



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

Wednesday, February 28, 2024 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT**

Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record. Please limit your comments to five (5) minutes and do not include any topic that is 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. It is not mandatory to complete a comment card.

4. **BOARD OF COMMISSIONERS**

- [A.](#) BOC Roles & Responsibilities

5. **BUILDING DEPARTMENT**

- [A.](#) Code Enforcement/Satellite Office

6. **COMMUNITY DEVELOPMENT**

- [A.](#) City of Madeira Beach Master Plan - (Presented by Kimley-Horn)

- [B.](#) John's Pass Village Activity Center Plan and Zoning

7. **FIRE DEPARTMENT**

A. Statewide Mutual Aid Agreement - 2023

B. Redington Emergency Services Building Update

8. PUBLIC WORKS DEPARTMENT

9. RECREATION DEPARTMENT

A. ADA Bus Purchase

10. 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.

ARTICLE IV. BOARD OF COMMISSIONERS

Section 4.1 General powers.

The Commissioners of the City of Madeira Beach shall have and exercise all powers conferred by general law, upon municipal officers, not inconsistent with the terms of this Charter.

State law reference(s)—Municipal home rule powers, Florida Statutes ch. 166.

Section 4.2 Oath of office.

All officers of the City of Madeira Beach, before entering upon the duties of their office, shall by oath or affirmation subscribed to faithfully perform the duties of their office and the Constitution of the laws of the State of Florida and the United States of America.

State law reference(s)—Oath, Florida Statutes § 876.05.

Section 4.3 Mayor.

The Mayor shall preside at meetings of the Board of Commissioners, shall have voice and vote in the proceedings of the Commission, shall be recognized as the official head of the City of Madeira Beach, Florida, government for all ceremonial purposes, for service of process, and as the City of Madeira Beach, Florida, official designated to represent the City of Madeira Beach, Florida, in all agreements with other entities or certifications to other government entities, but shall have no administrative duties except as required to carry out the responsibilities herein.

(Ord. No. 1001, 12-14-2004/3-8-2005)

Editor's note(s)—Ord. No. 1001, adopted December 14, 2004, amended § 4.3 in its entirety to read as herein set out. Formerly, § 4.3 pertained to the mayor-commissioner and derived from original codification.

Section 4.4 Vice-Mayor.

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.

(Ord. No. 979, § 2, 1-28-2003; Ord. No. 1001, 12-14-2004/3-8-2005)

Section 4.5 Rules of procedure; quorum; meetings.

- (A) *Meetings.* The Board of Commissioners shall meet regularly at such times and places as determined by the Board of Commissioners. The Board of Commissioners may schedule other regular meetings as it deems necessary in accordance with its established rules of procedure. Special meetings may be held at the call of the Mayor, by a majority of the Commission members, with no less than twenty-four (24) hours' notice in

writing to each member and the public. Any such notice shall state the subject to be considered at the special meeting which shall be restricted to the items specified in the notice.

- (B) *Rules.* The Board of Commissioners shall determine its own rules and order of business, within 90 days following each election.
- (C) *Voting.* Unless otherwise expressly provided by this Charter, Ordinances, Resolutions, and other actions requiring a vote of the Board of Commissioners shall require three (3) affirmative votes for passage, and shall be by roll call vote upon request of any member of the Board of Commissioners. A super-majority vote of four members of the Board of Commissioners for any Planned Development Rezoning or Special Area Plan shall be required for approval. The City Clerk shall record all votes of all Commission members in the journal. A simple majority of the Board of Commissioners shall constitute a quorum, and a quorum shall be necessary to conduct the business of the Board of Commissioners.

(Ord. No. 1003, 12-9-03; Ord. No. 2018-09 , § 1, 8-20-2018; Ord. No. 2018-16 , § 1, 1-8-2019)

Section 4.6 Prohibitions.

- (A) *Holding other office.* Except where authorized by law, no Commission member shall hold any other City office or City employment during the Commissioner member's term, and no former Commission member shall hold any compensated appointive City office or employment until one year after the expiration of the term for which he/she was elected to the Board of Commissioners.
- (B) *Appointments and removals.* Neither the Board of Commissioners nor any of its members shall in any manner dictate the appointment or removal of any City administrative officer or employees whom the City Manager or any of his/her subordinates are empowered to appoint, but the Board of Commissioners may express its views and fully and freely discuss with the Manager anything pertaining to appointment and removal of such officers and employees.
- (C) *Interference with administration.* Except for the purpose of inquiries and investigation, the Board of Commissioners or its members shall deal with the City officers and its employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Board of Commissioners or its members shall give orders to any such officers or employee, neither publicly nor privately, except as provided under the emergency powers section of this Charter. The Board of Commissioners or any of its committees or members, individually or collectively, shall not direct or request the appointment of any person or his/her removal from, office by the City Manager or any of his/her subordinates or in any manner, directly or indirectly, take part in the appointment or removal of any officers or employees or members of Boards in the Administrative Service of the City of Madeira Beach, Florida. The Board of Commissioners nor any member thereof shall give orders to any subordinate or Officer of said City, either publicly or privately, directly or indirectly.
- (D) *Nepotism prohibited.* The Board of Commissioners or the City Manager, or City Clerk or City Treasurer shall not employ nor contract with any member of the Board of Commissioners or with the City Manager or the City Clerk, or City Treasurer nor with any relative of any member of the Board of Commissioners or City Manager, or the City Clerk or City Treasurer thereof. Nothing contained above shall limit the Board of Commissioners from contracting with the City Manager or City Clerk or City Treasurer for services rendered in connection with their office. As defined in Florida Code of Ethics for Public Officials and Employees (Florida Statutes § 112.312), "Relative," means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out

as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

(Ord. No. 1004, 12-14-2004/3-8-2005; Ord. No. 2018-09 , § 1, 8-20-2018)

State law reference(s)—Code of ethics, Florida Statutes § 112.311 et seq.

Section 4.7 Creation of new departments.

The Board of Commissioners by ordinance may create, change, and abolish offices, departments and agencies established by this Charter. The Board of Commissioners by ordinance may assign additional functions or duties to offices, departments or agencies established by this Charter, but may not discontinue or assign to any other office, department or agency an function or duty assigned by this Charter to a particular office, department or agency.

Section 4.8 Induction of Board of Commissioners into office; meetings.

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. The Board of Commissioners may hold such meetings at such times as they may prescribe, but not less frequently than once each month. Meetings of the Board of Commissioners shall be open to the public in accordance with the Florida Statutes.

(Ord. No. 979, § 2, 1-28-03; Ord. No. 1005, 12-9-03; Ord. No. 2018-16 , § 1, 1-8-2019; Ord. No. 2022-15 , § 2, 7-13-2022)

State law reference(s)—Meetings to be open to the public, Florida Statutes § 286.011.

Section 4.9 Investigations.

The Board of Commissioners may make investigations into the affairs of the City by appointing a Charter Officer to investigate internal affairs of the City and report their findings to the Board of Commissioners.

(Ord. No. 2018-16 , § 1, 1-8-2019)

Section 4.10 Independent audit.

The Board of Commissioners shall provide for an independent annual audit of all City accounts and may provide for a more comprehensive audit as it deems necessary. Such audits shall be made by a certified public accountant or a firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City government or any of its officers.

(Ord. No. 2018-09 , § 1(Exh. A), 8-20-2018; Ord. No. 2020-17 , § 1, 8-19-2020)

State law reference(s)—Independent fiscal audit required, Florida Statutes §§ 166.241, 218.32.

Section 4.11 Compensation; expenses.

The Board of Commissioners may determine the annual salary of Commissioners by Ordinance, but no Ordinance increasing such salary shall become effective until the date of commencement of the terms of

Commissioners elected at the next regular election, provided that such election follows the adoption of such ordinance by at least six (6) months.

All members of the Board of Commissioners, may be reimbursed for any ordinary travel and other expenses incurred in connection with their official duties inside and outside the limits of Pinellas County and shall account therefore in accordance with Florida Statutes.

Salary rates of six hundred (\$600.00) dollars per month for the Mayor and four hundred (\$400.00) dollars per month for District Commissioners shall be paid until amended by ordinance as hereinabove provided.

Changes in the salaries of the Board of Commission members shall be established by Ordinance.

(Ord. No. 722, 9-6-1988/4-4-1989; Ord. No. 1007, 12-14-2004/3-8-2005; Ord. No. 2018-09 , § 1(Exh. A), 8-20-2018)

Section 4.12 Recall.

The Recall of elected officials shall be governed by Florida Statutes § 100.361, as may be amended from time to time.

(Ord. No. 2018-16 , § 1, 1-8-2019)

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2022-05; AND PROVIDING FOR AN EFFECTIVE DATE.

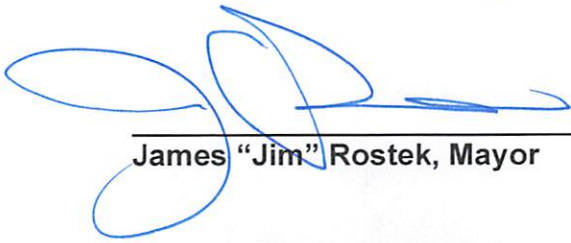
WHEREAS, City Charter Section 4.5 (B) authorizes the Board of Commissioners to determine its own rules for the order of business by resolution at a regular meeting of the Board of Commissioners within ninety (90) days following the municipal election.

WHEREAS, the Board of Commissioners desires to consider, update, amend, restate and adopt the recommended changes proposed by Commission members and City staff.

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


1. The City of Madeira Beach Board of Commissioners Policy Handbook shall hereby be reviewed, updated, amended and restated.
2. The “**City of Madeira Beach Board of Commissioners Policy Handbook**” attached hereto as Exhibit “A” is hereby adopted.
3. A copy of this Resolution and the Board of Commissioners Policy Handbook will be provided to all Commission members, City staff, and posted on the City’s website.
4. Resolution 2022-05 is hereby repealed.
5. This resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS 10th DAY OF May, 2023.



James “Jim” Rostek, Mayor

ATTEST:


Clara VanBlargan, MMC, MSM, City Clerk





BOARD OF COMMISSIONERS POLICY HANDBOOK
Resolution 2023-05
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ARTICLE I

OFFICIAL COMMUNICATIONS AND REPRESENTATION OF THE CITY PROTOCOL

The City Charter provides information on the roles and responsibilities of the Board of City Commissioners. In accordance with City Charter, Sec. 4.5 (B), the Board of Commissioners shall determine its own rules and order of business by resolution within 90 days following each election. Once adopted by resolution, the legislation must be adhered to until any modifications thereof are made. The Board of Commissioners hereby adopt these policy guidelines describing the protocol for various official communications and representations on behalf of the City of Madeira Beach.

I. OVERVIEW OF ROLES & RESPONSIBILITIES

The roles and responsibilities of elected officials can be found in the City Charter, City Code as well as established past practices.

CITY CHARTER DUTIES

1. Mayor (City Charter, Section 4.3)

- Presides at all meetings of the Board of Commissioners.
- Have a voice and vote in the proceedings of the Commission.
- Recognized as the official head of the City of Madeira Beach, Florida, government for all ceremonial purposes and may issue Proclamations and award the Key to the City.
- Official for service of process (receives lawsuits and other documents on behalf of the City of Madeira Beach).
- Official designated to represent the City of Madeira Beach, Florida, in all agreements with other entities or certifications to other government entities but shall have no administrative duties except as required to carry out the responsibilities herein.

2. Vice-Mayor (City Charter, Section 4.4)

- Appointed by the Board of Commissioners at the first regular or special meeting, which shall be held on or before the last day of the month in which the election was held to serve as Vice-Mayor for a one (1) year term.
- 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.

3. Board of Commissioners (City Charter, Article IV)

All members of the Board of Commissioners have equal votes. No Commission member has more authority than any other Commission member. Each Commission member shall fully participate in the Board of Commissioners' meetings and may represent the City at ceremonial and/or formal functions at the request of the Mayor or District Commissioners.

II. GUIDELINES RELATED TO COMMISSION COMMUNICATIONS

1. Ceremonial Events

- Requests for City representative(s) at ceremonial events will be handled by the City Manager's Office. The Mayor serves as the designated City representative for ceremonial purposes. If the Mayor is unavailable to attend, the Vice-Mayor will be asked to represent the City, and if the Vice-Mayor is unavailable, another Commission member will be asked to represent the City. District Commissioners can also represent the City at ceremonial events if requested.
- Invitations received at City Hall by mail or email are presumed to be for official City representation. Invitations addressed to Commission members at their homes are presumed to be unofficial, personal invitations.
- All Commissioners are encouraged to show up and positively represent the City without violating the Sunshine Law.

2. Official Correspondence

- Each Commission member may prepare and send correspondence under their signature on City letterhead, but City letterhead shall not be used for personal or election or campaign correspondence. However, before sending correspondence, the Commission member shall check with the City Manager or the City Clerk to see if an official City response has already been sent or is in progress. A signed copy of the correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- No written commitment or position shall be made by any individual member of the Board of Commissioners on behalf of the City without first having obtained a majority direction from the Board of Commissioners. A copy of all correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- All official and legal correspondence of the City, including contracts, agreements and ordinances, shall be signed by the Mayor or as otherwise provided within the correspondence. In the absence of the Mayor, the Vice-Mayor shall sign on behalf of the City. A copy of all official and legal correspondence of the City shall be given to the City Clerk to be filed as part of the public record.
- All correspondence received at City Hall for the Mayor and Commissioners is considered official mail, excluding anonymous mail, and shall be opened by the City Clerk. Originals shall be filed as part of the public record and a copy of the mail shall be placed in the mailbox of the Commission member to whom the mail was addressed to. Although, anonymous mail is considered a public record it is not considered official mail and will be treated accordingly depending on the nature of its contents.

3. Public Communications

- The Board of Commissioners will endeavor to inform and interact with the public in meaningful and respectful ways that convey accurate information, using the following guidelines:
- Commission members frequently are asked to explain an action made by the Board or to give their opinion about an issue as they meet and talk with constituents in the community. Commission members may give a brief overview of a decision made by the Board or City policy and to refer to City staff for further information.
- Commission members may not overtly or implicitly promise Board of Commissioners action, or to promise City staff will do something specific (i.e., fix a pothole, void a parking ticket, plant new flowers in the median, etc.). Commission members shall make no promises on behalf of the Board of Commissioners.
- Commission members may not make any personal comments, verbal or nonverbal, about other Commission members.
- Commission members may publicly disagree about an issue, but one should refrain from making derogatory and/or inflammatory comments, verbal or nonverbal, about other Commission members, based on their opinions, and actions.
- A Commission member may have the City Manager inform and interact with the public on their behalf.
- Commission members should not give any opinions on issues to be decided by the Board of Commissioners.

III. COMMISSION CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implements and administers the policies of the Board of Commissioners. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. Do not get involved in administrative functions. (City Charter, Section 4.6. C.)

- Board of Commissioners shall not interfere with Administration.

Language as written in City Charter, Section 4.6., B. “*Appointments and removals.*” Neither the Board of Commissioners nor any of its members shall in any manner dictate the *appointment or removal* of any City administrative officer or *employees whom the City Manager or any of his/her subordinates are empowered to appoint*, but the Board of Commissioners may express its views and fully and freely discuss with the Manager anything pertaining to appointment and removal of such officers and employees.”

Language as written in City Charter, Section 4.6., C. *“Interference with administration. Except for the purpose of inquiries and investigation, the Board of Commissioners or its members shall deal with the City officers and its employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Board of Commissioners or its members shall give orders to any such officers or employee, neither publicly nor privately, except as provided under the emergency powers section of this Charter. The Board of Commissioners or any of its committees or members, individually or collectively, shall not direct or request the appointment of any person or his/her removal from, office by the City Manager or any of his/her subordinates or in any manner, directly or indirectly, take part in the appointment or removal of any officers or employees or members of Boards in the Administrative Service of the City of Madeira Beach, Florida. The Board of Commissioners nor any member thereof shall give orders to any subordinate or Officer of said City, either publicly or privately, directly or indirectly.”*

- It is permissible for a Commission member to ask questions of or request information from a City officer or its employees for clarification of an item listed on the agenda in preparation of a meeting, as long as the request is through the City Manager.
- Language as written in City Charter, Section 4.9. Investigations. *“The Board of Commissioners may make investigations into the affairs of the City by appointing a Charter Officer to investigate internal affairs of the City and report their findings to the Board of Commissioners.”*

2. Check with City staff on correspondence before taking action.

Often, the City Manager or City Clerk will be aware of a response already provided on behalf of the City that can be useful to the Board of Commissioners in understanding the status of projects, complaints and other inquiries.

3. Do not attend meetings with City staff unless requested by a department director through the City Manager.

Even if a Commission member does not say anything, his/her presence implies support, shows partiality, intimidates staff, and hampers staff’s ability to do their job objectively.

4. Limit requests for staff support.

Routine secretarial support will be provided to the Board of Commissioners by the City Clerk’s Office. All mail for the Mayor and Commissioners is opened and a copy retained by the City Clerk. Mail addressed to the Mayor that may need immediate response or action may be reviewed first by the City Manager who may note suggested action and/or follow-up items. Depending on the nature of the contents of anonymous mail, the City Attorney will first review it.

Requests for staff support - even in high priority or emergency situations -- shall be made to the City Manager who is responsible for allocating City resources to maintain a professional, well-run City government.

5. Do not solicit political support from staff.

Board of Commissioners shall not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates and engage in other political activities, but all such activities shall be done away from the workplace. City staff in uniform shall not be asked to pose with candidates for office nor shall City equipment, letterhead, logos, paper, envelopes or other city materials be used in, or to create, political campaign advertisements.

IV. COMMISSION CONDUCT WITH THE PUBLIC

The Board of Commissioners are held to the highest standards of ethics and shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their official position or authority improperly or for personal gain.

1. In Public Meetings

- The Board of Commissioners will only use city issued electronic devices on the dais and/or in a public meeting and refrain from the use of personal electronic devices on the dais and/or in a public meeting, unless authorized by the Board of Commissioners.
- The Board of Commissioners shall make the public feel welcome, which is an important part of the democratic process. No signs of partiality, prejudice or disrespect shall be evident on the part of individual Commission members toward an individual participating in a public forum. Every effort shall be made to be fair and impartial in listening to public testimony. Commission members should be fair and impartial in listening to the public during public comment.
- The public will be given a reasonable opportunity to be heard on a proposition before a board or commission.

Section 286.0114(3), F.S., states that the public's "opportunity to be heard" does not apply to:

- 1) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
- 2) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- 3) A meeting that is exempt from s. 286.011; or
- 4) A meeting during which the board or commission is acting in a quasi-judicial capacity. See AGO 17-01 (s. 286.0114, F.S., does not require that members of the public be given a reasonable opportunity to be heard at quasi-judicial code enforcement hearings held by a special magistrate pursuant to authority delegated from the county code enforcement board).

The statute does not prohibit a board or commission from “maintaining orderly conduct or proper decorum in a public meeting.” Section 286.0114(2), F.S. In addition, the opportunity to be heard is “subject to rules or policies adopted by the board or commission” as provided in s. 286.0114(4), F.S. These rules or policies are limited to those that:

- 1) Provide guidelines regarding the amount of time an individual must address the board or commission;
 - 2) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;
 - 3) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or
 - 4) Designate a specified period of time for public comment.
- If a board or commission adopts such rules or policies and thereafter complies with them, it is deemed to be acting in compliance with the statute.

- 1) The Board of Commissioners adopted a “Pledge of Civility” and a “Mission and Vision Statement” in 2018 to maintain orderly conduct and proper decorum in the public meetings:

PLEDGE OF CIVILITY (Resolution 2018-10; 08/14/2018)

- We will always show respect to one another.
- We will direct all comments to the issue before us.
- We will refrain from personal attacks.

- 2) **MISSION AND VISION STATEMENT** (segments of Resolution 2018-08)

- **Public Trust** – We believe that honesty and integrity are the foundation of all constructive relationships and the basis of public trust. We will ensure that there is thorough ethical behavior and decision making.
- **Transparency** – We will protect and preserve open and honest governance to maintain the public’s trust and confidence.
- **Teamwork** – We are committed to working together, embracing diversity and inclusion to best serve one another and the public.
- **Accountability** – We define accountability as taking ownership and responsibility for the outcomes of our decisions, actions, and management of our resources.

- **Professionalism** – Professionalism is dedication to excellence through integrity, requiring careful analysis of issues, free of personal biases, with a commitment to the organization and the community.
- **Respect** – We value all viewpoints and opinions and treat each other with courtesy and respect.

2. In Unofficial Settings

Board of Commissioners are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as role models for the City. Honesty, integrity and respect for the dignity of each individual shall be reflected in every word and action taken by Commission members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Board of Commissioners shall keep in mind that to the public they are first and foremost an elected official and that distinction makes the City Commissioner different from other residents, electors or citizens. All Commission members shall guard against any actions or words that would give even the appearance of bullying or misuse of their position.

3. In Official Forms of Media

Communication through media is an integral part of any governmental agency. All forms of media (television, newsletter, web site, etc.) play an important role in getting messages out to our community. The Board of Commissioners recognize a responsibility to make available accurate information to the public in a timely manner; understanding that people form opinions about the City based on what they read, hear and see. The objective of the City's media communications is to ensure public opinions are formed upon the basis of accurate information. To that purpose, the Board of Commissioners has established multiple media for proactively communicating with the community. The Commission members may ask that the City Manager speak on their behalf.

4. Monthly City Manager's Report

The City Manager shall put out a monthly report for purpose of conveying City news, events and project status reports to the community. Monthly reports include more detailed information when necessary.

5. Website

The City maintains a website, www.madeirabeachfl.gov, for the benefit of residents and visitors. The website is intended to provide access to City contact information, services, requests for bids and proposals, general announcements and meeting notices, agendas and results as well as maps, among other features. The website also provides a means for the public to access published reports, such as the Certified Annual Financial Report (CAFR), the Annual Budget and the State of the City Address without coming to City Hall or paying for public records. These reports are generally too lengthy for publication in the monthly City Manager's Report or through the government access channel. While the information at the City's website can be accessed in "real time," it is maintained by City staff on a time available basis and updated as frequently as possible to remain current and accurate.

6. Government Access Channel or alternative measure

The City maintains a government access channel, currently Channel 640 – Madeira Beach TV (MB-TV) through the local cable television franchise provider for the benefit of residents and visitors. MB-TV is available within the corporate limits of Madeira Beach and is programmed from City Hall. The MB-TV channel is used to broadcast. This service provides residents and interested persons with a first-hand account of the City’s conduct of business. The goal is to use Closed Captioning in order to comply with ADA Recommendations.

7. Video Live Streaming

The City video Live Streams its Board of Commissioners (BOC) meetings to allow for more transparency to its citizens. BOC meetings can be watched live through You Tube Streaming on the City’s website or accessed anytime following the meeting. The State retention requirement for Live Streaming videos is two anniversary years after adoption of the official minutes or certification of transcript. Commission members shall make every effort to use the microphone when speaking so that their words can be heard on Live Streams and recordings.

Candidate Forums will be video live streamed on the government access channel even if it involves City personnel.

V. COMMISSION CONDUCT WITH OTHER PUBLIC AGENCIES

1. Be clear about representing the City or personal interests.

If a Commission member appears before another governmental agency or organization to give a statement on an issue, they shall clearly state:

- If his or her statement reflects personal opinion or is the official stance of the City taken by the Board of Commissioners at a noticed meeting;
- Whether this is unanimous or the majority or minority opinion of the Board of Commissioners;
- If a Commission member is representing the City in an official or liaison capacity, they should speak or state the official City position on an issue, not a personal viewpoint. If the Commission member is representing another organization whose position is different from the City, they shall state that during their comments. Commission members shall be clear about when they represent the City and when they are speaking in an individual or other capacity.

2. Correspondence shall be equally clear about representation.

City letterhead may be used when a Commission member is representing the City and the City’s official position. A copy of official correspondence shall be given to the City Clerk to be filed in the Clerk’s Office as part of the public record and placed on the website. It is best that City letterhead is not used for correspondence of City Commissioners representing a personal point of view, or a dissenting point of view from an official Board of

Commissioners position. City letterhead should only be used for official City business and shall not be used for personal correspondence or for any election or campaign correspondence. The City Clerk or the City Manager shall approve that letter to be sent out.

VI. COMMISSION CONDUCT WITH BOARDS AND COMMITTEES

The City has established various appointed Boards and Committees as a means of gathering recommendations after providing more public opportunities for more community input. Citizens who serve on Boards and Committees become more involved in government and serve as advisors to the Board of Commissioners. They are a valuable resource to the City's leadership and shall be treated with appreciation and respect.

1. **If attending a Board or Committee meeting, be careful to avoid influencing the Board or Committee's consideration or prejudicing the Board of Commissioners eventual consideration.**

- Commission members may attend any Board or Committee meeting, which are always open to any member of the public. However, they shall be sensitive to the way in which their presence may be viewed as unfairly affecting the process, especially if Commission members attend as a formal liaison on behalf of the Board of Commissioners. Commission members shall remember that attendance at a quasi-judicial hearing before a Board may place him/her in a position to be asked to disclose their attendance and any written or oral ex parte communications, or even recuse him/herself if there is evidence of prejudice or bias when the quasi-judicial matter is brought to the Board of Commissioners.
- Any public comments by a Commission member at an advisory Board or Committee meeting shall be clearly made as individual opinion and not a representation of the Board of Commissioners. The Board of Commissioners appoint Boards and Committees at large to provide independent recommendations to the Board of Commissioners and/or the City Manager. Commission members should be careful when suggesting a course of action or recommendation to an advisory Board or Committee because this could interfere with the independent judgment of the advisory Board or Committee contrary to the purpose and intent of the system.

2. **Limit contact with Board and Committee members to questions of clarification.**

- Remember that the Board of Commissioners appoint Boards and Committees to serve the community, not individual Commission members.
- It is prohibited for a Commission member to contact a Board or Committee member to lobby on behalf of an individual, business, or developer or to suggest or recommend an action be taken. Board and Committee members are appointed to take public comment and make independent recommendations to the Board of Commissioners and/or the City Manager, not vice versa (i.e., not to follow recommendations that may be desired by an individual Commission member). It is prohibited for advisory Board members and/or Committee members to contact Board of Commissioners to influence or to communicate a perspective counter to the official actions of the Board or Committee actions. All positions of an advisory Board or Committee shall be reduced

to a written recommendation that is voted upon and, if desired, the written recommendation(s) may contain majority, minority or individual comments or concerns.

- The Board of Commissioners appoint individuals to serve on Boards and Committees, and it is the responsibility of Boards and Committees to follow policy established by the Board of Commissioners. Board and Committee members do not report to individual Commission members, nor shall Commission members feel they have the power or right to threaten Board and Committee members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Committee shall be based on such criteria as expertise, ability to work with staff and the public and commitment to fulfilling official duties. A Board or Committee appointment shall not be used as a political "reward" for assistance in any campaign activities.

3. Be respectful of diverse opinions.

A primary role of Boards and Committees is to represent many points of view in the community and to provide the Board of Commissioners with advice based on a full spectrum of concerns and perspectives. Commission members may have a closer working relationship with some individuals serving on Boards and Committees but shall be fair, balanced and respectful of all citizens serving on Boards and Committees.

4. Keep political support away from public forums.

Board and Committee members may offer political support to a Commission member, but not in a public forum while conducting official duties. Conversely, Board of Commissioners may support Board and Committee members who are running for office, but not in an official forum in their capacity as a Commissioner.

VII. BOARD MEMBERS ATTENDING MEETINGS OR SERVING AS MEMBERS OF ANOTHER PUBLIC BOARD

1. Board members attending meetings of another public board.

2022 Government in the Sunshine Manual, Page 20 & 21:

“Several Attorney General Opinions have considered whether one or more members of a board may attend or participate in a meeting of another public board. For example, in AGO 99-55, the Attorney General’s Office said that a school board member could attend and participate in the meeting of an advisory committee appointed by the school board without prior notice of his or her attendance. However, the opinion cautioned that “if it is known that two or more members of the school board are planning to attend and participate, it would be advisable to note their attendance in the advisory committee meeting notice.”

“Moreover, while recognizing that commissioners may attend meetings of a second public board and comment on agenda items that may subsequently come before the commission for final action, the Attorney General Opinions have also advised that if more than one “commissioner is in attendance at such a meeting, no discussion or debate may take place among the commissioners on those issues.” AGO 00-68. *Accord* AGO 98-79 (city commissioner may attend a public community development board meeting held to consider a proposed city ordinance and express his or her views on the proposed ordinance even

though other city commissioners may be in attendance; however, the city commissioners in attendance may not engage in a discussion or debate among themselves because “the city commission’s discussions and deliberations on the proposed ordinance must occur at a duly noticed city commission meeting”). *See also* AGOs 05-59 and 77-138.”

2. Board members serving as members of another public board.

2022 Government in the Sunshine Manual, Page 21:

“Board members who also serve on a second public board may participate in the public meetings of the second board held in accordance with s. 286.011, F.S., and express their opinions without violating the Sunshine Law. AGO 07-13. In other words, “when two county commissioners are presently serving on [a regional planning] council this does not turn a meeting of the planning council into a county commission meeting, and the Sunshine Law does not require any additional or different notice of planning council meetings because of the presence of these county commission members.” *Id.* “Similarly, AGO 98-14 concluded that membership of three city council members on the metropolitan planning organization did not turn a council meeting into a metropolitan planning organization meeting that required separate notice. Because, however, the discussion of metropolitan planning organization matters was planned for the council meeting, the city council had properly included mention of such items in its notice of the council meeting.”

“Similarly, in AGO 91-95, the Attorney General’s Office concluded that a county commissioner may attend and participate in the discussion at a public meeting held by the governing board of a county board on which another commissioner serves. However, “in an effort to satisfy the spirit of the Sunshine Law,” the opinion also recommended that the published notice of the county board “include mention of the anticipated attendance and participation of county commission members in board proceedings.” *Id.*”

VIII. COMMISSION CONTACT WITH THE MEDIA

Board of Commissioners are frequently contacted by the media for background, quotes and interviews. Whenever possible, Commission members, as the City's policy makers, shall be the first contact with the media. The City Manager is also a frequent contact and shall manage the staff's contact and communications with the media. Following are the Board of Commissioners general policies for conduct with the media:

1. Legal Issues.

Media inquiries relating to any existing or potential liability or suit against the City shall immediately be referred to the City Attorney. In the absence of the City Attorney, the City Manager may respond or direct the media to special counsel contacts on legal issues. The City Attorney has sole discretion as to whether or not to comment, and the substance of any comments, on any legal issues or litigation in the press.

2. Use a designated spokesperson for the City’s position on controversial issues.

When sensitive or controversial issues arise, it is essential that a central focal point for information be established. The City Manager may be designated for such contact. The City can best ensure a clear and consistent message by limiting involvement to a designated or limited number of contacts.

3. In the absence of designation, Board of Commissioners shall be clear for the record.

If an individual Commission member is contacted by the media, they shall be clear about whether their comments represent the official City position or a personal viewpoint. Commission members are urged to avoid instigative or preemptive contact directly with the media or through others for purposes espousing a position contrary to that of the majority of the Board of Commissioners or in the absence of an official position by the City.

4. Guidelines for Media Contacts:

What to Say:

Make sure the information released is factual, accurate, timely and consistent. Strive to provide full and honest disclosure and stay within legal limits by not making any slanderous or libelous statements. Choose words carefully and cautiously to avoid being taken out of context.

5. Guidelines for Email, Texts, and Social Media:

All email, text messages, and social media postings (for example: twitter, Facebook, snapchat, Instagram, etc..) regarding any issue that may come before the Board of Commissioners is official business and a public record, must be retained, shall not be deleted and should be forwarded to your official City email address for record retention and search purposes. Appointed and elected City officials *shall not* make anonymous postings on any electronic media with regard to any issue that may come before the City as official business.

ARTICLE II.

RULES OF PROCEDURE FOR BOARD OF COMMISSIONER MEETINGS

Pursuant to the Madeira Beach City Charter, Section 4.5, the Board of Commissioners shall determine its own rules and order of business, by resolution, within 90 days in which the election is held.

I. POLICY

1. General Rules

- **Meetings to be Public.** All meetings of the Board of Commissioners shall be noticed and open to the public, except for such meetings as are exempt by general law. Any meeting of two or more Commission members, in which City business is discussed is prohibited without the appropriate notice as specified in Florida State Statues.
- **Quorum.** A simple majority of the members of the Board of Commissioners shall, free of voting conflict, constitute a quorum and be necessary to conduct business of the Board of Commissioners. If a quorum is not present, those in attendance will be named and they shall adjourn.
- **Minutes of Proceedings.** Meeting minutes of the Board of Commissioners shall be kept by the City Clerk, except for such meetings as are exempt by general law.
- **Voting.** As set forth in the Charter, ordinances, resolutions and other action requiring a vote of the Board of Commissioners shall require three (3) affirmative votes for passage and shall be by roll call vote upon request of any member of the Board of Commissioners. A super-majority vote of four members of the Board of Commissioners for any Planned Development Rezoning or Special Area Plan shall be required for approval. The City Clerk shall record the vote of all Commission members.

In the event one or more members are absent and any motion for a final decision fails to achieve the affirmative vote of three (3) Commission members, and no further action by the Board of Commissioners to achieve three (3) affirmative votes can be obtained, then such ordinance, resolution or other action shall be automatically continued to the next regularly scheduled meeting or a special meeting scheduled for that purpose. No ordinance, resolution or other action shall be automatically continued more than once and if upon one continuance it does not obtain three (3) affirmative votes the matter shall fail.

- **City Manager.** The City Manager is expected to attend the meetings of the Board of Commissioners and shall have the right to take part in all discussions.
- **City Attorney.** The City Attorney or their designated substitute counsel is expected to attend the meetings of the Board of Commissioners and provide guidance and opinions on questions of law. Under Staff Reports on each BOC regular meeting agenda, the City Attorney shall provide a monthly staff report to the Board regarding the status of any ongoing litigation.

- **City Clerk.** The City Clerk or their designee shall attend the meetings of Board of Commissioners and record all votes and keep the official minutes of the proceedings.
- **Administrative Staff.** The Administrative staff shall attend meetings and workshops when required.
- **Rules of Order.** The current addition of Robert’s Rules of Order shall be the rules of order; in addition to the rules of procedure stated in this policy handbook.

2. Types of Meetings [City Charter, Section 4.5 – Rules of procedure; quorum; meetings

- **Regular Meetings.** The Board of Commissioners shall meet in the Commission Chambers or another designated place within the City boundaries, for regular meetings. Regular Meetings shall commence at 6:00 p.m. or as amended from time to time, on the second Wednesday of each month, or as otherwise determined by the City Manager if the regular meeting falls on a Holiday, City Election or other event that warrants rescheduling the meeting. The Board of Commissioners may schedule other regular meetings as it deems necessary in accordance with its established rules of procedure to address items that require official action before the next regularly scheduled meeting. The Board of Commissioners and/or City Manager shall determine date and time of meeting.
- **Special Meetings.** Special meetings may be called by the Mayor by a majority of the Commission with appropriate notice with no less than twenty-four (24) hours’ notice in writing to each member and the public (language stated in City Charter). Special meetings may also be called and noticed in a manner similar to regular meetings for special or specific purposes where formal action of the Board of Commissioners may be necessary or desirable. Special meeting notices shall encompass a minimum of one non-holiday weekday.
- **Workshop Meetings.** The Board of Commissioners may meet in the Commission Chambers for Workshop meetings. Workshop meetings shall commence at 6:00 p.m. on the fourth Wednesday of each month, or as otherwise determined by the City Manager and/ or the Board of Commissioners. Workshop meetings are informal legislative sessions, but to allow the Board of Commissioners to informally discuss topics and gain a better understanding of topics prior to formal consideration. To allow some understanding of the status of discussion of items, a verbal consensus may be ascertained to determine an appropriate next step, but such consensus is *not binding* on the Board of Commissioners.

3. Presiding Officer and Duties

- **Presiding Officer.** The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.
- **Parliamentarian.** The City Attorney shall act as the parliamentarian to the Board of Commissioners by advising the Mayor regarding matters of procedure. The Board could choose one of its members who is knowledgeable about the procedures to act as

the parliamentarian. Each Commission member must understand the parliamentary procedures, or it will be impossible to conduct its meeting properly.

- **Preservation of Order.** The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members' or motives, and confine members in debate to the question under discussion.
- **Point of Order.** The Presiding Officer shall determine point of order. Point of order shall not be entertained from the audience.
- **Recognition of Speakers.** The Presiding Officer shall recognize speakers from the public in keeping with the procedures established herein but shall do so in a way that remains constructive without being repetitive. In instances where large contingencies are represented, the Presiding Officer may ask for a limited number of representatives to represent the overall sentiments of the group. However, in no instance shall anyone be precluded from addressing the Board of Commissioners.
- **Recognition of Commission Members wishing to Speak.** The Presiding Officer shall allow an opportunity for Board of Commissioners to comment on items but shall not solicit comment from each member on every item but shall recognize those Commission members wishing to speak.

4. Order of Business for BOC Regular Meetings

- **Order of Business.** The general rule as to the order of business in Board of Commissioners (BOC) regular meetings, with the exception of the Agenda Setting Meeting, shall be as follows:
 1. Call to Order
 2. Invocation and Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Proclamations/Presentations
 - 5.1. Proclamations
 - 5.2. Presentations
 6. Public Comment
 7. Consent Agenda
 8. Public Hearings
 9. Unfinished Business
 10. Contracts/Agreements
 11. New Business
 12. Staff Reports
 13. Agenda Setting Meeting
 14. Reports/Correspondence
 - A. City Commission
 - B. City Attorney
 - C. City Manager
 - D. City Clerk
 15. Adjournment

- **Order of Business for the Regular or Special Meeting following the Election.** When newly elected officials are sworn into office, the meeting agenda may be formatted differently to allow for the ceremonial portion of the meeting to take place before any official business listed on the agenda.

5. Explanation of Order of Business for Regular Meetings

- **Agenda.** The order of business of each meeting shall be as contained in the Agenda. The Agenda is a listing by order of business of topics to be considered by the Board of Commissioners. Additional guidance is provided below as to the purpose of the agenda sections.

1. **Call to Order.** The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.

2. **Invocation and Pledge of Allegiance.**

3. **Roll Call** – The City Clerk calls the roll.

4. **Approval of the Agenda** – Approval of the Agenda consists of all items listed on the meeting agenda.

5. **Proclamations/Presentations.**

- 5.1. **Proclamations.** This section is provided for presentation of Proclamations to be read in full and presented by the Mayor, City Clerk or City Manager. The intent is to list and read only those proclamations that will be formally presented and received by a representative of the requesting agency or organization at the Board of Commissioners Meeting. Otherwise, proclamations may be issued at the Mayor's discretion and forwarded through the City Clerk's Office.

- 5.2. **Presentations.** This section is provided for any additional presentations held during City meetings. Presentations can be added during Agenda Setting Meetings and can be requested by the Board as a consensus or requested by an individual Commission member. The City Manager also has the authority to add a presentation to the agenda under his own discretion. Speaker's presentation shall be limited to 10 minutes.

6. **Public Comment.** This section is reserved for public participation on matters of concern pertaining to City business; and which are not on the agenda. Public comment is made in person and not represented by emails, tweets, or other types of information, unless there is a declared State of Local Emergency requiring virtual meetings of the Board of Commissioners. Public Comment is subject to the following protocol.

Manner of Addressing the Board of Commissioners. Each person addressing the Board of Commissioners shall step up to the microphone, give his or her name and address and the organization or group they represent, if

any, in an audible tone of voice for the record and shall limit their address to five (5) minutes unless extended by the Mayor, more time may be granted to applicants and affected persons with legal standing in quasi-judicial hearings. Yielding of time for an additional five-minute period is allowed. If no time is yielded, the person speaking can ask for additional time to speak. If the additional time is appropriate, the Presiding Officer can offer the Commissioners the opportunity to consent to an extension.

Comment Cards. Comments cards may be completed by individuals from the audience, whether it is a public forum question or an agenda item. The comment cards shall be available at the back table in the Commission Chambers, and the individual shall write their name, address, and a brief comment about what it is that they would like a response on. It is not mandatory that a speaker complete a comment card.

Reading of Protests. Interested persons, or their authorized representatives, may address the Board of Commissioners for the reading of protests, petitions, or communications relating to any matter over which the Board of Commissioners has jurisdiction.

7. **Consent Agenda.** The Consent Agenda shall be used to handle routine matters on the agenda expeditiously. Examples of Consent Agenda items are minutes, waivers for special events, bid or purchase awards for equipment, goods or services already approved within the budget, invoices, and budget transfers. There is no separate discussion of these items unless a Commission member requests an item be removed for consideration in its normal sequence on the agenda. Members of the public do not have discretion to remove items from the Consent Agenda, yet the Mayor, as Presiding Officer, may acknowledge any such request and remove an item on their behalf. The approval of the Consent Agenda shall be handled in one motion, i.e. "I move that the Consent Agenda, (items "x" through "z") be approved; or if items are to be removed, a typical motion might be, "I move that we approve Consent Agenda items "x" through "z" with the exception of item "y" for discussion."
8. **Public Hearings.** The section is for items requiring a public hearing required by law. Certain public hearings are quasi-judicial in nature. A quasi-judicial proceeding requires the Board of Commissioners to act in a quasi-judicial, rather than legislative, capacity. At a quasi-judicial hearing, it is not the Board's function to make law but rather to apply law that has already been established. In a quasi-judicial hearing the Board is required by law to make findings of fact based upon the evidence presented at the hearing and apply those findings of fact to previously established criteria contained in the code of ordinances in order to make a legal decision regarding the application before it. The Board may only consider evidence at this hearing that the law considers competent, substantial and relevant to the issues. If the competent, substantial and relevant evidence at the hearing demonstrates that the applicant has met the criteria established in the code of ordinances, then the Board must find in favor of the applicant . By the same token, if the competent, substantial and relevant evidence at the hearing demonstrates that the applicant has failed to

meet the criteria established in the code of ordinances then the Board is required by law to find against the applicant. The established procedure which will be followed by the Board is set forth in Chapter 2, Article I, Division 2 of the Code of Ordinances.

9. **Unfinished Business.** The section is provided to allow completion of matters already under discussion by the Board of Commissioners from a previous meeting, excluding public hearings required by Law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of unfinished business. Citizen input shall be limited to five (5) minutes.
10. **Contracts/Agreements.** This section is provided to allow more careful consideration of complex contracts and agreements that require individual approval. Citizen input may be heard once a motion is made by the Board of Commissioners on items of contract/agreements and shall be limited five (5) minutes.
11. **New Business.** This section contains all remaining agenda items for consideration by the Board of Commissioners, excluding public hearings, as required by law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of new business. Citizen input shall be limited to five (5) minutes.
12. **Staff Reports.** Non-workshop items. This section is set aside for staff reports regarding items such as monthly financial reports, special event updates, project updates, governmental and non-governmental project updates, litigation status report; and other updates on matters that do not get workshopped. Each staff report is limited to five (5) minutes.
13. **Agenda Setting Meeting.** This section is for the purpose of setting the Workshop Agenda for the Workshop to be held on the fourth Wednesday of the month. Items to be added to the agenda may be requested by the Board of Commissioners, City Manager, and City staff. Not all items need to be workshopped. The City Manager shall determine the form and manner of how the item will be addressed. The City Manager will read back the requested items to be workshopped for clarification purposes if necessary.
14. **Reports/Correspondence.** This section is set aside for standing reports from Commission members to provide a status report based upon their attendance or representation of the City at various governmental boards and agencies. This section is limited to five (5) minutes.

The Reports section also provides for the City Manager, City Attorney, and City Clerk to make announcements and report on current topics. This section is limited to five (5) minutes.

Outstanding Lien Settlements. This section will also allow for any updates on Outstanding Lien Settlements for liens over \$5,000.00. If the City Attorney

is approached by a property owner to settle an outstanding lien, the Commission must be able to review the details of a case at a Workshop followed by final approval or rejection of the proposed settlement during a Regular BOC Meeting. This section is limited to five (5) minutes.

6. Agenda Preparation

- **Notice.** The final agenda for regular, special, and workshop meetings shall serve as the public notice for each respective meeting. Agendas and public notices shall be posted at City Hall, Gulf Beaches Public Library, if possible, and the City's website by no later than 3:00 p.m. on the Thursday prior to the meeting.
- **Packets.** Agenda packets shall be published by the Office of the City Manager or City Clerk when needed, following approval of the agenda and packet materials by the City Manager's Office, and copies placed in the Commission boxes by Wednesday afternoon, and if necessary to allow for any emergency items to be included in packet, no later than 12:00 p.m. (noon) on the Thursday, the week before the scheduled meeting. All agenda items to be included in the agenda packet must be submitted no later than 3:00 p.m., on the Monday of the same week the agenda packet is to be distributed. The City Manager shall place all agenda items received past the deadline on a future agenda. The distribution deadline allows sufficient time for the Board of Commissioners to receive their agenda packet, review the packet materials, and to obtain additional information on the agenda items from the City Manager, City staff, or other entities, if necessary, to be more knowledgeable in preparation of the meeting and for voting purposes. For workshop meetings and regular meetings that are not held on a regularly scheduled meeting date, a similar lead time schedule for agenda and packet materials shall be followed, unless otherwise determined by the City Clerk.

ARTICLE III
SUSPENSION AND AMENDMENT OF RULES

I. SUSPENSION AND AMENDMENT OF THESE RULES

- 1. Suspension of Rules.** Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Board of Commissioners.
- 2. Amendment of Rules** This policy shall be reviewed annually and adopted by resolution within 90 days following each election. The policy may be amended, or new provisions made by a majority vote of all members of the Commission. Each year following the regular election, any modifications previously made by motion will be formalized in the resolution, City Charter, Section 4.5 (B).



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Frank DeSantis, CBO
DATE: February 19, 2024
RE: Code Enforcement/Satellite Office

Background

On November 7, 2023, the City of Madeira Beach publicly advertised a Request for Proposal (RFP) for constructing office space underneath the front entry stairs of City Hall and received three proposals on December 6, 2023:

Company	Bid Amount
Mali Contracting Corp.	\$219,684
Qualis General Contractors	\$283,983
Trias Construction	\$489,121

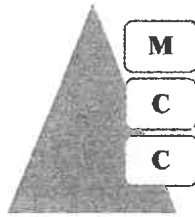
Fiscal Impact

The proposed project is budgeted for FY2024 using building department funds. Additional quotes were received for network/cabbling, office furniture and flood paneling for an approximate total of \$40,000. The total budget amount for the project is \$260,000.

Recommendation

Staff is seeking permission to negotiate an agreement with lowest bidder, Mali Contracting Corp. to construct the code enforcement/satellite office space.

Attachments: Mali Contracting Group Proposal



MALI CONTRACTING CORP

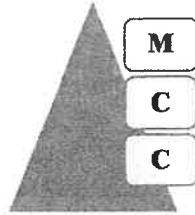
City of Madeira Beach

Request for Proposal (RFP)

RFP#23-10

Code Enforcement Satellite Office

4501 N. Saint Vincent St Tampa Fl 33614
Ph(813)489-3650
malicontractingcorp@gmail.com



MALI CONTRACTING CORP

STATEMENT OF INTEREST AND INTRODUCTION

COVER LETTER

December 06, 2023

City of Madeira Beach
300 Municipal Dr
Madeira Beach, Florida 33708

Sirs:

I am enclosing a resume in hopes that there might be an business with the City of Madeira Beach
I am a Florida Certified Building Contractor from 2018 with more than 20 years' experience in Construction industry.
As licensed holder, owner and Project Manager to another construction company I worked with Pasco County
Facilities Management, City of Dunedin, Tampa-Hillsborough Expressway Authority.

I believe my experience, qualifies me to be considered for the current bid. I look forward to discussing how my skills
can be of value to agency.

I would be pleased if I were given the opportunity to work for you with challenging projects and prove my worth as a
building contractor.

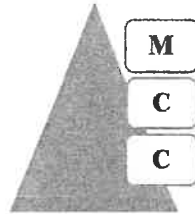
If you should have any questions or would like to grant me an interview, please contact me as your best convenience
to my address above or my e-mail address: malicontractingcorp@gmail.com.

Cordially,

Marisela Linares
CBC1262526 / CGC1534877 / CFC1432513
Mali Contracting Corp
President

INTRODUCTION

4501 N. Saint Vincent St Tampa FL 33614
Ph(813)489-3650
malicontractingcorp@gmail.com



MALI CONTRACTING CORP

The MALI CONTRACTING CORP consults commercial projects, with a demand for excellence rooted in our foundation.

We believe every project carries with in the unique aspirations of a client that will be expressed through physical structure for many years to come.

With over 27 years of industry experience, we pride ourselves on the value we bring to every project we're on. By creating custom packages for each of our clients, we take the time to analyze your project, utilizing our knowledge of construction and your Development needs, to ensure you're receiving services that will lead to optimal project completion.

"MALI CONTRACTING CORP"

As a Women Minority family-owned and operated business, we extend the meaning of family through our owners, employees, and operations.

Marisela Linares with more than 27 years of experience in the construction industry, her responsibilities include bids preparation, subcontract, construction, scheduling, sub negotiations, expediting, monitoring project schedules, invoicing, punch list completion and project close out. Responsible for all accounting function and financial management of the company including payroll, human resources and taxes. She also oversees the creation and submission of pay application to sub-contractors, distribution of contracts, purchase orders, and dealings with all bonding and insurance matters related to various projects. Marisela brings an impressive background with a Bachelor's of Science in Mechanical Engineering from the University of Oriente Cuba in 1991. Prior to start MALI CONTRACTING CORP, as state certified building contracting since 2018, she was license holder, project manager and supervisor for another construction company understanding the needs of control. She has been working in the design build industry since 1991 serving commercial and industrial construction in Cuba, and as a truss designer for a manufacturing company in Tampa area. Her expertise and knowledge is an invaluable asset to the MALI CONTRACTING CORP team.


4501 N. Saint Vincent St Tampa Fl 33614
Ph(813)489-3650
malicontractingcorp@gmail.com

STATEMENT OF QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets or attachments, as necessary.

- 1. Name of Contractor: Marisela Linares
- 2. Name of Business (if different than #1): Mali Contracting Corp
- 3. Form of Entity: Corporation
- 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):
4501 N. Saint Vincent St Tampa FL 33614
- 5. Date Organized: 08/01/2022
- 6. Where Organized: Florida
- 7. How many years have you been engaged in the Marine Dock building under your present name; also, state names and dates of previous business names, if any. N/A
- 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: N/A
- 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: N/A
- 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: City of Treasure Island 120th & 126th End Street Beautification
- 11. List your key personnel available for this contract.: Marisela Linares

The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.



 Authorized Signature
12/05/2023

 Date Signed


NOTARY

State of: Florida

County of: Hillsborough


Sworn to and subscribed before me this 5 day of December, 2023

Personally Known _____ or Produced Identification DRIVER LICENSE L5E2S40G7616
(Specify Type of Identification)

Signature of Notary 

(seal)

My Commission Expires 07/20/2026


 YANDRIEL MEJIAS FUENTES
 Notary Public
 State of Florida
 Comm# HH293507
 Expires 7/26/2026

MARISELA LINARES, CBC,CGC,CFC,EI

4501 N. ST VINCENT ST TAMPA FL 33614

TEL: (813)489-3650

MAILCONTRACTINGCORP@GMAIL.COM

HTTP://WWW.LINKENDIN.COM/IN/MARISELALINARES

BUILDING CONTRACTOR/ GENERAL CONTRACTOR /MECHANICAL ENGINEER**PROJECT LIST & REFERENCES**

Street End Improvements-120th & 126th - City of Treasure Island (Work in progress) Contact J.P. Agrall (727)543-4190

PM & Supervising & License holder (Mali) /Construction of concrete pavement 210 SY and Turf Block Installation 970 SY Contract Value = \$278k/ Scope: Selective demolition, Clearing, Grading, Formwork, Pour, Finishes and Paver installation

Wildwood Park Renovation-Town of Belleair Contact: Ryan Womack (727)804-1895

PM & Supervising & License holder (Mali) /Construction of concrete sidewalk 1595 SF and Curb D 275 LF Contract Value = \$26.5k/ Scope: Clearing, Grading, Formwork, Pour and Finishes

Fire Rescue Burn Building – Spring Hill, FL (Pasco County Facilities Management)Contact: Brittany Russel (727)247-8443

PM & Supervising & License holder (Mali) /Construction of concrete foundation and slab 1792 SF to load Four Stories Containers Building / Contract Value = \$50k/ Scope: Clearing, Grading, Backfill, Formwork ,Reinforcement and Finished for Foundations and Slabs, Metal Base Installation.

Elsie Logan Memorial Park Concession Building – Spring Hill, FL (Pasco County Facilities Management) Contact: George Scheitlin (727)992-1503

High-Rise / PM & Supervising & License holder (QCS)/ Plans & Specs / 2,000 sq. ft. / Contract Value = \$680k / Scopes: Demo old building, New building, Exterior Improvements, Main water line and Septic systems. All site work associated.

Hyde Park at Morrinson Street Aesthetic Improvements - Tampa, FL (Tampa Expressway Authority)Contact : Judith Villegas (813)272-6740 ext 146

PM & Supervising & License holder (QCS) / 20,000 sq. ft. / Contract Value = \$150k / Scopes: Selective clearing and grubbing ,removal and replacement of broken sidewalk, installation of decorative pedestrian gateway structures and walls, painting of existing bridge abutments, and adjustment of irrigation valve boxes.

Duke Energy at Anclote Plant Haul Path/ Transformer area-Holiday FL

PM & Supervising / 4,000 sq. ft. / Contract Value = \$180K/ Scopes: Remove existing asphalt/concrete, Excavation, Backfill, Compact, , Reinforcement and Finishes

Upper Peninsula-Westshore-Tampa Fl (Kimmins) Contact: Dario Muñoz (813)924-8241

PM & Supervising /Plans & Specs / 491,070 sq. ft. / Contract Value = \$814k / Scopes: All Formwork Reinforcement and Finishes for Junction Boxes, Inlets, Curbs, Sidewalks and Driveways.

Hillsborough County Soccer Complex - Tampa, FL

High-Rise / PM & Supervising / Plans & Specs / 662,608 sq. ft. / Contract Value = \$350k / Scopes: All

Formwork ,Reinforcement and Finishes for Foundations, tie beams and Slabs

Fire Training Center, Tampa, FL

PM & Supervising /Construction of two Buildings (One three Stories Containers Building and One Metal Building)7,570 SF/ Contract Value = \$200k/ Scope: All Formwork ,Reinforcement and Finished for Foundations and Slabs, Metal Base Installation and grouting for Steel Supports

Oak and Stone Restaurant, Saint Petersburg, FL

PM & Supervising/Renovation of 7,373 sq ft/ Contract Value = \$73k /Scope: Formwork, Reinforcement and Finishes for New Slab and New Stair

Amazon DTP2, Largo, FL

PM & Supervising /Renovation of 59,102 SF/ Contract Value = \$100k /Scope: Formwork, Reinforcement and Finishing for Retaining Wall, Foundations , Concrete Walls, Dock Leveler Pit and Dock Ramp Slab

Ateromizol Bulk Chemical Facility-Santiago de Cuba, Cuba

Design-Build Bulk Chemical Facility ,Process Steps Involving Reaction, Purification, Extraction, Crystallization, Separation/Filtration, and Drying. Supervising from the Start to Finish Three Story Steel Buildings 60,000 sq ft, Contract Value = \$1000k Foundation, Slab, Column Erection, Steel Erection.

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Mali Contracting Corp

Name of Person Submitting Proposals Marisela Linares

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments here to attached. The "CONTRACTOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Madeira Beach to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "CONTRACTOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

BIDDER'S REPRESENTATIONS

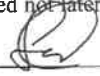
In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given Owner and Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature  _____

Date 12/05/2023 _____

RFP No. 2023-10 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the City of Madeira Beach harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Wali Contracting Corp/Manuela Linares _____
Contractor/ "CONTRACTOR" Printed Name Signature

Code Enforcement Satellite Office _____
Project Name Date

The effective date of this Hold Harmless Agreement shall be the duration of this project.

SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the "CITY" of Madeira Beach
 By Marisela Dinares
 (Print individual's name and title)
 for Mali Contracting Corp
 (Print name of entity submitting sworn statement)
 whose business address is 450 N. Saint Vincent St Tampa FL and (if applicable) its
 Federal Employer Identification Number (FEIN) is 88-3525704

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Authorized Signature 

Date Signed 12/05/2023

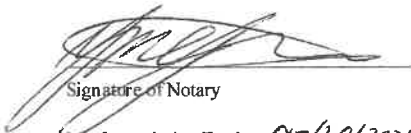
State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 5 day of December, 2023

Personally Known _____ or Produced Identification Driver license LS62 84069661 0

(Specify Type of Identification)



Signature of Notary

My Commission Expires 07/26/2026

(seal)



YANDRIEL MEJIAS FUENTES
Notary Public
State of Florida
Comm# HH293507
Expires 7/26/2026

This document must be completed and returned with your submission.

IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants/Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant/Bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant/Bidder's proposal as nonresponsive.

The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of Madeira Beach may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A(e) of the INA shall be grounds for unilateral termination of the contract by the City of Madeira Beach.

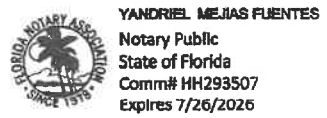
Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant/Bidder's proposal.

Company Name: Mali Contracting Corp
Print Name: Mariela Dinares Title: _____
Signature: _____ Date: 12/05/2023
State of: Florida
County of: Hillsborough
Sworn to and subscribed before me this 5 day of December, 2023

Personally Known _____ or Produced Identification Driver License L5625410686610
(Specify Type of Identification)

[Signature]
Signature of Notary
My Commission Expires 07/26/2025

(seal)



The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. This document must be completed and returned with your submission.

BID TABULATION FORM

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) \$ 219,684.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$ Two hundred nineteen thousands six hundred eighty four

Signature:  _____

Printed Name: Maisela Soares _____

Date: 12/06/2023

EXHIBIT A

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS. This sworn statement is submitted to the CITY OF MADEIRA BEACH by ___

[print individual's name and title]

for Mali Contracting Corp
[print name of entity submitting sworn statement]

whose business address is: 4501 N. Saint Vincent St Tampa FL

and Federal Employer Identification Number (FEIN) is 88-3525704 if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein. above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Authorized Signature _____

Date Signed 12/05/2023

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 5 day of December, 2023

Personally Known _____ or Produced Identification Driver License PL56254688610

(Specify type of Identification)

[Signature] Signature of Notary

My Commission Expires 07/26/2026



YANDRIEL MEJIAS FUENTES
 Notary Public
 State of Florida
 Comm# HH293507
 Expires 7/26/2026

EXHIBIT B

DRUG FREE WORKPLACE CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Madeira Beach by Marisela Linares
 for Mali Contracting Corp [print name of entity submitting sworn statement]
 whose business address is: 4501 N. Saint Vincent St and (if
 applicable) its Federal Employer Identification Number (FEIN) is 88-3525704 (If the entity has no FEIN,
 include the Social Security Number of the individual signing this sworn statement: _____)

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by:

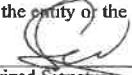
Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace.
 - (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
 - (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
 - (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - (6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.


Authorized Signature

Date Signed 12/05/2023

State of: Florida


County of: Hillsborough

Sworn to and subscribed before me this 5 day of December, 2023

Personally Known _____ or Produced Identification Driver license 05625-10686610

(Specify Type of Identification)

Signature of Notary
My Commission Expires 07/26/2026


YANDRIEL MEJAS FUENTES
Notary Public
State of Florida
Comm# HH293507
Expires 7/26/2026



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LINARES, MARISELA

MALI CONTRACTING CORP
4501 N SAINT VINCENT ST
TAMPA FL 33614

LICENSE NUMBER: CBC1262526

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LINARES, MARISELA

MALI CONTRACTING CORP
4501 N SAINT VINCENT ST
TAMPA FL 33614

LICENSE NUMBER: CGC1534877

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/17/2023

Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LINARES, MARISELA

MALI PLUMBING, LLC
4501 N SAINT VINCENT ST
TAMPA FL 33614

LICENSE NUMBER: CFC1432513

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/21/2023

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2023

Item 5A.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James Insurance Solutions 2100 5th Ave N St. Petersburg FL 33713		CONTACT NAME: Izabelle James PHONE (A/C No, Ext): 727-384-0096 FAX (A/C, No): 727-347-2282 E-MAIL ADDRESS: IZABELLE@JAMESINSURANCESOLUTIONS.COM																			
INSURED MALI CONTRACTING CORP 4501 N St Vincent St Tampa FL 33614-6669		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr><td>INSURER A :</td><td>Berkshire Hathaway Direct Insurance Company</td><td>10391</td></tr> <tr><td>INSURER B :</td><td>Progressive</td><td>24260</td></tr> <tr><td>INSURER C :</td><td>National Liability & Fire Insurance Company</td><td>20052</td></tr> <tr><td>INSURER D :</td><td>Scottsdale Insurance Company</td><td>41297</td></tr> <tr><td>INSURER E :</td><td></td><td></td></tr> <tr><td>INSURER F :</td><td></td><td></td></tr> </table>		INSURER A :	Berkshire Hathaway Direct Insurance Company	10391	INSURER B :	Progressive	24260	INSURER C :	National Liability & Fire Insurance Company	20052	INSURER D :	Scottsdale Insurance Company	41297	INSURER E :			INSURER F :		
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INSURER C :	National Liability & Fire Insurance Company	20052																			
INSURER D :	Scottsdale Insurance Company	41297																			
INSURER E :																					
INSURER F :																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	N98P694848	4/13/2023	4/13/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	974105066	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N9WC697555	4/13/2023	4/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Builders Risk	Y	CPS7883756	10/18/2023	10/18/2024	\$144,835

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Pasco County Board of County Commissioners 7536 State St New Port Richey FL 34654-5528	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Izabelle James</i>
---	--

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2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P22000060683

Entity Name: MALI CONTRACTING CORP

Current Principal Place of Business:

4501 N SAINT VINCENT ST
TAMPA, FL 33614

Current Mailing Address:

4501 N SAINT VINCENT ST
TAMPA, FL 33614 UN

FEI Number: 88-3525704

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LINARES, MARISELA
4501 N SAINT VINCENT ST
TAMPA, FL 33614 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name LINARES, MARISELA
Address 4501 N SAINT VINCENT ST
City-State-Zip: TAMPA FL 33614

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARISELA LINARES

PRESIDENT

01/24/2023

Electronic Signature of Signing Officer/Director Detail

Date

**Electronic Articles of Incorporation
For**

P22000060683
FILED
August 01, 2022
Sec. Of State
Klovelace

MALI CONTRACTING CORP

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
MALI CONTRACTING CORP

Article II

The principal place of business address:
4501 N SAINT VINCENT ST
TAMPA, FL. UN 33614

The mailing address of the corporation is:
4501 N SAINT VINCENT ST
TAMPA, FL. UN 33614

Article III

The purpose for which this corporation is organized is:
CONSTRUCTION INDUSTRY

Article IV

The number of shares the corporation is authorized to issue is:
1

Article V

The name and Florida street address of the registered agent is:
MARISELA LINARES
4501 N SAINT VINCENT ST
TAMPA, FL. 33614

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: MARISELA LINARES

P22000060683
FILED
August 01, 2022
Sec. Of State
Klovelace

Article VI

The name and address of the incorporator is:

MARISELA LINARES
4501 N SAINT VINCENT ST

TAMPA, FL 33614

Electronic Signature of Incorporator: MARISELA LINARES

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
MARISELA LINARES
4501 N SAINT VINCENT ST
TAMPA, FL. 33614 US

Article VIII

The effective date for this corporation shall be:

07/31/2022



RFQ No. 23-12



PLANNING SERVICES TO *Create & Implement* A NEW CITY MASTER PLAN

Prepared for
City of Madeira Beach

Prepared by
Kimley»Horn
Expect More. Experience Better.

Meet the Team – Project Management

Item 6A.



Hanna Shaffer, AICP, CNU-A
Project Manager



Nicole Galasso, AICP
Deputy Project Manager



Jared Schneider, AICP, CNU-A
Senior Advisor & QA/QC



Meet the Team – Subject Area Experts

Item 6A.



Jessica Rossi, AICP
Economic Development



Chad Davis, AICP
Community Engagement



Bill Waddill, AICP, PLA
Visioning & Urban Design



Philip DiMaria, AICP, CNU-A
Land Use



Chris Niforatos, P.E., FDEP
Resiliency



Brett Kamm
Mapping



Joe Crozier, AICP
Grants & Funding Mechanisms



Our Local Experience

- Special Area, Neighborhood, District, and Master Plans
- Community Redevelopment Plans
- Comprehensive Plans
- Land Development Code Review and Updates
- Park and Open Space Master Plans
- Multimodal, Safety, and Complete Streets Plans
- Historic Preservation
- Resiliency Plans and Vulnerability Assessments
- Grant Writing and Administration

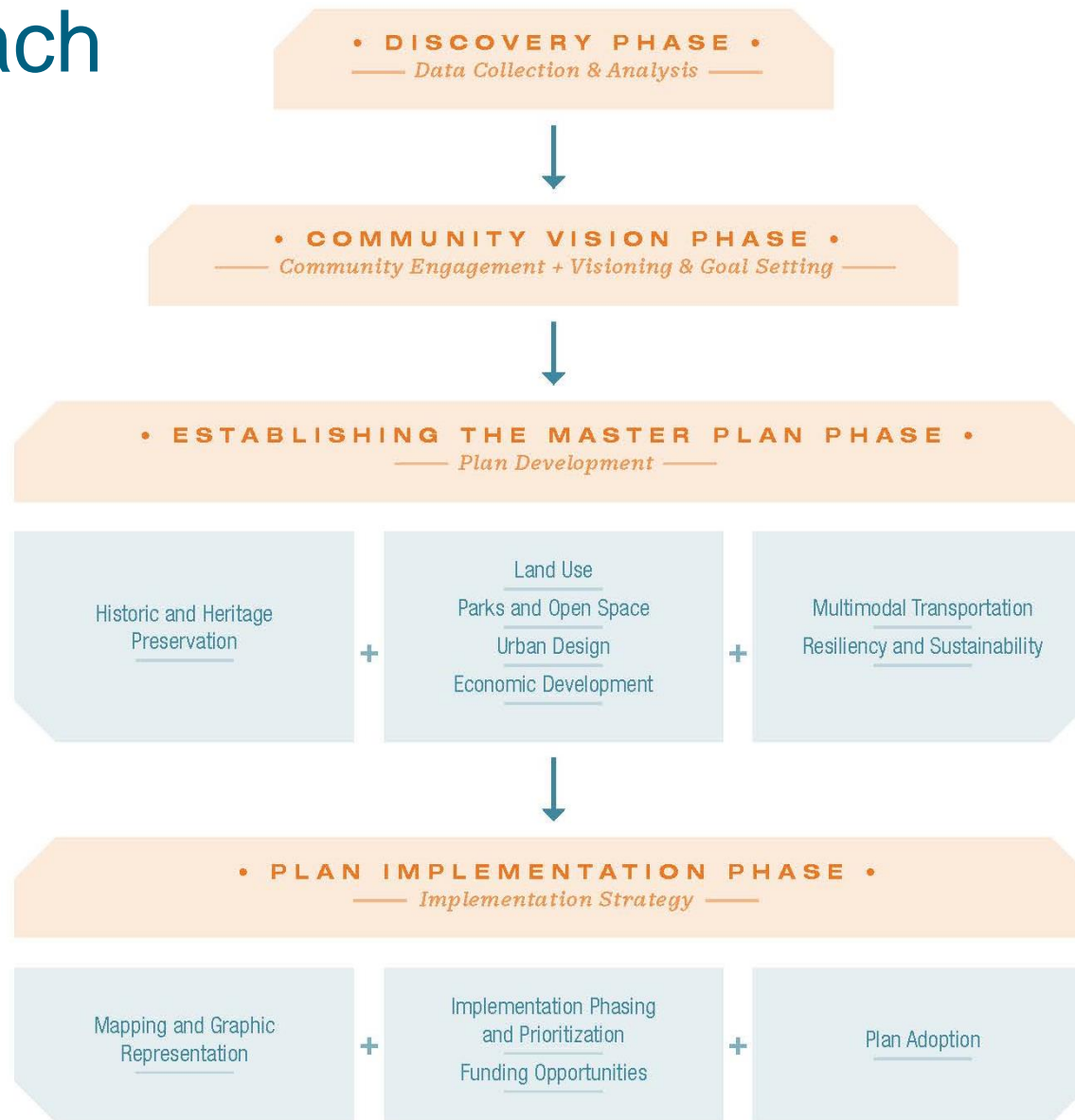
- City of St. Petersburg
- City of Dunedin
- Forward Pinellas
- City of St. Pete Beach
- Lealman CDP
- City of Clearwater
- City of Safety Harbor
- Palm Harbor CDP
- City of Tarpon Springs
- City of Largo
- City of Oldsmar
- City of Treasure Island
- City of Seminole
- City of Belleair Beach



Project Schedule Overview



Project Approach



Project Fee Overview

Task	Approx. Hours	Estimated Cost
Task 1: Project Management	75	\$13,500
Task 2: Data Collection & Existing Analysis	45	\$7,500
Task 3: Community Engagement	175	\$29,500
Task 4: Visioning and Goal Setting	45	\$7,500
Task 5: Plan Development	295	\$49,000
Task 6: Implementation Strategy	145	\$22,500
Task 7: Final Plan and Adoption	120	\$20,500
Total Project Cost		\$150,000





Next Steps

- Finalize Scope of Work
- Sign Contract
- Project Kick-Off Meeting



5.2.1.2.5 Density/intensity averaging as otherwise governed by these Countywide Rules shall be allowed to include any development rights available to, but previously unused by, existing developed property that is being added to or redeveloped using the density/intensity averaging provisions of these Rules.

5.2.1.3 **Alternative Temporary Lodging Use Standards.**

5.2.1.3.1 **Alternative Density/Intensity.** Local governments may utilize the provisions of this section in lieu of the standard temporary lodging densities or intensities specified within each Countywide Plan Map category that provides for such use, subject to the following:

- A. A local government may utilize all, or any part of, the higher temporary lodging densities and associated intensities included in the accompanying Table 6, provided that both a density and intensity standard are applied to the temporary lodging use.
- B. Amendment of the local government comprehensive plan and land development regulations to provide for all, or any portion of, the alternative densities and intensities in Table 6, based on a Development Agreement prepared and approved pursuant to Chapter 163, Sections.3220-.3243, F.S., as amended.
- C. A Development Agreement proposing to utilize the higher densities and intensities identified in Table 6 and authorized by this Section shall address, at a minimum, the following:
 1. The ability of the local government, or the applicable service provider, to meet the concurrency management standards for sanitary sewer, solid waste, drainage, and potable water, as required pursuant to Section 163.3180, F.S., and the applicable local government or service provider plan and regulations.
 2. Provision for all temporary lodging uses to comply with all county and local hurricane evacuation plans and procedures to ensure orderly evacuation of guests and visitors pursuant to the Pinellas County Code, Chapter 34, Article III. In particular, all temporary lodging uses which are located in Hurricane Evacuation Level A, as identified by the Pinellas County Comprehensive Emergency Management Plan, shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center. Further, a plan implementing the closure and evacuation procedures shall be prepared and submitted to the county or municipal emergency management coordinator, whichever is applicable, within 90 days of the issuance of a certificate of occupancy. This plan will be updated and sent for review when there is a change of ownership or substantive change to the plan or as required by the county or municipal emergency management coordinator, whichever is applicable.

3. Design considerations in Section 5.2.1.3.2, the mobility management provisions in Section 5.2.1.3.3 and the restrictions on temporary lodging use in Section 5.2.1.3.4 set forth following.
- D. A Development Agreement prepared pursuant to this Section shall be approved by the local government governing body, recorded with the Clerk of the Circuit Court pursuant to Section 163.3239, F.S., a copy filed with the Property Appraiser’s Office, and a copy submitted to the PPC and CPA for receipt and filing within fourteen days after recording. The development limitations set forth in the Development Agreement shall be memorialized in a deed restriction, which shall be recorded in the Official Records of Pinellas County prior to the issuance of a building permit for the temporary lodging use.
 - E. The alternative densities and intensities set forth in Table 6 are maximums, except as provided for in F. below. A local government may choose to utilize a density and intensity standard equal to or less than the alternative density and intensity standard, when adopted in their comprehensive plan and land development regulations, based on the maximums set forth in Table 6.
 - F. Intensity standards governing floor area ratio (FAR) and impervious surface ratio (ISR) may be varied by the local government with jurisdiction pursuant to the provisions of Division 7.4 of these Rules. The FARs in Table 6 apply to the temporary lodging use, residential dwelling uses integrated in the same structure with the temporary lodging use, associated parking structures, and uses accessory to temporary lodging uses (e.g., meeting space, restaurants, spas, clubs, etc.).
 - G. For development that includes a combination of temporary lodging and residential dwelling use, each use shall be allowed in proportion to the size of the property and the permitted density and intensity of the respective use.

**Table 6
Alternative Temporary Lodging Density and Intensity Standards**

Plan Category	Temporary Lodging On Property That Is:	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
R, AC, MMC, PRD	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95
	Greater Than Three Acres	125	4.0	0.95
R&S	No Property Size Limitations	60	1.2	0.90
E	Subject To 5-Acre Property Size Limitation Per Section 2.3.3.9	75	1.5	0.85

5.2.1.3.2 Design Considerations. The purpose of the design considerations is to enable the local government to authorize the increased density and intensity provided for in Table 6, subject to a determination that the project is compatible with the size, location, configuration and character of the site, its relationship to the Countywide Plan Map category in which it is located, and to adjoining uses; and that the overall principles of quality urban design as set forth in *Pinellas By Design: An Economic Development and Redevelopment Plan for the Pinellas Community* are furthered.

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

- A. Building scale, including height, width, location, alignment, and spacing.
- B. Building design, including elevations, façade treatment, entrance and porch or balcony projections, window patterns and roof forms.
- C. Site improvements, including building and site coverage, accessory structures, service and amenity features, walkway and parking areas, open space, and view corridors.
- D. Adjoining property use, including density/intensity, and building location, setbacks, and height.

5.2.1.3.3 Mobility Management. The applicant shall ensure that a project authorized to use the increased density and intensity provided for in Table 6 adequately addresses its impacts on the surrounding road network through the implementation of mobility improvements or strategies consistent with the Pinellas County Mobility Plan, as implemented by the countywide Multimodal Impact Fee Ordinance.

5.2.1.3.4 Operating Characteristics and Restrictions. The purpose of this provision is to ensure that a project authorized to use any portion of the increased density and intensity provided for in Table 6 is built, functions, operates, and is occupied exclusively as temporary lodging.

In particular, temporary lodging uses at the densities/intensities in Table 6, or any density higher than the standard density provided for such use in each applicable Countywide Plan Map category, or the local future land use plan designation where it may be more restrictive, shall comply with the following restrictions:

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

- B. Temporary lodging units shall not qualify or be used for homestead or home occupation purposes.
- C. All temporary lodging units must be included in the inventory of units that are available within a temporary lodging use.
- D. No conversion of temporary lodging units to residential dwelling units shall be permitted unless the conversion is in compliance with the Countywide Rules with respect to the permitted residential density and, where applicable, the intensity for associated nonresidential uses.
- E. A temporary lodging use may include accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures and other uses commonly associated with temporary lodging uses. All such uses shall be included in the calculation of allowable floor area ratio.
- F. Any license required of a temporary lodging use by the local government, county, or state agency shall be obtained and kept current.
- G. Temporary lodging uses shall be subject to all applicable tourist development tax collections.
- H. A reservation system shall be required as an integral part of the temporary lodging use, and there shall be a lobby/front desk area that must be operated as a typical lobby/front desk area for temporary lodging would be operated.
- I. Temporary lodging uses must have sufficient signage that complies with local codes and is viewable by the public designating the use as a temporary lodging use.
- J. The books and records pertaining to use of each temporary lodging unit shall be open for inspection by authorized representatives of the applicable local government, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.
- K. The applicable local government may require affidavits of compliance with this Section from each temporary lodging use and/or unit owner.

ORDINANCE NO. 24- _____

AN ORDINANCE AMENDING THE COUNTYWIDE PLAN MAP OF PINELLAS COUNTY, FLORIDA, BY ACTION ON CASE NUMBER CW 23-03 INITIATED BY THE CITY OF MADEIRA BEACH AND TRANSMITTED TO THE BOARD OF COUNTY COMMISSIONERS IN ITS CAPACITY AS THE COUNTYWIDE PLANNING AUTHORITY IN ACCORDANCE WITH THE SPECIAL ACT; PROVIDING FOR AMENDMENT TO THE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a proposed amendment to the Countywide Plan Map, which is an element of the Countywide Plan of Pinellas County, Florida, has been presented at a public hearing to the Board of County Commissioners in its capacity as the Countywide Planning Authority; and

WHEREAS, notices of public hearings have been accomplished as required by Chapter 2012-245, Laws of Florida; and

WHEREAS, procedures of the Special Act and County Charter have been followed concerning Forward Pinellas, in its role as the Pinellas Planning Council, and the Countywide Planning Authority, for the proposed amendment to the Countywide Plan; and

WHEREAS, the City of Madeira Beach initiated a proposed amendment which was considered at a public hearing by Forward Pinellas, in its role as the Pinellas Planning Council, on September 13, 2023 with recommendations made by Forward Pinellas that are documented in the reports filed of record; and

WHEREAS, the Board of County Commissioners in its capacity as the Countywide Planning Authority has conducted a public hearing and taken action as documented herein.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pinellas County, Florida, in its capacity as the Countywide Planning Authority, in regular meeting duly assembled on February 20, 2024 as follows:

Section 1. Amending the Countywide Plan Map

The Countywide Plan Map for Pinellas County adopted in Section 2 of Ordinance 15-30, as amended, is amended to reflect the changes adopted as follows:

#CW 23-03: 27.0-acres m.o.l., An area generally bounded by 133rd Ave. W. to the west, John's Pass to the east, Boca Ciega Bay to the north, and the Gulf of Mexico to the south. From Retail & Services (R&S), Resort (R), Residential Medium (RM), and Recreation/Open Space (R/OS) to Activity Center (AC).

Section 2. Severability. If any Section, Subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by a Court of Competent Jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

Section 3. Filing of Ordinance; Effective Date. A certified copy of this ordinance shall be filed with the Secretary of State with the Ordinance and reports of record to be filed with the Clerk of the Circuit Court. This Ordinance shall take effect upon filing with the Department of State.

APPROVED AS TO FORM

By: Derrill McAteer
Office of the County Attorney

February 20, 2024

Case CW 23-03 Madeira Beach



REQUESTED AMENDMENT

From: Residential Medium, Resort, Retail & Services and Recreation/Open Space
 To: Activity Center (Neighborhood Center)
 Area: 27.04 acres m.o.l.
 Location: John’s Pass Village Area

The proposed amendment is submitted by the City of Madeira Beach to amend parcels from Residential Medium, Resort, Retail & Services and Recreation/Open Space to the Activity Center category, with a Neighborhood Center subcategory designation. The proposed amendment will create the John’s Pass Village Activity Center. The Activity Center category is intended to “recognize those areas of the county within each local government jurisdiction that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate density/intensity and pertinent planning considerations. It is the intent of this category to recognize those important, identifiable centers of business, public and residential activity, as may be appropriate to the particular circumstance, that are the focal point of a community and served by enhanced transit commensurate with the type, scale and intensity of use. Activity Centers are designated at a size and scale that allows for internal circulation by pedestrians, bicyclists and transit users, and typically encompass areas developed in a radial pattern within walking distance (1/4 to 1/2 mile) of a central point or hub served by transit.” The Neighborhood Center subcategory allows for up to 60 units per acre (UPA) for residential density, up to 100 UPA for temporary lodging and a maximum of 2.0 floor area ratio (FAR) for nonresidential or mixed-use buildings.

The definitions for each of the current categories are listed in Table 1 below. Furthermore, the table shows the acreage and percentage of existing categories within the amendment area:

Table 1: Current Countywide Plan Map Categories

Countywide Plan Map Category	Definition	Acreage within Amendment Area	Percentage of Amendment Area
Residential Medium	It is the purpose of this category to depict those areas of the county that are now developed, or appropriate to be developed, in a medium-density residential manner; and to recognize such areas as primarily well-suited for residential uses that are	3.36 acres	12.4%

	consistent with the urban qualities, transportation facilities, including transit, and natural resources of such areas		
Resort	This plan category is intended to depict areas developed, or appropriate to be developed, in high-density residential and resort use; and to recognize such areas as well-suited for the combination of residential and temporary lodging use consistent with their location, surrounding uses, transportation facilities, and natural resources of such areas	11.06 acres	40.9%
Retail & Services	This plan category is intended to depict areas developed with, or appropriate to be developed with, a mix of businesses that provide for the shopping and personal service needs of the community or region, provide for employment opportunities and accommodate target employment uses, and may include residential uses as part of the mix of uses	12.16 acres	44.9%
Recreation/Open Space	This plan category is intended to recognize recreation/open space uses that serve the community or region	0.46 acres	1.7%

HISTORICAL CONTEXT

John's Pass Village is located in the City of Madeira Beach and serves as the center of tourism for the city. Development standards in this area have been inconsistent with the Countywide Rules for several years, and as such, the proposed John's Pass Village Activity Center (JPVAC)

aims to correct these inconsistencies while also providing for an increment of new development potential in the John's Pass Village area.

Inconsistencies arose circa 2008, when as part of the city's comprehensive planning process, an existing Activity Center designation for John's Pass Village was removed only by name, leaving much of the area designated as Commercial General on the city's future land use map with a floor area ratio standard of 1.2 FAR. The Commercial General category corresponds to the Countywide Plan Map category of Retail & Services, which only allows for a maximum FAR of 0.55, rendering the city inconsistent with Countywide Rules standards.

In 2020, the city began a community planning process to determine the best and most responsible approach to reconcile the inconsistencies created in 2008. After careful consideration of the character and scale of the existing development patterns, a decision was made to adopt the Activity Center category (with a proposed Community Center subcategory).

The City of Madeira Beach subsequently transmitted the map amendment request to Activity Center and this case was heard at the September 2023 Forward Pinellas meeting. The Forward Pinellas Board adopted an "Alternative Compromise" recommendation (consistent with Section 6.3.1 of the Countywide Rules) to reduce the subcategory from Community Center to Neighborhood Center. The city staff revised the Special Area Plan to reflect the reduced density and intensity maximums consistent with the Neighborhood Center subcategory and presented the alternative recommendation to the Madeira Beach City Commission in December. The commission voted to approve the Forward Pinellas Board's "Alternative Compromise" recommendation and the matter is properly before the Countywide Planning Authority for action.

AMENDMENT AREA BACKGROUND

The proposed amendment area is approximately 27.04 acres and extends from properties west of Gulf Boulevard to Boca Ciega Bay on the east, and from John's Pass north to 133rd Avenue East. It includes traditional tourist business uses located along the east side of Gulf Boulevard, Village Boulevard, and the boardwalk area, as well as a mix of residential and temporary lodging uses on the west side of Gulf Boulevard, transitional residential and temporary lodging uses on the east and west sides of Gulf Boulevard north of the traditional village business area, and a mix of residential and temporary lodging uses on the east side of Pelican Lane. The proposed amendment will involve designating six different character districts within the Activity Center: Traditional Village, Commercial Core, Boardwalk, Low Intensity Mixed Use, John's Pass Resort and Transitional character districts.

EXISTING DENSITIES AND INTENSITIES

Table 2 below shows a comparison of the existing local future land use categories and their current adopted density/intensity standards (some of which are inconsistent), compared to the corresponding Countywide Plan Map categories and their allowable density/intensity standards. Colors that match in the table below indicate the categories that correspond with one another (for example, Commercial General and Retail & Services both in red indicate that these are corresponding categories).

Table 2: Local Future Land Use Categories vs Countywide Plan Map Categories Densities/Intensities

Countywide Plan Future Land Use			Madeira Beach Comprehensive Plan Future Land Use		
Retail and Services	FAR 0.55	RES UPA: 24 TEMP UPA: 40	Commercial General	FAR 1.2	RES UPA: 15 TEMP UPA: 60
			Residential/Office/Retail	FAR 1.0	RES UPA: 18 TEMP UPA: 45
Resort	FAR 1.2	RES UPA: 30 TEMP UPA: 50	Resort Facilities Medium	FAR 1.0 – 2.0 (Depends on Lot Area)	RES UPA: 18 TEMP UPA: 45-75
Residential Medium	FAR 0.5	RES UPA: 15 TEMP UPA: 0	Residential Medium	Not specified in Comp Plan. In Zoning	RES UPA: 15 TEMP UPA: 0
Recreation/Open Space	FAR 0.25	RES UPA: 0 TEMP UPA: 0	Recreation/Open Space	FAR 0.25	RES UPA: 0 TEMP UPA: 0

Table 2 shows that many of the current local future land use categories and their adopted standards exceed that which is allowable by Countywide Rules standards. Table 3 below provides the existing FAR and density ranges by the proposed character districts within the JPVAC, which further reinforce the inconsistencies with allowable density/intensity standards per the Countywide Rules. These density/intensity ranges are shown for each proposed character district.

Table 3: Existing FAR and Density Ranges in the Proposed Character Districts

Character District	Residential Density Range, Units Per Acre (UPA)	Temporary Lodging Density Range (UPA)	FAR Range
Traditional	10.9	0	0.03-1.7
Commercial Core	14.5	12.4	0.2.-1.1
Boardwalk	0	0	0.4 – 1.3
Low Intensity Mixed Use	9.4-37.7	17.5-34.0	0.2-0.7
John's Pass Resort	4.8-70	36.4	0.1-1.6
Transitional	8.3-45.5	42-58.9	0.2-1.3

The city has identified that the existing local future land use categories and corresponding Countywide Plan Map categories illustrate three fundamental issues that are problematic to the long-term viability and enhancement of John's Pass Village:

1. The density/intensity standards in the respective city and Countywide Plans are not consistent – particularly between the city's Commercial General category and the Countywide Plan's Retail & Services Category.
2. The existing plan categories do not sufficiently reflect the distinct characteristics of the uses within, and their relationship to the overall area.
3. The density/intensity standards do not accurately reflect or provide support for either the existing density/intensity of, or the future potential to revitalize and enhance, John's Pass Village.

PROPOSED ACTIVITY CENTER PLAN

As mentioned, the proposed Activity Center designation will involve the creation of six character districts within the Activity Center, for the purpose of recognizing the district location, use, and density/intensity features of these components of the John's Pass Village area and provide for their future continuation and enhancement. Table 4 below shows the proposed character districts, their allowable uses and permitted density/intensity standards. Table 4 also shows the current corresponding local future land use category and the allowable densities/intensities under those categories, in order to show the changes that will occur as a result of an amendment to the Activity Center category. Under normal circumstances, these would be compared to the corresponding Countywide Plan Map category. However, since the city has adopted inconsistent standards and developed under these misapplied standards, it is necessary to compare it to the local future land use category for an accurate reflection of standards that are changing. These differences in densities/intensities in the table below will contribute to the understanding of impacts in the Coastal High Hazard Area, in which the entirety of the amendment area is located. CHHA impacts are addressed in detail in the attached staff analysis.

Table 4: Proposed Character Districts and Current Corresponding Countywide Plan Map Categories Densities/Intensities

Character District	Allowable Uses	Maximum Allowable Density (UPA)	Maximum Allowable Intensity (FAR)	Current Corresponding Countywide Plan Map Category	Current Countywide Allowable Standards
Traditional Village District <i>Defined by massing, rhythm, minimal setbacks orientation of buildings to the street and active ground-level retail</i>	Residential; Temporary Lodging, and Commercial	Residential 15 UPA; Temporary Lodging 45 UPA	2.0 FAR	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Commercial Core District <i>Defined by orientation of buildings to the street, wide walks, ground-level and upper-level commercial, business access, build-to lines and upper-level tourist facilities</i>	Residential; Temporary Lodging; and Commercial	Residential 15 UPA; Temporary Lodging 60 UPA (75/100 UPA permitted for Temporary Lodging with Development Agreement)	2.0 FAR (2.2/3.0 FAR permitted for Temporary Lodging with Development Agreement)	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Boardwalk District <i>Defined by rustic, unfinished "fishing village" style of commercial buildings</i>	Commercial, Commercial Recreation, and Services	Residential 0 UPA; Temporary Lodging 0 UPA	1.5 FAR	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR

<p><i>accessible from the second floor along the boardwalk</i></p>					
<p>Low Intensity Mixed Use District <i>Defined by mix of residential and temporary lodging uses of various tenure and type</i></p>	<p>Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area</p>	<p>Residential 18 UPA; Temporary Lodging 40 UPA (60 UPA permitted for Temporary Lodging with Development Agreement)</p>	<p>1.5 FAR (2.0 FAR permitted for Temporary Lodging with Development Agreement)</p>	<p>Residential Medium</p>	<p>Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR</p>
<p>Transitional District <i>serves as a buffer from higher intensity/density to lower intensity/density</i></p>	<p>Residential and Temporary Lodging; Commercial is only allowed up to 20 percent of the building floor area ratio for properties on the west side of Gulf Blvd; Commercial is allowed on east side of Gulf Blvd.</p>	<p>Residential 18 UPA; Temporary Lodging 50 UPA (75 UPA permitted for Temporary Lodging with Development Agreement)</p>	<p>1.5 FAR (2.0 FAR permitted with Development Agreement)</p>	<p>Resort Facilities Medium; Commercial General (with Recreation/Open Space)</p>	<p>Resort Facilities Medium: 17 UPA; 45, 60, 75 UPA (depending on land size); 1.0 FAR Commercial General: Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR</p>
<p>John's Pass Resort District <i>Defined by a mix of residential development, tourist accommodations and limited business activities</i></p>	<p>Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area</p>	<p>Residential 18 UPA; 60 (75/100 UPA permitted for Temporary Lodging with Development Agreement)</p>	<p>2.0 FAR (2.2/2.5 FAR permitted with Development Agreement)</p>	<p>Resort Facilities Medium (with Recreation/Open Space)</p>	<p>17 UPA; 45, 60, 75 UPA (depending on land size); 1.0 FAR</p>

TRANSPORTATION CONSIDERATIONS

Transit is a major consideration in the establishment of Activity Centers. Madeira Beach is currently served by the Suncoast Beach Trolley and PSTA bus routes, connecting John's Pass

Village with other island communities in Pinellas County and connecting to the Park Street Terminal in downtown Clearwater and the transfer center at Tyrone Square Mall. The trolley route also connects John's Pass Village with other Activity Centers: the Madeira Beach Town Center, the Treasure Island Downtown Special Area Plan, the St. Pete Beach Community Redevelopment Plan, and the Clearwater Downtown Redevelopment Plan. Furthermore, the Suncoast Beach Trolley operates with 30-minute headways, seven days a week.

Route 68 is also a supporting local route, operating with hourly frequency, that serves a transit hub at Tyrone Square Mall, Madeira Beach Town Center, and John's Pass Village. Within the proposed JPVAC, there are five existing bus stops, one of which is served exclusively by Route 68, one served exclusively by the Suncoast Beach Trolley, and the remaining three served by both routes.

SUMMARY

The proposed Activity Center, character districts, associated uses and maximum allowable densities and intensities would address and reconcile existing inconsistencies within the John's Pass Village amendment area. Activity Centers are intended to be areas that are the focal point of a community, are walkable, and served by enhanced transit commensurate with the type, scale and intensity of use. Within the JPVAC, Gulf Boulevard has more dense development concentrations than the lower-density residential areas around the city. Furthermore, while Gulf Boulevard is designated as a future secondary transit corridor on the Forward Pinellas Land Use Strategy Map, the proposed amendment area is along one transit corridor and other Activity Centers with the Neighborhood Center subcategory have been approved in the past. Further, the amendment area meets the minimum acreage standard of 20 acres.

FINDINGS

Staff submits the following findings in support of the recommendation to Activity Center with the Neighborhood Center subcategory:

- A. The amendment area meets the 20-acre minimum for a Neighborhood Center subcategory.
- B. The amendment area is along Gulf Boulevard which is one of the future transit corridors identified on the Land Use Strategy Map.
- C. The proposed amendment does involve impacts to the Coastal High Hazard Area. These impacts are further discussed in detail in the attached staff analysis.
- D. The sidewalk network in the amendment area is disconnected and will hinder the area's ability to serve as a safe, walkable destination for residents and visitors.

Please see accompanying attachments and documents in explanation and support of these findings.

LIST OF MAPS & ATTACHMENTS:

Map 1	Location Map
Map 2	Jurisdictional Map
Map 3	Aerial Map
Map 4	Current Countywide Plan Map
Map 5	Proposed Countywide Plan Map

- Map 6 CHHA Map
- Map 7 Character Districts Map
- Map 8 Existing FAR Map
- Map 9 Proposed MAX FAR Map
- Map 10 Existing Density Map
- Map 11 Proposed Max Density Map

Forward Pinellas Staff Analysis
Exhibit A JPVAC Special Area Plan
Memo from Pinellas County Emergency Management
Forward Pinellas Staff Presentation

MEETING DATES:

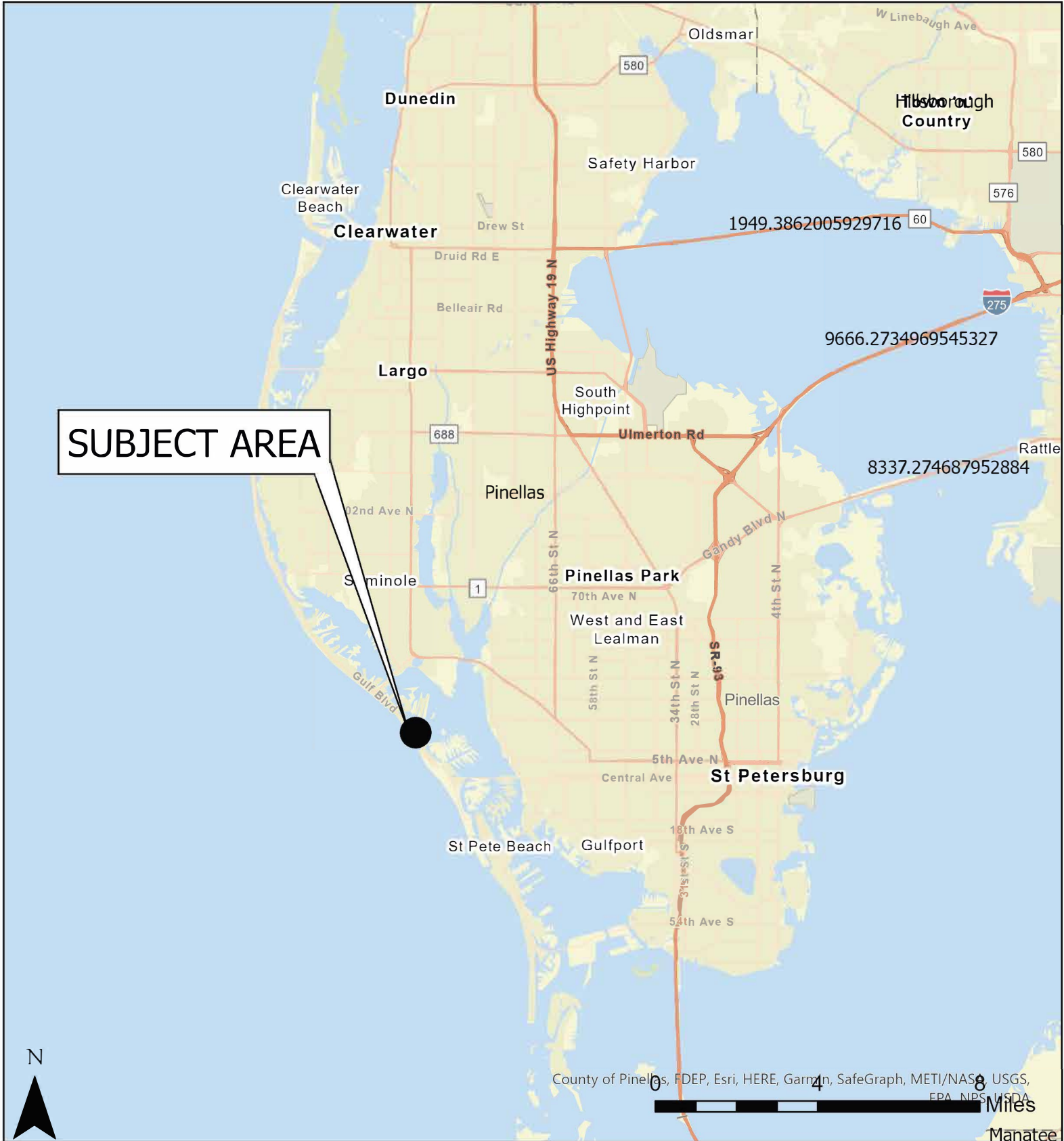
Planners Advisory Committee, September 5, 2023 at 1:30 p.m.
Forward Pinellas, September 13, 2023 1:00 p.m.
Countywide Planning Authority, February 20, 2024 at 9:30 a.m.

ADVISORY COMMITTEE RECOMMENDATION: At its September 5, 2023 meeting, the Planners Advisory Committee voted 12-0 to recommend approval of the alternative compromise as proposed by Forward Pinellas staff.

FORWARD PINELLAS BOARD RECOMMENDATION: The board met on September 13, 2023 and voted 11-0 to recommend an alternative compromise to approve an amendment to Activity Center with a subcategory of Neighborhood Center with lower densities and intensities than the originally proposed subcategory of Community Center.

Case CW23-03

Map 1: Location Map

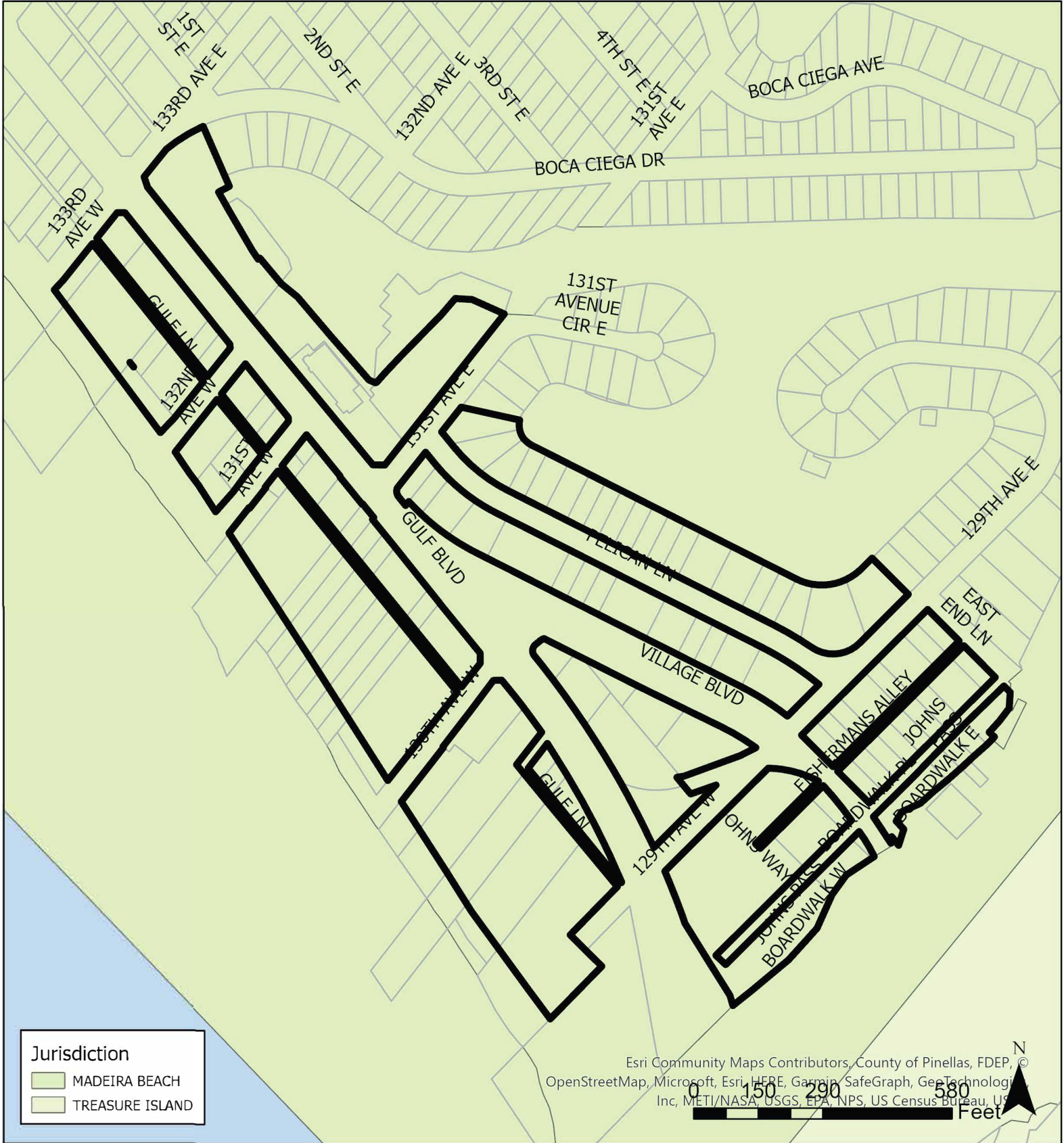


JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

**FROM: Residential Medium, Resort,
Retail & Services, Recreation/Open Space**
TO: Activity Center

Case CW23-03

Map 2: Jurisdictional Map



JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space
TO: Activity Center

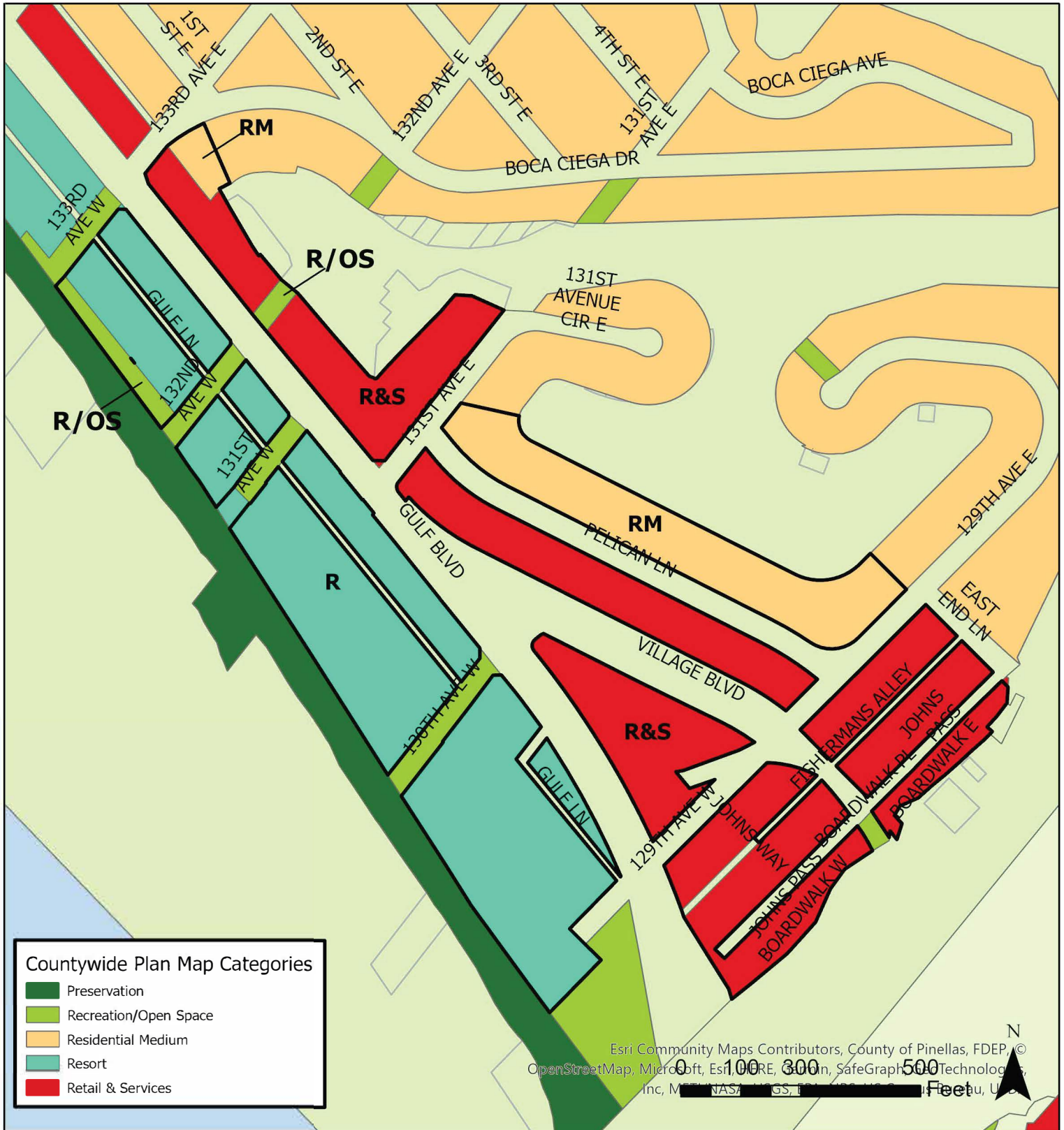
Case CW23-03

Map 3: Aerial Map



JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space
TO: Activity Center



JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space
TO: Activity Center



JURISDICTION: Madeira Beach

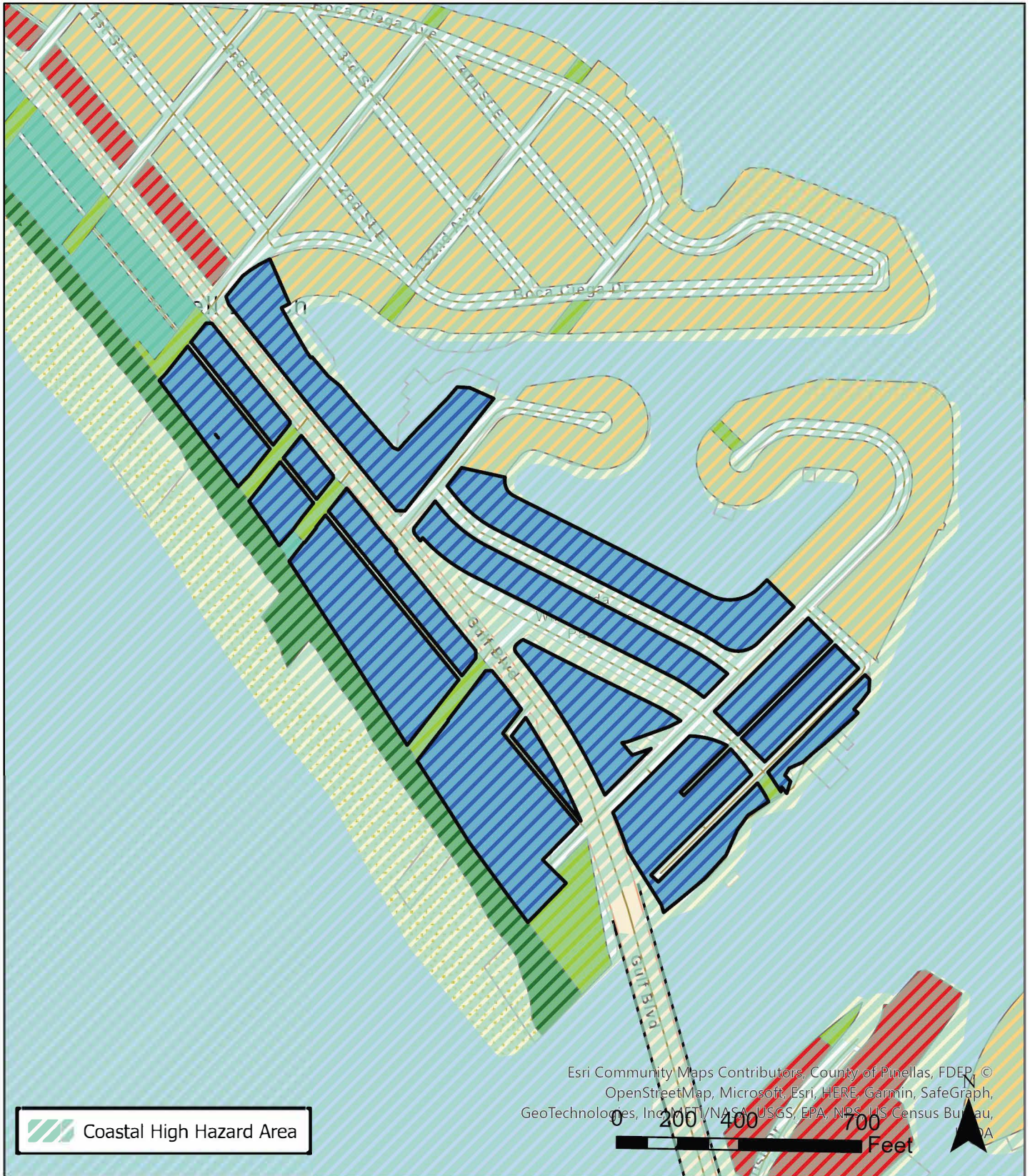
AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space

TO: Activity Center

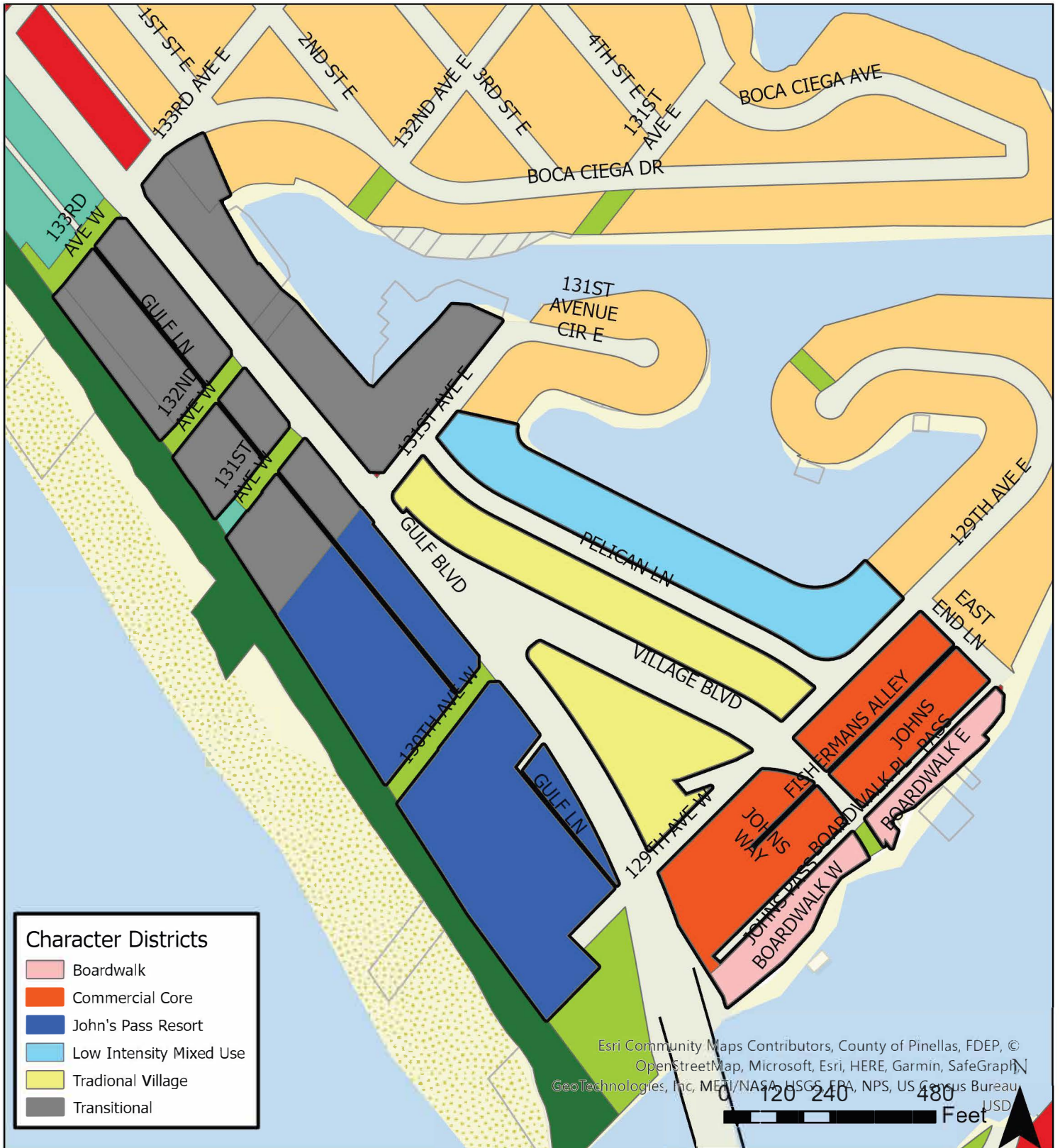
Case CW23-03

Map 6: Coastal High Hazard Area



JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space
TO: Activity Center



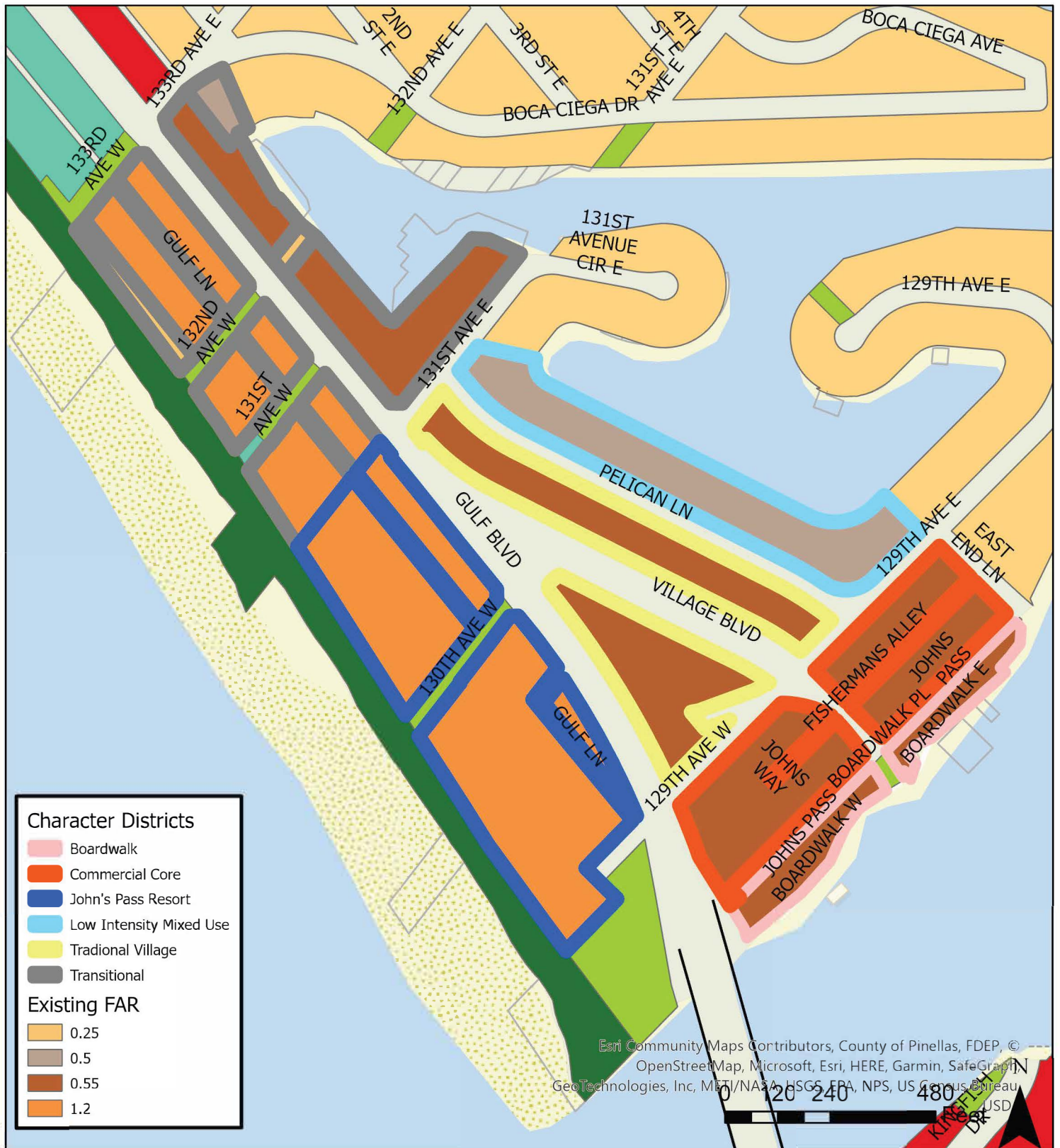
JURISDICTION: Madeira Beach

AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space

TO: Activity Center

Map 8: Existing FAR Per Character District



JURISDICTION: Madeira Beach

AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space

TO: Activity Center

Map 9: Proposed Maximum FAR Per Character District (Alt. Compromise)



JURISDICTION: Madeira Beach

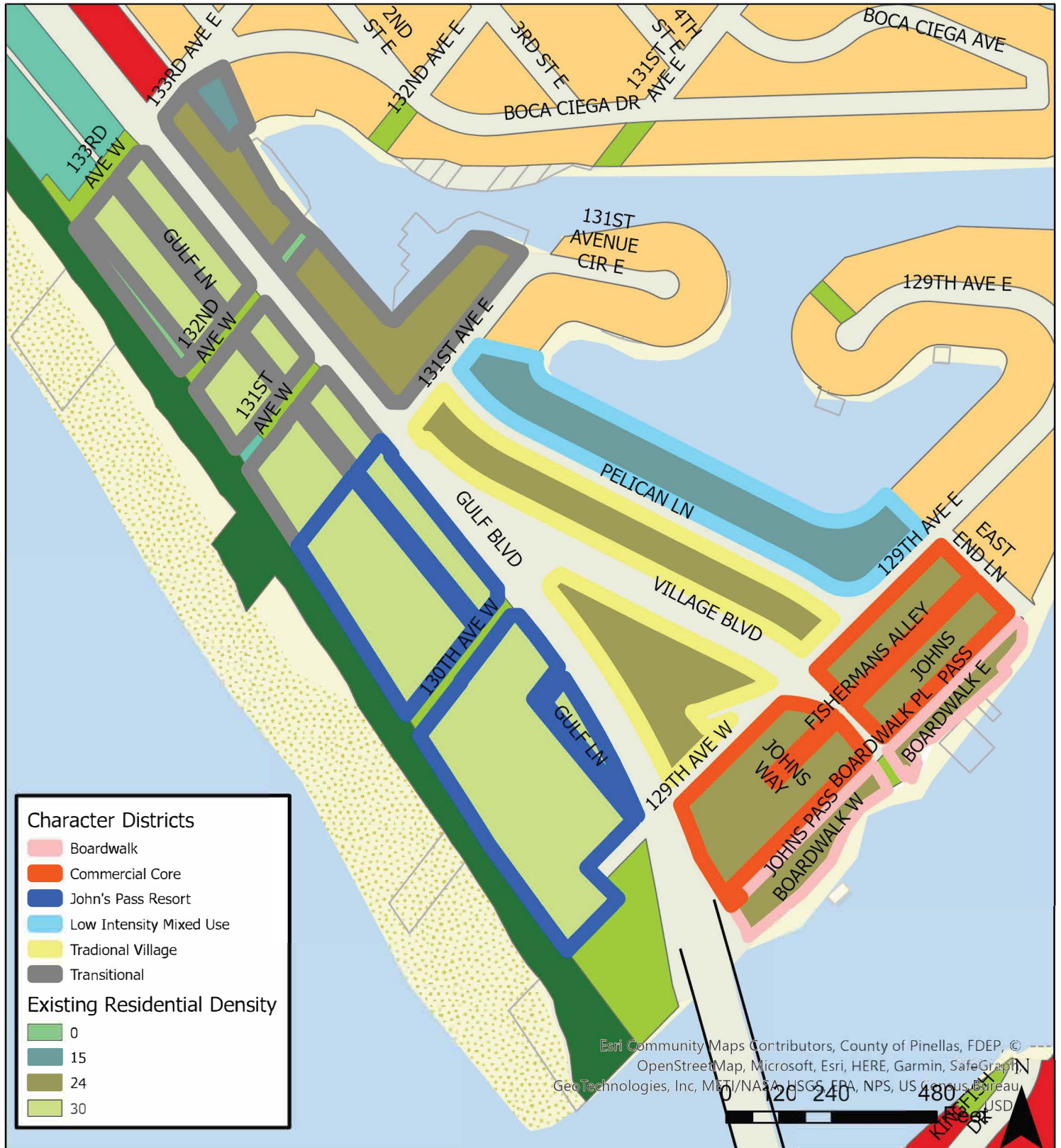
AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space

TO: Activity Center

Case CW23-03

Map 10: Existing Residential Density Per Character District



JURISDICTION: Madeira Beach

AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space

TO: Activity Center



FORWARD PINELLAS STAFF ANALYSIS

APPLICATION NO.: Case CW 23-03

STAFF: Rodney Chatman, Planning Division Manager

APPLICANT: City of Madeira Beach

PROPERTY SIZE: 27.04 acres m.o.l.

CURRENT COUNTYWIDE PLAN MAP CATEGORY: Residential Medium, Resort, Retail & Services and Recreation/Open Space

PROPOSED COUNTYWIDE PLAN MAP CATEGORY: Activity Center (Neighborhood Center Subcategory)

CURRENT LOCAL FUTURE LAND USE PLAN MAP CATEGORY: City of Madeira Beach – Residential Medium, Resort Facilities Medium, Residential/Office/Retail, Commercial General, Recreation/Open Space

PROPOSED LOCAL FUTURE LAND USE PLAN MAP CATEGORY: City of Madeira Beach – Traditional, Commercial Core, Boardwalk, Low Intensity, Mixed Use, John’s Pass Resort, Transitional

LOCATION / PARCEL ID: John’s Pass Village - Extends from properties west of Gulf Boulevard to Boca Ciega Bay on the east, and from John’s Pass north to 133rd Avenue East

BACKGROUND SUMMARY:

The proposed amendment is submitted by the City of Madeira Beach to amend parcels from Residential Medium, Resort, Retail & Services and Recreation/Open Space to the Activity Center category, with a Community Center subcategory designation. The proposed amendment will create the John’s Pass Village Activity Center. The Activity Center designation is proposed as part of the John’s Pass Village Activity Center Plan (JPVAC). John’s Pass Village is located in the City of Madeira Beach and serves as the

center of tourism for the city. This area has been recognized as inconsistent with the Countywide Rules, and as such, the JPVAC aims to reconcile the inconsistencies, account for the existing development in the John's Pass Village area and provide for an increment of new development potential.

Inconsistencies arose circa 2008, when as part of the city's comprehensive planning process, an existing Activity Center designation for John's Pass Village was removed only by name, leaving much of the area designated as Commercial General on the city's future land use map with a floor area ratio standard of 1.2 FAR. The Commercial General category corresponds to the Countywide Plan Map category of Retail & Services, which only allows for a maximum FAR of 0.55, rendering the city inconsistent with Countywide Rules standards.

John's Pass Village has been a longstanding area of mixed-use, commercial development, but has misapplied its density and FAR standards in its ongoing redevelopment. As such, the city began a community planning process and review of the current Countywide Plan categories to determine the best and most responsible designation to reconcile the inconsistencies created in 2008 and finds the Activity Center category to be best suited for its needs.

The proposed amendment will involve designating six different character districts within the Activity Center: Traditional Village, Commercial Core, Boardwalk, Low Intensity Mixed Use, John's Pass Resort and Transitional character districts. If the request is approved, the city will begin the process of amending its Land Development Code to establish zoning and development standards for the associated character districts.

STAFF RECOMMENDATION:

In consideration of, and based upon a balanced determination of the Relevant Countywide Considerations, it is recommended that the board approve an amendment to the Neighborhood Center subcategory for the proposed amendment area.

PLANNERS ADVISORY COMMITTEE RECOMMENDATION:

At its September 5, 2023 meeting, the Planners Advisory Committee voted 12-0 to recommend approval of the alternative compromise as proposed by Forward Pinellas staff.

LOCAL GOVERNMENT COUNCIL/COMMISSION ACTION:

The city presented this case at its January 11, 2023, Board of Commissioners Regular Meeting. The Board approved the first reading of Ordinance 2023-01 by a 3-2 vote. There were no public comments at the above noted meeting.

The Madeira Beach Board of Commissioners approved the Forward Pinellas Board's Alternative Compromise recommendation at the December 13, 2023 meeting.

CURRENT PROPERTY INFORMATION:

Property Use(s):	A mix of residential, temporary lodging, and commercial uses
Site Features:	Densities and intensities in the area vary considerably and, in some cases, exceed current standards.

PLANNING CONSIDERATIONS:

Within the JPVAC, Gulf Boulevard has more dense concentrations of development compared to the lower density residential areas around the city. Furthermore, Gulf Boulevard is designated as a future secondary transit corridor on the Forward Pinellas Land Use Strategy Map and other Activity Centers are located along the corridor, such as in Treasure Island. The area proposed as an Activity Center is a coastal tourist hub with a clustering of cultural, employment and retail uses, making the area suitable for a lower-intensity Activity Center designation.

The city has identified that the existing local future land use categories and corresponding Countywide Plan Map categories illustrate three fundamental issues that are problematic to the long-term viability and enhancement of John's Pass Village:

1. The density/intensity standards in the respective City and Countywide Plans are not consistent – particularly between the City's Commercial General category and the Countywide Plan's Retail & Services Category
2. The existing plan categories do not sufficiently reflect the distinct characteristics of the uses within, and their relationship to the overall area.
3. The density/intensity standards do not accurately reflect or provide support for either the existing density/intensity of, or the future potential to revitalize and enhance, John's Pass Village.

RELEVANT COUNTYWIDE CONSIDERATIONS:

The proposed amendment area is approximately 27 acres and extends from properties west of Gulf Boulevard to Boca Ciega Bay on the east, and from John's Pass north to 133rd Avenue East. It includes traditional tourist business uses located along the east side of Gulf Boulevard, Village Boulevard, and the Boardwalk area, as well as a mix of residential and temporary lodging uses on the west side of Gulf Boulevard, transitional residential and temporary lodging uses on the east and west sides of Gulf Boulevard north of the traditional village business area, and a mix of residential and temporary lodging uses on the east side of Pelican Lane.

The Countywide Rules state that the Activity Center category is intended to "recognize those areas of the county within each local government jurisdiction that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate density/intensity and pertinent planning considerations. In particular, it is the intent of this category to recognize those important, identifiable centers of business, public and residential activity, as may be appropriate to the particular circumstance, that are the focal point of a community and served by enhanced transit commensurate with the type, scale and intensity of use. Activity

Centers are designated at a size and scale that allows for internal circulation by pedestrians, bicyclists and transit users, and typically encompass areas developed in a radial pattern within walking distance (1/4 to 1/2 mile) of a central point or hub served by transit.”

EXISTING DENSITIES AND INTENSITIES

Table 2 below shows a comparison of the existing local future land use categories and their currently adopted density/intensity standards (some of which are inconsistent), compared to the corresponding Countywide Plan Map categories and their allowable density/intensity standards. Colors which match in the table below indicate the categories which correspond with one another (for example, Commercial General and Retail & Services both in red indicate that these are corresponding categories).

Table 2: Local Future Land Use Categories vs Countywide Plan Map Categories Densities/Intensities

Countywide Plan Future Land Use			Madeira Beach Comprehensive Plan Future Land Use		
Retail and Services	FAR 0.55	RES UPA: 24 TEMP UPA: 40	Commercial General	FAR 1.2	RES UPA: 15 TEMP UPA: 60
			Residential/Office/Retail	FAR 1.0	RES UPA: 18 TEMP UPA: 45
Resort	FAR 1.2	RES UPA: 30 TEMP UPA: 50	Resort Facilities Medium	FAR 1.0 – 2.0 (Depends on Lot Area)	RES UPA: 18 TEMP UPA: 45-75
Residential Medium	FAR 0.5	RES UPA: 15 TEMP UPA: 0	Residential Medium	Not specified in Comp Plan. In Zoning	RES UPA: 15 TEMP UPA: 0
Recreation/Open Space	FAR 0.25	RES UPA: 0 TEMP UPA: 0	Recreation/Open Space	FAR 0.25	RES UPA: 0 TEMP UPA: 0

Table 2 shows that many of the current local future land use categories and their adopted standards exceed that which is allowable by Countywide Rules standards. Table 3 below provides the existing FAR and density range by the proposed character districts within the JPVAC, which further reinforce the inconsistencies with allowable density/intensity standards per the Countywide Rules. These density/intensity ranges are shown for each proposed character district.

Table 3: Existing FAR and Density Range in Proposed Character Districts

Character District	Residential Density Range, Units Per Acre (UPA)	Temporary Lodging Density Range (UPA)	FAR Range
Traditional	10.9	0	0.03-1.7
Commercial Core	14.5	12.4	0.2.-1.1
Boardwalk	0	0	0.4 – 1.3
Low Intensity Mixed Use	9.4-37.7	17.5-34.0	0.2-0.7
John’s Pass Resort	4.8-70	36.4	0.1-1.6
Transitional	8.3-45.5	42-58.9	0.2-1.3

PROPOSED ACTIVITY CENTER PLAN

As mentioned, the proposed Activity Center designation will involve further differentiation of six character districts within the Activity Center, for the purpose of recognizing the district location, use, and density/intensity features of these components of John’s Pass Village and provide for their future continuation and enhancement. Table 4 below shows the proposed character districts, their allowable uses and permitted density/intensity standards. Table 4 also shows the current corresponding local future land use category and the allowable densities/intensities under those categories, in order to show the changes that will be occurring as a result of an amendment to the Activity Center category. Under normal circumstances, these would be compared to the corresponding Countywide Plan Map category. However, because the city has adopted inconsistent standards and permitted development under these standards, it is necessary to compare it to the local future land use category for an accurate reflection of standards which are changing. These differences in densities/intensities in the table below will contribute to the understanding of impacts in the Coastal High Hazard Area, which are discussed below. The proposed standards below would render the JPVAC consistent with the Countywide Rules density/intensity standards for the Neighborhood Center subcategory of Activity Centers.

Table 4: Proposed Character Districts and Current Corresponding Countywide Plan Map Categories Densities/Intensities

Character District	Allowable Uses	Maximum Allowable Density (UPA)	Maximum Allowable Intensity (FAR)	Current Corresponding Countywide Plan Map Category	Current Countywide Allowable Standards
Traditional Village District <i>Defined by massing, rhythm, minimal setbacks orientation of buildings to the street and active ground-level retail</i>	Residential; Temporary Lodging, and Commercial	Residential 15 UPA; Temporary Lodging 45 UPA	2.0 FAR	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Commercial Core District <i>Defined by orientation of buildings to the</i>	Residential; Temporary Lodging; and Commercial	Residential 15 UPA; Temporary Lodging 60 UPA	2.0 FAR (2.2/3.0 FAR permitted for Temporary Lodging with	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA;

<i>street, wide walks, ground-level and upper-level commercial, business access, build-to lines and upper-level tourist facilities</i>		(75/100 UPA permitted for Temporary Lodging with Development Agreement)	Development Agreement)		1.2 FAR
Boardwalk District <i>Defined by rustic, unfinished “fishing village” style of commercial buildings accessible from the second floor along the boardwalk</i>	Commercial, Commercial Recreation, and Services	Residential 0 UPA; Temporary Lodging 0 UPA	1.5 FAR	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Low Intensity Mixed Use District <i>Defined by mix of residential and temporary lodging uses of various tenure and type</i>	Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area	Residential 18 UPA; Temporary Lodging 40 UPA (60 UPA permitted for Temporary Lodging with Development Agreement)	1.5 FAR (2.0 FAR permitted for Temporary Lodging with Development Agreement)	Residential Medium	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
John’s Pass Resort District <i>Defined by a mix of residential development, tourist accommodations and limited business activities</i>	Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area	Residential 24 UPA; Temporary Lodging 75 UPA	2.0 FAR (2.5 FAR permitted with Development Agreement)	Resort Facilities Medium (with Recreation/Open Space)	17 UPA; 45, 60, 75 UPA (depending on land size); 1.0 FAR

<p>Transitional <i>District serves as a buffer from higher intensity/density to lower intensity/density</i></p>	<p>Residential and Temporary Lodging; Commercial is only allowed up to 20 percent of the building floor area ratio for properties on the west side of Gulf Blvd; Commercial is allowed on east side of Gulf Blvd.</p>	<p>Residential 18 UPA; Temporary Lodging 50 UPA (75 UPA permitted for Temporary Lodging with Development Agreement</p>	<p>1.5 FAR (2.0 FAR permitted with Development Agreement)</p>	<p>Resort Facilities Medium; Commercial General (with Recreation/Open Space)</p>	<p>Resort Facilities Medium: 17 UPA; 45, 60, 75 UPA (depending on land size); 1.0 FAR Commercial General: Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR</p>
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TRANSPORTATION CONSIDERATIONS

Transit is a major consideration in the establishment of Activity Centers. Madeira Beach is currently served by Suncoast Beach Trolley and PSTA bus routes, connecting John’s Pass Village with other island communities in Pinellas County and connecting to the Park Street Terminal in downtown Clearwater and a transfer center at Tyrone Square Mall. The trolley route also joins John’s Pass Village with other existing Activity Centers: the Madeira Beach Town Center, the Treasure Island Downtown Special Area Plan, the St. Pete Beach Community Redevelopment Plan, and the Clearwater Downtown Redevelopment Plan. Furthermore, the Suncoast Beach Trolley operates with 30-minute headways, seven days a week.

Route 68 is also a supporting local route, operating on an hourly frequency, that serves a transit hub at Tyrone Square Mall, Madeira Beach Town Center, and John’s Pass Village. Within the proposed JPVAC, there are five existing bus stops, one of which is served exclusively by Route 68, one served exclusively by the Suncoast Beach Trolley, and the remaining three served by both routes.

Section 6.5.3. of the Countywide Rules provides the review criteria for amendments to the Countywide Plan Map. An analysis of these criteria are provided below:

1. The manner in, and extent to, which the amendment is consistent with the Countywide Rules and with the Countywide Plan Strategies as implemented through the Countywide Rules.

Staff Analysis: The proposed amendment is submitted by the City of Madeira Beach, amending approximately 27 acres of properties from Residential Medium, Resort, Retail & Services and Recreation/Open Space to Activity Center, with a Neighborhood Center subcategory designation. The proposed amendment is part of the John's Pass Activity Center Plan (JPVAC), which will be adopted by the city if this amendment is approved. The Neighborhood Center subcategory to be implemented within the JPVAC, allows for up to 60 units per acre (UPA) for residential density, up to 100 UPA for temporary lodging density and a maximum of 2.0 floor area ratio (FAR) for nonresidential or mixed-use intensity.

The proposed Activity Center, character districts, associated uses and maximum allowable densities and intensities would address and reconcile existing inconsistencies within John's Pass Village, while recognizing existing development within the amendment area. Activity Centers are intended to be areas that are the focal point of a community and served by enhanced transit commensurate with the type, scale and intensity of use. Within the JPVAC, Gulf Blvd. has more dense concentrations of development compared to the lower density residential areas around the city. Furthermore, Gulf Blvd is designated as a future secondary transit corridor on the Forward Pinellas Land Use Strategy Map and other Activity Centers are located along the corridor, such as in St. Pete Beach.

2. An amendment adopting or amending the AC, MMC or PRD category and affecting 10 acres or more shall include the following transportation impact analysis: A) Calculate the average daily trips for the current land use category(ies) of the proposed AC, MMC or PRD category based on the acreage and traffic generation characteristics for each applicable category described in Section 2.3.3.; and B) Calculate the average daily trips for the proposed AC, MMC or PRD category based on the acreage and traffic generation characteristics for each applicable category described in Section 2.3.3, multiplied by 50%. If the proposed average daily trips calculated in (B) is smaller than the current average daily trips calculated in (A), then only the requirements of Section 6.2.3 must be met and no additional transportation assessment is required.

Staff Analysis: The average daily trips for the existing categories of Recreation/Open Space, Residential Medium, Resort, and Retail & Services is 8,674. Applying the above-referenced review standards, the average daily trips that this area would generate if the proposed Activity Center is approved is 4395.

3. If located within a Scenic/Noncommercial Corridor, the manner in, and extent to, which the amendment conforms to the criteria and standards contained in Section 6.5.4.1 of these Countywide Rules.

Staff Analysis: The amendment area is not located on an SNCC; therefore, those policies are not applicable.

4. If located within a Coastal High Hazard Area, the manner in, and extent to, which the amendment conforms to the terms set forth in Section 4.2.7.

Staff Analysis: The entirety of the amendment area is located in the CHHA. As such, the proposed amendment is required to be evaluated against the balancing criteria provided in the Section 4.2.7 of the Countywide Rules.

A. ACCESS TO EMERGENCY SHELTER SPACE AND EVACUATION ROUTES

Because the proposed amendment will not result in an increase in permanent residential populations, adverse impacts to emergency shelter space capacity are not anticipated.

Gulf Boulevard is a designated evacuation route. Additionally, Madeira Beach is connected to the mainland through the Tom Stuart Causeway and Treasure Island Causeway. John's Pass Village is located within eight miles of four different shelters, and nine miles from seven different shelters. Forward Pinellas did reach out to Emergency Management for a review of the proposal. They noted the following:

A Level A evacuation status mandates the evacuation of residents, hotel staff and guests, commercial establishments and employees at all subsequent levels of mandatory evacuation orders (A-E).

The Activity Center area directly intersects with the Gulf Boulevard emergency evacuation route. Consequently, concerns regarding access during ordered evacuations are not anticipated. Per Pinellas County Emergency Management, it is recommended that the city adopt stronger mitigation and construction practices that exceed the mandates outlined in prevailing building codes. This proactive approach will help minimize the adverse consequences of wind and storm surge events and their associated hazards.

B. UTILIZATION OF EXISTING AND PLANNED INFRASTRUCTURE

The JPVAC establishes standards that are reflective of what has been developed within the amendment area. As such, it largely would be served by the existing infrastructure system.

C. UTILIZATION OF EXISTING DISTURBED AREA

Similarly, the JPVAC will be served by the existing disturbed area within John's Pass Village area, and no natural areas that buffer existing development from coastal storms will be altered as a result of the proposed amendment.

D. MAINTENANCE OF SCENIC QUALITIES AND IMPROVEMENT OF PUBLIC ACCESS TO WATER

The overall plan for John's Pass Village will enhance public access and visibility to the amendment area, and will also encourage new opportunities to view and access the surrounding waterfront through redevelopment activities. Furthermore, existing scenic qualities will be maintained as the JPVAC is largely reflective of what is currently developed in the area.

E. WATER DEPENDENT USE

The JPVAC recognizes and provides for the continuation of existing water-dependent uses along John's Pass Village.

F. PART OF COMMUNITY REDEVELOPMENT PLAN

In a broad sense, this proposed Special Area Plan and associated Activity Center request has been developed with the intent of serving as a redevelopment plan for the area.

G. OVERALL REDUCTION OF DENSITY OR INTENSITY

The analysis of impacts to densities/intensities will be conducted by comparing the existing developed densities/intensities within the amendment area to the proposed maximum allowable densities/intensities. Typically, this analysis would be conducted by comparing the densities/intensities of the current and proposed categories. However, as this area is currently nonconforming in its standards and has developed as such, it is necessary to compare what is actually developed on the ground to what will be allowed as a result of the proposed amendment.

To that end, Table 5 below incorporates information shown earlier in this staff report and combines them for a clear comparison, showing the existing density/intensity ranges and comparing them to the proposed maximum allowable densities/intensities within the amendment area, by character district. While many of the proposed densities/intensities of the character districts are reflective of the existing development within the JPVAC, there will be increases in the allowable development potential as compared to what is currently developed in the amendment area. It should be noted, however, that increases in Temporary Lodging density do not impact emergency shelter and evacuation route considerations. Furthermore, the increases in density can be deemed minor when considering what is already developed within the CHHA. For example, the Commercial Core District is currently developed at a maximum 14.5 UPA, and the proposed maximum density for this district is 15 UPA.

The proposal results in maintaining an overall residential density of 16 UPA. Because this area is highly vulnerable to climate hazards, Forward Pinellas is not in support of any increase in residential density.

In Table 5, it is also apparent that the maximum developed densities of some of the character districts (namely, the Low Intensity Mixed Use, John's Pass Resort and Transitional districts), surpass the proposed maximum densities allowed in those respective districts. Per information provided by Madeira Beach staff, these character districts contain certain older condominiums and multifamily properties that were built in the 1950s, '60s, and '70s, which predate the adoption of the city's zoning regulations provided for in the Madeira Beach Code of Ordinances and further, the Comprehensive Plan.

The Madeira Beach Code of Ordinances has provisions that allow for those nonconforming multifamily properties to continue lawfully but restrict further investment. Currently in the Madeira Beach Code of Ordinances, Sec. 110-96 outlines the process to rebuild nonconforming structures after a catastrophic loss from a disaster. Multifamily residential and temporary lodging developments may be rebuilt to the 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. Commercial development must meet the current intensity standards after a catastrophic loss. Many of the commercial buildings within John's Pass Village exceed the allowed FAR. However, it is of note that the city is considering amending their regulations to permit commercial development to build back to the same FARs.

Table 5: Existing Densities/Intensities and Proposed Maximum Densities/Intensities

Character District	Existing Residential and Temporary Lodging Density (UPA)		Proposed Maximum Residential and Temporary Lodging Density (UPA)		Existing FAR Range	Proposed Maximum FAR
	<i>Residential</i>	<i>Temporary Lodging</i>	<i>Residential</i>	<i>Temporary Lodging</i>		
Traditional	10.9	0	15	45	0.03-1.7	2.5 (3.0 with Development Agreement)
Commercial Core	14.5	12.4	15	60 (75/100 with Development Agreement)	0.2-1.1	2.0 (2.2/3.0 with Development Agreement)
Boardwalk	0	0	0	0	0.4-1.3	1.5
Low Intensity Mixed Use	9.4-37.7	17.5-34.0	18	40 (60 with Development Agreement)	0.2-0.7	1.5 (2.0 with Development Agreement)

John's Pass Resort	4.8-70	36.4	18	60 (75/100 with development agreement)	0.1-1.6	2.2 (2.5 with Development Agreement)
Transitional	8.3-45.5	42-58.9	18	50 (75 with Development Agreement)	0.2-1.3	1.5 (2.0 with Development Agreement)

H. CLUSTERING OF USES

As the entirety of the city, including the area encompassing the proposed Activity Center is within the CHHA, it is not possible, nor is there any opportunity or ability, to cluster uses outside of the CHHA.

I. INTEGRAL PART OF COMPREHENSIVE PLANNING PROCESS

The proposed JPVAC Plan has been prepared as an important part of the city's comprehensive planning process and represents the city's expressed objective to recognize and provide for the preservation and enhancement of John's Pass Village as a vital tourist, business and residential component of the city.

- 5. If the amendment involves the creation, expansion, contraction of, or substantive change to the Activity Center, Multimodal Corridor, or Planned Redevelopment District category, the manner in, and extent to, which the amendment conforms to the purpose and requirements of the applicable category, and addresses the relevant Planning and Urban Design Principles described in Section 6.2.6 and Land Use Goal 16.0 of the Countywide Plan Strategies.**

Staff Analysis: The amendment area involves the establishment of a new Activity Center. As such, it is required to meet the Planning and Urban Design Principles detailed in Section 6.2.6 of the Countywide Rules Land Use Goal 16.0 in the Countywide Plan Strategies. Below are some examples of how these standards have been met, and the associated JPVAC Plan addresses them in further detail:

LOCATION, SIZE AND DENSITY/INTENSITY STANDARDS

The proposed Activity Center is consistent with the locational criteria of Activity Centers and is appropriate in its size. Furthermore, the proposed density/intensity recommendations for the Activity Center do not exceed the maximum standards for the Neighborhood Center subcategory.

CONNECTIVITY

The JPVAC involves improvements in connectivity, particularly along Gulf Boulevard. A key initiative of the proposed Activity Center is to locate and design transit connections on Gulf Blvd. (which is a designated Secondary Transit Corridor), to achieve a more visible, direct and safe connection for pedestrians to and from the village, to improve the connections to off-street parking to reduce automobile traffic within the JPVAC and to provide improved connections to the

transit system for both automobile and bicycle travel. However, commitments should be made to complete the sidewalk network in the amendment area so that pedestrians can move about in a safe manner.

SITE ORIENTATION

Site orientation provides opportunities to create convenient, safe, and comfortable experiences for pedestrians in relationship to the buildings that adjoin the public right-of-way or building entryway. Many buildings in the Traditional Village, Boardwalk and Commercial Core Character Districts are oriented towards the pedestrian. Furthermore, pedestrians can be unaware of the parking located in the back of the building and is able to focus more on interacting with ground levels of buildings, encouraging them to visit the uses along the pedestrian right-of-way.

PUBLIC REALM ENHANCEMENT

Public realm refers to the publicly owned space and privately owned space adjoining the rights-of-way that can be accessed and used by the public. Within the JPVAC, pedestrian safety and comfort will be achieved by maintain an unobstructed means of accessing both the Traditional Village and Commercial Core Character Districts. Furthermore, the JPVAC identifies two key focal points – one at the main pedestrian point of access to Village Boulevard, and one at the southern terminus of Village Boulevard at 129th Avenue West – as opportunities for significant place-making potential and the establishment of wayfinding, public seating and landscaping to enhance the public realm. Redevelopment initiatives will consider these two identified focal points.

GROUND FLOOR DESIGN AND USE

The current development pattern in the JPVAC achieves the desired objective of a continuation of interaction between the public right-of-way and adjoining private use through its direct uninterrupted access and use of the ground floor for existing structures.

TRANSITION TO NEIGHBORHOODS

The proposed Activity Center has planned for transitional areas through the Transitional Character District along Gulf Blvd at its northern terminus. This character district provides for a decrease in temporary lodging use density, as well as non-residential floor area intensity from the John's Pass Resort Character District.

Overall, the JPVAC has sufficiently addressed the required Planning and Urban Design Principles. Furthermore, the implementation of these principles will be monitored as zoning and development standards are established.

- 6. The manner in, and extent to, which the amendment significantly impacts a public educational facility or an adjoining jurisdiction.**

Staff Analysis: The proposed amendment is not adjacent to a public educational facility or adjoining jurisdiction; therefore, those policies are not applicable.

- 7. If the amendment involves the conversion from the Employment (E), Industrial (I), or Target Employment Center (TEC) category, the extent to which the amendment area can continue to provide for target employment opportunities as evaluated and set forth in Section 6.5.4.5.**

Staff Analysis: The proposed amendment area does not involve the reduction of land designated as Industrial or Employment; therefore, those policies are not applicable.

PUBLIC CORRESPONDENCE

City staff have held the following community engagement opportunities:

- Three public meetings
 - One business focus
 - Two general public focus
- Online Survey
- Alternatives were presented
- Input from meeting guided current proposal

Forward Pinellas has received 36 emails of public opposition. The following were main areas of concern:

- Main concern: increase in density / intensity
- Traffic congestion
- Allowing more hotel/condos
- Ruin Madeira Beach appeal
- Overdevelopment

JOHN'S PASS VILLAGE

ACTIVITY CENTER PLAN





Board of Commissioners

- John B. Hendricks, Mayor
- Doug Andrews, Vice Mayor/Commissioner District 3
- Dave Hutson, Commissioner District 4
- Ray Kerr, Commissioner District 2
- David Tagliarini, Commissioner District 1

Planning Commission

- Michael Wyckoff, Chairman
- Anne-Marie Brooks, Vice-Chair
- Chuck Dillion, Second Vice-Chair
- John Connolly
- Matthew LaRue
- John Meagher
- Mike Noble

City Staff

- Robin Gomez, City Manager
- Linda Portal, Community Development Director
- Jenny Rowan, Senior Planner
- Andrew Morris, Planner/GIS Technician

- Dave Healey, Consultant

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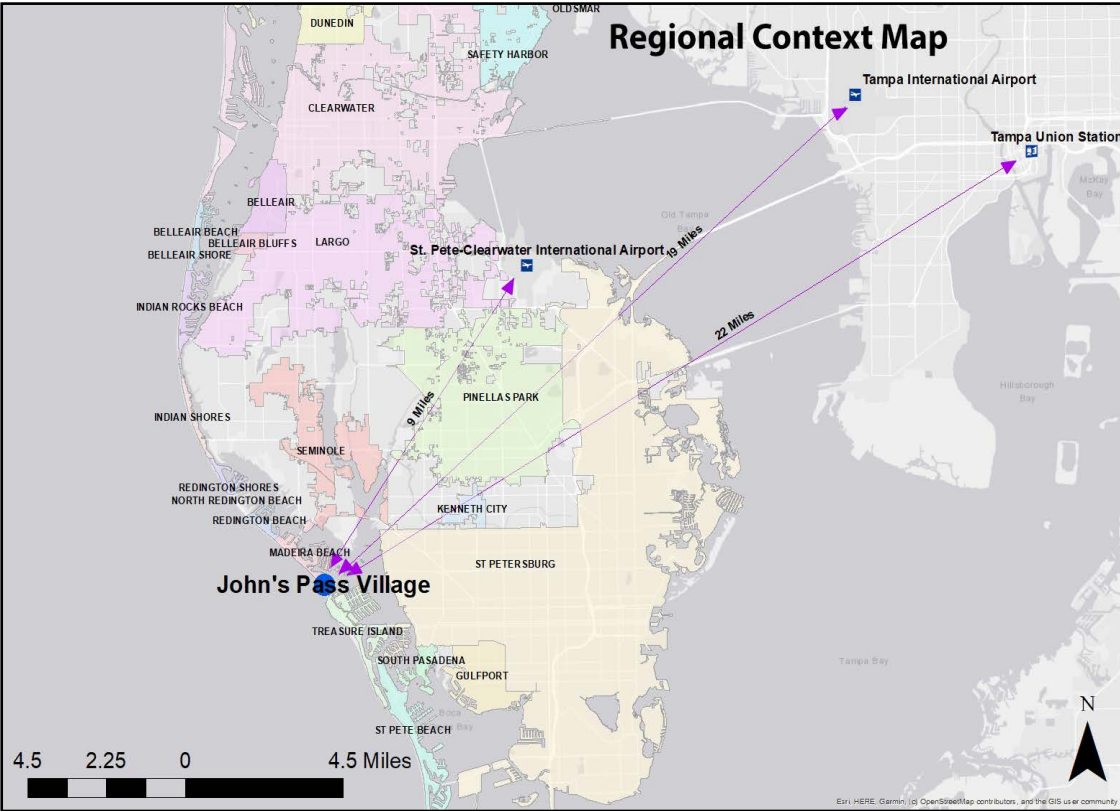
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INTRODUCTION

Chapter One

PREFACE

The City of Madeira Beach is a barrier island community consisting of a mix of low-density residential development to medium-density tourism-oriented commercial, multifamily residential, and temporary lodging accommodations. At the south end of Madeira Beach lies the center of tourism for the city, John’s Pass Village. While this area is recognized as an important tourist destination for the Tampa Bay Metro Area, it has been underutilized and saddled with an inconsistent land use policy for decades. The John’s Pass Village Activity Center Plan accounts for the existing development and encourages compatible design for future growth.



An Activity Center designation will maintain the character of the area through tailored land use and zoning policies, with a focus on tourism and multi-modal connectivity, and foster a pedestrian-friendly environment in John’s Pass Village.

PURPOSE

The John's Pass Village Activity Center Plan recognizes, protects, and enhances this unique and important area. The purposes of the Activity Center Plan are as follows:

- 1) Establish the standards and means to preserve and rebuild the existing character, uses, and density/intensity of John's Pass Village in the event of a disaster.
- 2) Reconcile inconsistencies among existing land use characteristics in the City Comprehensive Plan and The Countywide Rules Standards.
- 3) Provide for consistency and enhancement in the Activity Center for future improvement, revitalization, and potential redevelopment within the Village.

The proposed Activity Center Plan does not establish a new, significantly different, or undeveloped center, but recognizes and provides for the long-term viability of this established tourist and commercial center.

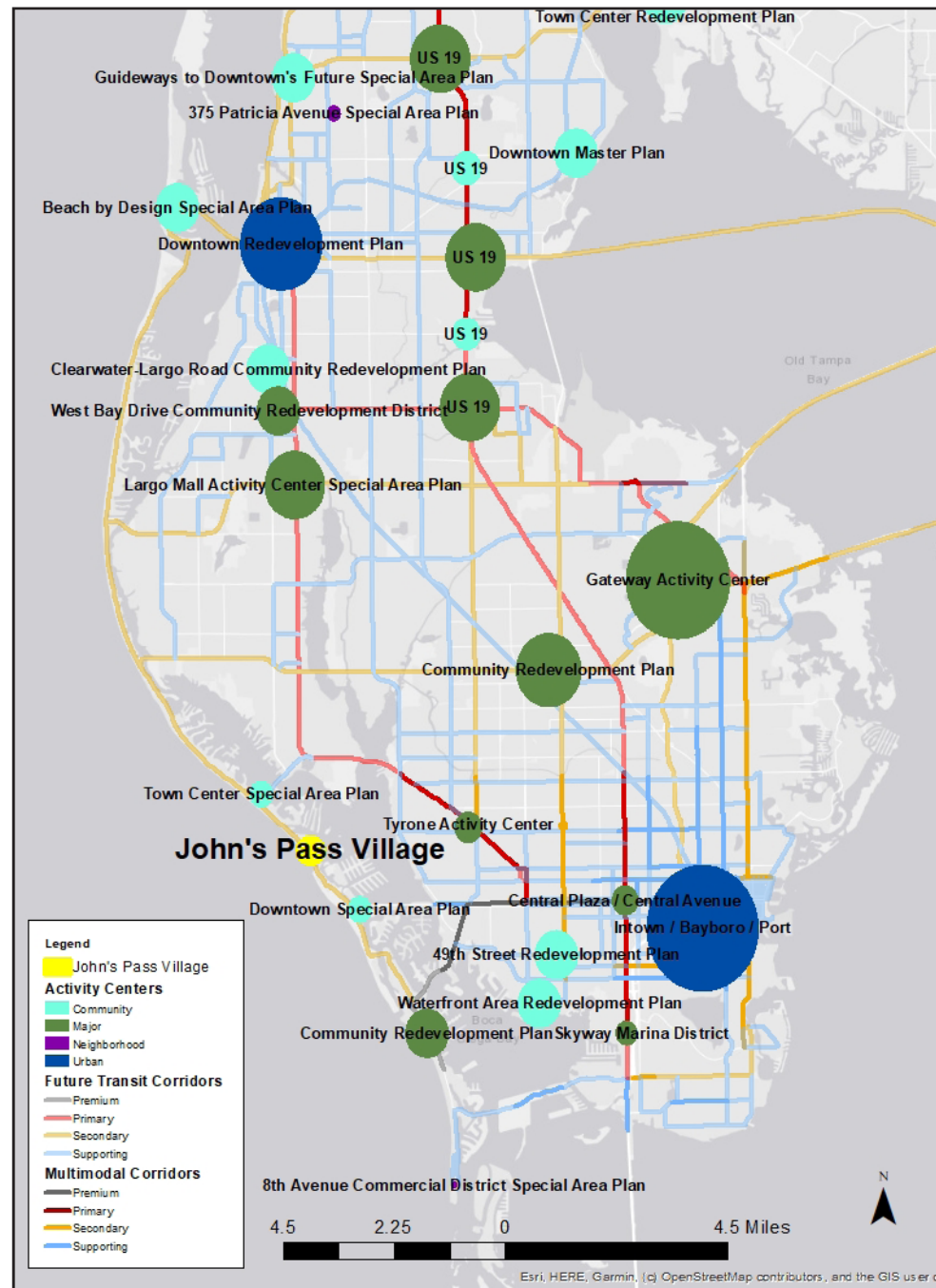
PLAN OVERVIEW

The John's Pass Village Activity Center Plan is a comprehensive attempt to memorialize the character and function of this tourist, commercial, and cultural center, and to provide for future enhancement and revitalization. The Plan documents the purpose, background, existing and proposed land use characteristics, transportation and sustainability considerations, design principles, and implementation strategies. The John's Pass Village Activity Center encompasses approximately 27 acres of land as shown on the accompanying map.



The John's Pass Village Activity Center (JPVAC) is comprised of six distinct Character Districts to better reflect existing and proposed land use and density/intensity. The density/intensity standards as provided for in the Countywide Rules for a **Community Neighborhood** Center Activity Center are reduced through these Character Districts. The characteristics and standards for each Character District are described further in Chapter Three of this plan.

The Countywide Rules indicate Activity Center land use designations are areas of the county that are the focal point of a community and served by enhanced transit commensurate with the type, scale, and intensity of use. Within the JPVAC, Gulf Boulevard has more dense concentrations of development compared to the lower density residential areas of the city. Gulf Boulevard is designated as a future secondary transit corridor and already has multiple Activity Centers located along the corridor. The area within the proposed John's Pass Village Activity Center is a tourist hub with a clustering of cultural, employment, and business development. John's Pass Village definitely meets the criteria for an Activity Center designation.



PLAN IMPLEMENTATION

The process to adopt and implement the John's Pass Village Activity Center Plan includes the following steps:

- Amend the Future Land Use Element of the City Comprehensive Plan to establish an Activity Center Future Land Use Plan map category.
- Adopt the Activity Center Plan and corresponding amendment of the Future Land Use Map to place the Activity Center category on the map.
- Amend the Countywide Plan Map to establish the Activity Center (Community Neighborhood Center) Plan Category on the Countywide Plan Map and the Land Use Strategy Map.
- Amend the City's Land Development Code to establish Activity Center and Character District zoning standards to administer and implement the Activity Center Plan.



BACKGROUND & CONTEXT

Chapter Two

BEGINNING 1910-1950

In 1912, George Roberts established the first homestead in Madeira Beach on 140 acres north of John's Pass. The area, then called Olive Island, was sold in 1914 to Noel Mitchell, who replaced

the homestead with Mitchell's Beach Hotel. That same year, Mitchell also made plans to develop the island for over 1,000 residents and filed a large subdivision of 40-foot-wide lots over the area now known as John's Pass Village. With no road connections to the mainland, those initial development plans were abandoned by the end of World War I and the subdivision was amended over time.

In 1927, the Corey Causeway opened between St. Pete Beach and the mainland (replacing the old wooden McAdoo Bridge toll road) and another bridge was built to span Blind Pass. The original John's Pass Bridge opened in 1927, resulting in the establishment of a commercial fishing industry on both sides of the Pass. By the mid-1930s, automobiles could travel from the Sand Key area north of Indian Rocks all the way to Pass-a-Grille.

Mitchell's Beach, Johns Pass,
near St. Petersburg, Fla.

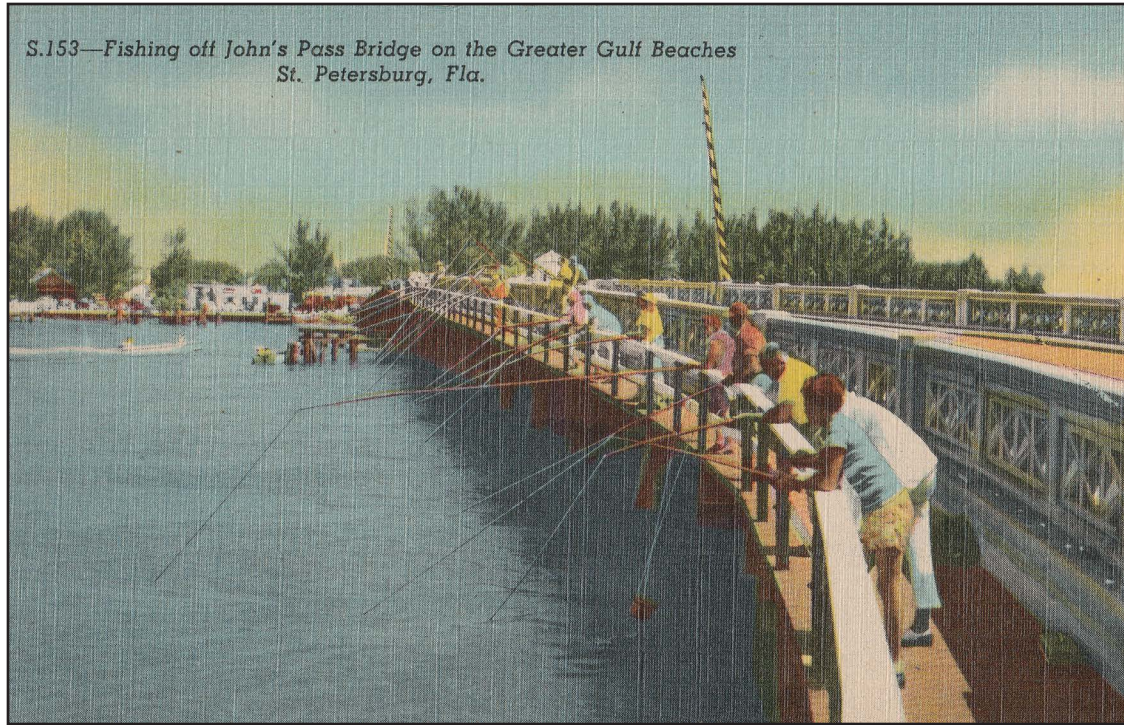




Madeira Beach remained an integral part of the growing commercial development along the beaches. John's Pass grew in popularity as a prime fishing destination and small businesses at the pass provided services to recreational fishermen and industrial fleets. The Little House Restaurant opened in 1937 on the north side of the pass. Gulf Boulevard connected various hotel and casino destinations in Redington, Treasure Island, St. Pete Beach, and the Madeira Beach Amusement Park. The Bay Pines Veterans Center was under development in the mid-1930s.

Madeira Beach was divided into subdivisions in the early 1930s, and by the 1950s the fill islands were approved and developing. Commercial activities mixed with residential, fishing, and tourist uses, continued to develop along Gulf Boulevard, as did the Town Center in the area first developed as the amusement park around 150th Avenue. In 1947, Madeira Beach was incorporated as a city. Over time, John's Pass remains the city's highest concentration of mixed-use development and the city's economic engine.

Between 1934 and 1947, the areas in Madeira Beach now known as John's Pass Village and South Beach were developed to include a bridge tender's home and office, a fishing camp, a gas station, a real estate office, and the only post office between Pass-a-Grille and Indian Rocks Beach. The area was promoted as a destination for holiday fishing with postcards and advertisements featuring men fishing from the John's Pass Bridge. The area continued to develop during the 1950s and 1960s as a fishing and holiday destination with both sides of the pass featuring bait shops, curio shops,



S.153—Fishing off John's Pass Bridge on the Greater Gulf Beaches
St. Petersburg, Fla.

restaurants, vacation rental cottages, and charter boat excursions. In the 1950s, hotels and various tourist attractions were located near John's Pass.

CONSTRUCTION AND LAND USE PLANNING 1960-2008

In 1971, a new twin-span bridge was constructed across John's Pass. This improvement included moving the access closer to the Gulf and away from Village Boulevard. The move allowed Madeira Beach to reclaim Village Boulevard as a local business street, spared from the pressure of traffic and roadway expansion that doomed small town commercial districts all over the country. The reconstructed street, Village Boulevard, was narrowed to local street standards, leaving extra right-of-way for sidewalks and parking. In 1972, merchants along the right-of-way were allowed by city action to expand the balconies and upper walkways fourteen



feet to cover the expanded pedestrian area. Parking was added in lots and on-street public parking spaces. The main street, traditional development pattern of the area was thus preserved. In fact, many of the original buildings, although expanded and altered in use, remain today.

During the 1970s and 1980s, many of the former fishing and holiday cottages in John's Pass Village were converted to commercial use or removed. This transition continued to current times with many cottages being replaced by parking to accommodate the needs of daily tourists. By the mid-1980s



the boardwalk running along the Madeira Beach side of the pass extended from the point of the old bridge to East End Lane. Recreational boating businesses replaced much of the industrial fishing fleet located near the pass.

As stated previously, Madeira Beach was originally developed as an amusement, holiday, recreational and commercial fishing destination. However, as the residential areas developed, the area grew to require regulation for compatibility and service provision. The first zoning map and regulations were adopted in 1964. The John's Pass area was given designations specific to its purpose and historic character. Along the boardwalk and seaward, the area was designated for C-4 Marine Commercial use. The remaining area was designated as C-1 Tourist Commercial, which provided for continuing the intense, but low scale mixed-use character historically built in the pass.

In the early 1980s, the city undertook major amendments to the local land development code, adopting setbacks

and other site regulations more typical of a suburban location. These regulations had the effect of rendering numerous structures non-conforming in the John's Pass area. Since the structures predated the codes, they continued to be used and improved as grandfathered structures and lots. In the 1980s, the boardwalk along the pass was extended along the second-floor height and buildings expanded upward to take advantage of direct access to the boardwalk.



In 1989, the city adopted its first comprehensive plan, noting in policy that John's Pass Village was an Activity Center, but not including a definition of Activity Center characteristics or a distinct map designation for the use. The area was instead classified with a unique designation of John's Pass Village and administered as Commercial General land use, with a row of lots along Boca Ciega Bay identified as Residential Medium. In 1992, the Rules concerning the administration of the Countywide Future Land Use Plan were amended to require that local governments' future land use plans be consistent with the Countywide Plan categories and Map.

While amendments to the City's plan were made between 1993 and 2006 that addressed certain of the standards applicable to John's Pass Village, the issue of consistency with the Countywide Plan was not fully resolved.

LAND USE AND CURRENT STATUS

2008-2023

In 2008, a consultant facilitated by the Pinellas County Planning Council on behalf of Madeira Beach completed an Evaluation and Appraisal Report. This report was used to amend the City's Future Land Use Plan. The designation of John's Pass Village as an "Activity Center" was removed from the plans policy, leaving the area designated as Commercial General and assigning it a new floor area ratio (FAR) of 1.2.

Thus, while the updated plan recognized the nature of John's Pass as a mixed use, commercial anchor, and in a state of ongoing redevelopment, it did not address its unique characteristics that typify an "Activity Center." Further, the 1.2 FAR that was assigned to the Commercial General plan category was apparently a misapplication of a Countywide standard for temporary lodging use and rendered this aspect of the new plan inconsistent with the Countywide Plan.

Though the City Plan has been updated since the 2008 edition, and the land use plan designated for other areas amended, the designation and FAR for the John's Pass Village area have not changed. Today, this largely

commercial area of John's Pass Village is classified as Retail & Services under the Countywide Plan and allows for maximum FAR of 0.55, whereas the corresponding City Plan designation of Commercial General allows for a maximum FAR of 1.2.

While the City both desires and is obligated to adopt a plan that is consistent with the Countywide Plan, it must do so in a manner that reflects both the existing, and desired future, development pattern for John's Pass Village.

To this end, the city began a community planning process and review of the current Countywide Plan categories to determine the best and most responsible designation for this important focal point in the city. The Countywide Plan was updated in 2015 and now provides for an Activity Center plan category that is intended for "areas of the county that are the focal point of the community and served by enhanced transit commensurate with the type, scale, and intensity of use." This category appears well-suited to meet the needs of the John's Pass Village area and at the same time achieve consistency with the Countywide Plan.

The City is now undertaking the community planning process to define the appropriate use of that r

category, as applied to the John's Pass area, and to request an amendment of each the City Plan and Countywide Plan to recognize the area as an Activity Center.

COMMUNITY ENGAGEMENT

The city held two public meetings and one workshop, and conducted surveys to receive public input for potential options to move forward with continued Comprehensive Plan development and revision within the guidelines of the Countywide Plan. The city sought public input to develop a plan to present to Forward Pinellas.

The city created and posted an online survey to obtain community feedback on future development of Gulf Boulevard and John's Pass Village. The survey was comprised of nine questions and 169 residents responded. Most of the respondents were 55 years or older and had lived in the city for more than five years. Most agreed that parking is an issue in the community; however, they were divided on increasing the Suncoast Beach Trolley frequency. Overall, the community responded that the maximum height of buildings in John's Pass Village and the west side of Gulf Boulevard should be four to five stories, while responses were split regarding the east side of Gulf Boulevard, feeling the heights could be more than five stories.



The community response from the survey continued through the efforts to engage businesses, residents, and owners in John's Pass Village on the potential direction of an updated plan that would better serve their interests and those of the city as a whole.

This Activity Center Plan is a comprehensive attempt to reflect the long-term interests of the city to recognize, protect and enhance the character and contributions of John's Pass Village to the city and Pinellas County.



In June 2021, the city held two public meetings and one workshop to identify two proposed

alternatives to present to Forward Pinellas with regard to the Countywide Plan Amendment. The purpose of these meetings was to inform the business owners in John's Pass Village, as well as city residents, of the need to update the land use policies and development regulations to bring the city into conformance with the Pinellas Countywide Plan.

On Wednesday, June 2nd, 2021, the city presented options to the John's Pass Village business leaders. Over 15 business leaders, Board of Commissioners, and interested parties attended the presentation.

The original proposal included designating John's Pass Village as a Community Activity Center. This option would raise maximum residential dwelling units from 24 to 90, temporary lodging units from 40 to 100, and maximum Floor A

Ratio from 0.55 to 3.0 in John's Pass Village under the Countywide Plan. The land use strategy would contain Activity Centers at each end of the future secondary corridor, Gulf Boulevard, with development to support all modes of transportation in between. Another suggested option sought to extend the existing activity center in Town Center to include the Gulf Boulevard Corridor down to John's Pass Village. This plan proposed the same changes to maximum densities and floor area ratio and was proposed to enhance community connections.

After hearing concerns from the community about increasing the amount of development along Gulf Boulevard north of John's Pass Village, the study area for the Activity Center was scaled down to just John's Pass Village and areas near John's Pass Village along Gulf Boulevard. The Community Planning staff modified the Activity Center Plan to establish this designation, while at the same time defining Character Districts and distinct density/intensity standards that would allow for more refined development within the City and protect nearby residential areas.

Forward Pinellas recommended an alternative compromise to reduce the proposed Community Center Activity Center to a Neighborhood Center Activity Center. The city reduced the Activity Center to a Neighborhood Center subcategory with allowances of the alternative temporary lodging use standards.



THE PLAN

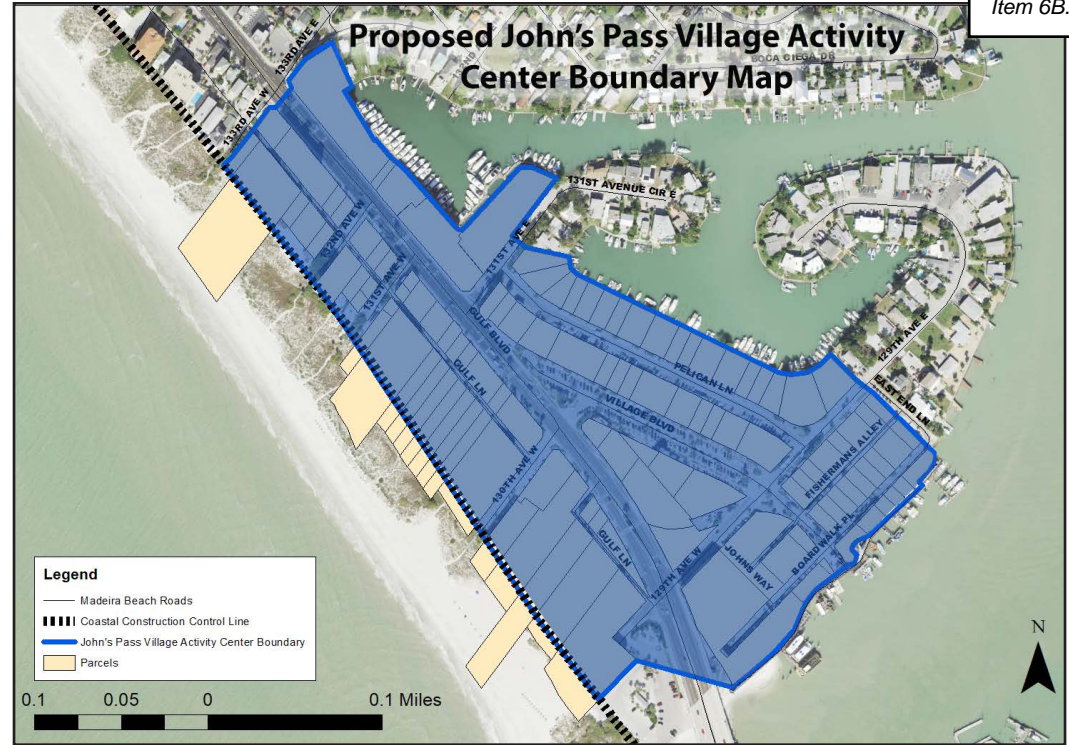
Chapter Three

OVERVIEW AND CONTENT

This chapter examines the proposed JPVAC area, the existing land use relationships, and a comparison of current City and Countywide Future Land Use designations and standards. Each of these considerations has informed and given direction to the proposed Activity Center Plan, its Character Districts and standards, and their relationship to an amended Countywide Plan that recognizes the John’s Pass Village Activity Center.

PROPOSED ACTIVITY CENTER AREA

The proposed Activity Center area is identified on the map above. The area encompassed within the Activity Center is approximately 27 acres. The Activity Center extends from the properties west of Gulf Boulevard to Boca Ciega Bay on the east, and from John’s Pass north to 133rd Avenue East.

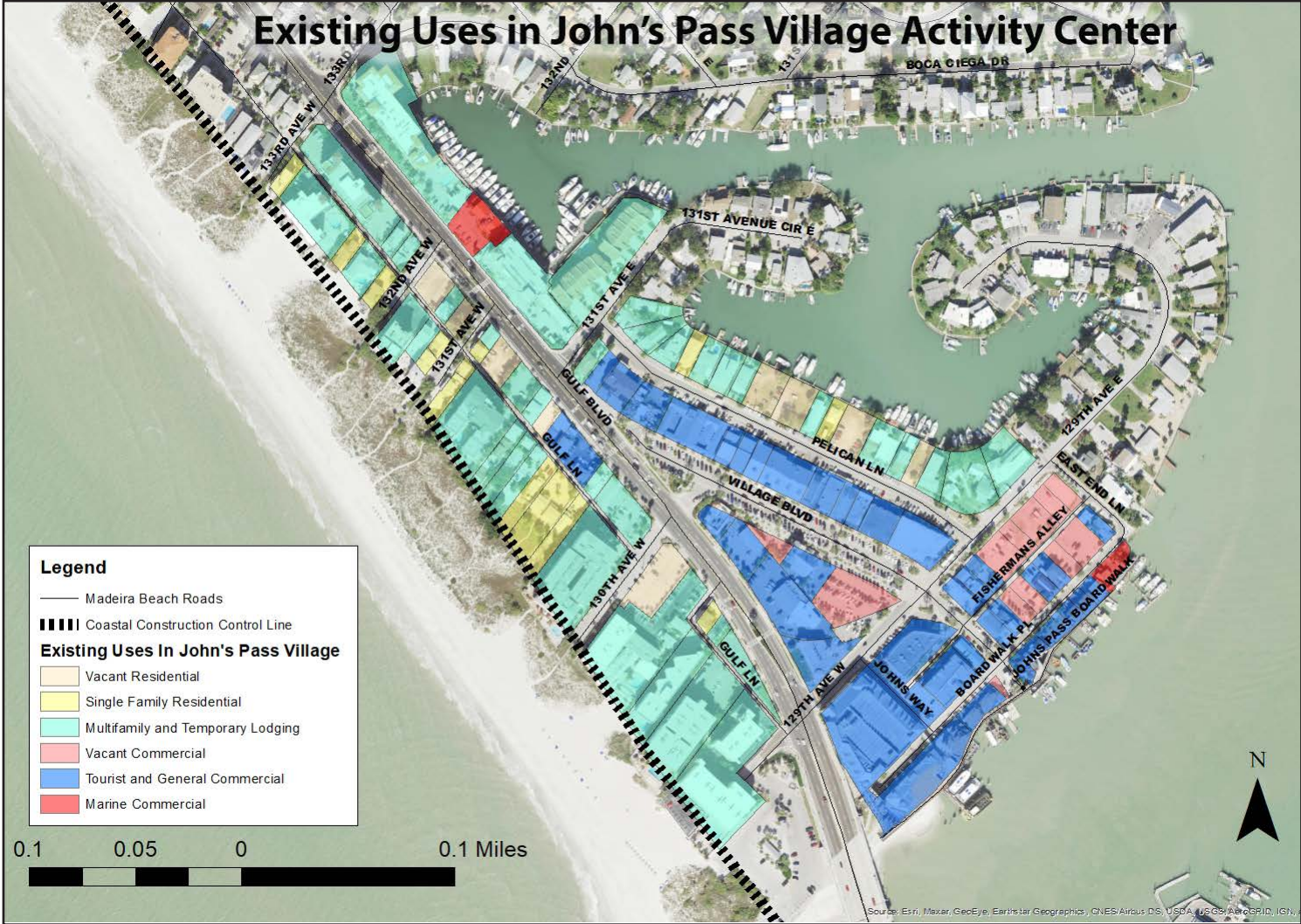


The designated Activity Center area includes the traditional tourist business uses located along the east side of Gulf Boulevard, Village Boulevard, and the Boardwalk area; the mix of residential and temporary lodging uses on the west side of Gulf Boulevard; the transitional residential and temporary lodging uses on the east and west sides of Gulf Boulevard north of the traditional village business area; and the mix of residential and temporary lodging uses on the east side of Pelican Lane. The Activity Center designation does not include any portion of a parcel that extends west of the Coastal Construction Control Line.

EXISTING USES AND DENSITIES

The existing land uses within the Activity Center include a mix of residential, temporary lodging, and commercial uses, many of which focus on or are related to the tourism industry. Parcel size varies, but the typical lot size is quite small averaging approximately one-quarter acre. Densities and intensities in the area vary considerably and, in some cases, exceed current standards. The accompanying exhibits illustrate the essential features of the existing land use, parcel size, and density/intensity pattern.

The accompanying exhibits illustrate the essential features of the existing land use, parcel size, and density/intensity pattern.



The tables below identify the approximate percentage of use by major type for the Activity Center as a whole, as well as within the six Character Districts proposed to recognize these distinct sub-areas within the Activity Center.

**TABLE 3.1
EXISTING USES FOR JOHN'S PASS
VILLAGE ACTIVITY CENTER (JPVAC)**

Type of Use	Percentage of Type of Use for JPVAC
Vacant Residential	5.9%
Single Family Residential	6.1%
Multifamily & Temporary Lodging	50.7%
Vacant Commercial	6.1%
Tourist & General Commercial	29.5%
Marine Commercial	1.6%
	100%

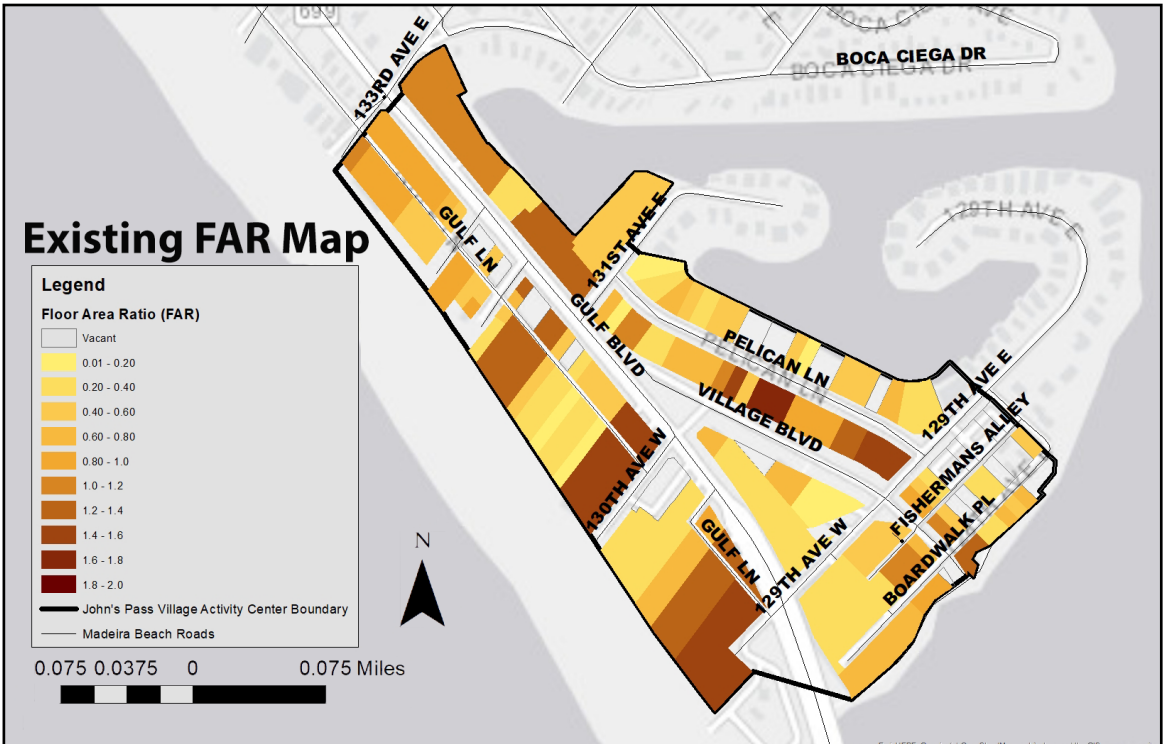
**TABLE 3.2
EXISTING LAND USES PER CHARACTER DISTRICT**

Type of Use	Boardwalk	Commercial Core	John's Pass Resort	Low Intensity Mixed-Use	Traditional Village	Transitional
Vacant Residential	0	0	6%	24%	0	6%
Single Family Residential	0	0	12%	7%	0	8%
Multifamily & Temporary Lodging	0	0	78%	69%	2%	82%
Vacant Commercial	2%	29%	0	0	12%	0
Tourist & General Commercial	88%	71%	4%	0	86%	0
Marine Commercial	10%	0	0	0	0	4%
	100%	100%	100%	100%	100%	100%

**TABLE 3.3
EXISTING FAR AND DENSITY RANGE**

Character District	Residential Density Range (UPA)	Temporary Lodging Density Range (UPA)	FAR Range
Boardwalk	0	0	0.4 - 1.3
Commercial Core	14.5	12.4	0.2 - 1.1
John's Pass Resort	4.8 - 70	36.4	0.1 - 1.6
Low Int. Mixed Use	9.4 - 37.7	17.5 - 34.0	0.2 - 0.7
Traditional Village	10.9	0	0.03 - 1.7
Transitional	8.3 - 45.5	42 - 58.9	0.2 - 1.3

The current intensity of development, as measured by Floor Area Ratio (FAR), frequently exceeds the current FAR standard of 0.55 in the areas designated Retail & Services on the Countywide Plan. These examples of higher density/intensity are consistent with the characteristics and standards of the proposed individual Character Districts of the Activity Center Plan. They are also consistent with or well below the maximum permitted standards of the Countywide Plan for a **Community Neighborhood** Center Activity Center.



**TABLE 3.4
AVERAGE LOT SIZES IN EACH CHARACTER DISTRICT**

Character District	Average Lot Size (Square Feet)	Average Lot Size (Acres)
Boardwalk	6,419.2	0.15
Commercial Core	7,964.9	0.18
John’s Pass Resort	17,542.2	0.40
Low Int. Mixed Use	7,478.4	0.17
Traditional Village	8,822.0	0.20
Transitional	12,401.8	0.28
John’s Pass Activity Center	11,720.5	0.27

The average lot size of approximately one-quarter acre, which varies somewhat by Character District, is relatively small and reflects the original platting of this area. Lot size is relevant to both the types of use that can be accommodated and the resultant density/intensity that can be achieved.

EXISTING PLAN DESIGNATIONS AND STANDARDS

The following exhibits show the existing City and Countywide Future Land Use Plan categories in the John’s Pass Village Activity Center area, the land area and percentage of total area attributable to each, and their respective density/intensity standards.

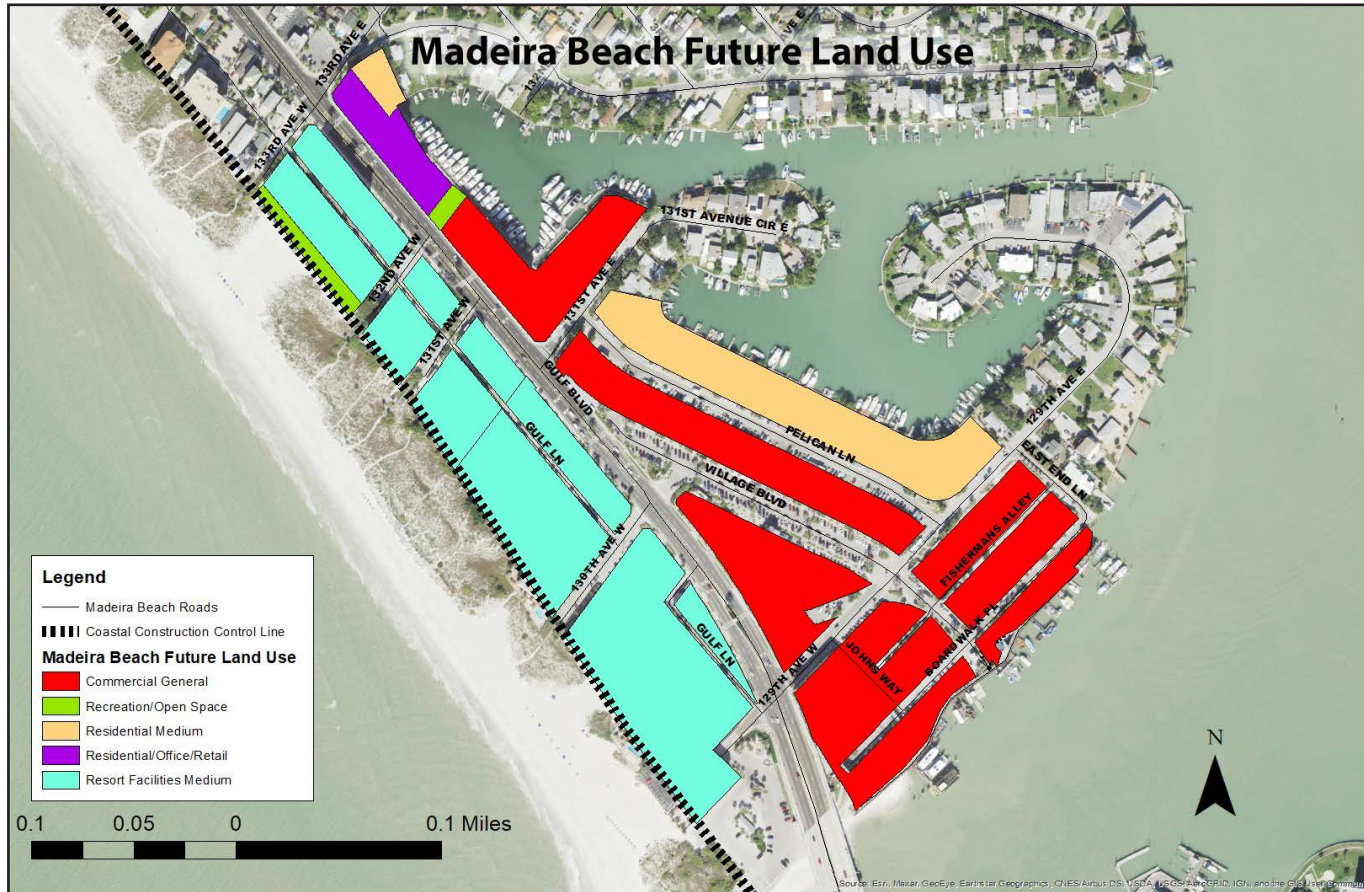


TABLE 3.5 EXISTING MADEIRA BEACH FUTURE LAND USE CATEGORY DENSITY AND INTENSITY MAXIMUMS

Future Land Use Category	Residential UPA	Temporary Lodging UPA	Floor Area Ratio	Acres	Future Land Use Category Percentage of Total Acres
Commercial General	15	60	1.2	11.28	41.7%
Recreation/Open Space	0	0	0.25	0.46	1.7%
Residential Medium	15	0	0.65, 0.8	3.36	12.4%
Residential/Office/Retail	18	45	1.0	0.88	3.2%
Resort Facilities Medium	18	45, 60, 75*	1.0, 1.5, 2.0*	11.06	40.9%
				27.04	100%

* Depends on land size

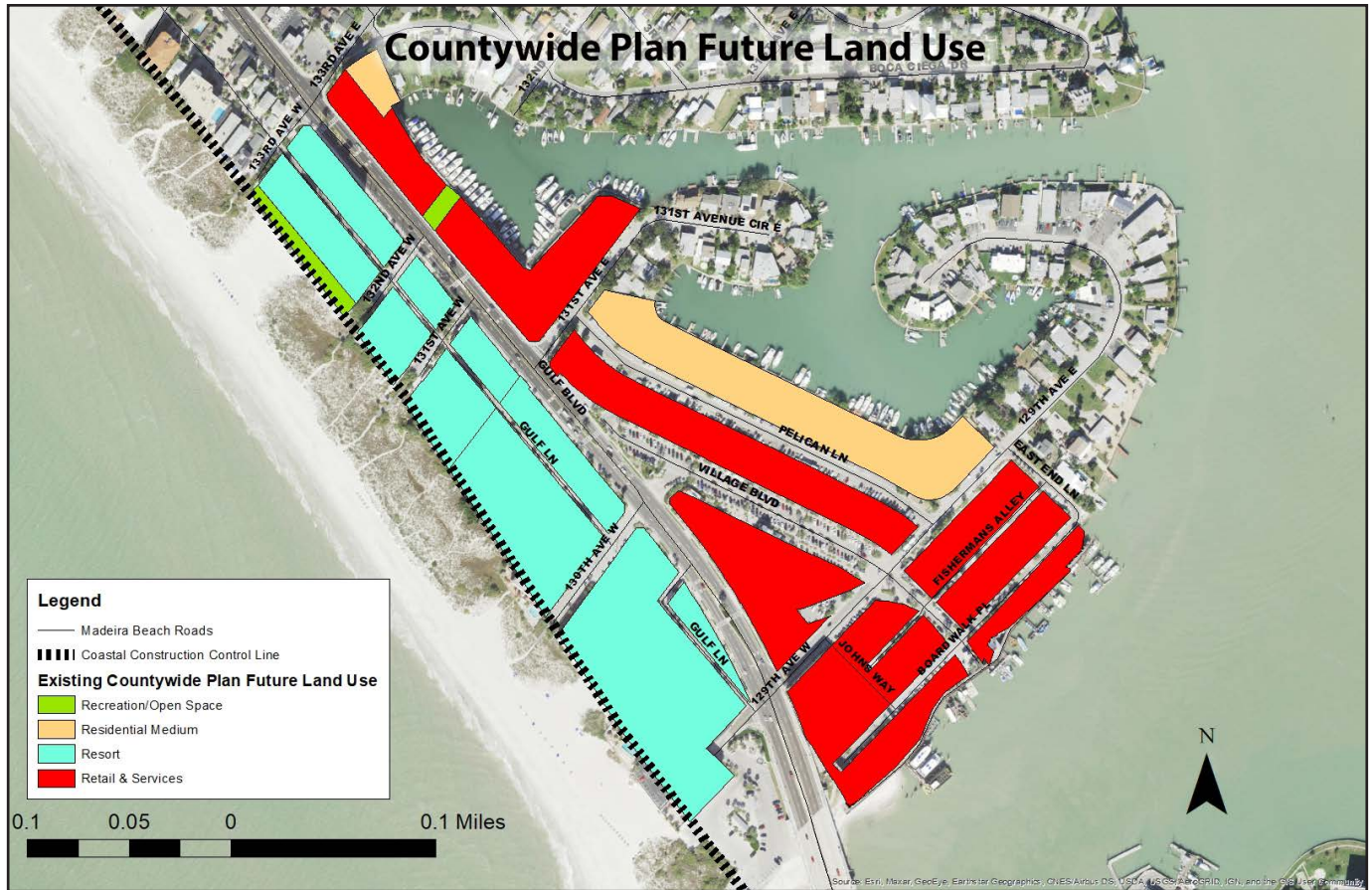


TABLE 3.6 EXISTING COUNTYWIDE FUTURE LAND USE CATEGORY DENSITY AND INTENSITY MAXIMUMS

Future Land Use Category	Residential UPA	Temporary Lodging UPA	Floor Area Ratio	Acres	Future Land Use Category Percentage of Total Acres
Recreation/Open Space	0	0	0.25	0.46	1.7%
Residential Medium	15	0	0.5	3.36	12.4%
Resort	30	50	1.2	11.06	40.9%
Retail & Services	24	40	0.55	12.16	45%
				27.04	100%

Most of the area east of Gulf Boulevard is currently designated Commercial General, with a small portion at the northeast corner of the proposed Activity Center designated Residential/Office/Retail on the City Future Land Use Map. The Countywide Plan Map designates this area as Retail & Services. These areas east of Gulf Boulevard are approximately 12 acres of the 27 acres, or 45 percent of the Activity Center. These categories represent the traditional center and focal point of John's Pass Village.

The area west of Gulf Boulevard has a City Future Land Use Map designation of Resort Facilities Medium. The Countywide Plan Map category for this area is Resort. This area is some 11 acres or 41 percent of the Activity Center. These "Resort" classifications consist of a mix of residential and temporary lodging uses that form the western edge and are an integral part of John's Pass Village.

The final two existing plan categories are located in the Transitional district, which includes a small 0.46-acre area of Recreation/Open Space that is part of private development along Gulf Boulevard on the inland side of the Coastal Construction Control Line. The Recreation/Open Space designation on the east side of Gulf Boulevard is due to a utility easement that traverses

the property. Properties designated as Residential Medium on the Future Land Use maps of both the City and Countywide Plans are located along the east side of Pelican Lane, characterized by a mix of residential and temporary lodging uses.

The existing City and Countywide Plan categories and their respective density/intensity standards illustrate three fundamental issues that are problematic to the long-term viability and enhancement of John's Pass Village. These three issues are:

1. The density/intensity standards in the respective City and Countywide Plans are not consistent – particularly between the City's Commercial General category and the Countywide Plan's Retail & Services category.
2. The existing plan categories do not sufficiently reflect the distinct characteristics of the uses within, and their relationship to, the overall area.
3. The density/intensity standards do not accurately reflect or provide support for either the existing density/intensity of, or the future potential to, revitalize and enhance John's Pass Village.

The composition and key features of the proposed Activity Center Plan described in the following section are designed to address these fundamental issues.

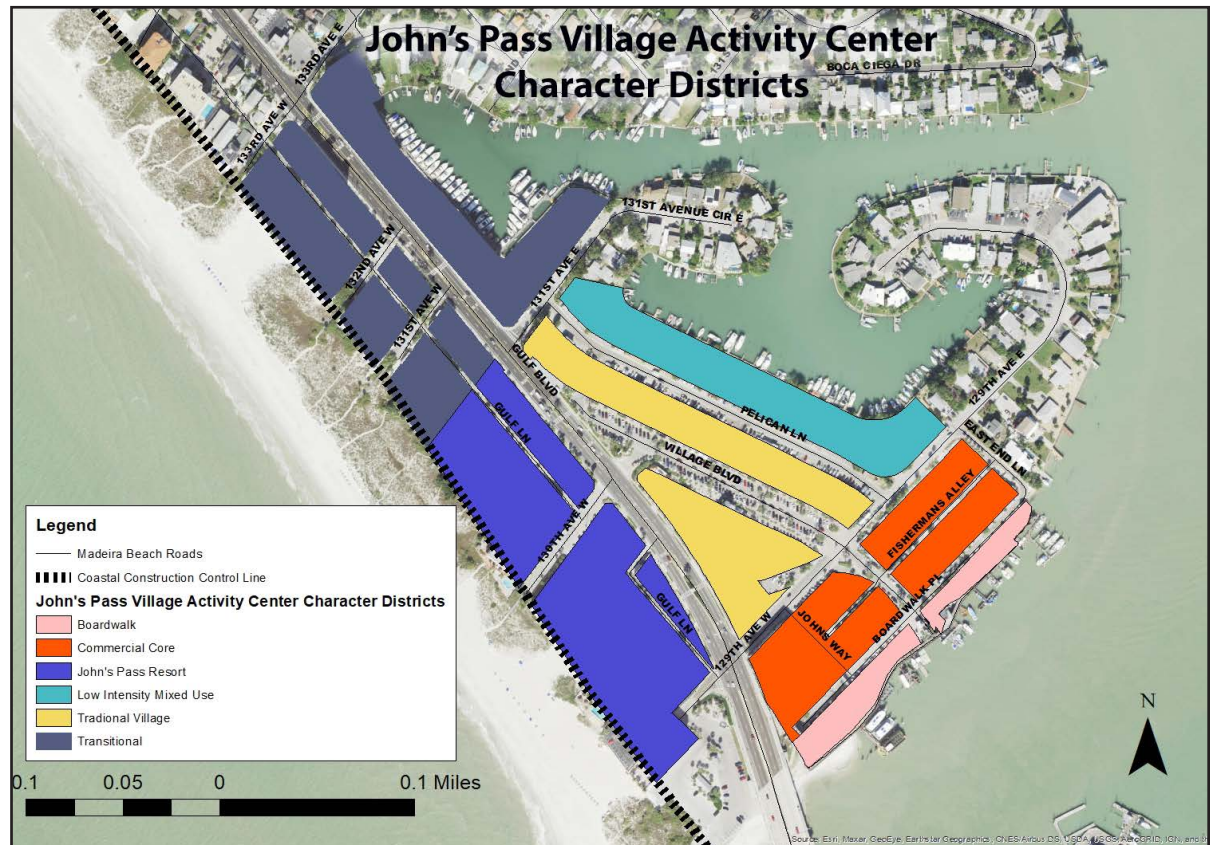
PROPOSED ACTIVITY CENTER PLAN

Plan Categories and Standards

The proposed plan designates the area shown on the accompanying map as an Activity Center on both the Madeira Beach Comprehensive Plan Map and the Countywide Plan Map.

The City's Activity Center designation will further differentiate the six Character Districts within the Activity Center, with each district recognized as part of the approved plan for both the City and Countywide Plans.

Each of the Character Districts is intended to recognize the distinct location, use, and density/intensity features of these components of John's Pass Village and provide for their future continuation and enhancement.



Character Districts

The following provides a description of the purpose, characteristics, and guidelines for development and revitalization of each of these districts within the Activity Center. The density and intensity standards for each Character District in the Activity Center are to be employed as dual standards; wherever applicable, both the unit count and the all-inclusive floor area maximums must be complied with.

Traditional Village

The character of this district is defined by the massing, rhythm, minimal setbacks, orientation of buildings to the street, and active ground-level retail. An elongated arcade envelops part of the wide sidewalk to create a separate public space sheltered from the sun and an opportunity for sidewalk business activity. Village Boulevard is a tree-lined street consisting of mostly palm trees and low shrubbery in designated landscape areas.

Surface parking will only be allowed in the rear of buildings. All uses are required to meet parking standards at one-half the required parking standards otherwise required in the City, and shared or contracted parking is encouraged.



Stand-alone structured parking will not be allowed in this district. Land Development Regulations will provide specifics regarding build-to lines, parking requirements, outdoor uses, unified signage, architectural articulation, and design guidelines.

Allowed Uses: Residential, Temporary Lodging, and Commercial.

Density: Residential 15 UPA, Temporary Lodging 45 UPA.

Intensity: FAR 2.0, 5, and FAR 3.0 with a Development Agreement.

Impervious Surface Ratio: 0.85

Commercial Core

The character of this district is defined by the orientation of buildings to the street, wide sidewalks, ground-level and upper-level commercial, business access, build-to lines, and upper-level tourist facilities. Sites will be planned and buildings designed to respect adjacent residential use, with design and massing techniques to minimize any incompatibility. Parking will be designed in small integrated lots or in structured parking facilities with ground-level commercial to camouflage the parking structure. Land Development Regulations will provide specifics regarding the build-to lines, architectural articulation, height, parking requirements, outdoor uses, unified signage, and design guidelines.

Allowed Uses: Residential, Temporary Lodging, and Commercial.

Density: Residential 15 UPA, Temporary Lodging 60 UPA, ~~and Temporary Lodging 100 UPA with Development Agreement.~~

Intensity: FAR 2.0 ~~5, and FAR 3.0 with Development Agreement.~~

Alternative Temporary Lodging Use Standard: Areas less than an acre Temporary Lodging 75 UPA and FAR 2.2
Areas over an acre Temporary Lodging 100 UPA and FAR 3.0.

Impervious Surface Ratio: 0.85



Boardwalk District

This district’s character is defined by the rustic, unfinished “fishing village” style of commercial buildings accessible from the second floor along the boardwalk. The boardwalk wraps around the district overlooking John’s Pass. The ground floor level, under the boardwalk, is mostly open air and commonly used for tourist services and commercial fishing-related businesses. There are no setbacks from the boardwalk and minimal setbacks between buildings, and along the sidewalk adjacent to Boardwalk Place. The docks adjacent to the boardwalk are used primarily for boat charters and seating for restaurants. All buildings are within the Flood Insurance Rate Map (FIRM) designation of Coastal A. The mix of commercial

fishing, recreational fishing, and tourism-related retail and services are allowed and compatible in this district. Land Development Regulations will provide specifics regarding the architectural articulation, height, parking requirements, outdoor uses, unified signage, buffering, and design guidelines.

Allowed Uses: Commercial, Commercial Recreation, and Services.

Density: Residential and Temporary Lodging
0 UPA.

Intensity: FAR 1.5, ~~and FAR 2.0 with Development Agreement.~~

Impervious Surface Ratio: 0.85



Low Intensity Mixed Use

The character of this district is defined by the mix of residential and temporary lodging uses of various tenure and type. The district sits directly behind the commercial activity in the Traditional Village District. Historically, this district was the site of tourist cottages, rooming houses, and retirement homes. Development needs to be sensitive in nature and limited in scale given the presence of single-family residential units and temporary lodging immediately adjacent to and located between the service side of the Traditional Village District and Boca Ciega Bay. Small lots and pedestrian activity will be supported in the Land Development Regulations with the inclusion of build-to lines, curb cut limitations, height, shared refuse collection sites in Traditional Village District, and sidewalk requirements.



Allowed Uses: Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area.

Density: Residential 18 UPA, Temporary Lodging 40 UPA and 60 UPA with Development Agreement.

Intensity: FAR 1.5, ~~and 2.0 with Development Agreement.~~

Alternative Temporary Lodging Use Standard:
Temporary Lodging 60 UPA and FAR 2.0

Impervious Surface Ratio: 0.85

John's Pass Resort

The character of this district is defined by a mix of residential development, tourist accommodations, and limited business activities. The John's Pass Resort District is situated on the east side of the beach along Gulf Boulevard. Building scale varies and includes large scale, multi-story residential, and temporary lodging uses with large ground-level parking lots, and multi- and single-family homes. The Land Development Regulations will include setbacks, landscaping, and height.

Allowed Uses: Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area.

Density: Residential ~~24~~ 18 UPA, Temporary Lodging ~~75-60~~ UPA; and ~~Temporary Lodging 100 UPA with a Development Agreement.~~

Intensity: FAR 2.0, ~~and FAR 2.5 with Development Agreement.~~

Alternative Temporary Lodging Use Standard: Areas less than an acre Temporary Lodging 75 UPA and FAR 2.2

Areas over an acre Temporary Lodging 100 UPA and FAR 2.5

Impervious Surface Ratio: 0.85



Transitional

This district serves as a buffer from higher intensity/density to lower intensity/density. The east side of Gulf Boulevard section of the district has the potential to support mixed-use buildings with residential uses above the base flood elevation plus freeboard, while single-use buildings remain a development option. Existing setback lines are to be replaced by reduced setbacks to make better use of the shallow lot depth, and encourage access and parking designs that provide maneuvering and queuing away from the traffic on Gulf Boulevard. The west side of Gulf Boulevard will continue to stay focused on residential and temporary lodging uses. Standalone commercial uses are prohibited on the west side of Gulf Boulevard within this district. The Land Development Regulations will include setbacks, landscaping, and height.

Allowed Uses: Residential and Temporary Lodging. Commercial is only allowed up to 20 percent of building floor area for properties on the west side of Gulf Boulevard. Commercial is allowed on the east side of Gulf Boulevard.

Density: Residential 18 UPA, Temporary Lodging 50 UPA, ~~and Temporary Lodging 75 UPA with Development Agreement.~~

Intensity: FAR 1.5, ~~and FAR 2.0 with Development Agreement.~~

Alternative Temporary Lodging Use Standard: Temporary Lodging 75 UPA and FAR 2.0

Impervious Surface Ratio: 0.85



RELATIONSHIP TO COUNTYWIDE PLAN

The adoption of an amendment to the City's Future Land Use Plan, establishing the Activity Center for John's Pass Village, requires approval of a corresponding amendment to the Countywide Plan. The amendment of the Countywide Plan will create the Activity Center designation on the Countywide Plan Map.

The Countywide Plan provides for a hierarchy or subcategories of Activity Center, based on their location, size and function. In the case of John's Pass Village, the appropriate sub-classification under the Countywide Rules is a "Community Center" Neighborhood Center. The City Activity Plan standards must be consistent with the overall standards of the Countywide Plan for a Community Neighborhood Center level Activity Center designation.

It is the intent of the Activity Center Plan and the maximum density and intensity standards of each Character District that the maximum density and intensity standard shall not be exceeded absent an amendment to the Activity Center Plan to provide for any such change. The Activity Center Plan further stipulates that any such amendment to the maximum density and intensity standards for each Character District shall also require a corresponding amendment of the Countywide Plan approving any such amendment.

As illustrated in the tables on the next page, the overall average density/intensity that could be achieved under the City's Activity Center Plan, based on the proportionate acreage in each Character District and their respective standards, is substantially less than the maximum permitted under the Countywide Plan.

TABLE 3.7

JOHN'S PASS ACTIVITY CENTER CHARACTER DISTRICT MAXIMUM DENSITY AND INTENSITY STANDARDS

Character District	Residential	Temporary	FAR	Acres	District Percentage
Boardwalk	0	0	1.5/2.0*	1.33	4.9%
Commercial Core	15	60/100*	2.5/3.0*	3.84	14.2%
John's Pass Resort	24	75/100*	2.0/2.5*	7.25	26.8%
Low Int. Mixed Use	18	40/60*	1.5/2.0*	3.09	11.4%
Traditional Village	15	45	2.5/3.0*	4.25	15.7%
Transitional	18	50/75*	1.5/2.0*	7.29	26.9%
				27.04	100%

*Bonus Standards are available only through a Development Agreement

Character District	Residential UPA	Temporary Lodging UPA	Alternative Temporary Lodging UPA*	FAR	Alternative Temporary Lodging FAR*	Impervious Surface Ratio
Boardwalk	0	0	n/a	1.5	n/a	0.85
Commercial Core	15	60	less than one acre 75* one acre or more 100*	2.0	less than one acre 2.2* one acre or more 3.0*	0.85
John's Pass Resort	18	60	less than one acre 75* one acre or more 100*	2.0	less than one acre 2.2* one acre or more 2.5*	0.85
Low Int. Mixed Use	18	40	60*	1.5	2.0*	0.85
Traditional Village	15	45	n/a	2.0	n/a	0.85
Transitional	18	50	75*	1.5	2.0*	0.85

*A Development Agreement is required by the City's Comprehensive Plan, Land Development Regulations, and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard. The Development Agreement must follow all requirements in Forward Pinellas Countywide Rules to use the Alternative Temporary Lodging Use Standard.

**TABLE 3.8
JOHN'S PASS VILLAGE ACTIVITY CENTER AVERAGE DENSITIES AND INTENSITIES STANDARDS
AS COMPARED TO COUNTYWIDE MAXIMUM STANDARDS**

	Existing- Madeira Beach Comprehensive Plan Existing Average Standards	Countywide Plan Existing Average Standards	Countywide Plan Activity Center (Community- Neighborhood Center) Maximum Standard	Highest by right Standards in JPVAC	Average by right Standards in JPVAC	Average Bonus* Standards in JPVAC
Residential UPA	16.07	24.92 <u>25</u>	90-60	24 <u>18</u>	19.44 <u>16</u>	19.44
Temporary Lodging UPA	51.02	38.43 <u>38</u>	150-100	100 <u>60</u>	56.44 <u>50</u>	75.14
FAR	1.24	0.80	3.0 <u>2.0</u>	3.0 <u>2.0</u>	1.93 <u>1.78</u>	2.43

**TABLE 3.9
THE COUNTYWIDE ALTERNATIVE TEMPORARY LODGING USE STANDARDS AS COMPARED TO JOHN'S PASS VILLAGE ACTIVITY CENTER ALTERNATIVE
TEMPORARY LODGING USES DENSITIES AND INTENSITIES STANDARDS**

	Highest Alternative Temporary Lodging Use Standards (Activity Center) in Countywide Plan	Highest Alternative Temporary Lodging Use standard in JPVAC	Average Highest or Alternative Temporary Lodging Use Standard in JPVAC
Temporary Lodging UPA	125	100	70
FAR	4.0	3.0	2.08

ALTERNATIVE TEMPORARY LODGING USE STANDARD

The alternative temporary lodging use standard is detailed in the Forward Pinellas Countywide Rules in Section 5.2.2. The alternative temporary lodging use standards are only allowed with an approved development agreement that at a minimum details concurrency management, design standards, mobility management, and complies with emergency evacuation plans and procedures as required in the Countywide Rules. Local governments may allow the Countywide Plan’s alternative temporary lodging use standards equal to or lesser than what is states in the Countywide Rules (Table 3.10).

All development that uses the alternative temporary lodging use standard as presented in this plan must comply with the Countywide Rules’ required standards at the time of the application. Any new standards adopted by the county after this plan is adopted must be followed to receive the alternative temporary lodging use standards. Development agreements to use the alternative standards in the John’s Pass Village Activity Center must also comply with the requirements for a development agreement in the Madeira Beach Code of Ordinances.

Table 3.10 shows the maximum alternative temporary lodging standards in the Countywide Rules for the Activity Center plan category. The John’s Pass Village Activity Center alternative temporary lodging standards (shown in Table 3.7) do not exceed the allowed standards, and in many cases are more restrictive than the maximum allowed by the Countywide Rules.

TABLE 3.10
ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS IN THE COUNTYWIDE RULES FOR ACTIVITY CENTER PLAN CATEGORY

<u>Property Area</u>	<u>Units/Acre</u>	<u>FAR</u>
<u>Less Than One Acre</u>	<u>75</u>	<u>2.2</u>
<u>Between One and Three Acres</u>	<u>100</u>	<u>3.0</u>
<u>Greater Than Three Acres</u>	<u>125</u>	<u>4.0</u>

TRANSPORTATION

Chapter Four

TRAFFIC GENERATION RATES AND IMPACTS

In Section 6.2.5 of the Countywide Plan, proposed Activity Centers that are ten acres or larger require a transportation impact analysis to compare traffic generation rates of the existing future land use categories with those of the proposed Activity Center. The Countywide Plan includes traffic generation characteristics for each Future Land Use category based on average daily trips (ADT) per acre. The traffic generation rate for an existing future land use category is calculated by multiplying average daily trips per acre by the total number of acres.

Most of John's Pass Village Activity Center currently has a future land use designation of Retail & Services. This category is focused on suburban style retail commercial and employment centers along major transportation facilities that generate a large number of vehicle trips. The traffic generation rate for Retail & Services is 433 average daily trips (ADT) per acre (see Table 4.1).

**TABLE 4.1
EXISTING FUTURE LAND USE TRAFFIC GENERATION RATE**

Existing Future Land Use Categories	Acres	Traffic Generation Rate	Average Daily Trips
Recreation/Open Space	0.46	3	1.39
Residential Medium	3.36	96	322.9
Resort	11.06	279	3086.45
Retail & Services	12.16	433	5263.39
	27.04		8674.13

**TABLE 4.3
CURRENT VS PROPOSED AVERAGE DAILY TRIPS**

Category	Average Daily Trips
Current	8674.13
Proposed	2920.80 4394.72

These traffic generation rates based on the Countywide Plan Standards, illustrate that the average daily trips projected to occur as a result of the reclassification of the Countywide Plan to Activity Center will not increase, and in fact may be reduced.

**TABLE 4.2
PROPOSED FUTURE LAND USE TRAFFIC GENERATION RATE**

Proposed Future Land Use Categories	Acres	Traffic Generation Rate	Average Daily Trips	Average Daily Trips at 50% (Countywide Rule Sec 6.2.5)
Activity Center (Community Neighborhood Center)	27.04	216.325	5841.60 8789.44	4394.72 2920.80

**TABLE 4.4
GULF BOULEVARD 2018 ANNUAL AVERAGE DAILY TRAFFIC (AADT) AND LEVEL OF SERVICE (LOS)**

Facility	Length (mi)	Signals per mile	2018 AADT	Volume	Physical Capacity	V: Cap Ratio	Facility LOS
Gulf Blvd/State Road 699 Treasure Island Cswy to Madeira Beach	2.95	1.758	23950	1065	1960	0.543	D

**TABLE 4.5
GULF BOULEVARD 2020 ANNUAL AVERAGE DAILY TRAFFIC (AADT) AND LEVEL OF SERVICE (LOS)**

Facility	Length (mi)	Signals per mile	2020 AADT	Volume	Physical Capacity	V: Cap Ratio	Facility LOS
Gulf Blvd/State Road 699 Treasure Island Cswy to Madeira Beach	2.95	1.758	21500	940	1960	0.48	D

These annual average daily traffic counts and level of service ratings indicate that Gulf Boulevard operates at an acceptable level of service and has adequate carrying capacity in relationship to current and projected traffic generation attributable to the John’s Pass Village Activity Center.

The future land use category for the proposed John’s Pass Village Activity Center is a **Community Neighborhood** Center Activity Center. This category has a traffic generation rate of 325 average daily trips (ADT) per acre. The Activity Center future land use category is focused on pedestrian, cyclist, and transit user-friendly areas compared to the Retail & Services future land use category, which is more automobile oriented. The Countywide Rules note that the total traffic generation rate for Activity Centers is multiplied by 50 percent. Based on this formula, the total traffic generation rate for the proposed John’s Pass Village Activity Center is 4394.72 average daily trips (ADT) (see Table 4.2). Since the proposed John’s Pass Village Activity Center average daily trips (ADT) are less than the current future land use categories’ average daily trips (ADT), no additional transportation assessment is required pursuant to the Countywide Rules submittal requirements.

EXISTING PUBLIC TRANSIT IN JOHN’S PASS VILLAGE

The Suncoast Beach Trolley and PSTA bus routes serve Madeira Beach. The Suncoast Beach Trolley connects John’s Pass Village with the other barrier island communities in Pinellas County and connects to the Park Street Terminal in downtown Clearwater. This route joins John’s Pass Village with three



Community Center Activity Centers (Madeira Beach Town Center, Treasure Island Downtown Special Area Plan, and Clearwater Beach by Design), a Major Center Activity Center (St. Pete Beach Community Redevelopment Plan), and an Urban Center Activity Center (Clearwater Downtown Redevelopment Plan). Park Street Terminal in downtown Clearwater functions as a transit hub that connects the Suncoast Beach Trolley with various Core, Frequent Local, Supporting Local, and Trolley PSTA routes. In St. Pete Beach, the Suncoast Beach Trolley will connect with PSTA's SunRunner Bus Rapid Transit in September 2022, which will provide high frequency bus service between St. Pete Beach and downtown St. Petersburg. The Suncoast Beach Trolley is PSTA's sixth busiest route with 585,183 total trips in 2019 (PSTA, 2020). The Suncoast Beach Trolley currently operates with 30-minute headways seven days a week, making it one of PSTA's more frequent routes (PSTA, 2020).

Route 68 is a Supporting Local route that serves as a connection among the transit hub at Tyrone Square Mall, Madeira Beach Town Center, and John's Pass Village. The transit hub at Tyrone Square Mall is served by twelve bus routes, which connect it to the rest of Pinellas County. Route 68 serves two Activity Centers: a Major Center (Tyrone Activity Center) and a Community Center (Madeira Beach Town Center). PSTA's Route 68 ridership is 64,580

trips a year and has 60-minute headways (PSTA, 2020).

Within the proposed John's Pass Village Activity Center, there are five existing bus stops. One stop is exclusively served by Route 68, one stop is exclusively served by the Suncoast Beach Trolley, and three stops are served by both routes. These three collaborative bus stops have nearby crosswalks to allow riders to safely cross the street to the stop. While all three bus stops have benches, only two have bus shelters.

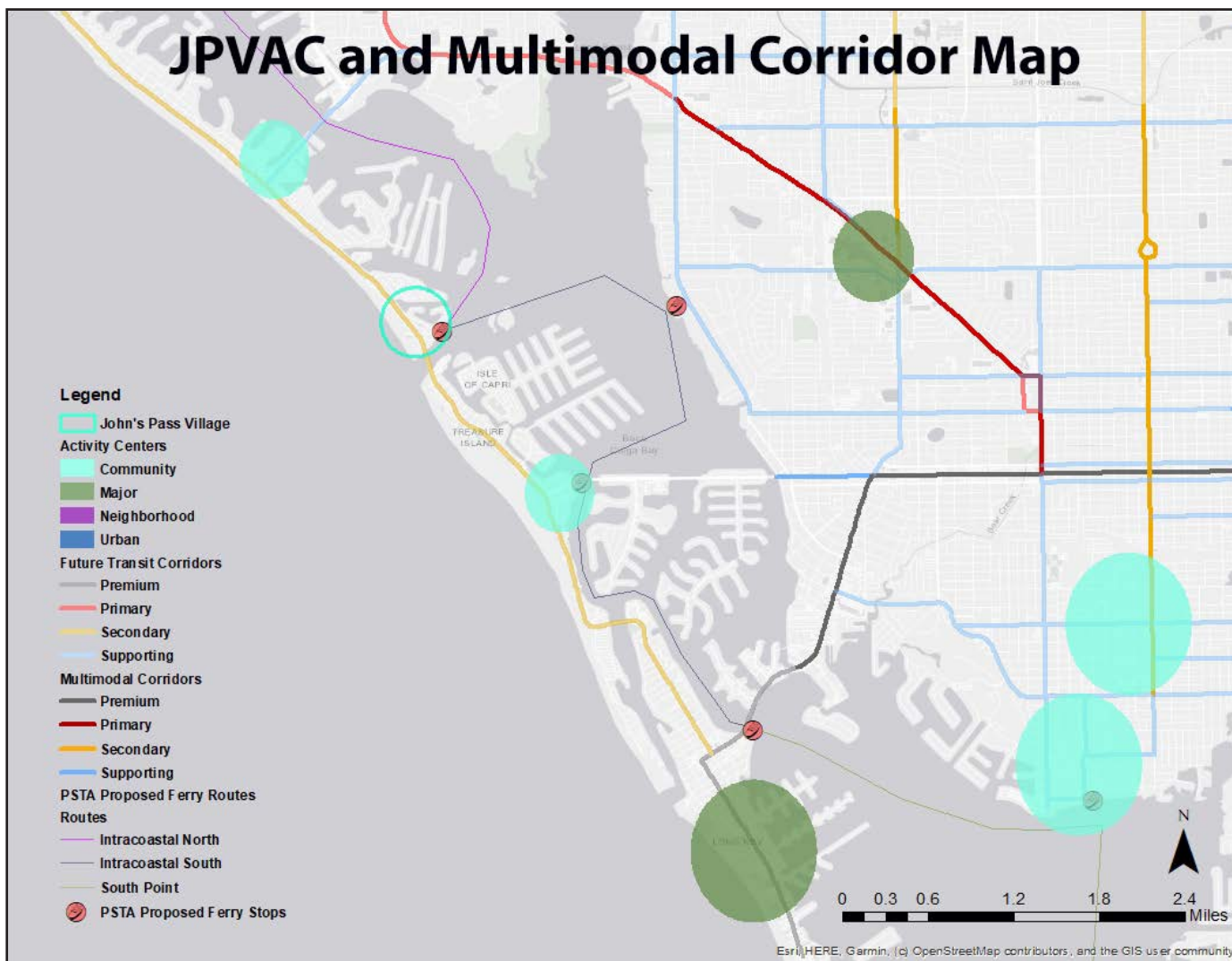
EXISTING ACTIVITY CENTERS, EXISTING MULTI-MODAL CORRIDORS, AND FUTURE TRANSIT CORRIDORS NEAR JOHN'S PASS VILLAGE

PSTA's Transit Development Plan proposes to expand the frequency for both routes that serve Madeira Beach (Suncoast Beach Trolley and Route 68) and proposes increasing the Suncoast Beach Trolley to 15-minute headways (PSTA, 2020). Increasing the frequency of service would help make public transit to and from John's Pass Village more attractive, since riders would have minimal wait times for the next trolley. Tourists staying in nearby beach communities along Gulf Boulevard may

be more apt to ride the Suncoast Beach Trolley to John’s Pass Village, which would reduce the pressure on existing roads and parking facilities. PSTA would like to increase the frequency of Route 68 to 30-minute headways for weekdays and 60-minute headways for weekends to increase ridership (PSTA, 2020). Doubling the frequency of service for Route 68 could potentially raise weekday ridership by 85.8% in PSTA’s Optimal Plan Scenario (PSTA, 2020). Increasing the service frequency for Route 68 would provide transit-dependent riders and choice riders better access from Pinellas County’s

inland communities to John’s Pass Village for recreation and employment.

In the Forward Pinellas Countywide Plan Land Use Strategy Map, the section of Gulf Boulevard within the proposed John’s Pass Village Activity Center is designated as a Secondary Future Transit Corridor. This category is for a corridor that could support investment in frequent transit services for local or regional connectivity. A major goal for the Land Use Strategy Map is to focus Activity Centers along roadway



corridors that are planned to receive future transit investment. Gulf Boulevard already has multiple activity centers, including Madeira Beach Town Center.

The Forward Pinellas Waterborne Transportation Committee is having PSTA study expanding ferry service in the Tampa Bay Metro Area. Forward Pinellas is developing a revised waterborne transportation section in their Advantage Pinellas: Long Range Transportation Plan. In their System Plan Vision, there are two routes proposed to connect to John’s Pass Village. The North Intra-coastal Route would travel from North Beach Clearwater Marina with stops at Sand Key, Belleair Bluffs, Indian Rocks Beach, and John’s Pass Village. The South Intra-coastal Route would travel from John’s Pass Village and connect to Jungle Prada, Treasure Island, and St. Pete Beach. John’s Pass Village is the fifth highest scoring waterborne stop in the Proposed Countywide Waterborne Policy Framework. Any proposed route in the System Vision Plan would require a local funding match for capital and operating expenses.

**TABLE 4.6
CITY OWNED PARKING IN PROPOSED JPVAC**

Location	Regular Spaces	Handicap Spaces	City Vehicle Spaces	Employee Spaces
John’s Pass Village Parking Lot	53	4	1	2
Village Blvd	111	3	0	0
John’s Pass Park (South Beach)	89	10	1	0
130th Ave W	76	2	0	0
131st Ave W	6	0	0	0
132nd Ave W	26	2	0	0
133rd Ave E	12	1	0	0
133rd Ave W	5	0	0	0

RELATED TRAFFIC AND PARKING CONSIDERATIONS

Gulf Boulevard, also known as State Road 699, is the only arterial road that crosses through the proposed John’s Pass Village Activity Center. It is a signalized arterial road with four lanes (two lanes in each direction) and a divided median. The right-of-way width of Gulf Boulevard varies between 80 and 100 feet within the proposed Activity

Center. The speed limit through the proposed Activity Center is thirty-five miles per hour, and traffic lights are currently located in the proposed Activity Center. In 2019 and 2021, Forward Pinellas released Annual Level of Service Reports related to state and county roads within Pinellas County. Gulf Boulevard has a Level of Service of D, which is acceptable for an arterial road in an urbanized area. Gulf Boulevard is not projected to have capacity issues in the near future.

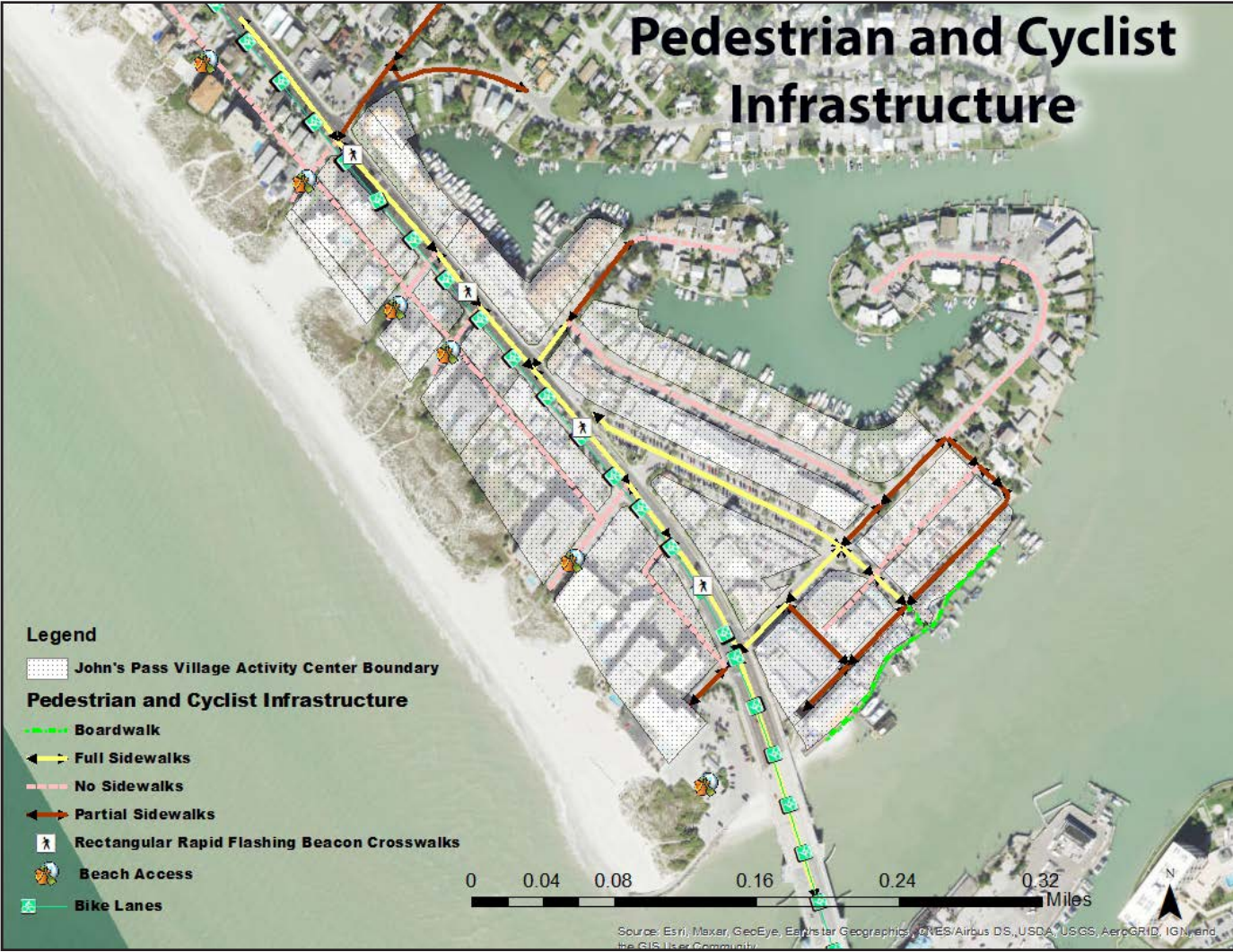
Within the proposed John’s Pass Village Activity Center are city-owned public parking spaces located on the street, at the beach access points, and at surface parking lots. There are 385 regular spaces, twenty-three handicap spaces, two city vehicle spaces, and two employee spaces. In the Madeira Beach Code of Ordinances Sec. 110-954. - Special parking areas, John’s Pass Village has a special parking area designation that reduces the required parking to be 50% of the otherwise required minimum number of parking spaces. This reduction of required parking is because John’s Pass Village is a compact, interrelated mix of commercial uses that leads to some internal capture of vehicle trips.



PEDESTRIAN AND BICYCLE CONNECTIVITY AND CIRCULATION

The section of Gulf Boulevard located in the proposed John's Pass Village Activity Center has bike lanes and sidewalks on both sides of the corridor. Four Rectangular Rapid Flashing Beacon-equipped crosswalks connect the condominiums

and tourist-oriented development on the beach side of Gulf Boulevard to John's Pass. There is an additional pedestrian connection under John's Pass Bridge that allows pedestrians to travel between South Beach Park and John's Pass Village without having to cross Gulf Boulevard. Within the Proposed Activity Center, Beach Access Points are located at 133rd Ave W, 132nd Ave W, 131st Ave W, 130th Ave W, and South Beach Park.



The boardwalk is a unique pedestrian amenity in John's Pass Village. The

boardwalk runs along the waterfront of John's Pass Village and is exclusively for pedestrians. Different types of businesses are located along the boardwalk, which focus on catering to tourists visiting John's Pass Village and marine-related uses. Many businesses have their entrances located directly on the boardwalk.

Some challenges exist related to expanded pedestrian and bicycle connectivity within the proposed John's Pass Village Activity Center. Outside of Gulf Boulevard and Village Boulevard, many streets within the proposed Activity Center lack sidewalks or only have a sidewalk on one side of the street. The right-of-way of many local streets within the proposed Activity Center is very constrained, making sidewalk installations on both sides of the street impractical. Gulf Lane and Fisherman's Alley



have the most restricted rights-of-way at only fifteen feet wide. Boardwalk Place has a right of way that is thirty feet wide with a sidewalk on one side of the street. The narrow right-of-way also restricts the potential to install bike lanes within these minor internal streets.

CONCLUSION

John's Pass Village is well-connected and served by Pinellas County's multi-modal transportation system. The proposed John's Pass Village Activity Center sits along Gulf Boulevard, which connects it to other Activity Centers within Pinellas County. John's Pass Village is currently served by two PSTA routes (Suncoast Beach Trolley and Route 68); both routes are proposed to receive more frequent service in PSTA's Transit Development Plan. Improving pedestrian and bicycle access within John's Pass Village will be an important priority where right-of-way allows. The proposed Activity Center Plan for John's Pass Village will complement and further the Countywide Land Use Strategy Map for Future Transit Corridors, PSTA's Transit Development Plan, and current efforts at enhancing waterborne ferry service.



COASTAL HIGH HAZARD AREA CONSIDERATIONS

Chapter Five

BACKGROUND AND CONTEXT

The entire City of Madeira Beach is within the Coastal High Hazard Area (CHHA). All the barrier island communities in Pinellas County – many of which have prepared and approved similar special area plans (Treasure Island, St. Pete Beach, Madeira Beach, and Clearwater) – are also located in the CHHA and Special Flood Hazard Area (SFHA). It is therefore important to identify the special challenges, considerations and opportunities inherent in preparing and implementing this special area plan for John’s Pass Village in the context of its location within the CHHA. The definition and requirements of the Coastal High Hazard Area are found in Section 163.3178 F.S. and the Countywide Rules, Article 4 - Plan Criteria and Standards, and Article 8 – Terms and Definitions.

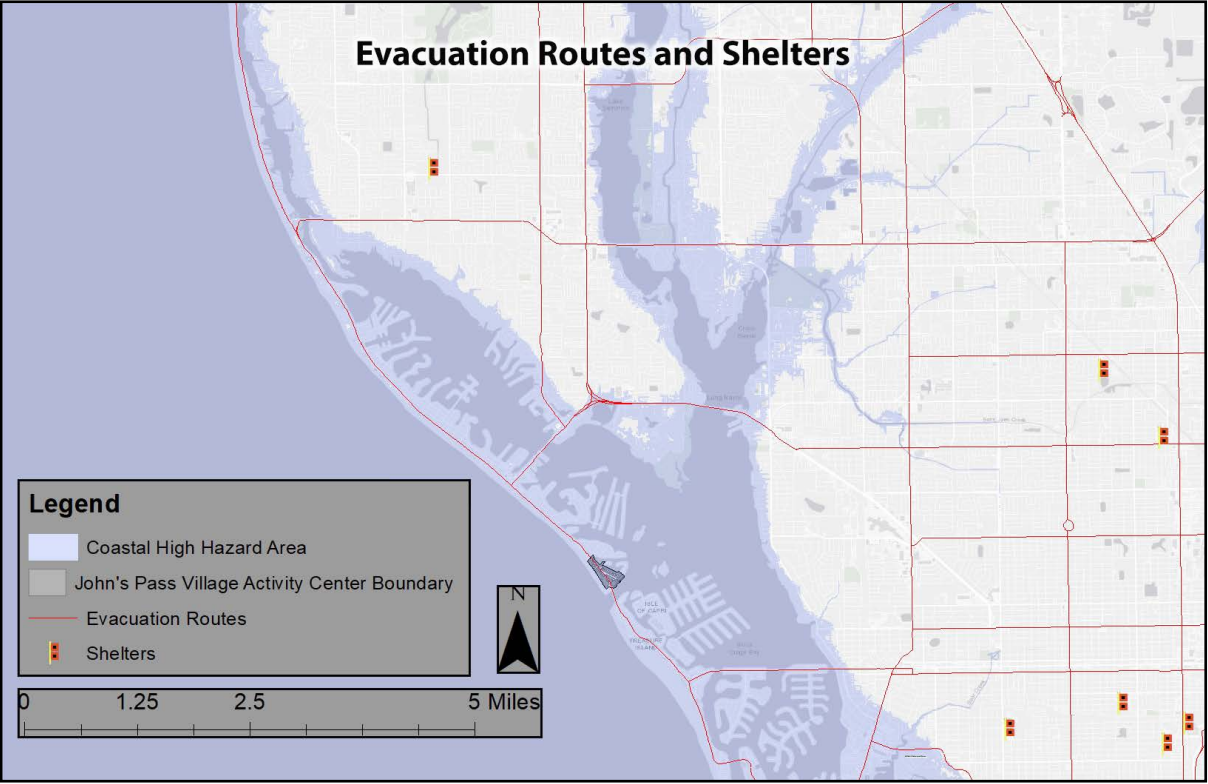
The CHHA is defined as follows:

“The area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.”

The City’s Comprehensive Plan has been prepared and found consistent with the applicable provisions of Section 163.3178; and the proposed amendment to the Comprehensive Plan and the Countywide Future Land Use Map embodied in this Activity Center Plan has been prepared consistent with the provisions of Section 163.3178(8)(a) and the Countywide Rules, Article 4, Section 4.2.7. The City of Madeira Beach participates in the Community Rating System (CRS) and continuously adopts higher regulatory standards for building in the floodplain.

The policies, procedures and standards set forth in the Activity Center Plan for John’s Pass Village, and the corresponding development regulations to be adopted to assist in the administration and implementation of the Plan, include the following important objectives:

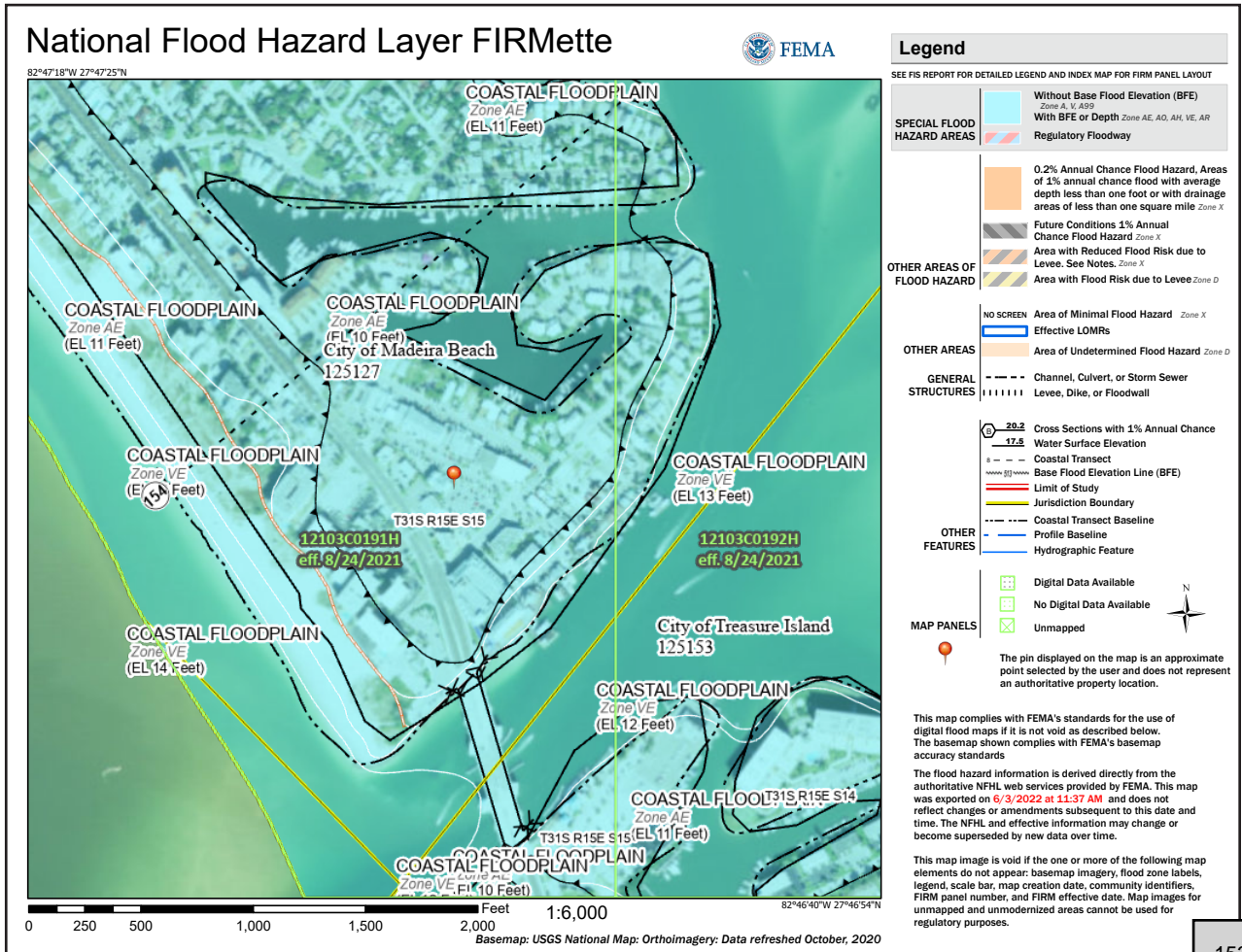
- To promote the sustainability, both economically and environmentally, of existing and planned development.
- To allow for needed infrastructure improvements that serve the existing and future built environment and enhance its function and resiliency.



APPLICABLE FLOODPLAIN MANAGEMENT PROVISIONS

The Coastal A Zone (CAZ) is defined by the Limit of Moderate Wave Action (LiMWA) line. Locations within the CAZ can expect to get wave heights from 1.5 to 3 feet during a base flood event. Therefore, the CAZ has higher standards for construction than a regular AE zone. In Madeira Beach Coastal A Zones are regulated like V Zones. A portion of the John's Pass Village Activity Center is located within the CAZ; these areas include most areas west of Gulf Boulevard, the Boardwalk Character District, and small portions of the Commercial Core Character District. Development is allowed to floodproof commercial areas on the ground floor in the CAZ with a letter from an engineer showing and stating that the flood velocity does not exceed five feet per second and showing that conformance with certain human intervention limits can be achieved.

Locations within the floodplain only allow commercial areas to be floodproofed and no living space is allowed below base flood elevation plus freeboard. Madeira Beach's freeboard is four feet to account for future sea level rise and takes into consideration the vulnerability assessment provided by Pinellas County.



COUNTYWIDE PLAN AND RULE CONSIDERATIONS

Countywide Plan Goals Pertinent to the Coastal High Hazard Area

The Countywide Plan Strategies set forth goals and strategies that serve as the basis for the Countywide Plan, including the Plan Map and Implementing Rules. The goals and strategies are organized under three main components – Land Use, Transportation, and Intergovernmental Coordination.

The goals and strategies particularly relevant to the Activity Center Plan and its location in the Coastal High Hazard Area are the following:

- Land Use Goal 3.0: *Land Use Strategy Map* - by directing future development consistent with the Land Use Strategy Map and the Locational Criteria for Activity Center Subcategories as proposed in this plan amendment.
- Land Use Goal 6.0: *Transit-Oriented Plan Categories* - by utilizing the Activity Center category to recognize those areas of the county within each local government jurisdiction that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate density/intensity, and pertinent planning considerations.

- Land Use Goal 10.0: *Tourism* - by recognizing that tourism is, and will remain, a significant part of the city and county economy and providing for its retention and revitalization, including provision for higher temporary lodging use densities in appropriate locations.

- Land Use Goal 13.0: *Coastal High Hazard Area* - by addressing the specific criteria for evaluating density/intensity increases in the Coastal High Hazard Area as set forth in Article 4, Section 4.27 of the Countywide Rules as set forth below, including ensuring that any proposed density increases for temporary lodging use are consistent with disaster plans pursuant to Pinellas County requirements.

- Land Use Goal 16.0: *Planning and Urban Design Principles* - by addressing the specific design strategies enumerated under this goal as set forth in Chapter Six of this Activity Center Plan.

Countywide Rule Criteria for Consideration of Countywide Plan Map Amendments in the Coastal High Hazard Area (CHHA)

Article 4, Section 4.2.7 of the Countywide Rules identifies the factors that may be considered in evaluating any amendment that has the potential to increase density/

intensity in the CHHA. Specifically, the Planning Council and Countywide Planning Authority may approve such an amendment at their discretion, based on balancing the following criteria determined to be applicable and significant:

- *Access to Emergency Shelter Space and Evacuation Routes* - The two closest causeways that connect Madeira Beach to the mainland are the Tom Stuart Causeway and Treasure Island Causeway. There are four shelters under eight miles from the John's Pass Village Activity Center and seven shelters under nine miles from the Activity Center. The Activity Center mainly increases the density of commercial uses (retail, services, and tourist accommodations). All temporary lodging facilities will be required to comply with the County's Emergency Management provisions of Chapter 34, Article III
- *Utilization of Existing and Planned Infrastructure*- given that the proposed Activity Center designation for John's Pass Village largely reflects what has been in place for many years, it will be served by the existing infrastructure system and the planned improvements to be addressed on an on-going basis through the City's Capital Improvement Program.
- *Utilization of Existing Disturbed Area* - the proposed amendment applies to existing "disturbed," built areas and no natural areas that buffer existing development

from coastal storms will be altered.

- *Maintenance of Scenic Qualities and Improvement of Public Access to Water* - existing scenic qualities will be maintained and enhanced wherever there is an opportunity to do so. The overall plan for the Activity Center will enhance public access and visibility to and through the Village, as well as encouraging new opportunities to view and access the surrounding waterfront through revitalization and redevelopment activities.
- *Water Dependent Use* - a significant and unique feature of the John's Pass Village Activity Center is the variety of water-dependent uses located along John's Pass. The Activity Center Plan recognizes and provides for the continuation of these uses.
- *Part of Community Redevelopment Plan* - the Activity Center Plan is an important part of the City of Madeira Beach Comprehensive Plan, is consistent with the provisions for a "community redevelopment plan" and "redevelopment area" as defined by Section 163.340 F.S., and is specifically prepared to be consistent with the Countywide Plan and Rules.
- *Overall Reduction of Density or Intensity* - the proposed amendment to Activity Center on each the City and Countywide plans may, in certain cases, increase density

and/or intensity on a given parcel within the Activity Center. In this instance, there will not be, and in fact cannot be, any corresponding reduction to the overall density/intensity in the surrounding CHHA-since the Activity Center, the City as a whole and the surrounding barrier island area are in the CHHA. The potential increase in density for residential and temporary lodging use as compared to the existing City Plan standards is minor. Conversely, and significantly, there will be an overall reduction in permitted density for residential use compared to existing Countywide Plan standards. The proposed increase in floor area intensity standards in each the City and Countywide Plan will better reflect existing floor area ratios, the desire to promote mixed use, and in furtherance of the objective to foster the concentration of activity within the limited area of the Activity Center that will support public transit and pedestrian utilization.

The proposed density/intensity standards for the Activity Center better reflect the existing and desired future development characteristics and distinguish the type of use and density/intensity among the six Character Districts.

- *Clustering of Uses* - since the entire city, including the area encompassing the Activity Center, is within

the CHHA, there is no opportunity or ability to cluster uses outside the CHHA.

- *Integral Part of Comprehensive Planning Process* - the Activity Center Plan has been prepared as an important part of the City's comprehensive planning process; and is provided for in, and is consistent with, its Comprehensive Plan. The John's Pass Village Activity Center Plan represents the expressed objective of the city to recognize and provide for the preservation and enhancement of this vital tourist, business, and residential component of the city.

In summary, this Activity Center Plan has been prepared consistent with, and based on full consideration of, the provisions of the Countywide Rules, Section 4.2.7 and the criteria in Section 4.2.7.1 A-I.

4.2.7.2 The creation of the John's Pass Village Activity Center does not allow permitted uses of hospitals, nursing homes, convalescent homes, adult living facilities, recreational vehicles and mobile homes.

4.2.7.3 As stated above, the overall allowable density and intensity in the proposed activity center is based on the present development patterns and plans for future tourism development, and is established to be consistent with the criteria set forth in the Countywide Plan Rules.

PLANNING AND URBAN DESIGN PRINCIPLES

Chapter Six

PURPOSE AND APPLICABILITY OF DESIGN PRINCIPLES

This Chapter is consistent with the Urban Design Principles detailed in Section 6.2.6 of the Countywide Plan requirements and Land Use Goal 16.0 in the Countywide Plan Strategies. These design principles are particularly relevant to the Activity Center plan designation in relation to current and future transit service and the other multi-modal facilities that will serve the Activity Center. This section evaluates all the Countywide Plan Urban Design Principles (Section 6.2.6), which includes location, size, density/intensity, connectivity, site orientation, public realm enhancements, ground floor design and use, and

transition to neighborhoods. The preservation and enhancement of John's Pass Village's unique character will be identified and memorialized in the urban design principles.

The Madeira Beach Comprehensive Plan supports the recognition and enhancement of John's Pass Village through several policies:

- Policy 1.9.6 The City shall recognize John's Pass Village for its unique focal points of tourism, employment, commerce, and housing and shall encourage redevelopment/revitalization and assist in maintaining the beach community theme.
- Policy 1.9.8 Redevelopment within the area adjacent to John's Pass Village and east of Pelican Lane shall be of a type that is in character with the overall design theme of the area.
- Policy 1.9.9 The City shall allow zero lot line, cluster, or other nontraditional lot layout or site design for John's Pass Village.

EXAMINATION OF PLANNING AND URBAN DESIGN STRATEGIES

The purpose, objectives, and application of these design strategies are set forth below.

Location, Size, and Density/Intensity Standards

The location, size, and density/intensity standards proposed for John's Pass Village Activity Center are consistent with the purpose and objectives of this strategy. The density/intensity recommendations for the Activity Center do not exceed the standards or conflict with Urban Design Principles.

- The area is bounded by John's Pass and the Intra-coastal Waterway on the south and east, and the Gulf of Mexico on the west.
- Gulf Boulevard, the main north-south artery on the Gulf beaches, is identified as a "Future Secondary Transit Corridor" on the Countywide Land Use Strategy Map. Gulf Boulevard serves as the primary transit corridor for

the John's Pass Village Activity Center. The Pinellas Suncoast Transit Agency bus and beach trolley service Gulf Boulevard and directly serve the proposed Activity Center. Through the development of the Activity Center, densities and intensities will be located along and near the future secondary transit corridor.

- The "Village" is located along and within a walking distance of ¼ to ½ mile from existing transit stops.
- The area's small size is dictated by both its geophysical boundaries and its traditional core and peripheral development pattern, which are distinguished by the six character districts with unique density/intensity standards.
- Future development will promote internal circulation for pedestrians and bicyclists and connectivity to transit service. These specific features will be examined and enhanced as part of the project review process. One of the design objectives is to better separate and direct pedestrian and vehicular movement within the "Village" for both safety and efficiency purposes.

The Madeira Beach Comprehensive Plan states the following regarding density and intensity standards:

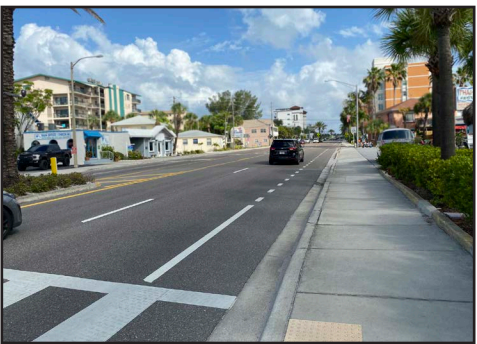
- Policy 1.5.3 Ensure the scale of proposed development shall be appropriate to the level of accessibility with more intensive development located in those areas with high accessibility.



Connectivity

Connectivity improvements are a major objective for the Special Area Plan. Gulf Boulevard is the main artery of the Pinellas County barrier islands and links John’s Pass Village to other barrier island Activity Centers. These Activity Centers provide for and encourage growth with additional transit use. The challenge and a key initiative of the Activity Center Plan is to locate and design the transit connections on Gulf Boulevard to achieve the following:

- A more visible, direct and safe connection for pedestrians to and from the Village.
- An improved connection to off-street parking to reduce automobile traffic within the Village and provide improved connection to the transit system for both automobile and bicycle travel.



Additional external access and connectivity can be achieved by providing for sidewalk and bicycle lane improvements through redevelopment - both within and peripheral to the Activity Center which will be facilitated by the proposed mixed-use and density/intensity standards of the Plan. Internal connectivity is a focal point of the Plan and a key to its ultimate success. Among the relevant considerations to be addressed are the following:

- To establish a clear and consistent way-finding system to avoid unnecessary confusion and conflict among modes of travel.
- To establish a clear circulation pattern for automobile travel through the Village to avoid congestion and conflict.
- To recognize and provide a clear distinction through signage and entry features that will avoid unintended traffic into and through the residential neighborhoods at the east end of 129th and 131st Avenue East.

The combination of these measures will improve connectivity to and within the Village and enhance the attractiveness and utilization of public transit on Gulf

Boulevard as a “Secondary Transit Corridor.”

The Madeira Beach Comprehensive Plan states the following regarding connectivity:

- **Policy 1.5.5:** Promote pedestrian-oriented areas within concentrated development and activity areas.
- **Policy 1.5.7:** Minimize existing and potential traffic hazards by coordinating land use and traffic circulation decisions.
- **Objective 1.9:** Redevelopment shall be designed and constructed as orderly, planned, mixed-use development featuring pedestrian friendly design and protection of the natural environment.

Site Orientation

Site orientation is a strength of John's Pass Village – particularly along Village Boulevard and the Boardwalk. The purpose of focusing on site orientation is to create a convenient, safe, and comfortable pedestrian experience in relationship to the buildings that adjoin the public right-of-way or building entryway.

Many buildings in the Traditional Village, Boardwalk, and Commercial Core Character Districts are oriented towards the pedestrian. The photos on this page show an example of a pedestrian-oriented front facade with parking on the ground level and limited business and temporary lodging access through the alley in the back of the building. This is an ideal example of site orientation. The pedestrian is unaware of the parking in the back of the building and is able to interact with the ground level of the building. Most buildings within the Traditional Village have ground-level and some second-level commercial businesses with limited parking in the rear of the property and public street parking in the front of the building. Pedestrians are encouraged to visit stores through the wide tree-lined sidewalks. In the Boardwalk Character District, the ground level is mainly reserved for boating and open restaurant use, while the second level commercial opens on the boardwalk. This encourages pedestrians to walk along the boardwalk

and visit shops. See the next page with examples of site orientation within the Traditional Village, Boardwalk, and Commercial Core Character Districts.

The resort residential area along Gulf Boulevard has good visual access from this main travel corridor, while its individual buildings are more frequently interrupted by automobile access and parking – a characteristic that





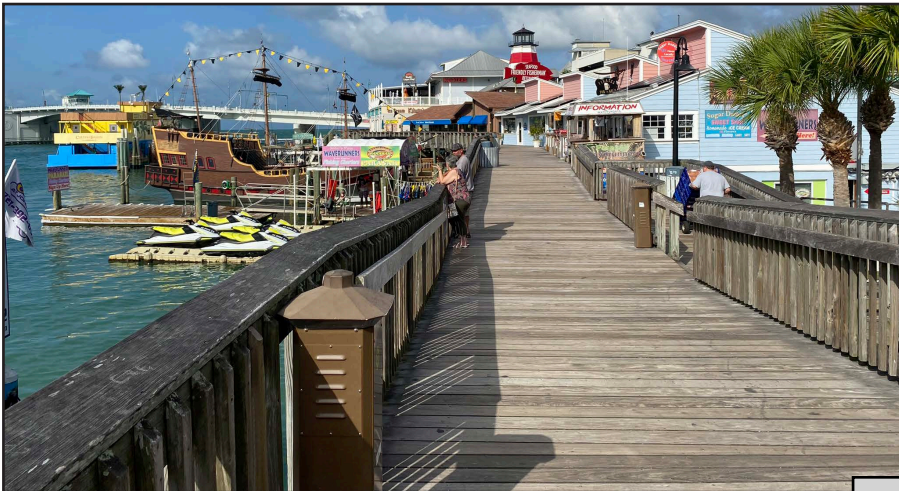
Traditional Village: shaded walking area, wide sidewalks, parking in rear and public parking in front.



Commercial Core: pedestrian activity surrounding a camouflaged parking garage



Boardwalk: access on the boardwalk with restaurant seating along the boardwalk.



Boardwalk: shops and restaurant access on the boardwalk docks with restaurant seating and boating excursions.

detracts from its site orientation. Its improvement will be the focus of future redevelopment project review.

Additional attention will be given to the relationship of the uses in the Commercial Core District on 129th Avenue West and the “back” or east side of the uses in the Traditional Village District that abuts the Low Intensity Mixed Use District. Future redevelopment projects in the Commercial Core and Traditional Village Districts will need to recognize and seek to improve their orientation – both visual and physical – to the Boardwalk District and the John’s Pass waterfront.

Overall, the scale and size of the development pattern in John’s Pass Village contributes positively to building orientation, pedestrian connectivity, and the reduction in the need for on-site automobile use and parking.

The Madeira Beach Comprehensive Plan states the following regarding connectivity:

- **Policy 4.1.5.5:** Promote pedestrian-oriented areas within concentrated development and activity areas.
- **Objective 4.1.9:** Redevelopment shall be designed and constructed as orderly, planned, mixed-use development featuring pedestrian friendly design and protection of the natural environment.



Pelican Lane: rear of Traditional Village District contains dumpsters that overlook residential and resort uses in the Low Intensity Mixed Use District.



Public Realm Enhancements

The public realm refers to the publicly owned space – the public street and walkways – as well as privately owned space adjoining the rights-of-way that can be accessed and used by the public. Its purpose is to facilitate safe and convenient travel of a multi-modal nature and to create opportunities for identity and place-making.

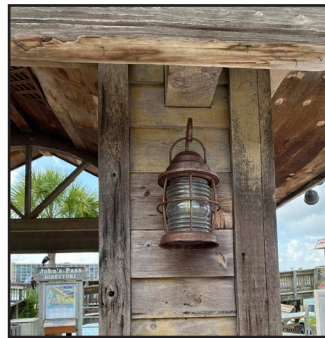
In relationship to multi-modal travel, a strategically located transit hub that provides for transit connections to parking, bicycle and pedestrian facilities would be of great assistance in establishing the “point of entry” from the Gulf Boulevard corridor to the Village.

Within the Village, pedestrian safety and comfort will be achieved by maintaining an unobstructed means of accessing both the Traditional Village and Commercial Core Districts.

In any redevelopment initiative, the opportunity to enhance small, public landscape, and seating areas will be considered. In particular, two key focal points – one at the main pedestrian point of access to Village Boulevard, and one at the

southern terminus of Village Blvd. at 129th Avenue West – are identified as having significant place-making potential and the establishment of way-finding, public seating and landscaping to enhance the public realm.

In the past there was an effort to create unified public realm improvements. Way-finding signs, lights, street signs, and other features were designed



with a “fishing village” aesthetic. Some of these features still remain in the Village. There are an assortment of light features, benches, signs, and trash receptacles within the Activity Center. Efforts for a cohesive public realm are important to create a sense of place.

The Madeira Beach Comprehensive Plan states the following regarding public realm enhancements:

- **Policy 1.10.1:** The city entranceway areas shall reflect the beach community character of the community, water-related activities, and include mixed uses.
- **Policy 1.10.2:** As part of a beautification effort, the City shall cooperate with service providers and Pinellas County to establish a plan that calls for the eventual burial of all existing utility lines.
- **Policy 1.10.3:** The City shall coordinate with the Florida Department of Transportation to install landscaped medians within the Gulf Boulevard right-of-way.



A walkway to the beach in JPV Activity Center.



An example of landscaped median on Gulf Boulevard with bike lanes and a pedestrian crosswalk.

Ground Floor Design and Use

The objective of considering ground floor design and use is to provide for continuity of interaction between the public right-of-way and adjoining private use – particularly where such use is designed to serve and be oriented to the pedestrian. The utilization of ground floor space is directly related to and intended to work in concert with the previously discussed design principles of “connectivity” and “site orientation.”

The current development pattern in John’s Pass Village



achieves the desired objective and provides for direct, uninterrupted access and use of the ground floor of the existing structures.

Future challenges to maintain this positive feature will arise during redevelopment that involve one or more of the following characteristics:

- A building of more than one or two stories where the upper floors are to be used for purposes such as residential or temporary lodging and that will require a more public mixed use on the ground floor.
- The need to address required flood elevation and flood-proofing requirements in recognition of the Coastal High Hazard Area and flood zone designations applicable in the Village.

Given the existing development pattern and predominant ground floor design and use, new or altered development will be reviewed and required to maintain this desirable characteristic as part of the Activity Center Plan and its implementation procedures.

Transition to Neighborhoods

This planning and urban design principle is directed at recognizing and protecting the character of adjacent neighborhoods. In John's Pass Village, where the existing development pattern has been in place for many years, much of the area on its periphery is well-established and reflects the change in type and density of use that is desirable.



Center itself between the back or east side of the Traditional Village District that abuts Pelican Lane and the Low Intensity Mixed Use District. One means of addressing the physical appearance of the backside of the Traditional Village District uses will be to require any renovation or redevelopment of those uses to improve the building finishes and the unified collection, location, and screening of appurtenant structures and equipment. To the extent feasible in the limited space

To further this design principle, the Activity Center Plan has specifically provided for the Transitional District as part of the Activity Center along Gulf Boulevard at its northern terminus. This character district provides for a step-down in temporary lodging use density, as well as non-residential floor area intensity from the John's Pass Resort District.

The adjoining uses north of the Activity Center are now, or proposed to be, designated for the types of use and density/intensity governed by the existing Resort plan category and accompanying zoning standards.

Two areas warrant additional consideration as to the transition principle. The first is within the Activity



available, landscape screening would also be desirable. Similarly, the existing and any proposed new or changed use in the Low Intensity Mixed Use District should reflect the need to distinguish and appropriately landscape the frontage along Pelican Lane from the west side of the street.

The second significant point of transition to receive additional consideration includes the exclusively residential areas at the eastern edge of the Activity Center on 129th, 131st, and 133rd Avenue East. These are especially challenging locations given that their sole points of entrance/exit are through or at the northern edge of the Activity Center. The transition from the Activity Center to these residential neighborhoods will require sensitive treatment, including the type, density/intensity, and building scale, of new or changed use at the eastern edge of the Low Intensity Mixed Use, Commercial Core and Transitional Character Districts. This transition would be further aided by a clear delineation through signage and entry features that will signify their entrance to residential neighborhoods with no separate

exit. This should help reduce unintended tourist or visitor traffic into the neighborhood and the resultant traffic inefficiencies and confusion on the part of the non-resident visitors.



The Madeira Beach Comprehensive Plan states the following regarding neighborhoods, residential and commercial areas of the city:

- **Policy 1.7.3:** The City shall ensure that existing residential land uses are protected from the encroachment of incompatible activities; likewise, other land uses shall be protected from the encroachment of incompatible residential activities.
- **Policy 1.7.4:** Land development patterns shall recognize and support the preservation of neighborhoods.
- **Policy 1.7.6:** Residential land uses shall be compatible with the type and scale of surrounding land uses.
- **Policy 1.8.2:** The City shall ensure that within any mixed-use development proper separation and buffering shall be required and maintained between residential and nonresidential land uses and shall be installed when a change of use or increase in intensity occurs.
- **Policy 1.8.3:** The City shall promote commercial

development in areas where a projected demand for those uses exists, where the use is compatible with the surrounding area, and where existing or programmed facilities will not be overburdened by matching planned commercial land uses to the projected demand.

- **Policy 1.8.4:** Commercial land uses shall be located, in a manner which ensures the compatibility with the type and scale of surrounding land uses and where existing or programmed public facilities shall not be degraded beyond the adopted level-of-service.
- **Policy 1.8.6:** Commercial development west of Gulf Boulevard shall be limited to only those uses associated with seasonal tourist accommodations, excluding general retail uses.
- **Policy 1.8.7:** The City shall encourage tourist-related development and redevelopment to reflect the beach community character of the City.
- **Policy 1.8.10:** Ancillary commercial uses may be incorporated into the Resort Facilities Medium and Resort Facilities High land use plan categories.

- **Policy 1.8.13:** The City shall encourage the concentration and/or clustering of commercial development.

Implementation of Planning and Urban Design Principles

The foregoing planning and design principles will be applied through a combination of measures that will include the following:

The Activity Center Plan

The plan itself has articulated the general purpose, features and overall design strategies to be pursued through the adoption of the Plan and its corollary means of achievement.

Activity Center Zoning Districts

New zoning districts will be established to be consistent with and help to achieve the Plan. The new zoning districts will be established concurrent with or within one (1) year of Plan adoption and will contain more detailed and specific guidelines for new or changed development within John's Pass Village Activity Center on a project-by-project basis.

The City's Site Plan Review Process

As set forth in the zoning regulations, this review process will provide an additional means of detailed review for the urban design strategies for projects of a certain size or composition. Development Agreements will be required for density or intensity bonuses. These must go before the local Land Planning Agency (Planning Commission) and Board of Commissioners for approval.

Future Design Concept Plan

It is recommended as part of the Activity Center Plan, that a future design study be authorized to suggest specific design prototype opportunities and their composition that will address multi-modal objectives, internal vehicular and pedestrian circulation, and public realm enhancements (e.g., matching lights, way-finding signage, benches, trash receptacles).

IMPLEMENTATION STRATEGIES

Chapter Seven

PLAN ADOPTION AND AMENDMENT STEPS

There are several major steps or action items that are required to adopt and implement the John's Pass Village Activity Center Plan. These major steps are outlined below.

Amendment of the City's Comprehensive Plan to Establish the Activity Center Plan Category

To adopt an Activity Center Plan and subsequently create it on the City's Future Land Use Map, the Activity Center category must first be established in the Future Land Use Element of the Comprehensive Plan. The first step in this process is to bring forward and consider an ordinance to establish the Activity Center Plan category within Section 3.3, Future Land Use Element, Policy 1.1.2 as a new Mixed-Use category of the Comprehensive Plan.

Adoption of John's Pass Village Activity Center Plan; and

Amendment of the City's Future Land Use Map to Place the Activity Center Plan Category on the Plan Map.

These two separate items require, and are comprised of the subparts or incremental steps that include the following:

- Recommendation by the Local Planning Agency and action by the City Commission on first reading of an ordinance to adopt the Activity Center Plan.
- Recommendation by the Local Planning Agency and action by the City Commission on first reading of an ordinance to amend the Future Land Use Map to designate the Activity Center Plan category on the Map.
- Receipt and consideration of any comment by the State Department of Community Affairs on the two ordinances transmitted for review.
- Recommendation by Forward Pinellas and action by the Countywide Planning Authority on the

City's application to approve the Activity Center Plan as the basis for an amendment to establish the Activity Center (~~Community~~ Neighborhood Center) designation on the Countywide Plan Map and the Land Use Strategy Map.

- Approval by the City and final reading of an ordinance to adopt the John's Pass Village Activity Center Plan; and an ordinance to amend the City's Future Land Use Map to place the Activity Center Plan category on the Future Land Use Map.

AMENDMENT OF THE CITY'S CODE OF ORDINANCES TO ESTABLISH THE JOHN'S PASS VILLAGE ZONING DISTRICT(S)

To establish a zoning district(s) that corresponds to and assists in the administration of the Activity Center Plan, an ordinance to amend the Zoning Map and provide for the uses, standards and procedures applicable to the district will be prepared and brought forward for consideration as an amendment to Chapter 110, Zoning, Article V – Districts, of the Code of Ordinances.

Land Development Regulation/Zoning Amendment (Ordinance)

These amendments will be written and considered by the City subsequent to, and within one (1) year of adoption of the Activity Center Plan and amendment of the City's Future Land Use Plan Map, to support the implementation of the Activity Center Plan.

Transmittal to Forward Pinellas

Upon adoption of the John's Pass Village Zoning Districts, the ordinance will be sent to Forward Pinellas in fulfillment of the requirements of Sec. 6.2.3.2 of the Countywide Rules.

PROJECT REVIEW AND COORDINATION

In addition to the adoption of the plan amendment and accompanying zoning regulations, an important component of the implementation process will be both individual privately - initiated redevelopment projects and public initiatives and infrastructure improvements.

Private Redevelopment Initiatives

The review and coordination of individual private development and redevelopment projects pursuant to the procedures and standards of the Activity Center Plan and the Activity Center Zoning District(s) will be an important implementation measure.

Public Initiatives and Coordination

The consideration and coordination of public investment needs and opportunities through the City's Capital Improvement Program, in conjunction with county and state resources where available, and in concert with private sector project initiatives, will be pursued as appropriate.

8/10/2023

To: Rodney Chatman
Planning Division Manager
Forward Pinellas

From: Joe Borries
Response and Recovery Manager
Pinellas County Emergency Management

Subject: Proposed John's Pass Village Activity Center Adoption Application in Madeira Beach.

The scope of this review includes an assessment of surge risk, potential flood hazards, feasibility of emergency evacuations, impacts on the county's shelter demand, and recommended mitigation measures to minimize these impacts.

The following summary is a response to the City of Madeira Beach's proposed 2023-01 ordinance for adopting the John's Pass Village Activity Plan.

Review Summary:

1. The digital elevation model (DEM)¹ indicates ground elevations within the project area between 3 and 6 feet (*Attachment 1*).
2. The entire area is located in the Coastal Storm Area (CSA)² identified in the Pinellas County Comprehensive Plan and lies within the Coastal High Hazard Area (CHHA)³ (*Attachment 2*). As a result, storm surge, floodplain management and sea level rise are important factors regarding this potential application.
3. The storm surge inundation analysis based on the Sea Lake and Overland Surges from Hurricanes (SLOSH)⁴ model indicates that this area could be subject to storm surge from tropical storms up to Category 5 Hurricane on the Saffir-Simpson scale⁵ (*Attachments 4 – 9*).
4. In the event of these storms, flooding can obstruct access to and from the area, affecting both residents and first responders.
5. Structures and infrastructure located at or slightly above ground levels, including AC units, electrical systems, elevators, pools, vehicles, and garages, are susceptible to inundation and

¹ Pinellas County. *Digital Elevation Model and Contours Derived from 2017 LiDAR Data*.

² Policy 1.3.3 http://www.pinellascounty.org/Plan/comp_plan/05coastal/2-goals.pdf

³ Policy 1.3.1 http://www.pinellascounty.org/Plan/comp_plan/05coastal/2-goals.pdf

⁴ *Sea, Lake, and Overland Surges from Hurricanes (SLOSH) Storm Surge Model Results for the west Florida Basin*. Version 2020. Published by the National Hurricane Center (NHC), National Oceanic and Atmospheric Administration (NOAA).

Online Linkage: <https://www.nhc.noaa.gov/nationalsurge/#data>. Accessed Oct. 2021

⁵ <https://www.nhc.noaa.gov/aboutsshws.php#:~:text=The%20Saffir%2DSimpson%20Hurricane%20Wind,Scale%20estimates%20potential%20property%20damage.>

damage from storm surges. Further, the SLOSH model results indicate that residential units could experience flooding inside their homes from a Category 1 storm or higher when storm surge levels exceed their base floor elevations. (*Attachments 5 – 9*).

6. The entire project area has been designated as a Level A evacuation zone. Consequently, any future construction within this vicinity will carry a Level A evacuation designation⁶ (*Attachment 3*).
7. A Level A evacuation status mandates the evacuation of residents, hotel staff and guests, commercial establishments and employees at all subsequent levels of mandatory evacuation orders (A-E).
8. The Activity Center region directly intersects with the Gulf Blvd emergency evacuation route. Consequently, concerns regarding access during ordered evacuations are not anticipated.

Additional Factors to Consider:

1. The existing SLOSH model does not consider the contribution of rainfall during storms, which can significantly influence overall flooding levels.
2. Storm surge depths provided by the SLOSH model do not encompass the effects of waves riding atop the surge. These waves, reaching up to 0.75 miles inland, can augment surge heights and intensify flooding.
3. The current SLOSH model does not account for sea level rise, potentially exacerbating the impact of future storm events.
4. One (1) foot of water can float various vehicles. With two (2) feet of moving water, it can carry away most vehicles, adding to the dangers of flooding.
5. Inundation of electrical outlets by storm surge poses the risk of electrocution and fire. Additionally, any electric vehicles remaining in the vicinity that become flooded with saltwater add an extra layer of potential fire hazards that needs attention.
6. Recognizing that a surge event can extend over many hours is crucial. The aftermath could lead to hours or days before emergency responders gain access due to standing water and debris accumulation.
7. Storm surge often carries significant debris, including cars, boats, trees, and structural components. This debris not only hampers access but also introduces health and safety hazards that demand effective management.
8. Building and dock foundations are threatened by storm surge's potential to undermine their structural integrity, potentially resulting in complete collapse. The impact on essential infrastructure and property cannot be underestimated.
9. The vulnerability of underground utilities, such as water, sewage, and gas lines, to storm surge is critical to assessing the overall impact and recovery efforts.
10. Financial losses resulting from property damage, infrastructure repair, and disruption of economic activities should be evaluated as part of the overall impact assessment.

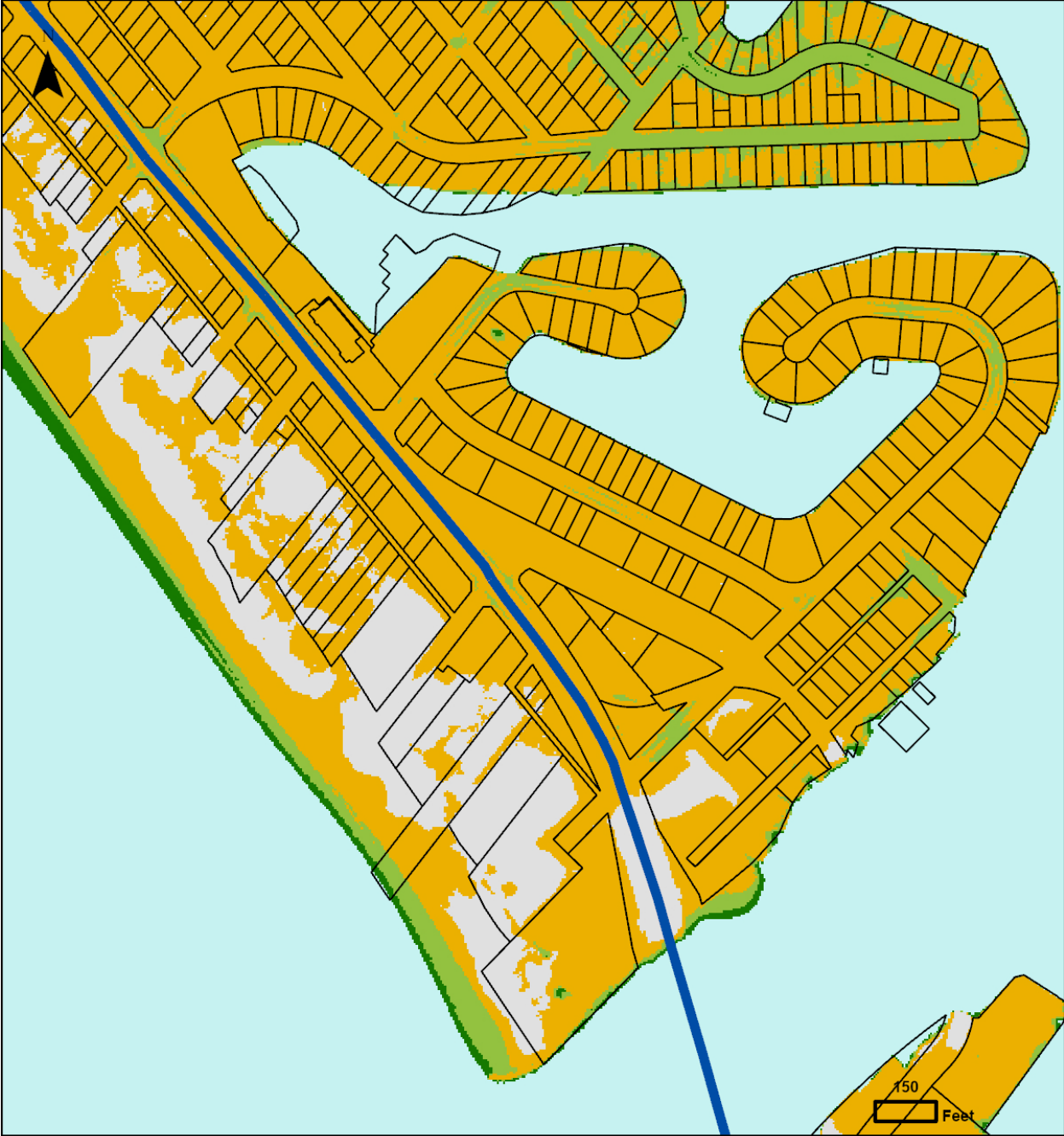
⁶ As determined by Pinellas County's GIS Programmatic Evacuation Assignment Process

Conclusion:

In light of the susceptibility to storm surges in the Activity Center area, it is recommended that current residents, commercial businesses and potential developers adopt mitigation and construction practices that exceed the mandates outlined in prevailing building codes. This proactive approach will help minimize the adverse consequences of wind and storm surge events and their associated hazards.

Moreover, it is incumbent upon the city to address the resilience of community services and vital infrastructure in the face of these imminent hazards. Likewise, Residents and business owners in the Activity Center area can significantly contribute to safeguarding both property and human lives by incorporating comprehensive mitigation, evacuation and continuity of operations planning strategies. This entails a comprehensive assessment of potential vulnerabilities, followed by implementing measures designed to bolster the area's capacity to withstand and recover from storm surge events.

In summary, recognizing the heightened risk posed by storm surges, existing and new developments should embrace a markedly more robust construction paradigm than what is currently prescribed by building codes. This heightened preparedness could mitigate the profound disruptions brought about by storm surge-induced property damage and subsequent displacements. Additionally, the city must extend its commitment to fortify community services and critical infrastructure. This multifaceted endeavor can significantly enhance the area's resilience to the challenges posed by storm surges and their aftermath.



	Site Name: John's Pass Village Activity Center		 Created 8/10/2023 <small>This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.</small>			
	Elevation Value	<table border="0"><tr><td>■ 0 - 1.5ft</td><td>■ 3.0 - 6.0ft</td></tr><tr><td>■ 1.5 - 3.0ft</td><td>■ >6.0ft</td></tr></table>		■ 0 - 1.5ft	■ 3.0 - 6.0ft	■ 1.5 - 3.0ft
■ 0 - 1.5ft	■ 3.0 - 6.0ft					
■ 1.5 - 3.0ft	■ >6.0ft					
<p>Source: Elevation and contours derived from Pinellas 2017 LIDAR data.</p>						
PINELLAS COUNTY EMERGENCY MANAGEMENT - PROPOSED DEVELOPMENT REVIEW						

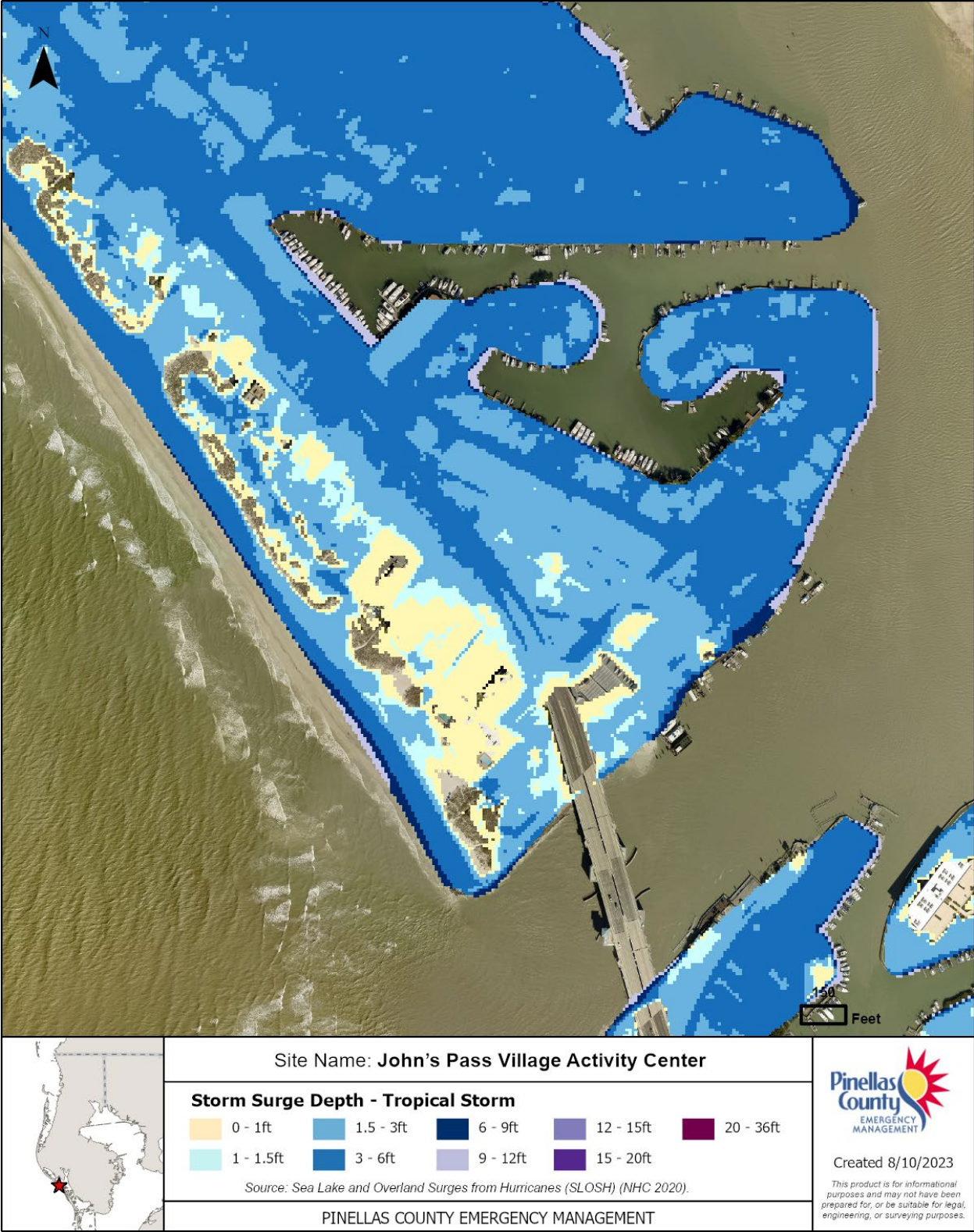
Attachment 1. Site ground elevation. Source: Pinellas County Topographic Digital Elevation Model (v2017).



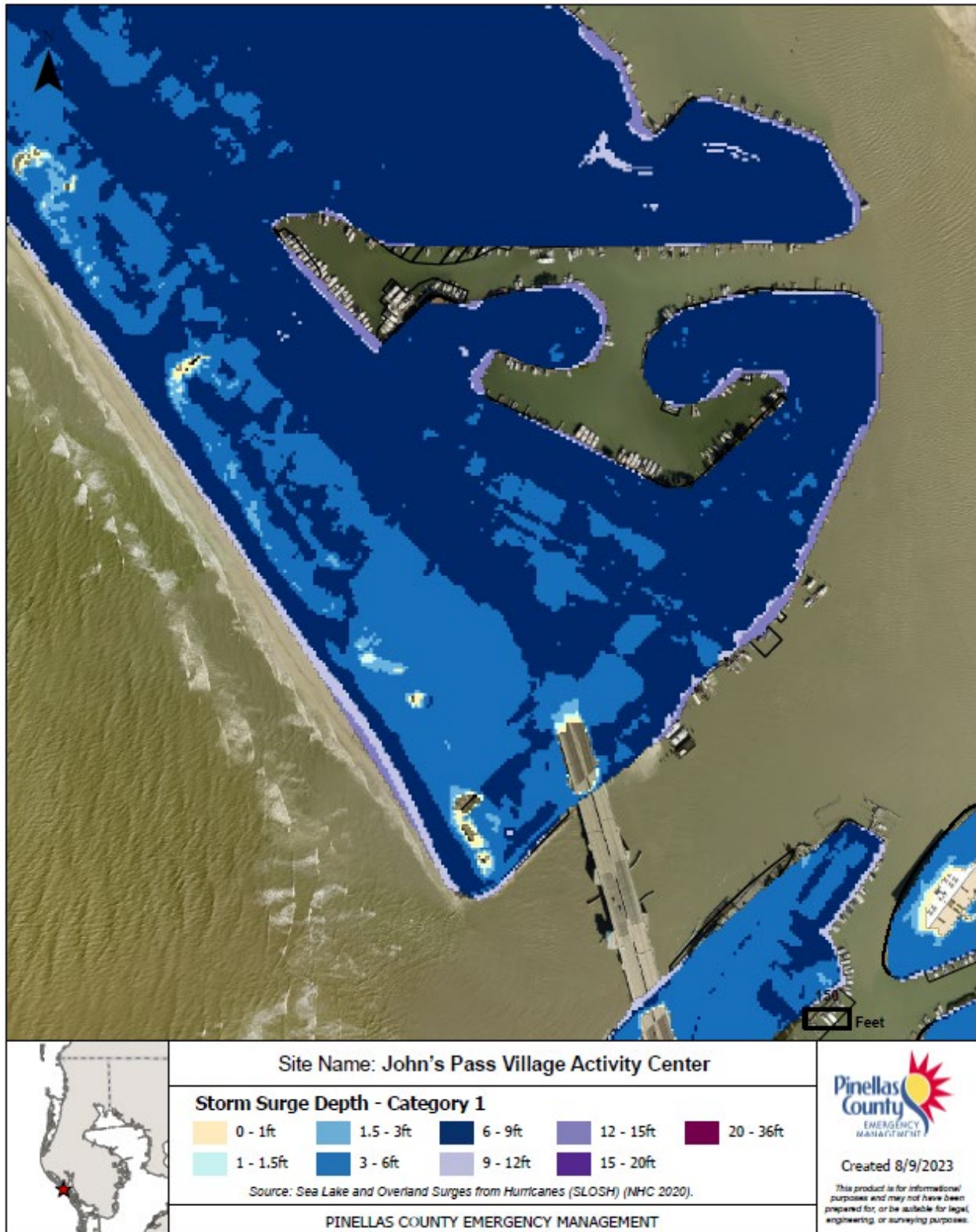
Attachment 2. Site parcel boundaries and Coastal High Hazard Area (CHHA). Source: Pinellas County Comprehensive Plan v.2008, Chapter 1-1.



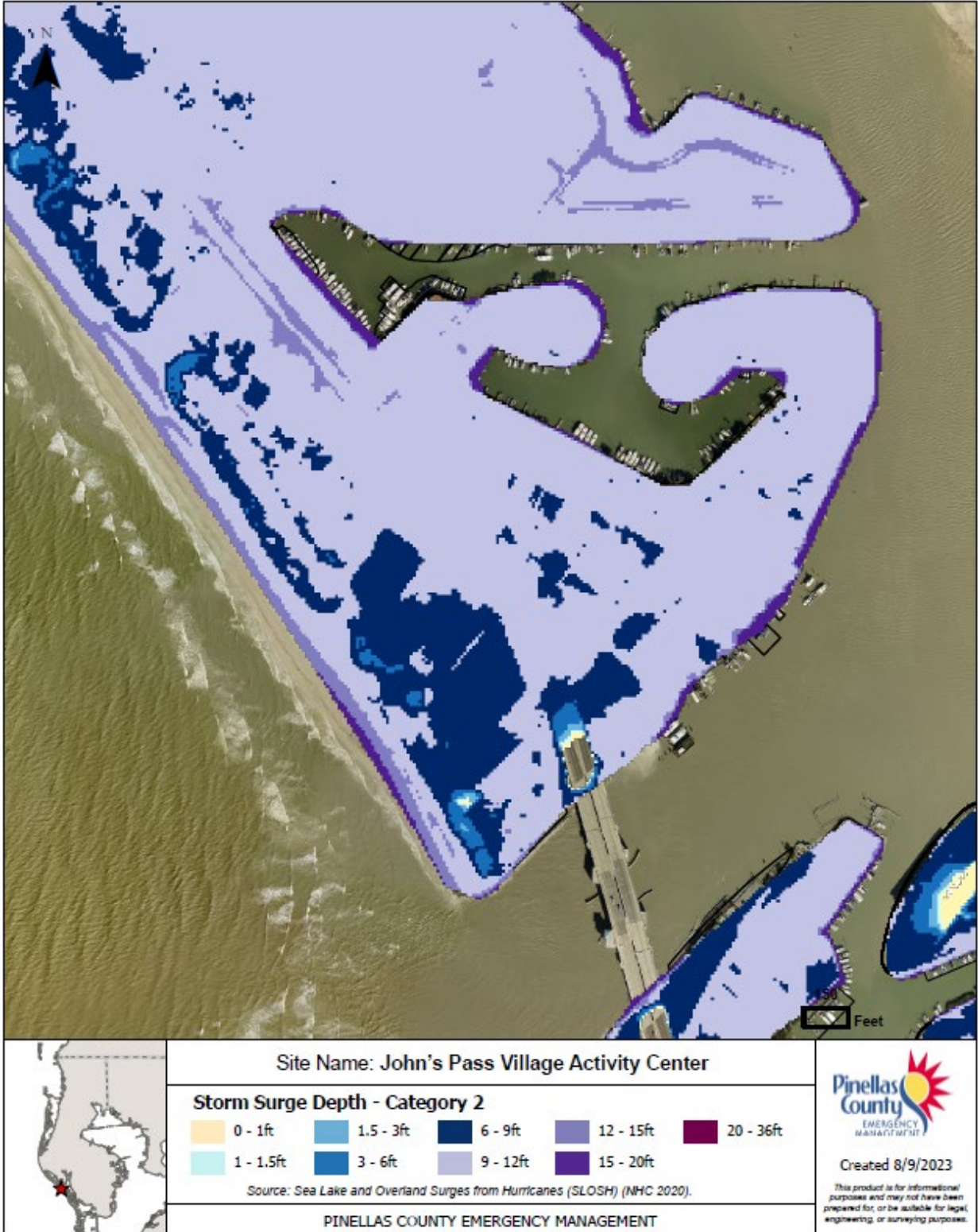
Attachment 3. Site boundaries and respective Pinellas County Emergency Evacuation Zones (v2021)



Attachment 4. Tropical Storm surge inundation depth (ft). Source: Source: NHC SLOSH Model, v2020.



Attachment 5. Category 1 surge inundation depth (ft). Source: NHC SLOSH Model, v2020.



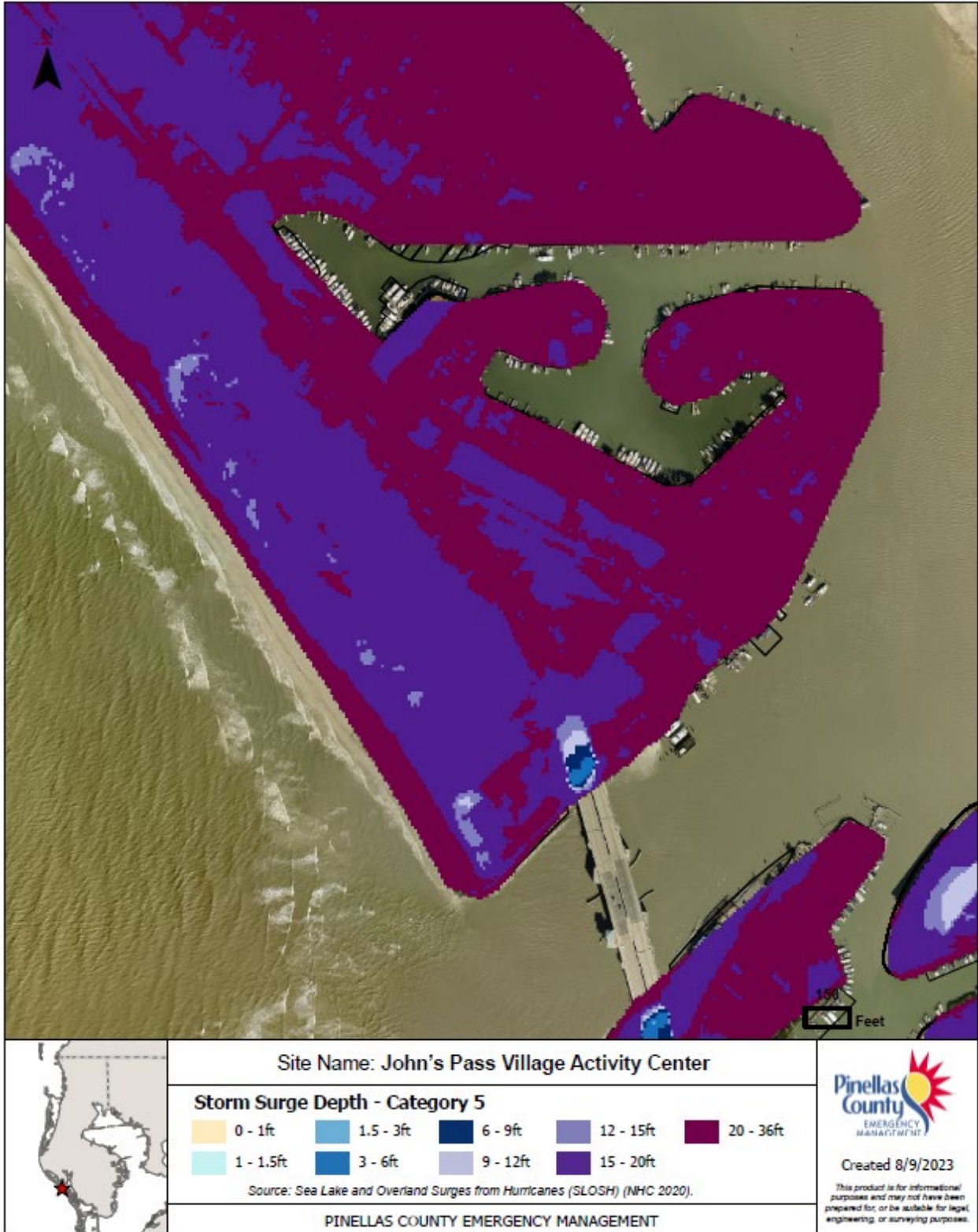
Attachment 6. Category 2 surge inundation depth (ft). Source: NHC SLOSH Model, v2020.



Attachment 7. Category 3 surge inundation depth (ft). Source: NHC SLOSH Model, v2020.



Attachment 8. Category 4 surge inundation depth (ft). Source: NHC SLOSH Model, v2020.



Attachment 9. Category 5 surge inundation depth (ft). Source: NHC SLOSH Model, v2020.

Countywide Planning Authority Countywide Plan Map Amendment

Case CW 23-03 – City of Madeira Beach

February 20, 2023

Local Government Request

Subject Property

- Approximately 27 Acres
- John's Pass Village area - Boundaries extend from properties west of Gulf Boulevard to Boca Ciega Bay on the east, and from John's Pass north to 133rd Avenue East

Existing Countywide Plan Map Category (future land use)

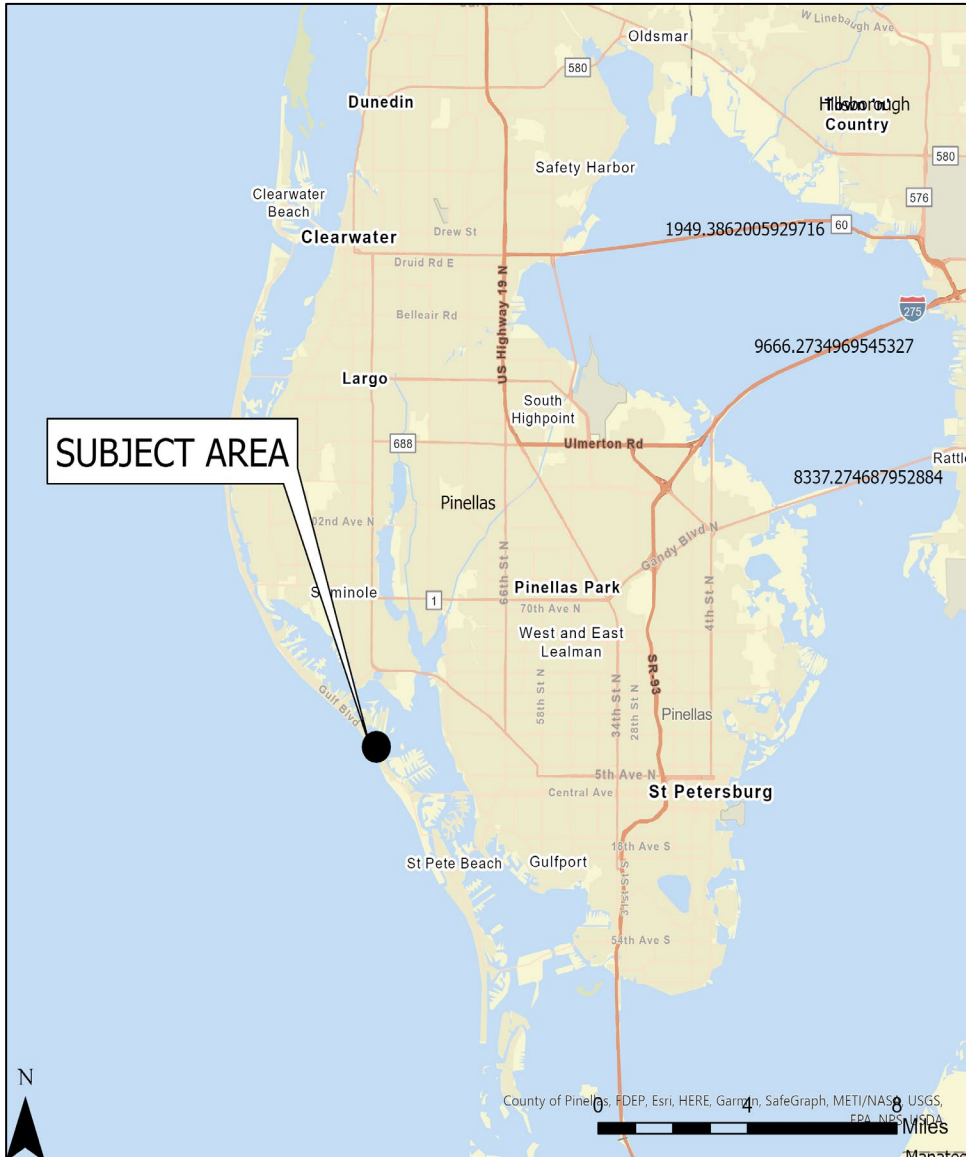
- Residential Medium, Resort, Retail & Services and Recreation/Open Space

Proposed Countywide Plan Map Category (future land use)

- Activity Center

Existing / Proposed Uses: Traditional tourist-oriented retail commercial businesses, as well as a mix of residential and temporary lodging uses

Location



Local Government Request

Requested Action

- Proposed amendment is submitted by the City of Madeira Beach, amending the designations of approximately 27 acres of property to create the John's Pass Village Activity Center (JPVAC)
- This area has development standards that have been inconsistent with the Countywide Rules for many years and many buildings cannot be rebuilt, if destroyed
- If approved, this request will correct these inconsistencies, preserve the existing character of John's Pass Village while also allowing for limited future redevelopment potential

Case CW23-03
Map 3: Aerial Map



JURISDICTION: Madeira Beach

FROM: Residential Medium, Resort,
Retail & Services, Recreation/Open Space

AREA: 27.04 acres m.o.l.

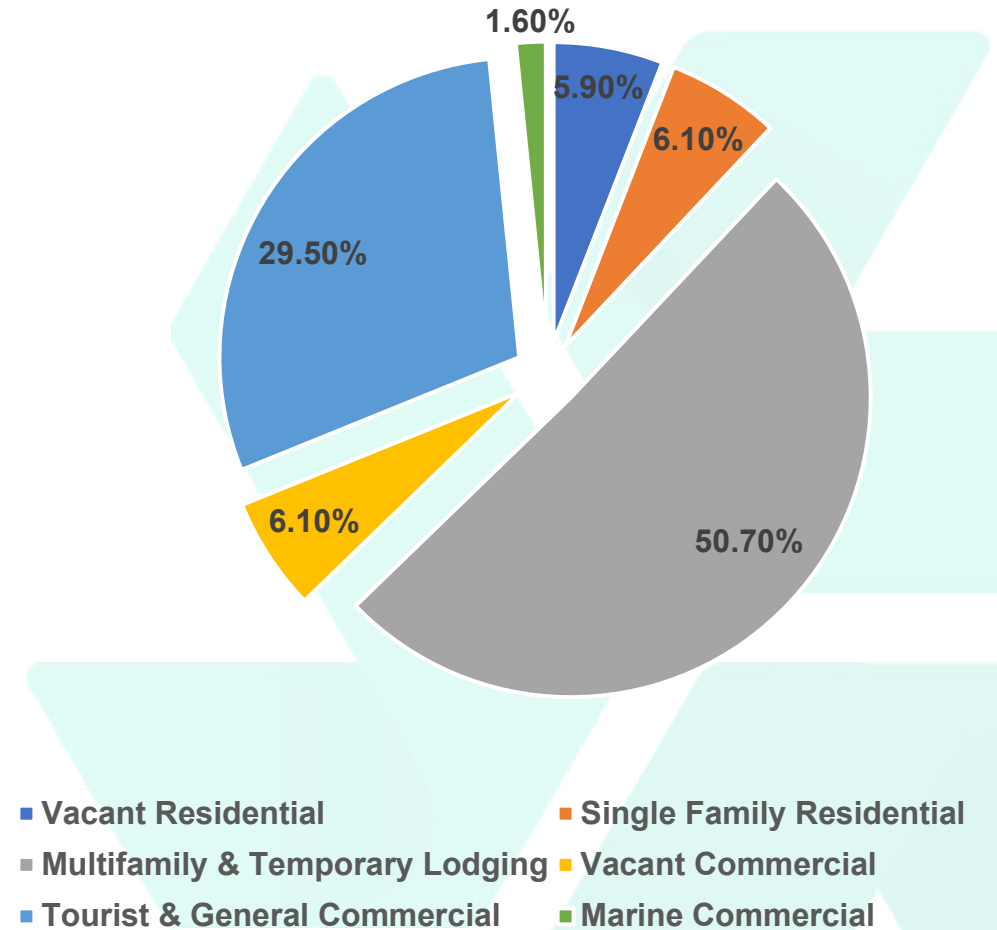
TO: Activity Center

Background Information

Timeline of Actions (continued)

- **2023** - Madeira Beach submits the Activity Center request to the PPC
- **2023** - Madeira Beach adds the Activity Center category to their Comprehensive Plan
- **2023** - PPC recommends Madeira Beach approve an “Alternative Compromise” for the requested Activity Center
- **2023** - Madeira Beach approves PPC’s “Alternative Compromise” recommendation

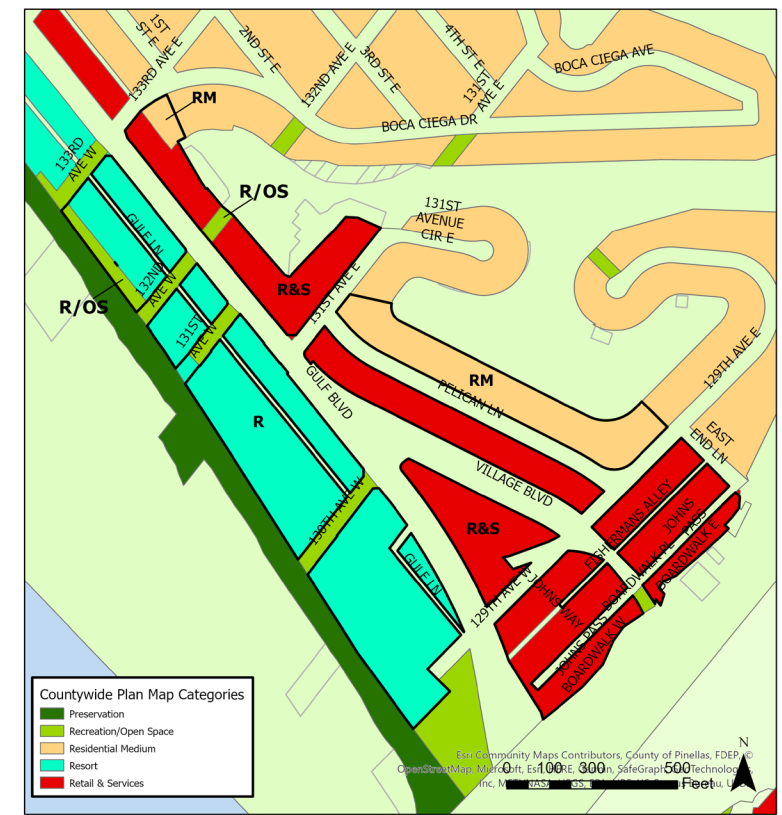
Existing Land Uses



Current Countywide Plan Map

Future Land Use Category	Residential Units per Acre	Temporary Lodging Units per Acre	Floor Area Ratio	Acres
Recreation/Open Space	0	0	0.25	0.46
Residential Medium	15	0	0.5	3.36
Resort	30	50	1.2	11.06
Retail & Services	24	40	0.55	12.16

Case CW23-03
Map 4: Current Countywide Plan Map



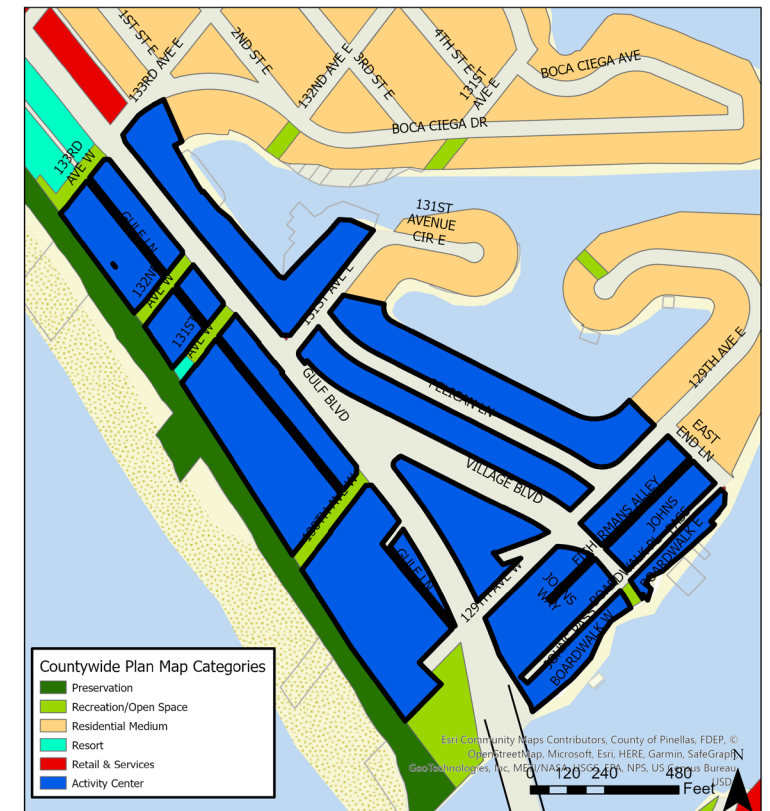
JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.
FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space
TO: Activity Center

Proposed Countywide Plan Map

Activity Center

- Countywide Plan Map amendment area would be designated as Activity Center - Neighborhood Center subcategory
- If approved, this request will correct the inconsistencies, preserve the existing character of John's Pass Village while also allowing for limited future redevelopment potential
- JPVAC designation will further differentiate the six Character Districts within the Activity Center, with each district recognized as part of the approved plan for both the City's Comprehensive Plan and the Countywide Plan Map

Case CW23-03
Map 5: Proposed Countywide Plan Map



JURISDICTION: Madeira Beach

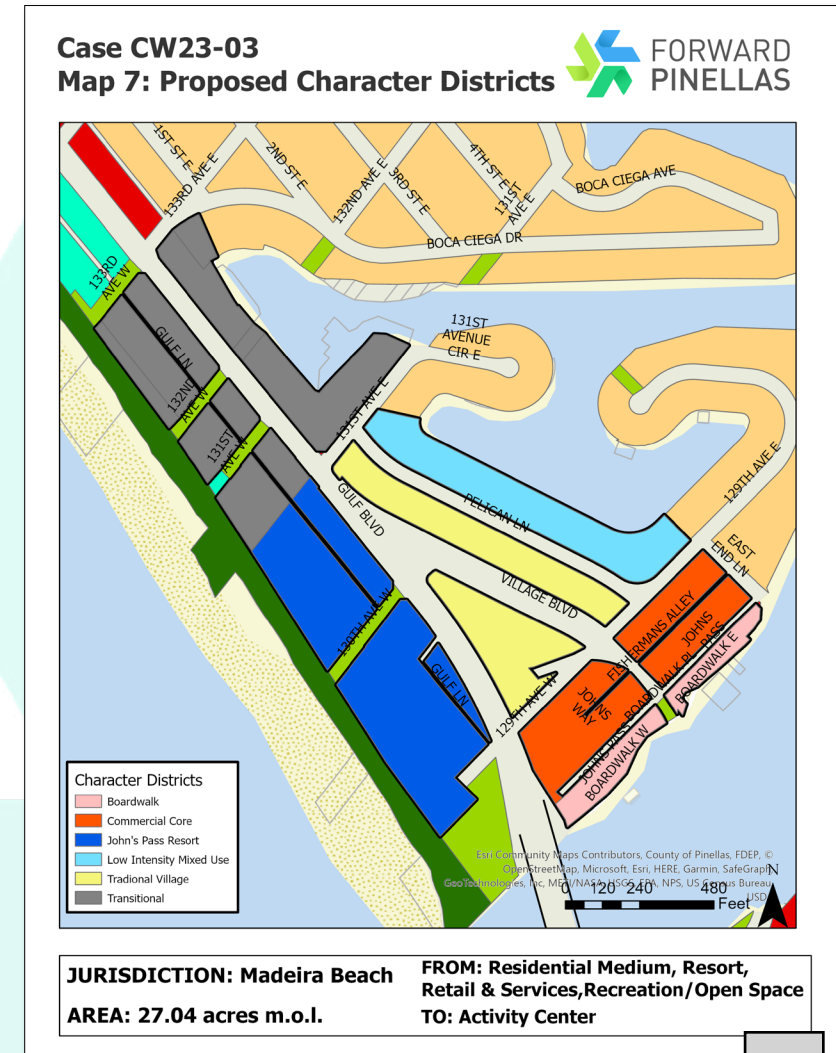
AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space
TO: Activity Center

Proposed Character District Standards

Character District	Residential Units per Acre	Floor Area Ratio	Temporary Lodging Units per Acre	Alternative Temporary Lodging Units per Acre	Alternative Temporary Lodging Floor Area Ratio	Acres
Boardwalk	0	1.5	0	N/A	N/A	1.33
Commercial Core	15	2.0	60	< one acre: 75* one acre or more: 100*	< one acre: 2.2* one acre or more: 3.0*	3.84
John's Pass Resort	18	2.0	60	< one acre: 75* one acre or more: 100*	< one acre: 2.2* one acre or more: 2.5*	7.25
Low Intensity Mixed Use	18	1.5	40	60*	2.0*	3.09
Traditional Village	15	2.0	45	N/A	N/A	4.25
Transitional	18	1.5	50	75*	2.0*	7.29

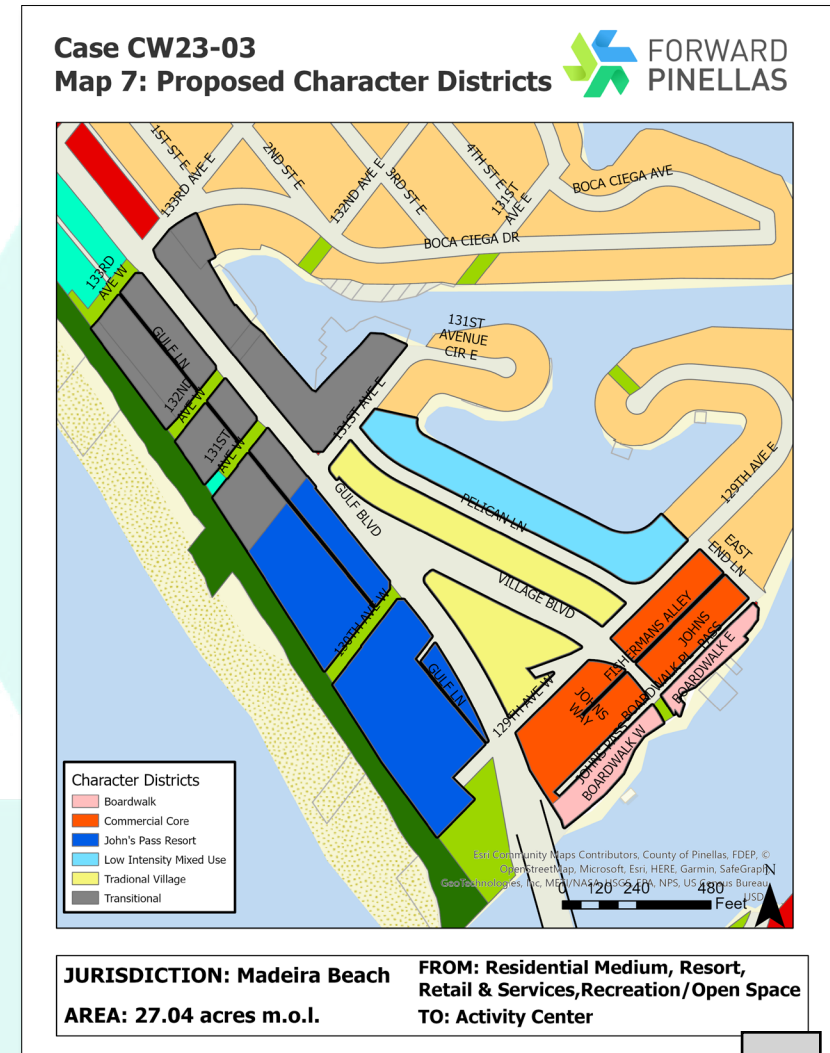
* Development Agreement is required by the Countywide Rules



Proposed Character District Standards

- **Boardwalk:** Commercial, Commercial Recreation, and Services
- **Commercial Core:** Residential, Temporary Lodging, and Commercial
- **John's Pass Resort:** Residential, Temporary Lodging, and Commercial only up to 20% of the building's floor area
- **Low Intensity Mixed Use:** Residential, Temporary Lodging, and Commercial only up to 20% of the building's floor area
- **Traditional Village:** Residential, Temporary Lodging, and Commercial
- **Transitional:** Residential and Temporary Lodging up to 20% of the building's floor area for properties on the west side of Gulf Boulevard / commercial is allowed on the east side of Gulf Boulevard

* Land Development Regulations will provide specifics standards for setbacks, heights, parking requirements, signage, architectural and design guidelines.



Recommendation

Proposed Countywide Plan Map Amendment Findings

- The proposed amendment to Activity Center (Neighborhood Center subcategory) is consistent with the density/intensity standards and locational criteria for this category.
- The proposed amendment addresses the Planning & Urban Design Principles of the Countywide Plan Strategies.
- The proposed amendment either does not involve, or will not significantly impact, the relevant countywide considerations.

Staff finds the proposed amendment consistent with the Relevant Countywide Considerations and recommends approval

Planners Advisory Committee and Forward Pinellas Board recommends approval

PAC AGENDA – SUMMARY AGENDA ACTION SHEET
DATE: SEPTEMBER 5, 2023

Item 6B.

ITEM	ACTION TAKEN	VOTE
1. <u>CALL TO ORDER AND ROLL CALL</u>	<p>The PAC held its September 5, 2023, meeting in the Palm Room at 333 Chestnut Street, Clearwater.</p> <p>The Chair, Brandon Berry, called the meeting to order at 1:30 p.m. and the members introduced themselves.</p> <p>Committee members in attendance included: Andrew Morris, Whitney Clark, James Cunningham, Jayme Lopko, Brandon Berry, Britton Wilson, Tiffany Menard, Tom Scofield, Mark Griffin, Wesley Wright, Alexandra Keen and Matt Jackson.</p> <p>Others in attendance: Lauren Rubenstein of Denhardt and Rubenstein Attorneys at Law</p> <p>Forward Pinellas staff included: Rodney Chatman, Linda Fisher, Emma Wennick, Tina Jablon, Jared Austin and Alexis Hall (intern).</p>	
2. <u>APPROVAL OF MINUTES FROM THE JULY 3, 2023 PAC MEETING</u>	<p>Motion: Britton Wilson Second: James Cunningham</p>	12-0
3. <u>REVIEW OF FORWARD PINELLAS AGENDA FOR SEPTEMBER 13, 2023 MEETING</u> <u>PUBLIC HEARING ITEMS</u> A. <u>Countywide Plan Map Amendments</u> 1. Case CW 23-03 – Madeira Beach	<p>Andrew Morris, City of Madeira Beach, presented the case for the John’s Pass Village Activity Center to the PAC members explaining that Forward Pinellas staff was recommending an Alternative Compromise.</p> <p>Subsequently, Rodney Chatman elaborated on the rationale and process for the Alternative Compromise.</p> <p>A few questions were asked and answered. A motion was made to recommend approval of the Alternative Compromise, which was seconded and passed by unanimous vote.</p> <p>Motion: Britton Wilson Second: Alexandra Keen</p>	12-0
2. Case CW 23-08 – St. Petersburg	<p>Motion: Brandon Berry Second: Tom Scofield</p>	12-0

3. Case CW 23-09 – Largo	Motion: Alexandra Keen Second: Tom Scofield	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Item 6B.</div> 0
<u>REGULAR AGENDA ITEMS</u> <u>B. CPA Actions and Forward Pinellas Administrative Review Items</u>	<p>Rodney Chatman advised the committee members that through July and August the Countywide Planning Authority (CPA) approved three amendments to the Countywide Plan Map as submitted by Pinellas County, Pinellas Park and Tarpon Springs. He reminded the members that the Countywide Plan amendment package went through two public hearings and was approved by the CPA on August 15th. He advised that letters have been sent to each of the local governments regarding this and that PAC members should contact Forward Pinellas if not received. Lastly, Mr. Chatman stated that Forward Pinellas staff administratively approved three map adjustments during the same time period.</p>	
<u>4. PLANNING TOPICS OF INTEREST</u> <u>A. Advantage Pinellas Socioeconomic Data Projections</u>	<p>Ariane Martins, Forward Pinellas staff, explained to the PAC members that Forward Pinellas is in the process of updating its long range transportation plan (LRTP), branded as Advantage Pinellas, as is required every five years. She further explained that one of the first steps taken in the development of the plan is to project population and employment growth out at least 20 years into the future, in this case to 2050. Forward Pinellas works in conjunction with the local governments to develop these projections. An overview of the projections and methodology used was provided. Forward Pinellas can provide the 2050 data projections to the local governments upon request as needed.</p> <p>Questions were asked and answered:</p> <p>Q: For the employment projections, what was the minimum age for inclusion? A: Age 16</p> <p>Q: What percentage of the population growth is directly related to the Live Local Act? A: The Live Local Act was passed late in the process of developing the projections and remains and unknown contributor at this time.</p>	

<p>B. <u>“Live Local Act” Affordable Housing Dashboard</u></p>	<p>Emma Wennick reminded the PAC members about Senate Bill 102, also known as the Live Local Act, which was signed into law on March 29th and became effective on July 1, 2023. In response to the new law, Forward Pinellas has developed a “Live Local” Dashboard to track development activity related to House Bill 1339, Senate Bill 962, and the Live Local Act. Ms. Wennick explained that Forward Pinellas is requesting that each municipality provide data on any related projects submitted for review on a monthly basis to keep the dashboard up to date. To that end, Forward Pinellas staff ask that each local government assign a point of contact to be communicated with on a monthly basis regarding this. The Live Local Dashboard will then track and compare Live Local projects countywide in one place for local government staff, elected officials, and the general public.</p> <p>Following Ms. Wennick’s presentation, Jared Austin displayed the Live Local Dashboard and demonstrated its various components.</p>	<p>Item 6B.</p>
<p>B. <u>Pinellas County Disaster Housing Workshop</u></p>	<p>Linda Fisher provided some historical context highlighting that on July 25th Pinellas County hosted a Disaster Housing Workshop to discuss countywide planning for emergency, transitional and long-term housing needs following a disaster. In addition to Pinellas County, the workshop was attended by countywide agencies and local governments. Ms. Fisher highlighted some of the unique issues and challenges Pinellas County would face following a natural disaster due in large part to lack of available land for temporary housing and many hotels/motels being located in the Coastal High Hazard Area thereby also being vulnerable. She also outlined several goals that were developed at the workshop. In response, Forward Pinellas staff conducted a survey of the local governments and Ms. Fisher offered an overview of those results. A 2014 County Ordinance addressing some of these topics was discussed. She advised the PAC members of the next steps which includes the formation of a Disaster Housing Planning Team to be coordinated by Pinellas County Emergency Management, with the lead agency still to be determined. Ms. Fisher concluded by encouraging active participation by all the local governments.</p>	

<p>C. <u>Changes to the Countywide Plan Map Amendment Application Form</u></p>	<p>Emma Wennick alerted the PAC members that the application form for submitting a Countywide Plan Map amendment to Forward Pinellas has been updated. Referring to the new form on the large screens in the room, Ms. Wennick highlighted the recent changes. Specifically, she called attention to the newly added sections for "Public Hearing Date", "Verdict and Vote", and "Public Comment". The members were advised that the new version of the form is live online.</p>	<p>Item 6B.</p>
<p>5. <u>OTHER PAC BUSINESS/PAC DISCUSSION AND UPCOMING AGENDA</u> A. <u>Pinellas SPOTlight Emphasis Areas Update (Information)</u></p>	<p>Rodney Chatman updated the committee on the recent activities related to the SPOTlight Emphasis Areas noting that on August 15th the Countywide Planning Authority adopted changes to the Countywide Plan which included incorporating the key recommendations from the Target Employment & Industrial Land Study Update. He advised that Forward Pinellas staff are available to answer any questions the local governments may have as they consider adopting the new Target Employment Center subcategories or consider any potential conversions of Employment or Industrial land not located in a Target Employment Center.</p>	
<p>B. <u>Upcoming Land Use Cases & Pre-App Meetings</u></p>	<p>Upon call by the chair for any land use cases or pre-app meetings to make Forward Pinellas staff aware of, none were heard.</p>	
<p>7. <u>ADJOURNMENT</u></p>	<p>There being no further business, the meeting was adjourned at 2:31 p.m.</p>	

Respectfully Submitted,


PAC Chair

Date 10/2/2023

NOTIFICATION OF LOCAL GOVERNMENT ACTION ON
FORWARD PINELLAS'S
ALTERNATIVE RECOMMENDATION FOR
COUNTYWIDE PLAN MAP AMENDMENT

On September 13th, 2023, Forward Pinellas, in its role as the Pinellas Planning Council, took action on Case No. CW 23-03: City of Madeira Beach

The Board, pursuant to Sec. 6.3.1 of the Rules, approved an "Alternative Compromise Recommendation", as set forth in the accompanying agenda memorandum and maps.


The City of Madeira Beach hereby officially acknowledges that it has:

Accepted; or
 Rejected

the Forward Pinellas Board Alternative Compromise Recommendation on Case No. CW 23-03: City of Madeira Beach

This official acknowledgement by the City of Madeira Beach is pursuant to the following action of the Madeira Beach Board of Commissioners, a copy of which is attached hereto.

Type of Action: "adopt the Forward Pinellas Alternative Compromise for the Johns Pass Village Activity Center Plan"
Date: 12/19/23

Signed: 
Title: James "Jim" Rostek
Mayor
Date: 12.27.2023

FORWARD PINELLAS

P: (727) 464.8250

F: (727) 464.8212

forwardpinellas.org

310 Court Street

Clearwater, FL 33756



September 15, 2023

James Rostek
 City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, FL 33708

RE: Case CW 23-03 John's Pass Village Activity Center Plan

Dear Mayor Rostek:

Forward Pinellas, in its role as the Pinellas Planning Council, considered at public hearing on September 13, 2023 the application from the City of Madeira Beach referenced above for an amendment to the Countywide Plan Map. The board recommended approval of an alternative compromise amendment to the Activity Center category for 27 acres (m.o.l) of property as outlined in the accompanying agenda memoranda and maps.

Case CW 23-03 is hereby referred back to the City of Madeira Beach to act on the alternative compromise recommendation, as set forth in the accompanying form titled "NOTIFICATION OF LOCAL GOVERNMENT ACTION ON FORWARD PINELLAS'S ALTERNATIVE COMPROMISE RECOMMENDATION FOR COUNTYWIDE PLAN MAP AMENDMENT" which will then be returned to Forward Pinellas. Should the City of Madeira Beach concur with the alternative compromise amendment, it will subsequently be set and advertised for public hearing before the Countywide Planning Authority (CPA) with a recommendation of approval from Forward Pinellas. Should the City of Madeira Beach not concur with the alternative compromise amendment, the original amendment will go forward to the CPA with the Forward Pinellas recommendation for denial.

A copy of the applicable section of the Countywide Rules, Sec. 6.3.1 is also enclosed, providing a more complete explanation of this process and timetable. Action by your city on the alternative recommendation is required within 45 days unless an extension of time is needed and requested.

Should the City of Madeira Beach not concur with the alternative compromise recommendation, and the case proceed to the CPA with Forward Pinellas's recommendation to deny, you will be separately advised of the City's right to appeal for administrative hearing, as provided for in Sec. 6.1.4 of the Rules

Thank you and your staff for your assistance in the countywide planning process. Should you have any questions or need additional guidance, please feel free to contact Rodney Chatman, AICP, Planning Division Manager at (727) 464-8214.

Sincerely,

Whit Blanton, FAICP
 Executive Director

Enclosures


cc: Robin Gomez, City Manager
 Jenny Rowan, Community Development Director

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco, } ss
Hernando Citrus

Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: BCC Hearing 02-20-2024** was published in said newspaper by print in the issues of: **1/ 3/24** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** 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 Affiant

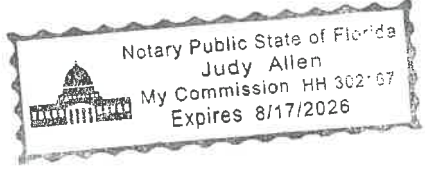
Sworn to and subscribed before me this **.01/03/2024**



Signature of Notary Public

Personally known _____ _____ or produced identification

Type of identification produced _____



PUBLIC NOTICE OF LIVE PUBLIC HEARING INCLUDING VIRTUAL PARTICIPATION FOR AMENDMENT OF THE COUNTYWIDE PLAN MAP

The Pinellas County Board of County Commissioners, in its capacity as the Countywide Planning Authority (CPA), will conduct a public hearing on proposed amendment(s) to the Countywide Plan Map, pursuant to the Countywide Plan, as amended, and as set forth in the listing below.

A public hearing on the ordinance(s) with virtual public participation and an on-site participation option will be held on Tuesday, February 20, 2024, at 9:30 A.M., or as soon thereafter as may be accommodated by the completion of the rest of the Board agenda, in the Palm Room of the Pinellas County Communications Building, 333 Chestnut Street, Clearwater, FL, 33756, with virtual participation utilizing Communications Media Technology (CMT) on the Zoom platform.

The public hearing will be streamed live, and can be accessed from <https://youtube.com/pccvtv1> (click on "Pinellas County Meetings") or pinellas.gov/TV. It will also be broadcast on the following Pinellas County cable public access channels:

Spectrum Channel 637 Frontier Channel 44 WOW! Channel 18

The agenda for this meeting and information about participation options can be found at pinellas.gov/board-of-county-commissioners-meetings. Interested parties may appear at the hearing or use one of the other methods below to be heard regarding the proposed ordinances to be considered by the County Commission in its role as the CPA. Members of the public wishing to address the body may attend in person, attend virtually or provide comments in advance.

To address the County Commission in person, members of the public are encouraged to preregister at pinellas.gov/comment. Preregistration is encouraged but not required if individuals plan to attend the meeting. Those who have not preregistered may register when they arrive.

Members of the public wishing to address the body virtually via Zoom or by phone are required to preregister by 5:00 P.M. the day before the meeting by visiting pinellas.gov/comment. The registration form requires full name, address and telephone number if joining by phone, along with the topic or agenda item to be addressed. Members of the public who cannot access the registration form via the internet may call (727) 464-3000 to request assistance preregistering. Only members of the public who have preregistered by 5:00 P.M. the day before the meeting will be recognized and unmuted to offer comments. If a member of the public does not log in with the same Zoom name or phone number provided in the registration form, they may not be recognized to speak.

Members of the public wishing to provide comments in advance may call the Agenda Comment Line at (727) 464-4400 or complete the online comment form at pinellas.gov/BCAgendacomment. Comments on any agenda item must be submitted by 5:00 P.M. the day before the meeting. All comments on any agenda item received by 5:00 P.M. the day before the meeting will be included as part of the official record for this meeting and will be available to be considered by the County Commission prior to any action taken.

Persons who are deaf or hard of hearing may provide public input on any agenda item through use of the State of Florida's relay service at <https://www.ftri.org/relay/faqs> or 7-1-1.

Case CW 23-03 – Submitted by the City of Madeira Beach – 27.0 acres m.o.l.

From: Retail & Services, Resort, Residential Medium, and Recreation/Open Space
To: Activity Center
Location: An area generally bounded by 133rd Ave. W. to the west, John's Pass to the east, Boca Ciega Bay to the north, and the Gulf of Mexico to the south.

The current Retail & Services category is used to depict areas developed with a mix of businesses that provide for the shopping and personal service needs of the community or region, provide for employment opportunities and accommodate target employment uses, and may include residential uses as part of the mix of uses. The current Resort category is intended to depict areas developed, or appropriate to be developed, in high-density residential and resort use; and to recognize such areas as well-suited for the combination of residential and temporary lodging use consistent with their location, surrounding uses, transportation facilities, and natural resources of such areas. The current Residential Medium category is used to depict areas that are primarily well-suited for medium-density residential uses at a maximum density of 15 dwelling units per acre. The current Recreation/Open Space category is intended to recognize areas appropriate for public and private open spaces and recreational facilities that serve the community or region. The proposed Activity Center category is used to recognize those areas of the county that have been identified and planned for in a special and detailed manner, serve as identifiable centers of business, public, and residential activity that are the focal point of a community, and are served by enhanced transit commensurate with the type, scale, and intensity of use.

At their public hearing on September 13, 2023, Forward Pinellas recommended an Alternative Compromise with lower densities and intensities from the originally proposed map amendments, pursuant to Section 6.3.1 of the Countywide Rules.

Case CW 24-01 – Submitted by City of Clearwater – 0.54 acres m.o.l.

From: Residential Low Medium
To: Public/Semi-Public
Location: 210 Meadow Lark Lane

The current Residential Low Medium category is used to depict areas that are primarily well-suited for suburban, low density or moderately dense residential uses at a maximum density of 10 dwelling units per acre. The proposed Public/Semi-Public category is intended to recognize institutional and transportation/utility uses that serve the community or region, especially larger facilities having acreage exceeding the thresholds established in other plan categories, and which are consistent with the need, character, and scale of such uses relative to the surrounding uses, transportation facilities, and natural resource features.

Case CW 24-02 – Submitted by Pinellas County – 0.19 acres m.o.l.

From: Residential Low Medium
To: Retail & Services
Location: 4685 Park Street

The current Residential Low Medium category is used to depict areas that are primarily well-suited for suburban, low density or moderately dense residential uses at a maximum density of 10 dwelling units per acre. The proposed Retail & Services category is used to depict areas developed with a mix of businesses that provide for the shopping and personal service needs of the community or region, provide for employment opportunities and accommodate target employment uses, and may include residential uses as part of the mix of uses.

Case CW 24-03 – Submitted by City of St. Petersburg – 0.41 acres m.o.l.

From: Office
To: Multimodal Corridor
Location: 200 66th St N

The current Office category is used to depict areas that are developed, or appropriate to be developed, with office uses, low-impact employment uses, and residential uses (subject to an acreage threshold), in areas characterized by a transition between residential and commercial uses and in areas well-suited for community-scale residential/office mixed-use development. The proposed Multimodal Corridor category is intended to recognize those corridors of critical importance to the movement of people and goods throughout the county and that are served by multiple modes of transport, including automobile, bus, bicycle, rail, and/or pedestrian. This category is intended to include those transportation corridors connecting Activity Centers, characterized by mixed-use development, and in particular, supported by and designed to facilitate transit.

In review of the ordinance(s) above, there may be modifications that arise at the public hearing and/or with other responsible parties.

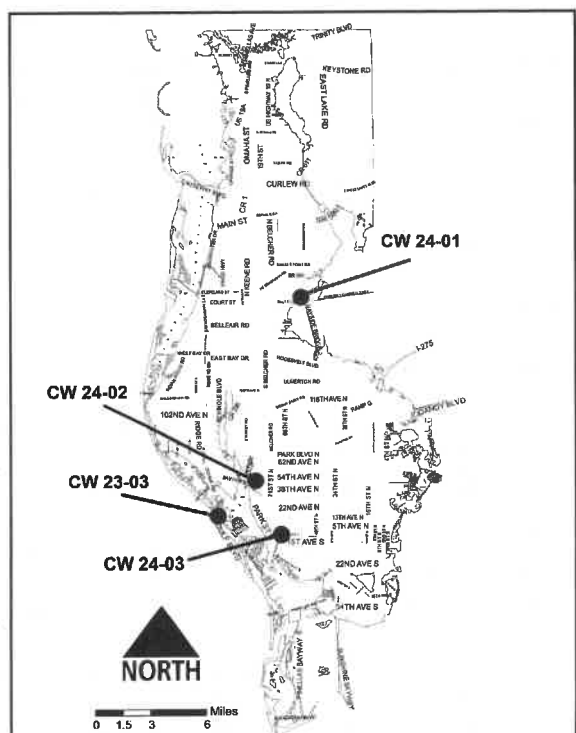
The proposed ordinance(s) can be viewed at the Forward Pinellas office, 310 Court St., 2nd Floor, Clearwater, FL, 33756-5137. In addition, you may call Forward Pinellas at (727) 464-8250 or email your questions to info@forwardpinellas.org.

The public is hereby advised that the effect of any proposed amendment may significantly impact the type and intensity of use of the subject property and may be of interest to neighboring property owners. Forward Pinellas has made an advisory recommendation to the CPA for each proposed amendment. The subsequent action of the CPA may amend the Countywide Plan Map from the existing plan category to another plan category as may be determined appropriate based on the public hearings and consistent with the Countywide Plan and procedures related thereto.

Persons are advised that if they decide to appeal any decision made at the meeting/hearing, they will need a record of the proceedings, and, for such purposes, they 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.

PERSONS WITH DISABILITIES WHO NEED REASONABLE ACCOMMODATIONS TO EFFECTIVELY PARTICIPATE IN THIS MEETING ARE ASKED TO CONTACT PINELLAS COUNTY'S OFFICE OF HUMAN RIGHTS BY EMAILING SUCH REQUESTS TO ACCOMMODATIONS@PINELLAS.GOV AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE NEED FOR REASONABLE ACCOMMODATION. YOU MAY ALSO CALL (727) 464-4882 (VOICE) OR (727) 464-4062 (TDD). MORE INFORMATION ABOUT THE ADA, AND REASONABLE ACCOMMODATION, MAY BE FOUND AT PINELLAS.GOV/ACCESSIBILITY-ASSISTANCE.

KEN BURKE, CLERK TO
THE BOARD OF COUNTY
COMMISSIONERS
By: Derelynn Revie, Deputy Clerk





MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: February 28, 2024

RE: Statewide Mutual Aid Agreement - 2023

Background

The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

The Statewide Mutual Aid Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. The execution of this agreement will replace all previous iterations and is active until a new agreement is drafted and requested by The Division.

Fiscal Impact

Contingent upon the need of mutual aid assistance by City of Madeira Beach or communities covered by the Statewide Mutual Aid Agreement.

Recommendation

Staff recommends approval of the Statewide Mutual Aid Agreement – 2023.

Attachment(s):

Statewide Mutual Aid Agreement - 2023





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Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



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- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



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ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



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- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 7A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 7A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 7A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 7A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 7A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 7A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 7A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 7A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH: Robin Gomez, City Manager
FROM: Clint Belk, Fire Chief
DATE: February 28, 2024
RE: Redington Emergency Services Building Update

Background

The Town Mayor of Redington Beach, N. Redington Beach and Redington Shores have submitted their letters of agreement for City of Madeira Beach to proceed with construction of the Redington Emergency Services Building.

Fiscal Impact

N/A

Recommendation

Attachment(s):

Town of Redington Beach Letter
Town of N. Redington Beach Letter
Town of Redington Shores Letter





TOWN OF REDINGTON BEACH
105-164th AVENUE
REDINGTON BEACH, FL 33708
PHONE: 727-391-3875
FAX: 727-397-6911
www.townofredingtonbeach.com

February 16, 2024

Pinellas County Board of County Commissioners
c/o Barry A. Burton, County Administrator
315 Court Street
Clearwater, FL 33756

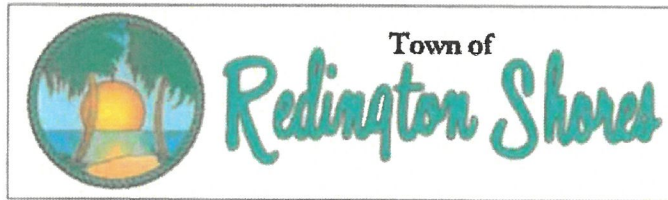
Dear Mr. Burton,

The Town of Redington Beach is in complete agreement with the City of Madeira Beach proceeding with the construction of the Redington Emergency Services Building.

This collaborative effort by the towns of Redington Beach, North Redington Beach, Redington Shores, Madeira Beach and Pinellas County will greatly enhance the safety and efficiency of emergency services in our beach communities.

Sincerely,

David Will
Mayor



February 16, 2024

Pinellas County Board of County Commissioners
c/o Barry A. Burton, County Administrator
315 Court Street
Clearwater, FL 33756

Dear Mr. Burton,

The Town of Redington Shores is in complete agreement with the City of Madeira Beach proceeding with the construction of the Redington Emergency Services Building.

This collaborative effort by the towns of Redington Beach, North Redington Beach, Redington Shores, Madeira Beach and Pinellas County will greatly enhance the safety and efficiency of emergency services in our beach communities.

Sincerely,

A handwritten signature in black ink that reads "Lisa Hendrickson".

Lisa Hendrickson
Mayor



190 - 173rd Avenue
North Redington Beach, Florida 33708
Office: 727-391-4848



Item 7B.

MAYOR
WILLIAM QUEEN

COMMISSIONERS
RICHARD L. BENNETT
GARY D. CURTIS
KEVIN KENNEDY
COREY THORNTON

TOWN CLERK
MARI CAMPBELL, CMC

TOWN ATTORNEY
JAY DAIGNEAULT
1001 S. FORT HARRISON AVE
SUITE 201
CLEARWATER, FL 33756

February 14, 2024

Pinellas County Board of County Commissioners
c/o Barry A. Burton, County Administrator
315 Court Street
Clearwater, FL 33756


Dear Mr. Burton,

The Town of North Redington Beach is in complete agreement with the City of Madeira Beach proceeding with the construction of the Redington Emergency Services Building.

This collaborative effort by the towns of Redington Beach, North Redington Beach, Redington Shores, Madeira Beach and Pinellas County will greatly enhance the safety and efficiency of emergency services in our beach communities.

Sincerely,


William Queen
Mayor



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
 VIA: Robin Gomez, City Manager
 FROM: Jay Hatch, Recreation Director
 DATE: 02/21/2024
 RE: **ADA Bus Purchase**

Background

The Recreation Department is requesting approval to purchase a 2023 StarCraft Allstar XL. The purchase is currently budgeted at \$200,000 for FY24. Model1 Commercial Vehicles, Inc has provided a purchase contract consistent with the Florida Sheriffs Association Contract. The Florida Sheriffs Association Contract is Contract #FSA23-VEH21.0, Heavy Trucks and Buses. The vehicle will replace the 2017 StarCraft bus that the City currently owns. The new bus will be ADA accessible and will be the first of its kind owned by the City of Madeira Beach. The new bus will seat 30 passengers plus 2 wheelchairs or a total of 36 passengers. The currently owned 2017 StarCraft seats 21 passengers. The unit price of the 2023 StarCraft is \$218,186.00. Model1 is offering \$34,350.00 for the trade in of the 2017 StarCraft bus. The total contract price for the 2023 StarCraft would be \$184,342.00 with the trade in of the 2017 StarCraft bus. All in all the bus would utilized by the Social Club for larger capacity trips as well as our Summer Camp Program and/or After School Care should we need ADA Capabilities.

Fiscal Impact

\$200,000 is currently budgeted for FY 2024. The 2017 StarCraft Bus is valued at \$34,350.00 for trade in. The total contract price for the 2023 StarCraft would be \$184,342.00 with the trade in of the 2017 StarCraft bus.

Recommendation

Staff recommends approval of purchase contract with Model1 Commercial Vehicle, Inc for the purchase of 2023 StarCraft Allstar XL Bus.

Attachments

- Model1 Commercial Vehicles, Inc Price Proposal
- Model1 Commercial Vehicles, Inc Purchase Contract



PRICE PROPOSAL

2023

Starcraft Allstar XL 36'

Prepared for

**FSA Item 11 Starcraft
Allstar XL 36+2**

CONTACT

Date Issued:

Name: Les Burres

Phone: 904-537-7710

Email: lburres@model1.com



Whether you need to fill a spot in your fleet or create an entirely new vehicle, your Model 1 experts have a single top priority: *you*. With a clear understanding of your needs, we find ways to deliver – starting with deep relationships all the way back at the manufacturer level. And with the nation's largest inventory of commercial vehicles, you'll never be short on the best choices to make for your business.

SALES EXPERIENCE

550+ Years of Collective Bus
Sales Experience Servicing Over
1,500 Customers Annually

COMPETITIVE PRICING

Volume Discounts
Fixed Contract Pricing

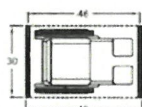
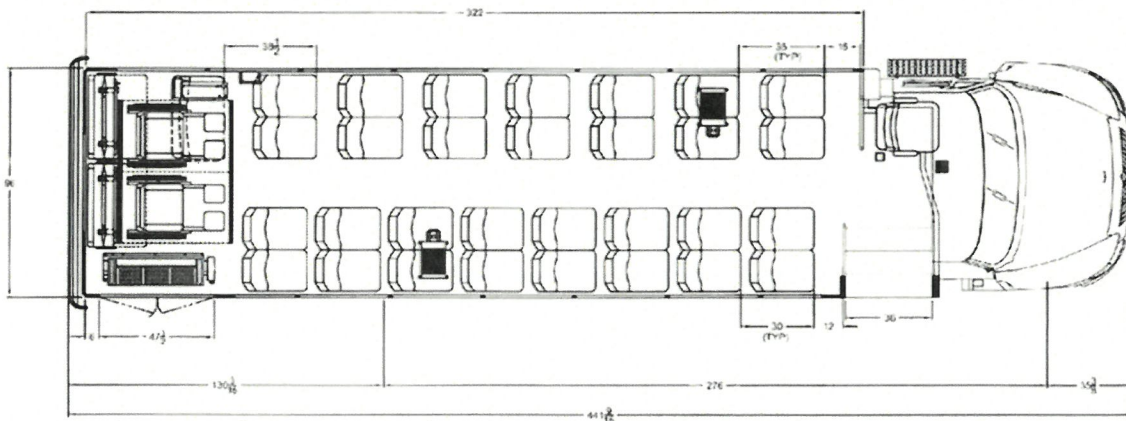
IN-HOUSE FINANCING

Seamless Transactions
Flexible Solutions

NATIONWIDE NETWORK

21 Full-Service Locations
Nationwide Partners with
25+ Top Manufacturers

IMAGES & FLOORPLAN



SPECIFICATIONS

CHASSIS

- 2023 IC TC Hydraulic Brakes Air Suspension
- Engine: Cummins ISB 6.7 240 HP
- GVWR: 23,500
- Fuel Type: Diesel
- Allison 2500 Transmission

EXTERIOR

- Exterior Color: White
- Wheelbase: 322"
- 96" wide exterior body
- Fully welded steel cage construction meeting all applicable FMVSS requirements
- "Starview" driver's visibility window in front of entry door
- Electric actuated 36" passenger entry door with full length glass
- 36" wide x 36" high upper double solid tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side, skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Front destination sign window with overhead access door
- Side destination sign window with structure

INTERIOR

- 81" interior floor to ceiling height
- Flat floor (no wheel wells)
- Floor and wall seat track for flexible seating
- 5/8" exterior grade plywood flooring
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- Sidewall, Rearwall and Ceiling: Grey FRP (fiberglass reinforced plastic)
- Driver Area: Grey padded vinyl
- Flooring: Gerflor Sirius Anthracite Grey
- Yellow step nosing
- Ceiling grab rail (each) on both sides
- 1 ¼" entry grab rail parallel to entrance steps (both sides)
- Stanchion and modesty panel behind driver
- Stanchion and modesty panel behind Entry Door

A/C & HEAT

- A/C System: TA7733 Super Dual 13, (2) SMC3L COND, (2) 13 CID COMP
- Heater: 70K BTU -Floor Mounted

LIGHTING

- Door activated interior lights
- LED mid-ship turn/marker lights
- Surface mound LED entry door exterior light

ELECTRICAL

- Intermotive Flex Tech Electrical System

AUDIO / VISUAL

- Jensen AM/FM/CD/Blue Tooth/USB Enabled, 4 speakers with mic input and clock
- PA module added to stereo system
- Additional speakers (2)
- Rosco back-up camera system with 7" rearview monitor/mirror combo

Wheelchair Accessibility

- 34" X 54" Braun wheelchair lift located in the rear of the lift
- Intermotive fast idle w/ Interlock
- 4" Grommet Mount LED
- Wheelchair door upfit package

ACCESSORIES

- Automatic Q' Straint securement kit (2)
- Q' Straint storage pouch (2)
- Priority seating sign **Required for ADA compliance**
- Wheelchair decal (international symbol of accessibility) each

SAFETY

- Back-up alarm SAE type C 97 db(A)

PASSENGER SEATING OPTIONS

- 34 Ambulatory, 0 Wheelchair
- 32 Ambulatory, 1 Wheelchair
- 30 Ambulatory, 2 Wheelchair

SEATING

Passenger Seating

- Seat Fabric: Level 6 Duratex Jordan Blue
- Mid high, double seat (15)
- Econo Flip, double seat (2)
- Foldaway seat, double AM Benchback (1)
- Anti-vandal grab handle, black, each on aisle of mid/hi seats (15)
- Seat belt, non- retractable (36)

Driver Seating: OEM seating

WARRANTY

Manufacturer Warranty	Starcraft: 5 Year / 100,000 Miles
Chassis Warranty	Basic: 12 Months / Unlimited Miles Powertrain: 4 Years / 50,000 Miles

All vehicles come with warranty, but Creative Bus Sales offers more value without the added cost.

Our coverage and support come with each of our new vehicles — *standard*.

WE PROCESS ALL THE WARRANTY REGISTRATIONS

We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

WE HANDLE ALL THE PAPERWORK

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

REPAIR FACILITIES NEAR YOU

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

NO MORE CLAIM FORMS

Creative Bus handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

LONGER WARRANTY PERIOD

We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.

PRICING

<i>DESCRIPTION</i>	<i>AMOUNT</i>
FSA Item 11 Base Bus Cost	\$140,137.00
FSA Option 11 additions	\$78,555.00
Total	\$218,692.00*

*Pricing does not include tax.

FSA Item 11 Options added to Base Bus

22925	International Deisel Chassis Cummins ISB 240 HP Allison 2500	\$18,530.00
22001	FRP on Rear wall, Grey	\$390.00
22000	FRP on Ceiling, Grey	\$957.00
2641	Trans Air AC 125K BTU TA7733 Super 13 Dual Compressor	\$20,540.00
20083	65K BTU Floor Mounted Heater (X2)	\$1,588.00
2871	Install Front Destination Sign Window	\$865.00
2872	Install Side Destination Side Window	\$489.00
8810	Door Activated Interior Lights	\$71.00
8287	Delux AM/FM/CD Radio PA Ready	\$581.00
99	PA System w/hand mic connected to Radio	\$298.00
20206	Double WC Door w/Windows	\$1,772.00
20227	Braun Lift Century (34"X54")	\$13,221.00
20390	Fast Idel w/Interlock- Intermotive IC	\$3,452.00
8689	Q Straint Wheelchair Tie Downs Max Retractor (X2)	\$2,438.00
20267	Back Up Alarm 97dba	\$99.00
99	Ceiling Grab Rail (Both Sides)	\$461.00
8130	1 1/4" Entrance Grab Rail (both sides)	\$184.00
20301	Stanchion Modesty Panel Behind Driver	\$248.00
8067	Mid High Double Seat (X5)	\$5,385.00
20320	Flip Seat, Double Freedman Mid High (X2)	\$3,416.00
2336	Foldaway Seat Mid High Bench Seat	\$2,190.00
2311	Anti-Vandal Grab Handles Aisle seats (X15)	\$1,380.00
Total		\$78,555.00



Model 1 Commercial Vehicles, Inc.
 8600 Atlantic Blvd
 Jacksonville, FL 32211

Phone: (904) 241-6004
 Fax: (904) 241-0507
 model1.com

BUYER'S ORDER CONTRACT

Date:	February 21, 2024	Unit #(s):	1705617
Customer Name:	City of Madeira Beach		
Contact:	Max Michalski	Phone:	727-392-0665 X 504
Address:	200 Rex Place	Fax:	
City, State, Zip:	Madeira Beach, FL 33708	E-Mail:	mmichalski@madeirabeachfl.gov
Customer ID:		Salesperson:	Les Burres
Ship To Address:			
Ship To Address Cont'd:			
Ship To Phone:		Ship To Email:	
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		County:	
Description of Vehicle:	Florida Sheriffs Association Contract 2023 Starcraft Allstar XL IC Diesel 36+2 (Includes Trade for 2017 Starcraft)		
VIN #:	5WEEZC8M1PH269590		
Engine Type:	Diesel	FOB Terms:	Shipping
Number of Passengers:	36	Wheelchair Positions:	2
Estimated Delivery Date:	March 29, 2024	Payment Terms:	Net 30 Upon Accept
Possession State:	FL	Unit Price	\$ 218,036.00
		Delivery	\$ -
		Incentive (Non-Taxable)	\$ -
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 150.00
		Base Selling Price	\$ 218,186.00
		Total Taxable Amount	\$ 183,836.00
		Sales Tax* (Estimated)	\$ -
	0.000% FL - Exempt-NonProfit Organization		\$ -
Notes: * The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer. Sales tax estimate is calculated based on the location in which the customer registers the vehicle. All rebates and incentives will be signed over to Model 1 Commercial Vehicles, Inc. California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.			\$ -
			\$ -
			\$ -
		DMV Fees* (Estimated)	\$ 500.00
		DMV Electronic Filing Fee	\$ -
		Tire Fee	\$ 6.00
		Fees Sub-Total	\$ 506.00
		Total Price Per Unit	\$ 218,692.00
		Quantity	1
		Contract Total	\$ 218,692.00
	0.00		
	Customer Net Trade	\$ (34,350.00)	
	Customer Deposit	\$ -	
	\$ -	\$ -	
	Balance Due	\$ 184,342.00	

Remit To: PO Box 713176, Chicago, IL 60677-0376

Terms and Conditions:

1. **DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED.** This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express. Dealer does not affirm or adopt any manufacturer warranties available to this Vehicle or any of its components. **DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS. CUSTOMER ACKNOWLEDGES THIS DISCLAIMER IS MADE IN CAPITALIZED, BOLD AND UNDERLINED FONT AND IS "CONSPICUOUS."** Customer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Customer is purchasing a "new" Vehicle as indicated above, Customer acknowledges that "new" means only that the Vehicle has not been previously titled although the Vehicle may have been used in a demo or a show; new does not create any warranty or expectation of value or performance. Customer understands and agrees that if either of Customer or Dealer should breach this Agreement or if Customer institutes any claim arising out of contract or the purchase of the Vehicle, the statute of limitation for any such claim is limited to one (1) year from the date of sale.
2. **DEPOSIT.** If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.
3. **DEALER NOT AGENT OF MANUFACTURER.** Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Customer's price will be increased by a like amount. If Customer is dissatisfied with the increase, Customer may cancel this order and Customer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Customer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Customer's vehicle, even if such changes are made prior to delivery of the vehicle.
4. **DELAYS.** Customer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.
5. **CUSTOMER'S INSPECTION AND ACCEPTANCE OF VEHICLE.** Customer understands that damage may have occurred to the vehicle at the manufacturer(s) factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Customer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Customer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Customer desires and (ii) utilizing and relying solely upon Customer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Customer such that Customer accepts the vehicle in its condition as of the date Customer signs the front page of this Agreement. Customer further acknowledges that Customer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Customer for the Vehicle. Consequently, Customer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Customer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.
6. **IF NOT A CASH TRANSACTION. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.**
7. **TITLE; ODOMETER STATEMENT.** Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Customer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Customer even though the actual delivery of the Vehicle may be made at a later date. Customer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement. Customer acknowledges receipt of such Federal Odometer Statement.
8. **TRADE-IN.** If Customer is trading in a vehicle, Customer will give Dealer the original bill of sale or the title to the trade-in. Customer promises that any trade-in which Customer gives in this purchase transaction is owned by Customer free of any lien or other claim except as noted on the other side of this Agreement. Customer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Customer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Customer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Customer warrants that the trade-in is or will be properly titled to Customer and/or Customer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

9. REAPPRAISAL OF TRADE-IN. If Customer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

10. FAILURE TO COMPLETE PURCHASE. Customer agrees to pay the balance owed on the terms and accept delivery of the Vehicle within forty-eight (48) hours after being notified that the Vehicle is ready for delivery. Failure to timely accept delivery by Customer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Customer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Customer shall pay to Dealer the amount paid on Customer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Customer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

11. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Vehicle, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Customer acknowledges that Customer shall not seek or recover such incidental or consequential damages from Dealer. Customer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

12. NON-DEALER WARRANTY(S) (IF APPLICABLE). Customer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Customer prior to Customer signing the front side of this Agreement and Customer acknowledges having physically received such written instruments. Customer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Customer has read to Customer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Customer has voluntarily chosen not to read such warranties.

13. TAXES, INSURANCE. Customer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Customer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of delivery. Customer understands that Customer is not covered by insurance on the Vehicle until Customer's insurance company accepts coverage on the Vehicle. Customer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Customer's insurance company accepting coverage on the Vehicle.

14. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Customer brings an action based on this Agreement and does not prevail, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Customer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Customer further agrees in connection with this purchase to waive Customer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. SEVERABILITY. Customer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Customer and Dealer, and Customer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Customer, became part of the basis of Customer's bargain, or is enforceable by Customer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Customer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Customer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Customer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Customer, are not included in this Agreement, and are not enforceable against Dealer.

Authorized Customer's Representative

Model 1 Commercial Vehicles, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____