contract termination or failed to fulfill any contractual obligations or agreements. We strive to maintain a reputation built on reliability and integrity.

BRIAN ACOSTA, MGR
MASTER PYRO DISPLAY LLC
844-927-2412

Since founded back in 2021, **Master Pyro Display LLC** specializes in delivering world-class aerial entertainment. We provide turnkey solutions—from initial site design and permitting to choreographed execution—ensuring every display is a breathtaking, safe, and memorable event.

Core Capabilities

- **Precision Choreography:** State-of-the-art electronic firing systems synced to custom soundtracks and 3d show simulations.
 - **Regulatory Excellence:** Seamless coordination with FAA, USCG, and local Fire Marshals.
 - **Safety Record:** A 100% safety-first culture with comprehensive insurance coverage.
 - **Diverse Venue Expertise:** Experience launching from barges, stadium rooftops, and urban parks.
-

Past Performance & Key Clients

We are proud to have served a wide variety of municipal and private entities across Florida, ranging from high-capacity professional sports venues to community-focused holiday celebrations.

Client / Entity	Event Scope	Location
MLB: The Atlanta Braves	Professional stadium displays & seasonal celebrations	North Port, FL
City of North Port	Annual Independence Day and municipal festivities	North Port, FL
City of Lake City	Large-scale community Independence Day fireworks displays	Lake City, FL

Client / Entity	Event Scope	Location
City of Marco Island	Coastal/Beachfront Independence Day Celebration display	Marco Island, FL
City of Starke	Traditional holiday Independence Day celebration and civic celebrations	Starke, FL
City of Keystone Heights	Independence Days Celebration displays	Keystone Heights, FL
Post St. Johns Community Foundation	Private foundation events and Independence Day Celebration	St. Johns, FL

Project Highlights

- Professional Sports Partnerships:** Our ongoing work with **The Atlanta Braves** (MLB) involves high-intensity, precision-timed displays that require strict adherence to stadium safety protocols and high-definition visual impact for thousands of spectators.
- Municipal Holiday Celebrations:** We serve as the primary pyrotechnic partner for various Florida cities, managing complex logistics for **Independence Day** and **New Year's Eve** events that draw significant tourism and local crowds.
- Waterfront & Coastal Mastery:** Our work in **Marco Island** and **Crystal River** demonstrates our ability to execute complex launches over water, managing environmental considerations and maritime safety regulations flawlessly.

Commitment to Quality: Every display listed above was executed with a focus on "The Wow Factor" while maintaining a perfect safety record, ensuring that city officials and private stakeholders can provide entertainment with total peace of mind.



PROFESSIONAL EXPERIENCE

A B O U T

MASTER PYRO DISPLAY LLC was founded in October 2021 by the experienced pirotechnician Briian Acosta, with the purpose of revolutionizing the market by offering exceptional fully computerized fireworks displays, introducing the safest state of the art technology of the industry.

C O N T A C T

5310 Philips Hwy
Jacksonville Fl 32207
masterpyrollc@gmail.com
844.927.2412

S o m e o f o u r c l i e n t s.....

- City of Crystal River, FL
- City of Keystone Highs, FL
- City of Debary, FL
- City of North Port, FL
- Post St Johns Community Foundation
- MLB The Atlanta Braves
- City of Starke, FL
- City of Lake City FL
- City of Marco Island, FL

OUR SERVICES

- Cities events and holidays celebrations
- Corporated events
- Weddings and Parties
- Fully scripted and synchronized Pyromusicals

SAFETY IS OUR PRIORITY

Display will be shot in strict accordance with NFPA 1123, and only high quality professional products are used
All our technicians are regularly trained and ATF certified

"As part of our business transparency policy, we make all customer's contact information available upon request. We can also provide you with the contact information of Fire Marshals and Fire Inspectors we have worked with before, for references about our work ethics and professionalism."

REFERENCE 1

City Of North Port

Company Name

Shelby Mendelson, CPRP Recreation Manager

Contact Name and Title

Office: 941-429-x3561 Cell: 941-374-7160

Phone Number

smendelson@northportfl.gov

Email Address

Duration of Contract or Business Relationship:

3 Year CONTRACT AMOUNT \$35,000.00

We are the Exclusive Pyrotechnics Provider for the Venice Symphony Orchestra and the MLB Atlanta Braves at the same location

Description: Land-based Independence's Day fireworks display synchronized with music

REFERENCE 2

City Of Marco Island

Company Name

Samantha Malloy, CPRP ,Manager of Parks, Culture, & Recreation

Contact Name and Title

Office: 239-389-3917

Phone Number

smalloy@cityofmarcoisland.com

Email Address

Duration of Contract or Business Relationship:

3 Year CONTRACT AMOUNT \$83,000.00

Description: Independence's Day fireworks display on barge 1000ft from the coastline

REFERENCES

REFERENCE 3

Port St. John Community Foundation

Company Name

Randy Rodriguez , Senior Director

Contact Name and Title

321-863-7499

Phone Number

happenings1@bellsouth.net

Email Address

Duration of Contract or Business Relationship:

5 Years CONTRACT AMOUNT \$22,000.00

Description: Land based Independence's Day fireworks display, scheduled 1st Saturday of July every year, synchronized with music.

REFERENCE 4

Cit of Lake City

Company Name

Kimi D. Roberts, Board of County Commissioners office – staff

Contact Name and Title

386-758-1390

Phone Number

kroberts@columbiacountyfla.com

Email Address

Duration of Contract or Business Relationship:

1 Years CONTRACT AMOUNT \$34,000.00

Description: Land based Independence's Day fireworks display synchronized with music

MASTER PYRO DISPLAY LLC.

Federally Licensed certified & Fully Insured
Professional Fireworks Displays

OPERATIONS PLAN FOR INDEPENDENCE DAY CELEBRATION

Event Setup and Execution Plan

1. The crew is scheduled to arrive on the day prior to the event at approximately 9:00 AM.
2. The initial phase will involve preparation and setup, ensuring the stability of racks and maintaining appropriate distances between various mortar sizes. Additionally, necessary weather preparations will be implemented.
3. The fireworks setup is expected to be completed by approximately 7:00 PM. A preliminary computer test of the display will be conducted, and any potential wiring issues must be addressed. A call will be made to the sponsor to inform them of our readiness.
4. On the morning of the event, it is essential to reinspect all setups. A second computer test will be conducted to ensure that ignitors continuity has not been affected by adverse weather conditions or high humidity. Any identified issues will be resolved immediately. By 7:00 PM, barges should be securely anchored at the designated shooting location. A third and final computer test will be executed.
5. By 8:30 PM, the system will be armed and prepared for the display. The launch will occur at 9:00 PM, contingent upon the authorization from the sponsor. Following the completion of the display, a cooling down period of approximately 30 minutes will be allowed to mitigate accidental dub shells firing risks.
6. The cleanup and breakdown of the entire setup should be completed within a time frame not exceeding two hours.
7. The crew is anticipated to depart from the venue no later than 11:30 PM.

Turn Key Clear Pricing:

At Master Pyro Display, the price you pay for your fireworks display covers everything necessary, except for your own advertising and event preparations and barge rental. We don't have any hidden costs and the display price includes the following:

- All shipping costs for fireworks, equipment, and tools. Including removal of any unused pyrotechnics.
- Digital 3D custom show design.
- All travel costs for our display personnel
- All product (fireworks/ pyrotechnics)
- All materials/ equipment
- All required rental equipment and consumable materials
- All safety/ PPE - as required under NFPA 1123
- N.F.P.A. approved mortars/ racks
- All electronic firing equipment
- All required insurance certificates.
- All permits conforming with all regulations required by the N.F.P.A., B.A.T.F.E., F.A.A. and any other Municipal, State or Federal law or regulation.
- Post show clean-up and site re-inspection

Our Internal Budget Management Plan:

Master Pyro Display is proud to offer an extensive range of fireworks products sourced from various parts of the world, including Japan, China, Spain, Italy, and Mexico. Our unique blend of imported and domestically manufactured items allows us to create the most captivating and entertaining fireworks displays available anywhere. By ensuring the best possible prices and stocking enough product for approximately three years' worth of contracts, we guarantee that our clients will always receive the maximum value for their investment.

We have also secured fixed-price contracts with suppliers to reduce surprises related to sudden tariffs or shipment costs.

In all cases Master Pyro Display is fully committed to absorbing any additional expenses that may arise from the previously mentioned matters. This commitment reflects our dedication to providing exceptional service and ensuring a successful partnership.

City of Madeira Beach City of Madeira Beach Fireworks Displays

Negotiation

The Staff Evaluation Committee will make recommendations to the Board of Commissioners of those proposers it determines are best qualified to perform services, if any. Upon approval of the recommendations, the successful proposer(s) may be invited to enter negotiations. These negotiations are generally relative to the scope of services to be performed and the associated costs.

Award

Award of any resulting agreement is subject to the approval of the Board of Commissioners.

Form A- Acknowledgement of Addenda

The Proposer hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFP. It is the sole responsibility of the Proposer to ensure that all addenda have been received and receipt of each has been acknowledged. Failure to submit acknowledgement of each addendum issued may result in the Proposer being deemed non-responsive.

ADDENDA NUMBER	ADDENDA DATE
1	01/02/2026

City of Madeira Beach
City of Madeira Beach Fireworks Displays

Item 9F.



Signature of Proposer's Agent

MANAGER

Title

BRIAN ACOSTA

01/06/2026

Printed Name

Date

City of Madeira Beach

RFP 25-17

City of Madeira Beach Fireworks Displays

16

Form B - Public Entity Crimes

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted providers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a provider, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted providers list.

Acknowledged by:

MASTER PYRO DISPLAY LLC

Firm Name



12/25/2025

Signature

Date

BRIAN ACOSTA, MANAGER

Printed Name and Title

Form C- Drug – Free Workplace

Proposers must certified that they maintain a drug-free workplace program compliant with the standards set forth in Florida Statutes § 440.102

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Acknowledged by:

MASTER PYRO DISPLAY LLC

Firm Name



Signature

12/25/2025

Date

BRIAN ACOSTA, MANAGER

Printed Name and Title

THE CITY OF MADEIRA BEACH, FLORIDA

JULY 3rd, 4th, 2026-28 DISPLAY SYNOPSIS

COST OF SHOW FOR JULY 4th \$35000

COST OF SHOW FOR JULY 3rd \$33000 (\$2000 discount , DUE TO COMPANY SAVING ON LOGISTICS)

OPENING BARRAGE

100—2.5"shells
 10 – 3" Shells assorted colors chained
 10 – 3" Shells salute report
 30 – 4" Shells assorted colors
 10– 5" Shell fancy effect
 2– Multi color and effects professional repeaters 100 shots each

TOTAL of 360 shots DURATION 1-1.5 MIN

MAIN BODY AERIAL DISPLAY

170 – 3" Shells assorted colors and effects
 258 --4" Shells assorted colors and effects
 150 --5" Shells assorted colors and effects
 20 -- 6" Shells assorted colors and effects
 3-- 8"Shell assorted colors and effects
 204 Shot of our famous night time smoke
 19 shots rainbow fanned slices
 2 – 300 shots professional repeaters
 15 – prolevel comets assorted colors
 15 – prolevel mines assorted colors

TOTAL of 1454 shots DURATION 20-22 MIN

GRAND FINALE

240 – 2.5" Finale color and report
 120 – 3" Finale color and report
 2 – 4" Shells assorted
 20 – 5" Super Brocade shells
 4-- 6" Super Brocade shells
 8-- 8" Finale Brocade Shell
 2 – 49 salute repeaters
 3 – 100 shots finale repeaters with report
 20 – 4" waterfall special shells for event closing

TOTAL of 812 shots DURATION 1-1.5 MIN

A GRAND TOTAL OF 2626 SHOTS WILL BE USED FOR AND ESTIMATED SHOW DURATION OF 22-25 MIN

THE CITY OF MADEIRA BEACH, FLORIDA

May 1st, December 11th, 2026-2028 at 200 REX PL

DISPLAY SYNOPSIS

COST OF SHOW \$5000

OPENING BARRAGE

30—2.5" SHELLS

40-- 1"-1.75" 1.4G pro shells

2-- 15/30mm 100 shots repeaters

100 special effects shots in mixed repeaters

TOTAL of 370 shots DURATION 1 MIN

MAIN BODY AERIAL DISPLAY

60-- 1"-1.75" 1.4G pro shells

40—2.5" SHELLS

4-- 15/30mm 100 shots repeaters

865 special effects shots in mixed repeaters

TOTAL of 1265 shots DURATION 8 MIN

GRAND FINALE

30—2.5" SHELLS

40-- 1"-1.75" 1.4G pro shells

3-- 15/30mm 100 shots repeaters

100 special effects shots in mixed repeaters

30—1.75"loud salutes shells

10— 1.5" waterfall special shells for event closing

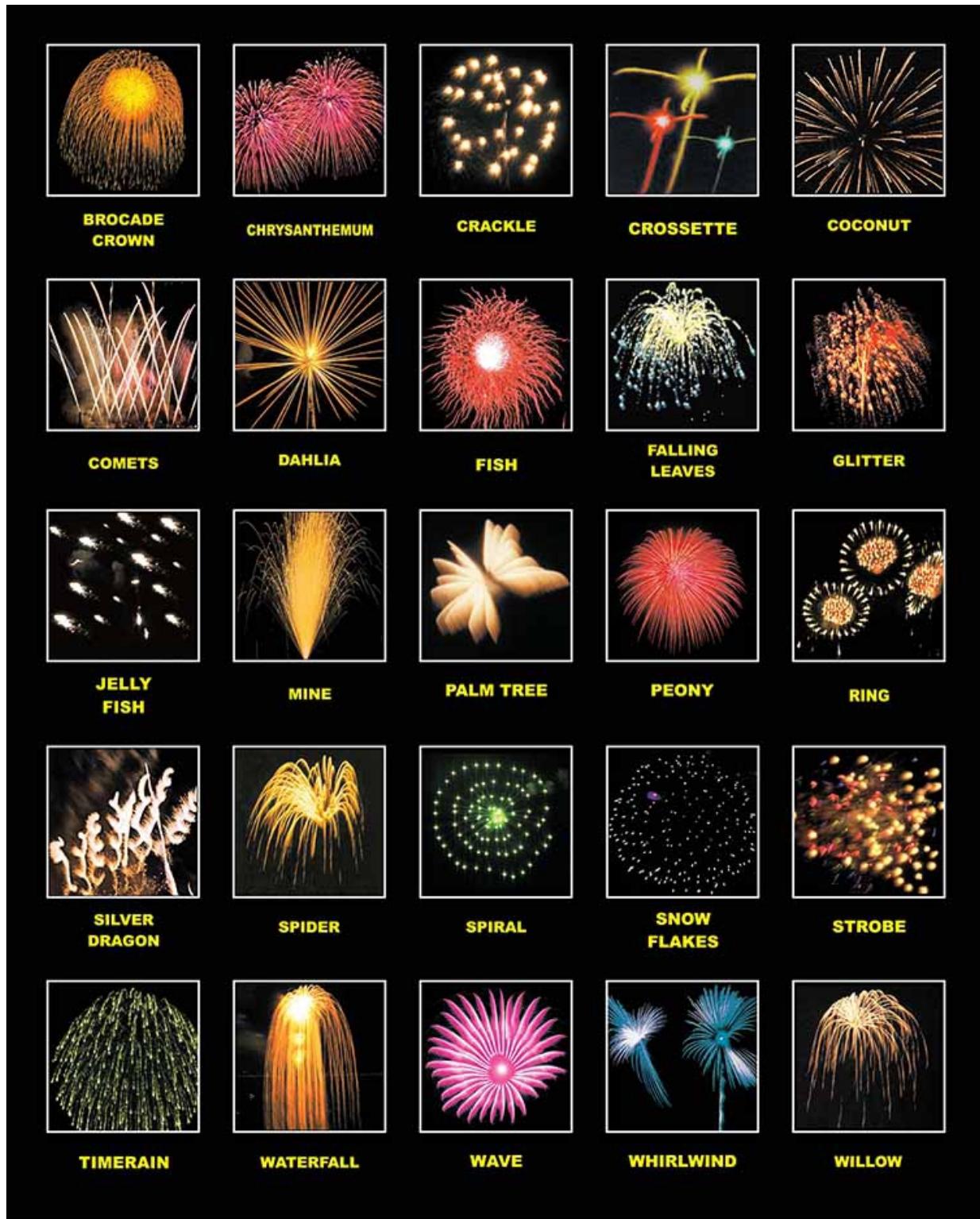
TOTAL of 510 shots DURATION 1 MIN

GRAND TOTAL SHOTS COUNT :2145

ESTIMATED SHOW DURATION:10 MIN

**ALL ITEMS USED WILL BE CATEGORY 1.4G AND 1.3G
PROFESSIONAL FOR ALL ITEMS SIZES**

Only high quality imported product will be used during this display. This is an example of the patterns we will be using at your show.



Display will be designed in a layered effect format, the medium and high level effect will cover more of the sky from the audience perspective.

SHOW IS DESIGNED WITH STATE OF THE ART FINALE 3D SOFTWARE AND WILL BE REMOTLY FIRED WITH OUR PROFESSIONAL WIRELESS COBRA FIRING SYSTEM

Pyromusical scripting will be offered at no cost to the costumer only if the desired music file is provided by the City of MADEIRA BEACH to Master Pyro Display LLC at least 30 days before the show date, or if Master Pyro Display LLC is allowed to choose and use music tracks at its will.

Please be advise that converting the show to pyromusical may modify the display lenght in about +/- 1 mins, but shells count remain the same. MASTER PYRO DISPLAY LLC might provide sound system depending on availability, As of today PA system can be provided , May 1st and December 11th.

MASTER PYRO DISPLAY LLC WILL PROVIDE

All shipping costs for fireworks, equipment, and tools. Including removal of any unused pyrotechnics.

Premiere show design with FINALE 3D

All product (fireworks/ pyrotechnic products)

All materials/ equipment

All required rental equipment and consumable materials

All safety/ PPE as required under NFPA 1123

N.F.P.A. approved mortars/ racks

Cobra digital wireless firing equipment

All required insurance

Off site storage and daily delivery and removal of ALL explosive materials.

No explosive materials will be stored on city property.

After show clean up

Exhibit A: Page 1 of 4

Proposed Cost Schedule: May 1, 2026

Item	Shell Size	Total Number of Shells by Size	Shell % by size
1	3" or smaller	2145 shells, max size allowed by NFPA1123 is 2.5"	100
2	4"		
3	5"		
4	6"		
5	7"		
6	8" or larger		
7	Display Length: 10 MINUTES	Total Cost:	\$ 5000.00
8			

Please provide proposed cancellation/postponement terms:

There is No charge for cancelling or postponing the display at least 24 hours before the event day.

Posponing fee aplied for the event day : 10%

Cancelation fee aplied for the event day : 10%

Exhibit A: Page 2 of 4

Proposed Cost Schedule: July 3, 2026

Item	Shell Size	Total Number of Shells by Size	Shell % by size
1	3" or smaller	650	55%
2	4"	310	27%
3	5"	180	15%
4	6"	24	2%
5	7"		
6	8" or larger	(4) 8" SHELLS	1%
7	Display Length: <u>22-25 MINUTES</u>	Total Cost:	\$ 33,000.00
8	(1470) effects packed in repeaters, like waterfalls, horsetails, spinners, mines, comets and whistlers		PRICE INCLUDED

Please include all associated costs for barge display (If applicable):

9	Item:	Cost:
A		\$
B		\$
C		\$
10	Total Barge Cost:	\$

Please provide proposed cancellation/postponement terms:

There is No charge for cancelling or postponing the display at least 48 hours before the event day.

Posponing fee aplied the event day : 10%

Cancelation fee aplied for the event day : 10%

NOTES:

Pricing includes a \$2000 discount for doing the show on the July 3rd, due to company saving on logistics, salaries and transportation services.

For the land based display option where fallout area is limited to 350ft, the 6" and 8" shells should be replaced by 5" which is the bigger size allowed by NFPA1123

Exhibit A: Page 3 of 4

Proposed Cost Schedule: July 4, 2026

Item	Shell Size	Total Number of Shells by Size	Shell % by size
1	3" or smaller	650	55%
2	4"	310	27%
3	5"	180	15%
4	6"	24	2%
5	7"		
6	8" or larger	4 8" SHELLS	1%
7	Display Length: <u>22-25 MINUTES</u>	Total Cost:	\$ 35,000.00
8	(1470) effects packed in repeaters, like waterfalls, horsetails, spinners, mines, comets and whistlers		PRICE INCLUDED

Please include all associated costs for barge display (If applicable):

9	Item:	Cost:
A		\$
B		\$
C		\$
10	Total Barge Cost:	\$

Please provide proposed cancellation/postponement terms:

There is No charge for cancelling or postponing the display at least 48 hours before the event day.

Posponing fee aplied the event day : 10%

Cancelation fee aplied for the event day : 10%

For the land based display option where fallout area is limited to 350ft, the 6" and 8" shells should be replaced by 5" which is the bigger size allowed by NFPA1123

Exhibit A: Page 4 of 4

Proposed Cost Schedule: December 11, 2026

Item	Shell Size	Total Number of Shells by Size	Shell % by size
1	3" or smaller	2145 shells, max size allowed by NFPA1123 is 2.5"	100%
2	4"		
3	5"		
4	6"		
5	7"		
6	8" or larger		
7	Display Length: 10 MINUTES	Total Cost:	\$ 5000.00
8			

Please provide proposed cancellation/postponement terms:

There is No charge for cancelling or postponing the display at least 24 hours before the event day

Posponing fee aplied for the event day : 10%

Cancelation fee aplied for the event day : 10%

AGREEMENT FOR FIREWORKS DISPLAYS

THIS AGREEMENT, made and entered into on the _____ day of February, 2026 (the "Effective Date"), by and between MASTER PYRO DISPLAY, L.L.C., a Florida Limited Liability Company with a Principal Address of 3332 Victoria Park Road, Jacksonville, FL 32216 ("Contractor") and the CITY OF MADEIRA BEACH, a Florida Municipal Corporation ("City").

WHEREAS, on December 19, 2025, the City issued RFP No.: 25-17, requesting proposals from qualified companies to provide fireworks displays on May 1, 2026, July 4, 2026, and December 11, 2026; and

WHEREAS, on January 9, 2026, Contractor submitted a proposal outlining its proposed services and related charges; and

WHEREAS, having considered the responsive proposals received and found Contractor to be responsive and responsible, and having found Contractor's proposal to be the most beneficial to the City's needs, the City chose to negotiate final contract terms with Contractor; and

WHEREAS, the City and Contractor having agreed on final contractual terms, have agreed to enter this Agreement.

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

1. **Contract Documents; Order of Precedence.**

This Agreement shall consist of the following documents, and in the event of any conflict as to a term or condition between them, the earlier listed document shall control over the later listed document:

- This Agreement
- RFP No.: 25-17 (attached hereto and incorporated herein as **Exhibit A**)
- Contractor's Proposal including any attachments or exhibits thereto referenced in the Proposal (attached hereto and incorporated herein as **Exhibit B**)

2. **Contractor Duties.**

Contractor shall provide to the City fireworks displays on May 1, 2026, July 4, 2026, and December 11, 2026 in the manner set forth in its Proposal, and in full compliance with all applicable safety rule, regulations and industry best practices as are referenced in the City's RFP, Contractor's Proposal, or are otherwise provided for by law.

3. **Term.**

The term of this Agreement shall be from the Effective Date through December 15, 2026.

4. Payment

Pursuant to Florida Statutes §§ 218.73 and 218.74, Contractor shall be paid the following fees: \$5,000.00 for the \$5,000.00 for the May 1st display, \$35,000.00 for the July 4th display and \$5,000.00 for the December 11th display not more than forty-five (45) days after it has submitted to the City a proper invoice, which invoice shall be submitted only after the Contractor's required services have been completed.

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

5. Amendments.

This Agreement may only be altered by written amendment executed by authorized officials of both Parties.

6. Severability.

In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.

7. Miscellaneous Terms.

A. Each Party to this Agreement represents and warrants to the other Party that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same fully bind the Party on whose behalf they are executing.

B. **Immigration Compliance; E-Verify.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work

authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

C. No Third-Party Beneficiary. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.

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

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the requesting City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records

required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

TELEPHONE: 727- 391-9951

EMAIL: cyanblargan@madeirabeachfl.gov

ADDRESS: 300 Municipal Drive, Madeira Beach, FL 33708

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

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

As to Contractor:

Brian Acosta, Manager
 Master Pyro Display, L.L.C.
 3332 Victoria Park Road
 Jacksonville, Florida 32216

As to City:

Clint Belk, Acting City Manager
 City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, FL 33708

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day
 and year first written above.

CITY OF MADEIRA BEACH

MASTER PYRO DISPLAY. L.L.C.

By: _____
 Robin Gomez, City Manager

By: _____
 Brian Acosta, Manager

(Acknowledgment of Contractor)

State of Florida
 County of Duval
 City of Jacksonville

The foregoing Agreement was acknowledged before me this _____ day of _____, 2026, by Brian Acosta, Manager of Master Pyro Display, L.L.C. ("Contractor"), on behalf of the Contractor. He is personally known to me or has produced _____, as identification and appeared before me at the time of notarization.

Brian Acosta warrants that he is authorized by the Contractor to execute the foregoing Agreement.

(SEAL)

NOTARY PUBLIC:

My commission expires:

1. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).
2. Provide a copy of your firm's Federal Employer Tax ID certificate.
3. Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation.
4. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).
5. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

Company Name: MASTER PYRO LLC

Category	Max	Score
Display Design & Variety	20	19
Proposed Cost Schedule	35	33
Event Operations Plan	35	32
Cancellation/Reschedule	10	7
Total	100	91

Notes:

MAXIMIZES budget value. MAXIMIZES ~~larger~~ larger assortment of shells.
Solid list of government experience. More understanding of request.

Company Name: North Florida Pyrotechnics

Category	Max	Score
Display Design & Variety	20	16
Proposed Cost Schedule	35	30
Event Operations Plan	35	33
Cancellation/Reschedule	10	9
Total	100	88

Notes:

Barge included. Not necessarily required. Lower budgeted amount.

Company Name: _____

Category	Max	Score
Display Design & Variety	20	
Proposed Cost Schedule	35	
Event Operations Plan	35	
Cancellation/Reschedule	10	
Total	100	

Notes:

Company Name: Master Pyro LLC

Category	Max	Score
Display Design & Variety	20	19
Proposed Cost Schedule	35	32
Event Operations Plan	35	30
Cancellation/Reschedule	10	8
Total	100	89

Notes:

Large Assortment of shells. Prior experience with Government.
Provided all required documents.

Company Name: _____

Category	Max	Score
Display Design & Variety	20	14
Proposed Cost Schedule	35	30
Event Operations Plan	35	33
Cancellation/Reschedule	10	9
Total	100	86

Notes:

Included Dose in quote. No Government references
No licenses included in proposal.

Company Name: _____

Category	Max	Score
Display Design & Variety	20	
Proposed Cost Schedule	35	
Event Operations Plan	35	
Cancellation/Reschedule	10	
Total	100	

Notes:



Memorandum

Meeting Details: February 4, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Tom & Kitty Stuart Restroom Purchase Approval

Background

This purchase will provide a durable, ADA-compliant, prefabricated restroom facility designed to withstand coastal environmental conditions, reduce long-term maintenance costs, and improve public amenities.

The restroom will be purchased through Sourcewell Cooperative Contract 052725-CXT, which satisfies competitive procurement requirements.

Warranty: One (1) year on concrete components and non-concrete components

Product Summary

The selected unit is a CXT Denali model precast concrete restroom facility designed to meet ADA accessibility requirements, local building codes, and high wind/seismic performance standards. The building is prefabricated and delivered ready-to-use, including plumbing and electrical connections where applicable

Key performance features include:

- High-strength precast concrete roof and walls
- Vandal-resistant construction
- Designed for coastal durability and corrosion resistance
- Low-maintenance exterior and interior finishes
- Compliance with ADA standards and heavy wind/seismic load requirements

Selected Options & Configuration Highlights

The proposed restroom package includes the following notable options and upgrades from the CXT proposal:

- Custom Wall Texture Upgrade to Stucco - \$8500

- Ribbed Metal Roof Texture Upgrade – \$6,500
- Marine/Corrosion Protection Package – \$4,500
- Electric Hand Dryers (Qty: 2) – \$2,000
- Baby Changing Station (Qty: 1) – \$1,100
- Sanitary Napkin Disposal Receptacles (Qty: 2) – \$300
- Exterior Frostproof Hose Bib (Qty: 1) – \$1,200
- State & Engineering Fees – \$9,500
- Estimated Transportation to Site – \$18,498.62

Total Project Cost: \$138,651.62

Delivery & Installation Notes

- Delivery is **F.O.B. origin**, shipped from the closest CXT manufacturing facility serving Florida (Williamstown, WV)

Important FEMA Flood Compliance Note

This purchase does NOT include the cost of required dry floodproofing measures needed to meet FEMA floodplain compliance standards. Staff will come back at a later commission meeting with the cost for floodproofing.

Fiscal Impact

The cost of the restroom is \$138,651.62 without the required dry floodproofing needed to meet FEMA requirements. Staff is waiting for cost from the vendor and will bring that back later.

Recommendation(s)

Staff recommends the Board of Commissioners approve the purchase of the restroom through Sourcewell procurement Contract #052725-CXT for a cost of \$138,651.62. With the recommendation to bring back the cost to meet all FEMA requirements at a later commission meeting when cost is available.

Attachments

- CXT Proposal



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

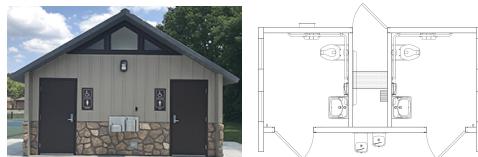


Awarded Contract

Contract # 052725-CXT

DENALI – 10' 3" x 17' 2"

Denali with chase has two single user fully accessible flush restrooms. Standard features include simulated board and batt upper and Napa Valley rock lower textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.



Item 9G.
800.696.5766
cxtinc.com

*Base Price \$ 86553.00

Optional Sections

Restroom*86553.00 Qty: =0
Family Assist Shower/Restroom Combo*97020.00 Qty: =0
Concession*95922.00 Qty: =0

Shower*100305.00 Qty: =0
Multipurpose Room82764.00 Qty: =0

*Includes 4-gallon water heater.

Total for Optional Sections \$ 0

Added Cost Options

		Price per Unit	Click to select	
Final Connection to Utilities (per section)		\$ 7000.00	<input type="checkbox"/>	0
Custom Wall Texture (per section)		\$ 8500.00	<input checked="" type="checkbox"/>	8500
Optional Roof Texture (per section)	<input checked="" type="checkbox"/> Ribbed Metal	\$ 6500.00	<input type="checkbox"/>	6500
Insulation and Heaters (per section)		\$ 19500.00	<input type="checkbox"/>	0
Stainless Steel Water Closet (each)	Qty: 1	\$ 2500.00	<input type="checkbox"/>	0
Stainless Steel Lavatory (each)	Qty: 1	\$ 1750.00	<input type="checkbox"/>	0
Electric Hand Dryer (each)	Qty: 2	\$ 1000.00	<input checked="" type="checkbox"/>	2000
Electronic Flush Valve (each)	Qty: 1	\$ 1500.00	<input type="checkbox"/>	0
Electronic Lavatory Faucet (each)	Qty: 1	\$ 1500.00	<input type="checkbox"/>	0
Paper Towel Dispenser (each)	Qty: 1	\$ 350.00	<input type="checkbox"/>	0
Toilet Seat Cover Dispenser (each)	Qty: 1	\$ 350.00	<input type="checkbox"/>	0
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	\$ 150.00	<input checked="" type="checkbox"/>	300
Baby Changing Table (each)	Qty: 1	\$ 1100.00	<input checked="" type="checkbox"/>	1100
Marine Grade Skylight in Restroom (each)	Qty: 1	\$ 1800.00	<input type="checkbox"/>	0
Marine Package (excluding fiberglass doors, frames and front window frames) (per section)		\$ 4500.00	<input checked="" type="checkbox"/>	4500
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	\$ 6500.00	<input type="checkbox"/>	0
Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each)	Qty: 1	\$ 8500.00	<input type="checkbox"/>	0
2K Anti-Graffiti Coating (per section)		\$ 5000.00	<input type="checkbox"/>	0
Optional Door Closure (each)	Qty: 1	\$ 850	<input type="checkbox"/>	0
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 1	\$ 5300.00	<input type="checkbox"/>	0
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 1	\$ 2500.00	<input type="checkbox"/>	0
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	\$ 1200	<input checked="" type="checkbox"/>	1200

Total for Added Cost Options: \$ 24100

Custom Options:



Engineering and State Fees: \$ 9500

Estimated One-Way Transportation Costs to Site (quote): \$ 18498.62

Estimated Tax: \$

Disclaimer: Please call to confirm selected sections are compatible.

Total Cost per Unit Placed at Job Site: \$ 138651.62

This price quote is good for 60 days from date below, and is accurate and complete.

I accept this quote. Please process this order.

City of Madeira Beach

Company Name

Megan Wepfer

Signer's Name
(please type or print)

**Hoyt
Chambers**

Digitally signed by Hoyt
Chambers
Date: 2026.01.26
15:51:22 -05'00'

CXT Sales Representative

Date

**Megan
Wepfer**

Digitally signed by Megan
Wepfer
Date: 2025.12.29
15:37:59 -05'00'

Company Representative

OPTIONS

Item 9G.

Exterior Color(s) (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

Amber Rose	Berry Mauve	Buckskin	Cappuccino Cream
Charcoal Gray	Cocoa Milk	Evergreen	Georgia Brick
Golden Beige	Granite Rock	Hunter Green	Java Brown
Liberty Tan	Malibu Taupe	Mocha Caramel	Natural Honey
Nuss Brown	Oatmeal Buff	Pueblo Gold	Raven Black
Rich Earth	Rosewood	Sage Green	Salsa Red
Sand Beige	Sun Bronze	Toasted Almond	Western Wheat
Special roof color #		Special wall color #	SW 6758 Aqueduct
Special trim color #	SW 9542 Natural White		Use an X to mark options.

Rock Color

Basalt	Mountain Blend	X	Natural Gray	Romana
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Roof Texture (*If option is not available verify optional roof texture option is selected on previous page.)

X	Ribbed Metal*	Cedar Shake
---	---------------	-------------

Wall Texture(s) (For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)

(*If option is not available verify custom wall texture option is selected on previous page.)

Split Face Block*	Horizontal Lap*	Board & Batt*	Stucco*
Brick*	Distressed Wood**	Barnwood	

Rock Wall Texture (bottom texture only)

(*If option is not available verify custom wall option is selected on previous page.)

B	Napa Valley	River Rock*	Flagstone*	Stacked Rock**
#Textures not included in CXT's quote are additional cost.				

Door Opener

<input type="checkbox"/> Non-locking ADA Handle	<input checked="" type="checkbox"/> Privacy ADA Latch	<input type="checkbox"/> Pull Handle/Push Plate
---	---	---

Deadbolt

Accessible Signage

<input type="checkbox"/> Men	<input type="checkbox"/> Women	<input checked="" type="checkbox"/> Unisex
------------------------------	--------------------------------	--

Toilet Paper Holder

<input checked="" type="checkbox"/> 2-Roll Stainless Steel	<input type="checkbox"/> 3-Roll Stainless Steel
--	---

Notes:



Memorandum

Meeting Details: February 4, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Approval of Professional Engineering & Permitting Proposal – Johns Pass Jetty Sidewalk Replacement

Background

Based on consensus direction provided by the Board of Commissioners at the January 28, 2026, Workshop Meeting, staff has engaged Terra Mare Consulting to complete the design and permitting phase for the Jetty Sidewalk Reconstruction Project.

Scope of Services

The proposed engineering services include the following task components:

- Survey – \$6,900
- Geotechnical Investigation – \$5,500
- Construction Drawings & Specifications – \$9,000
- Environmental Permitting – Estimated not to exceed \$30,000
- Bidding & Construction Oversight – \$16,000
- Environmental Permitting Closeout – Not to exceed \$7,500

Total Proposal Cost: \$74,900

The Environmental Permitting task includes estimated costs due to the unknown nature of regulatory requirements and potential conditions imposed by permitting agencies. This estimate is based on recent coastal projects of similar complexity.

Final permitting and closeout costs may vary depending on agency feedback, mitigation requirements, and permit conditions. If costs are expected to exceed approved thresholds, staff will return to the Board of Commissioners with a change order request for review and approval prior to proceeding.

Fiscal Impact

The total estimated cost for engineering, permitting, and construction support services is \$74,900. Funding is anticipated to be allocated from the approved capital or infrastructure budget.

Because permitting requirements may evolve, actual costs could vary. Any anticipated cost increases beyond authorized limits will be presented to the Board for approval before additional expenditure is incurred.

Item 9H.

No immediate operational budget impact is expected at this time.

Recommendation(s)

Staff recommends approval of the Terra Mare Consulting proposal in the amount of \$74,900 to initiate professional engineering, permitting, and construction support services for the Johns Pass Jetty Sidewalk Replacement Project.

Attachments

- Terra Mare Consulting Proposal



TerraMareConsulting

11722 Walker Avenue

Seminole, FL 33772

Tel (727) 686-0095

www.TerraMareConsulting.com

Item 9H.

January 28, 2026

Megan Wepfer
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Proposal for Professional Surveying, Engineering & Permitting Services
Johns Pass Jetty

Dear Ms. Wepfer:

Thank you for the opportunity to present our proposal to provide Survey, Engineering, Permitting and Construction Observation Services for the City of Madeira Beach's John's Pass Jetty paving project. It is our understanding that the city wishes to re-construct a paved surface on the John's Pass Jetty with asphalt, concrete or similar products. It is also our understanding that the re-constructed jetty will be required to meet ADA requirements.

We offer the following:

I. SURVEY:

Terra Mare Consulting will coordinate with a local surveyor to provide the required surveying services. The survey requirements include establishing the City owned property boundary, establishing vertical and horizontal control, topography of the jetty and upland access areas and establishing the mean high higher, mean high water & mean low water elevations relative to the jetty.

II. GEOTECHNICAL INVESTIGATION:

Geotechnical Services may be required depending on the type of pavement system that is selected to be constructed and required to respond to environmental permitting requirements. Below is an estimate of the required services.

1. Conduct Ground Penetrating Radar services to determine the location and depth of sand over the jetty structure.
2. Perform 4 soft digs to confirm the location, type and material of the substructure.

III. CONSTRUCTION DRAWINGS AND SPECIFICATIONS:

- a. Prepare site construction plans and specifications for the jetty pavement replacement including ADA access requirements, construction staging area & access and erosion control.



IV. ENVIRONMENTAL PERMITTING:

The city initiated the permitting process in January 2025 by requesting pre-application meetings with Pinellas County Government, the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (ACOE). To date there have been several zoom pre-application meetings with the agencies and the city has determined the agencies are requiring a permit and construction plan submittal before the agencies can determine what permits will be required. Therefore, the below permitting items will be invoiced on an hourly basis. The estimate fee range is based on a best-case permitting requirements and probable worst case permitting requirements.

a. ARMY CORPS OF ENGINEERS

ACOE staff have requested the city submit plans and specifications to Section 408 Team Members and staff will determine the course of ACOE permitting. The ACOE permitting may require submittals to Regulatory Staff through Section 404. Additional information may be required to be submitted to meet Section 408 requirements such as meeting the Endangered Species Act Consultation requirements.

b. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

FDEP will require permitting through the Beach, Inlets, and Ports Program (BIPP).

c. PINELLAS COUNTY GOVERNMENT

Pinellas County's Public Works Department & the Water & Navigation Department will require the plans and specifications to be submitted to determine what permitting is required.

V. BIDDING & CONSTRUCTION OBSERVATION SERVICES:

- a. Terra Mare Consulting will prepare the bid advertisement and respond to requests for additional information as requested by the bidding contractors.
- b. Shop Drawing Review - review and take appropriate action on Contractor submittals, such as shop drawings, product data, and samples.
- c. Terra Mare Consulting shall make site visits in order to observe the progress and quality of the work completed by the Contractor. Based on the pre-application meeting with ACOE, it is assumed an inspector will be required to be onsite during all construction activities. Estimated construction time is 15 working days.
- d. Terra Mare Consulting will coordinate and process payments between the city and the selected contractor.



- e. Perform a construction Final Walk Through and Punch List to provide to the contractor.

VI. ENVIRONMENTAL PERMITTING CLOSE OUT:

This task is to close out the environmental permits as required. Typical close-out tasks may include an as-built survey of the project, certifications or monitoring requirements.

We will provide the above Services for a Total Lump Sum Fee for each task as provided below. The Services listed below as hourly rates will be invoiced per the attached hourly rate schedule for work performed. Our estimated fee range is our best guess based on the information received at the pre-application meetings with the permitting agencies.

I: SURVEY: Six Thousand Nine Hundred Dollars, **\$6,900.00**

II: GEOTECHNICAL INVESTIGATION: ESTIMATE **\$5,500.00**

III. CONSTRUCTION DRAWINGS & SPECS: Nine Thousand Dollars, **\$9,000.00**

IV. ENVIRONMENTAL PERMITTING: Hourly Rates Estimate, **\$30,000.00. Fee Range (\$4,500 - \$30,000.00)**

V. BIDDING & CONST. OBSERVATION: Sixteen Thousand Dollars, **\$16,000.00**

VI. ENVIRONMENTAL PERMITTING CLOSE OUT: Hourly Rates Estimate, **\$7,500.00. Fee Range (\$500.00 - \$7,500.00)**

Hourly Items/Exclusions: We will assist with any items not specifically listed above at our hourly fee schedule upon request. This proposal does not include: Any items not specifically listed above or included in items.

VII. The following reimbursable expenses will be invoiced as additional services:

- Express delivery charges
- Printing charges

VIII. To Be Provided By Client:

- Permit application fees.
- Electric Service and/or Special Site lighting design if needed.
- Any environmental studies, wetland delineations, reports, endangered/listed species/bald eagle studies, etc.

If this proposal is acceptable, please provide a purchase order as our authorization to proceed.



Item 9H.

SCHEDULE "1"
2026 Terra Mare Consulting Schedule of Rates

Category	Description	Rate
SPM	Senior Project Manager	\$260
SEM	Senior Engineer/Project Manager	\$240
CS	Construction Inspector	\$155
EM	Project Engineer	\$150
ES	Engineering Specialist	\$125
SD	Senior Designer	\$125
ISI	Industry Specialist (Landscape Architect)	\$130
STI	Survey Tech	\$100
DI	Designer/Technician	\$125
ES	Environmental Scientist	\$125
AI	Project Assistant/Clerical	\$80
S3	Survey Manager	\$165
S2	Project Surveyor	\$150
SI	Field Surveyor	\$67
	3-Person Survey Crew	\$210
	2-Person Survey Crew	\$160
	1-Person Survey Crew	\$120
	Survey Crew Day Rate w/drafting & PM	\$1700
	Survey Hydro Crew Day Rate	\$3900

Terra Mare Consulting

Albert Carrier, P.E., PSM
Principal

Albert Carrier, P.E., PSM
Principal



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 – 2nd 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 18, 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 cost \$6,922.36. Actual costs will not be known until the election process is completed.
- There is a cost to the City for the Pinellas County Supervisors of Elections to notify the Madeira Beach voters by household of the polling place change. The cost is unknown at this time.
- The advertising cost for the second reading and public hearing for Ordinance 2026-01 in the Tampa Bay Times was \$141.40.
- The total election expenditures, which include the advertising Ordinance 2026-01, calling the March 10, 2026 Municipal Election, for the public hearing, are included in the approved FY 2026 Budget.

Recommendation

The recommendation is to adopt Ordinance 2026-01, Calling the March 10, 2026 Municipal Election, after second reading and public hearing.

Attachments:

- Ordinance 2026-01
- Ordinance 2026-01, Business Impact Estimate
- Ordinance 2026-01 Legal Advertisement Invoice
- Ordinance 2026-01 Legal Advertisement Affidavit of Publication
- Pinellas County Supervisor of Elections Contract Services Invoice Estimate
- Executed Contract with the Pinellas County Supervisor of Elections
- January 21, 2026, Email from the Supervisor of Elections Office regarding mailings for Polling Location change
- Executed Contract with the Gulf Beaches Public Library

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

Published Daily

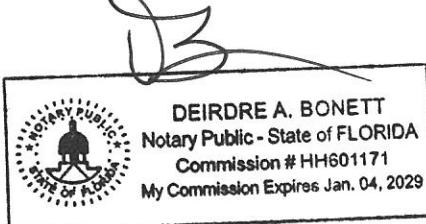
STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

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 2026-01 was published in said newspaper by print in the issues of 01/21/26 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 01/21/2026

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 2026-01 on Wednesday, February 4, 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 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 PLACES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITHTO THE EXTENT OF SUCH CONFLICT; AND PROVIDING 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 2026-01, please contact the City Clerk at 727-391-9951, Ext. 231 or email cyanblargan@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 email a written request to cyanblargan@madeirabeachfl.gov.

Tampa Bay Times

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ADVERTISING INVOICE

Item 10A.

Advertising Run Dates	Advertiser Name	
1/21/26-1/21/26	CITY OF MADEIRA BEACH	
Billing Date	Sales Rep	Customer Account
1/21/2026	Jes Bowling	TB104795
Total Amount Due		Invoice Number
\$141.40		71825-012126

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
1/21/26	1/21/26	71825	Tampa Bay Times , tampabay.com	B Section	ORDINANCE 2026-01 Affidavit Fee	1	2.00x10.25 IN	\$139.40 \$2.00
1/21/26	1/21/26	71825	Tampa Bay Times , tampabay.com	B Section	ORDINANCE 2026-01	1	2.00x10.25 IN	\$0.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

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Advertising Run Dates	Advertiser Name	
1/21/26-1/21/26	CITY OF MADEIRA BEACH	
Billing Date	Sales Rep	Customer Account
1/21/2026	Jes Bowling	TB104795
Total Amount Due		Invoice Number
\$141.40		71825-012126

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PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

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 DALLAS, TX 75312-3396

CITY OF MADEIRA BEACH
 300 Municipal Dr
 Madeira Beach, FL 33708-1916



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.

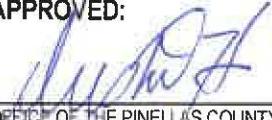
Contract for Conducting Municipal Election

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 Belt
Date: 11/25/25

APPROVED AS TO FORM:

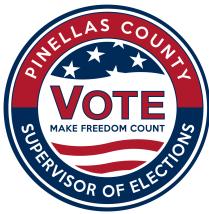

OFFICE OF THE PINELAS COUNTY ATTORNEY
Print name: Jewel White
Title: County Attorney
Date: 12-3-25

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 VanBlarigan
Title: City Clerk
Date: 11/25/2025



Pinellas County Supervisor of Elections
13001 Starkey Rd
Largo, FL 33773
Phone: 727-464-6108
Fax: 727-453-3058
votepinellas.gov

Item 10A.

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

From: [Grimes, Wendy](#)
To: [VanBlargan, Clara](#)
Cc: [Grimes, Wendy](#)
Subject: Re: change of polling place location for March 10, 2026 Municipal Election
Date: Wednesday, January 21, 2026 11:32:59 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Clara,

Our office will handle the mailing by the deadline, including the artwork and the households receiving the mailing.

Your municipality will be billed for the cost of the mailing.

Please let me know if you have any questions.

Best regards,

Wendy

Get [Outlook for iOS](#)

From: VanBlargan, Clara <cvanblargan@madeirabeachfl.gov>
Sent: Wednesday, January 21, 2026 4:23:30 PM
To: Grimes, Wendy <WGrimes@votepinellas.gov>
Subject: change of polling place location for March 10, 2026 Municipal Election

Wendy,

In the SOE contract, it says that we work with you on the mailings. Please let me know the process and the steps to take.

Thank you.

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)].

Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Madeira Beach. Instead, contact the appropriate department/division.

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 REG 68
 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
 Authorized Signature

Mary K Scott

Date: *1-8-2026*

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

Meeting Details: February 4, 2026 – BOC Regular Meeting

Prepared For: Honorable Mayor Brooks, the Board of Commissioners

Staff Contact: Community Development Department – Joseph Petraglia, Planner II

Subject: Ordinance 2026-02, Nonconforming Time Restrictions – 1st Reading and Public Hearing

Background/ Discussion:

Under section 110-93(3) c. of the city's land development regulations, any structure damaged by Hurricane Helene and Hurricane Milton would need to be repaired by March 26, 2026, or made fully compliant with current codes. So far, roughly half of all pre-FIRM houses in Madeira Beach have not yet taken any action to repair, rebuild, or demolish their properties. Many of these properties that have not applied for permits have done unpermitted work or are sitting abandoned. City staff are planning to extend this deadline an additional 6 months for hurricanes Helene and Milton and raise awareness of this time restriction through additional mailings and website updates to encourage the remaining properties who have not yet submitted interior remodel or full structure demolition permits to do so before the newly proposed deadline provided the proper permit has been obtained by such date. City staff is recommending that a text change amendment to allow property owners additional time to complete the repairs once the permit has been obtained.

Additionally, there is a conflict between two different sections of the code when it pertains to legally nonconforming uses. City staff plan to add language to clarify that sec. 110-93(2) which has a one year time limitation only applies to voluntary termination of nonconforming uses, and nonconforming uses can be retained indefinitely under the provisions of sec. 110-95, or sec. 110-96.

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

Fiscal Impact:

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

Recommendation(s):

City Staff recommends approval of ORD 2026-02.

Attachments/Corresponding Documents:

- ORD 2026-02

ORDINANCE 2026-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE III (NONCONFORMANCES) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO CLARIFY WHEN SUCH SECTIONS APPLY; TO CLARIFY THE DEADLINE FOR NONCONFORMING STRUCTURES TO BE REPAIRED; TO EXTEND SUCH DEADLINE FOR HURRICANES HELENE AND MILTON RELATED DAMAGE; TO CLARIFY THAT SECTION 110-95 AND SECTION 110-96 DO NOT HAVE TIME LIMITATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff has reviewed the time limitations of Article III of Chapter 110 of the Code of Ordinances of the City of Madeira Beach and has recommended the addition of language thereof to clarify that there is no time limitation for the involuntary loss of nonconforming uses; and

WHEREAS, the time limitation to repair structures damaged from hurricanes Helene and Milton are less than three months away and city staff has recommended the addition of language thereof to extend such deadline; and

WHEREAS, the time limitation for involuntary loss of use in Section 110-95 and catastrophic loss of buildings in Section 110-96 does not call for a period of time and the city wanted to provide certainty to applicants by clarifying that there is no time limit applicable in these two situations; and

WHEREAS, the recommended amendment to the Land Development Code was presented to and reviewed by the Planning Commission at a public hearing; and

WHEREAS, the Planning Commission has recommended approval of the proposed amendment; and

WHEREAS, the recommendations of the Planning Commission and the City Attorney 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, AS FOLLOWS:**

Section 1. That Article III (Nonconformances) of Chapter 110 (Zoning) of the Code of Ordinances of the City of Madeira Beach shall be amended to read as follows:

ARTICLE III. NONCONFORMANCES

Sec. 110-91. Purpose and intent.

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

Sec. 110-92. Classification.

- (a) Nonconformities are classified as follows:
 - (1) Lots.
 - (2) Uses of land and structures.

- (3) Structures.
- (4) Characteristics of use.
- (b) A nonconformity may also be created where lawful public taking or actions pursuant to a court order create violations of the land development regulations.

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

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

- (1) *Nonconforming lots.*
 - a. *Use of single, nonconforming lots for residential districts.* Notwithstanding the maximum density requirements of the comprehensive plan, in residential districts, the single-family and customary accessory structures may be erected, reconstructed, occupied and used on separate nonconforming lots of record which are not in continuous frontage with other lots in the same ownership in accord with other requirements applying in the separate districts.
 - b. *Use of single, nonconforming lots for nonresidential uses.* In other than residential districts, a nonconforming lot of record which is not in continuous frontage with other lots in the same ownership, may accommodate uses permitted within that district in accordance with other requirements applying in that district.
 - c. *Rules concerning combination of contiguous nonconforming lots in same ownership and with continuous frontage.*
 - 1. *Where nonconforming status was created at enactment or amendment of this Code or of the comprehensive plan.* Where more than one nonconforming lot of record in single ownership and with continuous frontage exists, they shall be combined and considered a single zoning lot. The zoning administrator shall authorize their use only when the lot area and lot width requirements for the district in which the lots are located are satisfied. Full setback requirements shall apply to all of the newly created lots.
 - 2. *Combination not required where nonconformity created by public taking or court order.* Where the nonconforming lots were created by public taking action or as a result of a court order, a combining of the individual lots shall not be required.
- (2) *Nonconforming uses.* Nonconforming uses of land shall be brought into conformance as soon as reasonably possible, but may continue provided

they meet the criteria listed below or if the loss is involuntary as provided for in Sec. 110-95.

- a. There shall be no replacement, enlargement, increase in activity or alterations to any nonconforming use, permanent structure or both.
 - b. No such nonconforming use shall be relocated or moved to any portion of the lot other than that occupied at the time that the nonconforming status was created.
 - c. When a nonconforming use is changed, modified or diversified to meet requirements of a conforming use, the building or structure in which the use is located shall conform to the development standards and regulations as set forth in this Code.
 - d. If any nonconforming use, or any portion thereof, ceases for any reason for more than one year (365 days), the grandfather status of the nonconforming use shall terminate and all subsequent uses shall conform to the regulations of the district in which such use is located.
- In cases of involuntary loss as described in Sec. 110-95 there is no time limitation.
- (3) *Nonconforming structures.* Where a lawful structure exists at the time of the passage or amendment of the land development regulations which could no longer be built under the terms of the land development regulations by reason of restrictions on area, lot coverage, height, or other characteristics of the structure or location on lot, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
- a. That any addition, alteration or renovation to the structure shall not increase the degree of nonconformity or result in the conversion of a nonconforming carport, garage, screen enclosure, patio roof, storage area or other non-habitable area into a habitable area unless specifically approved by the special magistrate. Structural changes which decrease the degree of nonconformity shall be permitted. Structures that are nonconforming due solely to their flood elevation may be altered in accordance with the provisions of chapter 94.
 - b. A nonconforming structure or portion thereof, if damaged by fire, natural elements or force to an amount equal to or greater than 50 percent of its current fair market value as of the day immediately preceding such damage, may only be reconstructed in accordance with the provisions of article V of this chapter regarding district regulations for the district in which it is located and the floodplain management regulations established in chapter 94 of this Code or as otherwise provided in section 110-95 this article.
 - c. Should the damage be less than 50 percent of its current fair market value, the structure may remain and then repairs may be made under

the "grandfathered" zoning district regulations in effect at the time of original construction, provided that they shall be made a permit is issued and notice of commencement recorded in the Official Records of Pinellas County, Florida within 18 months after such damage. All repairs must be made to comply with current building codes and not be in violation of the provisions of the floodplain management regulations and other applicable codes of the city. In the event that the repairs have not been completed permit has not been issued within 18 months, and work not completed and the permit closed within 36 months from the date the damage occurred, the structure shall not be further repaired or rebuilt, except in conformity with the entire requirements of this Code. For structures damaged due to the 2024 hurricanes, this 18-month deadline shall be extended until September 25, 2026.

- d. Routine repairs and maintenance of nonconforming structures, fixtures, wiring and plumbing, or the repair or replacement of non-load bearing walls shall be permitted.
- e. Owners of nonconforming residential structures in an R-1, R-2 or R-3 zoning district that wish to elevate their existing structure with the lowest habitable floor at or above base flood elevation shall be exempt from the setback provisions of article V of this chapter regarding district regulations, so long as the structure remains within the existing footprint.
- f. In recognition of the narrow lot dimensions and the preexisting development patterns in some older neighborhoods, the following exceptions can be considered by the planning commission for approval for lots of 50 feet in width or less:
 - 1. Legal nonconforming residential structures in an R-2 or R-3 zoning district with side yard encroachments may extend along the line of the existing encroachment without increasing the depth of the encroachment into the setback as long as a minimum of three feet of setback from the structural wall is retained on one side of the house and a minimum of five feet of clearance remains on the other side of the house (no permanent improvement of any kind, including mechanical equipment or storage units may exist or be placed or installed in the five feet clearance along the entire side of the structure nor can the area be obstructed by landscaping that prevents access across/through the clear area, although the area may be fenced as long as it is accessible by way of a gate). Additionally, the property that is the subject of reduced setbacks must be improved with drainage systems including but not limited to roof gutter systems adequate to carry all runoff and direct it away from the neighboring property in a manner that ensures no impact

upon the neighboring property. The required clearance area is not a reduction of setback but a minimum clear path of access between the front and rear yard. Furthermore, extensions along an existing encroachment line can be approved only if the neighbor on the extending encroached side indicates support for the extension by notarized statement. Nothing in this provision can be used to approve the creation of a new nonconformity.

2. Legal nonconforming uses and structures in an R-1, R-2 or R-3 zoning districts with a front or rear yard setback encroachment may extend the encroachment to an average of that encroachment on lots adjoining and facing it.
 3. Additions of a second floor to legal nonconforming structures in the R-1, R-2 and R-3 districts is permitted as long as the extension/addition does not create any new encroachment, does not violate the height restrictions, provides a minimum of 18" clearance between any building element and the property line, and does not increase the depth into any existing encroachment. Approval of such additions require the neighbor on the side or facing property where the encroachment is proposed to be heightened to indicate by notarized statement their support for the addition.
 4. Approval of such additions require pre-hearing notice to adjoining property owners who may indicate their support for the addition by notarized statement or submittal of written or oral objections prior to or during the planning commission hearing.
 5. Appeals of planning commission approvals may be brought to the city commission by filing a notice of appeal within 30 days of the signed planning commission decision.
- (4) *Nonconforming characteristics of use.* Nonconforming characteristics of use which may include, but not limited to inadequate parking and loading facilities, inappropriate landscaping, lighting, emissions, etc., may continue to operate but shall not be expanded, altered, changed or relocated in such a manner as to increase the degree of nonconformity.

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

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

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

- (a) In the event that any residential or hotel/motel structure is damaged greater than 50 percent or destroyed by a hurricane, tornado, fire, flood, wind, storm, natural disaster, or other unintended, involuntary action; it can be repaired or reconstructed in a manner which guarantees that each dwelling unit, tourist unit and all permitted accessory uses can be restored to the same square footage which existed the day immediately preceding such damage.
- (b) Nothing contained herein shall be construed to permit more dwelling units or an increase in square footage of the structure than existed prior to the day immediately preceding such damage. The burden of proof as to what existed prior to the disaster shall rest with the property owner. Each property owner shall provide the city with a site plan, as-built surveys, or architecturally-sealed floor plans. The plans or surveys shall provide enough information to determine the existing legally permitted development on the site prior to the day immediately preceding such damage.
- (c) Local business tax receipt required. Failure to have a current required local business tax receipt, where applicable, in force at the time of declared disaster will prevent this section from applying to that property.
- (d) There is no time limitation to apply for a permit for reestablishment of uses after an involuntary loss as long as the above criteria of this section are met.

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

- (a) *Declaration of disaster area.* A disaster area is any area of major multiple property loss in which the board of commissioners, county board of county commissioners, the governor of the state or the federal government declares the loss a disaster area.
- (b) *Rebuilding regulations.* Rebuilding regulations shall be as follows:
 - (1) *Single-family.* May be rebuilt within the same footprint if it complies with all other existing regulatory codes and provisions of the land development regulations.
 - (2) *Duplexes and triplexes on a nonconforming lot.* Duplexes [and triplexes] on a nonconforming lot may be rebuilt to existing nonconformity if the new structure complies with required front setback, height, parking requirements and floodplain regulations effective at the time of building permit application.
 - (3) *Multifamily in R-1 and R-2 on a nonconforming lot.* Multifamily in R-1 and R-2 on a nonconforming lot shall be the same as duplexes and triplexes, except they must comply with the parking regulations as contained in their pre-damage certificate of occupancy.

- (4) *Multifamily, hotel, motel, motor lodges.* Multifamily, hotel, motel and motor lodges may be rebuilt to same density, height and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application.
- (5) *Commercial.* Commercial may be rebuilt within the same footprint and having the same parking spaces available at the time of disaster, but would have to meet minimum FEMA regulations for elevated structures and/or floodproofing to the required height per the National Flood Rate Insurance Map for its commercial location.
- (6) *Occupational license required.* Failure to have a current required occupational license in force at the time of declared disaster will prevent this section from applying to that property.
- (7) **There is no time limitation to apply for a permit for rebuilding after a catastrophic loss as defined in the section.**

Sec. 110-97. Redevelopment planning process.

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

- (4) *Plan review.* The review of the redevelopment Plan shall be through the quasi-judicial public hearing process outlined in chapter 2, Administration, article I, In general, division 2, Quasi-judicial proceedings before the board of commissioners. The notification procedure shall follow subsection 2-503(c), Notification, found in chapter 2, article VIII, Special magistrate, of this Code.
- (5) *Changes in the redevelopment plan.* The redevelopment plan may be amended by mutual consent of the city and applicant, provided the notification and public hearing process of this article are followed.
- (b) *Rebuilding regulations for the redevelopment of existing dwelling units.* The rebuilding regulations for the redevelopment of existing dwelling units except for those in an R-1 zoning district, through the redevelopment planning process shall be as follows:
 - (1) *Single-family.* May be rebuilt within the same footprint if it complies with all other existing regulatory codes and provisions of the land development regulations.
 - (2) *Duplexes and triplexes on a nonconforming lot.* Duplexes (and triplexes) on a nonconforming lot may be rebuilt to existing nonconformity if the new structure complies with required front setback, height, parking requirements and floodplain regulations effective at the time of building permit application.
 - (3) *Multifamily on a nonconforming lot.* Multifamily, except for those in an R-1 zoning district, on a nonconforming lot shall be the same as duplexes and triplexes, except they must comply with the parking regulations as contained in their pre-demolition certificate of occupancy.
 - (4) *Multifamily, hotel, motel, motor lodges.* Multifamily, hotel, motel and motor lodges may be rebuilt to same density, height and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application.
 - (5) *Commercial.* Commercial may be rebuilt within the same footprint and having the same parking spaces available at the time a redevelopment plan is sought, but would have to meet minimum FEMA regulations for elevated structures and/or flood proofing to the required height per the National Flood Rate Insurance Map for its commercial location.
 - (6) *Business tax receipt required.* Failure to be current with respect to full payment of the required annual business tax at the time a redevelopment plan is sought will prevent this section from applying to that property.
- (c) *Planning commission and board of commissioners review.* The planning commission shall conduct one public hearing to consider any application to review or change a redevelopment plan. The board of commissioners shall

conduct a second public hearing to consider any application to review or change a redevelopment plan. Upon conclusion of the second public hearing, the board of commissioners shall review the proposed redevelopment plan, the recommendations of the city manager or his/her designee, the recommendations of the planning commission and the testimony at the public hearings. The board of commissioners shall thereafter approve, approve with conditions, or deny the application approve or change a redevelopment plan.

Secs. 110-98—110-120. Reserved.

Section 2. That this Ordinance shall become effective immediately upon its passage and adoption.

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

Section 4. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 5. In the event a court of competent jurisdiction finds any part or provision of the 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 6. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 7. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon 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 2026-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE III (NONCONFORMANCES) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO CLARIFY WHEN SUCH SECTIONS APPLY; TO CLARIFY THE DEADLINE FOR NONCONFORMING STRUCTURES TO BE REPAIRED; TO EXTEND SUCH DEADLINE FOR HURRICANES HELENE AND MILTON RELATED DAMAGE; TO CLARIFY THAT SECTION 110-95 AND SECTION 110-96 DO NOT HAVE TIME LIMITATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; 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. 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 purpose of the ordinance is to clarify the application of the nonconforming sections of the existing code and to extend the time limit for rebuilding in the wake of the 2024 hurricanes.

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.

It is estimated that there will be no additional costs for businesses. The regulatory costs to the city will not change.

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

Potentially any business in the city could be affected as the ordinance allows additional time for renovations and allows nonconforming uses and structures to be retained.

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

N/A



January 15, 2026

Kathryn A. Younkin, AICP, LEED AP BD+C
Senior Planner
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (ORDINANCE 2026-02)

Dear Kathryn,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances regarding nonconformances, rebuilding, and redevelopment procedures. The amendments are consistent with the Countywide Rules, with comments as follows:

- The amendments clarify nonconforming use, rebuilding, and redevelopment rules without changing allowed density, intensity, or uses, 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



T R A S K
DAIGNEAULT
LLP
A T T O R N E Y S

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*

MEMORANDUM

DATE: December 9, 2025

TO: Mayor Anne-Marie Brooks
Vice Mayor Ray Kerr
Commissioner David Tagliarini
Commissioner Eddie McGeehen
Commissioner Housh Ghovaee

CC: Clint Belk, Acting City Manager

FROM: Thomas J. Trask, City Attorney

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

The purpose of this memorandum is to provide you with some background and a recommendation regarding a request the City received from Attorney Clay Gilmon on behalf of his client, Kent Baker.

BACKGROUND

On April 16, 2025, the Special Magistrate found the subject property in violation of Section 86-52 of Division 2 (Building Permits) of the city code for the installation of an HVAC system without a building permit. An Order Imposing Fine was executed by the Special Magistrate which imposed a fine in the amount of \$100.00 per day (plus interest) for this lien against the owners. The property was not brought into compliance for 88 days. The violation resulted in fines of \$8,800.00 plus interest and recording costs for a total amount due the City, as of October 28, 2025, in the amount of \$8,854.22.

Recently Attorney Clay Gilman contacted Holden Pinkard to advise of Mr. Baker's interest in resolving this outstanding lien. After an exchange of communication with the City, Mr. Gilman sent the City the attached letter requesting that the entire fine be waived.

December 9, 2025

Page 2

RECOMMENDATION

Although City staff is supportive of a partial fine reduction, staff believes that the City should be reimbursed for staff time incurred in the prosecution of this case. The Acting City Manager and City staff are recommending that the fine be reduced to \$2,000.00 if the fine is paid within thirty (30) days. If not paid within thirty (30) days, the fine should revert back to the original amount due.

Respectfully submitted.

TJT/kt

Attachments: Special Magistrate Lien
Payoff
Settlement Offer

cc: Clara VanBlargan, City Clerk
Holden Pinkard, Building Compliance Supervisor
Clint Belk, Acting City Manager

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH

CITY OF MADEIRA BEACH,

CASE NUMBER: CE-24-233

Petitioner,

vs.

BAKER, KENT RICHARD
CIANCIULLI, DEBORAH ANN,
703 Sunset Cove
Madeira Beach, FL 33708,

Respondents.

**FINDINGS OF FACT, CONCLUSIONS OF LAW
AND ORDER IMPOSING FINE AND CERTIFYING LIEN**

THIS CAUSE came on to be heard at the public hearing before the undersigned Special Magistrate on March 31, 2025, after due notice to the Respondents, and the Special Magistrate having heard testimony under oath, received evidence, and otherwise being fully advised in the premises, hereby finds as follows:

Findings of Fact:

1. The City was represented by the City Attorney, and Grace Mills provided testimony on behalf of the City.
2. Kent Baker appeared on behalf of the Respondents and admitted to the violation.
3. No one provided public comment.
4. The property in question is located at 703 Sunset Cove, Madeira Beach, Florida 33708 ("Property"). The legal description for the Property is as follows:

BAY POINT ESTATES BLK 2, LOT 3

5. Proper notice was served upon the Respondents via certified mail, regular mail, posting or hand delivery in accordance with Chapters 162 and 166, *Florida Statutes*.
6. The Respondents were notified that Respondents were in violation of the following sections of the Code of Ordinances of the City of Madeira Beach to wit:

Sec. 86-52.- When required.

A person, firm or corporation shall not construct, enlarge, alter, repair, move, demolish,

or change the occupancy of a building or structure, or erect, or construct a sign, or install or alter fire extinguishing apparatus, elevators, engines, steam boiler, furnace, incinerator, or other heat producing apparatus, plumbing, mechanical or electrical equipment or any appurtenances, the installation of which is regulated by the land development regulations or other sections of the Code until a permit has been issued by the building official. When the cost of repair or modification does not exceed \$500.00, does not result in a structural change, and does not require an inspection, a permit need not be issued by the building official. No permit is required for uncovered flat slabs of no greater than 50 square feet, for work of a strictly cosmetic nature (painting, wallpapering, carpeting, kitchen cabinets, etc.) or roof work less than \$100.00 in value.

7. The violation set forth above existed as of the date of the Notice of Violation herein and at all times subsequent thereto up to the date of the Hearing.

8. A reasonable period of time for correcting the above violation and bringing the Property into compliance is on or before April 30, 2025.

BASED UPON THE FOREGOING FINDINGS OF FACT, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

9. The Respondents, and the Property at the above mentioned location, are found to be in violation of Section 86-52 of the Code of Ordinances of the City of Madeira Beach.

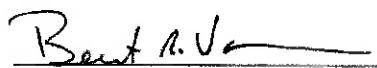
10. The Respondents shall correct the above stated violation on or before April 30, 2025, by taking the remedial action as set forth in the Notice of Violation, and as stated on the record at the Hearing which is to apply for and obtain an "after-the-fact" building permit for the HVAC unit(s) that were replaced.

11. Upon complying, the Respondents shall notify the Code Compliance Officer at the City of Madeira Beach, who shall then inspect the Property to confirm compliance has been accomplished.

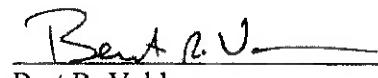
12. If the Respondents fails to timely comply with the remedial actions as set forth above, a fine shall be imposed, in the amount of \$100.00 per day for the violation set forth in Paragraph 6 above for each day the Respondents have failed to correct the violation after April 30, 2025, and the fine shall continue to accrue until such time as the Property is brought into compliance.

13. The Special Magistrate does hereby retain jurisdiction over this matter to enter such other and further orders as may be just and proper.

DONE AND ORDERED this 16th day of April, 2025.


 Bart R. Valdes
 Special Magistrate

A true and correct copy of this Findings of Fact was delivered by certified mail and regular mail to: **Kent Baker and Deborah Cianciulli, 703 Sunset Cove, Madeira Beach, Florida 33708**; by electronic mail to **Thomas Trask, Esq. (tom@cityattorneys.legal)**; and by U.S. Mail and e-mail transmission to the **City of Madeira Beach, Clara VanBlargan, 300 Municipal Dr., Madeira Beach, Florida 33708**, on this 16th day of April, 2025.


Bart R. Valdes

APPEALS

An aggrieved party, including the local governing body, may appeal a final administrative order of a Special Magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed. §162.11, *Florida Statutes* (2024).

#####

MADEIRA BEACH

Kent Richard Baker and Deborah Ann Cianciulli

703 Sunset Cove

Case No. 24-233

as of: October 28, 2025

IN COMPLIANCE

Fine Start	7/7/2025	
Fine Stop	10/2/2025	88 days
Rate	\$100.00 /day	
Principal	\$8,800.00	
 Recording	 \$0.00	
 SUB TOTAL	 \$8,800.00	

Interest Rate	0.000236986 (8.65% per annum)	
Interest on Principal	\$2.09 /day	
Interest Start	10/3/2025	
Today's Date	10/28/2025	26 days
 Interest	 \$54.22	
 TOTAL	 \$8,854.22	



Macfarlane Ferguson
& McMullen

One Tampa City Center, Suite 2000
201 N. Franklin Street
P.O. Box 1531 (33601)
Tampa, FL 33602
813.273.4200

WWW.MFMLEGAL.COM
EMAIL: INFO@MFMLEGAL.COM

625 Court Street, Suite 200
P.O. Box 1669 (33757)
Clearwater, FL 33756
727.441.8966

November 12, 2025

Mayor Anne-Marie Brooks
& Madeira Beach Board of Commissioners
300 Municipal Drive
Madeira Beach, FL 33708

Re: Kent Baker – 703 Sunset Cove, Madeira Beach, FL 33708
Release of Code Enforcement Lien in the Amount Of \$8,854.22

Dear Mayor Brooks and Madeira Beach Board of Commissioners,

Our firm has the pleasure of representing a long-time Madeira Beach resident, Kent Baker, the owner of several properties in Madeira Beach including the subject property located at 703 Sunset Cove, Madeira Beach, Florida 33708 (the “*Property*”). Unfortunately, like so many other properties in Madeira Beach and throughout the beach communities, the Property sustained damage during the 2024 hurricane season including the failure of the Property’s air conditioning unit. In the aftermath of this devastation, Mr. Baker was desperate to restore the Property and make it a livable space free from mold. Mr. Baker purchased an HVAC unit and installed it without a building permit in order to keep the Property from beginning to gather mold due to the moisture and humidity.

Unbeknownst to Mr. Baker, the installation of the HVAC unit done without a permit was a violation of Section 86-52 of the City of Madeira Beach Code of Ordinances. The City cited Mr. Baker due to the Property’s noncompliance with the Code and a Special Magistrate Order was issued enforcing a \$100.00 fine for every day that the violation was not remedied. Upon learning of the violation, Mr. Baker retained our services and we attempted to resolve the issue without removal of the HVAC unit. However, we advised Mr. Baker that the most expedient remedy to come into compliance was to remove the

HVAC unit which he did as soon as possible upon receiving our advice. The fines began accruing on July 7, 2025, and ended on October 2, 2025, when an inspection deemed the Property to be in compliance after the removal of the HVAC unit. The total fines which accumulated on the Property amount to \$8,854.22, which sum includes interest owed.

It is Mr. Baker's request that you waive and release the \$8,854.22 lien owed to the City of Madeira Beach due to the extenuating circumstances related to the hurricanes. Mr. Baker was unaware when he purchased the HVAC unit, in a time of crisis, that it would result in a Code violation and subsequent lien on the Property for thousands of dollars. Mr. Baker is still attempting to restore the Property after the devastation inflicted by the hurricanes to the community. Your approval of this waiver and release of the lien will circumvent further financial loss for Mr. Baker, who has already endured significant hardship.

Yours Truly,



Brian J. Aungst, Jr., Esq.

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, 2026 – January 31, 2026)



Prepared By:
City Clerk
January 29, 2026

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 Ghovaei, 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 Ghovaei, 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

DECLARING CERTIFIED ELECTION RESULTS & INDUCTION INTO OFFICE – MARCH 18, 2026 BOC REGULAR WORKSHOP; 4:00 P.M. OR SCHEDULE SPECIAL MEETING TO BE HELD BEFORE WORKSHOP MEETING.**APPOINTMENT OF VICE MAYOR – APRIL 8, 2026 BOC REGULAR MEETING; 6:00 P.M.****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

- January 27, 2026, Mad Beach Cantina, 13205 Gulf Lane, Madeira Beach, FL 33708

BOARD OF COMMISSIONERS TRAINING (City Hall)

BOARD OF COMMISSIONERS MEETING ATTENDANCE

- January 14, 2026, BOC Regular Meeting – *All present*
- January 28, 2026, BOC Regular Workshop – *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

January 14, 2026, BOC Regular Workshop Meeting

- Certified Registered Nurse Anesthetist Week; January 18-24, 2026

PRESENTATIONS

APPROVAL OF MINUTES

January 14, 2025, BOC Regular Meeting – Approved 5-0

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

PUBLIC HEARINGS – ORDINANCES**Ordinance 2025-01, New Personnel Policy (Adopted 04/02/2025) – UNFINISHED BUSINESS – FOR FUTURE AMENDMENT TO THE NEW PERSONNEL POLICY (ORDINANCE 2025-01),**

- 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 was a problem. It would not be fair to let a single individual determine how long a person should stay (with the city) after receiving tuition reimbursement, as favoritism could come into play. That is why she asked that the policy be returned 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 the Board.

Ordinance 2025-20, Certified Recovery Residences – Adopted 01/14/2026

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 – *Approved 5-0*

Ordinance 2026-01, Calling the March 10, 2026 Municipal Election

- January 14, 2026 BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- February 4, 2026, BOC Regular Meeting – 2nd Reading & Public Hearing

PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS**RESOLUTIONS****Resolution 2026-01, Emergency Bridge Loan, \$3,148,500**

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.

- January 14, 2026 BOC Regular Meeting – *Approved 5-0*

CONTRACTS/AGREEMENTS/PURCHASES/LEASES

- **Placer.AI Software Agreement**
 - October 22, 2026 Boc Regular Workshop
 - January 14, 2026 BOC Regular Meeting – *Approved 5-0*

LIEN REDUCTION/FEE WAIVER REQUESTS

- Special Magistrate Lien at 703 Sunset Cove, Madeira Beach, Case No. 24-233 (Baker-Cianciulli)
 - January 28, 2026, BOC Regular Workshop
 - February 4, 2026, BOC Regular Meeting –

BOARD APPOINTMENTS

WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP LIST

January 14, 2026, BOC Regular Meeting (January 22, 2025, BOC Regular Workshop)

- Contractual Agreement with Tampa Bay Psychology Associates
- Area 9 Design/Engineering Scope Discussion
- CXT Bathroom Purchase Discussion
- Public Works Building Rendering Discussion
- Photography Contract Quotes
- GrantWorks Piggyback Contract with Texas Standard
- Fireworks RFP
- Board of Commissioners Expenditure Report for FY 2025 & FY 2026 (City Clerk)Added:

Added:

- Parking Signage Update
- Parking Garage Update
- John's Pass Jetty Sidewalk Update
- Kitty Stuart Park Update
- Vacant Property behind Kava Coffee Shack, mentioned by Vice Mayor Kerr, - staff to provide current zoning regulation and land use regulation for the vacant property
- Discuss how to recognize Residents who go above and beyond for the City

BOC WORKSHOP MEETING & REGULAR MEETING UPDATES - DISCUSSIONS

January 14, 2026 BOC Regular Meeting

- Snack Shack Update

January 28, 2026 BOC Regular Workshop

- Discuss how to Recognize Residents who go above and beyond for the City
- Vacant Property at 217 150th Avenue, located behind Kava Coffee Shack
- Board of Commissioners Expenditure Report – FY 2024, 2025 & 2026 (Moved to future budget workshop)
- Special Magistrate Lien at 703 Sunset Cove, Madeira Beach – Case No. 24-233 (Baker-Cianciulli)
- City Manager Search Update
- City Photographer Contract Quotes
- Ordinance 2026-02, Nonconforming Time Limitations
- John's Pass Village Parking Garage Discussion
- Discussion and Approval of Contractual Agreement with Tampa Bay Psychology Associates, LLC
- Public Works Building Conceptual Rendering Discussion
- John's Pass Jetty Sidewalk Design Discussion
- Archibald Snack Shack Update
- Tom & Kitty Stuart Park Bathroom and Post Storm Update
- Madeira Beach Youth Baseball and Softball Contract Renewal
- Madeira Beach Market Relocation Request
- Award of RFP 25-17 City of Madeira Beach Fireworks
- Gulf Beaches Public Library Time Capsule

BOC SPECIAL MEETINGS – SHADE MEETINGS

BOC SPECIAL WORKSHOPS

BOC SPECIAL MEETINGS – FY 2027 MILLAGE RATE & FY 2027 BUDGET HEARINGS

September 9, 2026, BOC Special Meeting; 5:45 p.m.

- Ordinance 2026-XX, FY 2027 Tentative Millage Rate Ordinance – 1st Reading & Public Hearing
- Ordinance 2026-XX, FY 2027 Tentative Budget – 1st Reading & Public Hearing

September 23, 2026, BOC Special Meeting; 5:45 p.m.

- Ordinance 2026-XX, FY 2027 Final Millage Rate Ordinance – 2nd Reading & Public Hearing
- Ordinance 2026-XX, FY 2027 Final Budget – 2nd Reading & Public Hearing

BOC BUDGET WORKSHOPS – 2:00 P.M.

- Wednesday, April 29, 2026 BOC Budget Workshop #1
- Wednesday, May 27, 2026 BOC Budget Workshop #2
- Wednesday, June 24, 2026 BOC Budget Workshop #3
- Wednesday, July 22, 2026 BOC Budget Workshop #4
- Wednesday, August 26, 2026 BOC Budget Workshop #5

TOWN HALL MEETINGS/COMMUNITY MEETINGS – COMMISSION CHAMBERS

- November 15, 2025, Town Hall Meeting #1 for Input to Develop the New Property, 555 150th Avenue, Madeira Beach & Jetty
- November 19, 2025, Town Hall Meeting #2 for Input to Develop the New Property, 555 150th Avenue, Madeira Beach & Jetty
- February 3, 2026, Town Hall Meeting #3 for Input to Develop the New Property, 555 150th Avenue, Madeira Beach
- February 7, 2026, Town Hall Meeting #4 for Input to Develop the New Property, 555 150th Avenue, Madeira Beach

LETTER OF SUPPORT ITEMS

REPORTS/CORRESPONDENCE – BOARD OF COMMISSIONERS & CHARTER OFFICERS

January 14, 2026 BOC Regular Meeting

- **Board of Commissioners – Reports/Correspondence**

Commissioner Tagliarini presented a PowerPoint on the pocket park project, funded by ARPA (American Rescue Plan Act) funds. He showed before-and-after photos of street-end pocket parks that had been improved with pavers, seating, landscaping, and irrigation. He praised Director Wepfer for completing the project within budget and highlighted how the improvements had enhanced the neighborhoods and public access.

Acting City Manager Belk said he received a Public Comment Card from John Lipa, 399 150th Ave. Unit 117C. He asked why the City is considering the Kava Shack location for utility vehicle storage. Vice Mayor Kerr said he would be happy to put something together on his thoughts on it. Mayor Brooks said it is on the workshop agenda for discussion.

- **Board of Commissioners – 2026 Meeting Schedule**

The Commission reviewed the 2026 meeting schedule with no changes or comments.

- **Board of Commissioners – 2025 BOC Annual Meetings Report (Informational)**

The City Clerk presented the 2025 BOC Annual Meetings Report and noted that she had already begun the 2026 report. The Commission expressed appreciation for her work.

- **City Clerk Report**

The City Clerk referred to her earlier report on the election ordinance and noted that she had no additional comments. She asked the Acting City Manager to give an update on the elevator.

Acting City Manager Belk said they are not in compliance with the ADA regarding the elevator. They have a little leeway because they are making a good-faith effort. \$30,000 were paid for repairs, but it took months to get the parts. \$32,000 more repairs were identified. He made an emergency purchase, which will be brought to the Board to ratify. The City Clerk said the elevator needs to be fixed by June

1st because they cannot have the August primary election at the library. The Acting City Manager said they are looking into replacing the elevator.

- **City Attorney**

The City attorney had nothing to report.

- **Acting City Manager**

The Acting City Manager reported that the City's appropriation requests were moving forward with some traction, and the City's lobbyist had been authorized to negotiate on the City's behalf.

RESPOND TO PUBLIC COMMENTS/QUESTIONS

01-14-2026 BOC Regular Meeting

The Commission addressed two main topics from public comments:

1. Commissioner Compensation: Commissioner Tagliarini said he would like the discussion to continue and that if a pay raise is approved, he would either not accept it or return it to the City to avoid any conflict of interest. He thought they needed to be competitive. The Commission agreed to add this topic to the February workshop agenda, noting that any change would not take effect for the current commissioners and would need to be approved at least six months before the next election.
2. Kava Coffee Shack Property: The Commission acknowledged the strong public opposition to using this property for public works, particularly regarding traffic concerns expressed by residents of the adjacent condominiums. They will discuss it at the next workshop meeting.