



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

Wednesday, October 25, 2023 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 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. **DISCUSSION ITEMS**
 - A.** City Lobbyist Presentation
 - B.** FY24 Fire Salaries Increases
 - C.** Florida Firefighter Cancer Decontamination Equipment Grant
 - D.** A request to change the Candidate Qualifying Period
 - E.** Discuss/Review Possible Smoking/Vaping Ban on Parks and Beach
 - F.** Proposed Parking Changes
 - G.** John's Pass Village Alternative Compromise
 - H.** 2.5 ft Setback

I. Shade Structures

5. 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 the City Clerk at cvanblargan@madeirabeachfl.gov.



MEMORANDUM

Date: Oct 25, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: PRESENTATION BY SHUMAKER ADVISORS – RJ MYERS

Background

The City has utilized the professional services of Shumaker Advisors for State of Florida lobbying consulting and government relations for the past few years. Mr. RJ Myers a Principal with Shumaker will provide an overview of the firm's services and proposed work for the FY 2024 legislative year.

Discussion

The City has been utilizing the services of Shumaker Advisors, a Tampa, FL, firm, to provide professional lobbying services for State of Florida executive and legislative branch matters including favorable municipal legislation and funding for specific capital projects.

Most recently in the 2022 legislative session the City received two (2) grants totaling \$2.556 Million for John's Pass waterway dredging and road resurfacing projects mainly through the work performed by Shumaker Advisors. Unfortunately, in 2023 the City's request to help fund a public works/fire day-usage building was vetoed. The City will again in the 2024 State legislative session seek funding for capital projects including:

- a. Flooding & Resiliency Mitigation – Sea Walls Replacement
- b. Roads & Streets, Area 9

The City has and continues to be very pleased with Shumaker's performance.



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: October 25, 2023

RE: FY24 Fire Salaries Increases

Background

Proposed FY 2024 Fire Salaries Increase of 15%. This general wage increase is an attempt to mitigate the recruitment and retention issues the fire service is currently facing by staying competitive with the surrounding department's salaries.

Fiscal Impact

The Fire Department's FY24 salary budget will be increased by 15%, a total of \$144,988.48.

Recommendation

Staff recommends approval of the proposed one time, 15%, salary increase for Fire Department's staff, non-administrative positions.

Attachment(s):

FY24 Proposed Salary Increase Spreadsheet.



Position	Hire Date	Step # Fy 2023	Pay Rate Fy 2023	Salary Fy 2023	Step # Fy 2024	Pay Rate Fy 2024	Salary Fy 2024	Salary Increase 10.00%	Salary Increase 12.50%	Salary Increase 15.00%
Driver / Paramedic	6/25/2007	14	\$ 26.37	\$ 76,803.61	14	\$ 27.17	\$ 79,119.04	\$ 87,010.56	\$ 88,990.72	\$ 91,000.00
Driver / Paramedic	3/17/2014	10	\$ 23.43	\$ 68,239.01	11	\$ 24.86	\$ 72,392.32	\$ 79,643.20	\$ 81,448.64	\$ 83,283.20
Driver / Paramedic	1/30/2012	12	\$ 24.86	\$ 72,394.77	13	\$ 26.38	\$ 76,818.56	\$ 84,477.12	\$ 86,399.04	\$ 88,350.08
Fire Inspector	7/20/2015	8	\$ 32.35	\$ 67,282.02	9	\$ 33.32	\$ 69,305.60	\$ 69,305.60	\$ 69,305.60	\$ 69,305.60
Firefighter / Paramedic	11/7/2022	1	\$ 16.98	\$ 49,445.76	2	\$ 18.01	\$ 52,445.12	\$ 57,715.84	\$ 59,026.24	\$ 60,307.52
Firefighter / Paramedic	4/12/2021	3	\$ 18.01	\$ 52,457.01	4	\$ 19.11	\$ 55,648.32	\$ 61,210.24	\$ 62,608.00	\$ 63,976.64
Firefighter / Paramedic	2/3/2014	10	\$ 22.16	\$ 64,515.50	11	\$ 23.51	\$ 68,461.12	\$ 75,304.32	\$ 77,022.40	\$ 78,711.36
Firefighter / Paramedic	8/1/2016	8	\$ 20.88	\$ 60,812.05	9	\$ 22.16	\$ 64,529.92	\$ 70,965.44	\$ 72,596.16	\$ 74,168.64
Firefighter / Paramedic	2/8/2021	3	\$ 18.01	\$ 52,457.01	4	\$ 19.11	\$ 55,648.32	\$ 61,210.24	\$ 62,608.00	\$ 63,976.64
Firefighter / Paramedic	6/29/2020	4	\$ 18.55	\$ 54,030.72	5	\$ 19.69	\$ 57,337.28	\$ 63,044.80	\$ 64,500.80	\$ 65,898.56
Firefighter / Paramedic	10/1/2023	-	\$ -	\$ -	1	\$ 17.49	\$ 50,930.88	\$ 56,026.88	\$ 57,308.16	\$ 58,560.32
Firefighter / Paramedic	10/1/2023	-	\$ -	\$ -	1	\$ 17.49	\$ 50,930.88	\$ 56,026.88	\$ 57,308.16	\$ 58,560.32
Firefighter / Paramedic	10/1/2023	-	\$ -	\$ -	1	\$ 17.49	\$ 50,930.88	\$ 56,026.88	\$ 57,308.16	\$ 58,560.32
Lieutenant / Paramedic	7/30/2012	12	\$ 26.80	\$ 78,041.72	13	\$ 28.44	\$ 82,817.28	\$ 91,116.48	\$ 93,184.00	\$ 95,222.40
Lieutenant / Paramedic	3/27/2013	11	\$ 26.02	\$ 75,768.66	12	\$ 27.61	\$ 80,400.32	\$ 88,466.56	\$ 90,475.84	\$ 92,456.00
Lieutenant / Paramedic	3/5/2018	6	\$ 22.44	\$ 65,358.71	7	\$ 23.82	\$ 69,363.84	\$ 76,294.40	\$ 78,041.60	\$ 79,730.56
Totals				\$ 837,606.55			\$ 1,037,079.68	\$ 1,133,845.44	\$ 1,158,131.52	\$ 1,182,068.16
Variance to Previous Year							\$ 199,473.13			
Variance to Base Salary							\$ 96,765.76	\$ 121,051.84	\$ 144,988.48	
Variance to Previous Year							\$ 296,238.89	\$ 320,524.97	\$ 344,461.61	



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: October 25, 2023

RE: State Issued Grant For The Cancer Reducing Exhaust Capture System

Background

MBFD has taken on the mission of preventing cancer in the fire service with gross decontamination on scene, a 2nd set of bunker gear, no contaminated gear in the cab and the temperature-controlled decontamination chamber. Another step we have taken is applying for and being awarded funding to purchase and have the Wards Diesel Filter installed on our two ladder trucks. This is mounted directly into the exhaust system and filters the carcinogens that have been directly related to cancer.

Per NFPA standards: NFPA 1500 9.1.6: The fire department shall prevent exposure to firefighters and contamination of living and sleeping areas by exhaust emissions.

We currently adhere to that standard, but we are taking this another step further. ABC news did a story about one of our former lieutenants and his diagnosis with cancer and my own scare which I still get tested for every year. We believe in a healthy in healthy out mindset and this is yet another way to make sure these firefighters have a long and healthy career.

The Madeira Beach Fire Department was awarded the 2023/24 Florida Firefighter Cancer Decontamination Equipment Grant in the amount not to exceed \$21,604 for the purchase of a vehicle exhaust capture system. The City will be responsible for 25% of the amount.

Fiscal Impact

The approved project is to purchase 1 vehicle exhaust capture system not to exceed a total cost of \$21,604. The City of Madeira will be responsible for 25% of the total.

Recommendation

Staff recommends approval to receive the awarded 2023/24 Florida Firefighter Cancer Decontamination Equipment Grant for the purchase of a vehicle exhaust capture system.

Attachment(s):

2023/24 Florida Firefighter Cancer Decontamination Equipment Grant Agreement

Revised – December 27, 2018



**GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
CITY OF MADEIRA BEACH**

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and City of Madeira Beach (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Cancer Decontamination Equipment Grant Program within the Division of State Fire Marshal (Division) to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment, supplies, and training designed to mitigate exposure to hazardous, cancer-causing chemicals;

WHEREAS, the Florida Legislature has appropriated funds for the 2023-2024 State fiscal year to the Department to implement section 633.137, F.S., for the specific purposes stated therein, and the Division has the authority to administer the program and annually award grants upon the terms and conditions set forth herein and in Rule 69A-37.503, Florida Administrative Code (F.A.C.);

WHEREAS, to be a recipient of State funds under this grant program, the Grantee has identified a source of nonstate funding in an amount that is equal to or exceeds 25% of the funding provided to Grantee under this Agreement; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

1. Performance Requirements:

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. Compliance with Laws, Rules, Regulations, and Policies:

The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. Agreement Duration:

The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the State’s fiscal year in which the grant was awarded. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement’s effective date or after its ending date. The term of this Agreement may not be extended or renewed.

4. Payment and Funding Considerations:

- 4.1. Funding:** This Agreement is a cost-reimbursement agreement, subject to a minimum 25% match of funds from a nonstate source of funding, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds will be paid by the Department in consideration of the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.
- 4.2. Payment Process:** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at:
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 4.3. Grantee Rights:** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- 4.4. Taxes:** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
- 4.5. Invoicing and Acceptance:** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.
- 5. Expenditures:**
All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at:
referenceguideforstateexpenditures4a8dd8e7f6fd4eae3eb12363d341f74.pdf (myfloridacfo.com). The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.
- 6. Governing Laws of the State:**
- 6.1. Governing Law:** The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the

terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

- 6.2. Ethics:** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but will not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.
- 6.3. Employment Eligibility Verification:** N/A
- 6.4. Advertising:** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 6.5. Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" must appear in the same size letters or type as the name of the Grantee.
- 7. Mandatory Disclosure Requirements:**
- 7.1. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 7.2. Convicted Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or

replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

- 7.3. Discriminatory Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”
- 7.4. Continuing Duty of Disclosure of Legal Proceedings:** N/A
- 7.5. Antitrust Violator Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
- 7.6. Department Inspection of Records:** Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.
- 7.7. Foreign Gifts and Contracts:** The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”
- 8. Funding Requirements of Section 215.971(1), F.S.:**
- 8.1.** The Grantee shall perform all tasks contained in the SOW.
- 8.2.** Receipt by the Grantee of the Department’s written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee’s compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

- 8.3.** If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
- 8.4.** The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
- 8.5.** The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 8.6.** The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.
- 9. Advance Payments:** If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.
- 10. Final Invoice:** The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.
- 11. Return or Recoupment of Funds:**
- 11.1.** If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
- 11.2.** Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.
- 12. Audits and Records:**
- 12.1.** Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- 12.2.** The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 12.3.** The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.
- 12.4.** The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this

Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance or the period required by the General Records Schedules maintained by the Florida Department of State (available at <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>) whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.070(2)(b)4, F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at the time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>)

- 12.5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.
- 12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.
- 12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
- 13. Public Records:** Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A refer to "Grantee." All references to "Contract within Addendum A refer to "Agreement."
- 14. Assignments, Subgrants, and Contracts:**
- 14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
- 14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's

compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

- 14.3.** The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
- 14.4.** The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.
- 15. MyFloridaMarketPlace:** Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

16. Nonexpendable Property:

- 16.1.** For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 16.2.** All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 16.3.** The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

- 16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- 16.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 16.6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in Attachment 1, Specific Grant Awards.
- 16.7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 17 below.

17. Disposition of Property:

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:
N/A

19. Data Security and Information Resource Acquisition: N/A

20. Insurance:

- 20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.
- 20.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

21. Patents, Copyrights, and Royalties: N/A

22. Intellectual Property Rights: Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

23. Independent Contractor Status: It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as

provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

- 23.1.** Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
- 23.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- 23.3.** The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.
- 23.4.** Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.
- 23.5.** The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.
- 23.6.** At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.
- 24. Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at:
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 25. Entire Agreement:** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:
- i. Attachment 1, Specific Grant Awards;
 - ii. Attachment 2, Statement of Work;
 - iii. This Agreement;
 - iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
 - v. Addendum A, Public Records Requirements; and
 - vi. Attachment 4, Index of Applicable Laws and Regulations.
- 26. Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement

and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

27. Termination:

- 27.1. Termination Due to the Lack of Funds:** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."
- 27.2. Termination for Cause:** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.
- 27.3. Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. Dispute Resolution: Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

29. Indemnification:

- 29.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
- 29.2.** Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation

will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

- 29.3.** The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

- 30. Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.
- 31. Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

32. Survival: Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.

33. Execution in Counterparts: The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

34. Contact Information for Grantee and Department Contacts:

Department’s Contract Manager:

Susan Schell, Safety Programs Manager
Bureau of Fire Standards and Training
Division of State Fire Marshal
11655 NW Gainesville Road
Ocala, FL 34482
Telephone number: (352) 369-2800
Susan.Schell@myfloridacfo.com

Grantee’s Payee:

Grantee’s Contract Manager:

Name: City of Madeira Beach	Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

35. Notices:

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms “written notice” or notice “in writing” are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and the attachments, addenda, and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee: City of Madeira Beach

Department of Financial Services:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1, Specific Grant Awards

The Department has established a funding award for Grantee in an amount not to exceed \$16,203.00 for the grant period during the 2023-2024 State fiscal year.

Per the Grant Award Letter, Grantee's authority to expend State grant funds referenced above is conditioned upon Grantee's expenditure of \$5,401.00 in matching funds. The total expenditures that must be accounted for by the Grantee are \$21,604.00, and are authorized for the following equipment, supplies, and training:

1 vehicle exhaust capture system (consists of 2 direct capture units)

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section B.3., Deliverables, of this Agreement.

Attachment 2, Statement of Work

A. PROGRAM REQUIREMENTS

The Division of State Fire Marshal (Division) is to enter into grant agreements to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment and supplies designed to mitigate exposure to hazardous, cancer-causing chemicals when the Florida Legislature appropriates funding for this purpose to the Department for the Firefighter Cancer Decontamination Equipment Grant Program. The Division prioritizes the annual award of grants to those career, combination, and volunteer fire departments demonstrating need via participation in the annual Florida Fire Service Needs Assessment Survey, in compliance with the requirement to submit fire incident data as required in Rule 69A-66.004, F.A.C., in compliance with the Florida Firefighters Occupational Health and Safety Act (or has a plan for correction for any noncompliance issue filed with the Division), and in compliance with the requirement to provide a minimum 25% match of nonstate funding for the amount of funding requested and proof of that funding. Grantees shall only use funds to:

- (a) Purchase vehicle exhaust capture systems that are either mounted in the stations or on the vehicles and are compliant with the standards of National Fire Protection Association (NFPA) 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Program, as specified in Rule 69A-62.025, F.A.C.
- (b) Purchase personal protective equipment extractor units that are designed to operate using 110-volt alternating current (AC); however, additional costs such as wiring and installation will not be covered.
- (c) Purchase personal protective equipment extractor units not designed to operate using 110-volt AC current; however, additional costs such as wiring and installation will not be covered.
- (d) Purchase second issued hoods, gloves, and helmet earflaps that are compliant with the standards of NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, as specified in Rule 69A-37.060, F.A.C., and that can be exchanged at the scene or in quarters after fire extinguishment.
- (e) Purchase other equipment that is used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.
- (f) Purchase supplies that are used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.
- (g) Provide educational training designed to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

B. SCOPE OF WORK

1. The Grantee's Responsibilities:

- a. The Grantee shall perform the tasks as specified in Section 3, Deliverables, and comply with the requirements of the Agreement.
- b. The Grantee shall remain in compliance with all grant award eligibility requirements during the Agreement term, including, but not limited to, the following:
 - 1) Maintenance of all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
 - 2) Submission of all incident reports to the Florida Fire Incident Reporting System (FFIRS).
 - 3) Compliance with the Florida Firefighter Occupational Health and Safety Act or the requirements of the Grantee's filed plan for correction.
 - 4) Maintenance of a written Agreement with the fire service provider under which the fire department is operating.
- c. To fulfill the requirements of Rule 69A-37.503(7)(a), F.A.C., the Grantee hereby acknowledges receipt of this Agreement as the Department's award notification and shall

return this signed Agreement to the Department within thirty (30) days of the Department’s award notification to the Grantee. The signed Agreement must be attached to an email and sent to FirefighterGrant@myfloridacfo.com.

2. The Department's Responsibilities:

- a. To fulfill the requirements of Rule 69A-37.503(7)(a), F.A.C., the Department shall provide this Agreement to the Grantee for its signature and deem the timely receipt of this signed Agreement via an email attachment from Grantee via FirefighterGrant@myfloridacfo.com to be the Grantee’s notice of acceptance of the award.
- b. The Department shall conduct all verification activities associated with the Grantee’s expenditures for the items authorized in Attachment 1, Specific Grant Awards, including expenditure of the match amount stated in Attachment 1, Specific Grant Awards.
- c. The Department shall provide reimbursement of properly documented and authorized expenditures.

3. Deliverables:

The Grantee shall perform the following tasks as specified:

Deliverable 1 – Expend Funds for Authorized Equipment, Supplies, and Training		
Tasks	Performance Measures and Due Date	Financial Consequences
Expend funds for items as authorized in Attachment 1, Specific Grant Awards.	<p>For authorized equipment and supply purchases: Submit to the Department an invoice that clearly reflects the description of the item(s), number of units, and cost per unit for the equipment and supplies purchased; and proof of payment for such items. Upon receipt of such items, submit to the Department copies of documentation confirming receipt.</p> <p>For authorized training: Submit to the Department an invoice and any additional documentation necessary to clearly describe the training, the purpose and benefits of the training, the dates and times for the training to be conducted, and proof of payment for the scheduled training. Upon completion of the training, provide proof of attendance and completion of the training by the number of participants that received the training.</p>	Funds expended for the authorized items will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the item.

	<p>Due Dates: For each authorized use of funding, the funds must be fully obligated for the authorized use on or before the last day of the State fiscal year for the grant award period.</p>	
<p>Deliverable 1 State Funds Payment Amount Must Not Exceed Amount Stated in Attachment 1: TOTAL Payment Amount must not exceed total grant award stated in Attachment 1</p>		

4. Expenditure and Reconciliation Report:

Pursuant to section 215.971, F.S., the Department’s Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. In addition, the Department’s Contract Manager must verify that the Grantee has expended the required amount of matching funds in accordance with the requirements of Attachment 1, Specific Grant Awards. If the Department’s Contract Manager requests documentation from the Grantee’s Contract Manager for these purposes, the Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department’s request. See Section C.3. below for further detail regarding the documentation and reporting requirements for State fund and matching fund expenditures.

C. SPECIAL PROVISIONS

1. Agreement Duration:

This Agreement is effective (effective date) on the date last signed and will end on the last day of the State’s fiscal year in which the grant was awarded. The Grantee may commence its performance of the requirements of the Agreement as of the date it submits a signed copy of the Agreement to the Department in accordance with the requirements of Section B.1.c., above.

2. Demonstration of Performance and Acceptance of Deliverables:

The deliverables will be accepted by the Department’s Contract Manager only after the Grantee has provided proof of payment and receipt of the authorized items. If the Department rejects a deliverable, all costs associated with correction of that deliverable shall be at the Grantee’s expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the deliverable shall be considered to occur when the deliverable has been approved by the Department. The Agreement will be considered complete upon acceptance by the Department of all deliverables required under the Agreement. The Department may independently verify the receipt by Grantee of deliverables beyond the methods described in this Section. The Grantee must provide proof of payment and receipt of the authorized items to be entitled to retain funds provided under the Agreement.

3. Payment Amount, Invoice Submittal, and Payment Schedule:

The payment obligation of the Department shall not exceed the amount of State funds to be awarded as stated in Attachment 1. The deliverable amount specified in Attachment 1, establishes the maximum reimbursable amount for the authorized item and not the value of the item. The Grantee's entitlement to retain funds is dependent upon the following: the Grantee timely submitted an accurate and acceptable invoice and any other necessary supporting documentation as described in Section B.3., Deliverables; the funds were fully obligated by the Grantee as of June 30th of the State’s fiscal

year in which the grant was awarded and were disbursed by the Department on or before September 30th of the same calendar year; and, in accordance with Agreement Section 8, Funding Requirements of Section 215.971, F.S., the funds were expended by the Grantee for allowable costs incurred in performance of the requirements of this Agreement. If the Department does not receive all documentation necessary from the Grantee to confirm its acceptance of all deliverables, the Grantee shall return all excess funds it has received.

In addition to the documents identified in Section B.3., Deliverables, the Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

If the Agreement is terminated early, the Department shall only pay for completed and accepted deliverables.

4. **Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.
5. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the requirements of Section B.3., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and, in particular, as specified above in Section B.3., Deliverables, will result in assessment by the Department of the specified financial consequences.

This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

6. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.
7. **Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under the Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work as shall not have been terminated by the Department.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
 - d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
8. **Nondiscrimination:** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or

age. The Grantee shall provide a harassment-free workplace and give any allegation of harassment priority attention and action.

9. Limitation of Liability:

- a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
- b. Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

- End of Attachment 2, Statement of Work -

ATTACHMENT 3



**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

2. Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
3. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
4. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): Susan.Schell@MyFloridacfo.com

or

Paper (hard copy):
Susan Schell
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: Fire Decontamination Equipment Grant Program

State Awarding Agency: State of Florida, Department of Financial Services

Catalog of State Financial Assistance Title and Number: Fire Decontamination Equipment Grants,
43.013

Amount: The amount listed in the first paragraph of Attachment 1, Specific Grant Awards, of this
Agreement

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The requirements of this Agreement, section 633.137, F.S., and Rule 69A-37.503, F.A.C.

Attachment 4
Index of Applicable Laws and Regulations

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsRequest@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Clara VanBlargan, City Clerk
DATE: October 16, 2023
RE: A request to change the Candidate Qualifying Period

Background

The City Manager suggested that the Board of Commissioners to consider changing the Candidate Qualifying Period, which is the first two full weeks in December, excluding the weekends, beginning at Noon on Monday, the first day of the qualifying period and ending at Noon on Friday, the last day of the qualifying period. The change is to the first full week in December, excluding the weekend, beginning at Noon on Monday, the first day of the qualifying period and ending at Noon on Friday, the last day of the qualifying period.

City Charter, Section 3.3 Nomination of Board of Commissioners.

- (A) *Filing.* Every person who shall desire to become a candidate for nomination under the provisions of this Charter to the office of Mayor and District-Commissioner, shall qualify to become such candidate by filing with the City Clerk during the candidate qualifying period held during the first two full weeks in December, excluding weekends, beginning at Noon on Monday, the first day of the qualifying period and ending at Noon on Friday, the last day of the qualifying period. Under no circumstances shall the City Clerk accept any nomination petitions or filing fees after the close of the filing period as stated herein. Every person's application is to have his/her name printed upon the ballot as a candidate for nomination to the office for which he/she aspires, in which application, he/she shall declare from the district he/she is a candidate or so declare if he/she is a candidate for Mayor. All applications shall be accompanied by an affidavit the candidate is an elector and a resident of the City of Madeira Beach, Florida, for one (1) year immediately prior to the date of said application and has been a resident of said district for which he/she declares himself/herself to be a candidate for a period of six (6) months prior to the date of said application. With said application shall be filed a petition which shall indicate prominently the district from which the Petitioner is a candidate, or if he/she be a candidate for Mayor.
- (B) *District Commissioners.* Should any District Commissioner desire to become a candidate for the office of Mayor, said District Commissioner shall resign his/her office of District Commissioner not less than ten days before the qualifying period for the election in which

he/she desires to become a candidate for Mayor. Provided, however, such compulsory resignation shall not apply to a District Commissioner whose term as commissioner expires at or before the time he/she would take office as Mayor, if elected. The resignation shall be filed in the office of the City Clerk. The vacancy created by such resignation shall be filled as provided in 2.2(C) of said Charter.

- (C) Candidate Petition Forms. Candidates for the office of Mayor and District Commissioner shall submit Candidate Petition Forms. Each candidate may seek or be nominated for election by Candidate Petition Forms signed by qualified voters of the City of Madeira Beach, Florida, not less in number than twenty-five (25). Each signature shall be executed in ink and the form shall indicate the place of the petitioner's residence. All petition forms shall contain the name of the candidate and the office and district number for which the candidate is being nominated.

In the case of a candidate for District-Commissioner, his/her petitions shall be signed by electors within his/her district.

No candidate may seek election to more than one elective City of Madeira Beach, Florida office in any given election.

Fiscal Impact

The estimated cost to advertise the Ordinance for the second reading and public hearing is \$150.00.

Recommendation

If the Board of Commissioners should choose to change the candidate qualifying period the City Attorney can prepare an Ordinance for first reading and public hearing at the November 8, 2023 BOC Regular Meeting for that purpose.

If the Ordinance is approved after the first reading, the Ordinance will be advertised for a second reading and public hearing on December 13, 2023. The deadline for submitting ballot language to the Pinellas County Supervisors of Elections is 5:00 p.m. on Tuesday, December 19, 2023.

If the voters approve the charter amendment at the March 19, 2024 Municipal Election, it will take effect for the candidate qualifying period beginning in December 2024 for the March 2025 Municipal Election.

Attachments:

City Charter, Section 3.3 Nomination of Board of Commissioners
Neighboring Cities (City Charter) – Qualifying Period

CITY CHARTER

Section 3.3 Nomination of Board of Commissioners.

- (A) *Filing.* Every person who shall desire to become a candidate for nomination under the provisions of this Charter to the office of Mayor and District-Commissioner, shall qualify to become such candidate by filing with the City Clerk during the candidate qualifying period held during the first two full weeks in December, excluding weekends, beginning at Noon on Monday, the first day of the qualifying period and ending at Noon on Friday, the last day of the qualifying period. Under no circumstances shall the City Clerk accept any nomination petitions or filing fees after the close of the filing period as stated herein. Every person's application is to have his/her name printed upon the ballot as a candidate for nomination to the office for which he/she aspires, in which application, he/she shall declare from the district he/she is a candidate or so declare if he/she is a candidate for Mayor. All applications shall be accompanied by an affidavit the candidate is an elector and a resident of the City of Madeira Beach, Florida, for one (1) year immediately prior to the date of said application and has been a resident of said district for which he/she declares himself/herself to be a candidate for a period of six (6) months prior to the date of said application. With said application shall be filed a petition which shall indicate prominently the district from which the Petitioner is a candidate, or if he/she be a candidate for Mayor.
- (B) *District Commissioners.* Should any District Commissioner desire to become a candidate for the office of Mayor, said District Commissioner shall resign his/her office of District Commissioner not less than ten days before the qualifying period for the election in which he/she desires to become a candidate for Mayor. Provided, however, such compulsory resignation shall not apply to a District Commissioner whose term as commissioner expires at or before the time he/she would take office as Mayor, if elected. The resignation shall be filed in the office of the City Clerk. The vacancy created by such resignation shall be filled as provided in 2.2(C) of said Charter.
- (C) *Candidate Petition Forms.* Candidates for the office of Mayor and District Commissioner shall submit Candidate Petition Forms. Each candidate may seek or be nominated for election by Candidate Petition Forms signed by qualified voters of the City of Madeira Beach, Florida, not less in number than twenty-five (25). Each signature shall be executed in ink and the form shall indicate the place of the petitioner's residence. All petition forms shall contain the name of the candidate and the office and district number for which the candidate is being nominated.

In the case of a candidate for District-Commissioner, his/her petitions shall be signed by electors within his/her district.

No candidate may seek election to more than one elective City of Madeira Beach, Florida office in any given election.

Neighboring Cities (City Charter) – Qualifying Period

- **City of Indian Rocks Beach** - For a regular election, no person may qualify as a candidate prior to noon of the first Monday in December, but no later than noon of the second Monday in December, preceding the next regular city election.
- **City of St. Pete Beach** –The city commission shall set the dates for the qualification period as the first two full weeks of November of the year preceding the municipal election.
- **City of Gulfport** - Any qualified elector desiring to run for the office of mayor or council member shall file with the city clerk at any time after 8:30 a.m. of the first day of qualifying, which shall be the first Monday in December, nor later than 12:00 Noon on the final day of qualifying, which shall be the second Monday of December prior to the election, petition cards signed by no less than ten (10) qualified electors who, in the case of mayor, reside within the city at large and which electors, in the case of council member, reside in and are qualified electors of the ward in which the candidate for council member resides.
- **North Redington Beach** – Every person who desires to be a candidate, either for mayor or for commissioner, shall qualify to become such candidate by filing with the town clerk, under oath on the form prescribed by the board of commissioners, his/her application to run for said office. This must be done by completing, subscribing and filing same with the town clerk in affidavit form, after 8:00 a.m. on the first Friday in December and before 5:00 p.m. on the third Friday in December, before the date of the election. In the event such qualifying deadline falls upon a Saturday or a Sunday or a legal holiday, then he or she shall have time to file said application on the next following business day.
- **City of Redington Shores** - The opening date for filing for candidacy shall be 9:00 a.m. on the first Friday of December prior to the scheduled date of the municipal election, and the closing date for filing shall be 12:00 noon on the third Friday of December prior to the scheduled date of said election.
- **City of Redington Beach** - The opening day for filing for candidacy shall be 9:00 a.m. on the first Friday of December and the closing date for filing for candidacy shall be 1:00 p.m. on the third Friday of December prior to the said March election.
- **City of Clearwater** – Candidates may file qualifying papers with the city clerk during regular business hours at the city hall during the qualifying period, which begins at 8:00 a.m. on the first Monday in December and ends at 5:00 p.m. on the second Friday thereafter. However, in years when the municipal election is moved to coincide with the presidential preference primary, the qualifying period will begin at 8:00 a.m. on the first Friday in November and end at 5:00 p.m. on the third Friday in November.
- **City of Treasure Island** – Qualification papers shall be available in the office of the city clerk at noon on the 17th business day preceding the scheduled ballot language deadline until noon of the 7th business day preceding the scheduled ballot language deadline. In

order to qualify as a candidate in any municipal election, the candidate must file the qualification papers by no later than noon the 7th business day preceding the ballot language deadline. In the event that either such date falls on a Saturday, Sunday or municipal holiday, then such date shall be extended until noon of the next subsequent date that is not a Saturday, Sunday or municipal holiday. In the event of a special municipal election called as a result of any vacancy in office, the filing date shall be established by the city commission in the ordinance or resolution calling such special election.

Chapter 4: Becoming a Candidate

A candidate is a person who:

- Seeks to qualify for nomination or election by means of the petition process;
- Seeks to qualify for election as a write-in candidate;
- Receives contributions or makes expenditures, or consents for any other person to receive contributions or make expenditures, with a view to bring about their nomination or election to, or retention in, public office;
- Appoints a treasurer and designates a primary depository; or
- Files qualification papers and subscribes to a candidate's oath as required by law.

This definition does **not** include an individual seeking a publicly elected position for a political party executive committee.

(Sections [97.021\(7\)](#) and [106.011\(3\)](#), Fla. Stat.)

When and What to File

[Form DS-DE 9, Appointment of Campaign Treasurer and Designation of Campaign Depository for Candidates](#), is the first document that must be filed with the filing officer to become a candidate. At the same time, the candidate must designate the office for which they are running. A candidate can appoint a campaign treasurer and designate a campaign depository at any time, but **no later** than the date the candidate qualifies for office, and **before** any contributions are received, any expenditures are made, and any signatures are obtained on a candidate petition. Nothing prohibits a person from announcing their intention to become a candidate prior to filing [Form DS-DE 9](#), **as long as no contributions are received, no expenditures are made, and no signatures are obtained on a candidate petition.** (See [Chapter 7: Campaign Treasurers](#).)

[Form DS-DE 9](#) must be filed with the filing officer:

- **Prior** to opening the campaign account.
- **Prior** to the candidate accepting any contributions or making any expenditures, or authorizing another to accept contributions or make expenditures on the person's behalf.
- **Prior** to obtaining signatures on a [DS-DE 104](#), Candidate Petition.

Note: The form is considered "filed" only when the filing officer receives the form (not upon mailing) **and** determines that the form is complete.

Form DS-DE 84, Statement of Candidate, must be filed with the filing officer within **ten days** after filing [Form DS-DE 9](#). This form states that the candidate has been provided access to read and understand the requirements of [Chapter 106](#), Florida Statutes. The execution and filing of the statement of candidate does not in and of itself create a presumption that any violation of [Chapter 106](#), Florida Statutes, or [Chapter 104](#), Florida Statutes, is a willful violation. An individual seeking election to a political party executive committee is **not** required to file [Form DS-DE 84](#).

Form DS-DE 83, Statement of Candidate for Judicial Office, must be filed by each candidate for judicial office, including an incumbent judge, within **ten days** after filing [Form DS-DE 9](#).

This form states that the judicial candidate has received, read, and understands the requirements of the Florida Code of Judicial Conduct.

(Sections [105.031](#), [106.021](#), and [106.023](#), Fla. Stat.)

Filing Officer

The filing officer is the person before whom a candidate qualifies:

- **Division:** State, multi-county district, and judicial offices (except county court judge)
- **Supervisor of Elections:** County court judge, countywide, and district offices (except multi-county offices)
- **Municipal Clerk:** Municipal offices

(Section [106.011\(11\)](#), Fla. Stat.)

Resign-to-Run

No officer may qualify as a candidate for another state, district, county, municipal public office or federal office if the terms or any part thereof run concurrently with each other, without resigning from the office they presently hold. The resignation is irrevocable.

The written resignation must be submitted at least **ten days** prior to the first day of qualifying for the office. The resignation must be effective no later than the earlier of the following dates:

- The date the officer would take office, if elected; or
- The date the officer's successor is required to take office.

(Section [99.012\(3\)](#) and [\(4\)](#), Fla. Stat.)



MEMORANDUM

Date: Oct 25, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: Discuss/Review Smoking/Vaping on Public Parks and Beach/Sand

Background

In 2022, Florida Governor Ron DeSantis signed into law House Bill 105 amending the Florida Clean Indoor Air Act allowing cities and counties to restrict smoking at public beaches and parks subject to certain exceptions including unfiltered cigars.

Discussion:

For various health and environmental reasons, various cities including Treasure Island, Clearwater, St Petersburg, Belleair Bluffs, etc., have adopted ordinances regulating smoking making it unlawful, except for the smoking of unfiltered cigars, in public parks and beaches owned and operated by the applicable city.

Cigarette butts are one of the most found litter items on our beach and parks and one of the more difficult to remove. Additionally, cigarette butts can cause ingestion hazards to wildlife, can detract from a healthy environment, and can reduce the enjoyment of the City's public beach and parks for individuals and families desirous of enjoying a smoke-free environment.

Should the City Commission wish to pursue adopting a similar smoking restriction ordinance, City staff would review the potential business impact and return a proposed ordinance at a future Commission regular meeting for a 1st reading and a public hearing.

Enforcement would occur by a continuous educational and information campaign, additional signage, followed by warnings to individuals observed smoking, followed by the issuance of a citation/violation/ticket by deputies upon the completion of the first 3 months of the educational/information campaign.

Enclosed are the ordinances used by the cities St Petersburg and Belleair Bluffs.

Fiscal Impact

Cost of additional signage and/or additional dedicated enforcement (PCSO extra-duty deputies)

ORDINANCE 2022-23

AN ORDINANCE OF THE CITY OF BELLEAIR BLUFFS, FLORIDA, CREATING CHAPTER 92 OF THE CODE OF ORDINANCES OF THE CITY OF BELLEAIR BLUFFS TO ESTABLISH RESTRICTIONS RELATING TO SMOKING AT CITY PARKS; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR THE PROHIBITION OF SMOKING AT CITY PARKS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR POSTING OF NO SMOKING SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, smoking at City parks is a danger to health and is a material annoyance, inconvenience, discomfort and health hazard to patrons of City parks; and

WHEREAS, Florida Statute 386.209 provides that the regulation of smoking is preempted to the State and supersedes any county or municipal ordinance on the subject; and

WHEREAS, effective July 1, 2022, Florida Statute 386.209 was revised to allow for counties and municipalities to restrict smoking within boundaries of any public beaches and public parks that they own, except that counties and municipalities may not further restrict the smoking of unfiltered cigars; and

WHEREAS, the City Commission of the City of Belleair Bluffs has determined that it is appropriate to create Code provisions to regulate smoking at City parks; and

WHEREAS, the City Commission has received input from the public at two public hearings.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BELLEAIR BLUFFS, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Chapter 92 of the Code of Ordinances of the City of Belleair Bluffs is hereby created to read as follows:

CHAPTER 92 – RESTRICTIONS RELATING TO SMOKING AT CITY PARKS

Sec. 92-1. – Purpose and definitions.

The purpose of this Chapter is to regulate smoking at City parks. Smoking at City parks is a danger to health and is a material annoyance, inconvenience, discomfort and health hazard to patrons of City parks. This Chapter does not regulate the smoking of unfiltered cigars or other smoking regulations that are preempted to the State of Florida, pursuant to Florida Statute Chapter 386.

City Parks – Any area officially designated by the City Commission as a park and posted as such.

Smoking – Inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, filtered cigars, pipe tobacco and any other lighted tobacco product.

Sec. 92-2. – Prohibition of smoking within the boundaries of a city park.

It shall be unlawful for any person to smoke within any City park owned and operated by the City of Belleair Bluffs.

Sec. 92-3 – Exceptions.

The provisions of this Chapter shall not apply:

- (a) to the smoking of unfiltered cigars within City parks: or
- (b) to smoking in designated smoking areas within City parks.

Sec. 92-4. – Posting of no smoking signs.

- (a) The City Administrator or designee is authorized to install appropriate signage in all locations where smoking is prohibited.
- (b) Such signage shall consist of “No Smoking” or “Smoke Free” signs with letters not less than 1” in height or the international “No Smoking” symbol consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it.

Sec. 92-5. – Penalty.

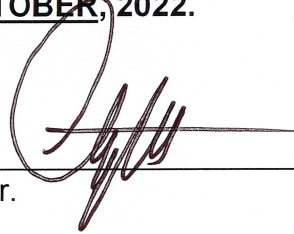
The provisions of this Chapter may be enforced by civil citation punishable by a fine not more than \$100.00 for the first violation and not more than \$500.00 for each subsequent violation.

Section 2. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

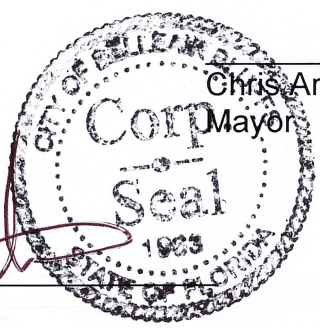
Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the City Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. This Ordinance shall take effect immediately upon its passage and adoption.

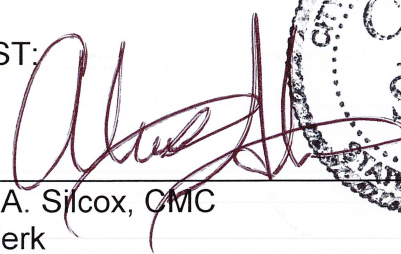
PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF BELLEAIR BLUFFS, FLORIDA, THIS 17th DAY OF OCTOBER, 2022.



Chris Arbutine, Sr.
Mayor



ATTEST:



Alexis A. Silcox, CMC
City Clerk

PASSED ON FIRST READING:

August 15, 2022
AYE: C. Arbutine, J. Barkley, T. Shimkus, S. Sofer
NAY: S. McNally

PASSED ON SECOND READING:

October 17, 2022
AYE: C. Arbutine, J. Barkley, T. Shimkus, S. Sofer
NAY: S. McNally

ORDINANCE NO. 527-H

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE TO BAN SMOKING AND VAPING IN CITY PARKS AND BEACHES BY ADDING A NEW SECTION 7-68, SMOKING AND VAPING PROHIBITED; ADDING A NEW SECTION 21-57 SMOKING AND VAPING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION 1. The St. Petersburg City Code is hereby amended to add a new Section 7-68 to read as follows:

Sec. 7-68. – Smoking and vaping prohibited.

- (1) No person shall use, consume, inhale, exhale, or burn any (i) electronic cigarette, as defined in Chapter 20 of this Code, or (ii) lighted tobacco product, including cigarettes, pipe tobacco, and any other lighted tobacco product with the exception of unfiltered cigars, in or on public beaches owned or controlled by the City.
- (2) The consumption, inhalation, exhalation, or burning of any electronic cigarette or lighted tobacco product that is done in connection with a City sponsored or co-sponsored event approved by a resolution of City Council that permits such activity is exempt from this section.
- (3) Any person who violates this section shall be guilty of a municipal ordinance violation, punishable as provided in Section 1-7.

SECTION 2. The St. Petersburg City Code is hereby amended to add a new Section 21-57 to read as follows:

Sec. 21-57. – Smoking and vaping.

- (1) No person shall use, consume, inhale, exhale, or burn any (i) electronic cigarette, as defined in Chapter 20 of this Code, or (ii) lighted tobacco product, including cigarettes, pipe tobacco, and any other lighted tobacco product with the exception of unfiltered cigars, in or on parks.
- (2) The consumption, inhalation, exhalation, or burning of any electronic cigarette or lighted tobacco product that is done in connection with a City sponsored or co-sponsored event approved by a resolution of City Council that permits such activity is exempt from this section.

527-H
Page 2

(3) Any person who violates this section shall be guilty of a municipal ordinance violation, punishable as provided in Section 1-7.

SECTION 3. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

SECTION 4. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

SECTION 5. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading conducted on 15th day of September 2022.

Adopted by St. Petersburg City Council on second and final reading on the 6th day of October 2022.

Gina Driscoll, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:

Chan Srinivasa, City Clerk

Title Published: Times 1-t 09/21/22

Not vetoed. Effective date October 13, 2022 at 5:00 p.m.



ORDINANCE NO. 9680-23**AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA AMENDING CHAPTER 22, ARTICLE I & II, PROVIDING A DEFINITION FOR ELECTRONIC CIGARETTE; USE REGULATIONS TO PROHIBIT SMOKING AND VAPING IN CITY OWNED PUBLIC PARKS AND BEACHES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Chapter 2022-213, Laws of Florida, enacted and signed into law by the Governor on June 24, 2022, effective July 1, 2022, amended the Florida Clean Air Act (Chapter 386, part II, Florida Statutes) to provide that counties and municipalities may restrict smoking within the boundaries of any public beaches and public parks the local government owns, with the exception of restrictions on the smoking of unfiltered cigars which is preempted to the State; and

WHEREAS, cigarette butts are one of the most commonly found items of litter on Florida's beaches. The litter caused by those who improperly dispose of cigarette butts or other tobacco products on the Public Beach and in Public Parks is difficult to remove from the beaches, can cause ingestion hazards to wildlife, can significantly detract from a healthy environment, and reduce the enjoyment of the City's public beaches and parks for those individuals and families who want to enjoy a healthy environment, free of smoking-related pollution and hazards; and

WHEREAS, the Florida Legislature in its staff analysis of the amendment to Chapter 386, part II noted that exposure to secondhand smoke can cause numerous health problems and has been causally linked to cancer and to other potentially fatal diseases. Secondhand smoke is generally defined as smoke from burning tobacco products or smoke that is exhaled by a tobacco smoker; and

WHEREAS, the City Council desires to protect the aesthetic beauty and environmental health of the City's public parks and beaches; and

WHEREAS, the City Council determines that the adoption of this Ordinance to be in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA, THAT:

Section 1: Sec. 22.21, Clearwater Code of Ordinances is amended as follows:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized or authorization means that the city manager, director, or harbormaster must officially approve and authorize requests. Authorization entails a written letter or memorandum granting the request.

Courtney Campbell Recreation Area means that portion of Section 16, Township 29 South, Range 16 East, Pinellas County, Florida lying south of a line forty five feet south of and parallel with the centerline of survey of State Road 60 as per Section 15040-(2517)2522, north of a line two hundred feet south of and parallel with said centerline of survey, from station 127+37.14 to station 148+74.58 of said centerline of survey and containing 7.606 acres more or less.

Department means the city parks and recreation department or marine department.

Director means the director of the city parks and recreation department.

Harbormaster means the director of the city marine department.

Electronic cigarette and e-cigarette means any product that employs an electronic, chemical, or mechanical means that provides, or is manufactured to provide, a vapor of liquid nicotine or other substances mixed with propylene glycol or other substances delivered or deliverable to the user that he or she can inhale in simulation of smoking, vaping, or other inhalation mechanism. This term shall include every version and type of such devices whether they are manufactured or marketed as e-cigarettes, e-cigars, e-pipes, or under any other product name or description.

Marine department means the city marine department.

Organized activity means any planned recreational activity or game having formal organization or structure, or any activity or game affiliated with membership in an organization such as a school or social organization. Organized activity shall not mean informal or casual "pick-up" recreational activity or games, occurring without regularity or occurring spontaneously or by chance.

Park property means all areas, buildings, locations and facilities described in the definition of parks.

Park roads means all surfaced areas designated for vehicular traffic, and passing through any legally defined park or recreational area or any part thereof.

Parking area means any designated part of any park road, drive or special area contiguous thereto that may be set apart for the standing or stationing of any vehicle.

Parks and other areas operated and maintained by the city parks and recreation department mean real property and structures which are under the control of or assigned for upkeep, maintenance or operation by the city parks and recreation department.

Person shall be understood, as employed herein, to mean any individual regardless of age or sex, or any corporation, company, association, firm, partnership, club, society, or any association of person, or any agent or employee thereof.

Public bathing beaches means public beaches abutting the Gulf of Mexico which are assigned to the city parks and recreation department for upkeep and maintenance and to the city manager or his designee for operation.

Public beach means the public bathing beaches and the Sand Key Public Beach.

Public nudity shall be defined as set out in Chapter 21, Offenses, of this Code, as may be amended from time to time.

Sand Key Public Beach means that portion of sandy beach within the corporate limits of the City of Clearwater lying landward of the shoreline and seaward of the erosion control line established pursuant to Chapter 161, Florida Statutes (1997), by the Board of Trustees of the Internal Improvement Trust Fund as part of the Sand Key Phase IV Beach Restoration Project.

Vehicle means any wheeled conveyance, except a baby carriage or wheelchair, for the transportation of persons or materials whether:

- (1) Powered or drawn by a motor, such as an automobile, truck, motorcycle, scooter, moped;
- (2) Human- or animal-drawn conveyance such as a carriage, wagon or cart;
- (3) Self-propelled, such as a bicycle or tricycle; or
- (4) Any trailer in tow of any size, kind or description.

Section 2: Section 22.32 is created as follows:

Sec. 22.32 Smoking and vaping.

- (a) No person shall use, consume, inhale, exhale, or burn any (i) electronic cigarette, as defined in Chapter 22.21 of this Code, or (ii) lighted tobacco product, including cigarettes, pipe tobacco, and any other lighted tobacco product with the exception of unfiltered cigars, in or on public beaches and public parks owned or controlled by the City.
- (b) The consumption, inhalation, exhalation, or burning of any electronic cigarette or lighted tobacco product that is done in connection with a City sponsored or co-sponsored event approved by a resolution of City Council that permits such activity is exempt from this section.
- (c) Any person who pleads guilty or nolo contendere or is convicted of violating this section shall be guilty of a class IV civil infraction pursuant to Section 1.12 of this Code of Ordinances.

Section 2: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 3: This Ordinance shall become effective immediately upon adoption by City Council.

PASSED ON FIRST READING

June 8, 2023

PASSED ON SECOND AND FINAL READING AND ADOPTED

June 15, 2023

DocuSigned by:

Brian Aungst

4C93D69BD46D427...

Brian J. Aungst Sr.
Mayor

Approved as to form:

DocuSigned by:

Melissa Isabel

2C4B1CAA73AF403...

Melissa Isabel
Senior Assistant City Attorney

Attest:

DocuSigned by:

Rosemarie Call

620DD5FEDFFE4CF...

Rosemarie Call
City Clerk

DS





MEMORANDUM

TO: City Commission
 FROM: Parking
 DATE: October 25, 2023
 RE: Proposed Parking Changes

Background

The parking department designs and implements parking policies, sets parking rates, enforces regulations, and optimizes parking infrastructure. Staff work towards balancing the demand for parking spaces and efficiently utilizing available resources. Moreover, the parking department strives to integrate technology and sustainable practices to enhance operational effectiveness and address modern-day parking challenges, contributing to a community's overall functionality and mobility in addition to raising revenue.

Review/Discussion

In response to resident, non-resident, property & business owners, and visitor comments, inquiries, and concerns over the past 6 months, we would like to discuss the following proposed changes. As a reminder currently Resident parking permits are FREE and all City pay spaces are available at a cost of \$3.00 per hour:

- 1. Resident Parking Permit** – free to residents living within the Madeira Beach corporate city limits for at least 6 months and a day, upon providing a valid FL driver's license with a Madeira Beach address (within City limits) and a valid vehicle registration; only change allows for the option of an online process with digital parking permits enforced through each vehicle's license plate. Limit of 3 passes per address, may park in all City lots, and no overnight parking.

Moving to an online Resident Parking Permit application system offers several advantages, including faster processing times, improved user experience, increased transparency, and a positive environmental impact. These benefits collectively contribute to a more efficient and modern permit operation for the community's use.

2. **Business Employees Permit** - \$40.00/month mainly for John's Pass Village/Boardwalk employees to park at various lots – only change allows for the option of an online process with digital parking permits enforced through each vehicle's license plate.

Proposed New Parking Categories (all only available on-line with digital parking permits enforced through each vehicle's license plate):

3. **MB Property Owner, not a resident Parking permit:** those not residing in MB for at least six months and a day may purchase a monthly parking pass for \$100.00 - \$300.00/month.
4. **Visitors, overnight guests Parking Permit:** \$150.00-\$250.00/weekly, \$300.00-\$400.00/monthly; will be available for anyone, but mainly designed (in response to) out-of-town visitors staying from a few nights to a few weeks with limited parking at at property/resort.
5. **Pinellas County OR smaller designated geographic area (possibly various zip codes) resident Parking Permit –only** to visit John's Pass Village & Boardwalk, only valid at specific lots/streets; must register to participate – rate will be \$1.00/hour.

Should any of the above proceed to possible enactment, City staff will bring back applicable ordinances for review and approval at future Commission meetings.

FISCAL IMPACT

ADDITIONAL REVENUE:

- **Pinellas County resident Parking Permit:**
Population of 958k.

With an estimated 935 guests visiting the parking lot throughout the year at a daily occupancy of 10% for the 165 available spaces, the total estimated parking revenue can be calculated based on the \$1.00 per hour rate. Considering an average guest stay of 2 to 4 hours, the revenue generated from this occupancy amounts to approximately \$2,800 for the year.

- **Visitors, overnight guests Parking Permit: \$150.00/weekly, \$400/month**

With an estimated 10% of visitors potentially purchasing a visitor permit and with 162 parking spaces total available. The total estimated revenue from parking permits is \$55,000.00.

- **MB Property Owner, not a resident Parking permit:**

Monthly permit rate: \$100.00 Total monthly revenue per property owner: 2 visits *
\$100.00 per month = \$200.00

Total revenue from 150 property owners: Assuming each owner uses the monthly permit only three times a year, the estimated revenue would be \$30,000.00.

- **Special Events at ROC Park:**

191 spaces at \$5 per day for 50 event dates = \$47,750, with some turnover of spaces, a conservative \$50,000.00

ADDITIONAL EXPENSES

- Areas will be patrolled by parking enforcement staff, who will also handle the setup and removal of all signs.
- Staff annual expenses for sign set-up/removal are estimated at \$5,000. No additional staff needed will use existing full and part-time staff.
- Initial total cost of equipment estimated at: \$5,000.00, with estimated annual maintenance/replacement costs totaling \$1,000

Equipment needed:

- Metal portable stands and wheels.
- Signs posted on how to pay and the flat rate

PARKING DEPARTMENT

PROPOSED
PARKING
CHANGES.



Special Events

City to begin charging for various ROC Park special events such as: softball tournaments, concerts, carnivals, fishing tournaments, and other activities/events. City of MB residents with a valid resident parking permit would NOT have to pay to park the \$5 parking fee.

PARKING RULES AND REGULATIONS

- PARKING DAILY FLAT RATE **\$5.00**
- 23 total events
- 54 total event dates.

PARKING ZONES & LOCATIONS:

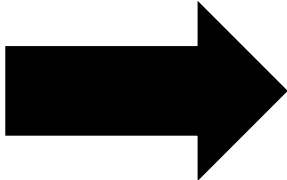
- 4 new parking zones, all electronic payments
- CITY HALL-110102
 - WINN-DIXIE-110106
 - REX PL-110102
 - LIBRARY-110107

The signs at the entrance are informative and easy to read.



The city will implement a \$5 all-day flat rate!

Paying has never been simpler!





- ZONE NUMBER- 110102
- NUMBER OF SPACES-73
- LOCATION- CITY HALL



- ZONE NUMBER- 110102.
- NUMBER OF SPACES-84.
- LOCATION- REX PL.



- ZONE NUMBER- 110107.
- NUMBER OF SPACES-34
- LOCATION- PUBLIC LIBRARY

ESTIMATED REVENUE & COST

Item 4F.

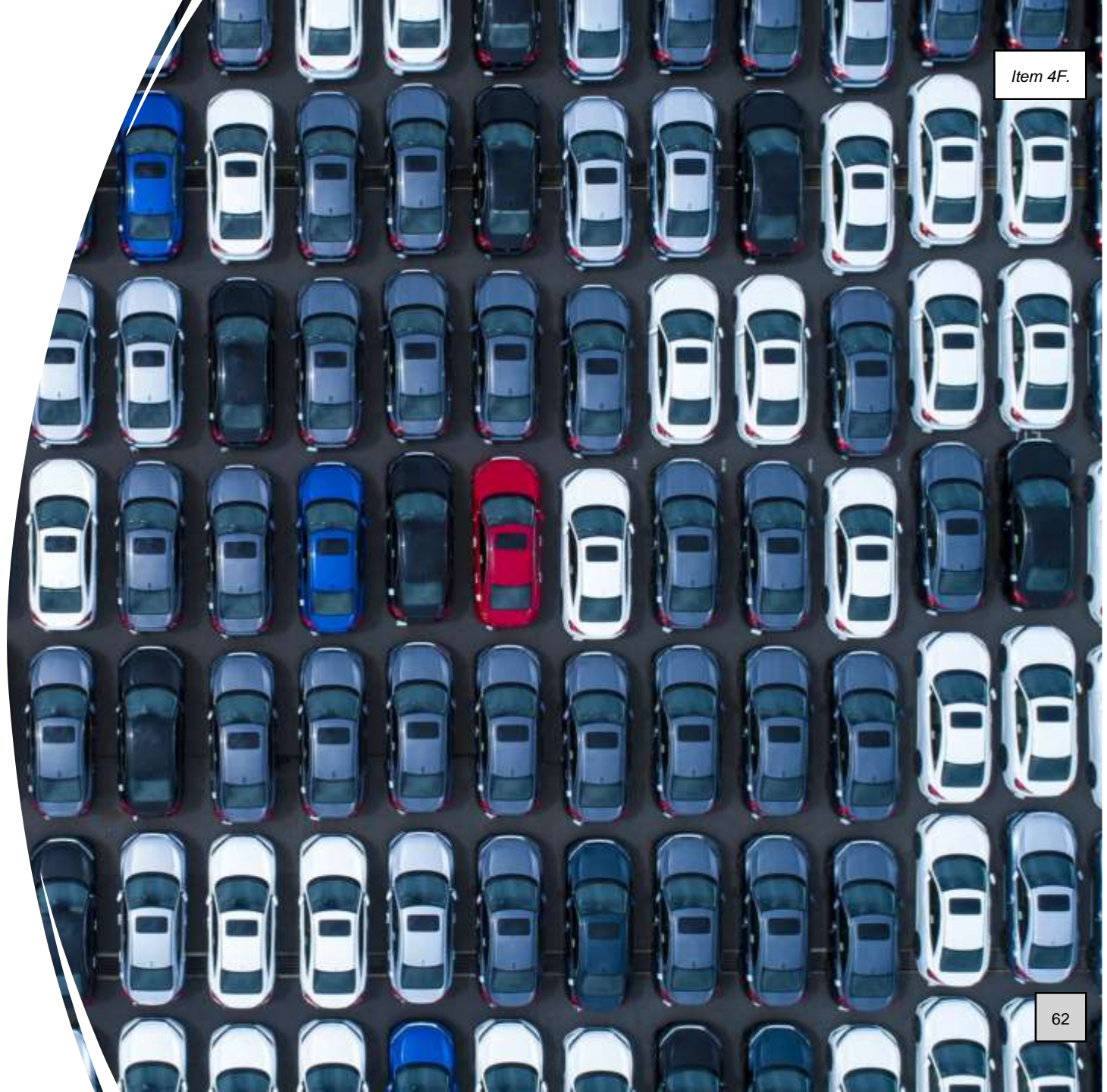
Event	2023 Date	Charge for Parking
NSA Softball	January 7 - 8	Yes
Seafood Festival	January 20-22	Yes
Spring Games	February 24-26	Yes
Spring Games	March 3-5	Yes
Spring Games	March 10-12	Yes
Kite Day	13-Mar	No
Carnival	March 16-18	Yes
NSA Softball	April 1 - 2	Yes
King of the Beach	April 27-29	Yes
Grouper Gala	May 6-	Yes
NSA Softball	May 13 - 14	Yes
Just 4 Fun	June 24-25	Yes
NSA Softball	July 12 - 16	Yes
Fireworks	July 3-	Yes
RBI Softball	July 21-22	Yes
Just 4 Fun	July 29-30	Yes
NSA Softball	August 26 - 27	Yes
NSA Softball	September 9-10	Yes
Nautical Flea Market	September 16-17	Yes
NSA Softball	September 23-24	Yes
NSA Softball	October 14-15	Yes
King of the Beach	November 2-4	Yes
NSA Softball	November 18-19	Yes
NSA Softball	December 2-3	Yes

- Areas will be patrolled by parking enforcement staff, who will also handle the setup and removal of all signs.
 - Estimated annual revenue, 191 spaces: \$50,000.00
 - Staff annual expenses for sign set-up/removal estimated at \$5,000. No additional staff needed, will use existing full and part-time staff.
 - Initial total cost of equipment estimated at: \$5,000.00, with estimated annual maintenance/replacement costs totaling \$1,000
- Equipment needed:
- Metal portable stands and wheels
 - Signs posted on how to pay and the flat rate

- **MB Property Owner (Non-Resident):**

- Monthly Parking Pass: \$100.00-\$300.00
- Eligibility: Individuals who own property in MB but do not reside there for at least 6 months and a day.

-
- **Visitors and Overnight Guests Parking Permit:**
 - Weekly Pass: \$150.00
 - Monthly Pass: \$400.00
 - Eligibility: Visitors and overnight guests in MB.



-
- **Pinellas County Resident Parking Permit (for JPV & Boardwalk visit):**
 - Rate: \$1.00 per hour
 - Valid at specific lots/streets
 - Eligibility: Pinellas County residents visiting John's Pass Village (JPV) and Boardwalk.



- **MB Property Owner (Non-Resident):**
- Monthly Parking Pass: \$100.00-\$300.00
- Eligibility: Individuals who own property in MB but do not reside there for at least 6 months and a day.



Memorandum

Meeting Details: October 25, 2023 - BOC Workshop Meeting
Prepared For: Hon. Mayor Rostek and the City of Madeira Beach Board of Commissioners
Staff Contact: Madeira Beach Community Development Department
Subject: Forward Pinellas Alternative Compromise for the John's Pass Village Activity Center Plan

Background

The City of Madeira Beach submitted an application to Forward Pinellas to amend the Countywide Plan Map to change 27 acres m.o.l to Activity Center. This area is defined in the John's Pass Village Activity Center (JPVAC) Plan. Forward Pinellas staff reviewed the JPVAC application and recommended an alternative compromise to reclassify the JPVAC from a Community Center to a Neighborhood Center subcategory of Activity Center. The Neighborhood Center subcategory has a reduced level of intensity and density compared to the Community Center subcategory.

Forward Pinellas Planners Advisory Committee (PAC) unanimously recommended approval of the alternative compromise (September 5, 2023). The Forward Pinellas Board also unanimously voted in favor of the alternative compromise (September 13, 2023).

Other Neighborhood Center Activity Centers includes the Eighth Avenue Commercial District in St. Pete Beach and the Downtown Historic Palm Harbor Master Plan. The Neighborhood Center subcategory still supports the goals of the John's Pass Village Activity Center Plan for protecting existing development and assuring future development reflects the character and scale of the existing development. City staff supports the alternative compromise recommendation. Forward Pinellas also requested the city to reduce the residential density to 18 Residential Units Per Acre (UPA), which is supported by city staff.

Discussion

Forward Pinellas sent information about the alternative compromise process (included in the agenda package). If the City (BOC) accepts the alternative compromise, the amendment request will go before the Countywide Planning Authority (CPA) with a recommendation of approval, and if BOC denies the alternative compromise the amendment will go before CPA with a recommendation of denial.

The Florida Commerce Bureau of Community Planning and Growth, Southwest Florida Water Management District, and Florida Department of Environmental Protection reviewed the JPVAC Plan (as originally submitted) with no concern or comments.

Fiscal Impact

N/A

Recommendation(s)

Staff recommends the Board of Commissioners to approve the alternative compromise recommendation for the John's Pass Village Activity Center Plan.

Attachments/Corresponding Documents

- Notification of Local Government Action on Forward Pinellas's Alternative Recommendation For Countywide Plan Map Amendment CW 23-03
- Activity Centers in Pinellas County 2019
- Countywide Rules Activity Center
- Countywide Rules Alternative Temporary Lodging Use Standards
- JPV Activity Center Presentation
- Exhibit A_JPV Activity Center Plan_Alternative Compromise

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: _____

Date: _____

Signed: _____

Title: _____

Date: _____

Map A1 Reclassified Special Centers Location

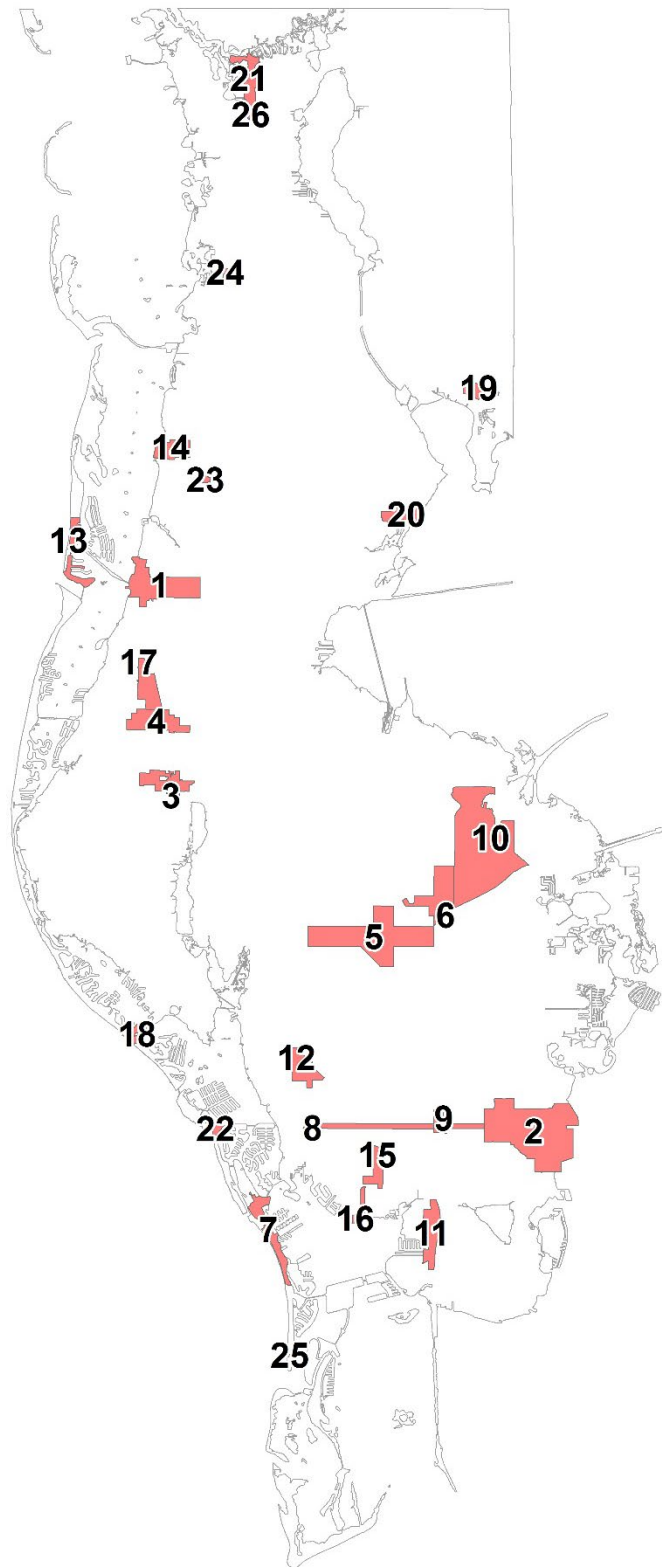


Table A1
Reclassified Special Centers

Reclassified Subcategory	Local Government	Activity Center	Map Key
Urban Center	Clearwater	Downtown Redevelopment Plan	1
	St. Petersburg	Intown Redevelopment Plan	2
Major Center	Largo	Largo Mall Activity Center Special Area Plan	3
	Largo	West Bay Drive Community Redevelopment District	4
	Pinellas Park	Community Redevelopment District	5
	Pinellas Park	Gateway Activity Center	6
	St. Pete Beach	Community Redevelopment Plan	7
	St. Petersburg	Central Avenue Revitalization Plan	8
	St. Petersburg	Central Plaza Activity Center	9
	St. Petersburg	Gateway Activity Center	10
	St. Petersburg	Skyway Marina District	11
	St. Petersburg	Tyrone Activity Center	12
Community Center	Clearwater	Beach by Design	13
	Dunedin	Guideways to Downtown's Future	14
	Gulfport	49th Street Redevelopment Plan	15
	Gulfport	Waterfront Area Redevelopment Plan	16
	Largo	Clearwater-Largo Road Community Redevelopment Plan	17
	Madeira Beach	Town Center Special Area Plan	18
	Oldsmar	Town Center Redevelopment Plan	19
	Safety Harbor	Downtown Master Plan	20
	Tarpon Springs	Sponge Docks and CRA Special Area Plan	21
	Treasure Island	Downtown Special Area Plan	22
Neighborhood Center	Dunedin	375 Patricia Avenue	23
	Pinellas County	Downtown Historic Palm Harbor Master Plan	24
	St. Pete Beach	Eighth Avenue Commercial District	25
	Tarpon Springs	Meres Crossing Special Area Plan	26

2.3.3.15 Category/Symbol – Activity Center (AC).

Purpose – The purpose of this category is 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 designed 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 ($\frac{1}{4}$ to $\frac{1}{2}$ mile) of a central point or hub served by transit.

Use Characteristics – Those uses appropriate to and consistent with this category include:

- **Permitted Uses** – As determined by the local government’s implementing regulations adopted pursuant to Section 6.2.3.2. Amendments to permitted uses shall be pursuant to Planning and Urban Design Principles described in Section 6.2.6 and Land Use Goal 16.0 of the Countywide Plan Strategies, and the use provisions of Section 6.2.4.
- **Locational Characteristics** – The Land Use Strategy Map and Table 2-4 below identify locations appropriate to be designated as Activity Center utilizing one of four subcategories. Additional locations may be deemed appropriate pursuant to the Countywide Plan Map amendment process for Activity Centers and Multimodal Corridors provided in Division 6.2.
- **Scenic/Noncommercial Corridor (SNCC)** – Amendments adopting or modifying the Activity Center category within SNCCs are governed by Section 6.5.4.1.4, which restricts the category to certain SNCC classifications. Where an existing Activity Center overlaps a designated SNCC, the local regulatory provisions governing the Activity Center adopted pursuant to Section 6.2.3.2 shall take precedence.
- **Traffic Generation Characteristics** – The standard for the purpose of calculating typical traffic impacts relative to a Countywide Plan Map amendment for each Activity Center subcategory are listed in Table 2-3 below.

Density/Intensity Standards – Maximum permitted density-intensity standards for each Activity Center subcategory are listed in Table 2-3 below, and shall be subject to the following:

- **Residential Use** – Local governments can choose to use either the common standard of units per acre (UPA) in determining how many dwellings are allowed on a parcel, or floor area ratio (FAR) can be used as the measure instead, regardless of the number of dwelling units included. Vacation Rentals pursuant to the provisions of Section 509.242(1)(c), Florida Statutes are subject to the residential density/intensity standard.

- Temporary Lodging Use – Local governments can choose to use either the temporary lodging UPA standard in determining how many temporary lodging units are allowed on a parcel, or FAR can be used as the measure instead, regardless of the number of units included. In the alternative, upon adoption of provisions for compliance with Section 5.2.2, the density and intensity standards set forth in Table 5-1 may be used.
- Mixed-Use – For mixed-use projects, either an all-inclusive FAR or a proportionate share of UPA and FAR can be used. In the alternative, the mixed-use bonus provisions of Section 4.2.4.6 may be used.
- When Located in a Target Employment Center – See Section 2.3.3.14, Table 2-2.
- Density/Intensity Averaging – Maximum density and/or intensity standards may be calculated on an average areawide basis pursuant to Section 5.2.1.3.

Other Standards – Shall include the following:

- Amendment Process – Adoption or amendment of the Activity Center category is subject to the tiered review process provided in Division 6.2.
- Size Criteria – The size of an Activity Center shall be consistent with the acreage range for the applicable subcategory listed in Table 2-3 below, except as follows:
 - If an Activity Center exceeds the applicable maximum acreage, it will be considered consistent if it is organized into one or more smaller subarea(s) that are individually consistent with the applicable size range, and which facilitate internal circulation of pedestrians, bicyclists and transit users within each subarea.
 - If an Activity Center is less than the applicable minimum acreage, it will be considered consistent if it is located adjacent to, and functions in concert with, an existing Activity Center; or if geographic constraints of the jurisdiction prevent the minimum size from being achieved.
- Employment-Related Land Use Categories – Adoption or amendment of the Activity Center category is subject to the provisions of Section 6.5.4.4.
- Map Delineation – Amendments to Activity Center utilizing one of the four subcategories will be designated as the Activity Center category on the Countywide Plan Map and identified with the applicable subcategory on the Land Use Strategy Map. Where a more permissive subcategory is depicted on the Land Use Strategy Map than indicated by the locational characteristics of Table 2-4, the Land Use Strategy Map shall prevail.
- Subcategories – The Activity Center plan category includes four subcategories, enumerated in Tables 2-3 and 2-4 below.

**Table 2-3
Standards Applicable to Activity Center Subcategories**

Activity Center Subcategory	Acreage Range	Maximum Density/Intensity Standard ¹			Traffic Generation Rate (Average Daily Trips Per Acre)
		Residential Density (Units Per Acre) ³	Temporary Lodging Density (Units Per Acre) ²	Nonresidential or Mixed-Use Intensity (Floor Area Ratio) ³	
Urban Center	200 to 500	200	330	8.0	724
Major Center	100 to 500	150	250	5.0	542
Community Center	50 to 500	90	150	3.0	325
Neighborhood Center	20 to 500	60	100	2.0	216

Notes:

- ¹ Maximum density/intensity may be calculated on an average areawide basis pursuant to Section 5.2.1.3.
- ² For residential or temporary lodging units, either the applicable UPA or the nonresidential FAR standard may be used. In the alternative, upon adoption of provisions for compliance with Section 5.2.2, the density and intensity standards set forth in Table 5-1 may be used.
- ³ For mixed-use projects, either an all-inclusive FAR standard or a proportionate share of residential density and nonresidential intensity may be used. In the alternative, the mixed-use bonus provisions of Section 4.2.4.6 may be used.

**Table 2-4
Locational Criteria for Activity Center Subcategories**

Appropriate Intersections ^{1, 2, 3}		Multimodal Corridor or Future Transit Corridor					
		Premium Transit Corridors	Primary Corridors	Secondary Corridors	Supporting Corridors	Other Arterials	Other Collectors
Multimodal Corridor or Future Transit Corridor	Premium Transit Corridors	Urban Center	Urban Center	Major Center	Major Center	Community Center	Neighborhood Center
	Primary Corridors	Urban Center	Major Center	Major Center	Community Center	Community Center	Neighborhood Center
	Secondary Corridors	Major Center	Major Center	Community Center	Community Center	Community Center	Neighborhood Center
	Supporting Corridors	Major Center	Community Center	Community Center	Neighborhood Center	Neighborhood Center	Neighborhood Center
	Other Arterials	Community Center	Community Center	Community Center	Neighborhood Center	Neighborhood Center	Neighborhood Center
	Other Collectors	Neighborhood Center	Neighborhood Center	Neighborhood Center	Neighborhood Center	Neighborhood Center	Neighborhood Center

Notes:

1. Intersections are as depicted on the Land Use Strategy Map. In locations where three or more corridor types intersect, the two corridor types with the most permissive density and intensity standards shall take precedence.
2. Local governments may choose to use more restrictive subcategories; for example, at an intersection deemed appropriate for a Major Center, a Community Center or Neighborhood Center is also considered appropriate.
3. Additional locations appropriate for an Activity Center subcategory may be approved through the Countywide Plan Map amendment process and shall be depicted on the Land Use Strategy Map. Where a more permissive subcategory is depicted on the Land Use Strategy Map, it shall supersede Table 2-4.

Pursuant to Section 171.062(2), Florida Statutes, the unincorporated County future land use map designation shall remain in effect until the municipality annexes a parcel and amends its own future land use map. The densities/intensities, permitted uses, and other standards of the new designation will not be applicable to the parcel until the municipality amends its local future land use map with a designation corresponding to the AC or MMC category. Such municipal future land use map amendments shall be processed as Tier I amendments as outlined in Section 6.1.2.1.

This process is intended to facilitate the orderly annexation of unincorporated parcels within an AC and/or MMC by amending their Countywide Plan Map designations as a group in advance of their individual annexation and amendment on the municipality's local future land use map. It does not replace the municipal future land use map amendment process.

The Countywide Plan Map is distinct from the County's future land use map and does not serve as the "county land use plan" referenced in Section 171.062(2), Florida Statutes, nor the "county comprehensive plan" referenced in the interlocal service boundary agreement provisions of Section 171.203, Florida Statutes.

DIV. 6.3 COUNTYWIDE PLAN MAP AMENDMENTS / SPECIAL ACTION.

With respect to any recommendation for an alternative compromise recommendation or request to continue, withdraw, resubmit, or modify an amendment to the Countywide Plan Map which has been submitted for consideration, the provisions as set forth following shall govern.

SEC. 6.3.1 ALTERNATIVE COMPROMISE RECOMMENDATION.

Pursuant to Section 10(3)(b) of Chapter 2012-245, Laws of Florida, as amended, the PPC shall forward recommendations for Countywide Plan Map amendments to the applicant local government when said action by the PPC constitutes denial with an alternative compromise recommendation. The process for referral to and action by the governing body shall be as hereinafter set forth.

- 6.3.1.1** The PPC shall transmit any such denial with an alternative compromise recommendation for amendment to the applicant local government within five days of action by the PPC.
- 6.3.1.2** The applicant governing body shall consider the alternative compromise recommendation of the PPC at an official meeting of the governing body and take formal action to accept or reject the PPC recommendation. The governing body action to accept or reject the PPC recommendation shall be as is determined necessary by the governing body to lawfully accomplish such action, and in the form required by the PPC.
- 6.3.1.3** The governing body action to accept or reject the PPC recommendation shall be transmitted to the PPC within forty-five days of receipt of the PPC recommendation,

except as the governing body may require additional time to lawfully accomplish such action and shall request an extension as set forth below within the forty-five days.

- 6.3.1.4** If the governing body accepts the recommendation of the PPC, and transmits said acceptance in the requisite form within the required forty-five days, or as same may be extended, the PPC staff shall advertise and notice the amended application for Countywide Plan Map amendment in accordance with Section 6.1.4.6 for public hearing by the CPA, and forward the compromise amendment to the CPA with the PPC recommendation for approval.
- 6.3.1.5** Upon approval of the alternative compromise amendment by the CPA, the local governing body shall conform the ordinance amending the local government future land use map with the action of the CPA on the alternative compromise amendment to the Countywide Plan Map.
- 6.3.1.6** If the governing body does not accept the recommendation of the PPC as forwarded, or fails to take action in the requisite form or within the required forty-five days, or as same may be extended, the PPC staff shall advertise and notice the original application for Countywide Plan Map amendment in accordance with Section 6.1.4.6 for public hearing by the CPA, and forward the original application to the CPA with the PPC recommendation for denial.

SEC. 6.3.2 CONTINUATION.

A request to continue an amendment to the Countywide Plan Map, once formally submitted, shall be in writing by an authorized representative of the local government with jurisdiction. Such request for continuation may be submitted to the PPC at, or prior to, the applicant local government's opening statement to the PPC. The PPC shall review such request for continuation, consistent with the public purpose and intent of these Countywide Rules and their enabling legislation, and if approved, may reschedule the public hearing on the application for amendment to a specified future date. A request for continuation may also be submitted to the CPA subsequent to the PPC action, at or prior to the applicant local government's opening statement to the CPA. The CPA shall review such request for continuation, consistent with the public purpose and intent of these Countywide Rules and their enabling legislation, and if approved, may reschedule the public hearing on the application for amendment to a specified future date. If not rescheduled to a specified future date, the public hearing must be readvertised pursuant to the requirements of Section 7.9.4.

Nothing herein shall be construed to prohibit the PPC or CPA from continuing a public hearing at any time in the course of the proceeding, consistent with the public purpose and intent of these Countywide Rules and their enabling legislation.

Nothing herein shall prevent the CPA from continuing its hearing and requesting the PPC to rehear, clarify, or explain its initial action.

- B. An individual Activity Center, Multimodal Corridor, or Planned Redevelopment District may be considered as a unified development for the purposes of this section.
- C. Where the sending and receiving areas are designated with different land use categories, the combined sending and receiving areas may not exceed five acres.

5.2.1.4 Density/Intensity Pools

5.2.1.4.1 The Density/Intensity Pool process may be used to transfer density and/or intensity from one or more sending areas into an entitlement pool from which density/intensity bonuses are granted to receiving areas meeting locally specified criteria, subject to the general provisions of Section 5.2.1.1 and the following:

- A. A Density/Intensity Pool may only be used within an individual Activity Center (AC), Multimodal Corridor (MMC), or Planned Redevelopment District (PRD).
- B. The sending and receiving areas may be contiguous or non-contiguous.
- C. Density and/or intensity may be transferred from either undeveloped or existing developed property.
- D. The criteria and methodology for transferring density/intensity from a sending area to a Density/Intensity Pool, and from a Density/Intensity Pool to a receiving area, must be adopted as part of the local plan and/or code provisions filed of record in support of the AC, MMC or PRD.

SEC. 5.2.2 ALTERNATIVE TEMPORARY LODGING USE STANDARDS.

5.2.2.1 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 5-1, 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 5-1, based on a Development Agreement prepared and approved pursuant to Sections 163.3220-163.3243, Florida Statutes, as amended.
- C. A Development Agreement proposing to utilize the higher densities and intensities identified in Table 5-1 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, Florida Statutes, 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 5.2.2.2, the mobility management provisions in Section 5.2.2.3 and the restrictions on temporary lodging use in Section 5.2.2.4 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, Florida Statutes, 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 5-1 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 5-1.
 - 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 5-1 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 5-1
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 2.3.3.8	75	1.5	0.85

5.2.2.2 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 5-1, 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.

5.2.2.3 Mobility Management. The applicant shall ensure that a project authorized to use the increased density and intensity provided for in Table 5-1 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.

5.2.2.4 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 5-1 is built, functions, operates, and is occupied exclusively as temporary lodging.

In particular, temporary lodging uses at the densities/intensities in Table 5-1, 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.

John's Pass Village Activity Center Plan

Alternative Compromise

WHY

- Protect the Village
- Compatible redevelopment
- Consistency with the Countywide Plan
- Proactive instead of Reactive Planning

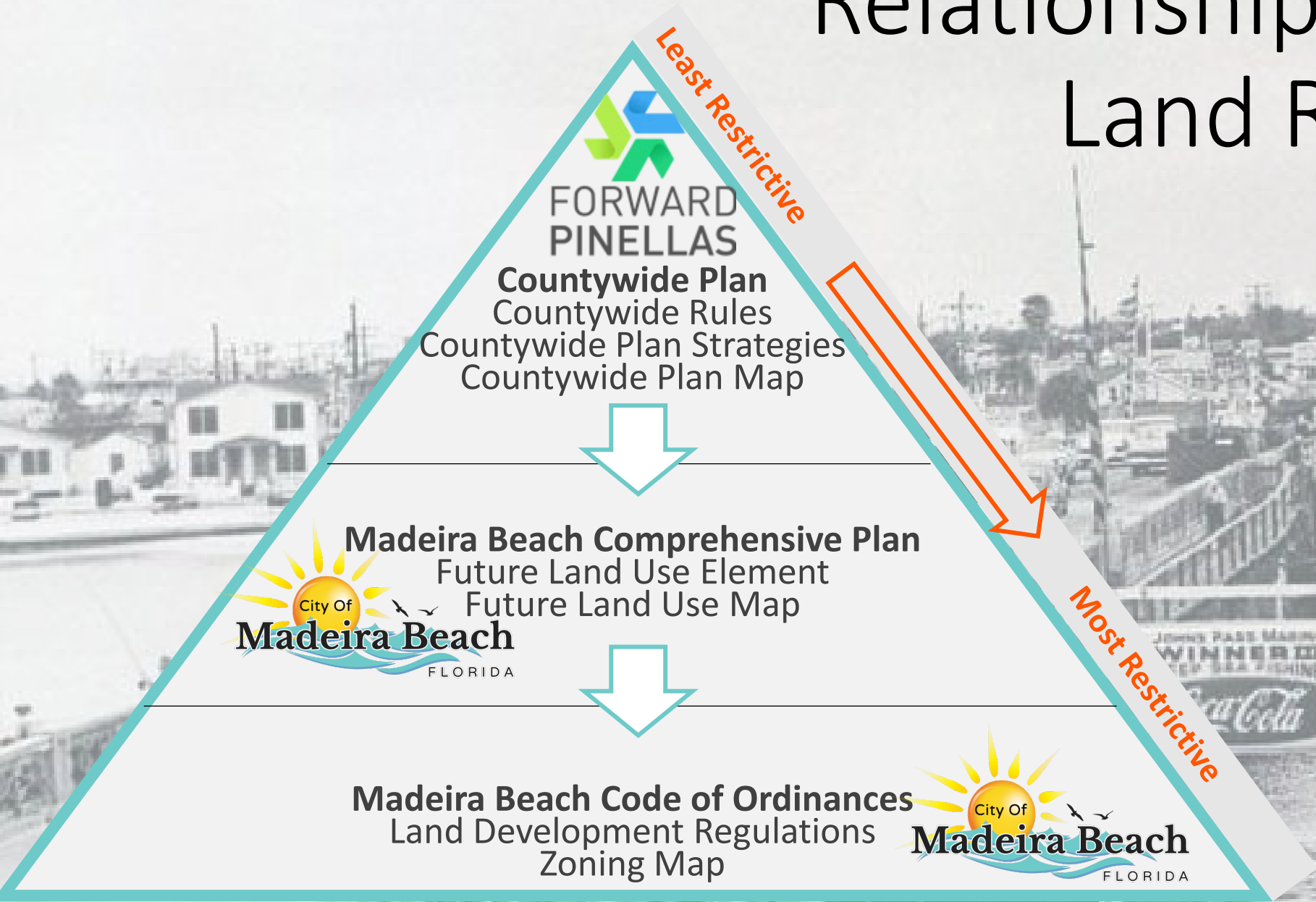
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— John's Pass Village Activity Center Study Area

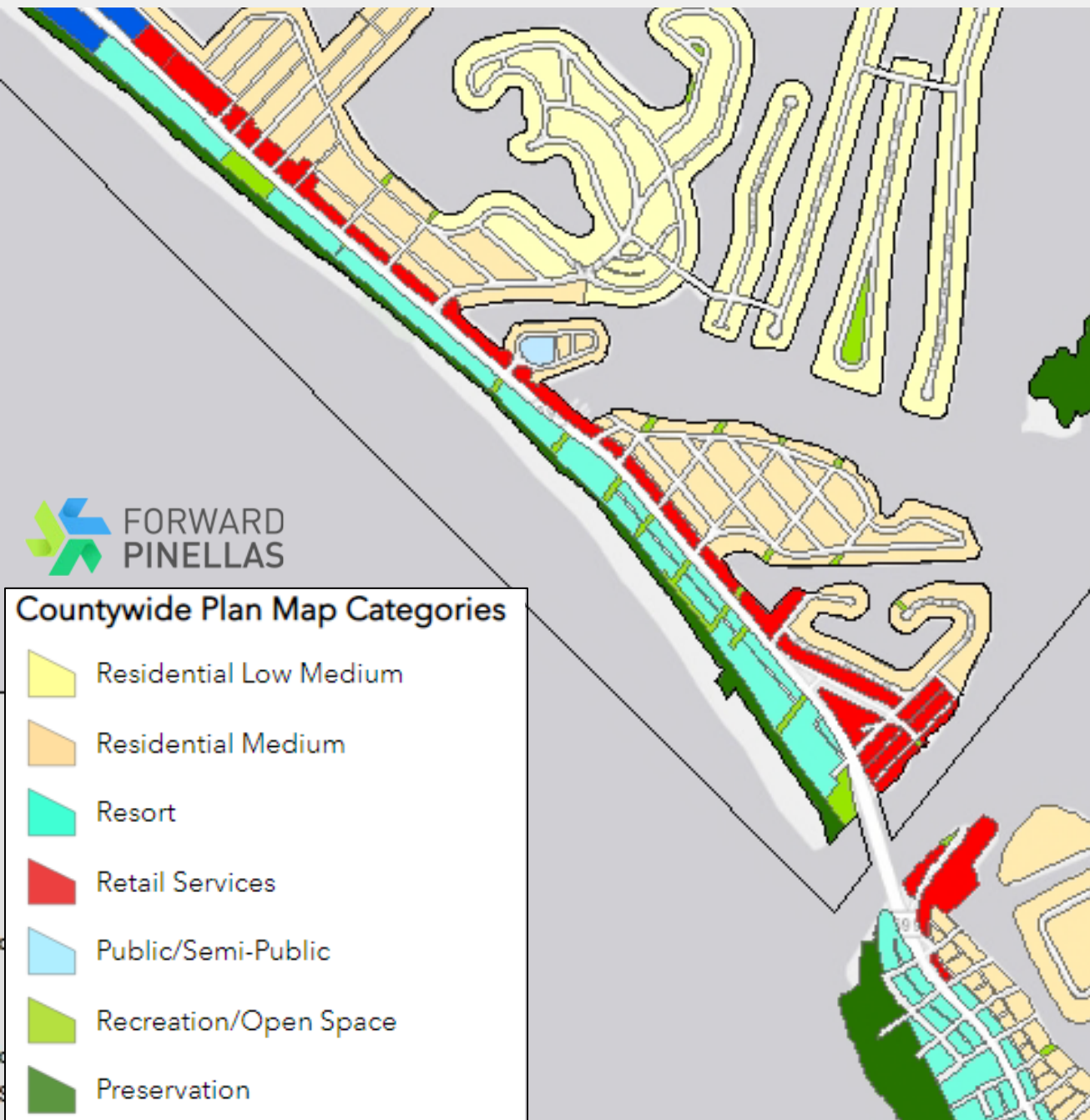
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Relationship with Local Land Regulations



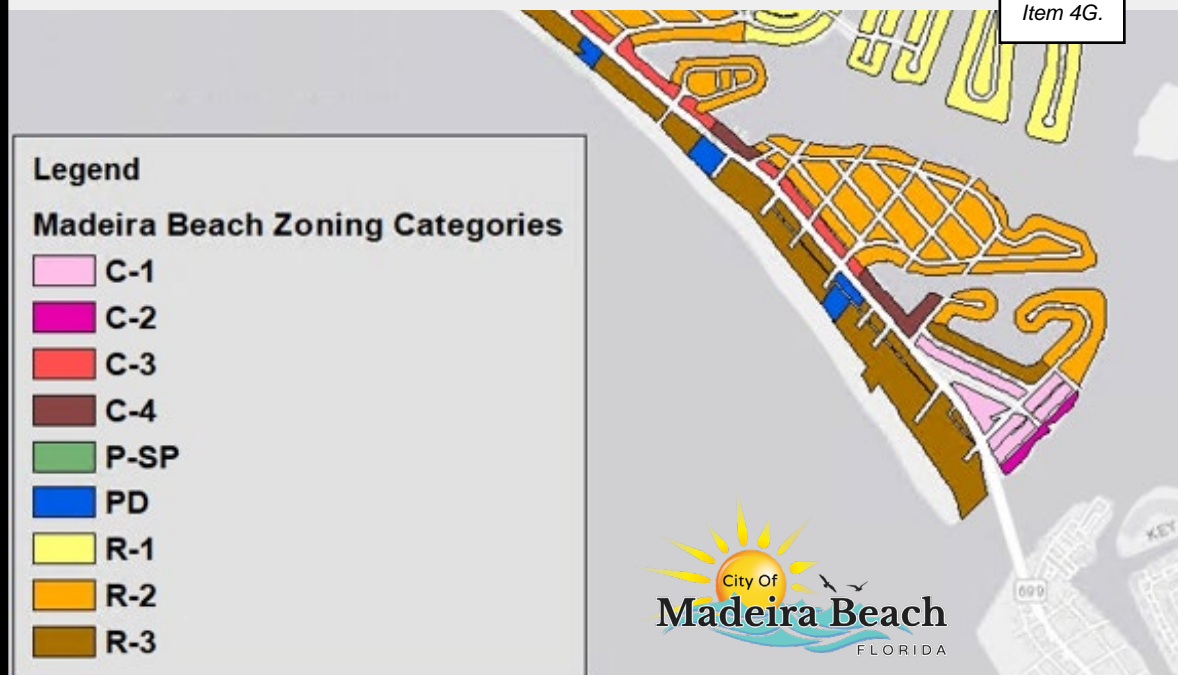
COUNTYWIDE PLAN MAP



Countywide Plan Map Categories

- Residential Low Medium
- Residential Medium
- Resort
- Retail Services
- Public/Semi-Public
- Recreation/Open Space
- Preservation

MADEIRA BEACH ZONING MAP

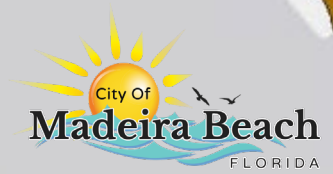


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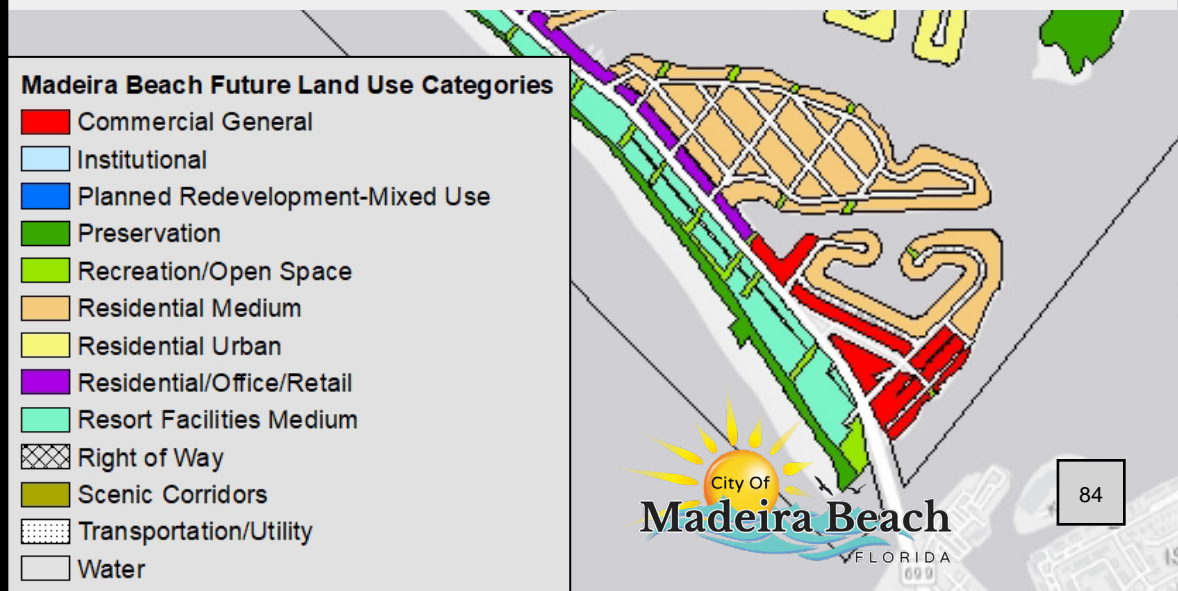
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Madeira Beach Zoning Categories

- C-1
- C-2
- C-3
- C-4
- P-SP
- PD
- R-1
- R-2
- R-3



MADEIRA BEACH FUTURE LAND USE MAP



Madeira Beach Future Land Use Categories

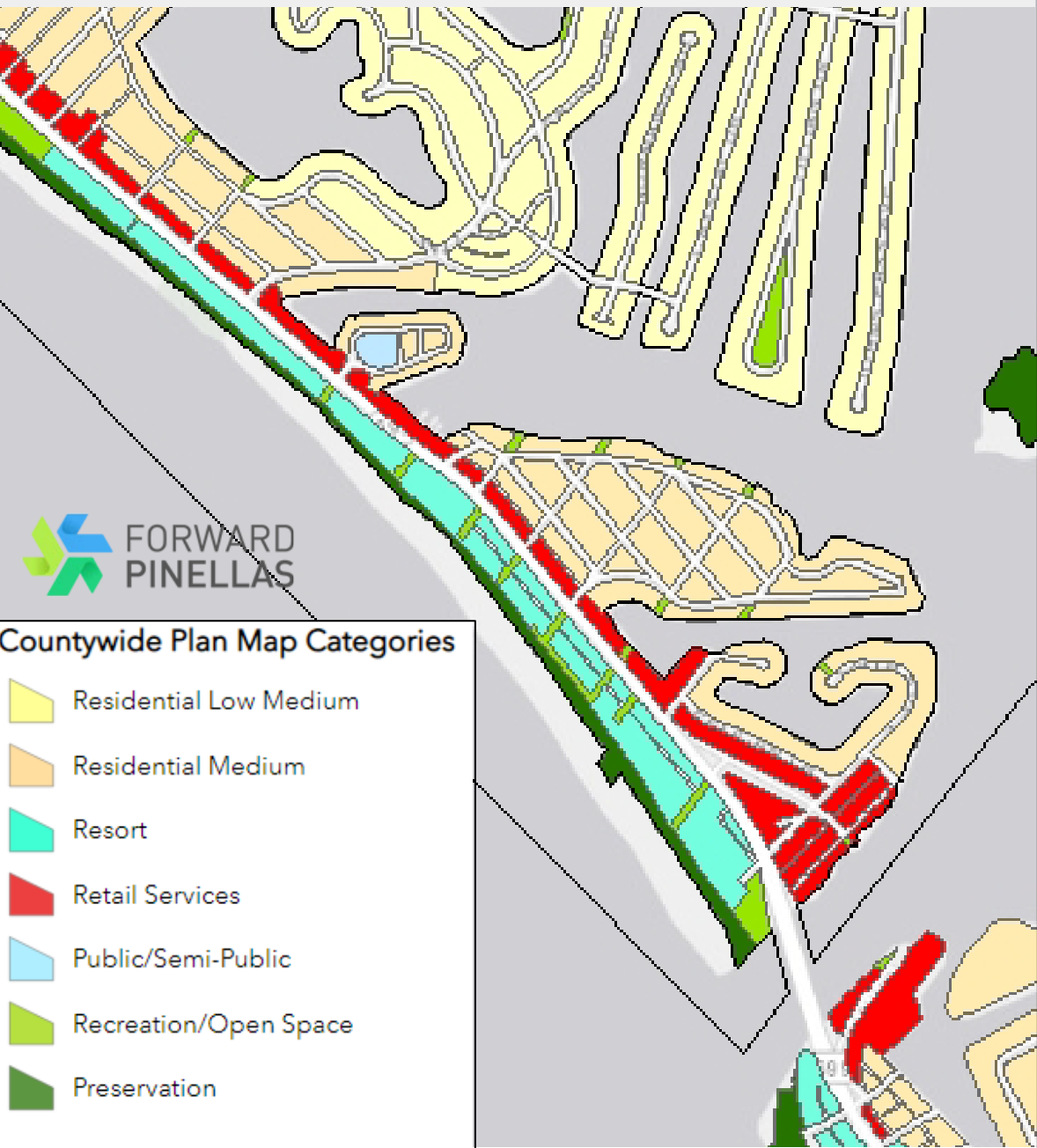
- Commercial General
- Institutional
- Planned Redevelopment-Mixed Use
- Preservation
- Recreation/Open Space
- Residential Medium
- Residential Urban
- Residential/Office/Retail
- Resort Facilities Medium
- Right of Way
- Scenic Corridors
- Transportation/Utility
- Water



COUNTYWIDE PLAN MAP

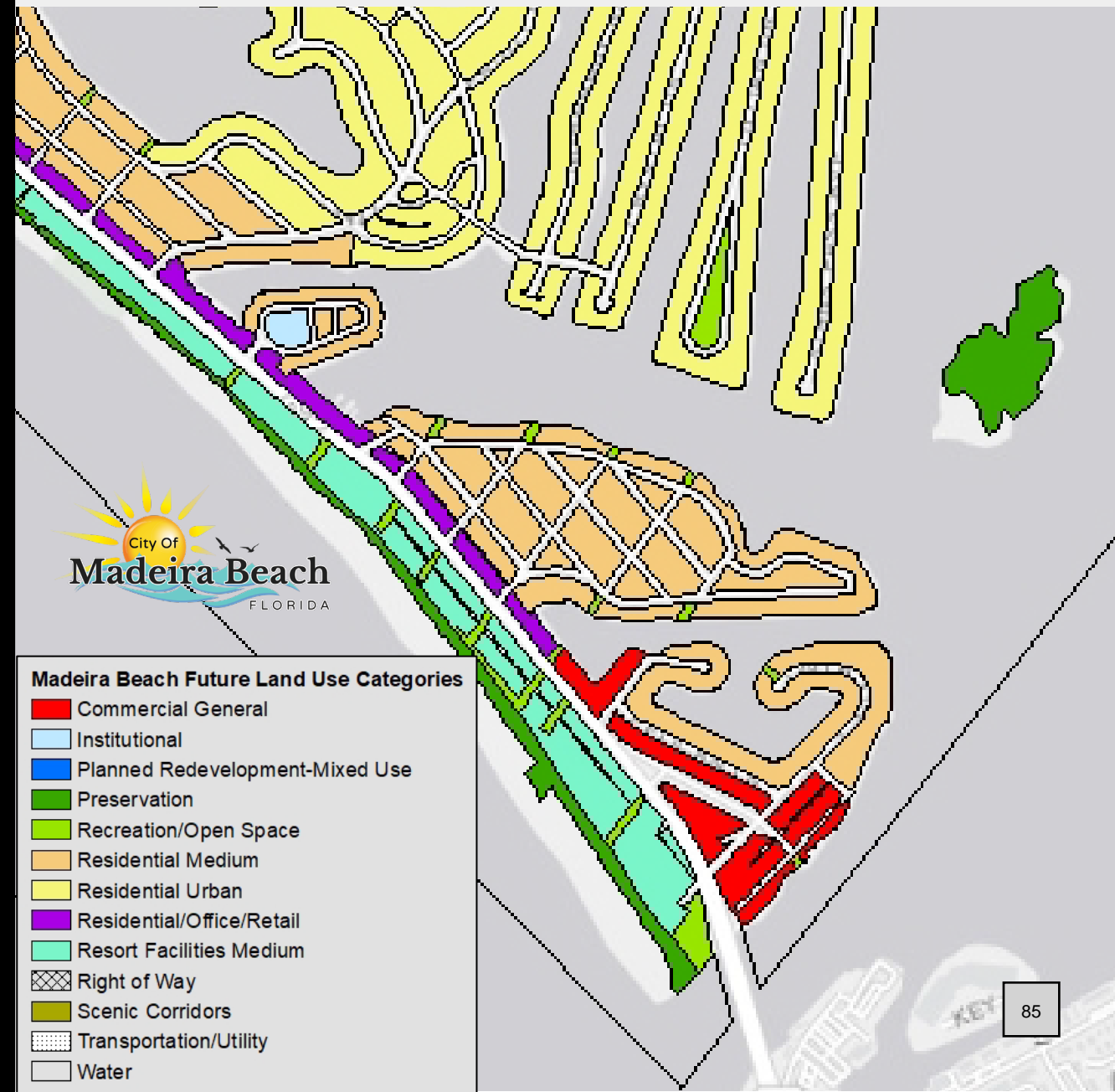
MADEIRA BEACH FUTURE LAND USE MAP

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Countywide Plan Map Categories

- Residential Low Medium
- Residential Medium
- Resort
- Retail Services
- Public/Semi-Public
- Recreation/Open Space
- Preservation



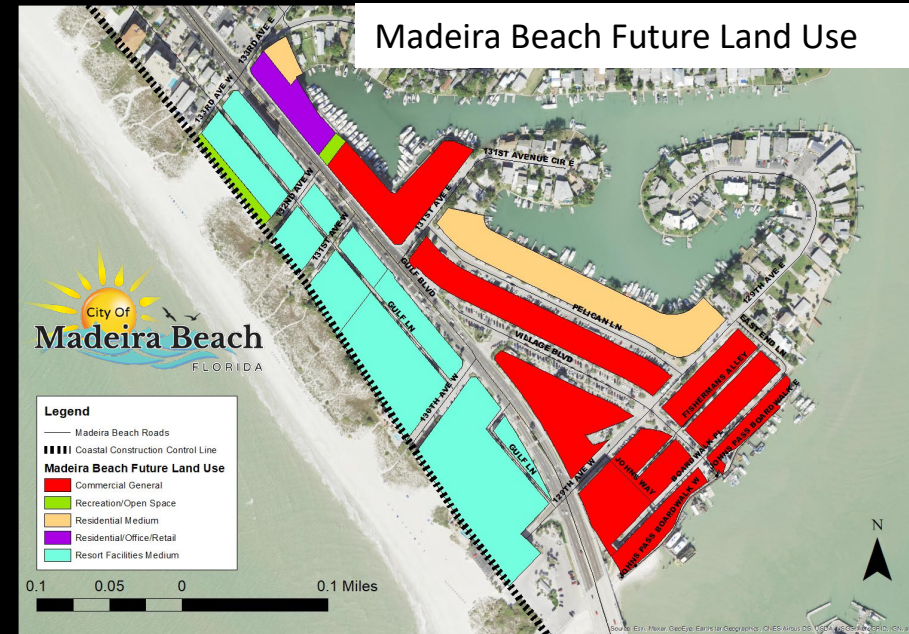
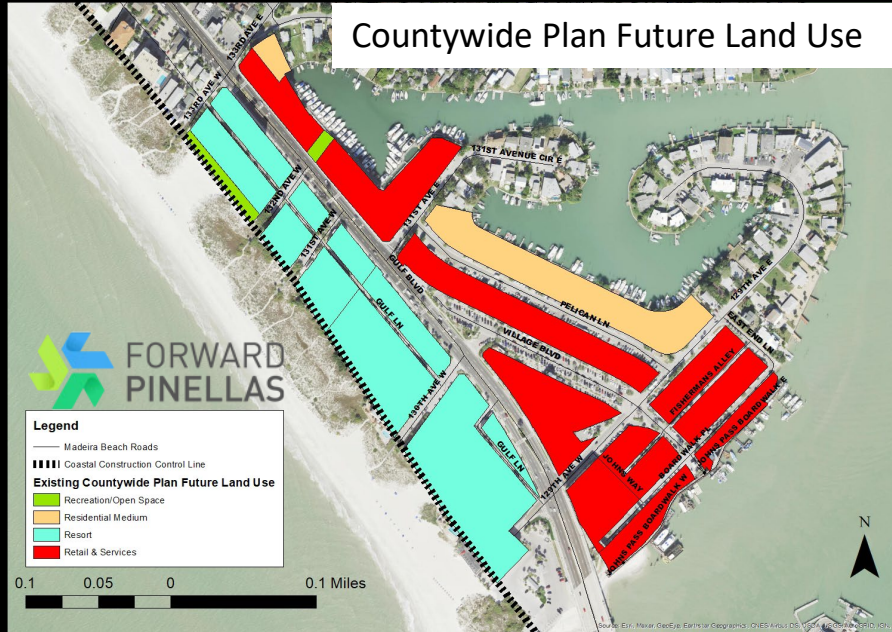
Madeira Beach Future Land Use Categories

- Commercial General
- Institutional
- Planned Redevelopment-Mixed Use
- Preservation
- Recreation/Open Space
- Residential Medium
- Residential Urban
- Residential/Office/Retail
- Resort Facilities Medium
- Right of Way
- Scenic Corridors
- Transportation/Utility
- Water

Background and Context

- **2008** the city adopted inconsistent standards, PPC reviewed the amendments and informed the city of the inconsistencies
- **2020** the city rediscovered the inconsistencies and began working with Forward Pinellas
- **2023** the city submits an Activity Center application to Forward Pinellas (Ordinance 2023-01 and Ordinance 2023-02)
 - 9/2023 Forward Pinellas Board recommends approval of an alternative compromise
 - 11/2023 the city (BOC) will vote on the alternative compromise
 - TBD CPA will review and vote on alternative compromise
 - TBD the city (BOC) will vote on adoption of the alternative compromise/Activity Center (Ordinance 2023-01 and Ordinance 2023-02)

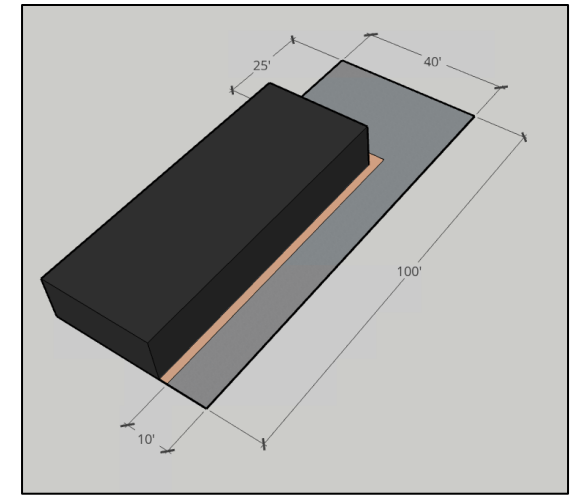
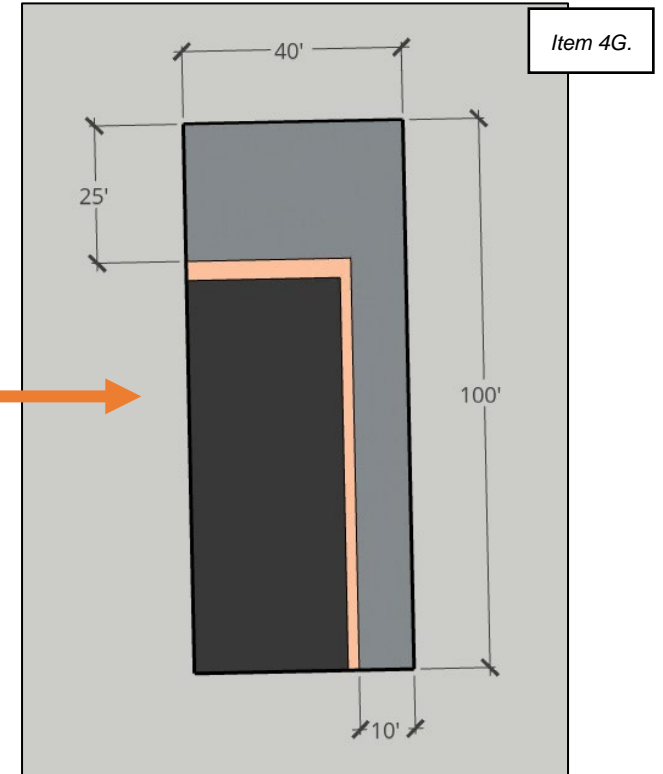
EXISTING DENSITIES AND INTENSITIES



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
Resort	FAR 1.2	RES UPA: 30 TEMP UPA: 50	Residential/Office/Retail	FAR 1.0	RES UPA: 18 TEMP UPA: 45
Residential Medium	FAR 0.5	RES UPA: 15 TEMP UPA: 0	Resort Facilities Medium	FAR 1.0 – 2.0 (Depends on Lot Area)	RES UPA: 18 TEMP UPA: 45-75
Recreation/Open Space	FAR 0.25	RES UPA: 0 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

Example of existing LDRs

C-1 typical lot: what is currently built vs what can be built with current setbacks and 0.55 FAR



EXISTING FAR AND DENSITY/INTENSITY



TABLE 3.3
EXISTING FAR AND DENSITY RANGE

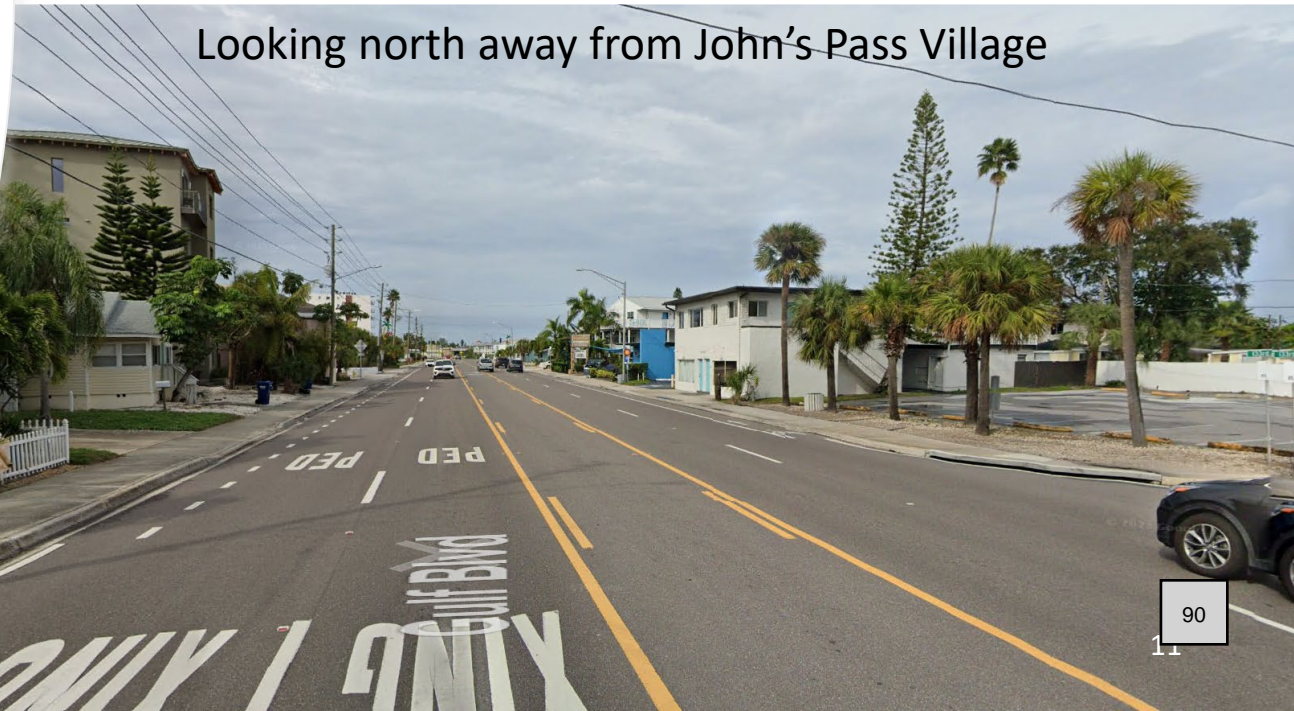
Character District	Residential Density Range (UPA)	Temporary Lodging Density Range (UPA)	FAR Range
Boardwalk	0	0	0.4 - 1.3
Commercial Core	14.5	12.4	0.2 - 1.1
John's Pass Resort	4.8 - 70	36.4	0.1 - 1.6
Low Int. Mixed Use	9.4 - 37.7	17.5 - 34.0	0.2 - 0.7
Traditional Village	10.9	0	0.03 - 1.7
Transitional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

Why does the boundary go to 133rd Ave?

Looking south towards John's Pass Village

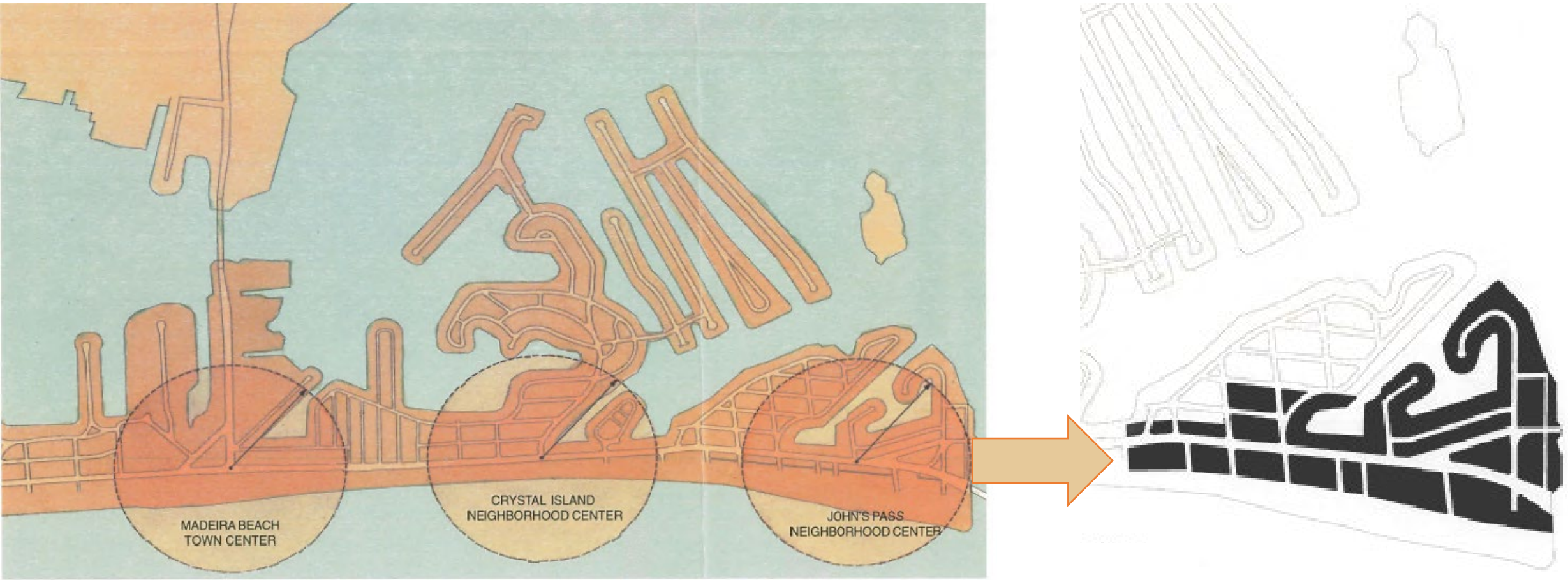


Looking north away from John's Pass Village



CITY OF MADEIRA BEACH MASTER PLAN

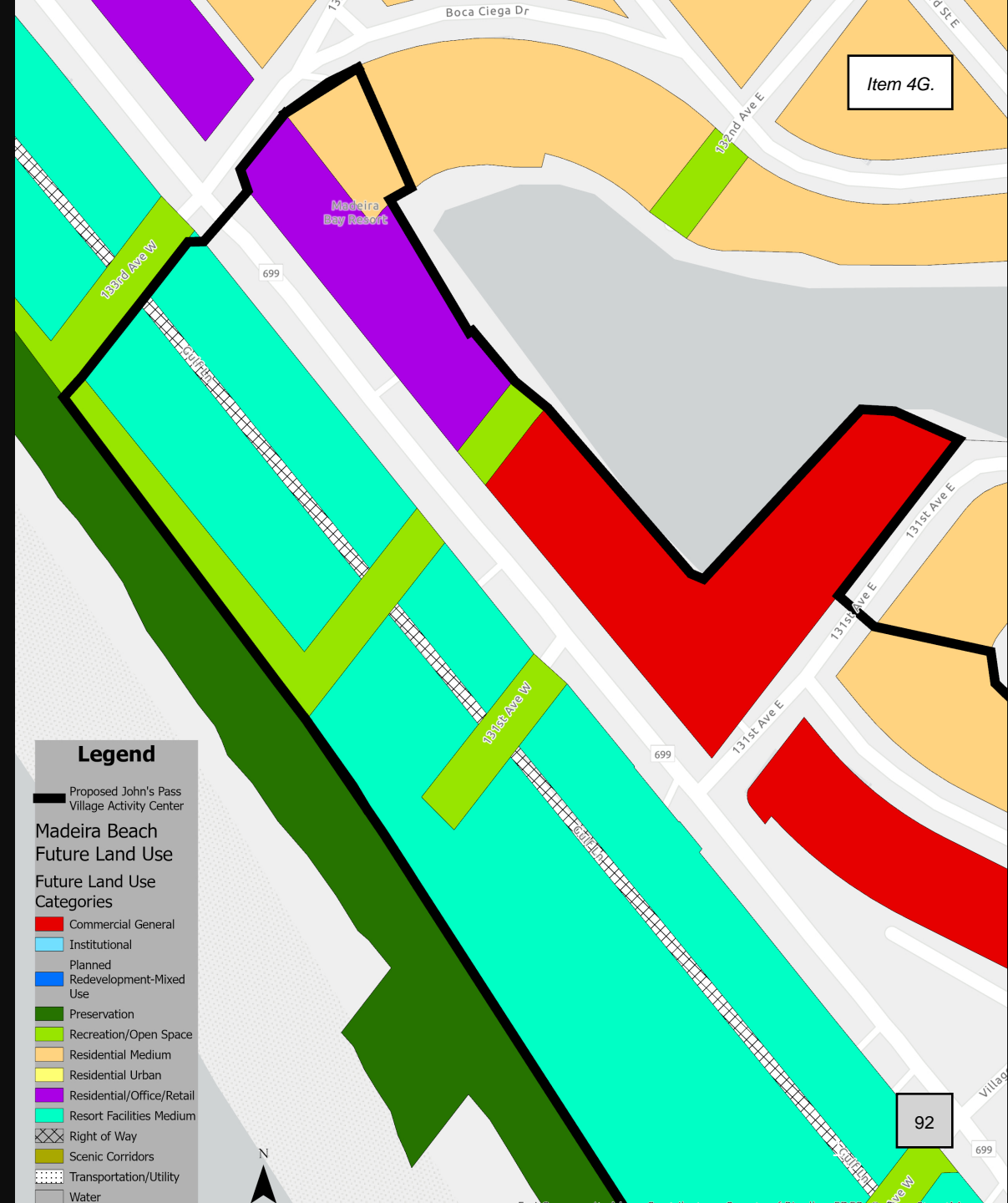
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Map Delimiting the Areas to Be included Within the Three Proposed Pedestrian Sheds

Existing Madeira Beach Future Land Use Transitional Character District

- Inconsistent Future Land Use (Recreation Open/Space and Residential Medium) with current development
 - Madeira Bay Resort
 - Areas landward of CCCL
- The proposed John's Pass Village Activity Center Plan corrects these inconsistencies



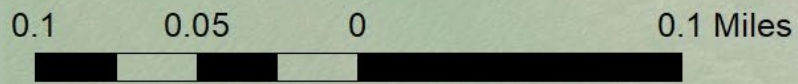
John's Pass Village Activity Center

Item 4G.



Legend

- Madeira Beach Roads
- ▬▬▬▬ Coastal Construction Control Line
- Proposed Future Land Use Category**
- Activity Center (Community Center)



Proposed Activity Center Plan: Character Districts

Traditional Village

Commercial Core

Boardwalk

John's Pass Resort

Low Intensity Mixed Use

Transitional



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and

Recommendation – Alternative Compromise

Proposed Countywide Plan Map Amendment Findings

- 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.
- Forward Pinellas staff is in support of a Neighborhood Center designation:
 - Less intense Activity Center subcategory
 - Not identified as an existing or planned Activity Center
 - Amendment area size of 27 acres
 - Limited walkability
- The proposed amendment does involve impacts to the Coastal High Hazard Area. These impacts have been addressed in detail in the attached staff report. Forward Pinellas Staff is not in support of residential density increase.

It is recommended that the board recommend an alternative compromise recommendation as per Section 6.2.1 of the Countywide Rules to approve an amendment to the Activity Center category for 27 acres (m.o.I.) of amendment area.

Community vs Neighborhood Center

Standards Applicable to Activity Center Subcategories

Activity Center Subcategory	Acreage Range	Maximum Density/Intensity Standard ¹			Traffic Generation Rate (Average Daily Trips Per Acre)
		Residential Density (Units Per Acre) ³	Temporary Lodging Density (Units Per Acre) ²	Nonresidential or Mixed-Use Intensity (Floor Area Ratio) ³	
Urban Center	200 to 500	200	330	8.0	724
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Neighborhood Center	20 to 500	60	100	2.0	216

Notes:

- ¹ Maximum density/intensity may be calculated on an average areawide basis pursuant to Section 5.2.1.2.
- ² For residential or temporary lodging units, either the applicable UPA or the nonresidential FAR standard may be used. In the alternative, upon adoption of provisions for compliance with Section 5.2.1.3, the density and intensity standards set forth in Table 6 may be used.
- ³ For mixed-use projects, either an all-inclusive FAR standard or a proportionate share of residential density and nonresidential intensity may be used. In the alternative, the mixed-use bonus provisions of Section 4.2.3.6 may be used.



Optional Alternative Temporary Lodging Use Standards

- The Alternative Temporary Lodging Use Standards have stricter requirements compared to what could be built by right
- A Development Agreement would need to include requirements related to design standards, concurrency management standards, hurricane evacuation plans, and mobility management
- The Floor Area Ratio (FAR) would include the parking structure and various other accessory uses
- This would give the Board of Commissioners and residents additional tools to make sure future temporary lodging use developments fit within the character and scale for John’s Pass Village

5.2.2.2

Design Considerations. The purpose of the design considerations is to enable the government to authorize the increased density and intensity provided for in Table 5-1, 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.

Item 4G.

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:

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

**Table 5-1
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 2.3.3.8	75	1.5	0.85

White box: current
 Colored box: proposed

EAST SIDE
 FAR: 1.0/1.2
 Temp: 60
 Res: 15

FAR: 1.5/2.0*
 Temp: 50/75*
 Res: 18

WEST SIDE
 FAR: 1.0-2.0
 Temp: 45-75
 Res: 18

FAR: N/A
 Temp: N/A
 Res: 15

FAR: 1.5/2.0*
 Temp: 40/60*
 Res: 18

FAR: 1.2
 Temp: 60
 Res: 15

FAR: 2.0
 Temp: 45
 Res: 15

FAR: 1.2
 Temp: 60
 Res: 15

FAR: 2.0/2.2-3.0*
 Temp: 60/75-100*
 Res: 15

FAR: 2.0/2.2-2.5*
 Temp: 60/75-100*
 Res: 18

FAR: 1.0-2.0
 Temp: 45-75
 Res: 18

FAR: 1.2
 Temp: 60
 Res: 15

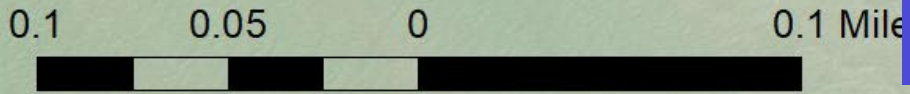
FAR: 1.5
 Temp: 0
 Res: 0

Legend

- Madeira Beach Roads
- ▬▬▬ Coastal Construction Control Line

John's Pass Village Activity Center Character Districts

- Boardwalk
- Commercial Core
- John's Pass Resort
- Low Intensity Mixed Use
- Tradional Village
- Transitional



Average Lot Size

**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.

John's Pass Village Activity Center Character District Proposed Densities and Intensities

Item 4G.

John's Pass Activity Center Character Districts	Residential Units Per Acre (UPA)	Temporary Lodging Units Per Acre (UPA)*	FAR by District*	Avg Lot Size	Maximum Temp Lodging Density of avg lot size with DA*
Boardwalk	0	0	1.5	0.15	0
Commercial Core	15	60/75-100*	2.0/2.2-3.0*	0.18	13-18*
John's Pass Resort	18	60/75-100*	2.0/2.2-2.5*	0.40	30-40*
Low Intensity Mixed Use	18	40/60*	1.5/2.0*	0.17	10*
Traditional Village	15	45	2.0	0.20	9
Transitional	18	50/75*	1.5/2.0*	0.28	21*

*Allows for higher densities and intensities only if accompanied by an approved Development Agreement

Plan Adoption and Implementation Steps

01

Amend City's Comprehensive Plan to create Activity Center category Ordinance 2023-15

02

Initial City action to adopt Activity Center Plan Ordinance 2023-01
Initial City action to amend Future Land Use map Ordinance 2023-02

03

Amend Countywide Plan to establish Activity Center on the Countywide Plan Map and the Land Use Strategy Map (PAC/PPC/CPA)

04

Final City action to adopt Activity Center Plan Ordinance 2023-01
Final City action to amend Future Land Use map Ordinance 2023-02

05

Amend City's Land Development Code to establish Activity Center zoning districts
Administer and implement the Activity Center Plan

Ordinance 2023-01

Exhibit A

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

TABLE OF CONTENTS

CHAPTER ONE
INTRODUCTION.....Page 4

CHAPTER TWO
BACKGROUND & CONTEXT.....Page 8

CHAPTER THREE
THE PLAN.....Page 17

CHAPTER FOUR
TRANSPORTATION.....Page 36

CHAPTER FIVE
COASTAL HIGH HAZARD AREA CONSIDERATIONS.....Page 47

CHAPTER SIX
PLANNING & URBAN DESIGN PRINCIPLES.....Page 53

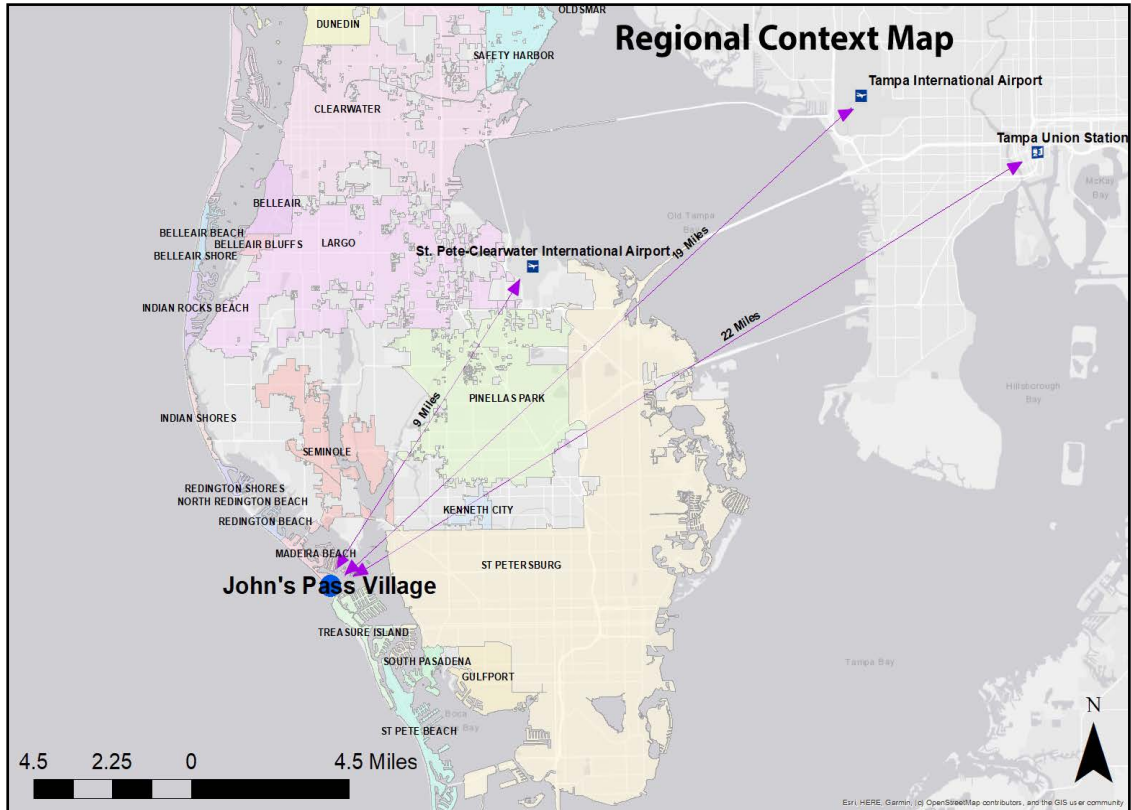
CHAPTER SEVEN
IMPLEMENTATION STRATEGIES.....Page 68

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.

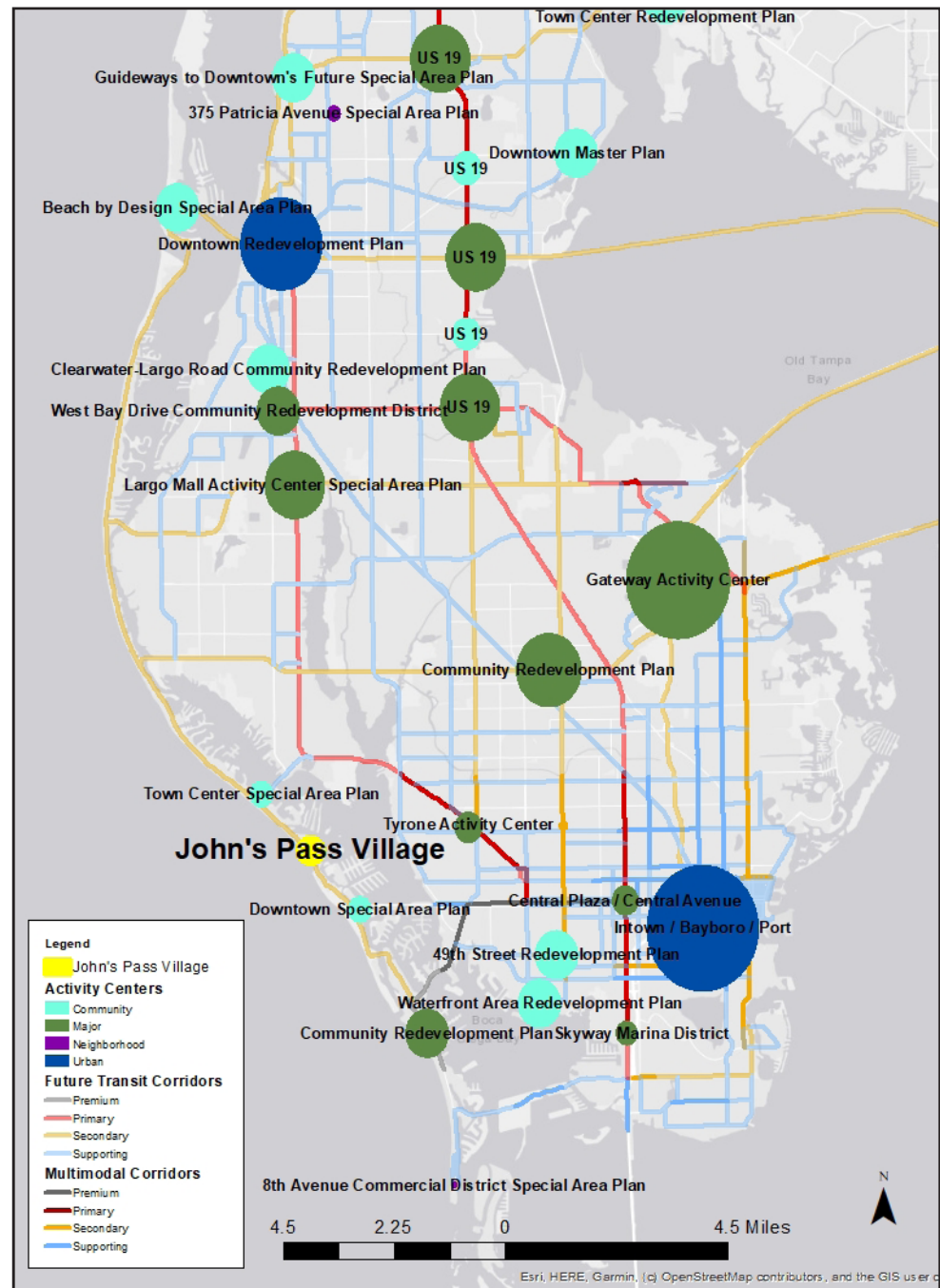
PLAN OVERVIEW

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.

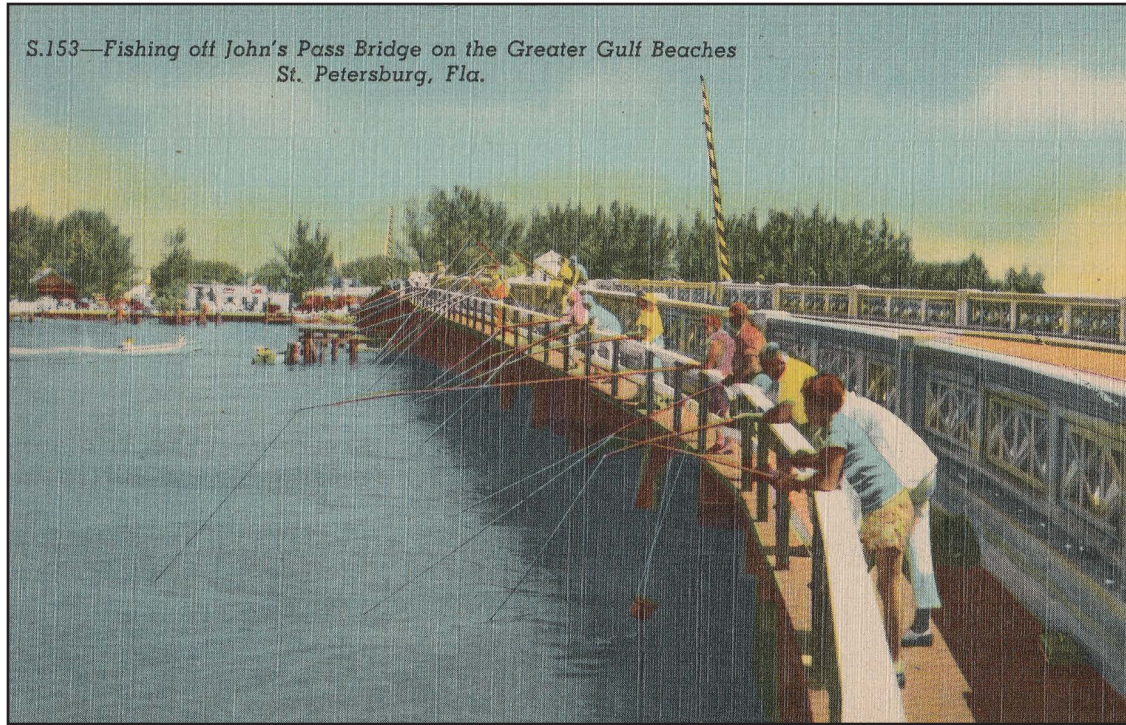




Madeira Beach remained an integral part of the growing commercial development along the beaches. John's Pass grew in popularity as a prime fishing destination and small businesses at the pass provided services to recreational fishermen and industrial fleets. The Little House Restaurant opened in 1937 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

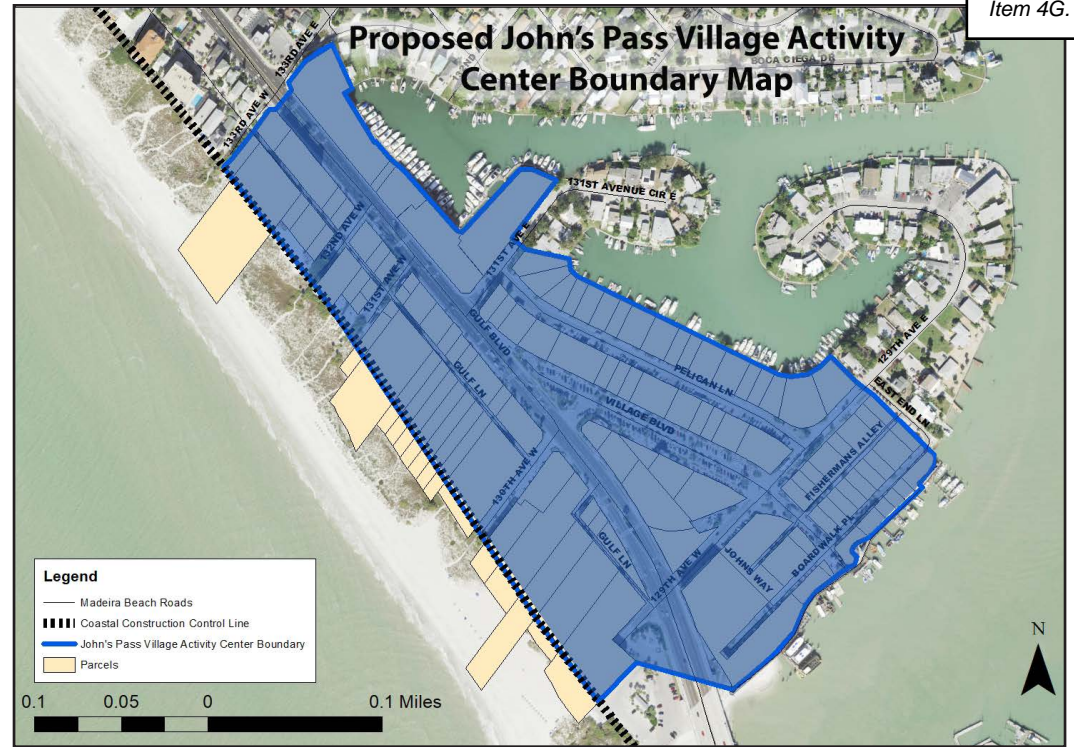
Chapter Three

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.

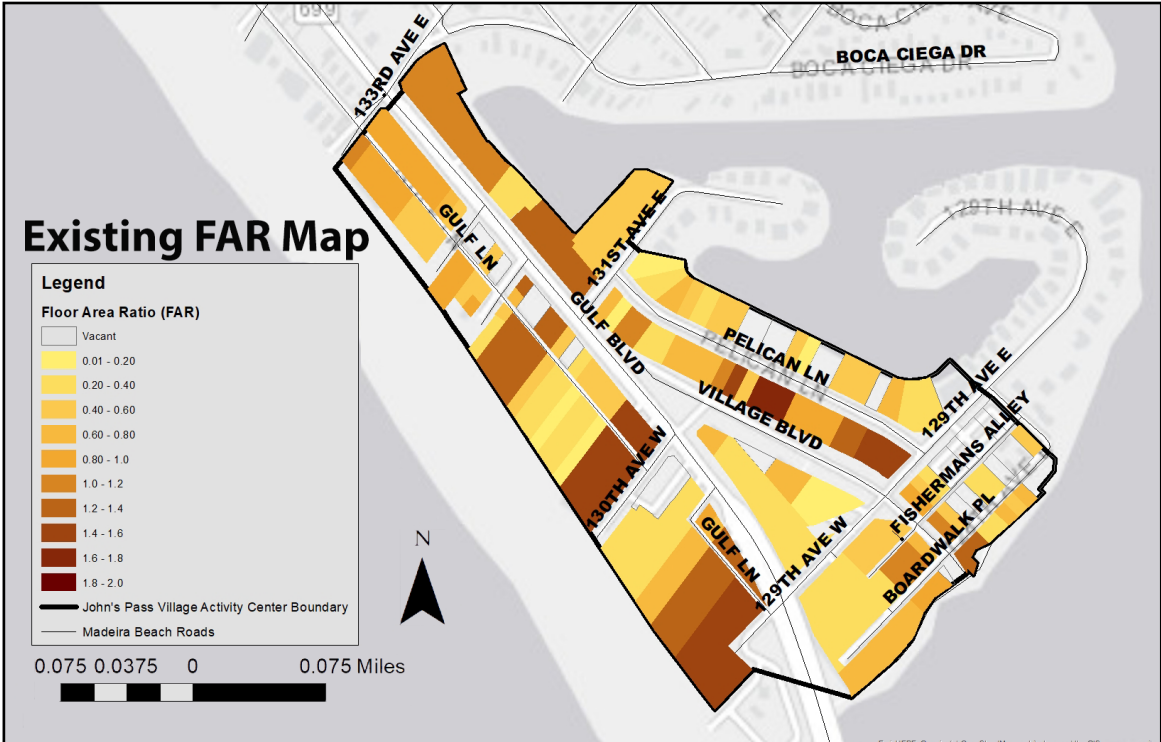


TABLE 3.4
AVERAGE LOT SIZES IN EACH CHARACTER DISTRICT

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.

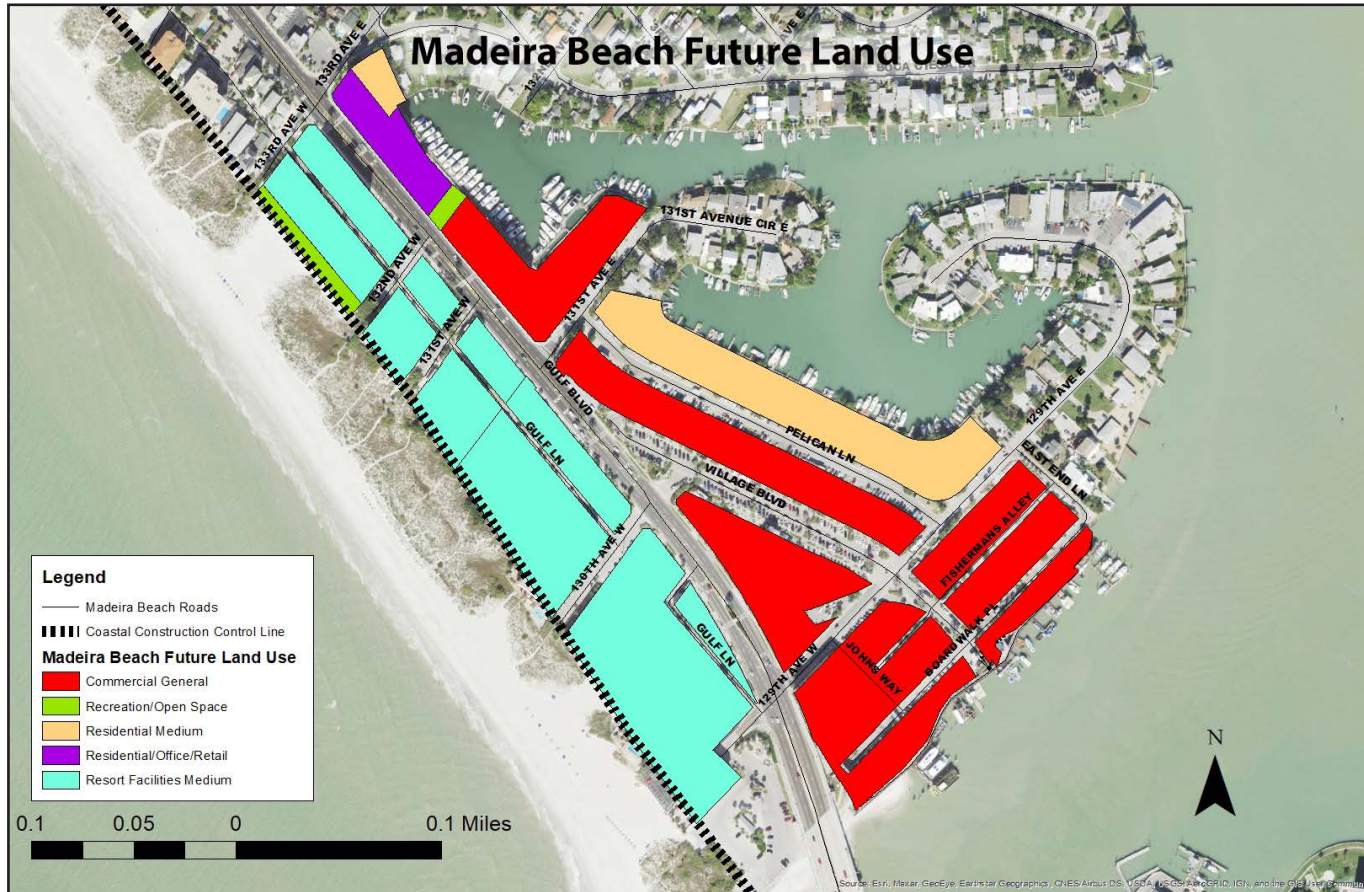


TABLE 3.5 EXISTING MADEIRA BEACH FUTURE LAND USE CATEGORY DENSITY AND INTENSITY MAXIMUMS

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

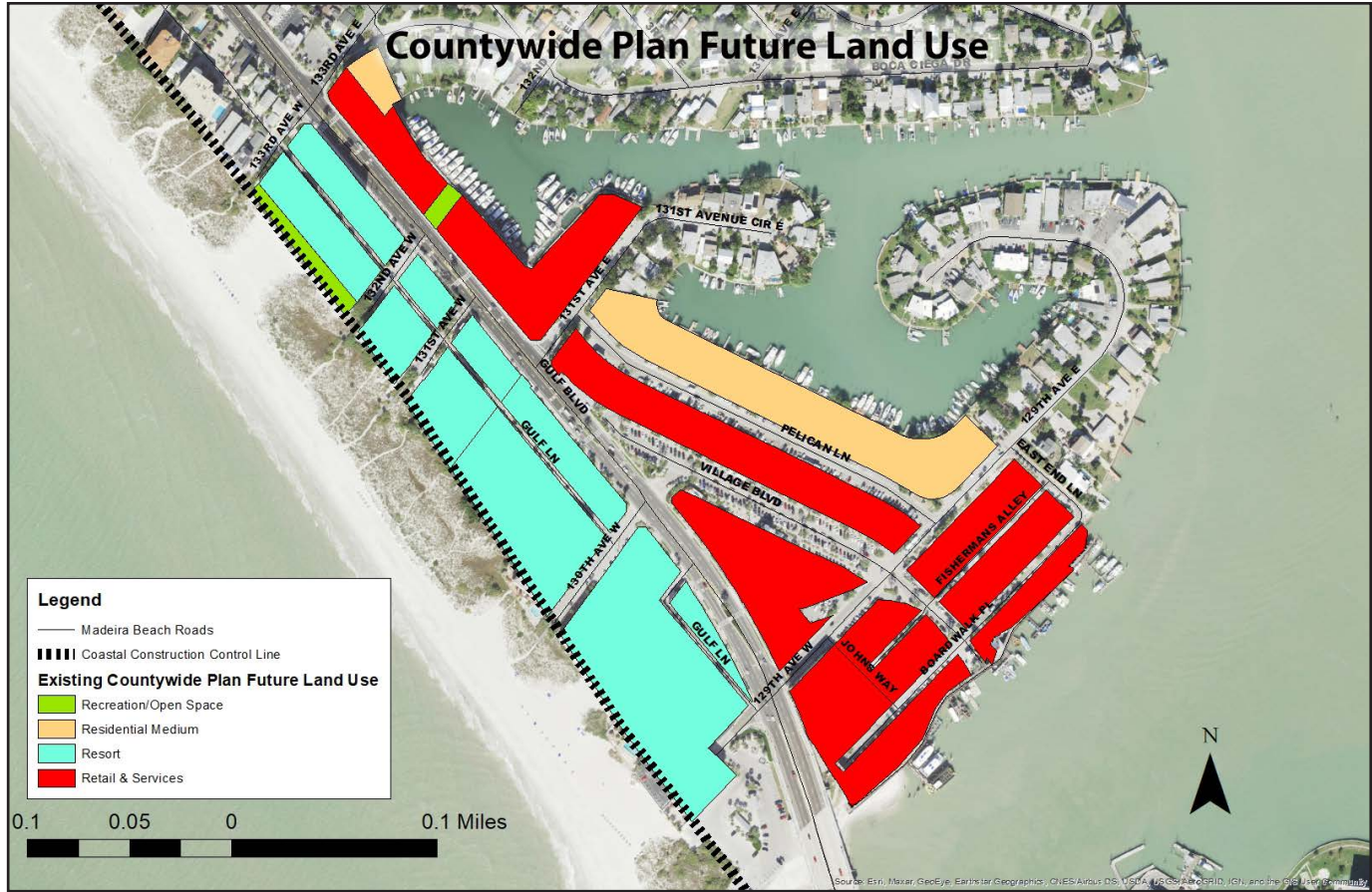


TABLE 3.6 EXISTING COUNTYWIDE FUTURE LAND USE CATEGORY DENSITY AND INTENSITY MAXIMUMS

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.

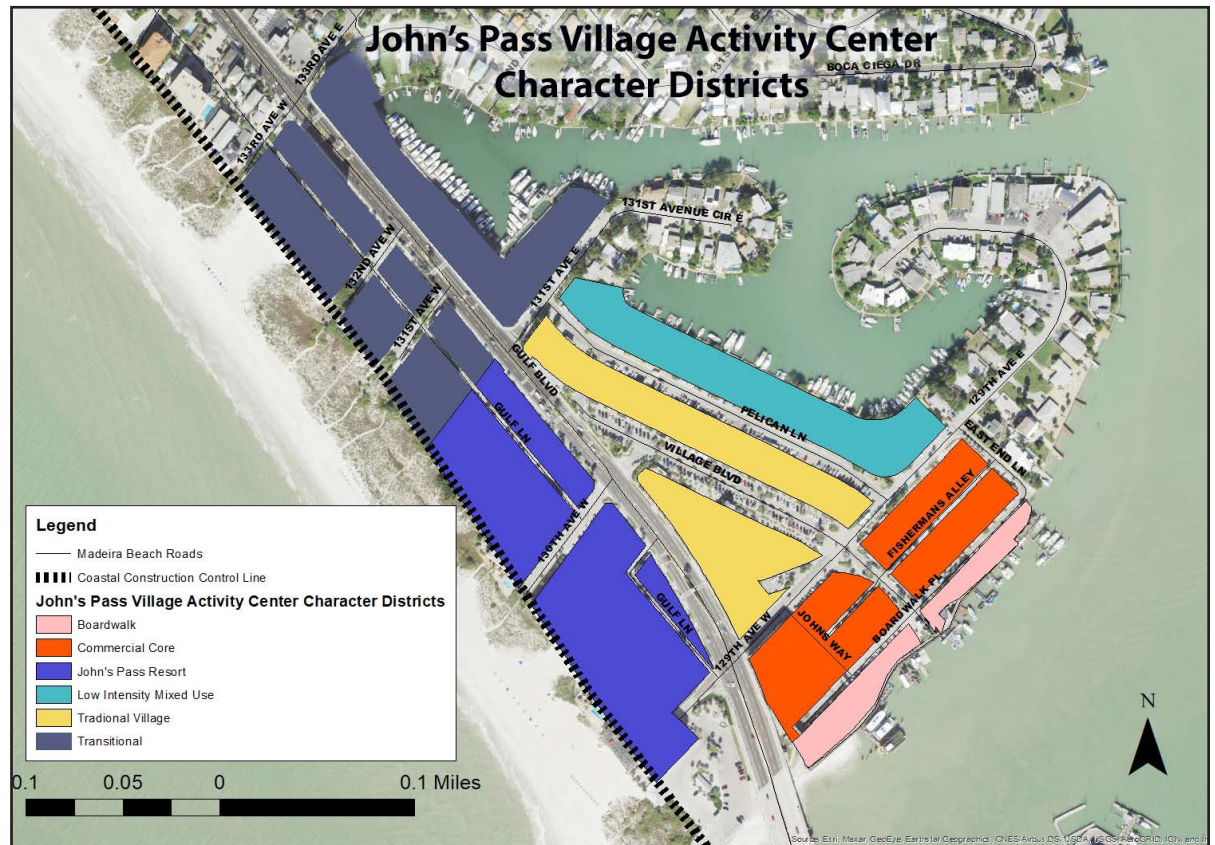
PROPOSED ACTIVITY CENTER PLAN

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.

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.



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.~~



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.

Low Intensity Mixed Use



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

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



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



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

<i>Character District</i>	<i>Residential</i>	<i>Temporary</i>	<i>FAR</i>	<i>Acres</i>	<i>District Percentage</i>
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

<i>Character District</i>	<i>Residential UPA</i>	<i>Temporary Lodging UPA</i>	<i>Alternative Temporary Lodging UPA*</i>	<i>FAR</i>	<i>Alternative Temporary Lodging FAR*</i>
Boardwalk	0	0	n/a	1.5	n/a
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*
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*
Low Int. Mixed Use	18	40	60*	1.5	2.0*
Traditional Village	15	45	n/a	2.0	n/a
Transitional	18	50	75*	1.5	2.0*

*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 <u>by right</u> Standards in JPVAC	Average <u>by right</u> 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**

	<u>Highest Alternative Temporary Lodging Use Standards (Activity Center) in Countywide Plan</u>	<u>Highest Alternative Temporary Lodging Use standard in JPVAC</u>	<u>Average Highest or Alternative Temporary Lodging Use Standard in JPVAC</u>
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.

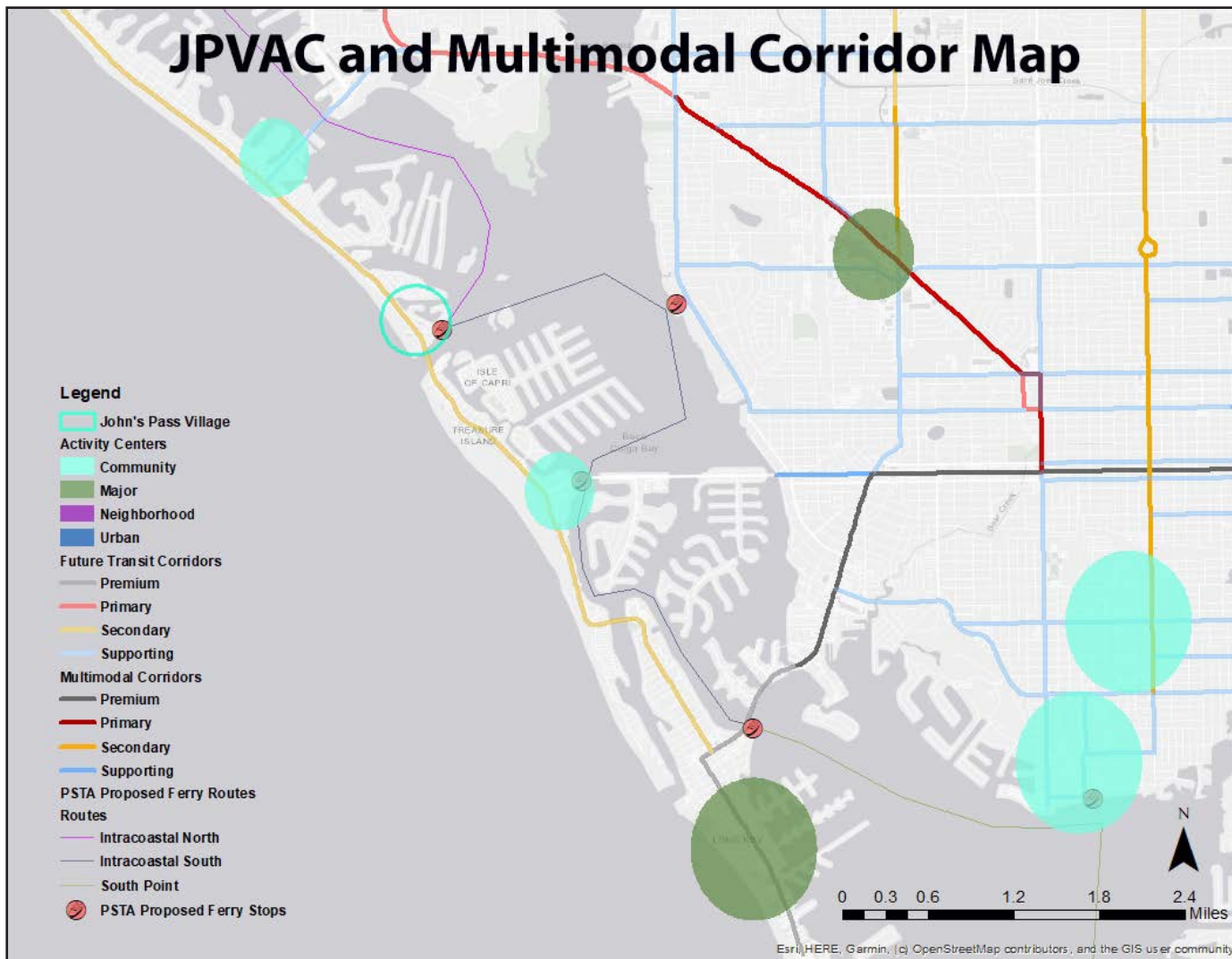
EXISTING ACTIVITY CENTERS, EXISTING MULTI-MODAL CORRIDORS, AND FUTURE TRANSIT CORRIDORS NEAR JOHN'S PASS VILLAGE

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 roadways



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**

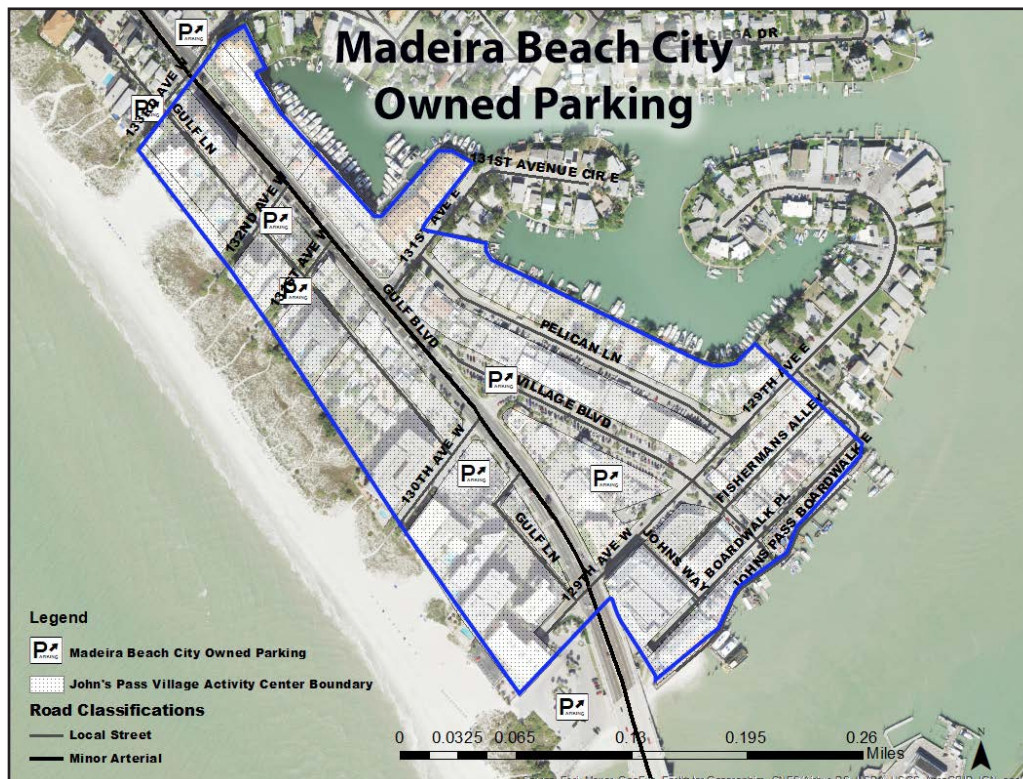
<i>Location</i>	<i>Regular Spaces</i>	<i>Handicap Spaces</i>	<i>City Vehicle Spaces</i>	<i>Employee Spaces</i>
John’s Pass Village Parking Lot	53	4	1	2
Village Blvd	111	3	0	0
John’s Pass Park (South Beach)	89	10	1	0
130th Ave W	76	2	0	0
131st Ave W	6	0	0	0
132nd Ave W	26	2	0	0
133rd Ave E	12	1	0	0
133rd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

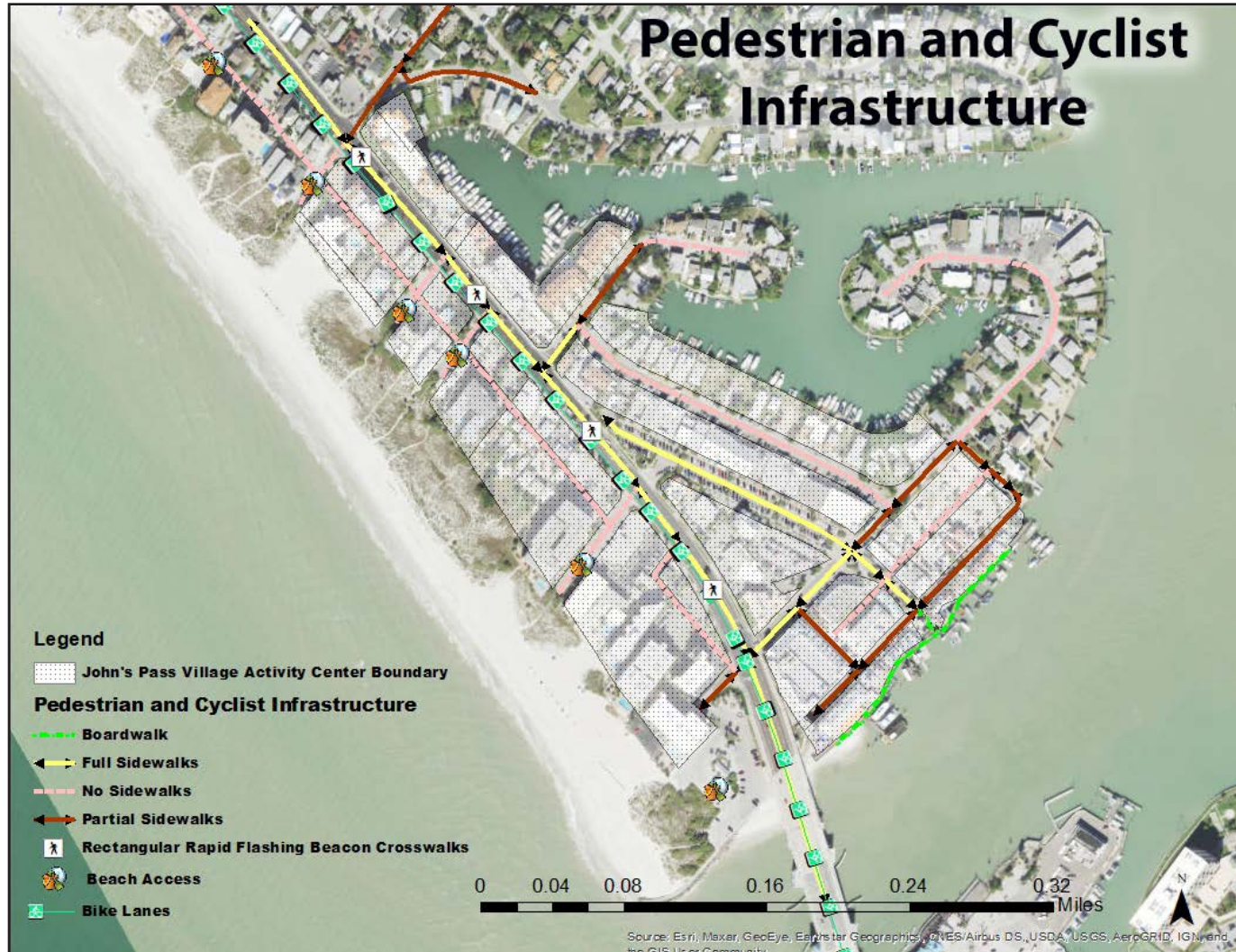
Within the proposed John’s Pass Village Activity Center are city-owned public parking spaces located on the street, at the beach access points, and at surface parking lots. There are 385 regular spaces, twenty-three handicap spaces, two city vehicle spaces, and two employee spaces. In the Madeira Beach 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.

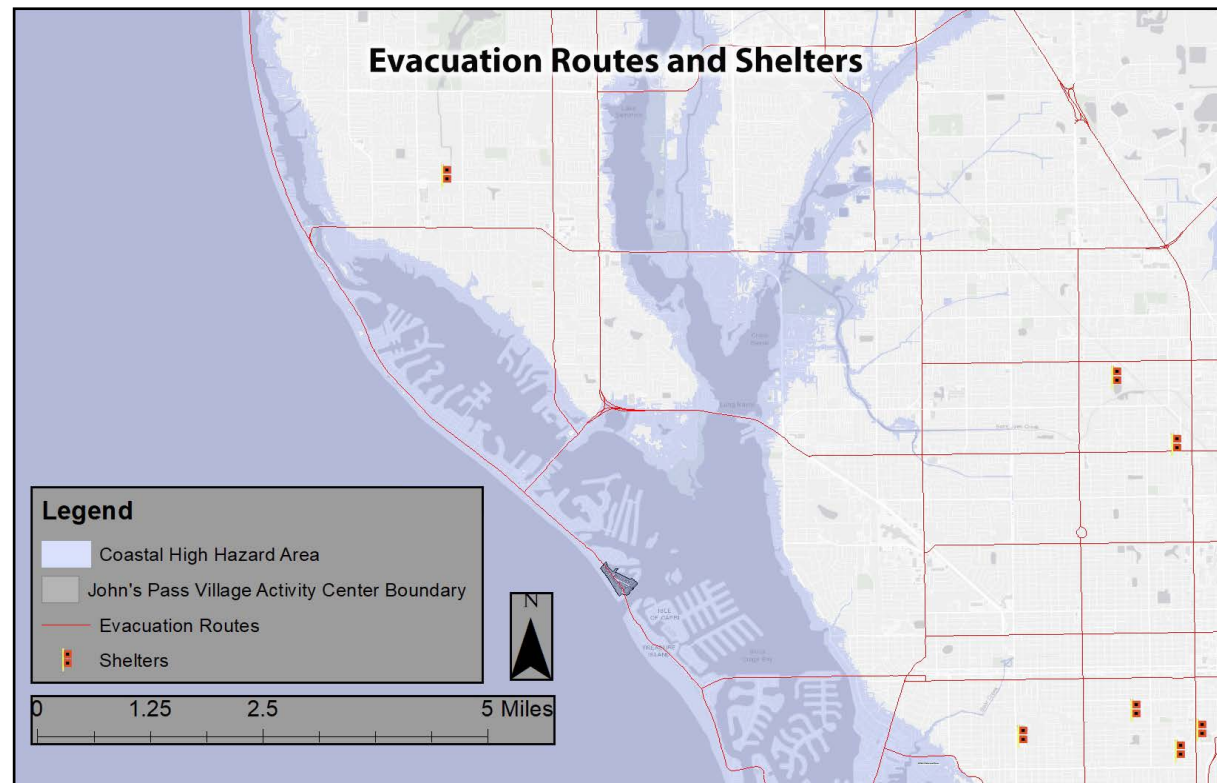
The CHHA is defined as follows:

“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:

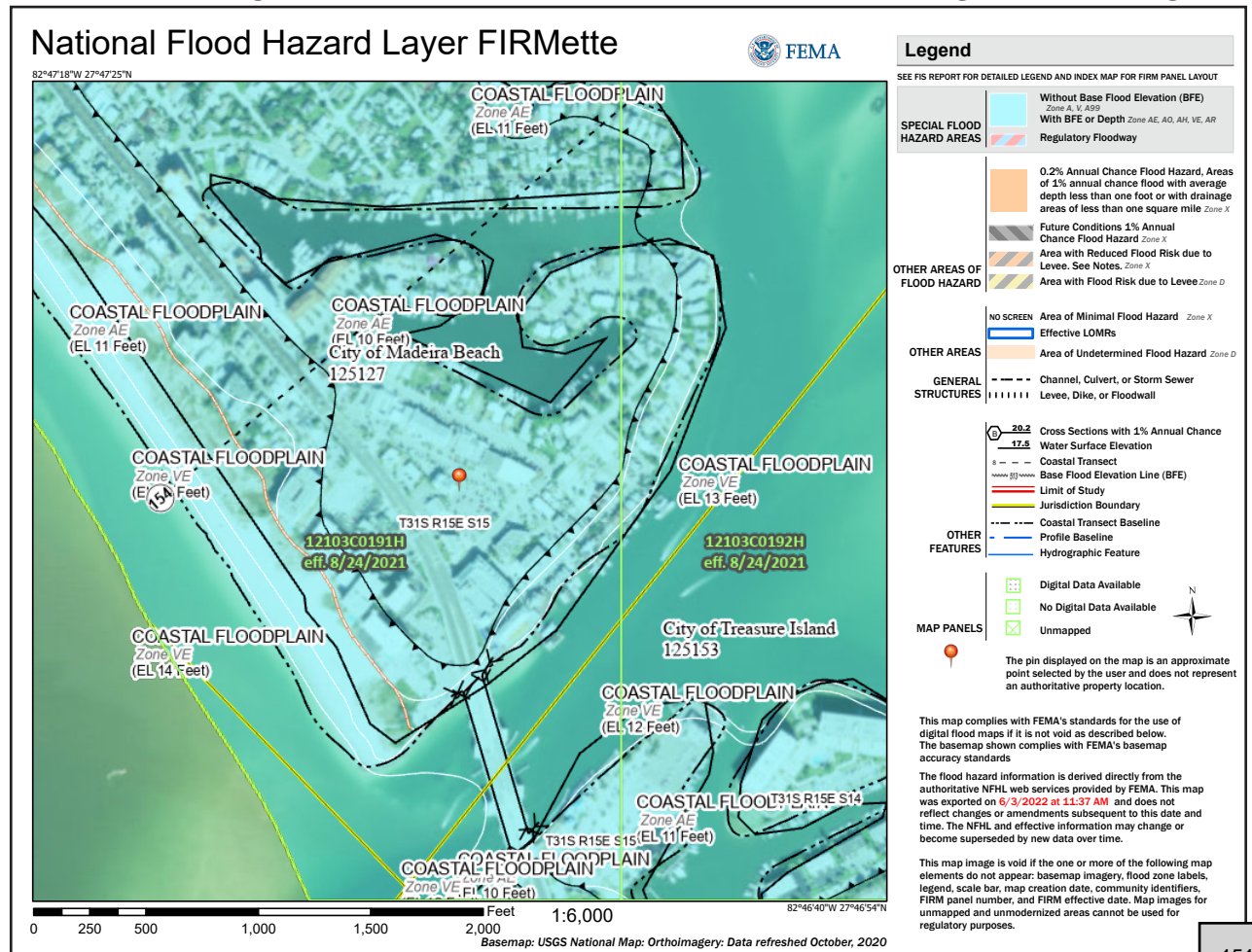
- To promote the sustainability, both economically and environmentally, of existing and planned development.
- To allow for needed infrastructure improvements that serve the existing and future built environment and enhance its function and resiliency.



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 along 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 $\frac{1}{4}$ to $\frac{1}{2}$ 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:

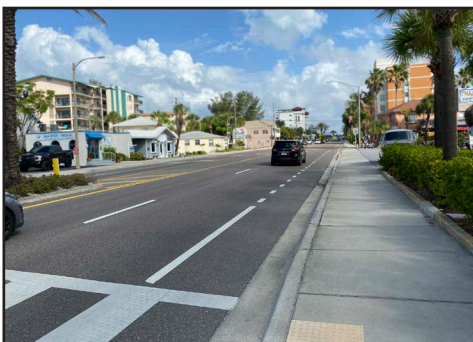
- Policy 1.5.3 Ensure the scale of proposed development shall be appropriate to the level of accessibility with more intensive development located in those areas with high accessibility.



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





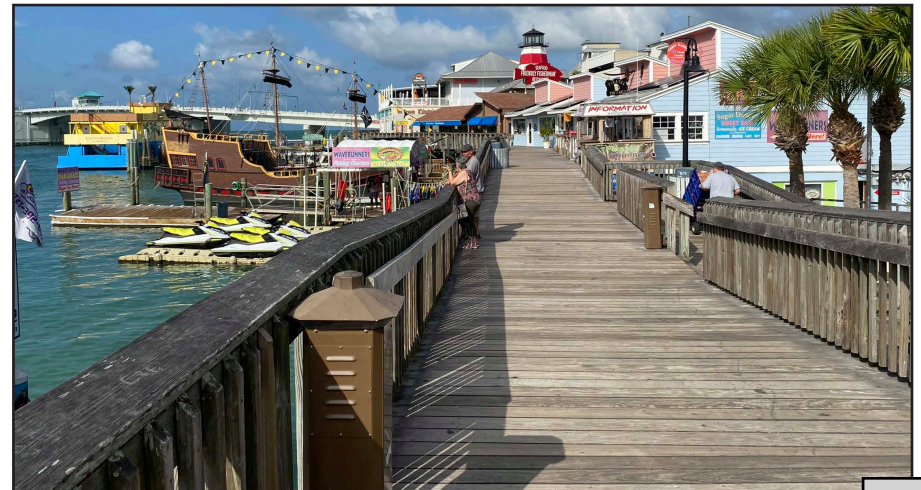
Traditional Village: shaded walking area, wide sidewalks, parking in rear and public parking in front.



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.

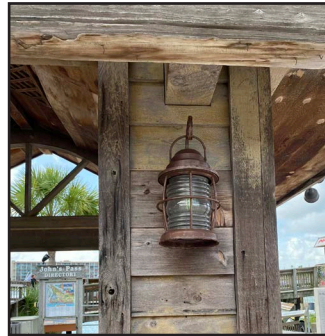
In relationship to multi-modal travel, a strategically located transit hub that provides for transit connections to parking, bicycle and pedestrian facilities would be of great assistance in establishing the “point of entry” from the Gulf Boulevard corridor to the Village.

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.

Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;

- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs which have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Home occupation means an occupation conducted as an accessory use in a dwelling unit in a manner which is clearly incidental and accessory to the residential use and requiring no changes to the outside of the structure or its outward appearance.

Hotel means a building containing five or more sleeping accommodations available to the public for compensation and in which meals may or may not be provided. All ancillary or accessory uses such as dining rooms, restaurants or cafes shall be operated within the same building or buildings and principal access to all facilities is through an inside lobby or office supervised by a person in charge at all hours. Hotel facilities are classified as a form of a tourist dwelling facility.

Household animals means animals which are customarily kept for personal use or enjoyment which are not exhibited to the public nor raised for commercial purposes. Household animals shall include domestic dogs, domestic cats, white mice and domestic rabbits, frogs, small birds, small reptiles and fish.

Hurricane evacuation zone means the hurricane evacuation zone established by the county emergency services agency. Evacuation Levels A, B, C, D, and E, as identified in the most recent hurricane evacuation study, require the evacuation of successively more zones inland from the coast during a storm event.

Impervious surface means a surface that has been compacted or covered with a layer of material so that it is highly resistant to or prevents infiltration by stormwater. It includes surfaces such as limerock, or clay, as well as most conventionally surfaced streets, structures, roofs, sidewalks, parking lots, and other similar surfaces.

Impervious surface ratio (ISR) means the relationship between the total impervious surface area on a site and the gross land area. The impervious surface ratio is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross land area. The square footage of the gross land area for purposes of determining the ISR shall not include public road right-of-way and shall not include submerged land.

Start of construction, for new construction or substantial improvement it means the date the building permit was issued, provided the actual commencement of construction, repair, reconstruction or improvement is within 180 days of the permit date. An extension, upon an approved written application, may be granted for 90 days.

Stormwater retention means that portion of surface water drainage system used for the storage or treatment of stormwater runoff and design reviewed and constructed in accordance with the land development regulations.

Story means the portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. A complete horizontal section of building having one continuous or practically continuous floor. This term does not include the floor of a garage used solely for the parking of vehicles and entry to habitable living space.

Straddle dance (also known as lap dance, or face dance) means the use by an employee, whether clothed or not, of any part of his/her body to massage, rub, stroke, knead, caress or fondle the genital or pubic area of a patron, while on the premises, or the placing of the genital or pubic area of an employee in contact with the face of a patron, while on the premises.

Street means all property accepted or intended by the city for public street purposes or officially approved for private street purposes.

Structural alterations means any change, except the repair or replacement in supporting members of a building, such as bearing walls, columns, beams or girders, or the rearrangement of any interior partitions.

Structure means anything constructed or erected, the use of which requires permanent location on the land or attachment to something having permanent location on the land. Structures include buildings, walls, screened enclosures, fences, advertising signs, billboards, swimming pools and exterior mechanical equipment such as air-conditioning compressors.

- (1) *Major structure*: Houses, mobile homes, apartment buildings, condominiums, motels, hotels, restaurants, towers, other types of residential, commercial, or public buildings, and other construction.
- (2) *Minor structure*: Pile-supported, elevated dune and beach walkover structures; beach access ramps and walkways; stairways; pile-supported, elevated viewing platforms, gazebos, and boardwalks; lifeguard support stands; public and private bathhouses; sidewalks, driveways, parking areas, shuffleboard courts, tennis courts, handball courts, racquetball courts, and other uncovered paved areas; earth retaining walls; and sand fences, privacy fences, ornamental walls, ornamental garden structures, aviaries, and other ornamental construction. It shall be a characteristic of minor structures that they are considered to be expendable under design wind, wave, and storm forces.

- (3) *Nonhabitable major structure*: Swimming pools; parking garages; pipelines; piers; canals; lakes, ditches, drainage structures, and other water retention structures; water and sewage treatment plants; electrical power plants, and all related structures or facilities, transmission lines, distribution lines, transformer pads, vaults, and substations; roads, bridges, streets and highways; and underground storage tanks.
- (4) *Coastal or shore protection structure*: Shore-hardening structures, such as seawalls, bulkheads, revetments, rubble mound structures, groins, breakwaters, and aggregates of materials other than beach sand used for shoreline protection; beach and dune restoration; and other structures which are intended to prevent erosion or protect other structures from wave and hydrodynamic forces.

Submerged land means the land area situated below the mean high water line of a standing body of water, including ocean, gulf, bay, estuary, lake, pond, river or stream. For the purpose of this definition drainage retention/detention areas to be created as a function of development and wetlands shall not be considered submerged land.

Substantial damage means the damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the fair market value of the structure, before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either any project for improvement of the structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official, and which are the minimum necessary to assure living conditions, or any alterations of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure.

Substantially improved existing manufactured home parks or subdivisions means where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Subsurface drainage means any approved method used as a vehicle to convey groundwater.

Swale means a low place in a tract of land.

Temporary lodging unit means an individual room, rooms or suite within a temporary lodging use designed to be occupied as a single unit for temporary occupancy.

Sec. 110-427. Yard regulations—Open sky requirements.

- (a) Every part of a required yard (see appropriate section of schedule of use, lot, yard and bulk regulations) must be open to the sky unobstructed, except as otherwise permitted in this Code. The following may encroach into the minimum yard requirements of each lot, provided the required permits have been obtained:
- (1) Roof overhangs not exceeding three feet;
 - (2) Rear yard second floor and above balconies not exceeding four feet;
 - (3) Belt courses and ornamental features shall not project more than four inches from the building wall;
 - (4) Awnings and canopies not exceeding three feet;
 - (5) Arbors and trellises may be placed in the required front or side yard at least ten feet from the property line;
 - (6) Flag poles may be placed in any required yard at least ten feet from any property line;
 - (7) Garden ornaments, including, but not limited to, decorative columns, fountains and birdbaths, which are permanently affixed to the ground may be placed in a required yard at least five feet from any property line;
 - (8) Handicapped ramps, including vertical guardrails, meeting the requirements of the Florida Accessibility Code for Building Construction, may be placed in any required yard at least five feet from the property line;
 - (9) Recreation and children's playground equipment permanently affixed to the ground, excluding skateboard ramps, may be placed:
 - a. In a non-waterfront rear yard at least ten feet from the property line;
 - b. In a waterfront rear yard at least 20 feet from the property line;

An enclosed clubhouse and elevated structures shall not be considered recreation and children playground equipment;
 - (10) Light posts not to exceed six feet in height may be placed in a required front yard at least ten feet from the property line; and shall be in compliance with section 110-502;
 - (11) Ancillary equipment such as: filters and pumps for swimming pools and spas, lawn irrigation pumps and propane gas tanks may be placed in the required side yard setback by 50 percent of the required side yard distance;
 - (12) Chimneys, attached to the dwelling, may be placed three feet into the required setback; and
 - (13) Walkways and paths may encroach into the minimum yard requirement so long as they stay within the ISR requirements.
- (b) Permitted to encroach into the required yard setbacks and exempt from permitting.
- (1) Temporary holiday displays or patriotic displays may be placed within any yard setback;
 - (2) Mailboxes installed in conformance with U.S. Postal Regulations, if not permitted on the residential structure by the U.S. Postal Service;
 - (3) Recreation and children's playground equipment, not permanently affixed to the ground; and
 - (4) Garden ornaments, not permanently affixed to the ground.
- (c) Prohibited. The following are specifically prohibited in the front setback of any lot or parcel of land:

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- (1) Portable or temporary structures having structural framing members which do not meet or exceed the applicable wind loads of Chapter 16, Florida Building Code are prohibited from all yards.
 - (2) Clothesline or clothesline poles are prohibited in the front yard.
 - (3) Tents, except as approved for a special event under chapter 42 are prohibited in all yards.
- (d) Any structures permitted in this section to encroach into a minimum yard shall be so permitted notwithstanding any contrary requirement or provision found within chapter 110, article VI, division 4.
- (Code 1983, § 20-503(A); Ord. No. 1155, § 1, 8-11-09; Ord. No. 2022-13 , § 1, 5-11-22)

ORDINANCE 2022-30

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE VI. SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 4. ACCESSORY STRUCTURES, SECTION 110-478. C-4, MARINE COMMERCIAL ZONES, SECTION 110-484. PLACEMENT, TO PROVIDE THAT ACCESSORY STRUCTURES FOR WORKING WATERFRONTS OR MARINA USES ARE PERMITTED WITHIN THE REQUIRED SETBACK, OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, working waterfronts and marina uses have certain structures and equipment required by their function to be immediately proximate to the water's edge; and

WHEREAS, the City of Madeira Beach Board of Commissioners has considered the Planning Commission's recommendations and received input from the public at two public hearings.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of the City of Madeira Beach, Florida that;

Section 1. That Section 110-478. – C-4 Marine Commercial Zones of Chapter 110 – Zoning of the Code of Ordinances of the City of Madeira Beach is hereby amended and shall read as follows:

Sec. 110-478. C-4, marine commercial zones.

Accessory structures may not be located in front yards in C-4, marine commercial zones. Accessory structures in C-4, marine commercial zones must provide the same side and rear setbacks as are required for the principal structure. Accessory structures for working waterfronts or marina uses, which are required by their function to be immediately proximate to the water's edge, are permitted within the required setback.

Section 2. That Section 110-484. - Placement of Chapter 110 – Zoning of the Code of Ordinances of the City of Madeira Beach is hereby amended and shall read as follows:

Sec. 110-484. Placement.

An accessory type structure may not be placed forward of the front entrance of the principal structure. In no case shall an accessory type structure be placed closer to any lot line adjacent to a street than provided for the principal structure nor closer than 18 feet to any seawall on the Gulf of Mexico, unless the structure is required by its function to be immediately proximate to the water's edge and located in the C-4, marine commercial zoning district.

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

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

Section 5. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF
MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2022.**

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

PART II - CODE OF ORDINANCES
 Chapter 110 - ZONING
 ARTICLE VI. - SUPPLEMENTARY DISTRICT REGULATIONS
 DIVISION 4. ACCESSORY STRUCTURES

DIVISION 4. ACCESSORY STRUCTURES

Sec. 110-471. Building permits required.

Building permits are required for the construction or placement of all accessory structures.

(Code 1983, § 20-505(A))

Commented [JR1]: Need definition of enclosed vs open accessory structure.

Sec. 110-472. R-1, single-family residential zones.

Accessory structures may not be located in front yards in R-1, single-family residential zones.

- (1) *Lots not on water.* For lots not on water in R-1, single-family residential zones, accessory structures may be located in side or rear yards but must provide a minimum of 2½-foot setback to allow for vegetation control.
- (2) *Lots on water.* For lots on water in R-1, single-family residential zones, accessory structures may be located in side or rear yards. If the accessory structure is located in a side yard, a minimum of 2½-foot side setback must be provided. If the accessory structure is located in the rear yard, ~~the same rear setback as required for principal structures must be provided.~~ a minimum of a 7-foot side setback and 12-foot rear setback must be provided, so not to interfere with seawall tiebacks, but may be located 8 feet from the waters edge of the seawall with a signed and sealed certification from an engineer, registered in the State of Florida, stating the structure will not affect the integrity or functioning of the seawall or its deadmen.

(Code 1983, § 20-505(B))

Commented [JR2]: Or 2.5 ft if sign off from neighbor similar to the dock requirements.

Commented [JR3]: Similar to the pool requirements.

Sec. 110-473. R-2, low density multifamily residential zones.

Accessory structures may not be located in front yards in R-2, low density multifamily residential zones.

- (1) *Lots not on water.* For lots not on water in R-2, low density multifamily residential zones, accessory structures may be located in side or rear yards but must provide a minimum of 2½-foot setback to allow for vegetation control.
- (2) *Lots on water.* For lots on water in R-2, low density multifamily residential zones, accessory structures may be located in side or rear yards. If the accessory structure is located in a side yard, a minimum of 2½-foot side setback must be provided. If the accessory structure is located in the rear yard, ~~the same rear setback as required for principal structures must be provided.~~ a minimum of a 5-foot side setback and 12-foot rear setback must be provided, so not to interfere with seawall tiebacks, but may be located 8 feet from the waters edge of the seawall with a signed and sealed certification from an engineer, registered in the State of Florida, stating the structure will not affect the integrity or functioning of the seawall or its deadmen.

(Code 1983, § 20-505(C))

Commented [JR4]: Or 2.5 ft if sign off from neighbor similar to the dock requirements.

Commented [JR5]: Similar to the pool requirements.

Sec. 110-474. R-3, medium density multifamily residential zones.

Accessory structures (except carports) may not be located in front yards in R-3, medium density multifamily residential zones.

- (1) *Lots not on water.* For lots not on water in R-3, medium density multifamily residential zones, accessory structures (except carports) may be located in side yard, but must provide a five-foot minimum side setback. If the accessory structure is located in the rear yard, a minimum of two-foot setback must be provided to allow for vegetation control.
- (2) *Lots on water.* Accessory structures (except carports) on lots on water in R-3, medium density multifamily residential zones must provide the same setbacks as are required for the principal structure.
- (3) Carports in the R-3, medium density multifamily residential zones may be located in the front or side yard and must provide a five-foot side yard setback and ten-foot front yard setback.
- (4) The accessory structure must meet the intersection visibility requirement.

(Code 1983, § 20-505(D); Ord. No. 2022-12 , § 1, 5-11-22)

Sec. 110-475. C-1, tourist commercial zones.

Accessory structures may not be located in front yards in C-1, tourist commercial zones.

- (1) *Lots not on water.* For lots not on water in C-1, tourist commercial zones, accessory structures may be located in side yard, but must provide a five-foot minimum side setback. If the accessory structure is located in the rear yard, a minimum of 2½-foot setback must be provided to allow for vegetation control.
- (2) *Lots on water.* Accessory structures on lots on water in C-1, tourist commercial zones must provide the same setbacks as are required for the principal structure.

(Code 1983, § 20-505(E))

Sec. 110-476. C-2, John's Pass marine commercial zone.

Accessory structures may not be located in front yards in the C-2, John's Pass marine commercial zone. Accessory structures in the C-2, John's Pass marine commercial zone must provide the same side and rear setbacks as are required for the principal structure.

(Code 1983, § 20-505(F))

Sec. 110-477. C-3, retail commercial zones.

Enclosed aAccessory structures may not be located in front yards in C-3, retail commercial zones. Enclosed aAccessory structures in C-3, retail commercial zones must provide a **ten foot side and rear setback**. ~~the same side and rear setbacks as are required for the principal structure.~~ Open accessory structures may be located in any yard in C-3, retail commercial zone. Open accessory structures must provide a **xx** foot front, side, and rear setback and must meet the intersection visibility requirements.

(Code 1983, § 20-505(G))

Commented [JR6]: Sec. 110-321: Rear 10 ft or 18 ft on water. Side yard 10 ft or 33% if lot wider than 80 ft.

Commented [JR7]: Need feedback. Shade for outdoor seating in the front yard = more pedestrian friendly.

Commented [JR8]: To do more research.

Sec. 110-478. C-4, marine commercial zones.

Accessory structures may not be located in front yards in C-4, marine commercial zones. Accessory structures in C-4, marine commercial zones must provide a ten foot side, and rear setback, the same side and rear setbacks as are required for the principal structure. Accessory structures for working waterfronts or marina uses, which are required by federal or state regulations to be immediately proximate to the waters edge, are permitted within the required setback.

(Code 1983, § 20-505(H))

Commented [JR9]: Sec. 110-351: Rear yard 18 ft, side yard 10 ft or 33% for widths greater than 80 ft

Sec. 110-479. P/SP, public-semi public zones.

There are no restrictions regarding accessory structures in P/SP, public-semi public zones. Accessory structures in P/SP, public-semi public zones must be consistent with site plan approval.

(Code 1983, § 20-505(I))

Sec. 110-480. Maximum size in R-1, R-2 and R-3 zones.

- (1) For single-family structures, the maximum size for an enclosed accessory structure ~~will be~~ is eight feet wide by ten feet long by ~~eight ten~~ feet high. The maximum size for an open accessory structure is 10-feet wide by 10-feet long by 14-feet high. Single-family structures may only have one enclosed and one open accessory structure.
- (2) For duplex and multifamily structures, ~~there may not be more than two~~ the maximum size for an enclosed accessory structures ~~for a maximum size of six is~~ eight feet wide by eight feet long by eight ten feet high or a single accessory structure eight feet by ten feet by eight feet. The maximum size for an open accessory structure may be ten feet wide by ten feet long by twelve feet high. Duplex and multifamily structures may only have two enclosed and xx open accessory structures.
- (3) For temporary lodging structures, the maximum size for an enclosed accessory structure is eight feet wide by eight feet long by ten feet high. The maximum size for an open accessory structure may be xx feet wide by xx feet long by xx feet high. Temporary lodging structures may only have two enclosed and xx open accessory structures.
- (4) The maximum size of a carport in the R-3, medium density multifamily residential zone for single family structures, is 20 feet wide by 22 feet long by ten feet high. For single family structures, there may not be more than one carport. The limit to the number of carport structure for duplex, ~~and~~ multifamily, ~~and~~ temporary lodging structures will be regulated by parking requirements and the site plan approval process.

(Code 1983, § 20-505(J); Ord. No. 2022-12, § 2, 5-11-22)

Commented [JR10]: More research and feedback

Sec. 110-481. Maximum size in C-1, C-2, C-3 and C-4 zones.

~~As~~ The maximum size for an enclosed accessory structure ~~is not to exceed eight 8~~ feet wide by 12 feet long by ~~eight 10~~ feet high. Properties may be installed ~~and~~ only have one enclosed and two open accessory type structures ~~may be placed on any lot or group of lots under the same ownership.~~

(Code 1983, § 20-505(K))

Commented [JR11]: Need to address Accessory structures for working waterfronts or marina uses, which are required by federal or state regulations to be immediately proximate to the waters edge

Sec. 110-482. Lot coverage.

The area covered by accessory structures shall be included in the allowable lot coverage.

(Code 1983, § 20-505(L))

Sec. 110-483. Tiedowns.

All accessory structures must have tiedowns per the Standard Building Code. This also applies to all accessory type structures in place before the passage of the ordinance from which this section was derived.

(Code 1983, § 20-505(M))

Sec. 110-484. Placement.

An accessory type structure may not be placed forward of the front entrance of the principal structure. In no case shall an accessory type structure be placed closer to any lot line adjacent to a street than provided for the principal structure nor closer than 18 feet to any seawall on the Gulf of Mexico.

(Code 1983, § 20-505(N); Ord. No. 918, § 3, 12-7-99)

Commented [JR12]: Revisit

Sec. 110-485. Prohibited accessory structures.

Manufactured housing, mobile homes, semi-trailers and other motor vehicles shall not be permitted to be used as storage buildings or other such uses.

(Code 1983, § 20-505(O))

Secs. 110-486—110-500. Reserved.