



**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Wednesday, December 13, 2023 at 2:00 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. INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
- 3. ROLL CALL**
- 4. APPROVAL OF THE AGENDA**
- 5. PROCLAMATIONS - Mayor/City Clerk**
- 6. PRESENTATIONS (limited to 10 minutes each)**

A. GFOA Certificate of Achievement for Excellence in Financial Reporting

7. PUBLIC COMMENT

Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record. 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.

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

8. CONSENT AGENDA

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

A. 2023-11-08, Board of Commissioners Regular Meeting Minutes

B. 2023-11-15, Board of Commissioners Regular Workshop Meeting Minutes

9. PUBLIC HEARINGS

A. Ordinance 2023-34, Changing the Candidate Qualifying Period - 2nd Reading & Public Hearing

B. Ordinance 2023-35, Smoking Restrictions on Public Parks and Beaches, Public Hearing and 2nd Reading

C. Ordinance 2023-19 Definitions to be consistent with Forward Pinellas, 2nd Reading and Public Hearing

D. Ordinance 2023-21 Dune Protection and Beach Debris, 1st Reading and Public Hearing

E. Ordinance 2023-22 Future Land Use Element to be consistent with Forward Pinellas, 2nd Reading and Public Hearing

F. Ordinance 2023-26: R-3 Medium Density Multifamily Residential Zoning District to be consistent with the Countywide Plan, 2nd Reading and Public Hearing

G. Ordinance 2023-27: C-1 Tourist Commercial Zoning District to be consistent with the Countywide Plan, 2nd Reading and Public Hearing

H. Ordinance 2023-28: C-2 John's Pass Marine Commercial Zoning District to be consistent with the Countywide Plan, 2nd Reading and Public Hearing

I. Ordinance 2023-29: C-3 Retail Commercial Zoning District to be consistent with the Countywide Plan, 2nd Reading and Public Hearing

J. Ordinance 2023-30: C-4 Marine Commercial Zoning District to be consistent with the Countywide Plan, 2nd Reading and Public Hearing

K. Ordinance 2023-33 Amendment to Capital Improvement Element of the Comprehensive Plan, 1st Reading and Public Hearing

L. Forward Pinellas Alternative Compromise for the John's Pass Village Activity Center Plan

M. 2COP Alcoholic Beverage License Application ABP 2023-06 Barefoot Beach Club (**This item is canceled. The application has been withdrawn.**)

10. UNIFINISHED BUSINESS

11. CONTRACTS/AGREEMENTS

- [A.](#) State Issued Grant For The Cancer Reducing Exhaust Capture System
- [B.](#) Park Street Antique Center Lease for Public Works
- [C.](#) Madeira Beach Youth Baseball and Softball - Contract
- [D.](#) RFP 2023-08 Electrical Repair / Services Contract Approval and Bid Acceptance

12. NEW BUSINESS

- [A.](#) Resolution 2023-13, FY 2024 Budget Amendment #1
- [B.](#) Resolution 2023-14, Cybersecurity Resolution (F.S. 282.3185 Local Government Cybersecurity Act)
- [C.](#) Authorize settlement of Special Magistrate Liens on 13222 3rd Street East

13. STAFF REPORTS

- [A.](#) City Clerk Report - December 2023

14. DISCUSSION ITEMS FOR DECEMBER 13, 2023 BOC REGULAR MEETING

- [A.](#) Campaign Signs - Presentation by City Manager Robin Gomez
- [B.](#) Field Internship Agreement/SPC Emergency Medical Services Program
- [C.](#) RFP# 2023-09 Patriot Park Dock Replacement

15. REPORTS/CORRESPONDENCE

- A. Board of Commissioners**
- B. City Attorney**
- C. City Manager**
- D. City Clerk**

16. 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 fax a written request to 727-399-1131.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

12/6/2023

Jim Rostek
Mayor
City of Madeira Beach, Florida

Dear Jim:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2022 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

12/6/2023

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Madeira Beach** for its annual comprehensive financial report for the fiscal year ended September 30, 2022. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



MINUTES

**BOARD OF COMMISSIONERS
REGULAR MEETING
NOVEMBER 8, 2023
6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on November 8, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: James "Jim" Rostek, Mayor
Ray Kerr, Vice Mayor/Commissioner District 2
David Tagliarini, Commissioner District 1
Eddie McGeehen, Commissioner District 3

MEMBERS ABSENT: Anne-Marie Brooks, Commissioner District 4

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Andrew Laflin, Finance Director/City Treasurer
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Rostek called the meeting to order at 6:00 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

City Clerk Clara VanBlargan called the roll. Commissioner Brooks was absent.

4. APPROVAL OF THE AGENDA

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

ROLL CALL:

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

Mayor Rostek "YES"

The motion carried 4-0.

5. PROCLAMATIONS

There were no proclamations.

6. PRESENTATIONS

There were no presentations.

7. PUBLIC COMMENT

There were no public comments.

8. CONSENT AGENDA

A. Approval of Minutes

- **2023-10-11, BOC Regular Meeting Minutes**
- **2023-10-25, Joint Meeting with the Board of Commissioners and Civil Service Commission Minutes**
- **2023-10-25, BOC Regular Workshop Meeting Minutes**

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

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

9. PUBLIC HEARINGS

A. Ordinance 2023-07, Whistleblower Ordinance – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-07 by title only:

ORDINANCE 2023-07

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, BY CREATING NEW ARTICLES I, GENERAL PROVISIONS; AND II, WHISTLEBLOWER PROVISIONS, OF CHAPTER 50 (PERSONNEL) OF THE CODE OF ORDINANCES TO PROVIDE FOR GENERAL EMPLOYMENT MATTERS INCLUDING A PROCESS FOR INVESTIGATING EMPLOYEE COMPLAINTS AGAINST THE CITY MANAGER AND TO ESTABLISH AN ADMINISTRATIVE PROCEDURE FOR EMPLOYEES AND OTHER PERSONS TO REPORT INSTANCES OF ILLEGALITY, MISMANAGEMENT, MALFEASANCE, WASTE OR FRAUD ON THE PART OF CITY EMPLOYEES, AGENTS OR CONTRACTORS; PROVIDING A PROCEDURE FOR INVESTIGATING SUCH ALLEGATIONS; PROVIDING FOR NON-RETALIATION FOR PERSONS WHO REPORT SUCH INSTANCES; PROVIDING A MANNER FOR ALLEGING RETALIATION TO SEEK REDRESS; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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

There was no discussion by the Board.

Commissioner Tagliarini motioned to adopt Ordinance 2023-07, Whistleblower Ordinance, after Second Reading and Public Hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

B. Ordinance 2023-34, Amendment to City Charter, Section 3.3. A, Nomination of Board of Commissioners, changing the Qualifying Period to the first full week in December instead of the first two full weeks in December – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2023-34 by title only:

ORDINANCE 2023-34

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA PROVIDING FOR BALLOT TITLE, BALLOT QUESTION AND TEXT FOR PROPOSED REFERENDUM QUESTION TO BE PLACED ON MARCH 19, 2024 ELECTION BALLOT; PROVIDING FOR AN AMENDMENT TO THE CHARTER CHANGING THE QUALIFYING

PERIOD TO THE FIRST FULL WEEK IN DECEMBER INSTEAD OF THE FIRST TWO FULL WEEKS IN DECEMBER; PROVIDING FOR THE ELECTION DATE; PROVIDING FOR COORDINATION WITH THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

City Clerk Clara VanBlargan said the qualifying period is the first two full weeks in December. The item was a recommendation to change it to the first full week in December. With it being one week, candidates still have an opportunity to take advantage of the Florida Statute that allows candidates to submit their qualifying papers no sooner than fourteen days in advance of the start of the qualifying period.

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

The City Clerk said she is almost finished with the online packet.

Vice Mayor Kerr received clarification that an application would be made available online that could be submitted well before the qualifying period. It would allow the candidates to collect the signatures well before the qualifying period. Potential candidates would not be limited by limiting the qualifying period to one week. The one week would be when the Clerk could stamp in the qualifying papers.

The City Clerk said Form DS-DE 9, Designation of Campaign Treasurer and Designation of Campaign Depository for Candidates, needs to be filed before circulating petitions for signature. Vice Mayor Kerr said he wanted to make sure that potential candidates understand that the referendum did not apply to the upcoming election. It would go on the ballot for voter approval. If it were approved, it would not limit a candidate’s time to collect signatures. The City Clerk said correct, but she cannot stamp anything in until the qualifying period starts.

Commissioner Tagliarini motioned to approve, after first reading and public hearing, Ordinance 2023-34, Amendment to City Charter, Section 3.3. A. Nomination of Board of Commissioners, changing the Qualifying Period to the first full week in December instead of the first two full weeks in December. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

C. Ordinance 2023-35, Smoking Restrictions on Public Parks and Public Beaches – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-35 by title only:

ORDINANCE 2023-35

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING ARTICLE VI - RESTRICTIONS RELATING TO SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC PARKS OF CHAPTER 58 OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ESTABLISH RESTRICTIONS RELATING TO SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR THE PROHIBITION OF SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC 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.

City Manager Robin Gomez explained the item and responded to questions and comments from the Board.

Mayor Rostek opened to public comment.

Jayden Taylor, a member of SWAT (Students Working Against Tobacco) and the Youth Advocacy Board, thought they should go smoke free and vape free in parks and beaches to keep the environment clean.

Isabelle Nelson, a freshman at Gibbs High School and a member of SWAT, thanked the Board for protecting people and wildlife in parks and beaches.

A student from Hollins High School and a member of SWAT said she wanted to go to college and study environmental science. The cause is very important to her. She thanked the Board for their leadership and for protecting the community.

Bryan Green, a Madeira Beach resident, asked if vaping was part of smoking. The City Manager said yes.

Commissioner Tagliarini thanked the students for becoming involved and thanked them for coming forward.

Vice Mayor Kerr said there has always been an argument about free rights, but as a City, the right has been overridden by the harm it has done in the community. They need to stand with other beach communities and ban smoking and vaping where they can by law. He supported it.

Commissioner McGeehen thanked the students for coming. He was all for cleaning up the beaches and keeping them healthy.

The City Manager thanked Alex Winston, the Prevention Policy Coordinator with the Florida Department of Health, for coming. She provided drafts of signage that will be installed. There would be at least a 90-day advocating and educating period before real enforcement would occur.

Commissioner Tagliarini motioned to approve after first reading and public hearing, Ordinance 2023-35, Smoking Restrictions on Public Parks and Public Beaches. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

D. Special Food Service Establishment (4COP SFS) Alcoholic Beverage License #2023-07, Don the Beachcomber

City Attorney Tom Trask said the item was a quasi-judicial hearing, and he read the procedures. The parties in the case are the applicant, Mark Brown, Tiki Docks, LLC for Don the Beachcomber, located at 15015 Madeira Way, Suite 100, Madeira Beach, and the City. He read Section 2-10 of the Code, the Burden of Proof they must apply. There were no notices of intent to be an affected party received by the City. The order of presentation would be the applicant first and then the City. Since there were no notices of intent, the City would present first.

The City Attorney asked the Commissioners if there had been any ex-parte communications between the applicant and any of the Commissioners, and there were none. He asked the Commissioners if there were any conflicts of interest to be disclosed, and there were none.

The City Attorney swore in the witnesses.

City Staff Presentation

Andrew Morris, Long Rang Planner, read the City staff memo in the agenda packet, which included the five factors for the Board of Commissioners to consider:

Background:

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2023-07 is requesting authorization from the Board of Commissioners for the approval of a special Food Service Establishment (4COP SFS) Alcoholic Beverage License with stated intent to sell beer, wine, and liquor for consumption on premises at Don the Beachcomber located at 15015 Madeira Way, Ste 100, Madeira Beach, Florida, 33708. This

establishment is located in the PD, Planned Development Zoning District. The Madeira Beach Future Land Use designation for this property is Planned Redevelopment-Mixed Use.

Discussion:

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

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

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

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

Properties located within the Madeira Beach Town Center Special Area Plan have a reduced parking requirement that is 50% less than other areas of Madeira Beach. The restaurant is attached to a hotel structure that has a parking garage. The property has sufficient parking for both the hotel and restaurant uses. The traffic generated from this proposed alcoholic beverage request would not create congestion or present a safety hazard.

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

This establishment is not located within three hundred feet of a church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. A restaurant that serves beer, wine, and liquor would be compatible with the existing Zoning designation and Future Land Use designation for the property. The property is adjacent to other similar commercial uses. The proposed alcohol use would be compatible with this location.

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

The requested license is not anticipated to adversely affect public safety. For Special Food Service Establishment (4COP SFS) Alcoholic Beverage Licenses, the state of Florida requires at least 51% of gross food and beverage revenue to come from the sale of food and nonalcoholic beverages. Selling food will be the primary focus of the business, and selling alcohol would be secondary to that. The subject site is along a commercial

corridor that includes other commercial uses that are compatible with an establishment that serves alcoholic beverages.

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

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

Fiscal Impact: N/A

Recommendation(s):

Staff recommended the approval of ABP 2023-07.

Attachments:

- Application
- Public Notice Mailing and Posting

The City Attorney asked Mr. Morris if he wanted to enter pages 78 – 111 of the Agenda Packet into evidence, and he said yes. The City Attorney asked the Board if they had any questions for Mr. Morris.

Vice Mayor Kerr asked if the hours of operation fit the City Code for the location. Mr. Morris said it is a commercial zoned property and not near anything residential. His only thought would be noise related. The time they proposed was fine. Vice Mayor Kerr asked if it could be amended to the state or as per existing zoning ordinance. Vice Mayor Kerr asked what the hours of operation were in that location. The City Attorney said they did not have a required time for a restaurant to close by; it was the issue of controlling noise. There is a provision in the County Code that would allow the applicant to stay open until 3:00 a.m.

Mayor Rostek asked how much of the restaurant activity would be outside. Mr. Morris said there would be outdoor seating on the street side of Madeira Way.

Commissioner Tagliarini asked if the outdoor footprint encroached on any existing setback requirements for the property. Marci Forbes, Community Development Engineer, said no.

Commissioner Tagliarini asked if existing noise ordinances apply to the business. Mr. Morris said yes. Commissioner Tagliarini asked what time the noise ordinance applies. He wanted the applicant to understand existing noise ordinances apply to them like the rest of the City. Mr. Morris said amplified outdoor sound, music, or live entertainment is prohibited between 9:00 p.m. and 7:30 a.m. Sunday through Thursday, and 11:00 p.m. Friday through Saturday.

Commissioner Tagliarini asked if the business was open to hotel guests only. Ms. Forbes said it was open to the public.

Applicant Presentation

Keith Long, Esq., Long Law, P.A., introduced himself and said he was representing Tiki Docks, LLC, who was proposing the location at 15015 Madeira Way, Suite 100. He thanked City staff for helping them with the process. He requested approval from the Board of their request to sell consumption on premises alcoholic beverages in conjunction with a full-service restaurant. The restaurant would be Don the Beachcomber, which is a tiki-based concept.

Attorney Long addressed the five factors the Board needed to consider and believed it would fit nicely in the location. They would abide by the local ordinances and laws. He responded to questions and comments from the Board.

Commissioner Tagliarini said the 9:00 p.m. limitation on weekdays for sound would be important.

Vice Mayor Kerr said he thought it was a great improvement to the area, but if they get any complaints, it would be about noise. Mr. Long said they intend to assemble it well within the neighborhood.

Mayor Rostek asked what the distance was from the set of tables to the water because noise would be an issue. Mr. Morris said it looks like almost two hundred feet from the end of the restaurant to the edge of the sea wall. Attorney Long assured the Board it would not be an issue. The City Attorney said the Board can revoke the application if they fail to meet the requirements of the approval.

Commissioner McGeehen asked if the outside would be dog friendly. Yanis Russell, Director of Construction for the project, said yes.

Commissioner McGeehen asked if they would have a ServSafe program to make sure there would not be underage drinking. Mr. Russell said they use ServSafe as part of the training for employees. They have ongoing certifications that are completed quarterly.

The City Attorney asked if anyone from the public wished to speak.

Bryan Green, a Madeira Beach resident, said he lives very close to the Cambria hotel, and they are great neighbors. He looked forward to the restaurant coming. He appreciated the Board's concern to make sure it was done correctly.

The City Attorney said it was back to the Board for approval by motion.

Vice Mayor Kerr said he looks forward to it, and it is what they want to build. It would fit the location.

Commissioner Tagliarini agreed with Vice Mayor Kerr. His only concern would be the noise, but it sounded like they had it covered.

Commissioner McGeehen agreed with the other Commissioners.

Mayor Rostek thought it would be a great asset.

Vice Mayor Kerr motioned to approve the Special Food Service Establishment (4COP SFS) Alcoholic Beverage License #2023-07, Don the Beachcomber. Commissioner McGeehen seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

10. UNFINISHED BUSINESS

11. CONTRACTS/AGREEMENTS

A. Madeira Beach Market Agreement

The City Manager said it was an agreement between the City of Madeira Beach and Tampa Bay Markets, Inc. to provide the Wednesday Market on Madeira Way. It would begin on Wednesday, December 6th, and continue through just before Memorial Day.

The City Manager said one change to the agreement was that Tampa Bay Markets, Inc. would contribute \$50 per day the day of the market to cover the cost to close and re-open Madeira Way.

Mayor Rostek opened to public comment.

John Connelly, 600 Normandy Road, suggested extending the contract to five years because they would not want them to leave. They do a nice job. Recreation Director Jay Hatch said the contract is for five years, and they have a good relationship with them.

Commissioner Tagliarini motioned to move forward with the proposed Madeira Beach Market Agreement. Commissioner McGeehen seconded the motion. The City Attorney said it would be a motion to approve the existing agreement and asked for a motion to amend to approve the agreement in the agenda packet. Commissioner Tagliarini motioned to approve the Madeira Beach Market Agreement. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

Mayor Rostek "YES"

The motion carried 4-0.

B. Aclarian Consultant Agreement FY 2024

The City Manager said the item was to continue with the process where they have outsourced the Finance Director/City Treasurer, which began in July 2020. An agreement has been approved annually for the services. The agreement for FY 2023 expired on September 30th. He recommended approval of continuing with the agreement for FY 2024. The agreement provided for an increase from \$7,400 to \$7,800 per month.

Finance Director Andrew Laflin made the following points:

- The agreement does not obligate them on a long-term basis, and it can be terminated for convenience, not cause, with a 30-day written notice.
- If they did want to make a change, he encouraged them to speak to the Finance Department members for their input on the current arrangement. They would be the ones most impacted by any decision made.
- The Charter Amendment was not intended to be put out for referendum for public input on whether or not the City should insource or outsource. It was to provide clarifying language to the Charter.

Mr. Laflin said he had a great three years with the City and would like to continue, but he respects any decisions they make.

Vice Mayor Kerr asked the City Manager to speak on how the Finance Department felt. The City Manager said he has not had any issues or concerns, and they work very well with Mr. Laflin as a team. He has been very happy with Mr. Laflin's leadership in the Finance Department.

Vice Mayor Kerr agreed the referendum was a clean-up action for the Charter. It was hard to understand what their responsibility was for the residents and the City, which is why he pushed for a second opinion. The Attorney General declined to comment.

Vice Mayor Kerr said he did not want to fix something that was not broken. He did not see having an employee versus the agreement they have now bringing answers to questions. He agreed with the City Manager's recommendation to continue with the agreement.

Commissioner McGeehen agreed with the City Manager and Vice Mayor. He has not received many emails on the subject, but the ones he did receive were positive. He thought they should go along with it. They could save money with Mr. Laflin and use it towards other programs.

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

Vice Mayor Kerr motioned to approve the Aclarian Consultant Agreement FY 2024. Commissioner McGeehen seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Mayor Rostek	"NO"

The motion carried 3-1.

C. Purchase of Sparkling Bin SB2 Dual Bin Trailer

Public Works Director Megan Wepfer said the item was in the FY 2024 budget in the Capital Improvements Plan. The purpose of the trailer would be to clean the toters in John’s Pass Village, on the beach, and in various parks. They have been getting complaints about the smell of the trash cans. It came in under budget at \$69,995. It is a mobile pressure washer. Down the road, they could look at using it to clean resident’s trash cans for a monthly service. She recommended approving the purchase of the trailer.

Commissioner Tagliarini asked if they take the bins to the trailer. Director Wepfer said they hook the trailer to a truck and pull it to a location. They would pull the toters to the bin cleaner, which picks the toters up and sanitizes the inside, and then they could pressure wash and clean the outside.

Commissioner Tagliarini asked if it could clean the dumpsters. Director Wepfer said it has an option to do dumpsters but only front loaders, which the City does not have. They sanitize the dumpsters every time they are emptied.

Mayor Rostek asked if they created their own problem by changing from the old cans to the new ones. Director Wepfer said no. The Mayor asked how much the liners were for the toters. Director Wepfer said they are very expensive. The Mayor asked if she had the staffing to do it. Director Wepfer said yes, it actually saves staff. Mayor Rostek asked what they do with the contaminated water. Director Wepfer said it goes into the sewer. The Mayor asked where the trailer would be stored. Director Wepfer said it would be stored at the public works yard.

The City Manager said the funding for the purchase would come out of the Parking Fund.

Commissioner McGeehen thought it would be in their best interest to purchase the trailer. He asked if there was a warranty for it. Director Wepfer said there is a one-year warranty, and the company is based in Florida. Commissioner McGeehen asked if they would have to pay a transportation fee. Director Wepfer said no. Commissioner McGeehen asked if the wrapping cost \$1,000. Director Wepfer said she had not negotiated the price for it yet, but the City has a local company they use. Grants are an option to pay for it.

Vice Mayor Kerr said he is not a fan of the trash bins at John’s Pass Village. He thought it would be better if they did not have to lift the lid. If there was no other option and they were keeping the toters, he would support the purchase. Director Wepfer said they cut holes in the lids, so people

did not have to lift the lids, and it was working out well. She explained how the trailer worked and said everything would be contained in the back of the trailer.

Vice Mayor Kerr motioned to approve the purchase of the Sparkling Bin SB2 Dual Bin Trailer. Commissioner McGeehen seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

D. Purchase 2023 Ford F-150 Supercab XL 4X2

Director Wepfer said it was a capital item coming out of the Archibald Fund, which was expanded because they took over the maintenance of all the parks except for City Hall. She has two ground maintenance employees and only one truck in that department.

Mayor Rostek asked if it would be going on the beach and if it needed to be a 4X4. Director Wepfer said no. Most of her fleet is 4X4, and she is ok with a 4X2. The truck would not be available until December.

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

Vice Mayor Kerr said they needed to have good tools to do good work.

Commissioner Tagliarini motioned to approve the purchase of a 2023 Ford F-150 Supercab XL 4X2. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

12. NEW BUSINESS

A. Appointment to Civil Service Commission

The City Clerk said the Civil Service Commission consists of five members, and two vacancies

exist due to expiring terms of members. The vacancies were advertised, and one application received. Judithanne McLauchlan applied for reappointment. She was invited to come to the meeting but was not able to. The Clerk said she will continue to advertise until the second vacancy is filled. If appointed, her term would expire September 30, 2026.

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

Commissioner Tagliarini said he heard good reports from the current Civil Service Commission about Ms. McLauchlan. There would be no reason not to reaffirm her application.

Vice Mayor Kerr said he watches the meeting when he can, and it seemed like a good team. They need to keep a good team together.

Commissioner McGeehen agreed. It would be a good investment for the City.

Vice Mayor Kerr motioned to accept Judithanne McLauchlan’s application for reappointment to the Civil Service Commission. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

B. Resolution 2023-12 FY 2023 Budget Amendment #3

City Attorney Tom Trask read Resolution 2023-12 by title only.

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023 (OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE SANITATION FUND, AND THE PARKING FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

Finance Director Andrew Laffin said Florida Statutes allow municipalities to amend their budget up to sixty days after year-end. It would be the last amendment they could do. It is the clean-up amendment they do at the end of the fiscal year when reviewing the actual expenditures by Fund and Department. Article X, Sections 10.4 and 10.5 of the City’s Charter state that intra-fund transfers and increases to a particular fund are permitted after adoption of the annual operating budget through the adoption of a resolution.

Mr. Laflin said the actual revenues are in line with the budget. Total actual expenditures were far less than budgeted. Budget adjustments were needed in the General Fund, the Parking Fund, and the Sanitation Fund. Approving the Resolution would keep them in compliance with state law and the city charter.

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

Vice Mayor Kerr motioned to adopt Resolution 2023-12, FY 2023 Budget Amendment #3. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 4-0.

13. STAFF REPORTS

There were no staff reports.

14. AGENDA SETTING – November 15, 2023 BOC Regular Workshop Meeting

- A. Madeira Beach Babe Ruth Agreement**
- B. RFP 2023-08 Electrical Repair / Services Contract**
- C. Duke Energy Discussion on Future Undergrounding and Status of Gulf Blvd**
- D. CIP Equipment Purchase – Garbage Truck**
- E. IT RFQ Results – Recommend Firm**
- F. FY 24 Budget Amendment 1**
- G. John’s Pass Village Activity Center Alternative Compromise**
- H. City Economy – December 13th Workshop**
- I. City Manager’s Monthly Report – October 2023**

Items added to the Workshop Agenda:

Vice Mayor Kerr

1. Create a list of “old business” still open and unresolved. An example would be the “No Wake Zone.”
2. On that list would be his second item, what happened to their discussion on residential impact fees?

Mayor Rostek suggested putting it under Unfinished Business.

Commissioner McGeehen

- 1. Update on the timeline for fixing the road between 144th Ave. and 155th Ave.

15. REPORTS/CORRESPONDENCE

- A. Board of Commissioners**
- B. City Attorney**
- C. City Manager**

The City Manager reminded everyone of the 30th Anniversary of the King of the Beach Kingfish Tournament on November 9th through November 11th. There will be fireworks on Friday and Saturday at 9:00 p.m.

D. City Clerk

The City Clerk said she was working on the Qualifying Packet and was almost done with it.

16. ADJOURNMENT

Mayor Rostek adjourned the meeting at 7:45 p.m.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES

BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING NOVEMBER 15, 2023 6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on November 15, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: James “Jim” Rostek, Mayor
Ray Kerr, Vice Mayor/Commissioner District 2
David Tagliarini, Commissioner District 1
Eddie McGeehen, Commissioner District 3

MEMBERS ABSENT: Anne-Marie Brooks, Commissioner District 4

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Andrew Laflin, Finance Director/City Treasurer
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Rostek called the meeting to order at 6:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll. Commissioner Brooks was absent.

3. PUBLIC COMMENT

There were no public comments.

4. DISCUSSION ITEMS

A. Recommend Firm – RFQ 2023-07, Security Focused IT Support and Consulting Firm

City Manager Robin Gomez explained the item. Five companies replied and submitted a proposal. Thirteen firms reviewed it. They are looking for a comprehensive IT firm with a strong focus on the security of all the software systems. He recommended entering into an agreement with Network People, Inc., which has been the City’s provider for the last ten years. He was looking to negotiate for a three or five-year agreement. There is a \$200,000 budget for FY 2024.

Mayor Rostek asked about their location. The City Manager said they are in Clearwater.

Cory Joy, Senior Engineer and Director of Technology, and Hunt Brand, the Chief Operating Officer for Network People, Inc., responded to questions and comments by the Board.

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

The consensus of the Board was to begin the contract negotiations with Network People, Inc. for approval at the BOC Regular Meeting on December 13, 2023. The contract is not to exceed the budget of \$200,000.

B. Forward Pinellas Alternative Compromise for the John's Pass Village Activity Center Plan

Jenny Rowan, Community Development Director, showed a PowerPoint presentation explaining the purpose. Forward Pinellas agreed John's Pass Village should be an Activity Center, but they recommended the Neighborhood Center, a lesser subcategory.

Director Rowan said the Alternative Compromise would need to be voted on at the next regular meeting. If approved, it would go to the county for a vote. If the county approves it, it will come back to the Board for second reading.

Commissioner Tagliarini asked what the Impervious Surface Ratio (ISR) is for residential areas. Director Rowan said they have ISR in the Countywide Plan, the Comprehensive Plan, and zoning. In R-2, the ISR is .70.

Commissioner Tagliarini asked how it would impact the rebuilding of the structures if they went to a lower ISR of .85. Director Rowan said it is something they could consider. They could also increase the landscape in the zoning. Commissioner Tagliarini was interested in discussing lowering the ISR in John's Pass Village to .85. Director Rowan said they could look at it when they do the zoning.

Commissioner Tagliarini asked if the densification was reduced by including the parking. Director Rowan said it is more the intensity. The only time they can count the parking garage would be when the alternative temporary lodging standard is used. It would mean less intensity.

Commissioner Tagliarini said it is a drastic difference from the original proposal and hoped residents understand what they are talking about. Director Rowan said the numbers were reduced, and they still need to do the zoning.

Commissioner Tagliarini said if they go by construction by-rights, the Neighborhood Center would not drastically impact the densification. Director Rowan said no.

Commissioner McGeehen asked how the county came up with the subcategory of the Neighborhood Center instead of the Community Center. Director Rowan said they were looking at the land size, which was not identified as an existing or planned Activity Center. Andrew Morris,

Long Range Planner, said the county looks for two intersecting corridors, and John's Pass Village only has one secondary corridor. The county's main concern was overdevelopment, but they thought the compromise would meet the needs of allowing some development and protecting what is currently there.

Commissioner McGeehen asked if John's Pass could be rebuilt like it was after a catastrophic event under the Neighborhood Center. Director Rowan said yes.

Vice Mayor Kerr said they discussed the ISR a year and a half ago, and he did not want to discuss it again. Director Rowan said it would come up again when they do the zoning. Each character district would have its own ISR.

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

C. RFP 2023-08 Electrical Repair / Services Contract Approval and Bid Acceptance

Director of Public Works Megan Wepfer said the agreement with USA Voltage expires in December. The RFP was advertised, and the only submittal was USA Voltage. The proposal is the same cost as it was in 2018. It would be \$75 per regular hour and \$90 after. The agreement is for maintenance repairs as needed. They spend an average of \$25,000 to \$30,000 annually for all facilities. The term would be for three years with two optional one-year renewals.

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

The consensus of the Board was to accept the bid.

D. FY 2024 Capital Garbage Truck Purchase or Lease Discussion

Director Wepfer said they budgeted a garbage truck in FY 2024 in Capital Equipment. The trucks go on a six to seven year schedule for replacement. They would be replacing truck number 33, which is in need of repair. The rear seal on the engine blew out, and she did not want to spend \$5,000 to repair it if it was going to be replaced. They were going to purchase a truck with an automatic side loader so sanitation could be run with a two-person crew. She explained two options as follows:

- Purchase a side loader for anywhere between \$369,000 and \$379,000 from one vendor or \$403,000 from another vendor.
- Lease a truck for \$8,500 per month, which includes maintenance costs.

Commissioner Tagliarini asked if there was anything not covered in the lease. Director Wepfer said tires and batteries. Under a lease, they would get a lease truck when the truck would go out for repairs.

Mayor Rostek asked how many trucks were run a day. Director Wepfer said there is one truck on commercial and one on residential, but on Mondays and Fridays, all four trucks would be on the road at one point. The Mayor asked if they thought about contracting out the trash removal like

they do for recycling. Director Wepfer said it was brought up years ago, and it was voted down. The Mayor asked what would be most cost-effective in the long run. Director Wepfer said she did not look at it. The City Manager said they talked about looking at it this year. It would need to be significantly less with the same level of service.

Mayor Rostek said by outsourcing, the workforce issue would not be their problem, and they would not have to rent property to store the trucks. Director Wepfer said they would still need to rent the property for the mechanic unless they build a building.

Commissioner Tagliarini said he was intrigued by the outsourcing and what it would cost. He asked what the downfalls were of leasing. Director Wepfer said it would not be their asset and it would be more expensive.

Mayor Rostek asked about the maintenance program for the trucks. Director Wepfer said the trucks are serviced more than what they should be. The Mayor said he would like to see what it would cost to contract the entire sanitation service.

Commissioner McGeehen said outsourcing has a lot of benefits. The bottom line would make the decision much easier.

Vice Mayor Kerr asked Andrew Laflin, Finance Director if he could do a Return on Investment (ROI) to show the cost difference between leasing, purchasing, and maintaining the truck for five to six years. Mr. Laflin said he would get with Director Wepfer. Vice Mayor Kerr said they should inquire about the cost of outsourcing the sanitation service.

Vice Mayor Kerr shared some personal experiences with the recycling service and what the side hopper does to a can. Director Wepfer said the intent is to stay with a two-person crew, but with staffing shortages, a one-person crew can handle the side loader. Adjustments could be made to the arms so they do not crush the can. The City Manager said if they outsource, that company would likely have side-loading trucks. Vice Mayor Kerr said he wanted to prevent getting to that level of service. The City Manager said they could add that they are not interested in the side loader in the RFP, but it would likely be more expensive.

Commissioner Tagliarini said he was in favor of leasing for now.

Mayor Rostek said he is all for the lease but would like an aggressive inquiry for outsourcing.

Commissioner McGeehen said he was leaning towards owning the side loader with a two-person crew. If they outsource, they might lose the consistency they have now.

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

The consensus of the Board was to have staff get numbers on outsourcing.

E. 144th and 145th Avenues Road Project

Director Wepfer reviewed the item and responded to questions and comments from the Board. The area is called Area 3A, and it is scheduled to start engineering in 2025, with possible construction in 2026. Engineering has taken two years instead of one, and construction is about the same. She has been working with Pinellas County on the utilities.

Vice Mayor Kerr asked if there was any engineering regarding the elevation of the roads. Director Wepfer said she met with the Director of Community Development, the Community Development Engineer, and the Engineer in charge of the watershed management plan regarding any new road projects. They cannot elevate the roads without the homes being elevated. Vice Mayor Kerr said he would like a discussion with the engineer because he thought it was wrong to use the streets as a passage for the stormwater. Director Wepfer said they were working on setting it up.

F. Madeira Beach Youth Baseball and Softball - Contract

Recreation Director Jay Hatch explained the item and responded to questions and comments from the Board.

The consensus of the Board was to bring it back to the next regular meeting for approval.

G. Park Street Antique Center Lease for Public Works

Director Wepfer said the building has been leased since June 25, 2013. There are approximately 6,000 square feet of indoor and outdoor storage where the garbage trucks are stored. It is a garage-type facility with a lift, the mechanic's equipment, and office space. She requests extending the lease for one year with three one-year optional renewals. The only change is the additional \$100 per month.

Mayor Rostek said he did not want the City to get in trouble because the contract language states for storage use only. Director Wepfer said it has been the same lease since 2013. She will talk to the landlord to have it changed.

Director Wepfer said they would always need to lease because they do not have the space to store the garbage trucks on the island. The hope is to cut down the lease because they would not need indoor storage.

The consensus of the Board was to bring it back to the next regular meeting for approval.

H. Resolution 2023-13 FY 2024 Budget Amendment #1

Finance Director Andrew Laflin said some amounts encumbered in 2023 needed to be rolled over to 2024. The amendment increases the budget based on the unplanned expenditures in 2024. He responded to questions and comments from the Board.

The consensus of the Board was to bring it back to the next regular meeting for approval.

I. Agenda Item List – Pending Items

The City Manager explained that the spreadsheet is used to track pending items, and he encouraged every department to add the things that need to come before the commission.

J. City Manager’s Report – October 2023

The City Manager reviewed the City Manager’s Report for October 2023.

Mayor Rostek asked for an update on the dog park. The City Manager said contractors began work, changed the water access from the Fire Department to the softball fields, and will resod the park. They are looking to add inexpensive shade and seating to the park. In the spring, they hoped to add a divider to separate small and big dogs.

5. ADJOURNMENT

Mayor Rostek adjourned the meeting at 8:16 p.m.

James “Jim” Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Clara VanBlargan, City Clerk
DATE: November 9, 2023
RE: Ordinance 2023-34, Changing the Candidate Qualifying Period - 2nd Reading & Public Hearing

Background

At the November 8, 2023 BOC Regular Meeting, the Board of Commissioners approved after first reading and public hearing Ordinance 2023-34, changing the qualifying period from the first two weeks in December to the first full week in December. The revised section of the Charter being proposed is:

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.

The relevant Florida Statutes are:

Florida Statute 100.3605 (Conduct of Municipal Elections) provides:

- (1) The Florida Election Code, chapters 97-106, shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance

provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities.

Florida Statute 105.031(6) (Qualification; filing fee; candidates oath; items required to be filed) provides:

“Notwithstanding the qualifying period prescribed in this section, a qualifying office may accept and hold qualifying papers submitted not earlier than 14 days prior to the beginning of the qualifying period, **to be processed and filed during the qualifying period.**”

Florida Statute 166.031 (Charter Amendments) provides:

- (1) The governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality. The governing body of the municipality shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose.
- (2) F.S. 166.031 (2), Upon adoption of an amendment to the charter of a municipality by a majority of the electors voting in a referendum upon such amendment, the governing body of said municipality shall have the amendment incorporated into the charter and shall file the revised charter with the Department of State. All such amendments are effective on the date specified therein or as otherwise provided in the charter.

Other relevant Charter provision:

City Charter, Section 3.3 Nomination of Board of Commissioners, states, (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.

Qualifying papers provided to the City Clerk during the pre-qualifying period (not earlier than 14 days prior to the beginning of the qualifying period) will be processed and filed by the City Clerk, during the qualifying period (F.S. 105.031(6)).

Qualifying Period of Neighboring Cities and Towns

City of Indian Rocks Beach – 6 days
 City of St. Pete Beach – 10 days
 City of Gulfport – 6 days
 Town of North Redington Beach – 11 days
 Town of Redington Shores – 11 days

Town of Redington Beach – 11 days
City of Clearwater – 10 days
City of Treasure Island – 11 days
City of Madeira Beach – 10 days

Fiscal Impact

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

Recommendation

The recommendation is for the Board of Commissioners to adopt after the second reading and public hearing, Ordinance 2023-34, changing the qualifying period to the first full week in December instead of the first two full weeks in December.

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:

- Ordinance 2023-34, Charter Amendment – Amending Section 3.3, Changing the Qualifying Period
- Ordinance 2023-34, Charter Amendment – Section 3.3 – Business Impact Estimate

ORDINANCE 2023-34

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA PROVIDING FOR BALLOT TITLE, BALLOT QUESTION AND TEXT FOR PROPOSED REFERENDUM QUESTION TO BE PLACED ON MARCH 19, 2024 ELECTION BALLOT; PROVIDING FOR AN AMENDMENT TO THE CHARTER CHANGING THE QUALIFYING PERIOD TO THE FIRST FULL WEEK IN DECEMBER INSTEAD OF THE FIRST TWO FULL WEEKS IN DECEMBER; PROVIDING FOR THE ELECTION DATE; PROVIDING FOR COORDINATION WITH THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, the **BOARD OF COMMISSIONERS** has considered and reviewed the proposed Charter amendment, received public comment through at least two (2) public hearings on the proposed referendum ballot question; and

WHEREAS, the **BOARD OF COMMISSIONERS** has determined that it is in the best interest of the residents of the City to allow voters the opportunity to vote at referendum on whether to amend the Charter, through adoption of this Ordinance and the submittal of this Charter amendment to the citizens for voter approval pursuant to §166.031, Florida Statutes; and

WHEREAS, the **BOARD OF COMMISSIONERS** has determined that the adoption of this Ordinance is in the best interest of the residents of the City of Madeira Beach.

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

Section 1. BALLOT QUESTION. The following measure shall be placed on the General Election ballot for March 19, 2024 to be voted upon by the qualified electors of the City of Madeira Beach, Florida and this amendment shall become effective immediately upon approval by a majority of the electors voting on this referendum question:

**City of Madeira Beach
Charter Amendment**

Amend Qualifying Period to the first full week in December.

This charter amendment would amend Section 3.3(A) of the Charter to change the Candidate Qualifying Period to the first full week in December instead of the first two full weeks in December. Should the Charter be amended?

Yes
No

Explanation:

Amended Charter text (underline and ~~striketrough~~):

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.

Section 2. ELECTION DATE. The following measures shall be placed on the election ballot for March 19, 2024 to be voted upon by the qualified electors of the City of Madeira Beach, Florida and this amendment shall become effective for the candidate qualifying period beginning in December 2024 for the March 2025 Municipal Election.

Section 3. COORDINATION WITH PINELLAS COUNTY SUPERVISOR OF ELECTIONS. The City Clerk of the City of Madeira Beach, Florida is hereby authorized to take and to coordinate all actions necessary with the Pinellas County Supervisor of Elections in order to ensure that the proposed Amendment to the Charter set forth herein, is properly placed on the Referendum Ballot to be held at the Election to be held on March 19, 2024 in Madeira Beach, Florida. This Referendum shall be conducted according to the requirements of law governing Referendum Elections in the State of Florida for Municipal Charter Amendments.

Section 4. EFFECTIVE DATE.

(a) This Ballot Question Ordinance **placing the charter amendment as referendum on the ballot** shall become effective immediately upon passage by the Board of Commissioners and shall be placed on the ballot for a vote of the electorate.

(b) The **charter amendment shall only become effective for the candidate qualifying period beginning in December 2024 upon approval by a majority of the electors voting on the ballot question** in the March 19, 2024 election and shall be incorporated into and become a

part of the Charter. If a majority of those voting vote “no” to such Amendment, the Amendment to the Charter shall not be adopted and that Amendment to the Charter and its provisions as proposed in this Ordinance, shall be of no force or effect.

Section 5. REPEAL OF ORDINANCES IN CONFLICT. Any portion of any ordinance in conflict with the Charter, to the extent of such conflict, is hereby repealed and compliance is required with the Charter as may be amended by the voters.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

James “Jim” Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2023-34

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA PROVIDING FOR BALLOT TITLE, BALLOT QUESTION AND TEXT FOR PROPOSED REFERENDUM QUESTION TO BE PLACED ON MARCH 19, 2024 ELECTION BALLOT; PROVIDING FOR AN AMENDMENT TO THE CHARTER CHANGING THE QUALIFYING PERIOD TO THE FIRST FULL WEEK IN DECEMBER INSTEAD OF THE FIRST TWO FULL WEEKS IN DECEMBER; PROVIDING FOR THE ELECTION DATE; PROVIDING FOR COORDINATION WITH THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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

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

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

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

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

Amendment to the Charter changing the qualifying period to the first full week in December instead of the first two full weeks in December.

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

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

None.

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

None.

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



MEMORANDUM

Date: Dec 13, 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.

Enclosed is the smoking restriction ordinance number 2023-35, along with the business impact statement for review/discussion at the 1st reading and 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.

Fiscal Impact

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

Recommendation

Adopt Ordinance 2023-35 on second reading.

ORDINANCE 2023-35

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING ARTICLE VI - RESTRICTIONS RELATING TO SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC PARKS OF CHAPTER 58 OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ESTABLISH RESTRICTIONS RELATING TO SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR THE PROHIBITION OF SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC 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 in or on public beaches and public parks is a danger to health and is a material annoyance, inconvenience, discomfort and health hazard to patrons of those beach and 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 Board of Commissioners of the City of Madeira Beach has determined that it is appropriate to create Code provisions to regulate smoking in or on public beaches and public parks; and

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

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

Section 1. That Article VI (Restrictions relating to smoking in or on public beaches and public parks) of Chapter 58 of the Code of Ordinances of the City of Madeira Beach is hereby created to read as follows:

ARTICLE VI – RESTRICTIONS RELATING TO SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC PARKS

Sec. 58-160. – Purpose and definitions.

The purpose of this Article is to regulate smoking in or on public beaches or public parks. Smoking in or on public beaches or public parks is a danger to health and is a material annoyance, inconvenience, discomfort and health hazard to patrons that use those beaches and parks. This Article 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.

Public Parks – Any area officially designated by the Board of Commissioners as a park and posted as such.

Public Beaches – Any area officially designated by the Board of Commissioners as a beach 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. 58-161. – Prohibition of smoking.

It shall be unlawful for any person to smoke in or on any public beach or public park owned and operated by the City of Madeira Beach.

Sec. 58-162 – Exceptions.

The provisions of this Article shall not apply:

- (a) to the smoking of unfiltered cigars in or on public beaches or public parks parks: or
- (b) to smoking in designated smoking areas in or on public beaches or public parks.

Sec. 58-163. – Posting of no smoking signs.

- (a) The City Manager 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. 58-164. – Penalty.

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

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

Section 4. In the event a court of competent jurisdiction finds any part or provision of 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. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for herein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY
OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.**

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2023-35

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING ARTICLE VI - RESTRICTIONS RELATING TO SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC PARKS OF CHAPTER 58 OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ESTABLISH RESTRICTIONS RELATING TO SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR THE PROHIBITION OF SMOKING IN OR ON PUBLIC BEACHES AND PUBLIC 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.

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

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

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

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

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

Amendment to the Code of Ordinances to provide for restrictions relating to smoking in or on public beaches and public parks.

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

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

None.

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

None.

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



Memorandum

Meeting Details: December 13, 2023, BOC Regular Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-19 Definitions to be consistent with Forward Pinellas, 2nd Reading and Public Hearing

Background: The Madeira Beach Comprehensive Plan and the Madeira Beach Code of Ordinances are inconsistent with the Forward Pinellas Countywide Plan. The city must remedy this inconsistency.

Discussion: The city is required to be consistent with the Forward Pinellas Countywide Plan. To be consistent with the Countywide Plan, the city must make amendments to the Comprehensive Plan and Code of Ordinances. The upcoming amendments will include clarification of the alternative temporary lodging use standards, clarification of intensity and density standards without using the alternative temporary lodging use standards, update allowed uses terminology to conform with the Countywide Plan definitions and clarify the measurement of intensity and density to be consistent with the Forward Pinellas Countywide Plan.

Ordinance 2023-19 amends Section 82-2 of the Code of Ordinances to include and amend definitions to be consistent with the Countywide Plan. While amending the Comprehensive Plan and Code of Ordinances Forward Pinellas required the city to include uses as defined in the Countywide Plan. The majority of the additional definitions are based on allowed uses in the Countywide Plan, while the amendments are to reflect what is within the Countywide Plan to assure consistency.

The Local Planning Authority, Planning Commission, recommended approval of Ordinance 2023-22 on September 11, 2023.

Recommendation(s): Planning Commission and staff recommends approval of Ordinance 2023-19.

Attachments:

- Ordinance 2023-19 Definitions to be consistent with Forward Pinellas
- Forward Pinellas Response

ORDINANCE 2023-19

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 82-2 (DEFINITIONS) OF CHAPTER 82 (GENERAL PROVISIONS) OF THE CITY'S LAND DEVELOPMENT CODE TO ADD DEFINITIONS FOR COMMERCIAL/BUSINESS SERVICE USE, COMMERCIAL RECREATION USE, INSTITUTIONAL USES, MIXED USE, NET LAND AREA, NONRESIDENTIAL USE, OFFICE USE, PERSONAL SERVICE/OFFICE SUPPORT USE, PUBLIC EDUCATIONAL FACILITY, RECREATION/OPEN SPACE USES, RESIDENTIAL EQUIVALENT USE, RESIDENTIAL USE, RETAIL COMMERCIAL USE, STORAGE/WAREHOUSE/DISTRIBUTION – LIGHT, TRANSPORTATION/UTILITY USES, VACATION RENTAL USE AND WORKING WATERFRONT; TO REVISE THE DEFINITION OF MULTIFAMILY UNDER THE DEFINITION OF DWELLING UNIT; TO REVISE THE DEFINITIONS OF FLOODWAY, FLOOR AREA RATIO (FAR) AND IMPERVIOUS SURFACE RATIO (ISR); PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current provisions of Section 82-2 of Chapter 82 of the Land Development Code of the City of Madeira Beach and recommends adding the definitions of Commercial/Business Service Use, Commercial Recreation Use, Institutional Uses, Mixed Use, Net Land Area, Nonresidential Use, Office Use, Personal Service/Office Support Use, Public Educational Facility, Recreation/Open Space Uses, Residential Equivalent Use, Residential Use, Retail Commercial Use, Storage/Warehouse/Distribution – Light, Transportation/Utility Uses, Vacation Rental Use and Working Waterfront; and

WHEREAS, City Staff has reviewed the current provisions of Section 82-2 of Chapter 82 of the Land Development Code of the City of Madeira Beach and recommends amending the definition of Multifamily under the definition of Dwelling and amending the definitions of Floodway, Floor Area Ratio (FAR) and Impervious Surface Ratio (ISR); and

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

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

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

Section 1. The following definitions are hereby added to Section 82-2 of the Land Development Code of the City of Madeira Beach and shall read as follows:

Commercial/Business Service Use means an occupation or service involving the sale, storage, repair, service or rental of motor vehicles, water craft, residential machinery or equipment, examples of which include automobile, boat, and household or yard equipment sales, service or repair, and like uses; the production, assembly or dismantling of which shall be clearly secondary and incidental to the primary use characteristics of the Commercial/Business Service Use. The sale, storage or rental of heavy equipment is prohibited.

Commercial Recreation Use means a private or quasi-public recreation facility designed for participant or spectator activities for a charge, including but not limited to marina, miniature golf, sports stadium, performance venues, and indoor recreation/entertainment uses such as billiard halls, bowling alleys, movie theatres, and video game arcades.

Institutional Uses means those facilities and services of a public, private, or quasi-public nature, including educational, medical, governmental, civic, and religious uses, such as schools, hospitals, courthouses, community centers, and churches.

Mixed Use means a combination of uses on a single lot.

Net Land Area means the total land area within the property boundaries of the subject parcel exclusive of any submerged land or public road right-of-way. This area is for the purpose of computing density/intensity.

Nonresidential Use means those uses as provided for under the respective categories, other than residential or residential equivalent use.

Office Use means an occupation or service providing primarily an administrative, professional or clerical service and not involving the sale of merchandise; examples of which include medical, legal, real estate, design, and financial services, and like uses.

No "Office Use" shall include any Personal Service/Office Support Use, Retail Commercial Use, or Commercial/Business Service Use.

Personal Service/Office Support Use means an occupation or service attending primarily to one's personal care or apparel; examples of which include hair and beauty care, clothing repair or alteration, dry cleaning/laundry service (collection and distribution only), and like personal service uses; animal grooming; and office equipment or supplies, and like office support uses. Any assembly, sale of merchandise or conveyance of a product in support of a personal service or office support use shall be clearly secondary and incidental to the primary use characteristics of the Personal Service/Office Support Use.

Public Educational Facility means elementary schools, special education facilities, alternative education facilities, middle schools, high schools, and area vocational-technical schools of the Pinellas County School District.

Recreation/Open Space Uses means uses providing recreation facilities, sporting facilities, and open space, such as a park, public recreation facility, public beach/water access, and public or private golf course/clubhouse.

Residential Equivalent Use means a residential-like accommodation other than a dwelling unit, including bed and breakfast, group home, congregate care, nursing home and comparable assisted living facilities. No such use shall be required or eligible to employ the residential equivalent standards for density/intensity for any household that qualifies as a dwelling unit. This use shall not include any type of use authorized by Chapter 419, Florida Statutes, Community Residential Homes, which is entitled to be treated as a dwelling unit.

Residential Use means a dwelling unit including single-family, multifamily, and mobile home dwelling unit. This use shall include any type of use authorized by Chapter 419, Florida Statutes, Community Residential Homes, which is entitled to be treated as a residential dwelling unit.

Retail Commercial Use means an occupation or service providing primarily for the sale of consumer goods, products, merchandise or services from within an enclosed building; examples of which include grocery, pharmacy, apparel, jewelry, electronics, sporting goods, specialty shops, building supplies, convenience goods, restaurant, indoor recreation/entertainment uses (such as billiard halls, bowling alleys, movie theaters, and video game parlors) and like uses. Any exterior storage or facilities in connection with such use shall be clearly secondary and incidental to the primary use characteristics of the Retail Commercial Use.

Storage/Warehouse/Distribution - Light means a use devoted primarily to the storage or distribution of goods, materials or equipment. Such use shall be located within an enclosed building and any exterior storage or distribution area shall be incidental to and not exceed twenty (20) percent of the area of the building to which it is accessory.

Transportation/Utility Uses means uses including transportation facilities and utilities infrastructure, such as an airport, seaport, marina, electric power generation plant, electric power substation, and telephone switching station.

Vacation Rental Use means a residential dwelling unit used as a temporary lodging use, as defined by Section 509.242(1)(c), Florida Statutes.

Working Waterfront means a property that provides access for water-dependent commercial activities, or provides public access to the water. Working waterfronts require direct access to or a location on, over, or adjacent to a body of water. The term includes water-dependent facilities that are open to the public and offer public access by vessels to a body of water or that are support facilities for recreational, commercial, research, or governmental vessels. These facilities include docks, wharfs, lifts, wet and dry marinas, boat ramps, boat hauling and repair facilities, commercial fishing facilities, boat construction facilities, and other support structures over water.

Section 2. The following definition, under the definition of Dwelling Unit, in Section 82-2 of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

Multifamily means three or more dwelling units contained in one structure on a single lot or parcel and attached by common ~~vertical~~-walls.

Section 3. The following definitions in Section 82-2 of the Land Development Code of the City of Madeira Beach are hereby amended to read as follows:

Floodway means the channel of a river or other watercourse and the adjacent land ~~ares~~ areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one-tenth of a foot.

Floor area ratio (FAR) means a ratio of square footage of gross floor area divided by the square footage of net land area. The square footage of net land area for purposes of determining the FAR shall not include public road rights-of-way and shall not include submerged land.

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

Section 4. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 5. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 6. 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 7. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Sections 1 through 3 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 8. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

James “Jim” Rostek, 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: _____



July 5, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed amendments to Comprehensive Plan and Land Development Regulations

Dear Andrew:

Thank you for forwarding the above-referenced amendments for a review for consistency with the Countywide Rules. We appreciate the effort that City staff has taken to bring your regulations into consistency with the Rules, and your continued coordination with us. We have reviewed the proposed amendments and found only a few minor consistency issues that remain to be addressed. We are also recommending a few other edits for internal consistency and clarity. Our findings are as follows:

FLU category matrix

- For internal consistency, under the Preservation category, Water Supply needs to be added as a permitted use since there is an associated intensity standard.
- The second footnote, relating to Alternative Temporary Lodging Standards in the Resort Facilities High category, needs to indicate that the required development agreement must follow all required standards in the Countywide Rules, similar to the first footnote for other categories.

LDR Chapter 82 – Definitions

- Newly added definitions for various land uses are consistent with the Countywide Rules.
- While the formulas applied to density, floor area ratio, and impervious surface ratio are substantively consistent with the Rules, the City uses the term “gross land area” where the Rules use “net land area.” Recommend amending the terminology to match the Rules.

LDR Chapter 110 – Zoning

- In the R-3 Medium Density Multifamily Residential zoning district, Institutional is not listed as a permitted use, but an acreage limitation for that use is included under “Special requirements.” It should either be added as a permitted use or the acreage limitation should be deleted.

- Conversely, under the C-1 Tourist Commercial district, Institutional is listed as a special exception use, but there is no acreage limitation. A five-acre maximum needs to be added for consistency with the Retail & Services category of the Countywide Plan Map.
- The zoning districts list certain separate land uses, such as personal service and office support, that are combined into a single definition, such as Personal Service/Office Support. For internal consistency, suggest that use of the terms be made uniform.
- Maximum density/intensity standards for each zoning district are listed under the “Minimum building site area requirements” section. For clarity, recommend moving them to the “Maximum lot coverage” section or another appropriate heading.

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

If you have any questions, please feel free to call me at 727-464-8220 or email me at lfisher@forwardpinellas.org.

Sincerely,



Linda Fisher, AICP
Principal Planner

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2023-19 Definitions to be consistent with the Countywide Plan

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

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

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

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

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

Ordinance 2023-19 amends Section 82-2 of the Code of Ordinances to include and amend definitions to be consistent with the Countywide Plan. While amending the Comprehensive Plan and Code of Ordinances Forward Pinellas required the city to include uses as defined in the Countywide Plan. The majority of the additional definitions are based on allowed uses in the Countywide Plan, while the amendments are to reflect what is within the Countywide Plan to assure consistency.

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

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

No foreseen direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

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

This ordinance assures that the City of Madeira Beach uses the same definitions as the Countywide Plan.



Memorandum

Meeting Details: December 13, 2023, Board of Commissioners Regular Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-21 Dune Protection and Beach Debris, 1st Reading and Public Hearing

Background: The Madeira Beach Code of Ordinances Chapter 42, Article III, Beach Debris does not allow enforcement of camping, removal, or disturbance of the dune systems, and does not address commercial property on the beach.

Discussion: The Pinellas County Sheriff Office deputies discussed with staff that there is no provision in the Code that allows them to enforce the disturbance of the dune systems, camping near the dunes, or commercial property on the beach. There have been false crawls and disturbances to nesting sea turtles due to commercial property not being put up during the night. The deputies have discussed this with code enforcement in St Pete Beach and recommend adopting similar language from the St Pete Beach Land Development Code into the Madeira Beach Code of Ordinances.

Fiscal Impact: N/A.

Recommendation(s): Staff recommends amending the Madeira Beach Code of Ordinances to include similar language to St Pete Beach's Land Development Code to better equip the deputies to protect the important dune system and marine wildlife.

Attachments:

- Ordinance 2023-21 Dune Protection and Beach Debris
- St Pete Beach Land Development Code Sec. 25-5 Prohibitions
- FWC Marine Turtle Obstructed Nesting Attempt Report

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE III (BEACH DEBRIS) OF CHAPTER 42 (OFFENSES AND MISCELLANEOUS PROVISIONS) OF THE MADEIRA BEACH CODE OF ORDINANCES TO AMEND THE PURPOSE TO INCLUDE COMMERCIAL PROPERTY; INCLUDE COMMERCIAL PROPERTY IN THE DEFINITIONS; ADD COMMERCIAL PROPERTY AND PROVISION RELATING TO BLOCKING PATHWAYS TO OBSTRUCTIONS ON THE BEACH PROVISION; REQUIRE PROPERTY TO BE STORED INSIDE DURING A NAMED STORM EVENT; INCLUDE COMMERCIAL PROPERTY IN LEAVE NO TRACE INFORMATIONAL SIGNS IN RENTAL UNITS; ADD PROHIBITION REGARDING CROSSING DUNES AND THE REMOVAL OF VEGETATION ON DUNES; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff and Pinellas County Sheriffs Office Deputies from the Community Policing Unit have reviewed the current provisions of Article III (Beach Debris) of Chapter 42 (Offenses and Miscellaneous Provisions) of the Madeira Beach Code of Ordinances and have recommended changes to the same; and

WHEREAS, the recommended changes were presented to and reviewed by the Planning Commission at a public hearing; and

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

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

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

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

Section 1. That Article III (Beach Debris) of Chapter 42 (Offenses and Miscellaneous Provisions) of the Land Development Code of the City of Madeira Beach, Florida, is hereby amended to read as follows:

ARTICLE III. BEACH DEBRIS

Sec. 42-30. Purpose.

The purpose of this article is to ensure the public beach and beach access areas of the city remain free from obstruction of any item of personal **or commercial** property in order to protect public ingress, egress and use, to promote public safety, protect citizens and visitors of city beaches, maintain a safe, welcoming and healthy beach and recreation environment, preserve the natural resource that are the city's public beaches and to protect endangered sea turtles.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-31. Definitions.

Public beach means all beaches within the city. The public beaches are limited to and means that area of unconsolidated material within the city that extends landward from the mean low-water line of the United States Gulf of Mexico to the frontal dune, or where there is no frontal dune to the line of permanent vegetation or construction, whichever is more seaward.

Public beach access areas means those public beach access points within the city, including boardwalks, walkways and dedicated parking areas and the areas on the public beach beginning at the entrance of the beach access point perpendicular with the applicable road right of way to the water's edge.

Camping means the construction or erection of a shelter or similar structure for the purpose of sleeping; or lying upon the beach on a bedroll, blanket or other protective garb for the purpose of sleeping.

Dune means a mound, bluff or ridge of loose sediment, usually sand-sized sediment, lying upland of the beach and deposited by any natural or artificial mechanism, which may be bare or covered by vegetation and is subject to fluctuations in configuration and location. In the absence of a discernable dune, the seaward boundary of a dune will be deemed to be the line of native vegetation.

*Personal **or commercial** property* means all types of personal **or commercial** property used for swimming, sunbathing or beach recreation, including but not limited to tents (including tent frames), canopies, cabanas, umbrellas and other shading devices, beach chairs, hammocks, picnic tables and other furniture, volleyball nets, coolers, clothing, toys, towels, fishing poles or equipment, kayaks, canoes, catamarans, floats, sailboats, surfboards, kites, jet skis, sailboats, water cycles and other watercraft.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-32. Obstructions on the beach.

- (a) It shall be unlawful for any person to leave an item of personal or commercial property unattended on the public beaches or within the public beach access areas between the one hour after sunset and sunrise of the following day, except as otherwise permitted by section 42-33.
- (b) Any item of personal or commercial property left on the public beach or within the public beach access area in violation of this article shall be deemed discarded by the owner and shall become the property of the city.
- (c) In the confiscation of any item under this section, the city's designated agency or officer is hereby authorized and directed to forthwith dispose of the property in accordance with directions of the city manager.
- (d) Unattended or abandoned items of personal or commercial property, and unattended unfilled holes in the public beach are in violation of this article and shall be deemed a public nuisance.
- (e) It shall be unlawful to block or cause to be blocked, by any means whatsoever, any pathway leading to or from a public beach.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-33. Exceptions.

From one hour after sunset and sunrise of the following day, items of personal or commercial property that are relocated as close to (but not on) the dune or native vegetation, or where there are no dunes or native vegetation as close as practicable to an existing permanent structure or the line of buildings, will not be considered discarded by the owner, abandoned or in violation of this article, provided:

- (a) Such items shall not be placed on the dune or on native vegetation; and
- (b) Such items shall be stored in a neat and orderly manner; and
- (c) Such items shall not inhibit access to the public beach from the nearest public access area, nor obstruct access on the public beach, nor impact native vegetation, nor significantly affect sea turtles; and
- (d) Private property owners may store items under or adjacent to their private dune walkovers or boardwalks; and
- (e) Items shall not be placed on any public beach access point or within 20 feet of any trash receptacle; and
- (f) Items shall be stored inside a building during a named storm event such as a tropical storm or hurricane.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-34. Digging holes on the beach.

It shall be required that all holes dug on the beach are to be attended at all times and shall be completely filled and restored to their original level condition prior to leaving the beach the same day it is created.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-35. Camping.

It shall be unlawful to camp overnight on public beaches in the city.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-36. Notice.

The city shall provide notice of this article by posting a permanent sign located at the entry of every public beach access point.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-37. Leave no trace informational signs in rental units.

In each rental unit rented by the day or week, or longer period, within the city, there shall be posted or placed in a plainly legible fashion, in a conspicuous place in each rental unit for each occupancy, a sign in form and substance approved by the city manager that explains the "Madeira Beach Leave No Trace Ordinance" prohibiting tents and personal or commercial property on the public beach at night; and other most notable regulations that include:

- (a) Warning beachgoers that any unattended tents or property left on the public beach at night shall be deemed discarded by the owners and become the property of the city and may be removed and disposed of by the appropriate authority.
- (b) All holes on the beach are to be filled in the same day they are created.
- (c) Camping, bonfire and glass regulations.
- (d) Breach of the peace, sound restrictions and disorderly conduct.

(Ord. No. 2016-03, § 1, 4-12-16)

Sec. 42-38. Sand Dune Protection.

- (a) It shall be unlawful for any person or vehicle to cross, pass over or pass through any sand dune except where such crossing is marked for access.
- (b) The removal or disturbance of vegetation of a dune is prohibited and is in violation of this article. Planting of vegetation on the beach or dune must be suitable for beach and dune stabilization as required in Chapter 106 of the Code of Ordinances..

Sec. 42-~~38~~39. Enforcement.

- (a) The city is authorized to enforce this article and may follow the established procedures and schedule of violations and penalties set forth below to be assessed by law enforcement officials and code enforcement officials through its county court.
- (b) Violation of any provision of this article shall be subject to the following penalties:
 - i. First violation: \$100.00 fine.
 - ii. Second violation: \$200.00 fine.
 - iii. Third violation: Fine not to exceed \$500.00 pursuant to F.S. § 162.22.
- (c) Each violation of this article shall constitute a separate offense. In the initial stages and implementation of this article (implementation period not to exceed July 1, 2016), code enforcement officials may provide violators with no more than one written warning.
- (d) The city shall reserve its rights to such civil remedies in law and equity as may be necessary to ensure compliance with the provisions of this article, including but not limited to injunctive relief to enjoin and restrain any person from violating the provisions of this article and to recover such damages as may be incurred by the implementation of specific corrective actions.

(Ord. No. 2016-03, § 1, 4-12-16)

~~Sec. 42-39. Reserved.~~

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

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

Section 4. In the event a court of competent jurisdiction finds any part or provision of 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. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2024.

James "Jim" Rostek, 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: _____

DIVISION 25 COASTAL PROTECTION AND CONSERVATION

Sec. 25.1. Purpose and intent.

This section is intended to provide for the protection and enhancement of the beach and dune system along the Gulf of Mexico by regulating the location of development on or adjacent to these natural resources and, to the fullest possible extent, to achieve a continuous and uninterrupted frontal dune along the entire Gulf of Mexico beachfront.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.2. Matters regulated.

The requirements of this section shall apply to all development of Gulf-front properties unless specifically exempted in section 25.3.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.3. Exemptions.

The following shall be exempt from the provisions of this section:

- (a) Structures or construction extending seaward of the mean high-water line which are regulated by F.S. § 161.041, such as groins, jetties, moles, breakwaters, seawalls, revetments, beach nourishment, inlet dredging, and like kinds of projects;
- (b) Piers, pipelines or outfalls which are regulated pursuant to the provisions of F.S. § 161.053;
- (c) Fencing or other structures approved by the state, county or city used to assist in sand erosion control or control of pedestrian beach use of dunes areas;
- (d) Gulf-front property which has been designated as a "critically eroded beach area" and has come within the jurisdiction of the county or the Florida Department of Environmental Protection; and
- (e) The following activities, provided that any such activity performed by private individuals shall require a permit from the city:
 - (1) The operation of city government vehicles performing an official function;
 - (2) Non-mechanical beach cleaning and debris removal;
 - (3) Landscape maintenance and modification that does not involve dune vegetation or removal of sand or dirt from the beach/dune system;
 - (4) Remodeling of habitable and non-habitable structures that does not involve alteration of the foundation, footprint, or structural envelope; or
 - (5) Replacement of impervious pavement with permeable surfaces such as pavers or crushed shell on a permeable base.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.4. Development controls.

The city, the State of Florida and Pinellas County have adopted construction control lines and other regulations to protect the beaches and dunes of Pinellas County, including those within the City of St. Pete Beach, as follows:

- (a) *St. Pete Beach Bulkhead Line.* There is established a beach bulkhead line, as provided by the official bulkhead line map, such map having been adopted and made part of this section by reference.
- (b) *Florida Coastal Construction Control Line.* The State of Florida has established a Coastal Construction Control Line (CCCL) in accordance with Section 161.053, Florida Statutes, that is administered by the Florida Department of Environmental Protection.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2012-14, § 1(Exh. A), 9-12-12)

Sec. 25.5. Prohibitions.

- (a) Reserved.
- (b) No person, municipality, county or other public or private agency shall develop or cause any development seaward of the CCCL without a permit from the Florida Department of Environmental Protection.
- (c) Further, no person, municipality, county or other public agency shall develop or cause any development or construct any seawall, revetment, or similar structure incidental thereto within the submerged lands of the Boca Ciega Bay and adjacent waters without a permit from any and all governmental agencies having jurisdiction over the submerged land.
- (d) **Except as otherwise provided in this section, the following shall be prohibited:**
 - (1) The removal or disturbance of vegetation of a dune;
 - (2) Planting of vegetation except for native, salt-resistant species suitable for beach and dune stabilization;
 - (3) The crossing, passing over or passing through any dune by any person or vehicle, except in where such crossing is marked for access pursuant to this section; or
 - (4) Blocking or causing to be blocked by any means whatsoever any pathway leading to or from a public beach.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2012-14, § 1(Exh. A), 9-12-12)

Sec. 25.6. Tiki huts.

- (a) The city may permit the location of a tiki hut on the beach in accordance with the following:
 - (1) Tiki huts shall be allowed only in conjunction with the approval of the owner of the property upon which the tiki hut will be located. No tiki hut shall have utility services, shall serve food or drinks, or shall be used for any other service beyond the sales of services for an approved commercial water sports operation.
 - (2) Tiki huts shall be removed from the beach in the event of the issuance of a warning for a storm that, in the opinion of the city, is expected to be of sufficient strength to warrant such removal.
 - (3) Any tiki hut or other similar structure placed or erected on the beach after the adoption of this Code without a permit from the city shall in violation of this Code and all remedies shall be sought in accordance with the provisions of section 3.16 of this Code.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2012-14, § 1(Exh. A), 9-12-12; Ord. No. 2016-15, § 2, 10-25-16)

Sec. 25.7. Dune preservation and enhancement.

In accordance with F.S. Ch. 161, the St. Pete Beach Comprehensive Plan and this Code, dunes along the Gulf of Mexico with the city shall be protected, and such dunes will be enhanced under the provisions herein.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.8. Development requirements.

- (a) Development on any Gulf-front property upon which no dune exists shall require the construction of a dune which shall be designed and constructed in accordance with the requirements of the Florida Department of Environmental Protection prior to the issuance of a certificate of occupancy.
- (b) Applicants for development on any Gulf-front property which has an existing dune and where such proposed development would alter any portion of the dune shall be required to file a plan in accordance with the requirements of the Florida Department of Environmental Protection for dune restoration. The restoration of the dune shall be completed prior to the issuance of a certificate of occupancy.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.9. Permit required.

- (a) *Dunes.* In no instance shall any person, municipality, county or other public or private agency excavate or otherwise cause damage to a dune or conduct or cause to be conducted any activity to improve or enhance a dune without obtaining the necessary permits from the Florida Department of Environmental Protection and the city.
- (b) *Other non-exempt activities.* All other non-exempt activities, including construction, excavation, fill placement, repair of shore protection structures, and other activities seaward of the coastal construction setback line and activities that would alter the topography or disturb the vegetation of the beach/dune system, including vehicular traffic relating thereto, are required to obtain a permit from both the Florida Department of Environmental Protection and the city.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 25.10. Permitting procedures.

- (a) *Development.* Applications for development of Gulf-front properties, including any proposed development activity regulated under this section, shall be required to submit a site plan in accordance with Division 5 of this Code. Prior to the issuance of any development order or other permit, the applicant shall provide copies of all required county and state permits.
- (b) *Other activities.* Applications for non-development activities enumerated in section 25.3 shall be filed with the city manager for administrative approval.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2012-14, § 1(Exh. A), 9-12-12)

Sec. 25.11. Variances.

Variances to this section may be sought under the procedures of section 3.13 of this Code.
(Ord. No. 03-7, § 3, 5-1-03)

FWC MARINE TURTLE OBSTRUCTED NESTING ATTEMPT (ONA) REPORT FORM

If you have any questions please contact FWC at the Tequesta Field Laboratory (561) 575-5407
Fax reports to: (561) 743-6228 or Email reports to: SeaTurtleLighting@MyFWC.com
Send reports to: ONA Reports, FWC, 19100 SE Federal Highway, Tequesta, FL 33469

Turtle Permit #: 013 Date of Incident: 5/13/2023
 Observer's Name: Julie Warburton
 Telephone (include area code): (727) 441-1790 E-mail address: lflynn@cmaquarium.org
 Species: Loggerhead Green Leatherback Other: _____

Crawl resulted in: Nest False Crawl
 Location of nest or false crawl (address, beach name and/or nearest landmark): 13536 Gulf Blvd

GPS Coordinates of nest or false crawl location:
(in the WGS projection in decimal degrees i.e., Lat 26.845412 Long -80.458796):
 Latitude 27.79082 Longitude -82.78986
 City: Madeira Beach County: Pinellas
 Local nest ID#: FC8 Zone nest/false crawl was located in: None

Obstruction(s) encountered: (select all that apply)

<input type="checkbox"/> Beach furniture	<input type="checkbox"/> Dune Crossover	<input type="checkbox"/> Nest Marking Materials	<input type="checkbox"/> Sand Fencing
<input type="checkbox"/> Boat	<input type="checkbox"/> Groins	<input type="checkbox"/> Nourishment Equipment	<input type="checkbox"/> Seawall
<input checked="" type="checkbox"/> Cabana	<input type="checkbox"/> Geotube/Sandbags	<input type="checkbox"/> Revetment	<input type="checkbox"/> Special Events Equipment
<input type="checkbox"/> Escarpment*	<input type="checkbox"/> Marine Debris	<input type="checkbox"/> Rock Outcropping	<input type="checkbox"/> Tent
			<input type="checkbox"/> Umbrella

**Open beach escarpments over 18" tall only*

Other Obstruction (please describe): _____
 Describe Event: Adult Cc emerged from the water and meandered southeast for 35.89m where she encountered a cabana. She then crawled southwest for 2.20m and created a body pit. The turtle then crawled southeast for 11.89m and created another body pit. She then continued to crawl east for 7.08m before turning west and returned to the water.

Julie Warburton
 Signature of Observer

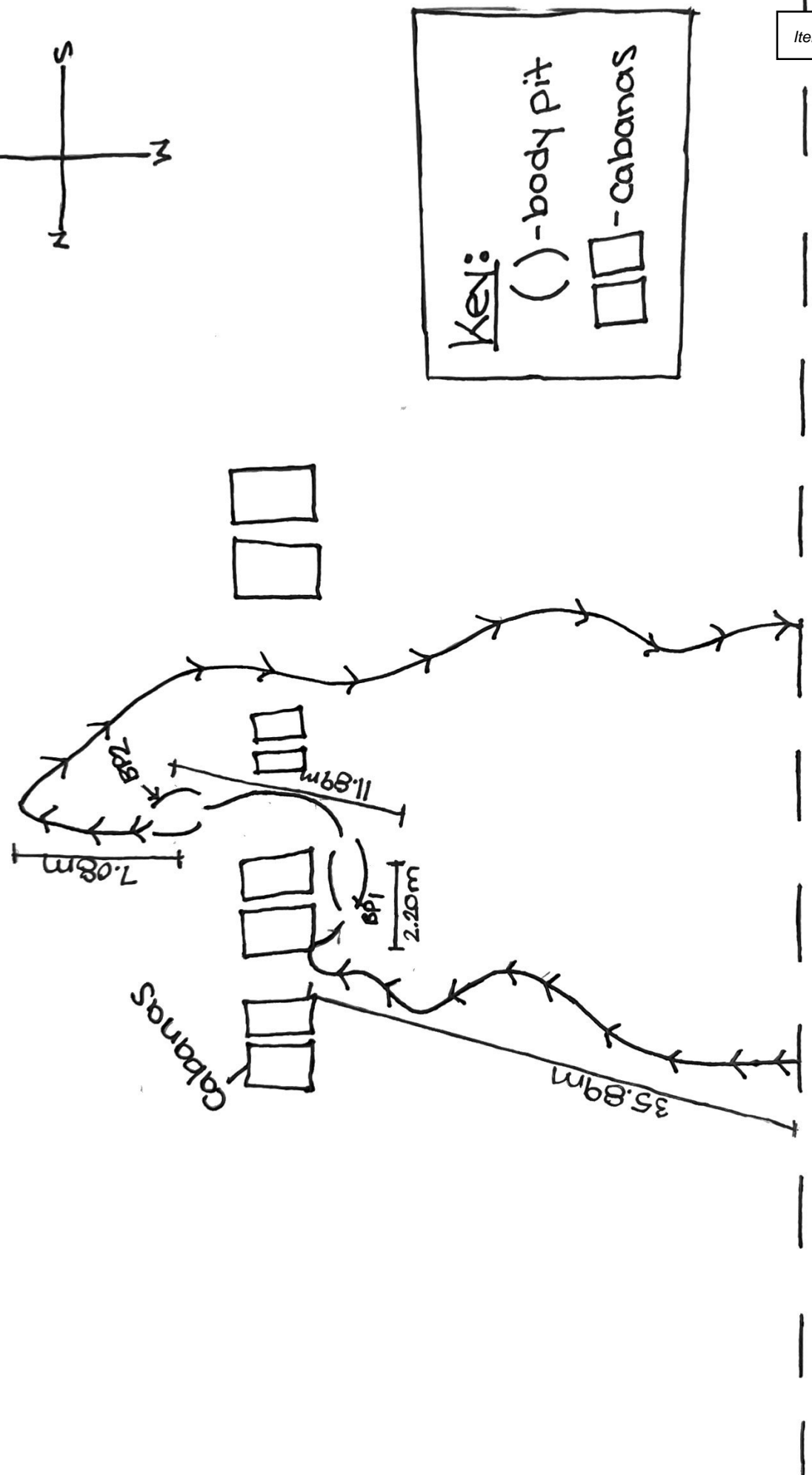
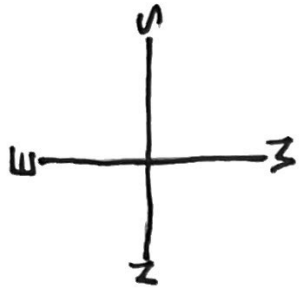
5/13/2023
 Date

Event photograph attached

13536 Gulf Blvd

13500 Gulf Blvd

veg



Key:

() - body pit

□ □ - Cabanas

Item 9D.



Memorandum

Meeting Details: December 13, 2023, BOC Regular Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-22 Future Land Use Element to be consistent with Forward Pinellas, 2nd Reading and Public Hearing

Background: The Madeira Beach Comprehensive Plan and the Madeira Beach Code of Ordinances are inconsistent with the Forward Pinellas Countywide Plan. The city must remedy this inconsistency.

Discussion: The city is required to be consistent with the Forward Pinellas Countywide Plan. To be consistent with the Countywide Plan, the city must make amendments to the Comprehensive Plan and Code of Ordinances. The upcoming amendments will include clarification of the alternative temporary lodging use standards, clarification of intensity and density standards without using the alternative temporary lodging use standards, update allowed uses terminology to conform with the Countywide Plan definitions and clarify the measurement of intensity and density to be consistent with the Forward Pinellas Countywide Plan.

Ordinance 2023-22 amends the Future Land Use Element in the Madeira Beach Comprehensive Plan to include uses consistent to the Countywide Plan, reformats the Future Land Use Element into a matrix as requested by Forward Pinellas, provides the “by right” density for temporary lodging use, and details the process for the Alternative Temporary Lodging Use Standards as required in the Countywide Plan. The Planning Commission recommended approval of Ordinance 2023-22 on September 11, 2023.

Recommendation(s): Planning Commission and staff recommends approval of Ordinance 2023-22.

Attachments:

- Ordinance 2023-22 Future Land Use Element to be consistent with Forward Pinellas
- Forward Pinellas Response
- Statewide Agencies Responses
- Business Impact Estimate

ORDINANCE 2023-22

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING POLICY 4.1.1.1 TO INCORPORATE THE PROVISIONS OF POLICIES 4.1.1.2 AND 4.1.1.3 OF THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO REFORMAT EACH LAND USE CATEGORY INTO A MATRIX, INCLUDE THE COUNTYWIDE PLAN LAND USE CATEGORIES, AND INCLUDE ALLOWED USES CONSISTENT WITH THE COUNTYWIDE PLAN; RENUMBERING POLICY 4.1.1.4 TO POLICY 4.1.1.2; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the Comprehensive Plan of the City of Madeira Beach must be consistent with Forward Pinellas' Countywide Plan; and

WHEREAS, including allowed uses within each Future Land Use is standard and consistent with the Countywide Plan; and

WHEREAS, the density and intensity in the Comprehensive Plan of Madeira Beach may not be more dense or intense than the Countywide Plan; and

WHEREAS, the alternative temporary lodging use standard is only allowed through an approved Development Agreement, as detailed in the Countywide Plan; and

WHEREAS, City staff has recommended changes to the Future Land Use element of the Comprehensive Plan to make it consistent with the Countywide Plan; and

WHEREAS, those recommended changes include reformatting each land use category into a matrix that includes the Countywide Plan land use categories and allowed uses consistent with the Countywide Plan; and

WHEREAS, the recommended changes were presented and reviewed by the Planning Commission at a public meeting; and

WHEREAS, the Planning Commission has recommended approval of the changes to the Future Land Use element proposed by city staff; and

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

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

Section 1. That Policies 4.1.1.2 and 4.1.1.3 of Section 4.0, Future Land Use Element, of the City of Madeira Beach Comprehensive Plan, are hereby deleted and the provisions thereof combined in a chart (including footnotes thereto) to be inserted under Policy 4.1.1.1 which shall read as follows:

Policy 4.1.1.1:

The future land use plan categories identified and defined in this policy govern residential development within the City. These future land use plan categories are consistent with primary and secondary uses and maximum intensity standards listed in the Forward Pinellas Countywide Rules, except as specifically modified herein.

<u>Madeira Beach Future Land Use Category</u>	<u>Permitted Uses</u>	<u>Density/Intensity Standards</u>	<u>Countywide Plan Map Categories</u>
<u>Residential Urban (RU)</u>	<ul style="list-style-type: none"> ▪ <u>Residential</u> ▪ <u>Public Education Facilities</u> ▪ <u>Recreation/ Open Space</u> 	<ul style="list-style-type: none"> ▪ <u>Residential 7.5 UPA</u> ▪ <u>Nonresidential FAR 0.5</u> ▪ <u>ISR 0.65</u> 	<u>Residential Low Medium (RLM)</u>
<u>Residential Medium (RM)</u>	<ul style="list-style-type: none"> ▪ <u>Residential</u> ▪ <u>Public Education Facilities</u> ▪ <u>Institutional****</u> ▪ <u>Vacation Rental</u> 	<ul style="list-style-type: none"> ▪ <u>Residential 15 UPA</u> ▪ <u>Nonresidential FAR 0.5</u> ▪ <u>ISR 0.70</u> 	<u>Residential Medium (RM)</u>

	<ul style="list-style-type: none"> ▪ <u>Recreation/ Open Space</u> 		
<u>Resort Facilities Medium (RFM)</u>	<ul style="list-style-type: none"> ▪ <u>Residential</u> ▪ <u>Temporary Lodging</u> ▪ <u>Vacation Rental</u> ▪ <u>Personal Service/ Office Support</u> ▪ <u>Retail Commercial</u> ▪ <u>Commercial Recreation</u> ▪ <u>Recreation/Open Space</u> 	<ul style="list-style-type: none"> ▪ <u>Residential and Vacation Rental 18 UPA</u> ▪ <u>Temporary Lodging 50 UPA</u> ▪ <u>Other Uses FAR 0.55</u> ▪ <u>ISR 0.85</u> <hr/> <p style="text-align: center;"><i>Alternative Temporary Lodging Use Standard*</i></p> <ul style="list-style-type: none"> ▪ <u>Temporary Lodging 60 UPA</u> ▪ <u>Total FAR 2.0</u> ▪ <u>ISR 0.85</u> 	<u>Resort (R)</u>
<u>Residential/Office e/ Retail (R/O/R)</u>	<ul style="list-style-type: none"> ▪ <u>Office</u> ▪ <u>Personal Service/ Office Support</u> ▪ <u>Retail Commercial</u> ▪ <u>Commercial/ Business Service</u> ▪ <u>Commercial Recreation</u> ▪ <u>Residential</u> ▪ <u>Vacation Rental</u> ▪ <u>Temporary Lodging</u> ▪ <u>Recreation/ Open Space</u> 	<ul style="list-style-type: none"> ▪ <u>Residential and Vacation Rental 18 UPA</u> ▪ <u>Temporary Lodging 40 UPA</u> ▪ <u>Other Uses FAR 0.55</u> ▪ <u>ISR 0.85</u> <hr/> <p style="text-align: center;"><i>Alternative Temporary Lodging Use Standard*</i></p> <ul style="list-style-type: none"> ▪ <u>Temporary Lodging 60 UPA</u> ▪ <u>Total FAR 1.2</u> ▪ <u>ISR 0.85</u> 	<u>Retail & Services (R&S)</u>
<u>Commercial General (CG)</u>	<ul style="list-style-type: none"> ▪ <u>Office</u> ▪ <u>Personal Service/ Office Support</u> ▪ <u>Retail Commercial</u> ▪ <u>Commercial/ Business Service</u> ▪ <u>Commercial Recreation</u> ▪ <u>Residential</u> ▪ <u>Vacation Rental</u> ▪ <u>Temporary Lodging</u> ▪ <u>Recreation/ Open Space</u> ▪ <u>Storage/ Warehouse/ Distribution - Light</u> ▪ <u>Institutional***</u> 	<ul style="list-style-type: none"> ▪ <u>Residential and Vacation Rental 15 UPA</u> ▪ <u>Temporary Lodging 40 UPA</u> ▪ <u>Other Uses FAR 0.55</u> ▪ <u>ISR 0.85</u> <hr/> <p style="text-align: center;"><i>Alternative Temporary Lodging Use Standard*</i></p> <ul style="list-style-type: none"> ▪ <u>Temporary Lodging 60 UPA</u> ▪ <u>Total FAR 1.2</u> ▪ <u>ISR 0.85</u> 	

	<ul style="list-style-type: none"> ▪ <u>Transportation/Utility ***</u> ▪ <u>Ancillary Nonresidential ***</u> 		
<u>Institutional (I)</u>	<ul style="list-style-type: none"> ▪ <u>Institutional</u> ▪ <u>Residential</u> 	<ul style="list-style-type: none"> ▪ <u>Residential 10 UPA</u> ▪ <u>FAR 0.65</u> ▪ <u>ISR 0.70</u> 	<u>Public/Semi-Public (P/SP)</u>
<u>Transportation/Utility (T/U)</u>	<ul style="list-style-type: none"> ▪ <u>Transportation/Utility</u> 	<ul style="list-style-type: none"> ▪ <u>FAR 0.70</u> ▪ <u>ISR 0.70</u> 	
<u>Recreation/Open Space (R/OS)</u>	<ul style="list-style-type: none"> ▪ <u>Recreation/Open Space</u> 	<ul style="list-style-type: none"> ▪ <u>FAR 0.25</u> ▪ <u>ISR 0.60</u> 	<u>Recreation/Open Space (R/OS)</u>
<u>Preservation (P)</u>	<ul style="list-style-type: none"> ▪ <u>Preservation</u> ▪ <u>Water Supply</u> 	<ul style="list-style-type: none"> ▪ <u>Preservation FAR 0.1</u> ▪ <u>Water Supply FAR 0.25</u> ▪ <u>Preservation ISR 0.20</u> ▪ <u>Water Supply ISR 0.50</u> 	<u>Preservation (P)</u>
<u>Planned Redevelopment-Mixed Use (PR-MU)</u>	<ul style="list-style-type: none"> ▪ <u>Residential</u> ▪ <u>Temporary Lodging</u> ▪ <u>Vacation Rental</u> ▪ <u>Retail Commercial</u> ▪ <u>Commercial Recreation</u> ▪ <u>Business Office and Financial Services</u> ▪ <u>Restaurants</u> ▪ <u>Office Use</u> ▪ <u>Personal Service/Office Support Use</u> 	<p><u>See Madeira Beach Town Center Special Area Plan</u></p>	<u>Activity Center (AC)</u>
<u>Resort Facilities High (RFH)**</u>	<ul style="list-style-type: none"> ▪ <u>Temporary Lodging</u> ▪ <u>Restaurant</u> ▪ <u>Retail Commercial</u> ▪ <u>Commercial Recreation</u> ▪ <u>Personal Service/Office Support Use</u> 	<p><u>Less than 1-acre Temporary Lodging</u></p> <ul style="list-style-type: none"> ▪ <u>Temporary Lodging 75 UPA</u> ▪ <u>Total FAR 2.0</u> ▪ <u>ISR 0.95</u> <p><u>Between 1-acre and 3-acres Temporary Lodging</u></p> <ul style="list-style-type: none"> ▪ <u>Temporary Lodging 100 UPA</u> ▪ <u>Total FAR 3.0</u> ▪ <u>ISR 0.95</u> 	

		<p><u>Greater than three acres Temporary Lodging</u></p> <ul style="list-style-type: none"> ▪ <u>Temporary Lodging 125 UPA</u> ▪ <u>Total FAR 4.0</u> ▪ <u>ISR 0.95</u> 	
<u>Activity Center</u>	<ul style="list-style-type: none"> ▪ <u>Residential</u> ▪ <u>Vacation Rental</u> ▪ <u>Temporary Lodging</u> ▪ <u>Retail Commercial</u> ▪ <u>Commercial Recreation</u> ▪ <u>Business Office and financial services</u> ▪ <u>Office Use</u> ▪ <u>Personal Service/ Office Support Use</u> 	<p><u>Requires an approved Special Area Plan that details UPA, FAR, and ISR</u></p>	

*A Development Agreement is required by the City’s land development regulations and Forward Pinellas’ Countywide Rules to use the Alternative Temporary Lodging Use Standard. The Development Agreement must follow all required standards in the Countywide Rules to use the Alternative Temporary Lodging Use Standards. When using Alternative Temporary Lodging Use Standards, the Floor Area Ratio accounts for the entire project as detailed in the Countywide Rules.

**RFH must only be used as an Alternative Temporary Lodging Use Standard in the PR-MU as detailed in the Madeira Beach Town Center Special Area Plan. A rezone to PD and accompanying Development Agreement are required to use the RFH Category. The Development Agreement must follow all required standards in the Countywide Rules to use the Alternative Temporary Lodging Use Standards. When using Alternative Temporary Lodging Use Standards, the Floor Area Ratio accounts for the entire project as detailed in the Countywide Rules.

***Permitted Uses Subject to Acreage Thresholds Uses Subject to Five Acre Maximum – Institutional; Transportation/Utility; Ancillary Nonresidential

****Uses Subject to Five Acre Maximum – Institutional (except Public Educational Facilities which are not subject to this threshold, pursuant to the provisions of Section 6.5.4.2 in the Countywide Rules).

RESIDENTIAL:

Residential Urban (RU), density of 0 to 7.5 residential units per acre, excluding residential

~~equivalent uses and institutional uses.~~

~~Residential Medium (RM), density of 0 to 15.0 residential units per acre, excluding residential equivalent uses and institutional uses.~~

Policy 4.1.1.2:

~~The future land use plan categories identified and defined in this policy govern mixed-use development within the City. These future land use plan categories are consistent with primary and secondary uses and maximum density and intensity standards listed in the Pinellas County Countywide Plan Rules, except as specifically modified herein.~~

MIXED USE:

~~Resort Facilities Medium (RFM), a residential density of 0 to 18 units per acre, and temporary lodging with maximum density and intensity standards in Table 4.0 below. With an approximate distribution of 70 to 100 percent residential uses, 0 to 20 percent nonresidential uses, and 0 to 10 percent "other" uses.~~

~~RFM does not allow residential equivalent uses.~~

~~Temporary Lodging Density and Intensity Standards for the RFM future land use plan category are as follows, subject to specific standards provided in a Development Agreement required by the City's land development regulations.~~

Table 4.0

Land Area	Units per Acre	FAR	ISR
Less than 1 acre	45	1.0	0.85
Between one acre and three acres	60	1.5	0.85
Greater than three acres	75	2.0	0.85

~~Resort Facilities High (RFH), with a residential density 0 to 15 dwelling units per acre and temporary lodging with maximum density and intensity standards as shown in Table 4.1, below, with an approximate percentage distribution of 70 to 100 percent temporary lodging uses, 0 to 20 percent tourist-related commercial uses, and 0 to 10 percent residential uses. RFH does not include residential equivalent uses.~~

~~All applications for the RFH future land use plan category require corresponding rezoning of the subject property to the PD, Planned Development zoning district pursuant to the procedures and requirements of the PD district provided in the City's land development regulations.~~

~~Temporary Lodging density and intensity standards for the RFH future land use plan~~

~~category are as follows, subject to the specific standards provided in a Development Agreement required by the City’s land development regulations.~~

Table 4.1

Land Area	Units per Acre	FAR	ISR
Less than 1 acre	75	2.0	0.95
Between one acre and three acres	100	3.0	0.95
Greater than three acres	125	4.0	0.95

~~Residential/Office/Retail (R/O/R), with a residential density of 0 to 18 units per acre and a temporary lodging density of up to 45 units per acre with a maximum FAR of 1.0 and an ISR of 0.85 and a percentage distribution of 30 to 50 percent residential uses, 30 to 60 percent nonresidential uses, and 0 to 20 percent “other” uses. R/O/R will not include residential equivalent, research/development, and light manufacturing/assembly uses.~~

~~Planned Redevelopment—Mixed Use (PR-MU), The purpose of this category is to depict those areas that are developed with a collection of temporary lodging, residential, office, and commercial uses, along corridors, adjacent to neighborhoods, or within distinct areas that are interrelated and complimentary. This category is intended to facilitate infill development and redevelopment of these areas to create a desirable mix of non-residential and residential uses by promoting aesthetically pleasing, safe environments, and buildings that are compatible with the area’s character, uses, and transportation facilities.~~

~~The uses, development standards, density/intensity standards, and locational characteristics associated with this category must be set forth in a Special Area Plan approved by the Board of Commissioners. The Special Area Plan (and any substantive changes to an approved Special Area Plan) are subject to review by and approval of the Countywide Planning Authority upon recommendation of the Pinellas Planning Council pursuant to the applicable Countywide Plan Rules. Each Special Area Plan establishes the density, intensity, and mix of permitted uses, and must include, at a minimum, information addressing the requirements for Special Area Plans or their equivalent as required by the Countywide Plan Rules.~~

Policy 4.1.1.3:

~~The future land use plan categories identified and defined in this policy govern commercial and other uses within the City. These future land use plan categories are consistent with primary and secondary uses and maximum intensity standards listed in the Pinellas Planning Council Countywide Plan Rules, except as specifically modified herein.~~

COMMERCIAL

~~Commercial General (CG), with a density of 0 to 15 residential units per acre for multifamily dwellings and a temporary lodging density of up to 60 units per acre with a maximum floor area ratio (FAR) of 1.2 and impervious surface ratio (ISR) of 0.9 CG does not allow residential equivalent uses.~~

~~PUBLIC / SEMI-PUBLIC~~

~~Recreation/Open Space, (R/OS), with a maximum FAR of 0.25. R/OS does not allow golf course/clubhouse uses and does not allow the transfer of development entitlements or rights.~~

~~Preservation (P), with a maximum FAR of 0.1. The preservation future land use plan category does not allow the transfer of development entitlements or rights.~~

~~Institutional (I), with a density of 0 to 10 residential units per acre), with a maximum FAR of 0.65 and ISR of 0.7. Institutional uses do not include residential equivalent uses.~~

~~Transportation/Utility (T/U), with a maximum FAR of 0.7 and ISR of 0.7.~~

Section 2. That Policy 4.1.1.4 of Section 4.0, Future Land Use Element, of the City of Madeira Beach Comprehensive Plan, shall hereby be renumbered to Policy 4.1.1.2 as follows:

Policy 4.1.1.42:

Zoning districts that define specific uses and development densities and intensities implementing these future land use plan categories are included within the City of Madeira Beach land development regulations.

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

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

Section 5. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 6. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Sections 1 and 2 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 7. Pursuant to Section 163.3184(3), Florida Statutes, the effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____day of _____, 2023.

James "Jim" Rostek, 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: _____

November 10, 2023

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

Dear Mayor Rostek:

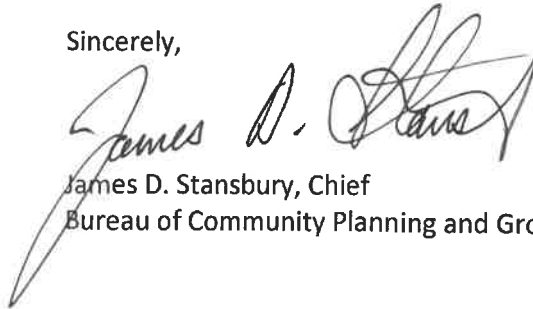
The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of Madeira Beach (Amendment No. 23-04ESR) received on October 12, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Christina Nazaire, Planning Analyst, by telephone at (850)-717-8532 or by email at christina.nazaire@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /cn

Enclosure(s): Procedures for Adoption

cc: Jenny Rowan, CFM, Community Development Director
Sean Sullivan, Executive Director, Tampa Bay Regional Planning Council

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce’s electronic amendment submittal portal “**Comprehensive Plan and Amendment Upload**” (<https://fldco.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Morris, Andrew

From: Jenny Rowan
Sent: Wednesday, November 15, 2023 9:19 AM
To: Morris, Andrew
Subject: Fwd: Madeira Beach 23-04ESR Proposed

Can you please save in the folder?

Jenny Rowan, CFM
Community Development Director
City of Madeira Beach

Begin forwarded message:

From: Plan_Review <Plan.Review@dep.state.fl.us>
Date: November 14, 2023 at 3:50:33 PM EST
To: Jenny Rowan <Jrowan@madeirabeachfl.gov>, DCPexternalagencycomments <dcpexternalagencycomments@deo.myflorida.com>
Cc: Plan_Review <Plan.Review@dep.state.fl.us>
Subject: Madeira Beach 23-04ESR Proposed

To: Jenny Rowan, CFM, Community Development Director

Re: Madeira Beach 23-04ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





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

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



Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, Florida 33612

JARED W. PERDUE P.E.
SECRETARY

October 17, 2023

Ms. Jenny Rowen, CFM
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Re: Madeira Beach Comprehensive Plan Amendment 23-04ESR

Dear Ms. Rowen:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed amendment 23-04ESR as adopted by Ordinance No. 2023-22.

Background: Madeira Beach is a barrier island community located between the Gulf of Mexico and Boca Ciega Bay and between Treasure Island and Redington Beach in south Pinellas County. The city contains 570 acres, and an estimated 2020 population of 3,895. Composed mostly of residential, commercial and recreation/open space land use, two important roads connect in this area: SR 699 (Gulf Boulevard, which travels the length of the city) and SR 666 (150th Avenue/Madeira Beach Causeway, which extends to the mainland).

Proposal: Ordinance 2023-22 is amending the Future Land Use Element in the Madeira Beach Comprehensive Plan to include uses consistent to the Countywide Plan, reformats the Future Land Use Element into a matrix as requested by Forward Pinellas, provides the "by right" density for temporary lodging use, and details the process for the Alternative Temporary Lodging Use Standards as required in the Countywide Plan. Forward Pinellas reviewed the Ordinance for consistency with the Countywide Plan.

Comments: FDOT determined amendment 23-04ESR has no impact on important state transportation resources or facilities within its jurisdiction.

Also, for your information, FDOT has incorporated a hyperlink to provide technical assistance so local governments (e.g., Madeira Beach) can find FDOT projects quickly by selecting a road, city, or county, or by clicking onto a county on the Tampa Bay Service Area Map identified on the header page of the hyperlink. The site also contains current

Ms. Jenny Rowen
Page 2
October 17, 2023

news about detours and lane closures as well as an interactive email sign-up to receive news email alerts. FDOT projects hyperlink follows: <https://www.fdottampabay.com/>

Thank you for coordinating on the review of the proposed amendment with FDOT. If you have any questions, please do not hesitate to contact me at 813-975-6429 or at Daniel.santos@dot.state.fl.us.

Sincerely,



Daniel C. Santos, AICP
D7 Development Compliance Supervisor

cc: Ray Eubanks, Plan Processing Administrator, DEO
Waddah Farah, PDA Administrator, FDOT District 7
Lindsey Mineer, Growth Management Coordinator, FDOT District 7



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Item 9E.

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Ed Armstrong
Chair, Pinellas

Michelle Williamson
Vice Chair, Hillsborough

John Mitten
Secretary, Hernando, Marion

Jack Bispham
Treasurer, Manatee

Kelly S. Rice
Former Chair, Citrus, Lake,
Levy, Sumter

Joel Schleicher
Former Chair, Charlotte,
Sarasota

Ashley Bell Barnett
Polk

John Hall
Polk

James Holton
Pinellas

Dustin Rowland
Pasco

Robert Stern
Hillsborough

Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

October 19, 2023

Ms. Jenny Rowan, CFM
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Subject: **City of Madeira Beach 23-4ESR**

Dear Ms. Rowan:

The Southwest Florida Water Management District (District) has reviewed the proposed amendment. We are not forwarding any comments for consideration.

We appreciate this opportunity to participate in the review process. If you have any questions or require further assistance, please do not hesitate to contact me at (352) 519-1880 or patrick.doty@watermatters.org.

Sincerely,

Patrick Doty, AICP, CFM
Senior Planner

PD
cc: Barbara Powell, FC



July 5, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed amendments to Comprehensive Plan and Land Development Regulations

Dear Andrew:

Thank you for forwarding the above-referenced amendments for a review for consistency with the Countywide Rules. We appreciate the effort that City staff has taken to bring your regulations into consistency with the Rules, and your continued coordination with us. We have reviewed the proposed amendments and found only a few minor consistency issues that remain to be addressed. We are also recommending a few other edits for internal consistency and clarity. Our findings are as follows:

FLU category matrix

- For internal consistency, under the Preservation category, Water Supply needs to be added as a permitted use since there is an associated intensity standard.
- The second footnote, relating to Alternative Temporary Lodging Standards in the Resort Facilities High category, needs to indicate that the required development agreement must follow all required standards in the Countywide Rules, similar to the first footnote for other categories.

LDR Chapter 82 – Definitions

- Newly added definitions for various land uses are consistent with the Countywide Rules.
- While the formulas applied to density, floor area ratio, and impervious surface ratio are substantively consistent with the Rules, the City uses the term “gross land area” where the Rules use “net land area.” Recommend amending the terminology to match the Rules.

LDR Chapter 110 – Zoning

- In the R-3 Medium Density Multifamily Residential zoning district, Institutional is not listed as a permitted use, but an acreage limitation for that use is included under “Special requirements.” It should either be added as a permitted use or the acreage limitation should be deleted.

- Conversely, under the C-1 Tourist Commercial district, Institutional is listed as a special exception use, but there is no acreage limitation. A five-acre maximum needs to be added for consistency with the Retail & Services category of the Countywide Plan Map.
- The zoning districts list certain separate land uses, such as personal service and office support, that are combined into a single definition, such as Personal Service/Office Support. For internal consistency, suggest that use of the terms be made uniform.
- Maximum density/intensity standards for each zoning district are listed under the “Minimum building site area requirements” section. For clarity, recommend moving them to the “Maximum lot coverage” section or another appropriate heading.

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

If you have any questions, please feel free to call me at 727-464-8220 or email me at lfisher@forwardpinellas.org.

Sincerely,



Linda Fisher, AICP
Principal Planner

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2023-22 Future Land Use Element to be consistent with Forward Pinellas

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

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

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

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

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

Ordinance 2023-22 amends the Future Land Use Element in the Madeira Beach Comprehensive Plan to include uses consistent to the Countywide Plan, reformats the Future Land Use Element into a matrix as requested by Forward Pinellas, provides the "by right" density for temporary lodging use, and details the process for the Alternative Temporary Lodging Use Standards as required in the Countywide Plan.

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

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

No foreseen direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

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

This ordinance assures that the Madeira Beach Comprehensive Plan is consistent with the Countywide Plan in intensity, density, allowed uses and terminology.



Memorandum

Meeting Details: December 13, 2023, BOC Regular Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-26: R-3 Medium Density Multifamily Residential Zoning District to be consistent with the Countywide Plan, 2nd Reading and Public Hearing

Background: The Madeira Beach Comprehensive Plan and the Madeira Beach Code of Ordinances are inconsistent with the Forward Pinellas Countywide Plan. The city must remedy this inconsistency.

Discussion: The city is required to be consistent with the Forward Pinellas Countywide Plan. To be consistent with the Countywide Plan, the city must make amendments to the Comprehensive Plan and Code of Ordinances. The upcoming amendments will include clarification of the alternative temporary lodging use standards, clarification of intensity and density standards without using the alternative temporary lodging use standards, update allowed uses terminology to conform with the Countywide Plan definitions and clarify the measurement of intensity and density to be consistent with the Forward Pinellas Countywide Plan.

Ordinance 2023-26 amends the R-3 Medium Density Multifamily Residential Zoning District to include uses consistent to the Countywide Plan, provide the “by right” density for temporary lodging use, detail that stand-alone restaurant or retail commercial use must have frontage on Gulf Blvd, and details the process for the Alternative Temporary Lodging Use Standards as required in the Countywide Plan.

The Planning Commission recommended approval of Ordinance 2023-26 on September 11, 2023.

Recommendation(s): Planning Commission and staff recommends approval of Ordinance 2023-26.

Attachments:

- Ordinance 2023-26: R-3 Medium Density Multifamily Residential Zoning District to be consistent with the Countywide Plan
- Forward Pinellas Response
- Zoning Map
- Business Impact Estimate

ORDINANCE 2023-26

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 (R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE CITY'S LAND DEVELOPMENT CODE TO AMEND THE PURPOSE AND INTENT OF THE R-3 DISTRICT; ADD VACATION RENTAL, TEMPORARY LODGING AND INSTITUTIONAL AS PERMITTED USES; ADD RETAIL COMMERCIAL AND PERSONAL SERVICE USES AS AN ACCESSORY USE; REVISE THE SPECIAL EXCEPTION USES FOR STANDALONE RETAIL COMMERCIAL AND PERSONAL SERVICE USES; ADD RETAIL COMMERCIAL TO BUILDING SITE REQUIREMENTS AND MAXIMUM DENSITY FOR RESIDENTIAL DWELLING, VACATION RENTAL UNITS AND TEMPORARY LODGING UNITS IN SECTION 110-230; ADD SETBACK REQUIREMENTS FOR TEMPORARY LODGING AND RETAIL COMMERCIAL; AMEND MAXIMUM LOT COVERAGE PROVISIONS; AMEND BUFFERING REQUIREMENTS FOR TEMPORARY LODGING; ADD SPECIAL REQUIREMENTS FOR TEMPORARY LODGING, ALTERNATIVE TEMPORARY LODGING USE STANDARDS AND STAND-ALONE RESTAURANTS AND RETAIL COMMERCIAL USES; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current provisions of Division 4 (R-3, Medium Density Multifamily Residential) of Article V (Districts) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach and recommends amending same; and

WHEREAS, the recommended changes were presented to and reviewed by the Planning Commission at a public hearing; and

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

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

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

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

Section 1. That Division 4 (R-3, Medium Density Multifamily Residential) of Article V (Districts) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach, Florida, is hereby amended to read as follows:

DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL

Sec. 110-226. Definition; purpose and intent.

The R-3, medium density multifamily residential district provides for medium density development for ~~both permanent and tourist~~ residential, vacation rental, and temporary lodging facilities at locations where public facilities are adequate to support such intensity. The R-3, medium density multifamily residential district correlates with the resort facilities medium (RFM) future land use category of the City of Madeira Beach Comprehensive Plan, and Resort (R) plan category in the Countywide Plan.

Sec. 110-227. Permitted uses.

The permitted uses in the R-3, medium density multifamily residential district are as follows:

- (1) Single-family.
- (2) Duplex.
- (3) Triplex.
- (4) Multifamily.
- (5) Vacation Rental.
- ~~(5)(6)~~ Tourist dwelling units. Temporary Lodging.
- ~~(6)~~ (7) Restaurants, excluding drive-in restaurants (provided that the provisions of subsection Section 110-236(f) are met).
- ~~(7)~~ (8) Publicly owned or operated parks and recreation areas.
- (9) Institutional.

Sec. 110-228. Accessory uses.

The accessory uses in the R-3, medium density multifamily residential district are as follows:

- (1) Home occupation.
- (2) Private garages and carports.
- (3) Swimming pools or cabanas used as bath houses.
- (4) Residential docks.
- (5) Essential services.
- (6) Wireless communication antennas as regulated by article VI, division 12, subdivisions I, II and IV of this chapter.
- (7) Retail commercial and personal service/office support uses.

Sec. 110-229. Special exception uses.

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the R-3, medium density multifamily residential district:

- (1) Retail commercial and personal service/office support uses as a stand-alone use (provided that the provisions of subsection Section 110-236(f) are met) only ancillary to a permitted use.
- (2) Public service facilities.
- (3) Commercial recreation and entertainment facilities.

Sec. 110-230. ~~Minimum b~~ Building site area requirements.

The minimum building site area requirements in the R-3, medium density multifamily residential district are as follows:

- (1) Lot size:
 - a. Single-family: 4,000 square feet.
 - b. Duplex, triplex: 3,000 square feet per dwelling unit.
 - c. Multifamily: 2,420 square feet per dwelling unit.
 - d. Restaurants and retail commercial: 5,000 square feet.
 - e. Public service facilities: Shall not exceed a maximum area of three acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.
- (2) Lot width:
 - a. Single-family, duplex, triplex: 40 feet.
 - b. Multifamily and hotel temporary lodging: 60 feet.
 - c. Restaurants: 60 feet.
- (3) Lot depth: All permitted uses 80 feet.

(4) The density is a maximum of 18 residential dwelling units, 18 vacation rental units, or 50 temporary lodging units per acre. Alternative Temporary Lodging Use Standards are allowed as detailed in subsection 110-236(e).

Sec. 110-231. Setback requirements.

The following minimum setbacks shall apply in the R-3, medium density multifamily residential district. Vacation rentals are built to residential standards:

- (1) Front yard:
 - a. Single-family, duplex and triplex: 20 feet, measured from right-of-way to structure.
 - b. Multifamily, ~~hotel~~ temporary lodging, and retail commercial restaurants: 25 feet.
- (2) Rear yard: 25 feet, unless otherwise provided in the land development regulations, and then the more restrictive requirement shall apply.
- (3) Waterfront yard: For lots with a waterfront yard on the Gulf of Mexico, the setback shall be landward of to the county coastal construction control line.
- (4) Side yard setbacks:
 - a. Single-family, duplex and triplex dwellings:
 1. For lots less than 50 feet in width, the minimum side yard setback shall be five feet.
 2. For lots 50 feet or greater in width, the minimum total side yard setback shall be 15 feet with a minimum of seven feet on either side.
 - b. Multifamily, ~~hotels~~ temporary lodging, and retail commercial restaurants: The minimum side yard setback shall be ten feet provided that the provisions of section 110-236 are met.

Sec. 110-232. Maximum building height.

No building in the R-3, medium density multifamily residential district shall exceed 44 feet in height.

Sec. 110-233. Maximum lot coverage.

The maximum lot coverage in the R-3, medium density multifamily residential district is as follows:

- ~~(1) Residential use: Floor area ratio (FAR) 1.0. The maximum area of a lot or parcel to be covered by structures shall be 40 percent.~~
- ~~(2) Multifamily, hotel, and related uses: The density shall be a maximum of 18 residential dwelling units or temporary lodging units as shown in the table below. A combination of both residential and tourist dwelling units may be permissible provided that the provisions of subsection 110-236(b) are met.~~

Land Area of the Development Site	Units/Acre	FAR	ISR
Less than one acre	45	1.0	0.85
One to three acres	60	1.5	0.85
Greater than three acres	75	2.0	0.85

~~(3)~~ (1) ~~Other c Commercial uses/nonresidential~~: Floor area ratio (FAR) 0.55.

~~(4)~~ (2) Public service facilities: Floor area ratio (FAR) 0.65.

~~(5)~~ (3) Public owned parks and recreation facilities: Floor area ratio (FAR) 0.25.

Sec. 110-234. Impervious surface ratio (ISR).

The impervious surface ratio (ISR) in the R-3, medium density multifamily residential district for all uses is 0.85.

Sec. 110-235. Buffering requirements.

Buffering requirements in the R-3, medium density multifamily residential district are as follows:

- (1) Parking lots/garages for ~~tourist dwellings temporary lodging~~ and ~~commercial nonresidential~~ uses shall be designed to minimize their impacts to any adjacent residential uses as established in the land development regulations.
- (2) During the development process, existing curb cuts shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.
- (3) All development within this category will meet or exceed the buffering/landscape requirements as outlined in chapter 106, article II.

Sec. 110-236. Special requirements.

- (a) No structure in the R-3, medium density multifamily residential district shall be constructed that is greater than 250 feet in width. If two structures are proposed on the same lot or parcel, the buildings shall be separated by a minimum of ten feet.
- (b) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the ~~gross net~~ land area of the property.
- (c) Institutional, other than public educational facilities shall not exceed a maximum area of five acres. Transportation and/or utility uses shall not exceed a maximum area of three acres.
- (d) When a proposed multifamily, ~~temporary lodging~~ or ~~non-residential commercial~~ use in the R-3, medium density multifamily residential district abuts a single-family, duplex, or triplex, an additional five-foot setback is required along the length of the entire shared lot line. This additional setback will be utilized to provide additional landscaped screening.

- (e) In the RFM future land use category, Alternative Temporary Lodging Use Standards allows 60 temporary lodging units per acre and a FAR of 2.0. A Development Agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard. The Development Agreement must follow all required standards in Forward Pinellas Countywide Rules to use the Alternative Temporary Lodging Use Standards.
- (f) Stand-alone restaurant or retail commercial use must have frontage on Gulf Boulevard.

Secs. 110-237—110-255. Reserved.

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

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

Section 4. In the event a court of competent jurisdiction finds any part or provision of 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. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

James "Jim" Rostek, 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: _____



July 5, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed amendments to Comprehensive Plan and Land Development Regulations

Dear Andrew:

Thank you for forwarding the above-referenced amendments for a review for consistency with the Countywide Rules. We appreciate the effort that City staff has taken to bring your regulations into consistency with the Rules, and your continued coordination with us. We have reviewed the proposed amendments and found only a few minor consistency issues that remain to be addressed. We are also recommending a few other edits for internal consistency and clarity. Our findings are as follows:

FLU category matrix

- For internal consistency, under the Preservation category, Water Supply needs to be added as a permitted use since there is an associated intensity standard.
- The second footnote, relating to Alternative Temporary Lodging Standards in the Resort Facilities High category, needs to indicate that the required development agreement must follow all required standards in the Countywide Rules, similar to the first footnote for other categories.

LDR Chapter 82 – Definitions

- Newly added definitions for various land uses are consistent with the Countywide Rules.
- While the formulas applied to density, floor area ratio, and impervious surface ratio are substantively consistent with the Rules, the City uses the term “gross land area” where the Rules use “net land area.” Recommend amending the terminology to match the Rules.

LDR Chapter 110 – Zoning

- In the R-3 Medium Density Multifamily Residential zoning district, Institutional is not listed as a permitted use, but an acreage limitation for that use is included under “Special requirements.” It should either be added as a permitted use or the acreage limitation should be deleted.

- Conversely, under the C-1 Tourist Commercial district, Institutional is listed as a special exception use, but there is no acreage limitation. A five-acre maximum needs to be added for consistency with the Retail & Services category of the Countywide Plan Map.
- The zoning districts list certain separate land uses, such as personal service and office support, that are combined into a single definition, such as Personal Service/Office Support. For internal consistency, suggest that use of the terms be made uniform.
- Maximum density/intensity standards for each zoning district are listed under the “Minimum building site area requirements” section. For clarity, recommend moving them to the “Maximum lot coverage” section or another appropriate heading.

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

If you have any questions, please feel free to call me at 727-464-8220 or email me at lfisher@forwardpinellas.org.

Sincerely,



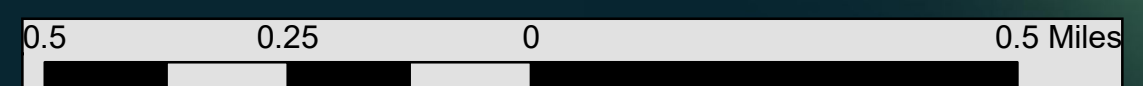
Linda Fisher, AICP
Principal Planner

City of Madeira Beach Zoning and Street Names Map

Madeira Beach Zoning

Zoning Categories

- C-1
- C-2
- C-3
- C-4
- P-SP
- PD
- R-1
- R-2
- R-3
- Madeira Beach Parcels
- Roads



Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2023-26 R-3 Zoning to be consistent with Forward Pinellas

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

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

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

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

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

Ordinance 2023-26 amends the R-3 Medium Density Multifamily Residential Zoning District to include uses consistent to the Countywide Plan, provide the “by right” density for temporary lodging use, detail that stand-alone restaurant or retail commercial use must have frontage on Gulf Blvd, and details the process for the Alternative Temporary Lodging Use Standards as required in the Countywide Plan..

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

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

No foreseen direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

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

This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the Countywide Plan in intensity, density, allowed uses and terminology.



Memorandum

Meeting Details: December 13, 2023, BOC Regular Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-27: C-1 Tourist Commercial Zoning District to be consistent with the Countywide Plan, 2nd Reading and Public Hearing

Background: The Madeira Beach Comprehensive Plan and the Madeira Beach Code of Ordinances are inconsistent with the Forward Pinellas Countywide Plan. The city must remedy this inconsistency.

Discussion: The city is required to be consistent with the Forward Pinellas Countywide Plan. To be consistent with the Countywide Plan, the city must make amendments to the Comprehensive Plan and Code of Ordinances. The upcoming amendments will include clarification of the alternative temporary lodging use standards, clarification of intensity and density standards without using the alternative temporary lodging use standards, update allowed uses terminology to conform with the Countywide Plan definitions and clarify the measurement of intensity and density to be consistent with the Forward Pinellas Countywide Plan.

Ordinance 2023-27 amends the C-1 Tourist Commercial Zoning District to include uses consistent to the Countywide Plan, provide the “by right” density for temporary lodging use, and details the process for the Alternative Temporary Lodging Use Standards as required in the Countywide Plan. The Planning Commission recommended approval of Ordinance 2023-27 on September 11, 2023.

Recommendation(s): Planning Commission and staff recommends approval of Ordinance 2023-27.

Attachments:

- Ordinance 2023-27: C-1 Tourist Commercial Zoning District to be consistent with the Countywide Plan
- Zoning Map
- Forward Pinellas Response
- Business Impact Estimate

ORDINANCE 2023-27

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 5 (C-1, TOURIST COMMERCIAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE CITY'S LAND DEVELOPMENT CODE TO AMEND THE PURPOSE AND INTENT OF THE C-1 DISTRICT; REVISE PERMITTED USES TO INCLUDE RESIDENTIAL, VACATION RENTAL, PERSONAL SERVICE, OFFICE, OFFICE SUPPORT, RETAIL COMMERCIAL, BUSINESS SERVICE, COMMERCIAL AND TEMPORARY LODGING; DELETE COMMERCIAL, RECREATION AND ENTERTAINMENT FACILITIES AS SPECIAL EXCEPTION USES; ADD INSTITUTIONAL AND COMMERCIAL RECREATION AS SPECIAL EXCEPTION USES; ADD RETAIL COMMERCIAL AND RESIDENTIAL DWELLING UNITS TO BUILDING SITE REQUIREMENTS AND MAXIMUM DENSITY FOR VACATION RENTAL UNITS AND TEMPORARY LODGING UNITS IN SECTION 110-260; REVISE REFERENCE FOR PERMITTED USES OF SIDE YARDS IN SETBACK REQUIREMENTS; AMEND MAXIMUM LOT COVERAGE PROVISIONS; ADD SPECIAL REQUIREMENTS FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS AND INSTITUTIONAL USES OTHER THAN PUBLIC EDUCATIONAL FACILITIES; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current provisions of Division 5 (C-1, Tourist Commercial) of Article V (Districts) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach and recommends amending same; and

WHEREAS, the recommended changes were presented to and reviewed by the Planning Commission at a public hearing; and

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

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

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

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

Section 1. That Division 5 (C-1, Tourist Commercial) of Article V (Districts) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach, Florida, is hereby amended to read as follows:

DIVISION 5. C-1, TOURIST COMMERCIAL

Sec. 110-256. Definition; purpose and intent.

The C-1, tourist commercial district provides for various tourist and commercial facilities of medium intensity which conveniently supply the needs of the neighborhood as well as the city. The C-1, tourist commercial district correlates with the commercial general (CG) future land use category of the City of Madeira Beach Comprehensive Plan and Retail and Services (R&S) plan category in the Countywide Plan. Services are rendered and commodities are sold which are needed daily and purchased at frequent intervals. The purpose of this district is to recognize the unique commercial, marine, tourist and historic value of this area. It is the intent of the comprehensive land use plan to retain the nautical theme and important character of the waterfront area and of John's Pass Village.

Sec. 110-257. Permitted uses.

The permitted uses in the C-1, tourist commercial district are as follows:

- (1) ~~Dwelling units~~ Residential and vacation rental located ~~on the second floor~~ above first floor ~~commercial or office units~~ commercial use within this district.
- (2) ~~Business offices and financial uses~~ Personal service, office, and office support, not including ~~excluding~~ drive-through windows.
- (3) ~~Retail and personal services.~~ Retail commercial, business service, and commercial, excluding drive-through windows,
- (4) Restaurants, excluding drive-through windows.
- (5) ~~Tourist dwelling units.~~ Temporary lodging located above first floor commercial use.

Sec. 110-258. Accessory uses.

The accessory uses in the C-1, tourist commercial district are as follows:

- (1) Swimming pools or cabanas used as bath houses.
- (2) Essential services.
- (3) Nonresidential signs.
- (4) Off-street parking and loading.

Sec. 110-259. Special exception uses.

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-1, tourist commercial district:

- (1) Institutional as a religious use such as cChurches, synagogues or other houses of worship.
- (2) Private social, recreational or fraternal clubs and organizations.
- (3) Publicly owned or operated parks or recreation areas.
- (4) ~~Commercial, recreation or entertainment facilities.~~ Commercial recreation.
- (5) Auditoriums.
- (6) Stand-alone parking lots and parking garages as a principal use.

Sec. 110-260. ~~Minimum b~~ Building site area requirements.

The minimum building site area requirements in the C-1, tourist commercial district are as follows:

- (1) Lot size:
 - a. ~~Retail and other c~~ Commercial uses: 4,000 square feet.
 - b. Residential d Dwelling units and vacation rental units above first floor ~~commercial~~: 3,000 square feet per ~~dwelling~~-unit.
- (2) Lot width: All permitted uses 40 feet.
- (3) Lot depth: All permitted uses 80 feet.
- (4) Maximum: The density ~~shall be is~~ a maximum of 15 residential dwelling units, 15 vacation rental units, per acre or a maximum of 60 or 40 temporary lodging units per acre. ~~A combination of both residential dwelling units and temporary lodging units may be permissible provided that the provisions of subsections 110-265(e) and (f) are met. Alternative Temporary Lodging Use Standards are allowed as detailed in subsection 110-265(g).~~

Sec. 110-261. Setback requirements.

The following minimum setbacks shall apply in the C-1, tourist commercial district:

- (1) Front yard: None. (See the special requirement in subsection 110-265(b).)
- (2) Rear yard: 25 feet.
- (3) Side yard: All permitted uses ten feet—one side only. (See the special requirements s in ~~sub~~section 110-265~~(e)~~.)

Sec. 110-262. Maximum building height.

For all uses in the C-1, tourist commercial district the maximum building height shall be 34 feet.

Sec. 110-263. Maximum lot coverage.

The maximum lot coverage in the C-1, tourist commercial district is as follows:

- (1) ~~Nonresidential/e~~ Commercial uses: Floor area ratio (FAR) 0.55.
- (2) Public owned parks and recreation facilities: Floor area ratio (FAR) 0.25.
- ~~(3) Temporary lodging uses: Floor area ratio (FAR) 1.2, provided that the provision of subsections 110-265(d) are met.~~

Sec. 110-264. Impervious surface ratio (ISR).

The impervious surface ratio (ISR) in the C-1, tourist commercial district for all uses is 0.85.

Sec. 110-265. Special requirements.

- (a) The C-1, tourist commercial district does not permit the storage of commercial vehicles.
- (b) All properties located within the C-1, tourist commercial district abutting Gulf Boulevard will be required to provide a setback on Gulf Boulevard of 25 feet.
- (c) No single commercial structure in the C-1, tourist commercial district may be wider than 120 feet, paralleling to the right-of-way without providing a visual appearance of multiple buildings in increments of 40 feet.
- (d) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.
- (e) Mechanical units shall be on the roof and not visible or shielded from public right-of-way.
- (f) Walls constructed or renovated on the property lines must comply with the current Florida Building Codes including occupancy ratings and current fire codes.
- ~~(g) In the CG future land use category, Alternative Temporary Lodging Use Standards allows 60 temporary lodging units per acre and a FAR of 1.2. A Development Agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard. The Development Agreement must follow all required standards in Forward Pinellas Countywide Rules to use the Alternative Temporary Lodging Use Standards.~~
- ~~(h) Institutional, other than public educational facilities shall not exceed a maximum area of five acres.~~

Secs. 110-266—110-285. Reserved.

Section 2. For purposes of codification of any existing section of the Madeira

Beach Code herein amended, words **underlined** represent additions to original text,

words ~~stricken~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

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

Section 4. In the event a court of competent jurisdiction finds any part or provision of 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. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

James "Jim" Rostek, 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: _____



July 5, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed amendments to Comprehensive Plan and Land Development Regulations

Dear Andrew:

Thank you for forwarding the above-referenced amendments for a review for consistency with the Countywide Rules. We appreciate the effort that City staff has taken to bring your regulations into consistency with the Rules, and your continued coordination with us. We have reviewed the proposed amendments and found only a few minor consistency issues that remain to be addressed. We are also recommending a few other edits for internal consistency and clarity. Our findings are as follows:

FLU category matrix

- For internal consistency, under the Preservation category, Water Supply needs to be added as a permitted use since there is an associated intensity standard.
- The second footnote, relating to Alternative Temporary Lodging Standards in the Resort Facilities High category, needs to indicate that the required development agreement must follow all required standards in the Countywide Rules, similar to the first footnote for other categories.

LDR Chapter 82 – Definitions

- Newly added definitions for various land uses are consistent with the Countywide Rules.
- While the formulas applied to density, floor area ratio, and impervious surface ratio are substantively consistent with the Rules, the City uses the term “gross land area” where the Rules use “net land area.” Recommend amending the terminology to match the Rules.

LDR Chapter 110 – Zoning

- In the R-3 Medium Density Multifamily Residential zoning district, Institutional is not listed as a permitted use, but an acreage limitation for that use is included under “Special requirements.” It should either be added as a permitted use or the acreage limitation should be deleted.

- Conversely, under the C-1 Tourist Commercial district, Institutional is listed as a special exception use, but there is no acreage limitation. A five-acre maximum needs to be added for consistency with the Retail & Services category of the Countywide Plan Map.
- The zoning districts list certain separate land uses, such as personal service and office support, that are combined into a single definition, such as Personal Service/Office Support. For internal consistency, suggest that use of the terms be made uniform.
- Maximum density/intensity standards for each zoning district are listed under the “Minimum building site area requirements” section. For clarity, recommend moving them to the “Maximum lot coverage” section or another appropriate heading.

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

If you have any questions, please feel free to call me at 727-464-8220 or email me at lfisher@forwardpinellas.org.

Sincerely,



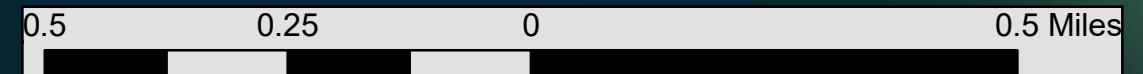
Linda Fisher, AICP
Principal Planner

City of Madeira Beach Zoning and Street Names Map

Madeira Beach Zoning

Zoning Categories

- C-1
- C-2
- C-3
- C-4
- P-SP
- PD
- R-1
- R-2
- R-3
- Madeira Beach Parcels
- Roads



Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2023-27 C-1 Zoning to be consistent with Forward Pinellas

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

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

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

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

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

Ordinance 2023-27 amends the C-1 Tourist Commercial Zoning District to include uses consistent to the Countywide Plan, provide the “by right” density for temporary lodging use, and details the process for the Alternative Temporary Lodging Use Standards as required in the Countywide Plan.

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

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

No foreseen direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

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

This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the Countywide Plan in intensity, density, allowed uses and terminology.



Memorandum

Meeting Details: December 13, 2023, Board of Commissioners

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-28: C-2 John's Pass Marine Commercial Zoning District to be consistent with the Countywide Plan – Second Reading and Public Hearing

Background: The Madeira Beach Comprehensive Plan and the Madeira Beach Code of Ordinances are inconsistent with the Forward Pinellas Countywide Plan. The city must remedy this inconsistency.

Discussion: The city is required to be consistent with the Forward Pinellas Countywide Plan. To be consistent with the Countywide Plan, the city must make amendments to the Comprehensive Plan and Code of Ordinances. The upcoming amendments will include clarification of the alternative temporary lodging use standards, clarification of intensity and density standards without using the alternative temporary lodging use standards, update allowed uses terminology to conform with the Countywide Plan definitions and clarify the measurement of intensity and density to be consistent with the Forward Pinellas Countywide Plan.

Ordinance 2023-28 amends the C-2 John's Pass Marine Commercial Zoning District to include uses consistent to the Countywide Plan and cleans up the structure separation inconsistency. The Planning Commission recommended approval of Ordinance 2023-28 on September 11, 2023.

Recommendation(s): Planning Commission and staff recommends approval of Ordinance 2023-28.

Attachments:

- Ordinance 2023-28: C-2 Zoning District to be consistent with the Countywide Plan
- Zoning Map
- Forward Pinellas Response

ORDINANCE 2023-28

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 6 (C-2, JOHN'S PASS MARINE COMMERCIAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE CITY'S LAND DEVELOPMENT CODE TO AMEND THE PURPOSE AND INTENT OF THE C-2 DISTRICT; DELETE RETAIL AND ADD COMMERCIAL, COMMERCIAL RECREATION AND RETAIL COMMERCIAL AS PERMITTED USES; DELETE THE C-2, JOHN'S PASS MARINE COMMERCIAL DISTRICT SPECIAL REQUIREMENTS; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current provisions of Division 6 (C-2, John's Pass Marine Commercial) of Article V (Districts) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach and recommends amending same; and

WHEREAS, the recommended changes were presented to and reviewed by the Planning Commission at a public hearing; and

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

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

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

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

Section 1. That Division 6 (C-2, John's Pass Marine Commercial) of Article V (Districts) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach, Florida, is hereby amended to read as follows:

DIVISION 6. C-2, JOHN'S PASS MARINE COMMERCIAL

Sec. 110-286. Definition; purpose and intent.

The purpose of the C-2, John's Pass marine commercial district is to recognize the unique commercial, marine, tourist and historic value of this area. The C-2, John's Pass marine commercial district correlates with the commercial general (CG) future land use category of the City of Madeira Beach Comprehensive Plan and the Retail and Services (R&S) plan category of the Countywide Plan. It is the intent of the comprehensive land use plan to retain the nautical theme and important character of the waterfront area and of John's Pass Village.

Sec. 110-287. Principal permitted uses.

The permitted uses in the C-2, John's Pass marine commercial district are as follows:

- (1) ~~Retail~~ Commercial recreation, office and personal service/office support use uses.
- (2) Commercial fishing activities.
- (3) Charter and party boat operations.
- (4) Restaurants and retail commercial, excluding drive-in windows.
- (5) ~~Commercial docks~~ Working waterfront.

Sec. 110-288. Accessory uses.

The accessory uses in the C-2, John's Pass marine commercial district are as follows:

- (1) Off-street parking.
- (2) Nonresidential signs.
- (3) Essential services.
- (4) Other customary accessory uses ancillary to the principal uses.

Sec. 110-289. Special exception uses.

There are no special exception uses permitted in the C-2, John's Pass marine commercial district.

Sec. 110-290. ~~Minimum~~ b Building site area requirements.

The minimum building site area requirements in the C-2, John's Pass marine commercial district are as follows:

- (1) Lot size: All uses within this district is 2,000 square feet.
- (2) Lot width: 40 feet.
- (3) Lot depth: 50 feet.

Sec. 110-291. Setback requirements.

The following minimum setbacks shall apply in the C-2, John's Pass marine commercial district:

- (1) Front yard: 20 feet, measured from right-of-way to the structure.
- (2) Rear yard or waterfront yard: None, however access to the "tie-backs" supporting seawalls shall be provided for maintenance.
- (3) Side yard: five feet on one side.

Sec. 110-292. Maximum building height.

For all uses in the C-2, John's Pass marine commercial district the maximum building height shall be 34 feet.

Sec. 110-293. Maximum lot coverage.

The maximum lot coverage in the C-2, John's Pass marine commercial district is as follows:

Nonresidential/commercial uses: Floor area ratio (FAR) 0.55.

Sec. 110-294. Impervious surface ratio (ISR).

The impervious surface ratio (ISR) in the C-2, John's Pass marine commercial district for all uses is 0.85.

Sec. 110-295. Special requirements.

- ~~(a) No structure in the C-2, John's Pass marine commercial district may be wider than 60 feet in width parallel to the front yard right-of-way without a minimum of a ten-foot separation between structures. Overall structure width shall also take into consideration adjacent properties in the 60-foot measurement.~~
- (ba) Due to the unique character of the C-2, John's Pass marine commercial district, a nautical theme should be emphasized within all renovations or new construction.
- (eb) Mechanical units must be located on the roof and not visible or shielded from public right-of-way.
- (dc) Walls constructed or renovated on the property lines must comply with the current Florida Building Codes including occupancy ratings and current fire codes.

Secs. 110-296—110-315. Reserved.

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

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

Section 4. In the event a court of competent jurisdiction finds any part or provision of 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. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

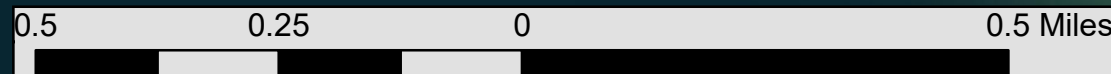
PASSED ON SECOND READING: _____

City of Madeira Beach Zoning and Street Names Map

Madeira Beach Zoning

Zoning Categories

- C-1
- C-2
- C-3
- C-4
- P-SP
- PD
- R-1
- R-2
- R-3
- Madeira Beach Parcels
- Roads



Item 9H.

124



July 5, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed amendments to Comprehensive Plan and Land Development Regulations

Dear Andrew:

Thank you for forwarding the above-referenced amendments for a review for consistency with the Countywide Rules. We appreciate the effort that City staff has taken to bring your regulations into consistency with the Rules, and your continued coordination with us. We have reviewed the proposed amendments and found only a few minor consistency issues that remain to be addressed. We are also recommending a few other edits for internal consistency and clarity. Our findings are as follows:

FLU category matrix

- For internal consistency, under the Preservation category, Water Supply needs to be added as a permitted use since there is an associated intensity standard.
- The second footnote, relating to Alternative Temporary Lodging Standards in the Resort Facilities High category, needs to indicate that the required development agreement must follow all required standards in the Countywide Rules, similar to the first footnote for other categories.

LDR Chapter 82 – Definitions

- Newly added definitions for various land uses are consistent with the Countywide Rules.
- While the formulas applied to density, floor area ratio, and impervious surface ratio are substantively consistent with the Rules, the City uses the term “gross land area” where the Rules use “net land area.” Recommend amending the terminology to match the Rules.

LDR Chapter 110 – Zoning

- In the R-3 Medium Density Multifamily Residential zoning district, Institutional is not listed as a permitted use, but an acreage limitation for that use is included under “Special requirements.” It should either be added as a permitted use or the acreage limitation should be deleted.

- Conversely, under the C-1 Tourist Commercial district, Institutional is listed as a special exception use, but there is no acreage limitation. A five-acre maximum needs to be added for consistency with the Retail & Services category of the Countywide Plan Map.
- The zoning districts list certain separate land uses, such as personal service and office support, that are combined into a single definition, such as Personal Service/Office Support. For internal consistency, suggest that use of the terms be made uniform.
- Maximum density/intensity standards for each zoning district are listed under the “Minimum building site area requirements” section. For clarity, recommend moving them to the “Maximum lot coverage” section or another appropriate heading.

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

If you have any questions, please feel free to call me at 727-464-8220 or email me at lfisher@forwardpinellas.org.

Sincerely,



Linda Fisher, AICP
Principal Planner

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2023-28 C-2 Zoning to be consistent with Forward Pinellas

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

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

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

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

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

Ordinance 2023-28 amends the C-2 John's Pass Marine Commercial Zoning District to include uses consistent to the Countywide Plan and cleans up the structure separation inconsistency..

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

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

No foreseen direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

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

This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the Countywide Plan in intensity, density, allowed uses and terminology.



Memorandum

Meeting Details: December 13, 2023, BOC Regular Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-29: C-3 Retail Commercial Zoning District to be consistent with the Countywide Plan – Second Reading and Public Hearing

Background: The Madeira Beach Comprehensive Plan and the Madeira Beach Code of Ordinances are inconsistent with the Forward Pinellas Countywide Plan. The city must remedy this inconsistency.

Discussion: The city is required to be consistent with the Forward Pinellas Countywide Plan. To be consistent with the Countywide Plan, the city must make amendments to the Comprehensive Plan and Code of Ordinances. The upcoming amendments will include clarification of the alternative temporary lodging use standards, clarification of intensity and density standards without using the alternative temporary lodging use standards, update allowed uses terminology to conform with the Countywide Plan definitions and clarify the measurement of intensity and density to be consistent with the Forward Pinellas Countywide Plan.

Ordinance 2023-29 amends the C-3 Retail Commercial Zoning District to include uses consistent to the Countywide Plan, provide the “by right” density for temporary lodging use, and details the process for the Alternative Temporary Lodging Use Standards as required in the Countywide Plan.

The Planning Commission recommended approval of Ordinance 2023-29 on September 11, 2023.

Recommendation(s): Planning Commission and staff recommends approval of Ordinance 2023-29.

Attachments:

- Ordinance 2023-29: C-3 Retail Commercial Zoning District to be consistent with the Countywide Plan
- Zoning Map
- Forward Pinellas Response

ORDINANCE 2023-29

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 7 (C-3, RETAIL COMMERCIAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE CITY'S LAND DEVELOPMENT CODE TO AMEND THE PURPOSE AND INTENT OF THE C-3 DISTRICT; DELETE BUSINESS OFFICE, FINANCIAL SERVICE USES AND TOURIST DWELLING UNITS AS PERMITTED USES; ADD RETAIL COMMERCIAL, COMMERCIAL, OFFICE SUPPORT, BUSINESS SERVICE, MULTIFAMILY RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING AS PERMITTED USES; DELETE ENTERTAINMENT FACILITIES, BUSINESS AND FINANCIAL SERVICES AND MEDICAL MARIJUANA DISPENSARIES AS SPECIAL EXCEPTION USES; ADD INSTITUTIONAL AS RELIGIOUS USE, RETAIL COMMERCIAL AND BUSINESS SERVICES AS SPECIAL EXCEPTION USES; DELETE TOURIST DWELLING AND MULTIFAMILY UNITS FROM BUILDING SITE REQUIREMENTS; ADD VACATION RENTAL AND TEMPORARY LODGING UNITS, MULTIFAMILY AND VACATION RENTAL UNITS LOT SIZE REQUIREMENTS, AND REVISE LOT WIDTH REQUIREMENTS FOR RESIDENTIAL, VACATION RENTAL UNITS AND TEMPORARY LODGING UNITS WITHIN BUILDING SITE REQUIREMENTS IN SECTION 110-320; REVISE THE DENSITY REQUIREMENTS FOR RESIDENTIAL OR VACATION RENTAL DWELLING UNITS; ADD REFERENCE TO ALTERNATIVE TEMPORARY LODGING USE STANDARDS IN CG AND R/O/R FUTURE LAND USE CATEGORIES; AMEND MAXIMUM LOT COVERAGE TO ALLOW FOR NONRESIDENTIAL/COMMERCIAL USE ONLY; DELETE TOURIST DWELLINGS AND ADD TEMPORARY LODGING TO BUFFERING REQUIREMENTS; ADD REQUIREMENTS FOR VACATION RENTALS AND TEMPORARY LODGING UNITS IN SPECIAL REQUIREMENTS; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current provisions of Division 7 (C-3, Retail Commercial) of Article V (Districts) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach and recommends amending same; and

WHEREAS, the recommended changes were presented to and reviewed by the Planning Commission at a public hearing; and

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

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

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

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

Section 1. That Division 7 (C-3, Retail Commercial) of Article V (Districts) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach, Florida, is hereby amended to read as follows:

DIVISION 7. C-3, RETAIL COMMERCIAL

Sec. 110-316. Definition; purpose and intent.

The C-3, retail commercial district provides service to both permanent and transient residents where a full range of urban services and a high degree of accessibility is required. The C-3, retail commercial district correlates with the commercial general (CG) future land use category and the residential office retail (R/O/R) future land use category of the City of Madeira Beach Comprehensive Plan and Retail and Services (R&S) plan category in the Countywide Plan.

Sec. 110-317. Permitted uses.

The permitted uses in the C-3, retail commercial district are as follows:

- (1) Retail commercial, and personal service/office support. uses.
- (2) ~~Business-e~~ Office and business service. and financial service uses.
- (3) Multifamily residential and vacation rental. dwellings.
- (4) ~~Tourist dwelling units.~~ Temporary lodging.
- (5) Restaurants.
- (6) Adult entertainment establishments (article VI, division 13 of this chapter).

Sec. 110-318. Accessory uses.

The accessory uses in the C-3, retail commercial district are as follows:

- (1) Off-street parking and loading/unloading.
- (2) Nonresidential signs.
- (3) Essential services.
- (4) Other accessory uses customarily permitted.
- (5) Boat slips associated with a permitted business use, not for rental or commercial marine activities.

Sec. 110-319. Special exception uses.

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-3, retail commercial district:

- (1) Service stations.
- (2) Commercial recreation ~~and entertainment facilities~~ provided that such facilities shall not be permissible when the underlying future land use category is R/O/R.
- (3) Institutional as religious use such as cChurches, synagogues or other houses of worship.
- (4) Public service facilities.
- (5) Drive-in or drive-through retail commercial, and personal service, ~~business and financial services.~~
- (6) Private fraternal, social and recreational clubs.
- (7) Outdoor storage areas, provided that the outdoor storage use is an accessory, is limited to areas in the CG land use category, and does not exceed 20 percent of the area of the building which is the principal use on the site.
- (8) Single-family or duplex.
- (9) Private schools.
- (10) Exhibition of reptiles by permit.
- ~~(11) Medical marijuana dispensaries.~~

Sec. 110-320. ~~Minimum building~~ Building site area requirements.

The minimum building site area requirements in the C-3, retail commercial district are as follows:

- (1) Lot size:
 - a. For all uses except multifamily/, vacation rental and temporary lodging ~~tourist dwelling~~ units: 4,000 square feet.
 - b. Duplex and triplex units: 3,000 square feet per dwelling unit.

- c. ~~Multi-family dwelling~~ Multifamily and vacation rental units and above: 2,420 square feet per dwelling unit.
 - d. Public service facilities: Shall not exceed a maximum area of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.
- (2) Lot width:
- a. All permitted uses except multifamily, vacation rental and temporary lodging ~~/tourist dwelling~~ units: 40 feet.
 - b. Multifamily, vacation rental and temporary lodging ~~/tourist dwelling~~ units: 60 feet.
- (3) Lot depth: All permitted uses: 80 feet.
- (4) Within the CG future land use category in the Comprehensive Plan, the density ~~shall be~~ is a maximum of 15 residential dwelling units, 15 vacation rental units, or ~~60~~ 40 temporary lodging units per acre. ~~A combination of both residential dwelling units and temporary lodging units may be permissible provided that the provisions of subsections 110-326 are met.~~ Alternative Temporary Lodging Use Standards are allowed as detailed in subsection 110-326(f).
- (5) Within the R/O/R future land use category, the density ~~shall be~~ is a maximum of 18 residential dwelling units, 18 vacation rental units, or ~~45~~ 40 temporary lodging units per acre. ~~A combination of both residential dwelling units and temporary lodging units may be permissible provided that the provisions of subsections 110-326(d) are met.~~ Alternative Temporary Lodging Use Standards are allowed as detailed in subsection 110-326(g).

Sec. 110-323. Maximum lot coverage.

The maximum lot coverage in the C-3, retail commercial district is as follows:

- ~~(1) Residential use: Floor area ratio (FAR) 0.80. The maximum area of a lot or parcel to be covered by structures shall be is 40 percent.~~
- ~~(2) Temporary lodging units: Floor area ratio (FAR) as set forth in the following table, provided that the requirements of subsection 110-326(d) are met:~~

Land use category	FAR
Commercial general	1.2
Residential/office/retail	1.0

- ~~(3)(1) Commercial general and public service facilities: Floor area ratio (FAR) 0.55; Residential/office/retail: Floor area ratio (FAR) 0.55. Commercial use: Floor area ratio (FAR) 0.55.~~

Sec. 110-324. Impervious surface ratio (ISR).

- (a) The impervious surface ratio (ISR) in the C-3, retail commercial district for all uses, other than temporary lodging units, is 0.70.
- (b) The impervious surface ratio (ISR) for temporary lodging units is 0.85.

Sec. 110-325. Buffering requirements.

- (a) Parking lots/garages for ~~tourist dwellings~~ temporary lodging and nonresidential uses in the C-3, retail commercial district shall be designed to minimize their impacts to any adjacent residential uses as established in the land development regulations.
- (b) During the development process, existing curb cuts in the C-3, retail commercial district shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.
- (c) All development within the C-3, retail commercial district in this category will meet or exceed the buffering/landscape requirements as outlined in chapter 106, article II.

Sec. 110-326. Special requirements.

- (a) In the C-3, retail commercial district residential dwelling units, vacation rental units, and temporary lodging units are permitted ~~on the second floor~~ above first-floor commercial or office units ~~within this district~~.
- (b) No structure in the C-3, retail commercial district may be wider than 150 feet parallel to the front yard right-of-way. If two structures are proposed on the same lot or parcel, the buildings shall be separated. ~~There shall be by a minimum of a ten-foot feet. Separation between structures.~~
- (c) When a proposed ~~non-residential~~ nonresidential use in the C-3, retail commercial district abuts a residential use an additional five-foot setback is required along the length of the entire shared lot line. This additional setback will be utilized to provide additional landscaped screening.
- (d) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.
- (e) Institutional, other than public educational facilities shall not exceed a maximum area of five acres. Transportation and/or utility uses shall not exceed a maximum area of three acres.
- (f) In the CG future land use category, Alternative Temporary Lodging Use Standards allows 60 temporary lodging units per acre and a FAR of 1.2. A Development Agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard. The Development Agreement must follow all required standards in Forward Pinellas Countywide Rules to use the Alternative Temporary Lodging Use Standards.

(g) In the R/O/R future land use category, Alternative Temporary Lodging Use Standards allows 60 temporary lodging units per acre and a FAR of 1.2. A Development Agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard. The Development Agreement must follow all required standards in Forward Pinellas Countywide Rules to use the Alternative Temporary Lodging Use Standards.

Secs. 110-327—110-345. Reserved.

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

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

Section 4. In the event a court of competent jurisdiction finds any part or provision of 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. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

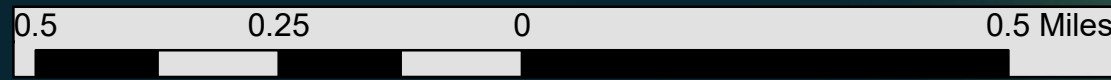
PASSED ON SECOND READING: _____

City of Madeira Beach Zoning and Street Names Map

Madeira Beach Zoning

Zoning Categories

- C-1
- C-2
- C-3
- C-4
- P-SP
- PD
- R-1
- R-2
- R-3
- Madeira Beach Parcels
- Roads



Item 9I.

137



July 5, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed amendments to Comprehensive Plan and Land Development Regulations

Dear Andrew:

Thank you for forwarding the above-referenced amendments for a review for consistency with the Countywide Rules. We appreciate the effort that City staff has taken to bring your regulations into consistency with the Rules, and your continued coordination with us. We have reviewed the proposed amendments and found only a few minor consistency issues that remain to be addressed. We are also recommending a few other edits for internal consistency and clarity. Our findings are as follows:

FLU category matrix

- For internal consistency, under the Preservation category, Water Supply needs to be added as a permitted use since there is an associated intensity standard.
- The second footnote, relating to Alternative Temporary Lodging Standards in the Resort Facilities High category, needs to indicate that the required development agreement must follow all required standards in the Countywide Rules, similar to the first footnote for other categories.

LDR Chapter 82 – Definitions

- Newly added definitions for various land uses are consistent with the Countywide Rules.
- While the formulas applied to density, floor area ratio, and impervious surface ratio are substantively consistent with the Rules, the City uses the term “gross land area” where the Rules use “net land area.” Recommend amending the terminology to match the Rules.

LDR Chapter 110 – Zoning

- In the R-3 Medium Density Multifamily Residential zoning district, Institutional is not listed as a permitted use, but an acreage limitation for that use is included under “Special requirements.” It should either be added as a permitted use or the acreage limitation should be deleted.

- Conversely, under the C-1 Tourist Commercial district, Institutional is listed as a special exception use, but there is no acreage limitation. A five-acre maximum needs to be added for consistency with the Retail & Services category of the Countywide Plan Map.
- The zoning districts list certain separate land uses, such as personal service and office support, that are combined into a single definition, such as Personal Service/Office Support. For internal consistency, suggest that use of the terms be made uniform.
- Maximum density/intensity standards for each zoning district are listed under the “Minimum building site area requirements” section. For clarity, recommend moving them to the “Maximum lot coverage” section or another appropriate heading.

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

If you have any questions, please feel free to call me at 727-464-8220 or email me at lfisher@forwardpinellas.org.

Sincerely,



Linda Fisher, AICP
Principal Planner

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2023-29 C-3 Zoning to be consistent with Forward Pinellas

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

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

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

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

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

Ordinance 2023-29 amends the C-3 Retail Commercial Zoning District to include uses consistent to the Countywide Plan, provide the “by right” density for temporary lodging use, and details the process for the Alternative Temporary Lodging Use Standards as required in the Countywide Plan.

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

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

(c) An estimate of the City of Madeira Beach’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No foreseen direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

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

This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the Countywide Plan in intensity, density, allowed uses and terminology.



Memorandum

Meeting Details: December 13, 2023, BOC Regular Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-30: C-4 Marine Commercial Zoning District to be consistent with the Countywide Plan -Second Reading and Public Hearing

Background: The Madeira Beach Comprehensive Plan and the Madeira Beach Code of Ordinances are inconsistent with the Forward Pinellas Countywide Plan. The city must remedy this inconsistency.

Discussion: The city is required to be consistent with the Forward Pinellas Countywide Plan. To be consistent with the Countywide Plan, the city must make amendments to the Comprehensive Plan and Code of Ordinances. The upcoming amendments will include clarification of the alternative temporary lodging use standards, clarification of intensity and density standards without using the alternative temporary lodging use standards, update allowed uses terminology to conform with the Countywide Plan definitions and clarify the measurement of intensity and density to be consistent with the Forward Pinellas Countywide Plan.

Ordinance 2023-30 amends the C-4 John's Pass Marine Commercial Zoning District to include uses consistent to the Countywide Plan, provide the "by right" density for temporary lodging use, and details the process for the Alternative Temporary Lodging Use Standards as required in the Countywide Plan.

The Planning Commission recommended approval of Ordinance 2023-30 on September 11, 2023.

Recommendation(s): Planning Commission and staff recommends approval of Ordinance 2023-30.

Attachments:

- Ordinance 2023-30: C-4 Marine Commercial Zoning District to be consistent with the Countywide Plan
- Forward Pinellas Response
- Zoning Map

ORDINANCE 2023-30

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 8 (C-4, MARINE COMMERCIAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE CITY'S LAND DEVELOPMENT CODE TO AMEND THE PURPOSE AND INTENT OF THE C-4 DISTRICT; DELETE RESTAURANTS, TOURIST DWELLING UNITS AND RETAIL AS PERMITTED USES; ADD RETAIL COMMERCIAL, TEMPORARY LODGING UNITS, COMMERCIAL/BUSINESS SERVICE USE AND RESIDENTIAL AND VACATION RENTAL UNITS AS PERMITTED USES; DELETE ENTERTAINMENT FACILITIES AND FINANCIAL SERVICES AND ADD COMMERCIAL, BUSINESS SERVICE AND INSTITUTIONAL AS RELIGIOUS USE AS SPECIAL EXCEPTION USES; DELETE TOURIST DWELLING AND ADD TEMPORARY LODGING AND VACATION RENTAL UNITS TO BUILDING SITE REQUIREMENTS AND MAXIMUM DENSITY IN SECTION 110-350; ADD REFERENCE TO ALTERNATIVE TEMPORARY LODGING USE STANDARDS IN CG AND R/O/R FUTURE LAND USE CATEGORIES; DELETE TOURIST DWELLING UNITS AND ADD TEMPORARY LODGING UNITS IN BUILDING SETBACK REQUIREMENTS; AMEND MAXIMUM LOT COVERAGE PROVISIONS TO DELETE REFERENCE TO TEMPORARY LODGING USES; AMEND BUFFERING REQUIREMENTS FOR TEMPORARY LODGING; ADD SPECIAL REQUIREMENTS FOR VACATION RENTALS AND TEMPORARY LODGING UNITS; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current provisions of Division 8 (C-4, Marine Commercial) of Article V (Districts) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach and recommends amending same; and

WHEREAS, the recommended changes were presented to and reviewed by the Planning Commission at a public hearing; and

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

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

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

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

Section 1. That Division 8 (C-4, Marine Commercial) of Article V (Districts) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach, Florida, is hereby amended to read as follows:

DIVISION 8. C-4, MARINE COMMERCIAL

Sec. 110-346. Definition; purpose and intent.

The purpose of the C-4, marine commercial district is to provide for those commercial uses which are directly related to commercial and marine uses and associated services. The C-4, marine commercial district correlates with the commercial general (CG) future land use category and the residential office retail (R/O/R) future land use of the City of Madeira Beach Comprehensive Plan and Retail and Services (R&S) plan category in the Countywide Plan.

Sec. 110-347. Permitted uses.

The permitted uses in the C-4, marine commercial district are as follows:

- (1) Marina and commercial docks.
- (2) Boat repair and sales.
- (3) ~~Restaurants.~~ Retail Commercial.
- (4) ~~Tourist dwelling units.~~ Temporary lodging units.
- (5) ~~Retail Commercial/Business Service Use,~~ offices and personal service ~~uses.~~
- (6) Commercial fishing activities and working waterfront.
- (7) Charter and party boat operations.
- (8) Adult entertainment establishments (article VI, division 13 of this chapter).
- (9) Residential dwelling units and vacation rental dwelling units located ~~on the second floor~~ above first floor commercial or office units within this district.

Sec. 110-348. Accessory uses.

The accessory uses in the C-4, marine commercial district are as follows:

- (1) Off-street parking.
- (2) Marine and boat storage.
- (3) Essential services.
- (4) Other accessory uses, customarily incidental to the permitted use.
- (5) Wireless communication antennas as regulated by article VI, division 12, subdivisions I, II and IV of this chapter.
- (6) Wireless communication towers shall be allowed, through special permit granted by the board of commissioners, as an alternative to prohibiting towers and only in the event substantial proof is submitted by an applicant which demonstrates that no existing tower, structure, or building can accommodate the applicant's proposed antenna. Wireless communication towers must further comply with the provisions of article VI, division 12, subdivisions I, II and IV of this chapter.

Sec. 110-349. Special exception uses.

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-4, marine commercial district:

- (1) Service stations.
- (2) Commercial, ~~recreation~~ ~~and entertainment facilities~~.
- (3) Public administration and service facilities.
- (4) Drive-in or drive-through retail commercial, personal service, and business service. and financial services.
- (5) Institutional as religious use such as cChurches, synagogues and other houses of worship.
- (6) Outdoor storage areas provided that the outdoor storage use is an accessory, is limited to areas in the CG land use category, and does not exceed 20 percent of the area of the building which is the principal use on the site.

Sec. 110-350. ~~Minimum~~ b Building site area requirements.

The minimum building site area requirements in the C-4, marine commercial district are as follows:

- (1) Lot size:
 - a. All permitted uses except ~~tourist dwelling~~ temporary lodging units: 4,000 square feet.
 - b. Residential dwellings and vacation rental units above first floor commercial: 3,000 square feet per unit.

- c. Public service facilities: Shall not exceed a maximum area of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.
- (2) Lot width:
 - a. All permitted uses except ~~tourist dwellings~~ temporary lodging: 40 feet.
 - b. ~~Tourist dwellings~~ Temporary lodging: 60 feet.
- (3) Lot depth: All permitted uses 80 feet.
- (4) Within the CG future land use category, the density ~~shall be~~ is a maximum of 15 residential dwelling units, 15 vacation rental units, or ~~60~~ 40 temporary lodging units. ~~A combination of both residential and tourist dwelling units may be permissible provided that the provisions of subsections 110-355(c) and (e) are met. Alternative Temporary Lodging Use Standards are allowed as detailed in subsection 110-356(e).~~
- (5) Within the R/O/R future land use category, the density is a maximum of 18 residential dwelling units, 18 vacation rental units, or 40 temporary lodging units. Alternative Temporary Lodging Use Standards are allowed as detailed in subsection 110-356(f).

Sec. 110-351. Building setback requirements.

The following minimum setbacks shall apply in the C-4, marine commercial district:

- (1) Front yard: 25 feet.
- (2) Rear yard: 18 feet.
- (3) Side yard:
 - a. Minimum of ten feet except as provided in the land development regulations.
 - b. ~~Tourist dwelling~~ Temporary lodging units:
 - 1. For lots between 60 and 80 feet in width, the minimum side yard setback shall be ten feet.
 - 2. For lot widths greater than 80 feet, the minimum side yard setback shall be as follows: A total of 33 percent of the lot width shall be reserved for side yard setbacks. In no event shall one side be less than the following:
 - i. Lots less than 120 feet: ten feet.
 - ii. Lots less than 240 feet: 15 feet.
 - iii. Lots 240 feet or greater: 20 feet.

Sec. 110-352. Maximum building height.

For all uses in the C-4, marine commercial district the maximum building height shall be 34 feet.

Sec. 110-353. Maximum lot coverage.

The maximum lot coverage in the C-4, marine commercial district is as follows:

- (1) Commercial ~~general~~ uses: Floor area ratio (FAR) 0.55; ~~temporary lodging uses in the CG land use category FAR is 1.2, provided that the requirements of subsection 110-356(c) are met.~~
- (2) Public service facilities:
 - a. Institutional: Floor area ratio (FAR) 0.55.
 - b. Transportation/utility: Floor area ratio (FAR) 0.55.

Sec. 110-354. Impervious surface ratio (ISR).

The impervious surface ratio (ISR) in the C-4, marine commercial district for all uses is 0.85.

Sec. 110-355. Buffering requirements.

- (a) Parking lots/garages for ~~tourist dwellings~~ temporary lodging and nonresidential uses in the C-4, marine commercial district shall be designed to minimize their impacts to any adjacent residential uses as established in the land development regulations.
- (b) During the development process, existing curb cuts in the C-4, marine commercial district shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.
- (c) All development within the C-4, marine commercial district in this category will meet or exceed the buffering/landscape requirements as outlined in chapter 106, article II.

Sec. 110-356. Special requirements.

- (a) In the C-4, marine commercial district residential dwelling units, vacation rental units, and temporary lodging units are permitted above ground floor commercial or office units within this district.
- (b) No structure in the C-4, marine commercial district may be wider than 150 feet parallel to the front yard right-of-way. If two structures are proposed on the same lot or parcel, the buildings shall be separated by a minimum of ten feet or equal to 50 percent of the height of the tallest building on the same parcel, whichever is more restrictive.
- (c) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.

- (d) Institutional, other than public educational facilities shall not exceed a maximum area of five acres. Transportation and/or utility uses shall not exceed a maximum area of three acres.
- (e) In the CG future land use category, Alternative Temporary Lodging Use Standards allows 60 temporary lodging units per acre and a FAR of 1.2. A Development Agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard. The Development Agreement must follow all required standards in Forward Pinellas Countywide Rules to use the Alternative Temporary Lodging Use Standards.
- (f) In the R/O/R future land use category, Alternative Temporary Lodging Use Standards allows 60 temporary lodging units per acre and a FAR of 1.2. A Development Agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard. The Development Agreement must follow all required standards in Forward Pinellas Countywide Rules to use the Alternative Temporary Lodging Use Standards.

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

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

Section 4. In the event a court of competent jurisdiction finds any part or provision of 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. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

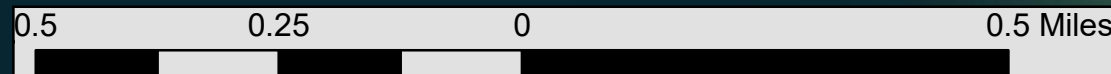
PASSED ON SECOND READING: _____

City of Madeira Beach Zoning and Street Names Map

Madeira Beach Zoning

Zoning Categories

- C-1
- C-2
- C-3
- C-4
- P-SP
- PD
- R-1
- R-2
- R-3
- Madeira Beach Parcels
- Roads



Item 9J.

150



July 5, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed amendments to Comprehensive Plan and Land Development Regulations

Dear Andrew:

Thank you for forwarding the above-referenced amendments for a review for consistency with the Countywide Rules. We appreciate the effort that City staff has taken to bring your regulations into consistency with the Rules, and your continued coordination with us. We have reviewed the proposed amendments and found only a few minor consistency issues that remain to be addressed. We are also recommending a few other edits for internal consistency and clarity. Our findings are as follows:

FLU category matrix

- For internal consistency, under the Preservation category, Water Supply needs to be added as a permitted use since there is an associated intensity standard.
- The second footnote, relating to Alternative Temporary Lodging Standards in the Resort Facilities High category, needs to indicate that the required development agreement must follow all required standards in the Countywide Rules, similar to the first footnote for other categories.

LDR Chapter 82 – Definitions

- Newly added definitions for various land uses are consistent with the Countywide Rules.
- While the formulas applied to density, floor area ratio, and impervious surface ratio are substantively consistent with the Rules, the City uses the term “gross land area” where the Rules use “net land area.” Recommend amending the terminology to match the Rules.

LDR Chapter 110 – Zoning

- In the R-3 Medium Density Multifamily Residential zoning district, Institutional is not listed as a permitted use, but an acreage limitation for that use is included under “Special requirements.” It should either be added as a permitted use or the acreage limitation should be deleted.

- Conversely, under the C-1 Tourist Commercial district, Institutional is listed as a special exception use, but there is no acreage limitation. A five-acre maximum needs to be added for consistency with the Retail & Services category of the Countywide Plan Map.
- The zoning districts list certain separate land uses, such as personal service and office support, that are combined into a single definition, such as Personal Service/Office Support. For internal consistency, suggest that use of the terms be made uniform.
- Maximum density/intensity standards for each zoning district are listed under the “Minimum building site area requirements” section. For clarity, recommend moving them to the “Maximum lot coverage” section or another appropriate heading.

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

If you have any questions, please feel free to call me at 727-464-8220 or email me at lfisher@forwardpinellas.org.

Sincerely,



Linda Fisher, AICP
Principal Planner

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2023-30 C-4 Zoning to be consistent with Forward Pinellas

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

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

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

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

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

Ordinance 2023-30 amends the C-4 John's Pass Marine Commercial Zoning District to include uses consistent to the Countywide Plan, provide the "by right" density for temporary lodging use, and details the process for the Alternative Temporary Lodging Use Standards as required in the Countywide Plan. .

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

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

No foreseen direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

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

This ordinance assures that the Madeira Beach Land Development Regulations are consistent with the Countywide Plan in intensity, density, allowed uses and terminology.



Memorandum

Meeting Details: December 13, 2023, Board of Commissioners Regular Meeting
Prepared For: Hon. Mayor Rostek and Board of Commissioners
Staff Contact: Community Development Department
Subject: Ordinance 2023-33 Amendment to Capital Improvement Element of the Comprehensive Plan, 1st Reading and Public Hearing

Background

Each fiscal year, the city is required by Florida Statutes and by its own comprehensive plan to amend its five-year Capital Improvements Program (CIP) and update the Capital Improvements Element of the Comprehensive Plan. The portions of the CIP that are to be reviewed are those facility improvements of \$100,000 or more that affect levels of service standards adopted in the Comprehensive Plan.

Discussion

The Planning Commission recommended approval on November 6, 2023 of Ordinance 2023-33. Forward Pinellas reviewed Ordinance 2023-33, and stated the ordinance is not impacted by the Countywide Rules.

Fiscal Impact

The fiscal impact of the Capital Improvements Program is \$21,262,500.00 for FY 24, \$13,725,500.00 for FY 2025, \$8,146,500.00 for FY 2026, \$8,189,500.00 for FY 2027, \$737,000.00 for FY 2028, \$1,165,000.00 for FY 2029, \$65,000.00 for FY 2030.

Recommendation(s)

Planning Commission and staff recommends approval of Ordinance 2023-33.

Attachments/Corresponding Documents

- Ordinance 2023-33
- Forward Pinellas Email
- Ordinance 2023-33 Business Impact Statement

ORDINANCE 2023-33

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 6, 2023, the City of Madeira Beach Planning Commission conducted a public hearing and accepted public input regarding the update to the Capital Improvement Program (CIP) Schedule of Capital Improvements for the fiscal years 2024 through 2030 in the Capital Improvements Element of Comprehensive Plan of the City of Madeira Beach and provided its recommendation to the Board of Commissioners; 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 the Capital Improvement Program (CIP) Schedule of Capital Improvements of the Capital Improvements Element of the City of Madeira Beach Comprehensive Plan is hereby amended and shall read as follows:

Project Title	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027
Interior and Exterior Maintenance of Structures at Archibald Park	\$350,000.00	-	-	-	-
Beach Groin Renourishment Project	\$3,500,000.00	\$750,000.00	-	-	-
Patriot Park fishing piers rebuild	\$100,000.00	-	-	-	-
Mill and Resurface Parking Lot at Archibald Park	-	\$250,000.00	-	-	-
Pocket Park Improvements	\$150,000.00	-	-	-	-
Construct Code Enforcement Dayroom	\$150,000.00	-	-	-	-
Construct Public Works Building	\$200,000.00	\$2,000,000.00	-	-	-
Replacement of SCBA	-	\$185,000.00	-	-	-
John's Pass Boardwalk Repairs	\$50,000.00	\$50,000.00	\$50,000.00	-	-
Johns Pass Park – Parking lot improvements	\$450,000.00	-	-	-	-
Engineering and Construction of a City Parking Garage	\$250,000.00	\$3,000,000.00	\$3,000,000.00	-	-
Construct Basketball Court Enclosure	-	\$300,000.00	-	-	-
Construct Concession Stand	\$250,000.00	-	-	-	-
Renovate Dog Park	\$200,000.00	-	-	-	-
Install Recreation Center Solar Panels	\$100,000.00	-	-	-	-
Shade Awnings and Dugout Replacement	-	\$150,000.00	-	-	-
Resurfacing of Marina Parking Area	-	-	\$400,000.00	-	-
Seawall Renovation Project at City Marina	-	\$200,000.00	-	-	-
Construct Transient Docks at City Marina	\$200,000.00	\$1,000,000.00	-	-	-
Parking Equipment – City Wide	-	-	-	\$225,000.00	\$225,000.00
Replace a 2016 Peterbilt garbage truck	-	\$290,000.00	-	-	-
Watershed Management Plan	\$95,000.00	\$48,000.00	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 3 – East Parsley, West Parsley, Marguerite, A Street, B Street, and Lynn Way	\$1,500,000.00	\$1,500,000.00	-	-	-

Mill and resurface, curb repair, and stormwater drainage improvements at Area 5 – 131 st Ave E & 129 th Ave.	\$1,000,000.00	\$1,000,000.00	-	-	-	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 6 – 155th Ave, 154th Ave, 153rd Ave, 1st St E, 2nd St E, Harbor Dr and Municipal Dr	\$200,000.00	\$2,000,000.00	\$1,500,000.00	-	-	-	-	-
Emergency Stormwater Repairs throughout the City	\$200,000.00	\$200,000.00	\$200,000.00	-	-	-	-	-
Gulf Lane and Beach Access Drainage and Roadway Improvement Project	\$2,500,000.00	-	-	-	-	-	-	-
Generator replacement for 141st Stormwater Station	\$125,000.00	-	-	-	-	-	-	-

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Military Honor Court</u>	Construction of the Military Honor Court	<u>250,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #44</u>	Replace 2018 Caterpillar Backhoe	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>85,000</u>	<u>-</u>	<u>-</u>
<u>Replace #19</u>	Replace 2004 Ford F550	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace 2016 Duralift mounted bucket</u>	Replace Duralift mounted buck on truck #19	<u>-</u>	<u>-</u>	<u>45,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Painting of Fire Station</u>	Painting of Fire Station	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replacement of SCBA</u>	Replacement of Self Contained Breathing Apparatus	<u>-</u>	<u>250,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replacement of Bunker Gear - Lucas</u>	Replacement of Bunker Gear per NFPA - Lucas	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,000</u>	<u>-</u>
<u>Replacement of Portable Radios</u>	Replacement of portable radios and updating the communications equipment per replacement plan	<u>53,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Replacement of Portable Radios Emergency Communications</u>	<u>Replacement schedule - Portable Radios for Emergency Communications</u>	-	-	-	-	-	-	55,000
<u>Replacement of Kitchen Appliances</u>	<u>Replacement of Kitchen Appliances</u>	-	-	12,000	-	-	-	-
<u>Replacement of Mobile Data Terminals</u>	<u>Replacement of MDTs with refurbished 3 yr warranty Panasonic Toughbooks</u>	-	11,000	-	-	-	-	-
<u>Replacement of Bunker Gear per NFPA - Ubiles</u>	<u>Replacement of Bunker Gear per NFPA - Ubiles</u>	-	-	-	4,500	-	-	-
<u>Replacement of Bunker Gear - Whitfield</u>	<u>Replacement of Bunker Gear per NFPA - Whitefield</u>	-	-	-	-	-	-	5,000
<u>Replacement of Bunker Gear - Wasilewski</u>	<u>Replacement of Bunker Gear per NFPA - Wasilewski</u>	-	-	-	-	-	-	5,000
<u>Replacement of Bunker Gear - Roberts</u>	<u>Replacement of Bunker Gear per NFPA - Roberts</u>	-	-	4,500	-	-	-	-

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<u>Replacement of Bunker Gear - Childers</u>	<u>Replacement of Bunker Gear per NFPA - Childers</u>	<u>-</u>	<u>4,500</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replacement of MDTs</u>	<u>Replacement schedule of Mobile Data Terminals</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,000</u>	<u>-</u>	<u>-</u>
<u>Replacement of all 2017 sets of bunker gear per NFPA</u>	<u>Per NFPA 10 yr old bunker gear must be replaced - primary or secondary</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replacement Appliances - Laundry</u>	<u>Replacement of 10 yr old appliances in the fire station (laundry)</u>	<u>8,500</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Brick Pavers under shade awnings</u>	<u>Paver area under two shade awnings in Ball Field Area.</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

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<u>Engineering for Concession/Basketball Court Facility</u>	<u>Engineering for Concession/Basketball Court Facility on existing tennis court location. Increased size of restrooms and enclosure of courts to expand programming offerings.</u>	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Public Works & Building Services Facility</u>	<u>Building for Public Works employees & vehicles and Building Services operations.</u>	<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Johns Pass Park - Parking lot Improvements</u>	<u>Mill, Resurface, Stripe, and Improve Johns Pass Parking lot area.</u>	<u>450,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Quick Response Vehicle</u>	<u>Quick Response Vehicle (LOST Fund)</u>	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Replacement of T125</u>	<u>Replacement schedule of 2017 Rosenbauer Truck 25</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,100,000</u>	<u>-</u>
<u>Replacement of 2014 Polaris Ranger</u>	<u>Replacement of 2014 Polaris Ranger</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replacement of 2017 Explorer</u>	<u>Replacement of Fire Chief's vehicle per City's vehicle replacement plan LOST Fund</u>	<u>-</u>	<u>55,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Concession Stand</u>	<u>Engineering and Construction of Concession Stand Replacement. Upgrade of restroom facilities, concession kitchen, storage, and office space.</u>	<u>-</u>	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Recreation Center Solar</u>	<u>Solar on roof of Recreation Center - BP Funds</u>	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Dog Park</u>	<u>Dog park upgrade. Synthetic turf and other improved features.</u>	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Shade Awnings and Dugout Replacement</u>	<u>Replace dugouts and add shade awnings to Recreation Fields.</u>	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Basketball Court Enclosure</u>	<u>Building to enclose existing basketball court.</u>	<u>-</u>	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Concrete around Field 2</u>	<u>Concrete on both sides of Field 2 to replace existing shell which is currently in place. Improves seating access and minimizes maintenance to the area.</u>	<u>30,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>City Centre Complex Sidewalk</u>	<u>Replacement of Sidewalk along Rex Place</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Recreation Truck</u>	<u>Vehicle Replacement for #20 - Chevy Silverado</u>	<u>-</u>	<u>40,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Passenger Van Replacement</u>	<u>Vehicle Replacement for #97 - Ford Van</u>	<u>-</u>	<u>-</u>	<u>40,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Bus Replacement for Social Club</u>	<u>Replacement of E450 Bus with larger, handicap accessible bus for Senior Program.</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Roadway Resurfacing Village Blvd, Boardwalk Pl, & Surface Lot</u>	<u>Mill and resurface Village Blvd, Boardwalk Place, and the surface parking lot.</u>	<u>-</u>	<u>1,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Archibald Restroom rebuild.</u>	<u>Demo and Rebuild Archibald Restrooms</u>	<u>1,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Parking lot light repair</u>	<u>Repair the current light system for the parking lot</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Beach Groin Renourishment Project</u>	<u>50% Match Grant with FDEP to renourish the 22-23 exposed beach groins.</u>	<u>3,500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Park Improvements</u>	<u>Enhance pocket parks in Boca Ciega neighborhood</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Mill and Resurface parking lot at Archibald</u>	<u>Mill and Resurface the parking lot and thermo stripe</u>	<u>-</u>	<u>450,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Patriot Park Fishing Piers rebuild</u>	<u>Rebuild 2 fishing piers located at Patriot Park</u>	<u>125,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #36</u>	<u>Replace #36 a Chevy 1500 with a utility bed</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>#40 Replacement</u>	<u>Replace #40 a 2009 F350 dump truck</u>	<u>-</u>	<u>-</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Purchase new F250 Utility Truck</u>	<u>Purchase new F250 utility truck for Grounds Maint. Employee.</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Replace #112</u>	<u>Replace 2018 Chevy 1500 with liftgate</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #109</u>	<u>Replace 2016 John Deere Gator 825i</u>	<u>-</u>	<u>-</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Landscape equipment</u>	<u>Landscape equipment needed to maintain city parks.</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Satellite office</u>	<u>Satellite office for Building Department - in conjunction with new Public Works facility</u>	<u>700,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>New 150hp motor for Building Department boat</u>	<u>New motor for Building Department boat</u>	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>New Ford Lightning Truck</u>	<u>New Building Department Vehicle</u>	<u>65,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Boat Power Poles</u>	<u>Anchor system for building department boat</u>	<u>6,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #21 Broyhill Load & Pack</u>	<u>Replace #21 Broyhill Load & Pack</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>275,000</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Replace #29</u>	<u>Replace #29</u> <u>2019 Kenworth</u> <u>T880 with 32 yd</u> <u>Heil Packer</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>325,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #68</u>	<u>Replace 2019</u> <u>F250 with Easy</u> <u>Dump</u>	<u>-</u>	<u>-</u>	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #33</u>	<u>Replace # 33 a</u> <u>2016 Peterbilt</u> <u>Garbage truck.</u>	<u>325,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #26</u>	<u>Replace #26 a</u> <u>2020 Kenworth</u> <u>T880 with 32</u> <u>Yd Heil Packer</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>350,000</u>	<u>-</u>	<u>-</u>
<u>Truck Lift</u> <u>Improvement -</u> <u>96 gallon cans</u>	<u>Truck Lift</u> <u>Improvement -</u> <u>96 gallon cans.</u> <u>Three trucks 2</u> <u>lifts each for</u> <u>total of 6 units.</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #18</u>	<u>Replace #18</u> <u>2023 Peterbuilt</u> <u>Claw truck</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>275,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #3</u>	<u>Replace 2019</u> <u>F250 with Easy</u> <u>Dump</u>	<u>-</u>	<u>-</u>	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Dual Bin Cleaner</u> <u>Trailer Mounted</u>	<u>Dual Bin Trailer</u> <u>mounted cleaner</u> <u>to clean 64G &</u> <u>96G containers</u>	<u>80,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Replace #5</u>	<u>Replace a 2019 Chevy Silverado 1500 with a liftgate</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #24</u>	<u>Replace a 2019 Chevy Silverado 1500 with a liftgate</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Area 5 - 131st Ave E & 129th Ave.</u>	<u>Mill & Resurface, Curb Repair, and Stormwater drainage improvements</u>	<u>2,005,000</u>	<u>495,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Area 4</u>	<u>E Madeira Ave, N Bayshore to 145th, 1st Ave E, 148th Ave, 147th Ave, 146th Ave, 145th Ave. Mill & Resurface, Curb Repair, and Stormwater drainage improvements.</u>	<u>-</u>	<u>-</u>	<u>200,000</u>	<u>7,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Area 6a - 155th Ave, 154th Ave, 153rd Ave, 1st St E, 2nd St E, Harbor Dr and Municipal Dr</u>	<u>Mill and resurface, fix curbing and upgrade stormwater inlets and outfalls as needed</u>	<u>500,000</u>	<u>4,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Area 9</u>	<u>Bay Point, Pruitt, Sunset Cove, Virginia, S Bayshore, & Marlyn Way Mill Resurface, Storm Repair/replacement and Curb</u>	<u>-</u>	<u>200,000</u>	<u>7,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Area 7</u>	<u>American Legion Dr. Mill & Resurface, Curb Repair, and Stormwater drainage improvements</u>	<u>-</u>	<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Area 3 - East Parsley, West Parsley, Marguerite Dr, A Street, B Street, and Lynn Way</u>	<u>Mill & Resurface, Curb Repair, and Stormwater drainage improvements</u>	<u>4,000,000</u>	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Gulf Lane and Beach Access Drainage and Roadway Improvement Project</u>	<u>Mill & Resurface, Curb Repair, and Stormwater drainage improvements</u>	<u>1,800,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Replace #70</u>	<u>Replace 2021 F250 with Utility Body</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>
<u>Replace #111 - 2016 Chevy Silverado 2500</u>	<u>Replace a 2016 Chevy Silverado 2500 - With a similar truck for use during flooding</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Generator replacement for 141st Stormwater Station</u>	The current generator was installed in 2007 and is near the end of its life. Staff would like to run natural gas to cut down on maintenance and fuel costs. Duke proposed an estimate of \$29,000 to run the gas line from Gulf Blvd. Generator Cost estimate at \$60,0000	90,000	-	-	-	-	-	-
<u>Replace #77</u>	Replace 2018 Elgin Whirlwind Street Sweeper	-	-	350,000	-	-	-	-
<u>Replace #110 - 2016 Chevy Silverado 2500</u>	Replace a 2016 Chevy Silverado 2500 - With a similar truck for use during flooding	-	60,000	-	-	-	-	-

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<u>Transient Docks</u>	Year 1 - Engineering & Design Year 2 - Construction	<u>200,000</u>	<u>1,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Enclose Old Boat Pamp</u>	Connect seawalls along old boat ramp. Remove trees and install a matching vinyl fence. This area will be filled and have a proper EPA approved boat wash down facility. The old washdown facility will be converted into car parking.	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Resurfacing Marina Parking Area</u>	Recoat and resurface asphalt parking area around Marina.	<u>-</u>	<u>-</u>	<u>-</u>	<u>400,000</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Seawall Project</u>	<u>Replace 360' of sea wall from the fuel dock to the boat ramp. Cost of 6' high seawall is at \$450.00 per foot.</u>	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Digital Information Sign</u>	<u>Install a high quality informational digital sign in front of the Marina adjacent to 150th avenue. The sign will be used to broadcast public information about Madeira Beach and the Marina.</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>ParkSmart's in/on-ground smart sensors</u>	<u>ParkSmart's innovative in/on-ground smart sensors monitor individual parking spaces and relay occupancy.</u>	<u>-</u>	<u>50,000</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>Project Title</u>	<u>Item Name</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
<u>Parking Garage</u>	<u>Engineering services for parking garage and construction of the garage</u>	<u>3,000,000</u>	<u>3,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>A parking meter/kiosk</u>	<u>A parking meter/kiosk system can significantly benefit the parking department.</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,000</u>	<u>15,000</u>	<u>-</u>	<u>-</u>
<u>New Parking Vehicle</u>	<u>Having an additional vehicle for the parking department would be incredibly helpful in many ways. First and foremost, it would allow for increased efficiency and productivity.</u>	<u>35,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Total:</u>		<u>\$21,262,500</u>	<u>\$13,725,500</u>	<u>\$8,146,500</u>	<u>\$8,189,500</u>	<u>\$737,000</u>	<u>\$1,165,000</u>	<u>\$65,000</u>

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

Section 3. 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 4. Pursuant to Section 163.3184(3), Florida Statutes, the effective date of this plan amendment, if the amendment is not timely challenged, is 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment is effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution will be sent to the state land planning agency.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

James "Jim" Rostek, 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: _____

From: [Fisher, Linda A](#)
To: [Morris, Andrew](#)
Cc: [Jenny Rowan](#); [Wennick, Emma](#)
Subject: RE: Ordinance 2023-33 Amendment to Capital Improvement Element of Comprehensive Plan and Ordinance 2023-21 Dune Protection and Beach Debris
Date: Wednesday, October 25, 2023 12:46:46 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Hi Andrew,

Thank you for submitting these ordinances. Since they don't touch on any topic areas that are addressed in the Countywide Rules, they don't require a consistency review. Do you need that in a formal letter, or will this email suffice?

Best,
Linda



Linda Fisher, AICP
 Principal Planner
 Direct: 727-424-3351
 Main: 727-464-8250
forwardpinellas.org



Forward Pinellas serves as the planning council and metropolitan planning organization for Pinellas County.

All government correspondence is subject to the public records law.

From: Morris, Andrew <Amorris@madeirabeachfl.gov>
Sent: Tuesday, October 24, 2023 9:43 AM
To: Fisher, Linda A <lfisher@forwardpinellas.org>
Cc: Jenny Rowan <jrowan@madeirabeachfl.gov>
Subject: Ordinance 2023-33 Amendment to Capital Improvement Element of Comprehensive Plan and Ordinance 2023-21 Dune Protection and Beach Debris

CAUTION: *This message has originated from outside of the organization. **Do not** click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe.*

Linda,

At our next Planning Commission meeting, we will have two ordinances being heard. Ordinance 2023-33 is an amendment to the Capital Improvement Element of the Comprehensive Plan and Ordinance 2023-21 is for dune protection and beach debris. Could Forward Pinellas review these Ordinances to make sure they are in compliance with the Countywide Rules? Thank you.

Best Regards,

Andrew Morris

Andrew Morris, AICP
Long Range Planner
300 Municipal Drive
Madeira Beach, FL 33708
O: (727) 391-9951 Ext. 296
Email: amorris@madeirabeachfl.gov



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

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Business Impact Estimate

Proposed ordinance's title/reference: ORDINANCE 2033-33, AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Each fiscal year, the City is required by Florida Statutes and by its own comprehensive plan to amend its 5-year Capital Improvements Program (CIP) and update the Capital Improvements Element of the Comprehensive Plan.

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

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

The fiscal impact of the Capital Improvement Program (CIP) for the City of Madeira Beach is \$21,262,500.00 for FY 24, \$13,725,500.00 for FY 2025, \$8,146,500.00 for FY 2026, \$8,189,500.00 for FY 2027, \$737,000.00 for FY 2028, \$1,165,000.00 for FY 2028, \$65,000.00 for FY 2030. It is not foreseen there would be direct economic impacts on private businesses by the proposed ordinance.

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

There is no foreseen impact on businesses with the proposed ordinance. The fiscal impact of the Capital Improvement Program (CIP) would be on the City of Madeira Beach.

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

This ordinance assures that the Madeira Beach Comprehensive Plan is consistent with Florida Statutes.



Memorandum

Meeting Details: December 13, 2023 - BOC Regular 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 (see Activity Centers in Pinellas County 2019). 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

- Forward Pinellas CW 23-03 JPVAC: Notification of Local Government Action on Forward Pinellas's Alternative Recommendation for Countywide Plan Map Amendment CW 23-03
- Ordinance 2023-01 (Alt Compromise Revision Draft)
- Ordinance 2023-02 (Alt Compromise Revision Draft)
- Exhibit A: John's Pass Village Activity Center Plan (Alt Compromise Revision Draft)
- Activity Centers in Pinellas County 2019
- Countywide Rules Activity Center
- Countywide Rules Alternative Temporary Lodging Use Standards
- Countywide Rules Alternative Compromise
- JPV Activity Center Presentation
- Statewide Agency Responses



September 15, 2023

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

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

Dear Mayor Rostek:

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Whit Blanton'.

Whit Blanton, FAICP
Executive Director

Enclosures

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

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: _____

September 13, 2023



6B1. Case CW 23-03 Madeira Beach

REQUESTED AMENDMENT

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

The proposed amendment is submitted by the City of Madeira Beach to amend parcels from Residential Medium, Resort, Retail & Services and Recreation/Open Space to the Activity Center category, with a Community Center subcategory designation. The proposed amendment will create the John’s Pass Village Activity Center. The Activity Center category is intended to “recognize those areas of the county within each local government jurisdiction that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate density/intensity and pertinent planning considerations. It is the intent of this category to recognize those important, identifiable centers of business, public and residential activity, as may be appropriate to the particular circumstance, that are the focal point of a community and served by enhanced transit commensurate with the type, scale and intensity of use. Activity Centers are designated at a size and scale that allows for internal circulation by pedestrians, bicyclists and transit users, and typically encompass areas developed in a radial pattern within walking distance (1/4 to 1/2 mile) of a central point or hub served by transit.” The Community Center subcategory allows for up to 90 units per acre (UPA) for residential density, up to 150 UPA for temporary lodging and a maximum of 3.0 floor area ratio (FAR) for nonresidential or mixed-use buildings.

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

Table 1: Current Countywide Plan Map Categories

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

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

HISTORICAL CONTEXT

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

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

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

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

AMENDMENT AREA BACKGROUND

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

EXISTING DENSITIES AND INTENSITIES

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

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

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

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

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

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

The city has identified that the existing local future land use categories and corresponding Countywide Plan Map categories illustrate three fundamental issues that are problematic to the long-term viability and enhancement of John's Pass Village (from page 28 of Attachment 2):

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

PROPOSED ACTIVITY CENTER PLAN

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

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

Character District	Allowable Uses	Maximum Allowable Density (UPA)	Maximum Allowable Intensity (FAR)	Current Corresponding Countywide Plan Map Category	Current Countywide Allowable Standards
Traditional Village District <i>Defined by massing, rhythm, minimal setbacks orientation of buildings to the street and active ground-level retail</i>	Residential; Temporary Lodging, and Commercial	Residential 15 UPA; Temporary Lodging 45 UPA	2.5 FAR (3.0 FAR permitted with Development Agreement)	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Commercial Core District <i>Defined by orientation of buildings to the street, wide walks, ground-level and upper-level commercial, business access, build-to lines and upper-level tourist facilities</i>	Residential; Temporary Lodging; and Commercial	Residential 15 UPA; Temporary Lodging 60 UPA (100 UPA permitted for Temporary Lodging with Development Agreement)	2.5 FAR (3.0 FAR permitted with Development Agreement)	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Boardwalk District <i>Defined by rustic, unfinished "fishing village" style of commercial buildings accessible from the second floor along the boardwalk</i>	Commercial, Commercial Recreation, and Services	Residential 0 UPA; Temporary Lodging 0 UPA	1.5 FAR (2.0 FAR permitted with Development Agreement)	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Low Intensity Mixed Use District <i>Defined by mix of residential and temporary lodging uses of various tenure and type</i>	Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area	Residential 18 UPA; Temporary Lodging 50 UPA (60 UPA permitted for Temporary Lodging with Development Agreement)	1.5 FAR (2.0 FAR permitted with Development Agreement)	Residential Medium	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Traditional Village District	Residential; Temporary	Residential 15 UPA;	2.5 FAR (3.0 FAR	Commercial General	Residential 15 UPA;

<i>Defined by massing, rhythm, minimal setbacks orientation of buildings to the street and active ground-level retail</i>	Lodging, and Commercial	Temporary Lodging 45 UPA	permitted with Development Agreement)		Temporary Lodging 60 UPA; 1.2 FAR
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TRANSPORTATION CONSIDERATIONS

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

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

SUMMARY

The proposed Activity Center, character districts, associated uses and maximum allowable densities and intensities would address and reconcile existing inconsistencies within the John’s Pass Village amendment area. Activity Centers are intended to be areas that are the focal point of a community, are walkable, and served by enhanced transit commensurate with the type, scale and intensity of use. Within the JPVAC, Gulf Boulevard has more dense development concentrations than the lower-density residential areas around the city. Furthermore, while Gulf Boulevard is designated as a future secondary transit corridor on the Forward Pinellas Land Use Strategy Map, the proposed amendment area is not at the intersection of two corridors, nor does the amendment area meet the minimum acreage standard of 50 acres.

FINDINGS

Staff submits the following findings in support of the recommendation for an alternative compromise:

- A. The proposed amendment area is not identified on the Land Use Strategy Map as an existing or future Activity Center.
- B. The amendment area does not meet the 50-acre minimum for a Community Center subcategory; however, it does meet the acreage minimum for the Neighborhood Center subcategory.
- C. The amendment area is not located at the intersection of two future transit corridors.
- D. The proposed amendment does involve impacts to the Coastal High Hazard Area. These impacts are further discussed in detail in the attached staff analysis.

- E. The sidewalk network in the amendment area is disconnected and will hinder the area's ability to serve as a safe, walkable destination for residents and visitors.

Please see accompanying attachments and documents in explanation and support of these findings to include an alternative compromise recommendation.

LIST OF MAPS & ATTACHMENTS:

Map 1	Location Map
Map 2	Jurisdictional Map
Map 3	Aerial Map
Map 4	Current Countywide Plan Map
Map 5	Proposed Countywide Plan Map
Map 6	CHHA Map
Map 7	Character Districts Map
Map 8	Existing FAR Map
Map 9	Proposed MAX FAR Map
Map 10	Existing Density Map
Map 11	Proposed Max Density Map

Forward Pinellas Staff Analysis
 Ordinance 2023-01 with JPVAC Plan
 Memo from Pinellas County Emergency Management
Citizen Comments
City Staff Presentation
Forward Pinellas Staff Presentation

MEETING DATES:

Planners Advisory Committee, September 5, 2023 at 1:30 p.m.
 Forward Pinellas, September 13, 2023 1:00 p.m.
 Countywide Planning Authority, October 17, 2023 at 9:30 a.m.

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

FORWARD PINELLAS BOARD RECOMMENDATION: The board met on September 13, 2023 and voted 11-0 to recommend an alternative compromise for this proposed amendment.

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.

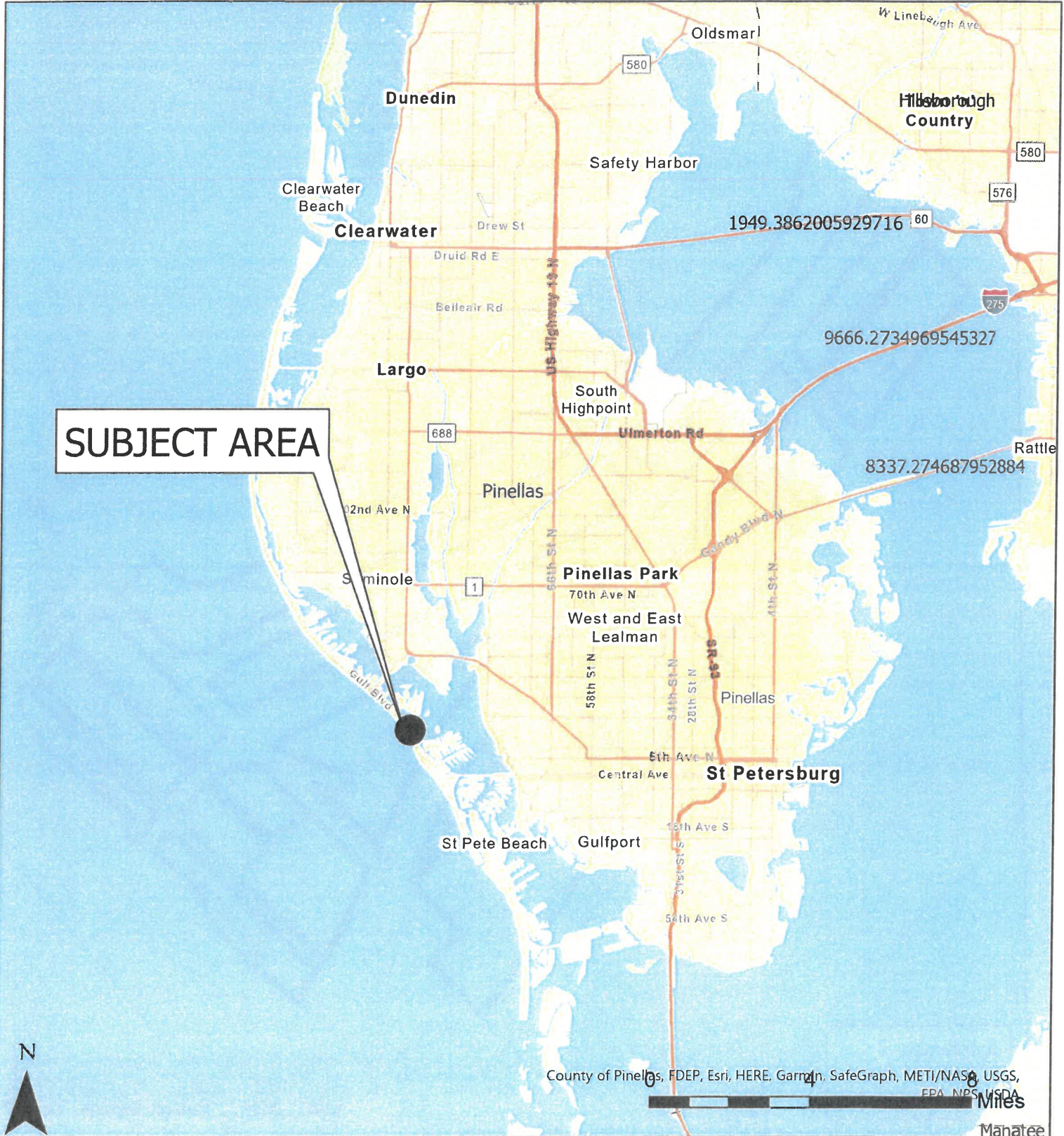
SEC. 6.3.1 ALTERNATIVE COMPROMISE RECOMMENDATION.

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.

Case CW23-03

Map 1: Location Map



JURISDICTION: Madeira Beach

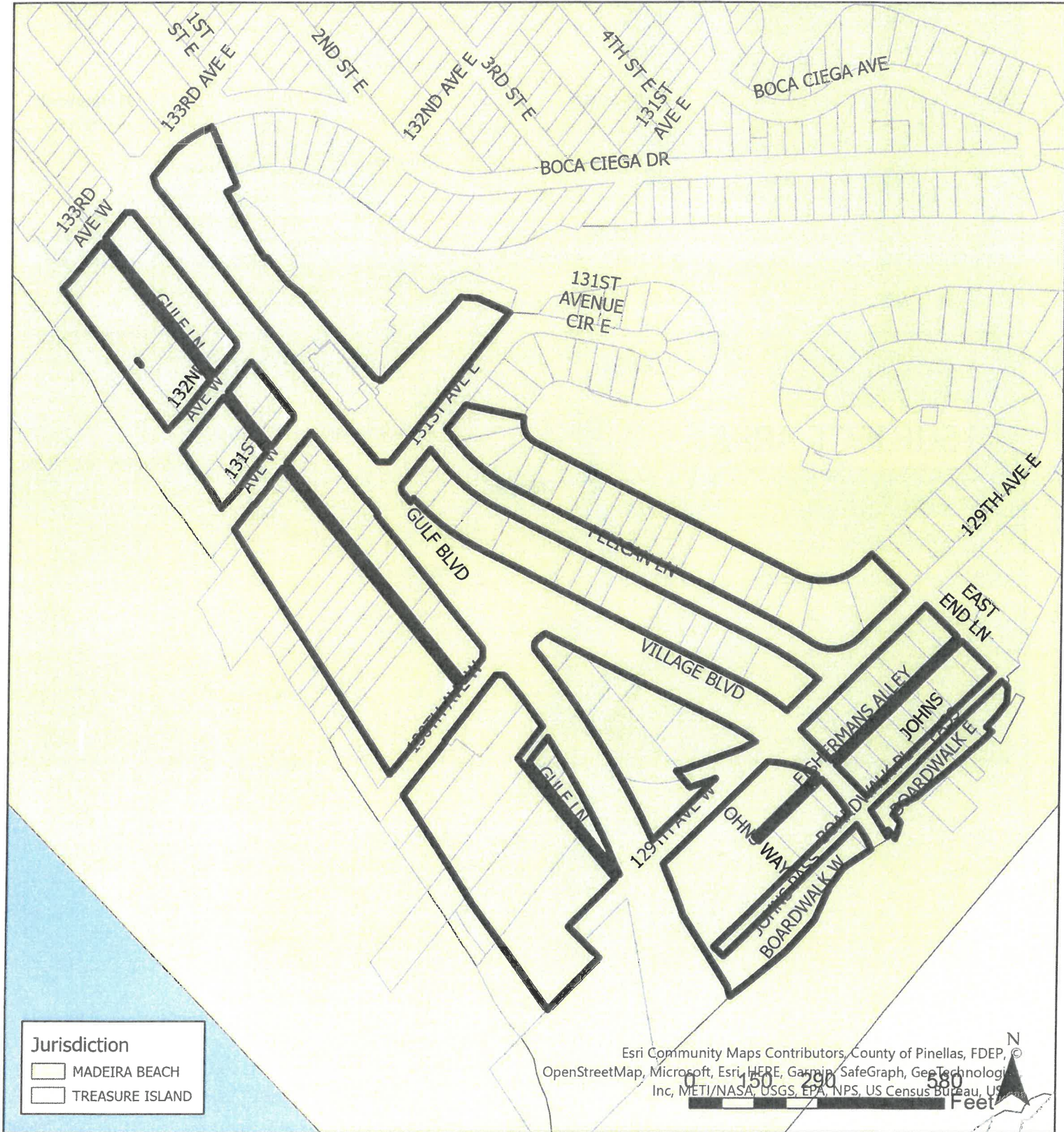
AREA: 27.04 acres m.o.l.

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

TO: Activity Center

Case CW23-03

Map 2: Jurisdictional Map



JURISDICTION: Madeira Beach **FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space**

AREA: 27.04 acres m.o.l. **TO: Activity Center**

Case CW23-03

Map 3: Aerial Map



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

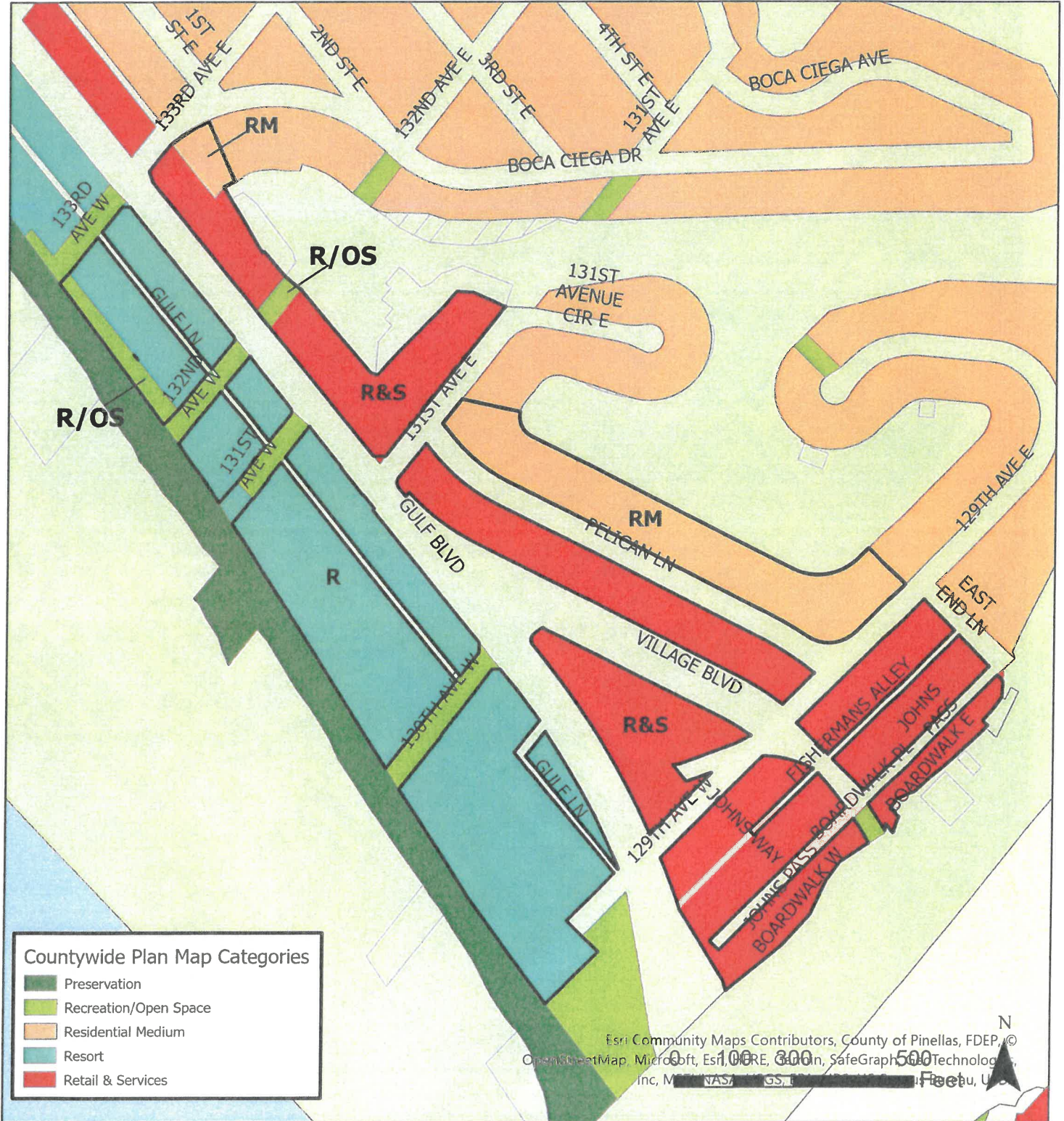
**FROM: Residential Medium, Resort,
 Retail & Services, Recreation/Open Space**
TO: Activity Center

Case CW23-03

Map 4: Current Countywide Plan Map



FORWARD
PINELLAS

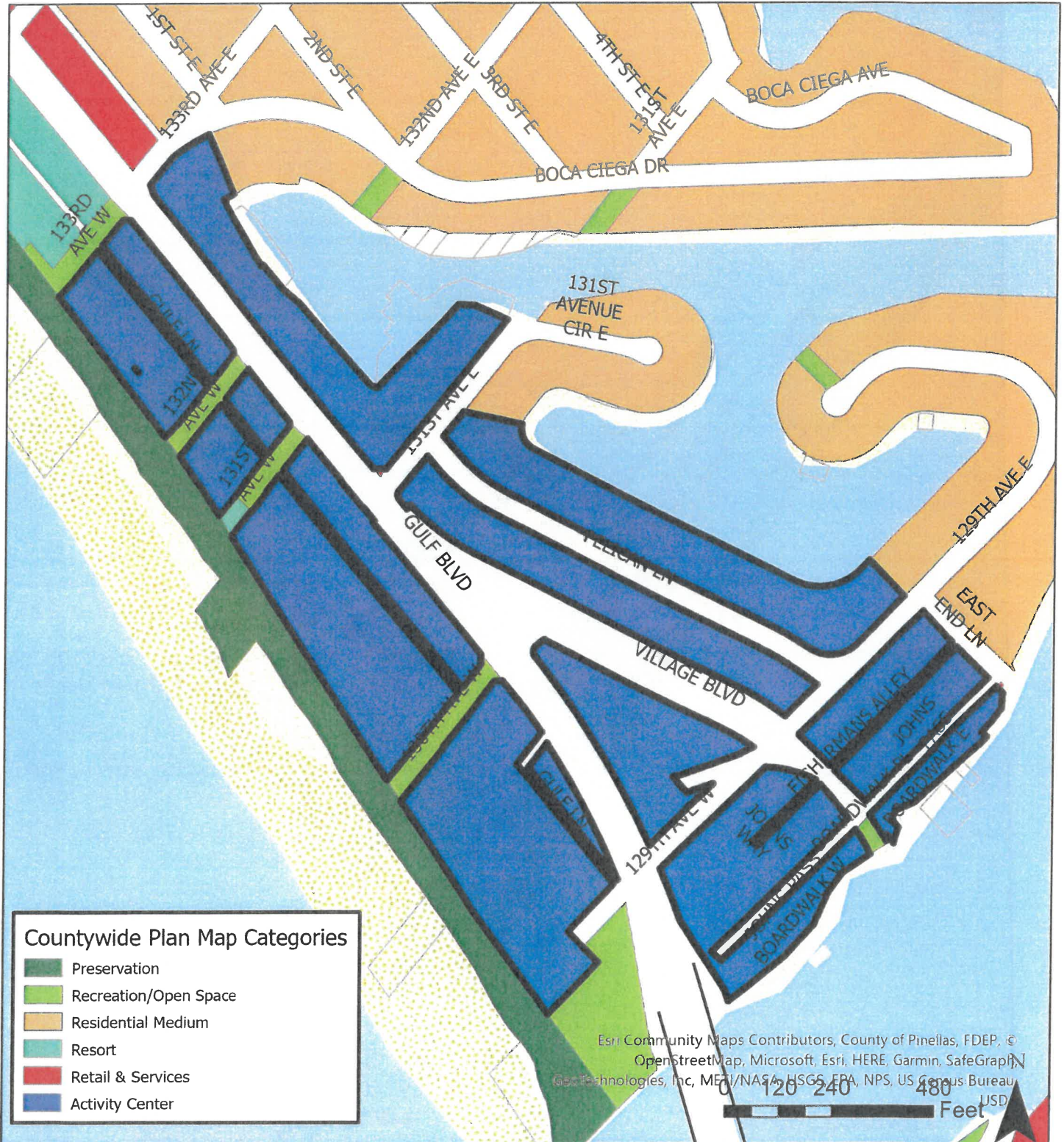


JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

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

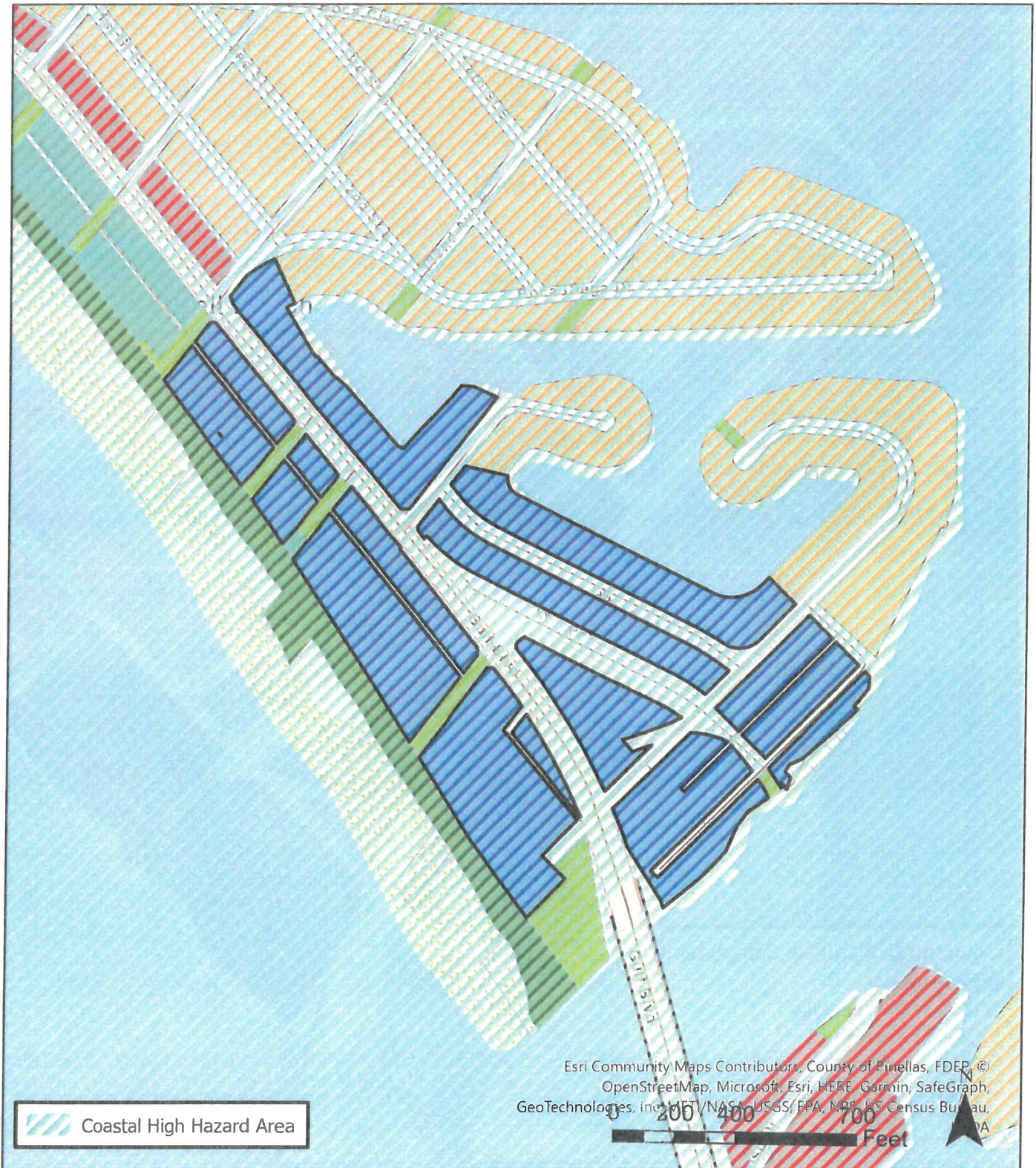
Case CW23-03

Map 5: Proposed Countywide Plan Map



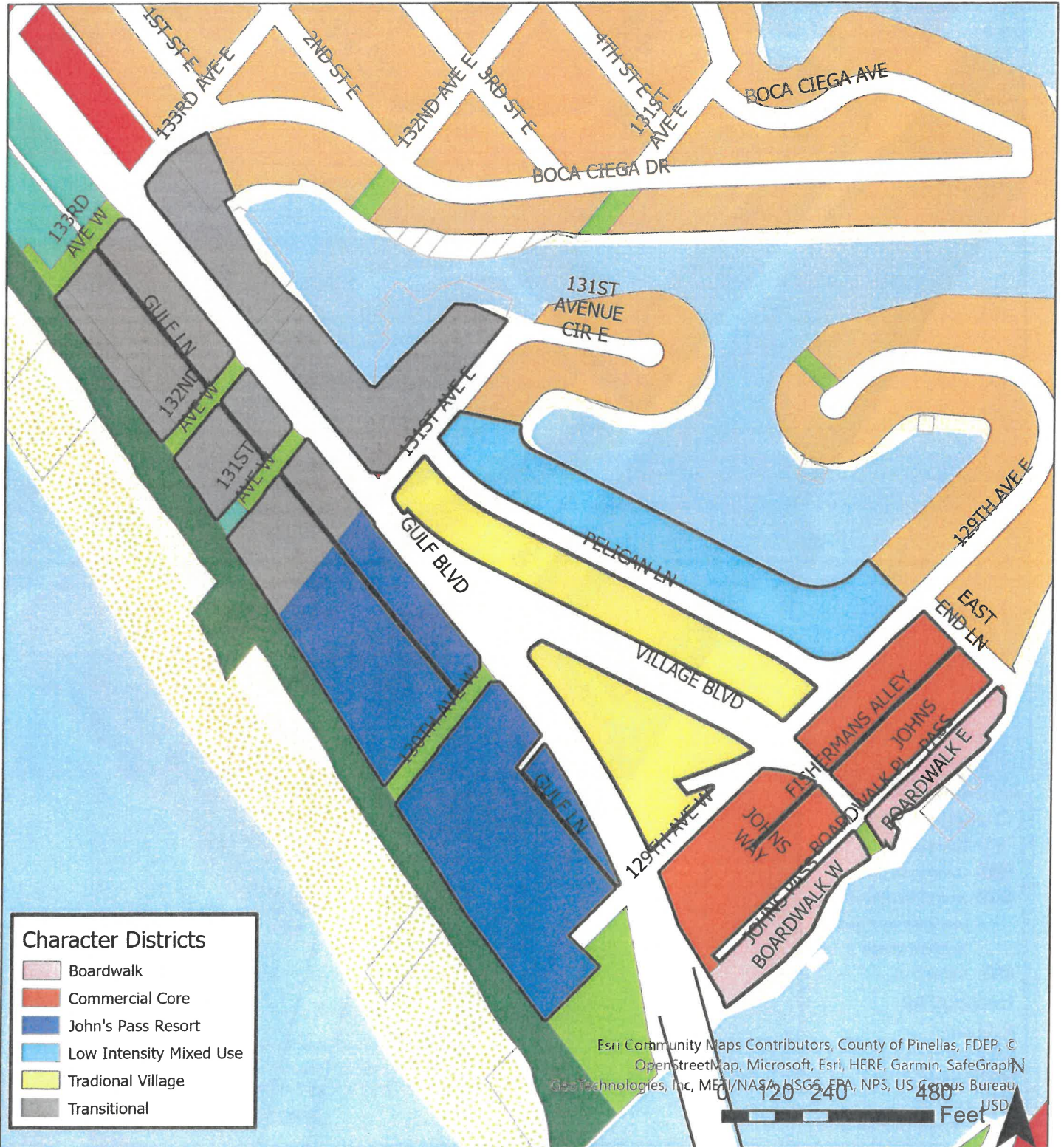
JURISDICTION: Madeira Beach **FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space**

AREA: 27.04 acres m.o.l. **TO: Activity Center**



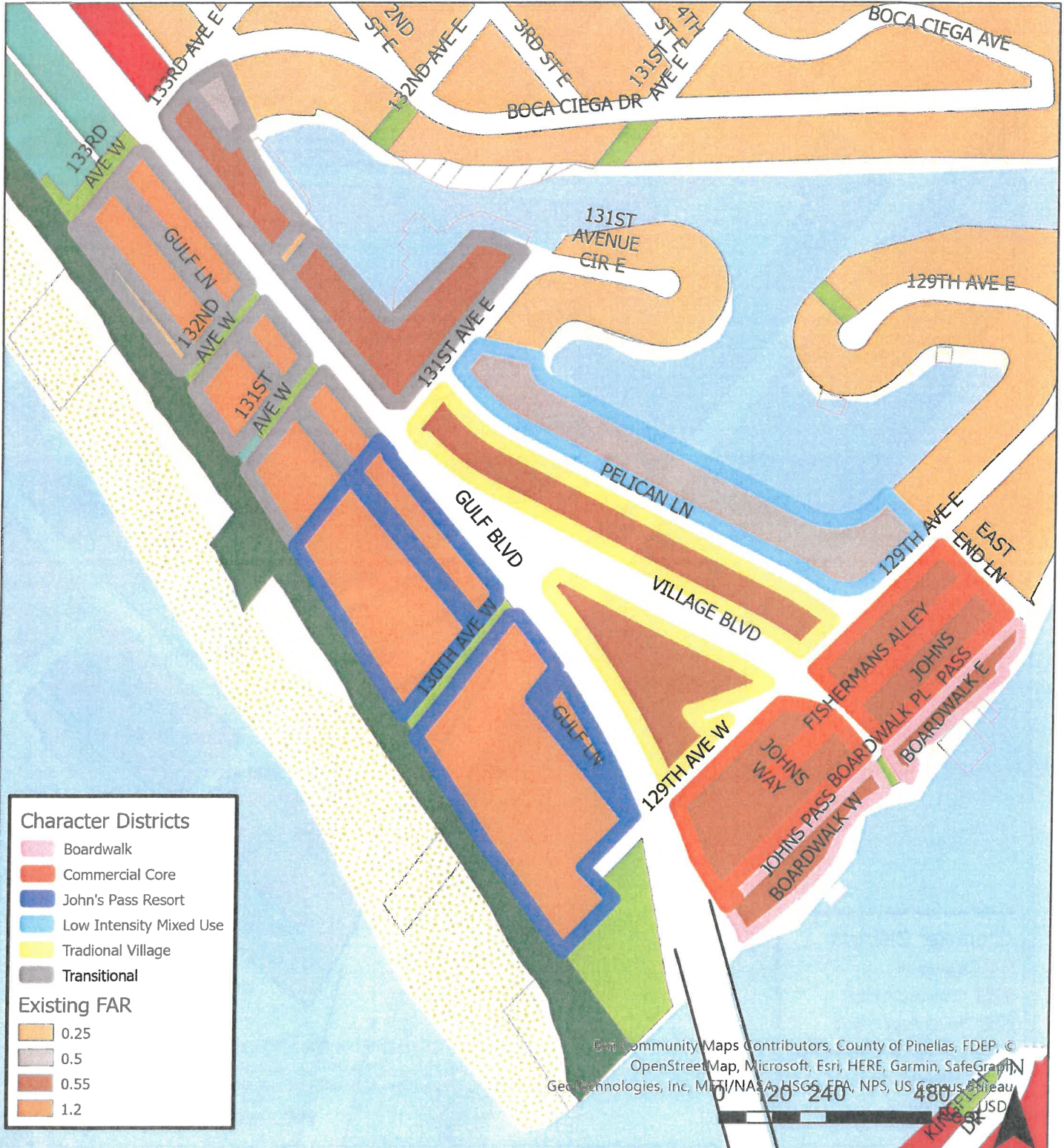
JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

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



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

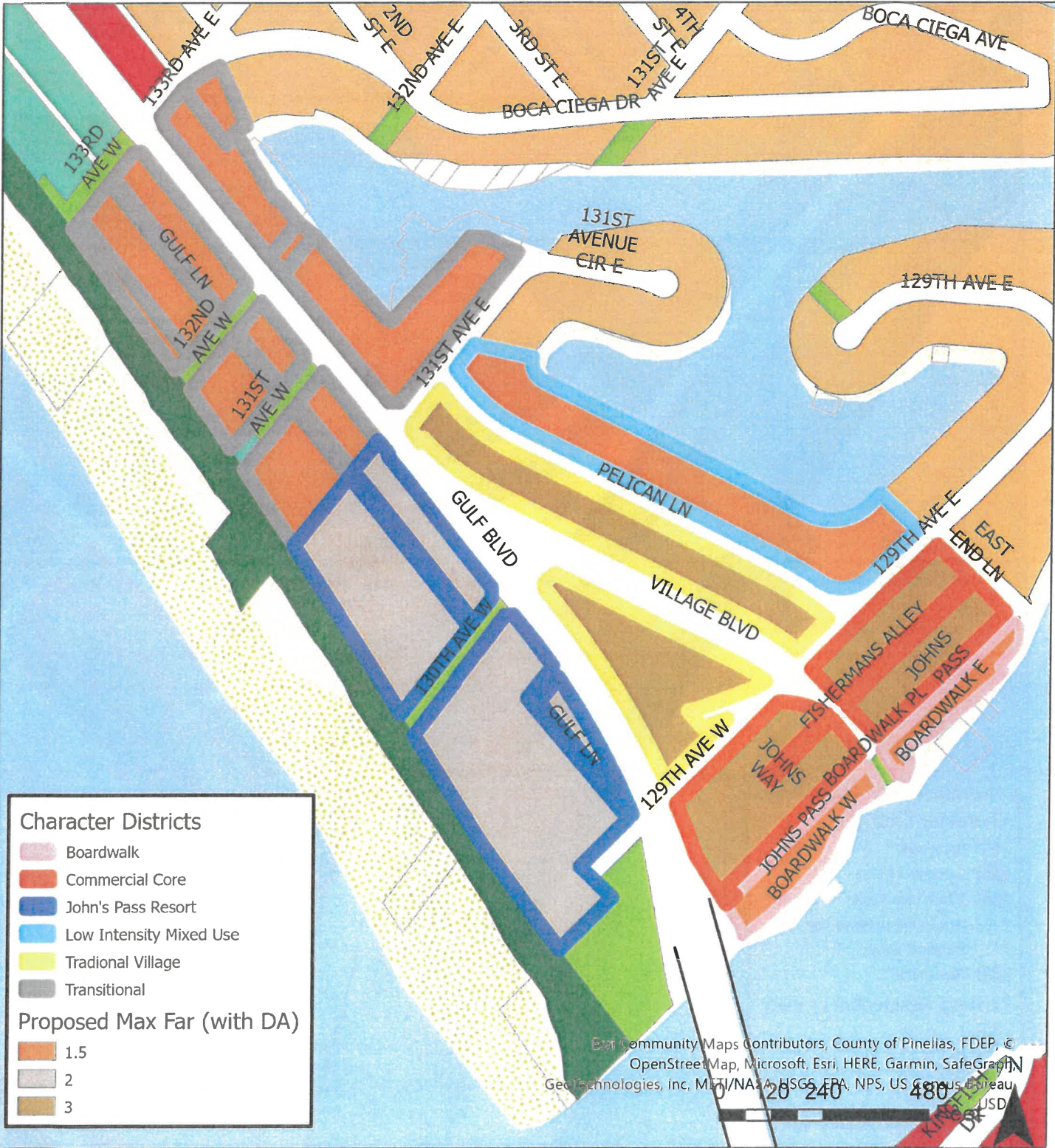
FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space
TO: Activity Center



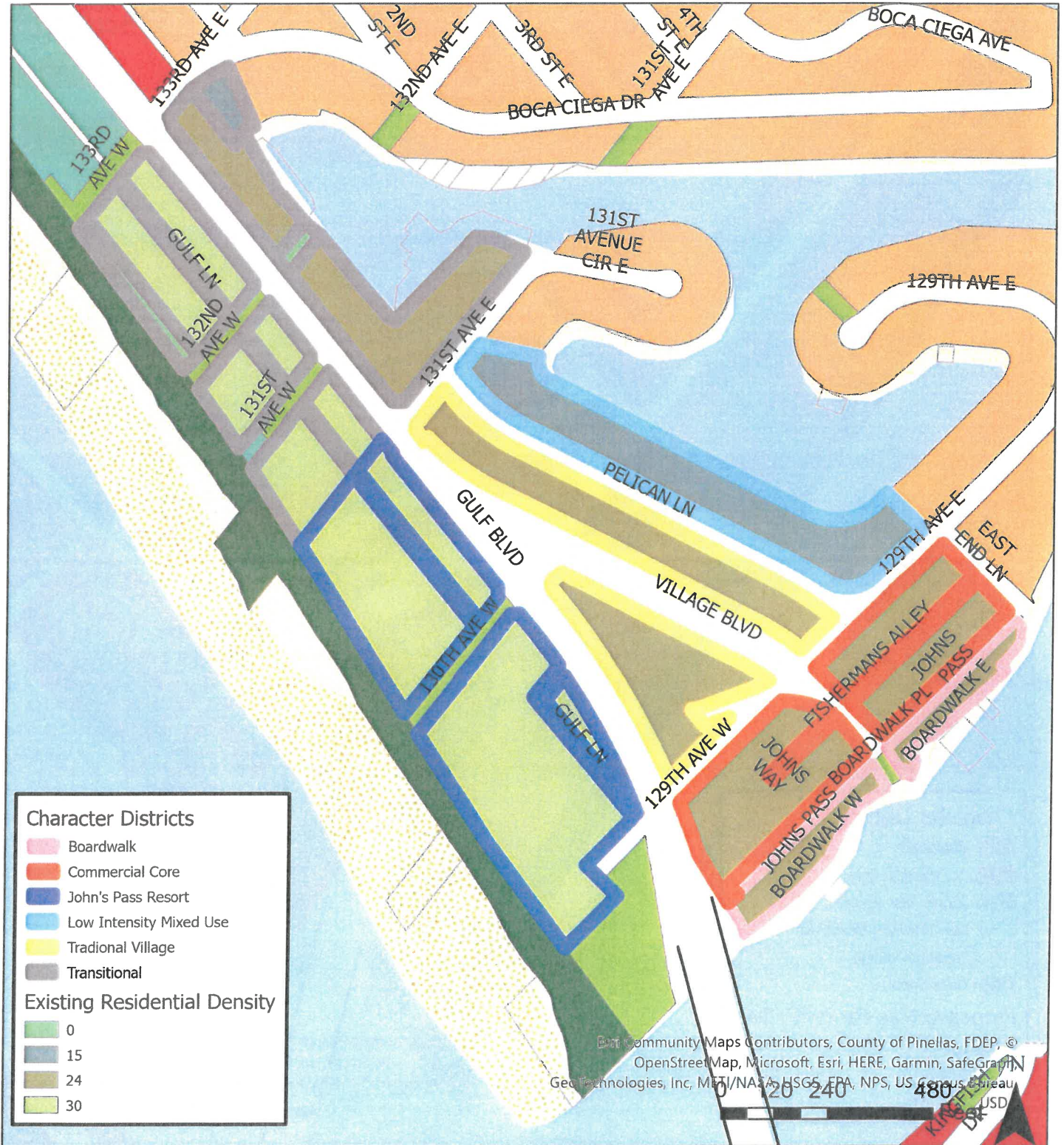
JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

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

Case CW23-03
Map 9: Proposed Maximum FAR
Per Character District (With Approved Development Agreement)



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



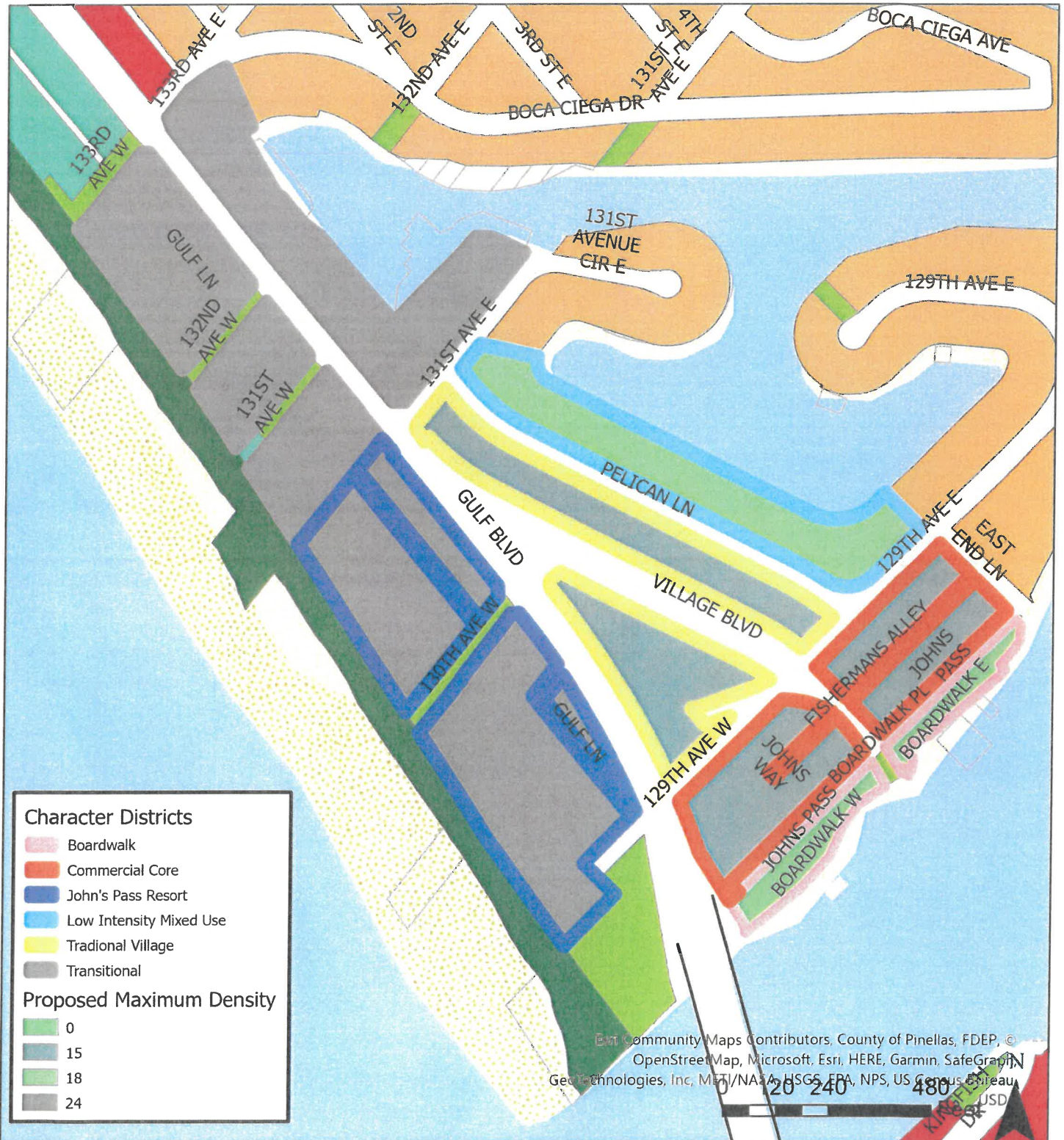
JURISDICTION: Madeira Beach

AREA: 27.04 acres m.o.l.

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



Map 11: Proposed Maximum Residential Density Per Character District



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

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

FORWARD PINELLAS STAFF ANALYSIS



APPLICATION NO.: Case CW 23-03

STAFF: Emma Wennick, Program Planner

APPLICANT: City of Madeira Beach

PROPERTY SIZE: 27.04 acres m.o.l.

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

PROPOSED COUNTYWIDE PLAN MAP CATEGORY: Activity Center

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

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

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

BACKGROUND SUMMARY:

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

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

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

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

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

STAFF RECOMMENDATION:

In consideration of, and based upon a balanced determination of the Relevant Countywide Considerations, it has been determined that the proposed Activity Center designation is generally consistent. However, the requested Community Center subcategory does not meet the location and acreage guidelines contained in the Countywide Rules for new Activity Centers. Therefore, it is recommended that the board consider an alternative compromise recommendation per Section 6.3.1 of the Countywide Rules to approve an amendment to the Neighborhood Center subcategory for the proposed amendment area.

PLANNERS ADVISORY COMMITTEE RECOMMENDATION:

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

LOCAL GOVERNMENT COUNCIL/COMMISSION ACTION:

The city presented this case at its January 11, 2023, Board of Commissioners Regular Meeting. The Board approved the first reading of Ordinance 2023-01 by a 3-2 vote.

There were no public comments at the above noted meeting.

CURRENT PROPERTY INFORMATION:

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

PLANNING CONSIDERATIONS:

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

The city has identified that the existing local future land use categories and corresponding Countywide Plan Map categories illustrate three fundamental issues that are problematic to the long-term viability and enhancement of John’s Pass Village (from page 28 of Attachment 2):

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

RELEVANT COUNTYWIDE CONSIDERATIONS:

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

The Countywide Rules state that the Activity Center category is intended to “recognize those areas of the county within each local government jurisdiction that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate density/intensity and pertinent planning considerations. In particular, it is the intent of this category to recognize those important,

identifiable centers of business, public and residential activity, as may be appropriate to the particular circumstance, that are the focal point of a community and served by enhanced transit commensurate with the type, scale and intensity of use. Activity Centers are designated at a size and scale that allows for internal circulation by pedestrians, bicyclists and transit users, and typically encompass areas developed in a radial pattern within walking distance (1/4 to 1/2 mile) of a central point or hub served by transit.”

EXISTING DENSITIES AND INTENSITIES

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

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

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

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

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

Character District	Residential Density Range, Units Per Acre (UPA)	Temporary Lodging Density Range (UPA)	FAR Range
Traditional	10.9	0	0.03-1.7
Commercial Core	14.5	12.4	0.2.-1.1
Boardwalk	0	0	0.4 – 1.3
Low Intensity Mixed Use	9.4-37.7	17.5-34.0	0.2-0.7

John's Pass Resort	4.8-70	36.4	0.1-1.6
Transitional	8.3-45.5	42-58.9	0.2-1.3

PROPOSED ACTIVITY CENTER PLAN

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

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

Character District	Allowable Uses	Maximum Allowable Density (UPA)	Maximum Allowable Intensity (FAR)	Current Corresponding Countywide Plan Map Category	Current Countywide Allowable Standards
Traditional Village District <i>Defined by massing, rhythm, minimal setbacks orientation of buildings to the street and active ground-level retail</i>	Residential; Temporary Lodging, and Commercial	Residential 15 UPA; Temporary Lodging 45 UPA	2.5 FAR (3.0 FAR permitted with Development Agreement)	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Commercial Core District	Residential; Temporary	Residential 15 UPA;	2.5 FAR	Commercial General	Residential 15 UPA;

<i>Defined by orientation of buildings to the street, wide walks, ground-level and upper-level commercial, business access, build-to lines and upper-level tourist facilities</i>	Lodging; and Commercial	Temporary Lodging 60 UPA (100 UPA permitted for Temporary Lodging with Development Agreement)	(3.0 FAR permitted with Development Agreement)		Temporary Lodging 60 UPA; 1.2 FAR
Boardwalk District <i>Defined by rustic, unfinished "fishing village" style of commercial buildings accessible from the second floor along the boardwalk</i>	Commercial, Commercial Recreation, and Services	Residential 0 UPA; Temporary Lodging 0 UPA	1.5 FAR (2.0 FAR permitted with Development Agreement)	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Low Intensity Mixed Use District <i>Defined by mix of residential and temporary lodging uses of various tenure and type</i>	Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area	Residential 18 UPA; Temporary Lodging 50 UPA (60 UPA permitted for Temporary Lodging with Development Agreement)	1.5 FAR (2.0 FAR permitted with Development Agreement)	Residential Medium	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
John's Pass Resort District <i>Defined by a mix of residential development, tourist accommodations</i>	Residential, Temporary Lodging, and Commercial only up to 20 percent	Residential 24 UPA; Temporary Lodging 75 UPA	2.0 FAR (2.5 FAR permitted with Development Agreement)	Resort Facilities Medium (with Recreation/Open Space)	17 UPA; 45, 60, 75 UPA (depending on land size); 1.0 FAR

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

TRANSPORTATION CONSIDERATIONS

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

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

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

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

Staff Analysis: The proposed amendment is submitted by the City of Madeira Beach, amending approximately 27 acres of properties from Residential Medium, Resort, Retail & Services and Recreation/Open Space to Activity Center, with a Community Center subcategory designation. proposed amendment is part of the John's Pass Activity Center Plan (JPVAC), which will be adopted by the city if this amendment is approved. The proposal requested the Community Center subcategory to be implemented within the JPVAC, which allows for up to 90 units per acre (UPA) for residential density, up to 150 UPA for temporary lodging density and a maximum of 3.0 floor area ratio (FAR) for nonresidential or mixed-use intensity.

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

However, after review, Forward Pinellas staff is recommending a Neighborhood Center subcategory to be implemented. This subcategory promotes a less intense Activity Center. Neighborhood Center subcategory allows for up to 60 units per acre (UPA) for residential density, up to 100 UPA for temporary lodging density and a maximum of 2.0 floor area ratio (FAR) for nonresidential or mixed-use intensity.

Forward Pinellas has concluded that this subcategory would be better suited because this location is not identified as an existing or future Activity Center per the Land Use Strategy Map. The sidewalk system is incomplete in this area, creating limited walkability. The amendment acreage is consistent with the Neighborhood Center subcategory minimum of 20 acres. Additionally, although this location is along a secondary transit corridor – it is not within an intersection,

which indicates that the Neighborhood Center subcategory would be most appropriate per the Locational Criteria for Activity Center Subcategories standards of the Countywide Plan.

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

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

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

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

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

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

A. ACCESS TO EMERGENCY SHELTER SPACE AND EVACUATION ROUTES

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

Gulf Boulevard is a designated evacuation route. Additionally, Madeira Beach is connected to the mainland through the Tom Stuart Causeway and Treasure Island Causeway. John's Pass Village is located within eight miles of four different shelters,

and nine miles from seven different shelters. Forward Pinellas did reach out to Emergency Management for a review of the proposal. They noted the following:

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

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

B. UTILIZATION OF EXISTING AND PLANNED INFRASTRUCTURE

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

C. UTILIZATION OF EXISTING DISTURBED AREA

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

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

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

E. WATER DEPENDENT USE

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

F. PART OF COMMUNITY REDEVELOPMENT PLAN

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

G. OVERALL REDUCTION OF DENSITY OR INTENSITY

The analysis of impacts to densities/intensities will be conducted by comparing the existing developed densities/intensities within the amendment area to the proposed maximum allowable densities/intensities. Typically, this analysis would be conducted

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

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

The proposal results in an overall reduction in residential density from the existing Countywide standards, but there is an increase from existing local Comprehensive Plan standards from 16.7 UPA to 17.83 UPA. Because this area is highly vulnerable to climate hazards, Forward Pinellas is not in support of any increase in residential density.

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

The Madeira Beach Code of Ordinances has provisions that allow for those nonconforming multifamily properties to continue lawfully but restrict further investment. Currently in the Madeira Beach Code of Ordinances, Sec. 110-96 outlines the process to rebuild nonconforming structures after a catastrophic loss from a disaster. Multifamily residential and temporary lodging developments may be rebuilt to the same density, height, and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application. Commercial development must meet the current intensity standards after a catastrophic loss. Many of the commercial buildings within John's Pass Village exceed the allowed FAR. However, it is of note that the city is considering amending their regulations to permit commercial development to build back to the same FARs.

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

Character District	Existing Residential and Temporary Lodging Density (UPA)		Proposed Maximum Residential and Temporary Lodging Density (UPA)		Existing FAR Range	Proposed Maximum FAR
	Residential	Temporary Lodging	Residential	Temporary Lodging		
Traditional	10.9	0	15	45	0.03-1.7	2.5 (3.0 with Development Agreement)
Commercial Core	14.5	12.4	15	60 (100 with Development Agreement)	0.2-1.1	2.5 (3.0 with Development Agreement)
Boardwalk	0	0	0	0	0.4-1.3	1.5 (2.0 with Development Agreement)
Low Intensity Mixed Use	9.4-37.7	17.5-34.0	18	40 (60 with Development Agreement)	0.2-0.7	1.5 (2.0 with Development Agreement)
John's Pass Resort	4.8-70	36.4	24	75 (100 with development agreement)	0.1-1.6	2.0 (2.5 with Development Agreement)
Transitional	8.3-45.5	42-58.9	18	50 (75 with Development Agreement)	0.2-1.3	1.5 (2.0 with Development Agreement)

H. CLUSTERING OF USES

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

I. INTEGRAL PART OF COMPREHENSIVE PLANNING PROCESS

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

5. If the amendment involves the creation, expansion, contraction of, or substantive change to the Activity Center, Multimodal Corridor, or Planned Redevelopment District category, the manner in, and extent to, which the amendment conforms to the purpose and requirements of the applicable category, and addresses the relevant Planning and Urban Design

Principles described in Section 6.2.6 and Land Use Goal 16.0 of the Countywide Plan Strategies.

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

LOCATION, SIZE AND DENSITY/INTENSITY STANDARDS

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

CONNECTIVITY

The JPVAC involves improvements in connectivity, particularly along Gulf Boulevard. A key initiative of the proposed Activity Center is to locate and design transit connections on Gulf Blvd (which is a designated Secondary Transit Corridor), to achieve a more visible, direct and safe connection for pedestrians to and from the village, to improve the connections to off-street parking to reduce automobile traffic within the JPVAC and to provide improved connections to the transit system for both automobile and bicycle travel. However, commitments should be made to complete the sidewalk network in the amendment area so that pedestrians can move about in a safe manner.

SITE ORIENTATION

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

PUBLIC REALM ENHANCEMENT

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

seating and landscaping to enhance the public realm. Redevelopment initiatives will consider these two identified focal points.

GROUND FLOOR DESIGN AND USE

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

TRANSITION TO NEIGHBORHOODS

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

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

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

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

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

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

PUBLIC CORRESPONDENCE

City staff have held the following community engagement opportunities:

- Three public meetings
 - One business focus
 - Two general public focus
- Online Survey
- Alternatives were presented

- Input from meeting guided current proposal

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

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

CONCLUSION

In consideration of, and based upon a balanced determination of the Relevant Countywide Considerations, it has been determined that the proposed Activity Center is generally consistent. However, the CHHA location, limited walkability, amendment area size of 27 acres, and the fact that this area is not identified as an existing or future Activity Center supports a Neighborhood Center subcategory with no increase in residential density. Therefore, it is recommended that the board consider an alternative compromise recommendation as per Section 6.3.1 of the Countywide Rules to approve an amendment to the Neighborhood Center subcategory of the Activity Center designation.

ORDINANCE 2023-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE MADEIRA BEACH JOHN’S PASS VILLAGE ACTIVITY CENTER PLAN; PROVIDING FOR AN INTRODUCTORY STATEMENT OF PLAN PURPOSE AND OVERVIEW; PROVIDING FOR BACKGROUND HISTORY AND COMMUNITY ENGAGEMENT; PROVIDING FOR THE PLAN AREA, EXISTING AND PROPOSED USES AND DENSITY/INTENSITY STANDARDS, AND DISTINCT CHARACTER DISTRICTS; PROVIDING FOR TRANSPORTATION IMPACTS AND CONNECTIVITY; PROVIDING FOR COASTAL HIGH HAZARD AREA CONSIDERATIONS; PROVIDING FOR PLANNING AND URBAN DESIGN PRINCIPLES; PROVIDING FOR IMPLEMENTATION STRATEGIES; PROVIDING FOR TRANSMITTAL TO, AND CONSIDERATION BY, FORWARD PINELLAS AND THE COUNTYWIDE PLANNING AUTHORITY; PROVIDING FOR TRANSMITTAL TO THE FLORIDA STATE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THEIR REVIEW AND COMMENT; PROVIDING FOR THE FILING OF THIS AMENDMENT IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the John’s Pass Village Activity Center Plan is a comprehensive attempt to memorialize the character and function of this tourist, commercial, residential and cultural center, and to provide for its future enhancement and revitalization; and

WHEREAS, the John’s Pass Village Activity Center Plan will establish the standards and means to preserve and enhance the existing character, uses, and desired density/intensity of this important economic and community focal-point; and

WHEREAS, John’s Pass Village serves as an important tourist and visitor destination for the City of Madeira Beach, Pinellas County and the surrounding area; and

WHEREAS, the John’s Pass Village Activity Center Plan will reconcile inconsistencies between existing land use characteristics and standards of the City and Countywide Future Land Use Plans; and

WHEREAS, the John’s Pass Village Activity Center Plan has been prepared consistent with and in furtherance of the City of Madeira Beach Comprehensive Plan; and

WHEREAS, the John’s Pass Village Activity Center Plan has been prepared consistent with the Activity Center Plan Category of the Pinellas County Countywide Rules, Section 2.3.3.15, the purpose of which 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,” and

WHEREAS, the John’s Pass Village Activity Center Plan has been prepared consistent with the Countywide Rules, Article 2, DIV. 2.3, and Article 6, DIV. 6.2 in order that it may be submitted and considered for approval as an amendment to the Countywide Plan as a **Community Neighborhood** Center Subcategory Activity Center that will enable the City Future Land Use Map and Countywide Plan Map to be consistent with one another.

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

Section 1. The John’s Pass Village Activity Center Plan is hereby approved and adopted as set forth in Exhibit A attached hereto and hereby made a part of this Ordinance,

Section 2. For the purposes of this ordinance, the John’s Pass Village Activity Center Plan shall be applicable to and govern that area designated in the legal description attached hereto as Exhibit B and hereby made a part of this ordinance,

Section 3. The John’s Pass Village Activity Center Plan as approved and adopted be transmitted to Forward Pinellas and the Countywide Planning Authority for their consideration and approval of the following:

- a) Amendment of the Countywide Plan Map, Exhibit C, from Retail & Services, Resort, Recreation/Open Space, and Residential Medium to Activity Center to add the John’s Pass Village Activity Center to the map; and
- b) Amendment of the Countywide Land Use Strategy Map, Exhibit D, to add the John’s Pass Village Activity Center as a **Community Neighborhood** Center Subcategory to the map.

Section 4. The John’s Pass Village Activity Center Plan as approved and adopted be transmitted to the Florida Department of Economic Opportunity; and

Section 5. That the John’s Pass Village Activity Center Plan shall be filed in the office of the City Clerk in accordance with the provisions of this ordinance.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. 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 7. 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 _____, 2023.

JAMES "JIM" ROSTEK, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

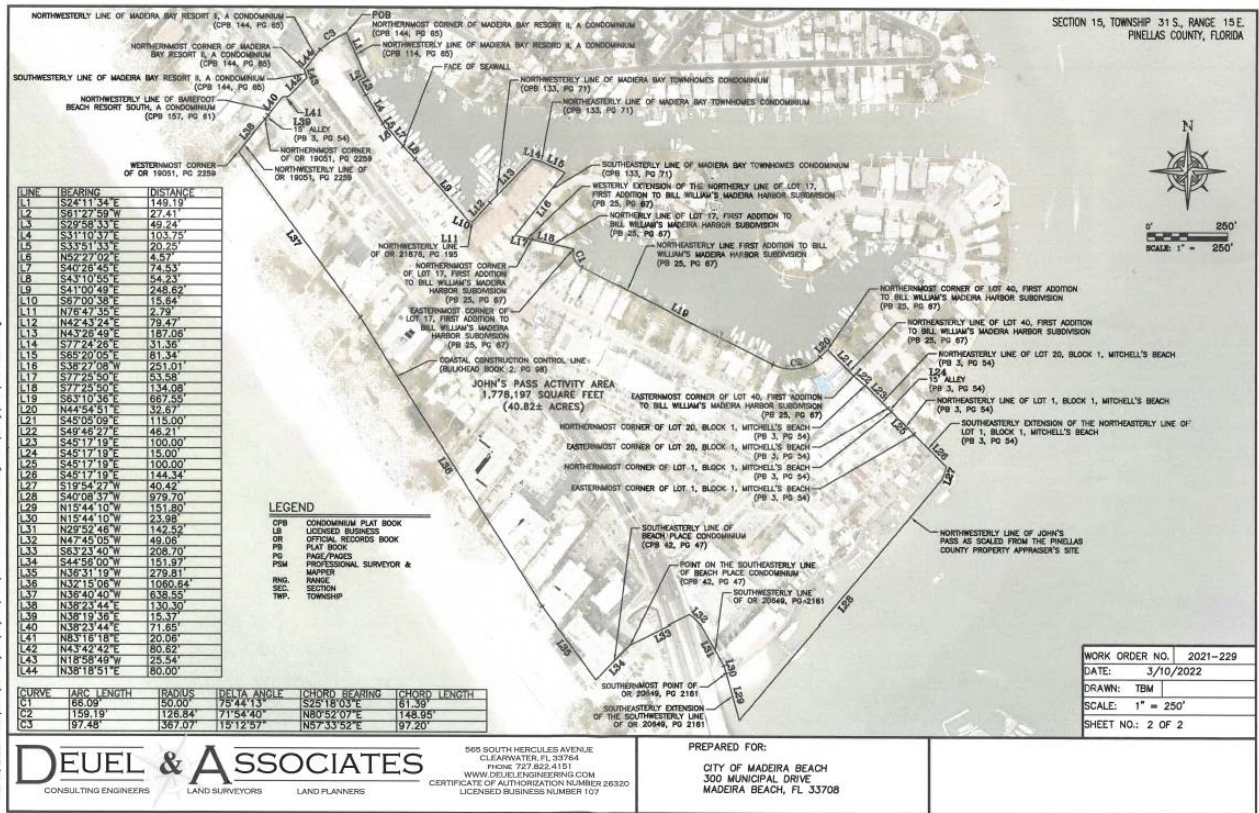
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

PUBLISHED: _____



LEGAL DESCRIPTION:

A PORTION OF LAND LYING WITHIN SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERNMOST CORNER OF MADEIRA BAY RESORT 11, A CONDOMINIUM, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 144, PAGE 65, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S24°11'34"E, ALONG THE NORTHWESTERLY LINE OF SAID MADEIRA BAY RESORT II, A DISTANCE OF 149.19 FEET TO THE FACE OF AN EXISTING SEAWALL; THENCE ALONG SAID FACE OF SEAWALL THE FOLLOWING NINE (9) COURSES: 1) S61°27'59"W, A DISTANCE OF 27.41 FEET; 2) S29°58'33"E, A DISTANCE OF 49.24 FEET; 3) S31°10'37"E, A DISTANCE OF 103.75 FEET; 4) S33°51'33"E, A DISTANCE OF 20.25 FEET; 5) N52°27'02"E, A DISTANCE OF 4.57 FEET; 6) S40°26'45"E, A DISTANCE OF 74.53 FEET; 7) S43°10'55"E, A DISTANCE OF 54.23 FEET; 8) S41°00'49"E, A DISTANCE OF 248.62 FEET; 9) S67°00'38"E, A DISTANCE OF 15.64 FEET TO A POINT ON THE

NORTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 21876, PAGE 195, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N76'47'35"E, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 2.79 FEET TO A POINT ON THE NORTHWESTERLY LINE OF MADEIRA BAY TOWNHOMES CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 133, PAGE 71, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) N42'43'24"E, A DISTANCE OF 79.47 FEET; 2) N43'26'49"E, A DISTANCE OF 187.06 FEET TO THE NORTHEASTERLY LINE OF SAID MADEIRA BAY TOWNHOMES CONDOMINIUM; THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) S77'24'26"E, A DISTANCE OF 31.36 FEET; 2) S65'20'05"E, A DISTANCE OF 81.34 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID MADEIRA BAY TOWNHOMES CONDOMINIUM; THENCE S38'27'08"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 251.01 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 17, FIRST ADDITION TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 25, PAGE 67, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S77'25'50"E, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 53.58 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 17; THENCE CONTINUE S77'25'50"E, ALONG THE NORTHERLY LINE OF SAID LOT 17, A DISTANCE OF 134.08 FEET TO THE EASTERNMOST CORNER OF SAID LOT 17, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF SAID FIRST ADDITION TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION; THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING FOUR (4) COURSES: 1) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST AN ARC LENGTH OF 66.09 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 75'44'13", AND A CHORD BEARING S25'18'03"E, A DISTANCE OF 61.39 FEET; 2) S63'10'36"E, A DISTANCE OF 667.55 FEET; 3) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH AN ARC LENGTH OF 159.19 FEET, SAID CURVE HAVING A RADIUS OF 126.84 FEET, A CENTRAL ANGLE OF 71'54'40", AND A CHORD BEARING N80'52'07"E, A DISTANCE OF 148.95 FEET; 4) N44'54'51 "E, A DISTANCE OF 32.67 FEET TO THE NORTHERNMOST CORNER OF LOT 40 OF SAID FIRST ADDITION

TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION; THENCE S45'05'09"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 40, A DISTANCE OF 115.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 40; THENCE S49'46'27"E, A DISTANCE OF 46.21 FEET TO THE NORTHERNMOST CORNER OF LOT 20, BLOCK 1, MITCHELL'S BEACH, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S45' 17' 19"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 20, A DISTANCE OF 100.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 20; THENCE CONTINUE S45'17'19"E, ACROSS THE 15 FOOT ALLEY BETWEEN LOT 20 AND LOT 1 , BLOCK 1 OF SAID MITCHELL'S BEACH, A DISTANCE OF 15.00 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE S45'17'19"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 1; THENCE S45'17'19"E, ALONG THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 144.34 FEET TO THE NORTHWESTERLY LINE OF JOHN'S PASS AS SCALED FROM THE PINELLAS COUNTY PROPERTY APPRAISER'S WEBSITE; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) S19'54'27"W, A DISTANCE OF 40.42 FEET; 2) S40'08'37"W, A DISTANCE OF 979.70 FEET TO A POINT ON THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 20649, PAGE 2161, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N15'44'10"W, ALONG SAID SOUTHEASTERLY EXTENSION, A DISTANCE OF 151.80 FEET TO THE SOUTHERNMOST CORNER OF PROPERTY RECORDED IN SAID OFFICIAL RECORDS BOOK 20649, PAGE 2161; THENCE ALONG THE SOUTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN SAID OFFICIAL RECORDS BOOK 20649, PAGE 2161, THE FOLLOWING THREE (3) COURSES: 1) N15'44'10"W, A DISTANCE OF 23.98 FEET; 2) N29'52'46"W, A DISTANCE OF 142.52 FEET; 3) N47'45'05"W, A DISTANCE OF 49.06 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE, S63'23'40"W, A DISTANCE OF 208.70 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BEACH PLACE CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 42, PAGE 47, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S44'56'00"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 151.97 FEET TO A POINT

ON THE COASTAL CONSTRUCTION CONTROL LINE AS RECORDED IN BULKHEAD BOOK 2, PAGE 98, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID COASTAL CONSTRUCTION CONTROL LINE THE FOLLOWING THREE (3) COURSES: 1) N36'31'19"W, A DISTANCE OF 279.81 FEET; 2) N32'15'06"W, A DISTANCE OF 1060.64 FEET; 3) N36'40'40"W, A DISTANCE OF 638.55 FEET TO THE WESTERNMOST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 19051 , PAGE 2259, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N38'23'44"E, ALONG THE NORTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN SAID OFFICIAL RECORDS BOOK 19051, PAGE 2259, A DISTANCE OF 130.30 FEET TO THE NORTHERNMOST CORNER OF SAID PROPERTY; THENCE N38'19'36"E, ACROSS A 15' ALLEY BETWEEN LOT 10 AND LOT 11, BLOCK 6, MITCHELL'S BEACH AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 15.37 FEET TO A POINT ON THE NORTHWESTERLY LINE OF BAREFOOT BEACH RESORT SOUTH, A CONDOMINIUM, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 157, PAGE 61, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) N38'23'44"E, A DISTANCE OF 71.65 FEET; 2) N83'16'18"E, A DISTANCE OF 20.06 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, N43'42'42"E, A DISTANCE OF 80.62 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MADEIRA BAY RESORT II, A CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 144, PAGE 65, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N18'58'49"W, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 25.54 FEET TO THE WESTERNMOST CORNER OF SAID MADEIRA BAY RESORT II; THENCE ALONG THE NORTHWESTERLY LINE OF SAID MADEIRA BAY RESORT II THE FOLLOWING TWO (2) COURSES: 1) N38' 18'51 "E, A DISTANCE OF 80.00 FEET; 2) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST AN ARC LENGTH OF 97.48 FEET, SAID CURVE HAVING A RADIUS OF 367.07 FEET, A CENTRAL ANGLE OF 15'12'57", AND A CHORD BEARING N57'33'52"E, A DISTANCE OF 97.20 FEET TO THE POING OF BEGINNING.

CONTAINING 1,778, 197 SQUARE FEET, (40.82 ACRES) MORE OR LESS.

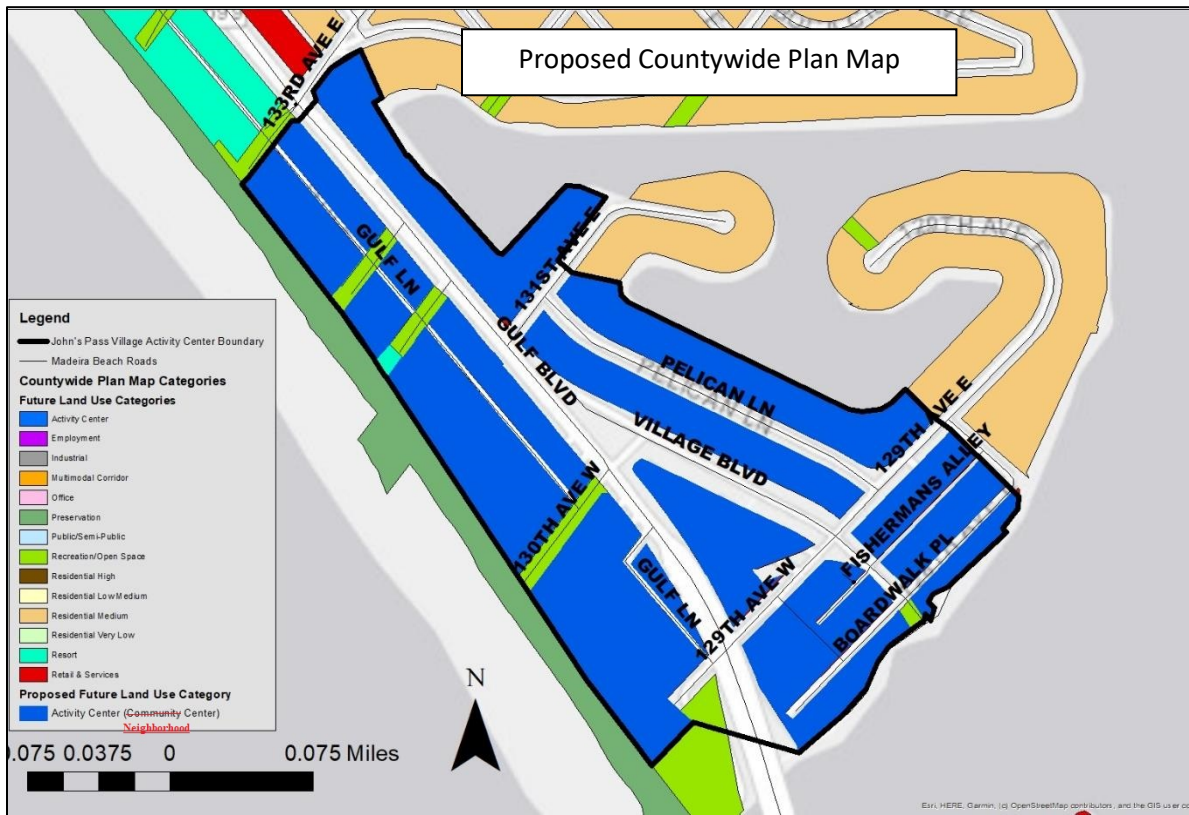
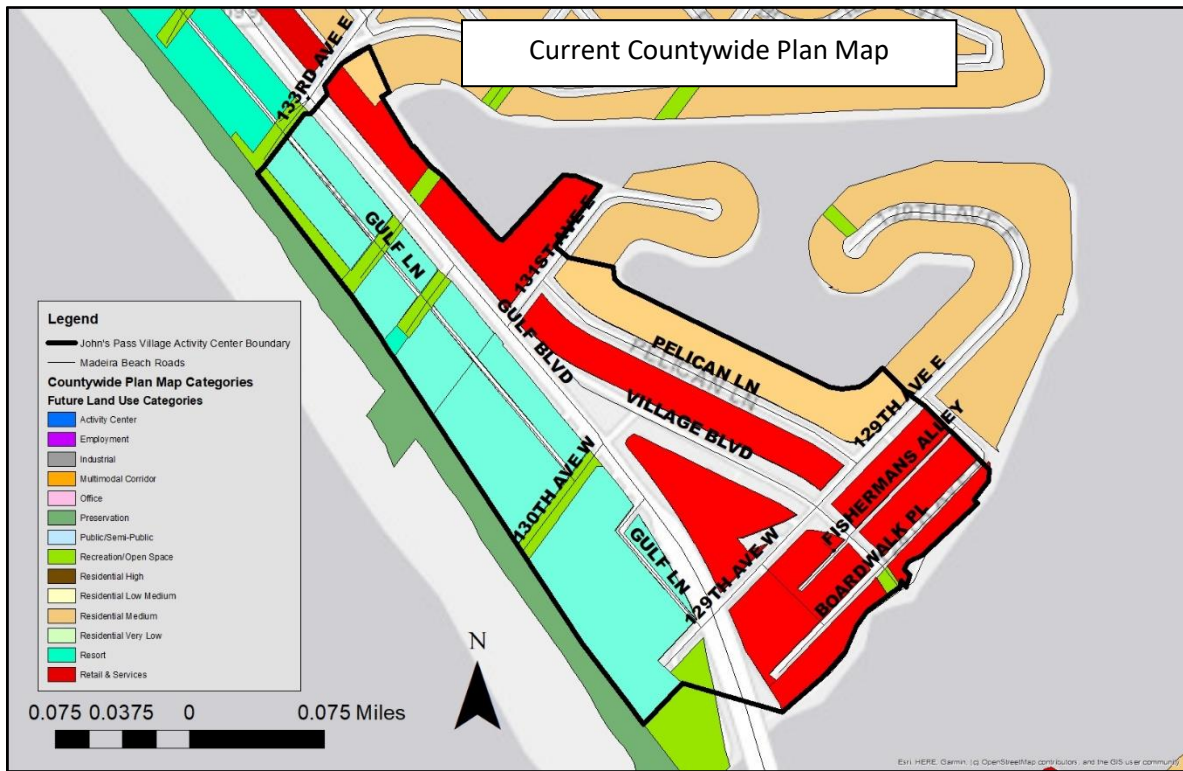
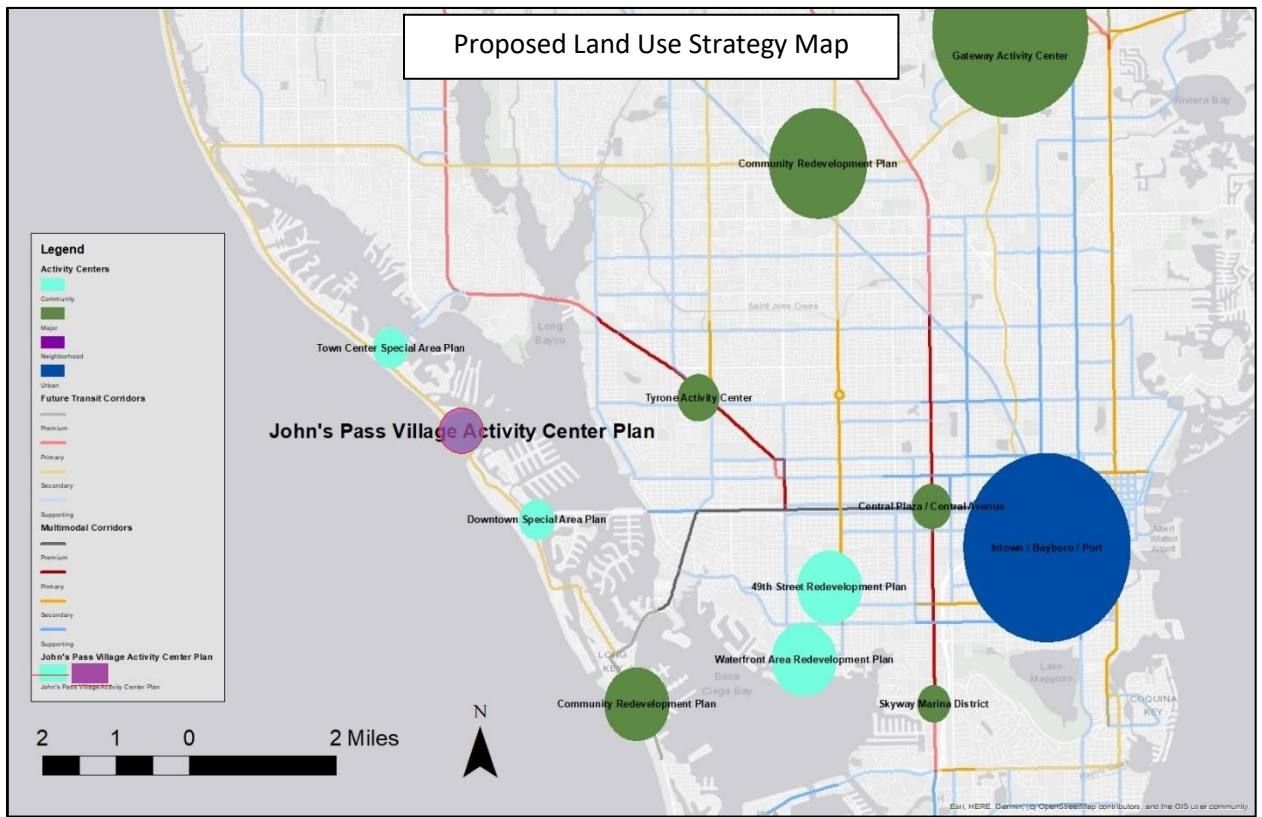
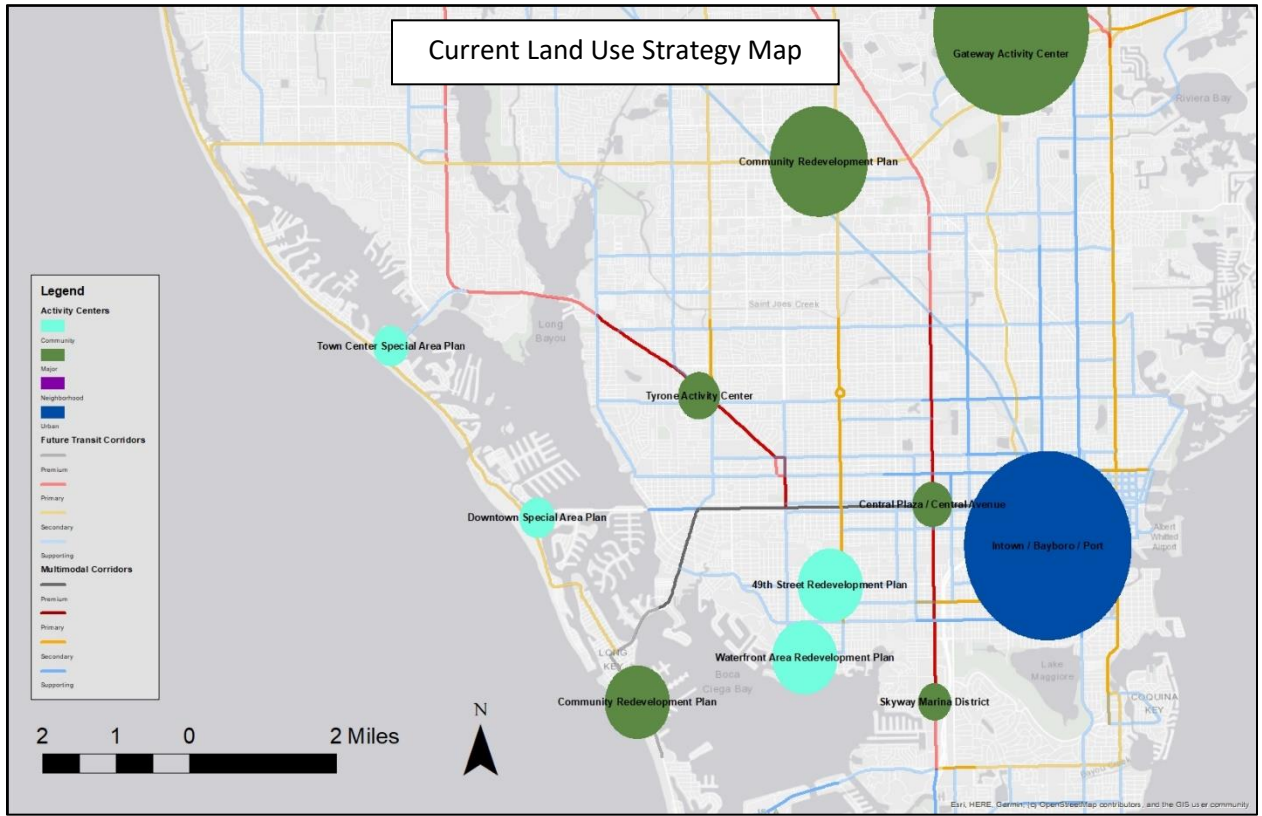


EXHIBIT D



ORDINANCE 2023-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP DESIGNATION OF THE CITY'S COMPREHENSIVE PLAN FROM COMMERCIAL GENERAL, RECREATION/OPEN SPACE, RESIDENTIAL MEDIUM, RESIDENTIAL/OFFICE/RETAIL, AND RESORT FACILITIES MEDIUM TO ACTIVITY CENTER FOR THE AREA AS SET FORTH IN THE ACCOMPANYING LEGAL DESCRIPTION IN EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART OF THIS ORDINANCE; PROVIDING FOR FUTURE REVITALIZATION AND DEVELOPMENT WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01, AND AS SUCH PLAN MAY BE IMPLEMENTED AND ADMINISTERED THROUGH THE ADOPTION OF A JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT(S); PROVIDING FOR TRANSMITTAL TO AND CONSIDERATION BY FORWARD PINELLAS AND THE COUNTYWIDE PLANNING AUTHORITY FOR A CORRESPONDING AMENDMENT OF THE COUNTYWIDE FUTURE LAND USE MAP TO THE COUNTYWIDE PLAN CATEGORY OF ACTIVITY CENTER (~~COMMUNITY~~ **NEIGHBORHOOD CENTER); PROVIDING FOR TRANSMITTAL TO THE FLORIDA STATE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THEIR REVIEW AND COMMENT; PROVIDING FOR THE FILING OF THIS AMENDMENT TO THE CITY FUTURE LAND USE MAP IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Madeira Beach has previously amended the Future Land Use Element of the City's Comprehensive Plan, to establish an Activity Center category in anticipation of and to provide for the utilization of such plan category; and

WHEREAS, the John's Pass Village Activity Center Plan has been prepared consistent with the purpose and provisions of the Activity Center plan category in the Future Land Use Element of the City's Comprehensive Plan; and

WHEREAS, the Forward Pinellas Countywide Rules and Countywide Plan Strategies provide for local government to prepare and adopt an Activity Center plan for an area that has been planned for in a special and detailed manner, and based on such plan, to seek amendment of the Countywide Plan Map to recognize said Activity Center; and

WHEREAS, Section 163.3184, Florida Statutes provides the process by which local government may adopt amendments to its Comprehensive Plan; and

WHEREAS, the corresponding amendment of the Countywide Plan Map to Activity Center will render the City and Countywide plans for John's Pass Village consistent, as required by the Countywide Rules; and

WHEREAS, this proposed amendment of the City's Future Land Use Map to add John's Pass Village Activity Center is consistent with and in furtherance of the City's Comprehensive Plan which recognizes the unique and special character and economic importance of John's Pass Village and the need to provide for its continued viability.

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

Section 1. The amendment of the City's Future Land Use Map as depicted on and attached hereto as Exhibit B from Commercial General, Recreation/Open Space, Residential Medium, Residential/Office/Retail and Resort Facilities Medium to Activity Center is hereby approved for the area as set forth in the legal description attached hereto as Exhibit A and hereby made a part of this ordinance.

Section 2. This ordinance, along with the John's Pass Village Activity Center Plan, be transmitted to Forward Pinellas and Countywide Planning Authority in support of the City's application for a corresponding amendment of the Countywide Plan Map to Activity Center (Subcategory ~~Community~~ Neighborhood Center).

Section 3. This ordinance, along with the John's Pass Village Activity Center Plan, be transmitted to the Florida State Department of Economic Opportunity for their review and comment pursuant to the requirements of Section 163.3184, Florida Statutes.

Section 4. That the Future Land Use Map on file in the office of the City Clerk is hereby amended in accordance with the provisions of this ordinance.

Section 5. That it is the intention of the ~~Board of Commissioners~~ City Commission of the City of Madeira Beach that each provision hereof be considered severable, and that the invalidity of any provision of this ordinance shall not affect the validity of any other portion of this ordinance, the Madeira Beach Comprehensive Plan, or the City of Madeira Beach Land Development Regulations.

Section 6. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notified the City that the plan amendment package is complete and of the final adoption of this ordinance. If timely challenged, this plan amendment shall become effective on the date the state land planning agency, or the

Administration Commission enters a final order determining this adopted plan amendment to be in compliance.

Item 9L.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

JAMES "JIM" ROSTEK, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

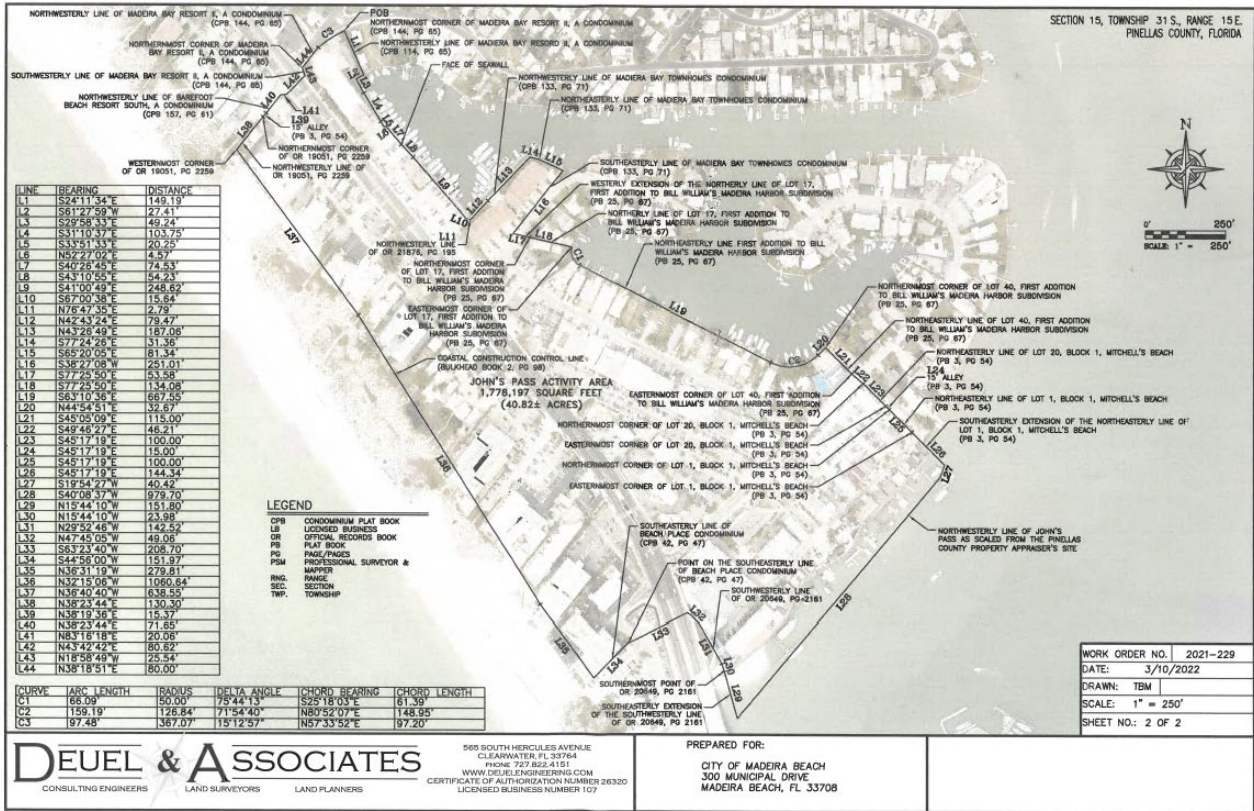
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

PUBLISHED: _____



LEGAL DESCRIPTION:

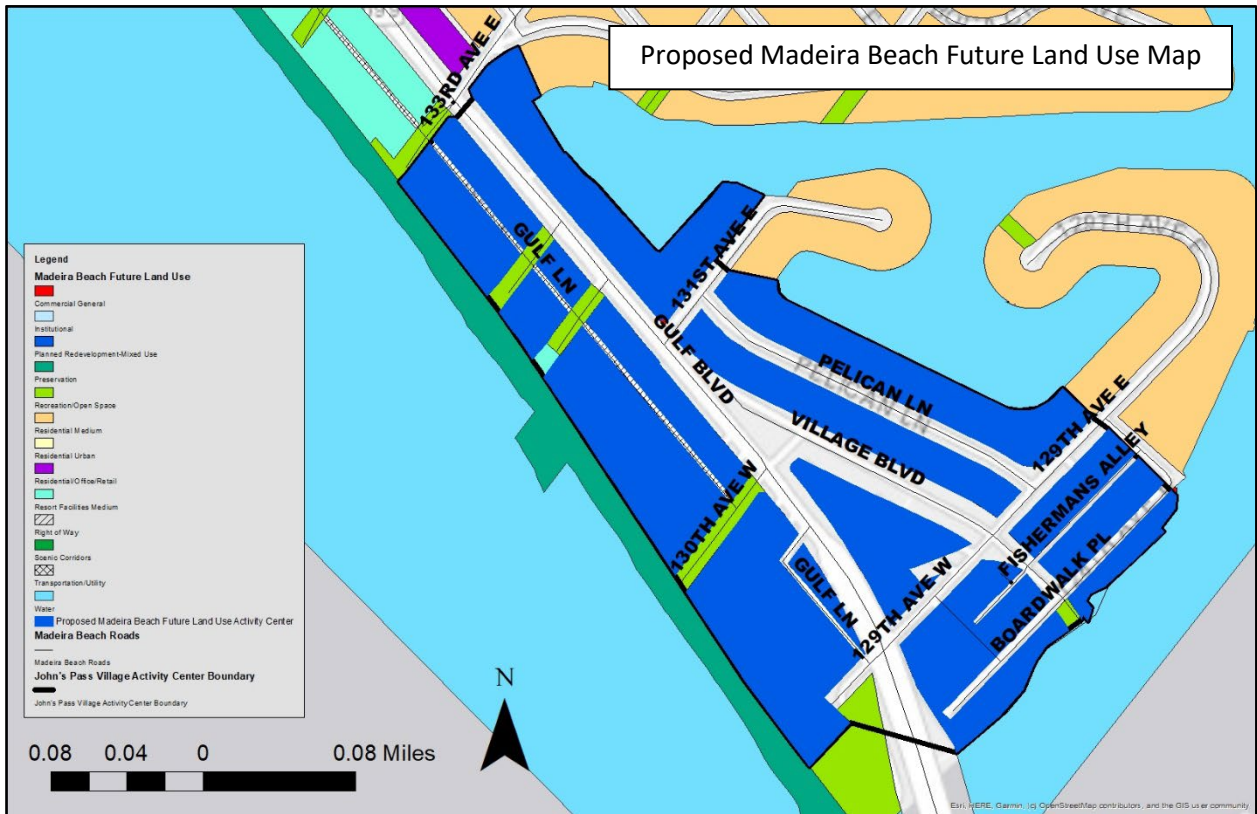
A PORTION OF LAND LYING WITHIN SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERNMOST CORNER OF MADEIRA BAY RESORT 11, A CONDOMINIUM, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 144, PAGE 65, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S24°11'34"E, ALONG THE NORTHWESTERLY LINE OF SAID MADEIRA BAY RESORT II, A DISTANCE OF 149.19 FEET TO THE FACE OF AN EXISTING SEAWALL; THENCE ALONG SAID FACE OF SEAWALL THE FOLLOWING NINE (9) COURSES: 1) S61°27'59"W, A DISTANCE OF 27.41 FEET; 2) S29°58'33"E, A DISTANCE OF 49.24 FEET; 3) S31°10'37"E, A DISTANCE OF 103.75 FEET; 4) S33°51'33"E, A DISTANCE OF 20.25 FEET; 5) N52°27'02"E, A DISTANCE OF 4.57 FEET; 6) S40°26'45"E, A DISTANCE OF 74.53 FEET; 7) S43°10'55"E, A DISTANCE OF 54.23 FEET; 8) S41°00'49"E, A DISTANCE OF 248.62 FEET; 9) S67°00'38"E, A DISTANCE OF 15.64 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 21876, PAGE 195, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N76°47'35"E, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 2.79 FEET TO A POINT ON THE NORTHWESTERLY LINE OF MADEIRA BAY TOWNHOMES CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 133, PAGE 71, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) N42°43'24"E, A

DISTANCE OF 79.47 FEET; 2) N43'26'49"E, A DISTANCE OF 187.06 FEET TO THE NORTHEASTERLY LINE OF SAID MADEIRA BAY TOWNHOMES CONDOMINIUM; THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) S77'24'26"E, A DISTANCE OF 31.36 FEET; 2) S65'20'05"E, A DISTANCE OF 81.34 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID MADEIRA BAY TOWNHOMES CONDOMINIUM; THENCE S38'27'08"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 251.01 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 17, FIRST ADDITION TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 25, PAGE 67, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S77'25'50"E, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 53.58 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 17; THENCE CONTINUE S77'25'50"E, ALONG THE NORTHERLY LINE OF SAID LOT 17, A DISTANCE OF 134.08 FEET TO THE EASTERNMOST CORNER OF SAID LOT 17, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF SAID FIRST ADDITION TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION; THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING FOUR (4) COURSES: 1) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST AN ARC LENGTH OF 66.09 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 75'44'13", AND A CHORD BEARING S25'18'03"E, A DISTANCE OF 61.39 FEET; 2) S63'10'36"E, A DISTANCE OF 667.55 FEET; 3) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH AN ARC LENGTH OF 159.19 FEET, SAID CURVE HAVING A RADIUS OF 126.84 FEET, A CENTRAL ANGLE OF 71'54'40", AND A CHORD BEARING N80'52'07"E, A DISTANCE OF 148.95 FEET; 4) N44'54'51 "E, A DISTANCE OF 32.67 FEET TO THE NORTHERNMOST CORNER OF LOT 40 OF SAID FIRST ADDITION TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION; THENCE S45'05'09"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 40, A DISTANCE OF 115.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 40; THENCE S49'46'27"E, A DISTANCE OF 46.21 FEET TO THE NORTHERNMOST CORNER OF LOT 20, BLOCK 1, MITCHELL'S BEACH, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S45' 17' 19"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 20, A DISTANCE OF 100.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 20; THENCE CONTINUE S45'17'19"E, ACROSS THE 15 FOOT ALLEY BETWEEN LOT 20 AND LOT 1 , BLOCK 1 OF SAID MITCHELL'S BEACH, A DISTANCE OF 15.00 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE S45'17'19"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 1; THENCE S45'17'19"E, ALONG THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 144.34 FEET TO THE NORTHWESTERLY LINE OF JOHN'S PASS AS SCALED FROM THE PINELLAS COUNTY PROPERTY APPRAISER'S WEBSITE; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) S19'54'27"W, A DISTANCE OF 40.42 FEET; 2) S40'08'37"W, A DISTANCE OF 979.70 FEET TO A POINT ON THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 20649, PAGE 2161, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N15'44'10"W, ALONG SAID SOUTHEASTERLY EXTENSION, A DISTANCE OF 151.80 FEET TO THE SOUTHERNMOST CORNER OF PROPERTY RECORDED IN SAID OFFICIAL RECORDS BOOK 20649, PAGE 2161; THENCE ALONG THE SOUTHWESTERLY

LINE OF THE PROPERTY DESCRIBED IN SAID OFFICIAL RECORDS BOOK 20649, PAGE 2161, THE FOLLOWING THREE (3) COURSES: 1) N15'44'10"W, A DISTANCE OF 23.98 FEET; 2) N29'52'46"W, A DISTANCE OF 142.52 FEET; 3) N47'45'05"W, A DISTANCE OF 49.06 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE, S63'23'40"W, A DISTANCE OF 208.70 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BEACH PLACE CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 42, PAGE 47, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S44'56'00"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 151.97 FEET TO A POINT ON THE COASTAL CONSTRUCTION CONTROL LINE AS RECORDED IN BULKHEAD BOOK 2, PAGE 98, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID COASTAL CONSTRUCTION CONTROL LINE THE FOLLOWING THREE (3) COURSES: 1) N36'31'19"W, A DISTANCE OF 279.81 FEET; 2) N32'15'06"W, A DISTANCE OF 1060.64 FEET; 3) N36'40'40"W, A DISTANCE OF 638.55 FEET TO THE WESTERNMOST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 19051 , PAGE 2259, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N38'23'44"E, ALONG THE NORTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN SAID OFFICIAL RECORDS BOOK 19051, PAGE 2259, A DISTANCE OF 130.30 FEET TO THE NORTHERNMOST CORNER OF SAID PROPERTY; THENCE N38'19'36"E, ACROSS A 15' ALLEY BETWEEN LOT 10 AND LOT 11, BLOCK 6, MITCHELL'S BEACH AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 15.37 FEET TO A POINT ON THE NORTHWESTERLY LINE OF BAREFOOT BEACH RESORT SOUTH, A CONDOMINIUM, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 157, PAGE 61, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) N38'23'44"E, A DISTANCE OF 71.65 FEET; 2) N83'16'18"E, A DISTANCE OF 20.06 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, N43'42'42"E, A DISTANCE OF 80.62 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MADEIRA BAY RESORT II, A CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 144, PAGE 65, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N18'58'49"W, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 25.54 FEET TO THE WESTERNMOST CORNER OF SAID MADEIRA BAY RESORT II; THENCE ALONG THE NORTHWESTERLY LINE OF SAID MADEIRA BAY RESORT II THE FOLLOWING TWO (2) COURSES: 1) N38' 18'51 "E, A DISTANCE OF 80.00 FEET; 2) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST AN ARC LENGTH OF 97.48 FEET, SAID CURVE HAVING A RADIUS OF 367.07 FEET, A CENTRAL ANGLE OF 15'12'57", AND A CHORD BEARING N57'33'52"E, A DISTANCE OF 97.20 FEET TO THE POING OF BEGINNING.

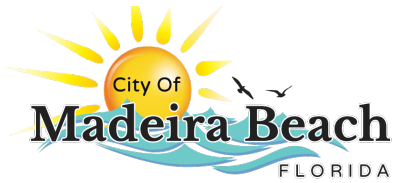
CONTAINING 1,778, 197 SQUARE FEET, (40.82 ACRES) MORE OR LESS.



JOHN'S PASS VILLAGE

ACTIVITY CENTER PLAN





Board of Commissioners

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

Planning Commission

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

City Staff

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

- Dave Healey, Consultant

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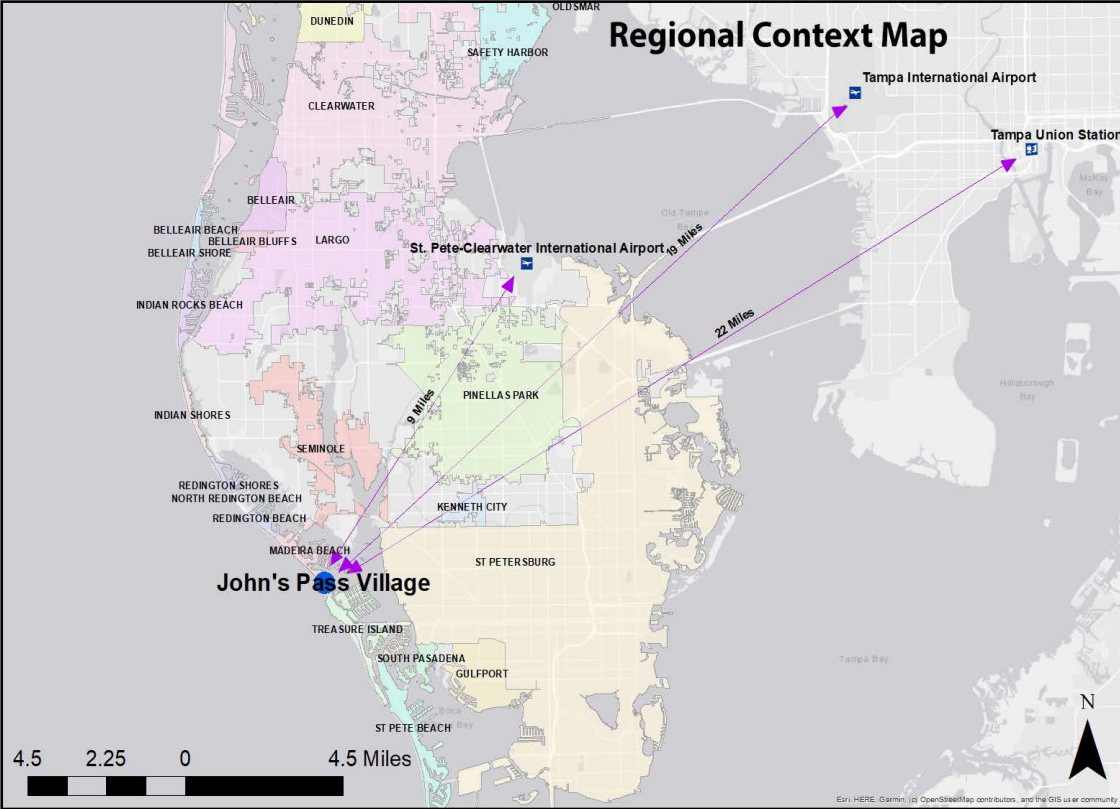
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INTRODUCTION

Chapter One

PREFACE

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



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

PURPOSE

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

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

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

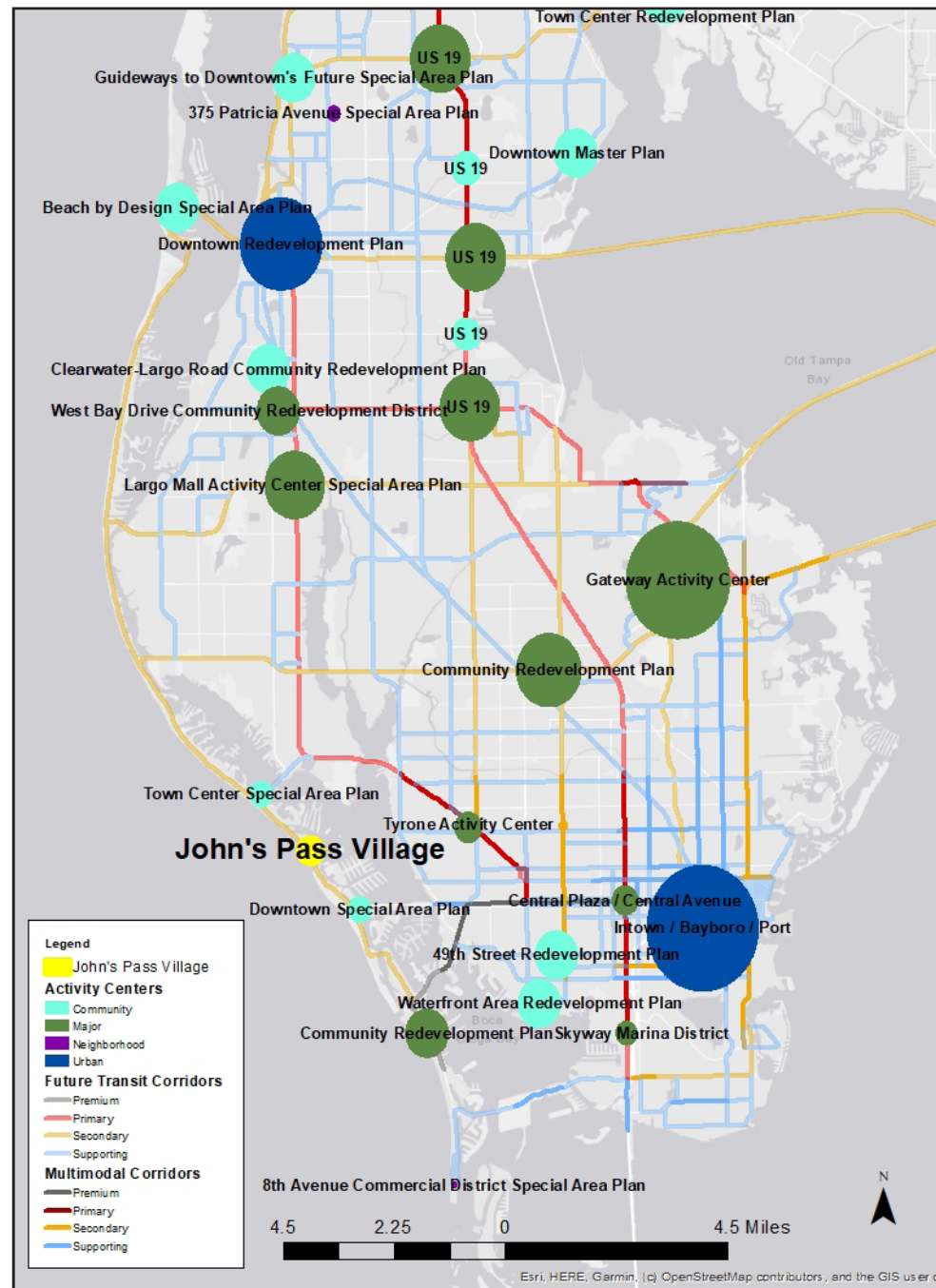
PLAN OVERVIEW

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



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

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



PLAN IMPLEMENTATION

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

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



BACKGROUND & CONTEXT

Chapter Two

BEGINNING 1910-1950

In 1912, George Roberts established the first homestead in Madeira Beach on 140 acres north of John’s Pass. The area, then called Olive Island, was sold in 1914 to Noel Mitchell, who replaced the homestead with Mitchell’s Beach Hotel. That same year, Mitchell also made plans to develop the island for over 1,000 residents and filed a large subdivision of 40-foot-wide lots over the area now known as John’s Pass Village. With no road connections to the mainland, those initial development plans were abandoned by the end of World War I and the subdivision was amended over time.

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

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

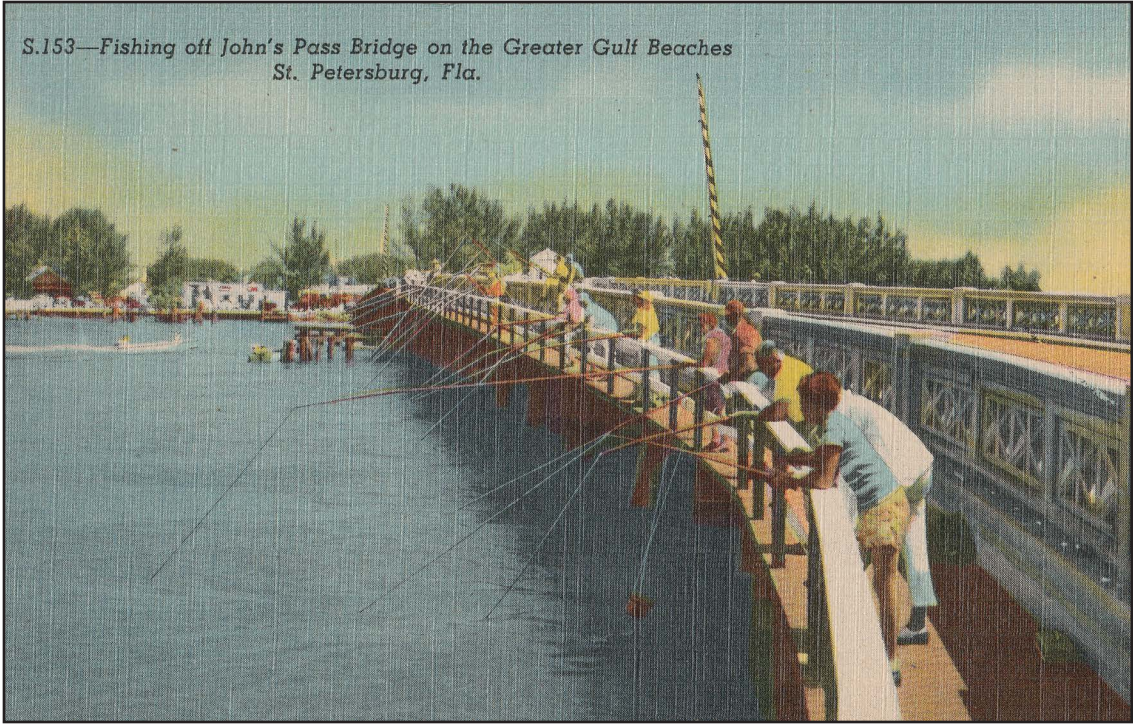




Madeira Beach remained an integral part of the growing commercial development along the beaches. John's Pass grew in popularity as a prime fishing destination and small businesses at the pass provided services to recreational fishermen and industrial fleets. The Little House Restaurant opened in 1937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

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

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



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

CONSTRUCTION AND LAND USE PLANNING 1960-2008

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



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

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



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

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

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

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



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

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

LAND USE AND CURRENT STATUS

2008-2023

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

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

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

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

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

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

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

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

COMMUNITY ENGAGEMENT

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

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



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

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



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

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

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

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

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

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

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



THE PLAN

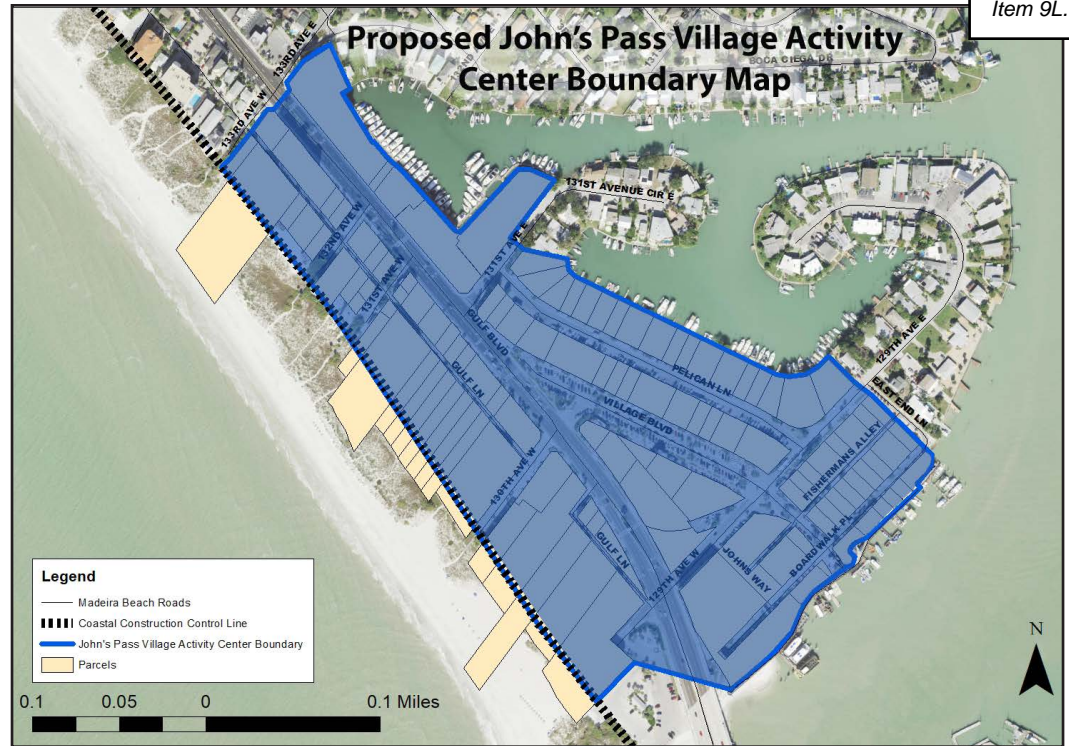
Chapter Three

OVERVIEW AND CONTENT

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

PROPOSED ACTIVITY CENTER AREA

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

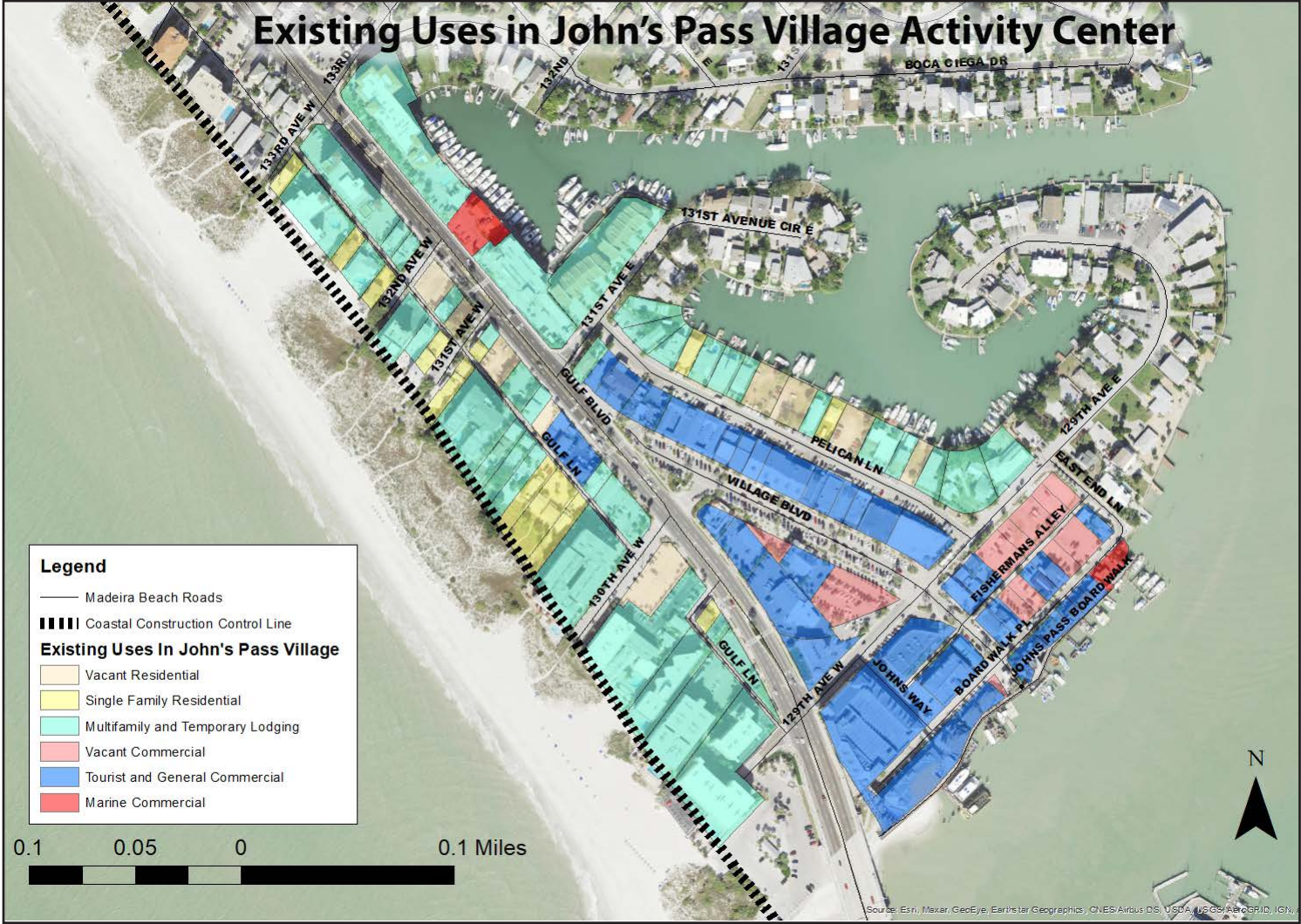


The designated Activity Center area includes the traditional tourist business uses located along the east side of Gulf Boulevard, Village Boulevard, and the Boardwalk area; the mix of residential and temporary lodging uses on the west side of Gulf Boulevard; the transitional residential and temporary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

EXISTING USES AND DENSITIES

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

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



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

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

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

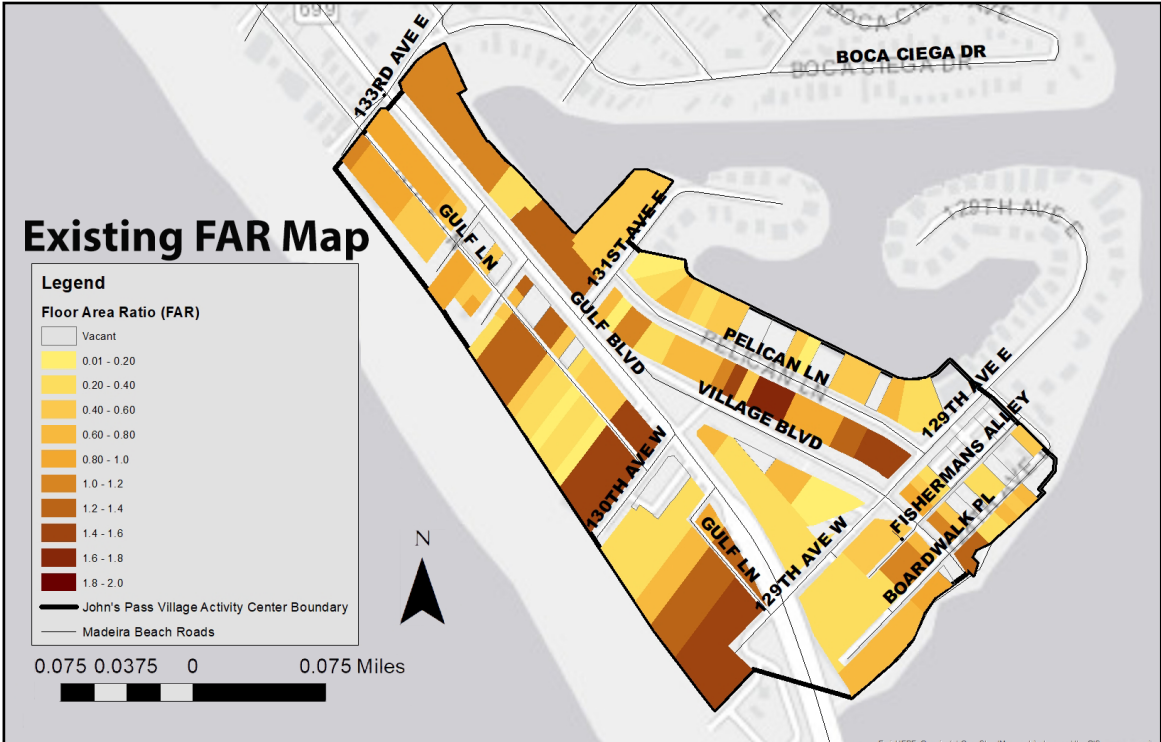
**TABLE 3.2
EXISTING LAND USES PER CHARACTER DISTRICT**

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

**TABLE 3.3
EXISTING FAR AND DENSITY RANGE**

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

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



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

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

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

EXISTING PLAN DESIGNATIONS AND STANDARDS

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

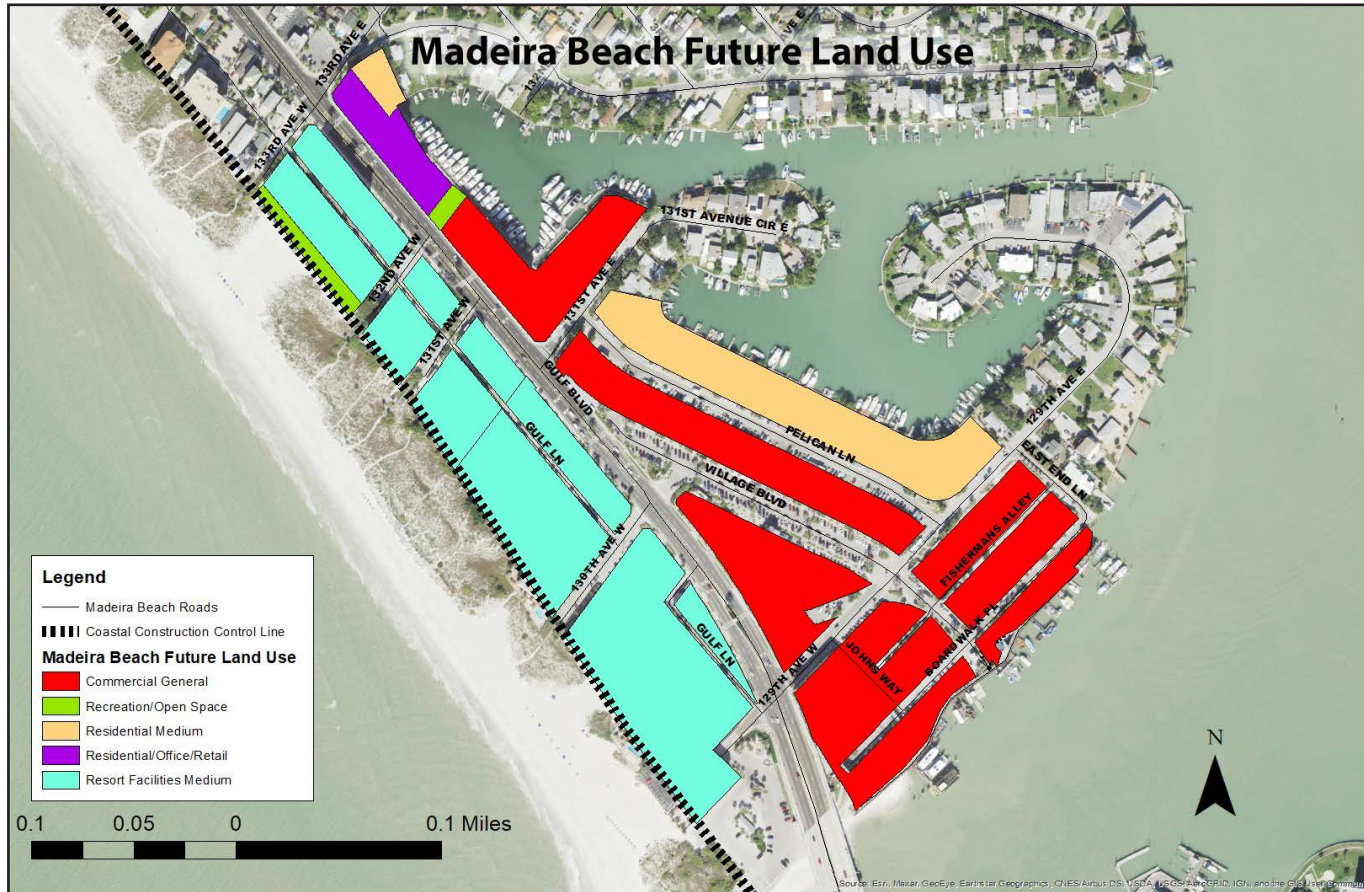


TABLE 3.5 EXISTING MADEIRA BEACH FUTURE LAND USE CATEGORY DENSITY AND INTENSITY MAXIMUMS

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

* Depends on land size

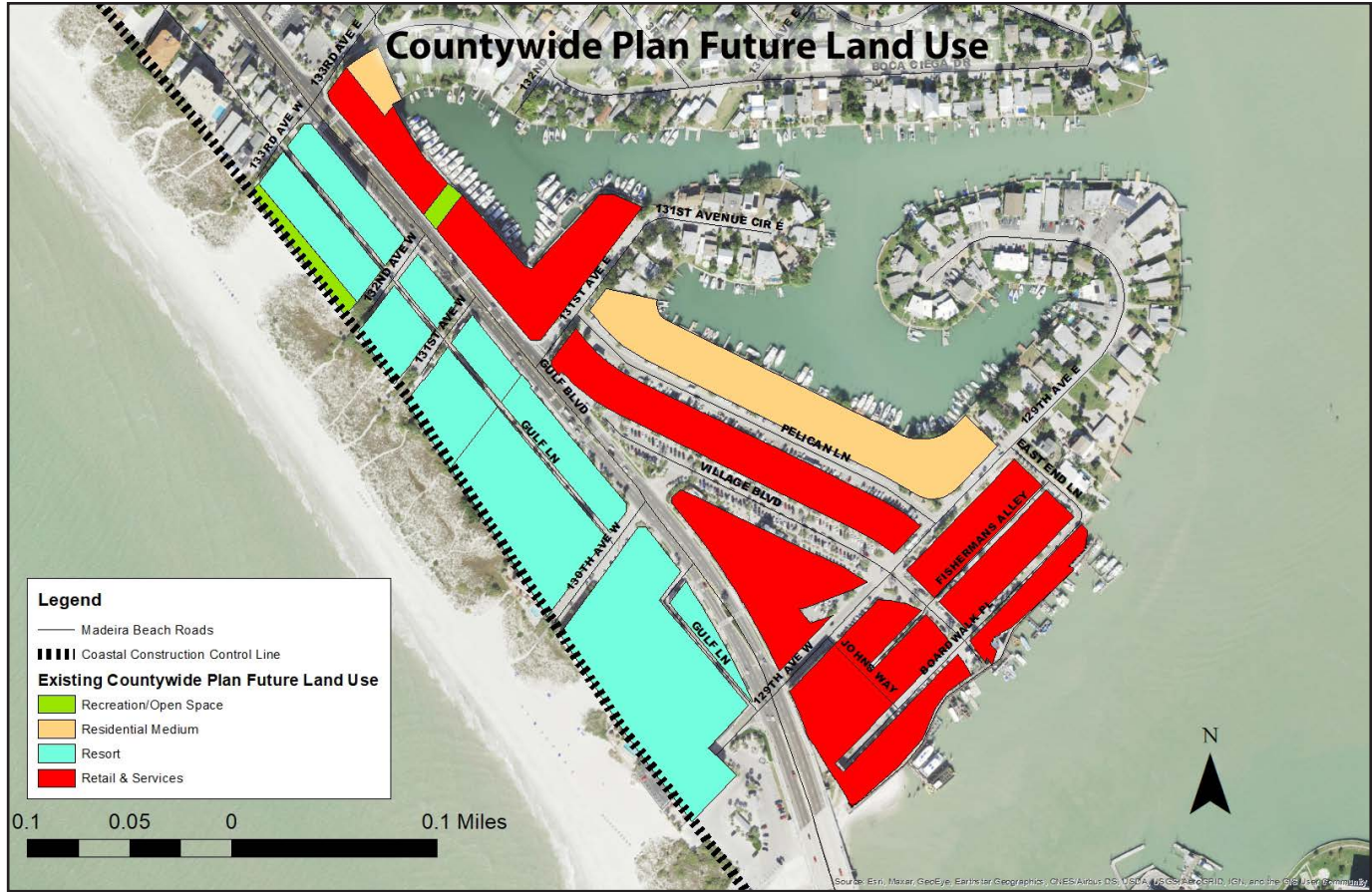


TABLE 3.6 EXISTING COUNTYWIDE FUTURE LAND USE CATEGORY DENSITY AND INTENSITY MAXIMUMS

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

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

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

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

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

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

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

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

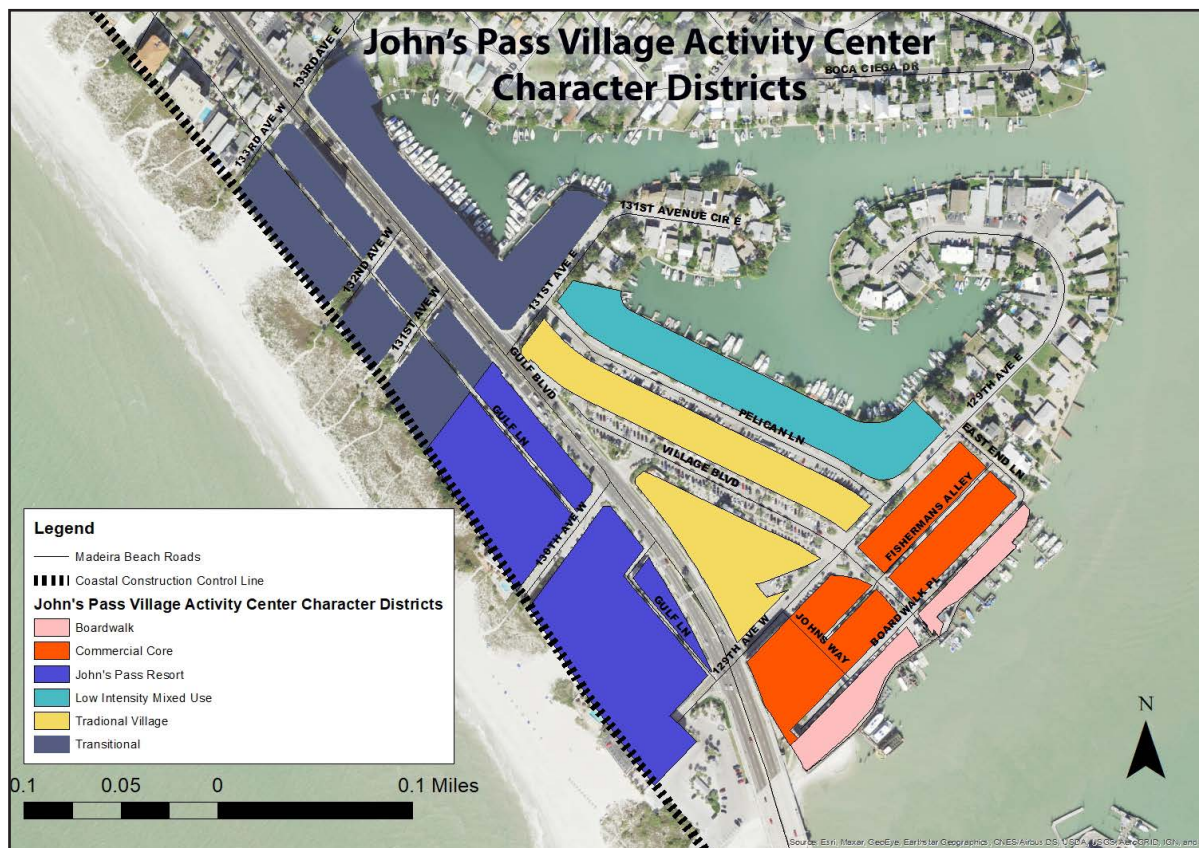
PROPOSED ACTIVITY CENTER PLAN

Plan Categories and Standards

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

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

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



Character Districts

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

Traditional Village

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

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



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

Allowed Uses: Residential, Temporary Lodging, and Commercial.

Density: Residential 15 UPA, Temporary Lodging 45 UPA.

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

Impervious Surface Ratio: 0.85

Commercial Core

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

Allowed Uses: Residential, Temporary Lodging, and Commercial.

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

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

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

Impervious Surface Ratio: 0.85



Boardwalk District

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

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

Allowed Uses: Commercial, Commercial Recreation, and Services.

Density: Residential and Temporary Lodging
0 UPA.

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

Impervious Surface Ratio: 0.85



Low Intensity Mixed Use

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



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

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

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

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

Impervious Surface Ratio: 0.85

John's Pass Resort

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

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

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

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

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

Areas over an acre Temporary Lodging 100 UPA and FAR 2.5

Impervious Surface Ratio: 0.85



Transitional

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

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

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

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

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

Impervious Surface Ratio: 0.85



RELATIONSHIP TO COUNTYWIDE PLAN

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

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

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

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

TABLE 3.7

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

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

*Bonus Standards are available only through a Development Agreement

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

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

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

	Existing- Madeira Beach Comprehensive Plan Existing Average Standards	Countywide Plan Existing Average Standards	Countywide Plan Activity Center (Community- Neighborhood Center) Maximum Standard	Highest <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>	19.44-16	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	3.0-2.0	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.

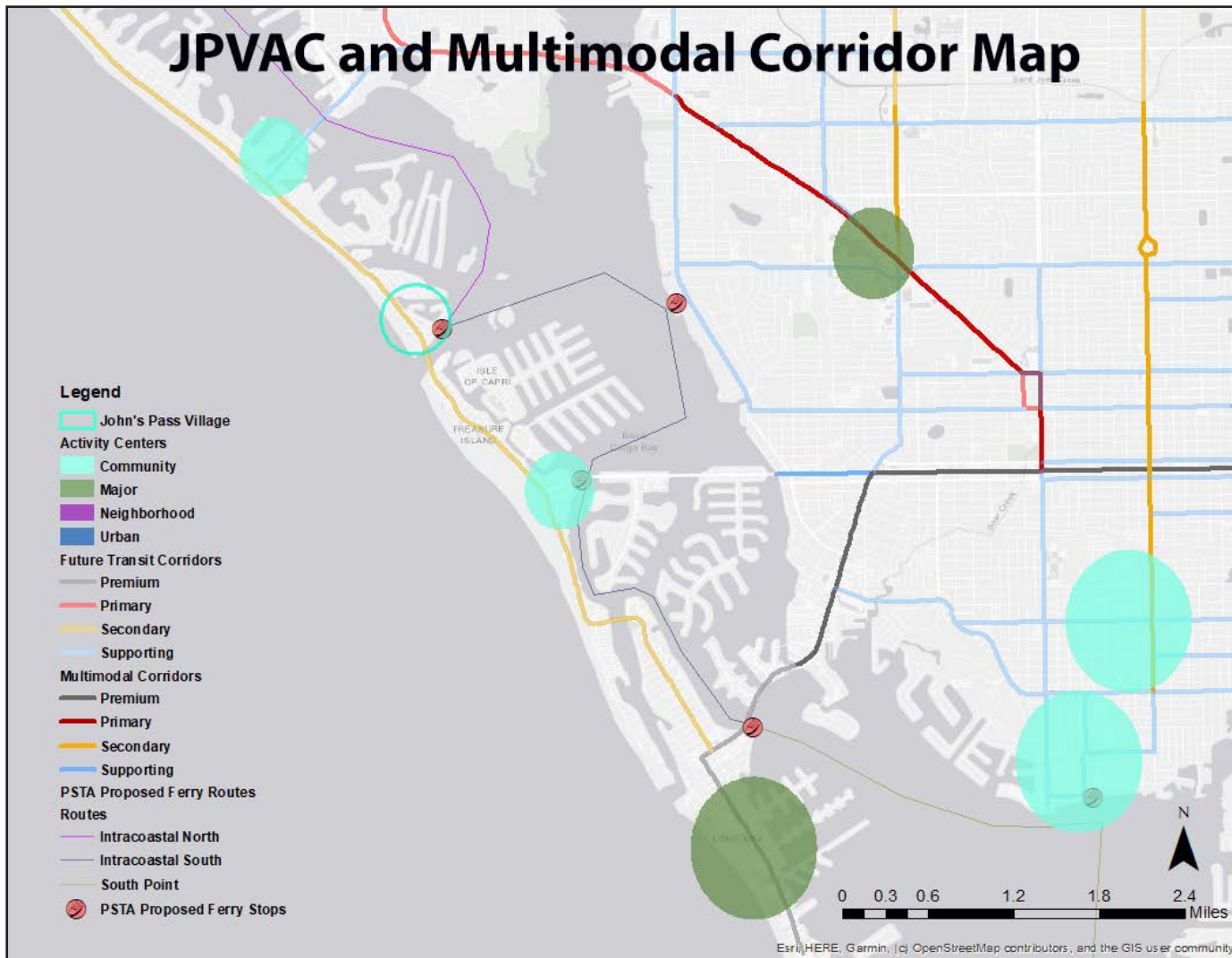
EXISTING ACTIVITY CENTERS, EXISTING MULTI-MODAL CORRIDORS, AND FUTURE TRANSIT CORRIDORS NEAR JOHN’S PASS VILLAGE

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**

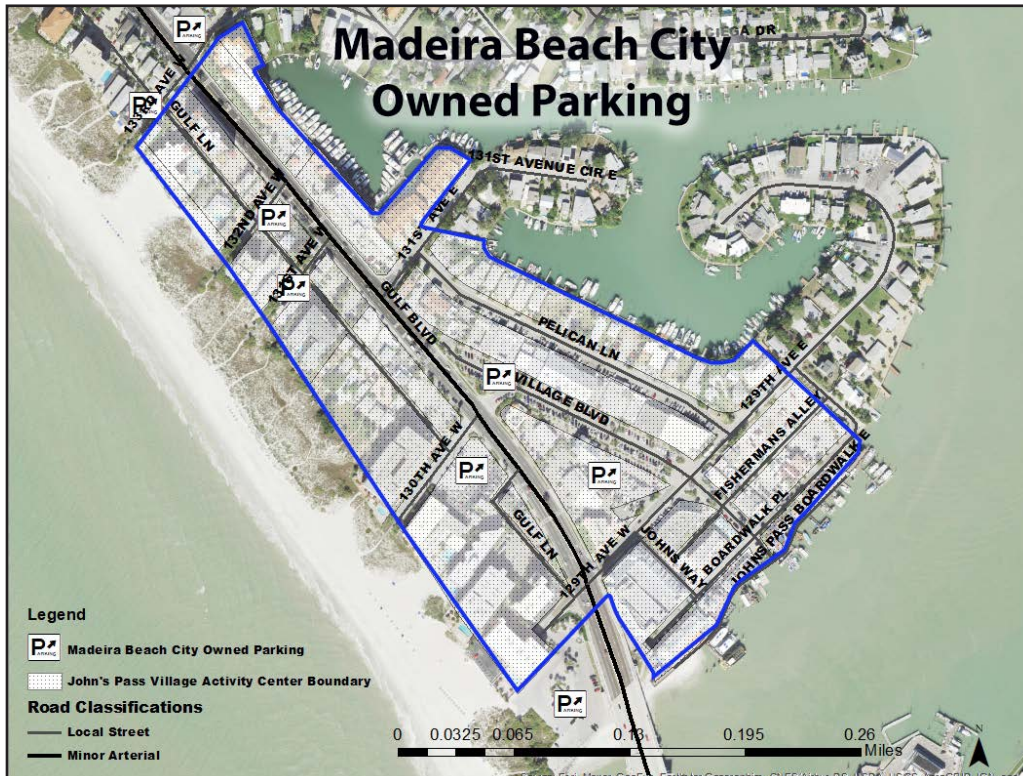
<i>Location</i>	<i>Regular Spaces</i>	<i>Handicap Spaces</i>	<i>City Vehicle Spaces</i>	<i>Employee Spaces</i>
John’s Pass Village Parking Lot	53	4	1	2
Village Blvd	111	3	0	0
John’s Pass Park (South Beach)	89	10	1	0
130th Ave W	76	2	0	0
131st Ave W	6	0	0	0
132nd Ave W	26	2	0	0
133rd Ave E	12	1	0	0
133rd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

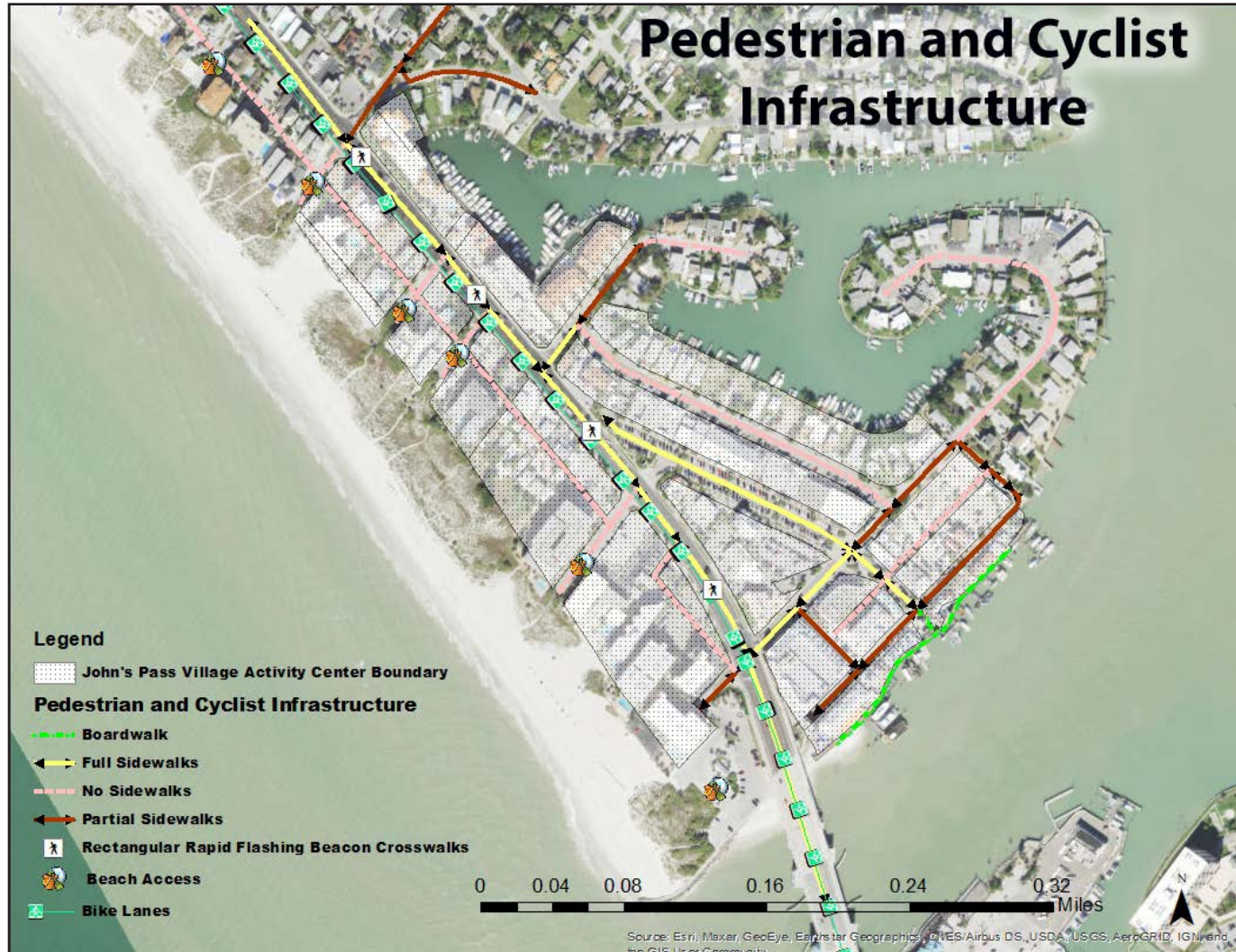
Within the proposed John’s Pass Village Activity Center are city-owned public parking spaces located on the street, at the beach access points, and at surface parking lots. There are 385 regular spaces, twenty-three handicap spaces, two city vehicle spaces, and two employee spaces. In the Madeira Beach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

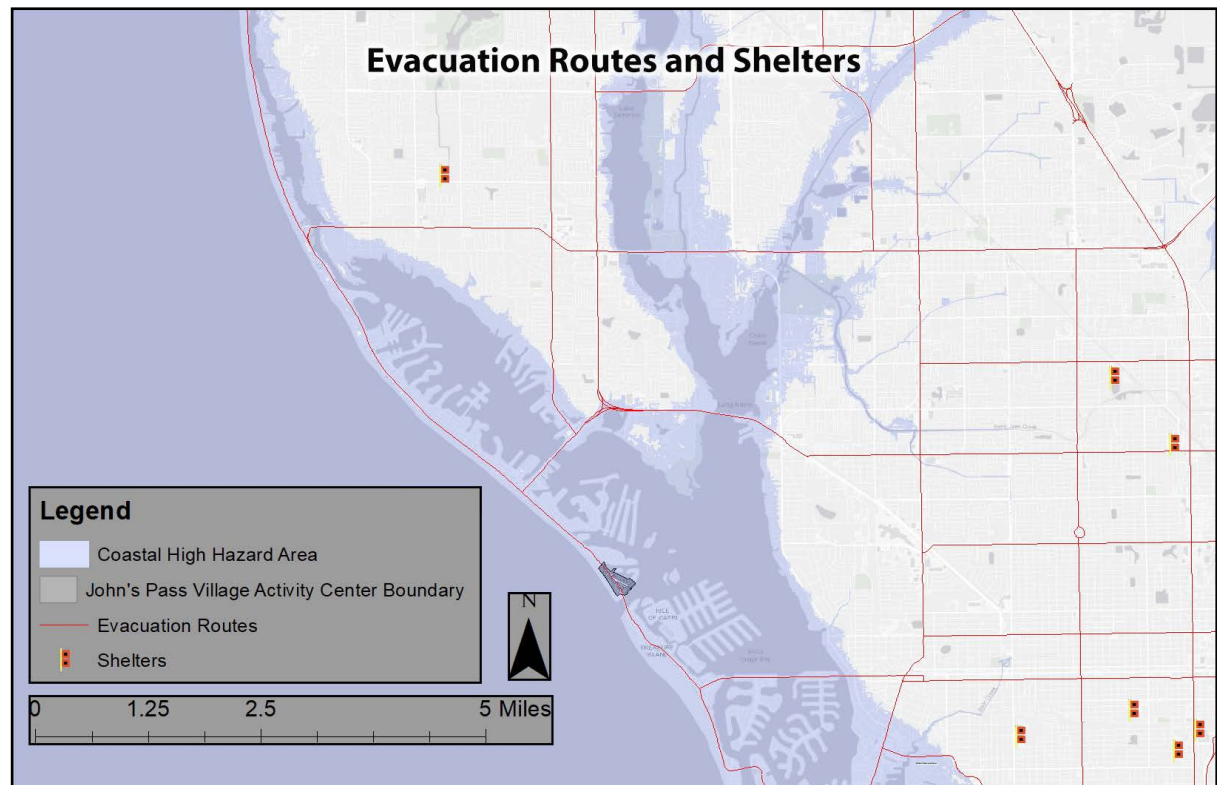
The CHHA is defined as follows:

“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.

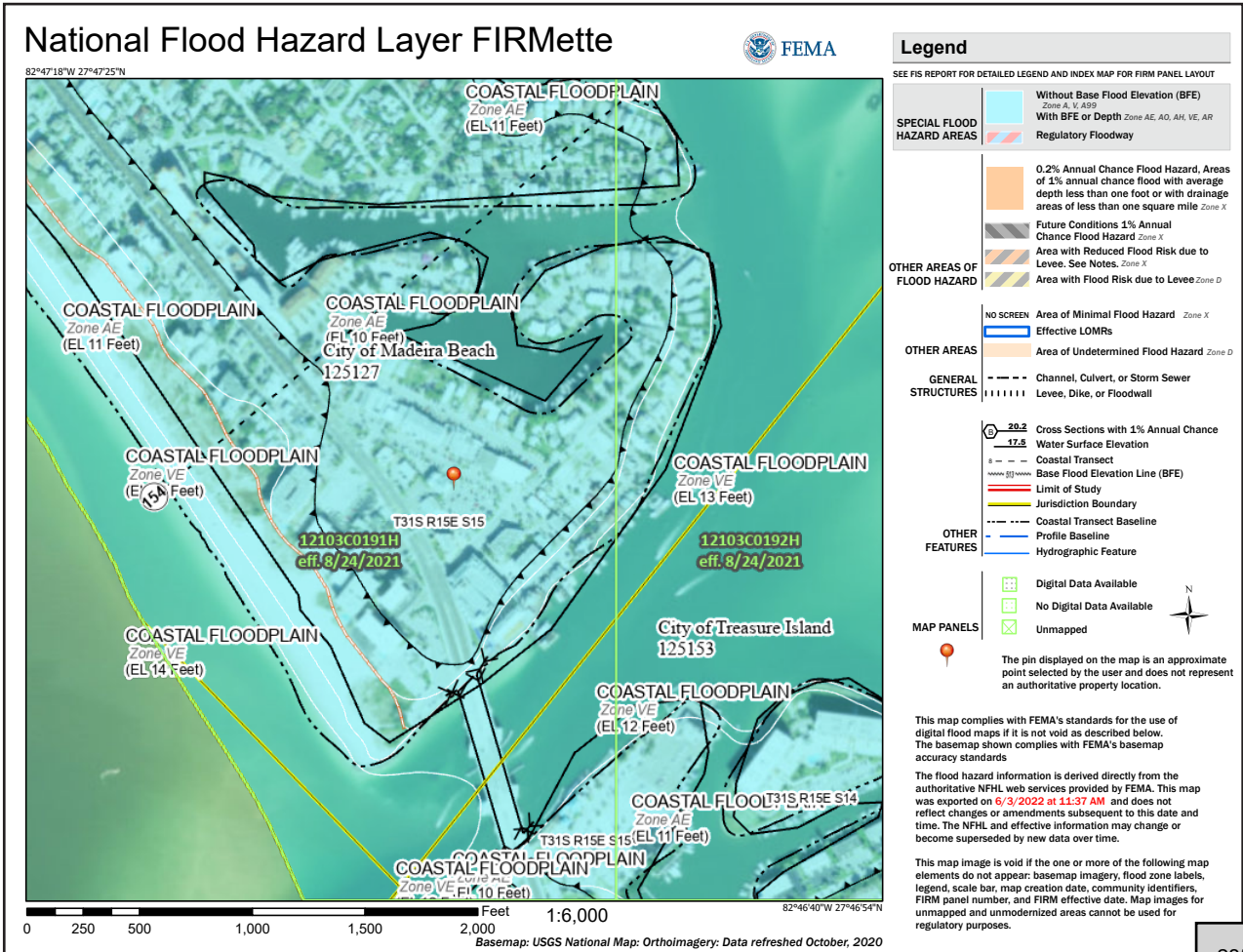


APPLICABLE FLOODPLAIN MANAGEMENT PROVISIONS

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 Gulf Boulevard and directly serve the proposed Activity Center. Through the development of the Activity Center, densities and intensities will be located along and near the future secondary transit corridor.

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

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

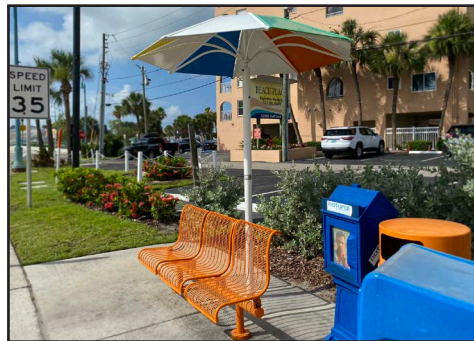
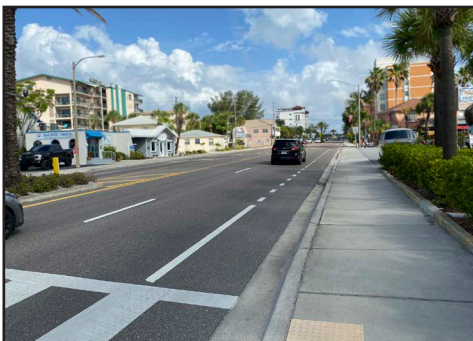
- Policy 1.5.3 Ensure the scale of proposed development shall be appropriate to the level of accessibility with more intensive development located in those areas with high accessibility.



Connectivity

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

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



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

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

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

Boulevard as a “Secondary Transit Corridor.”

The Madeira Beach Comprehensive Plan states the following regarding connectivity:

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

Site Orientation

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

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

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

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





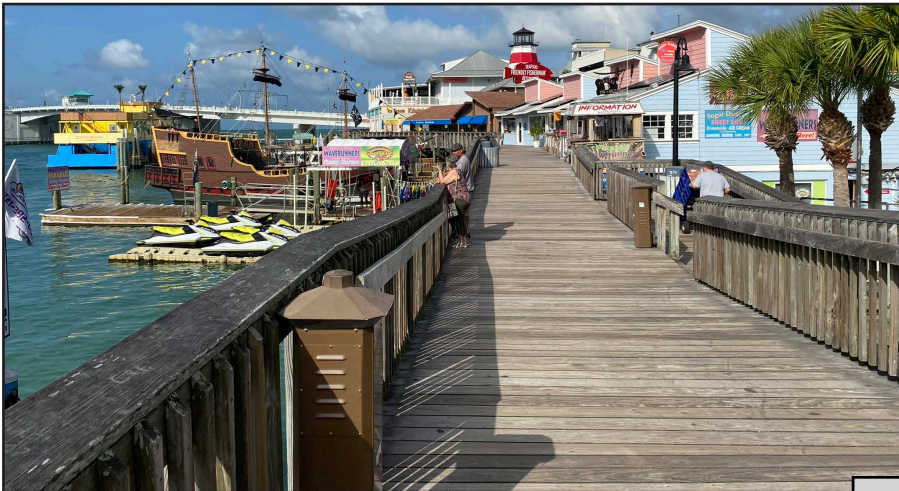
Traditional Village: shaded walking area, wide sidewalks, parking in rear and public parking in front.



Commercial Core: pedestrian activity surrounding a camouflaged parking garage



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



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

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

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

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

The Madeira Beach Comprehensive Plan states the following regarding connectivity:

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



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



Public Realm Enhancements

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

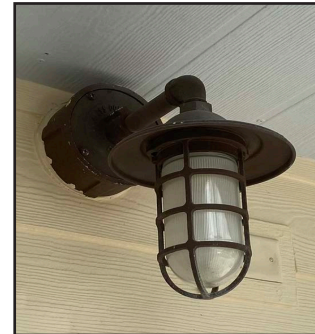
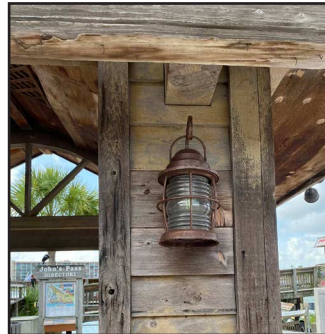
In relationship to multi-modal travel, a strategically located transit hub that provides for transit connections to parking, bicycle and pedestrian facilities would be of great assistance in establishing the “point of entry” from the Gulf Boulevard corridor to the Village.

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

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

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

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



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

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

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



A walkway to the beach in JPV Activity Center.



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

Ground Floor Design and Use

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

The current development pattern in John’s Pass Village



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

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

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

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

Transition to Neighborhoods

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



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.

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

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.

Map A1 Reclassified Special Centers Location

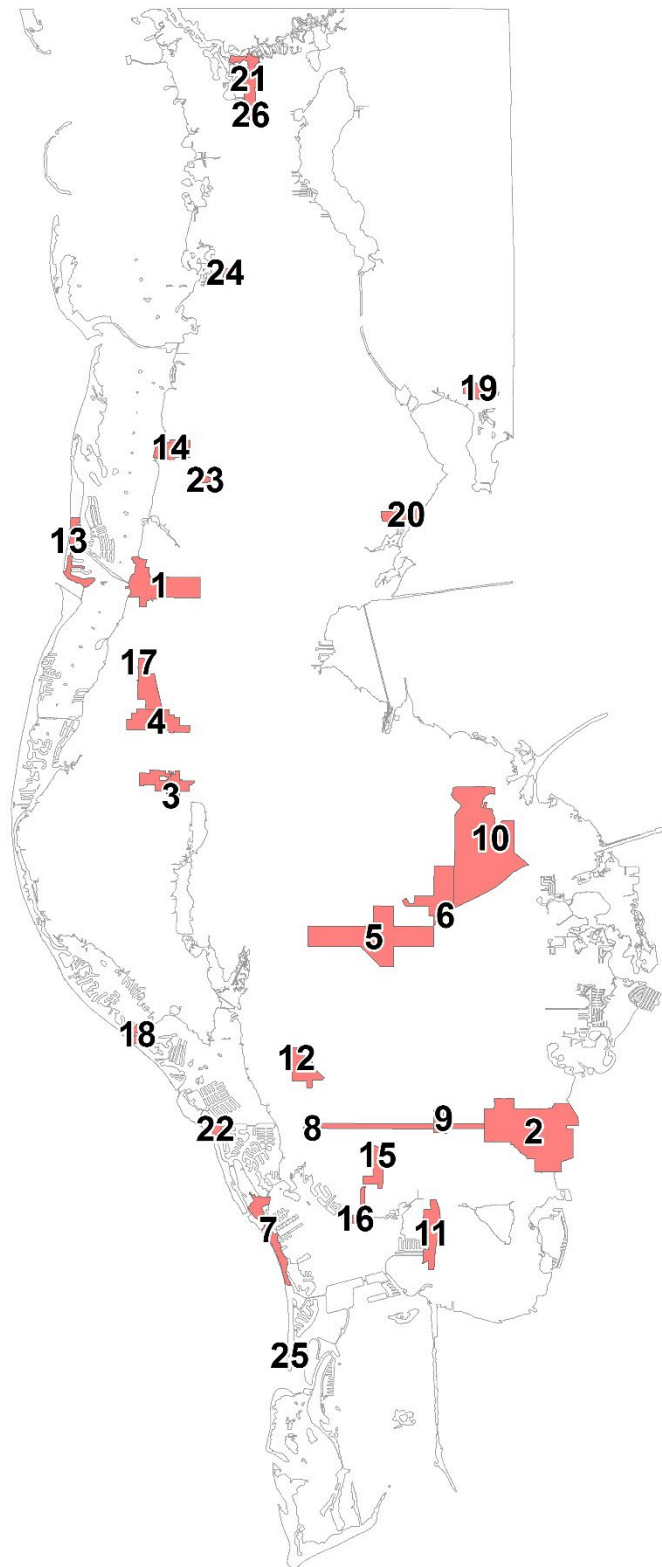


Table A1
Reclassified Special Centers

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:

- 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.
- 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.
- 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.

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

5.2.1.3 **Alternative Temporary Lodging Use Standards.**

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

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

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

Table 6
Alternative Temporary Lodging Density and Intensity Standards

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

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

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

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

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

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

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

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

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

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.

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

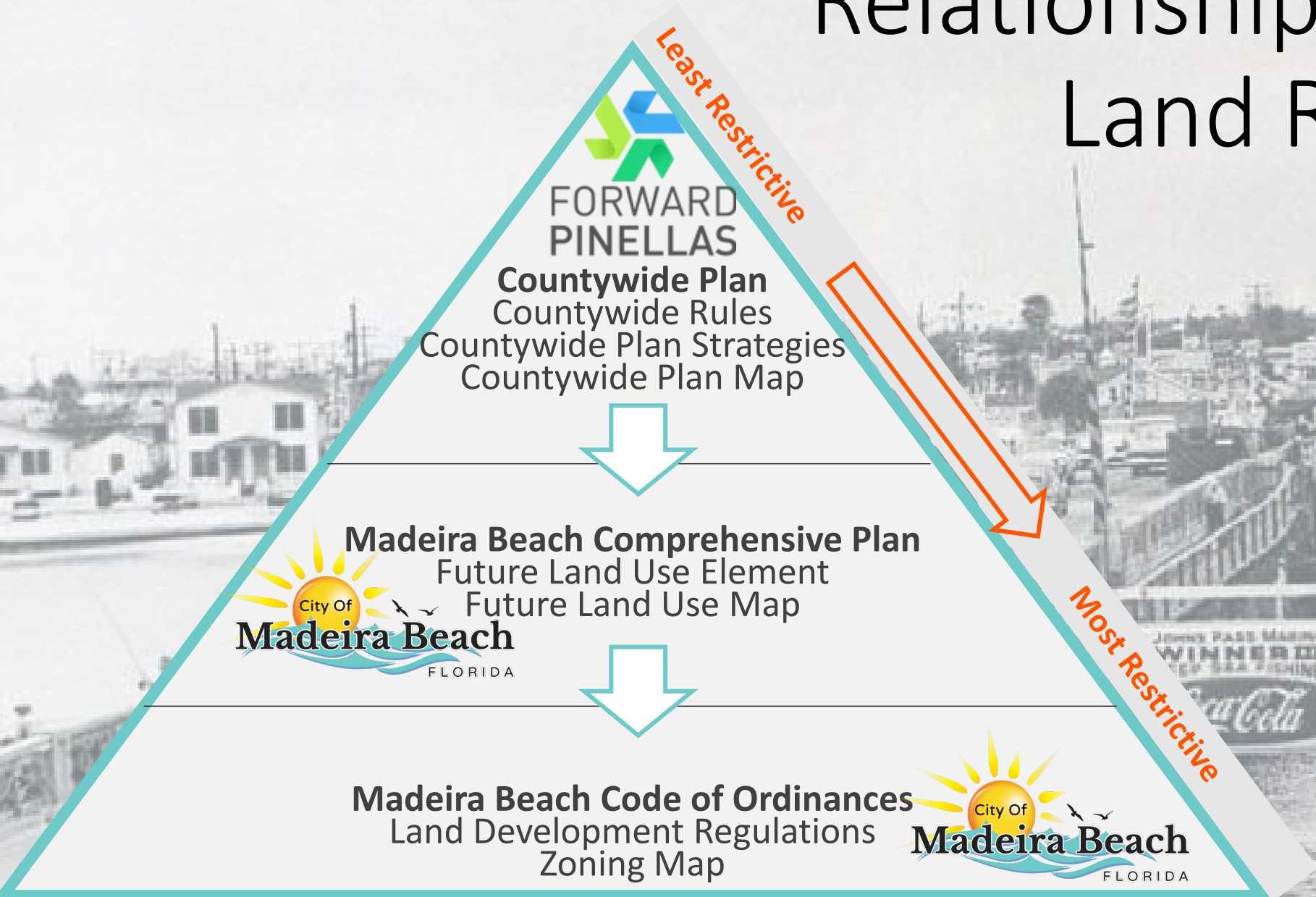
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— John's Pass Village Activity Center Study Area

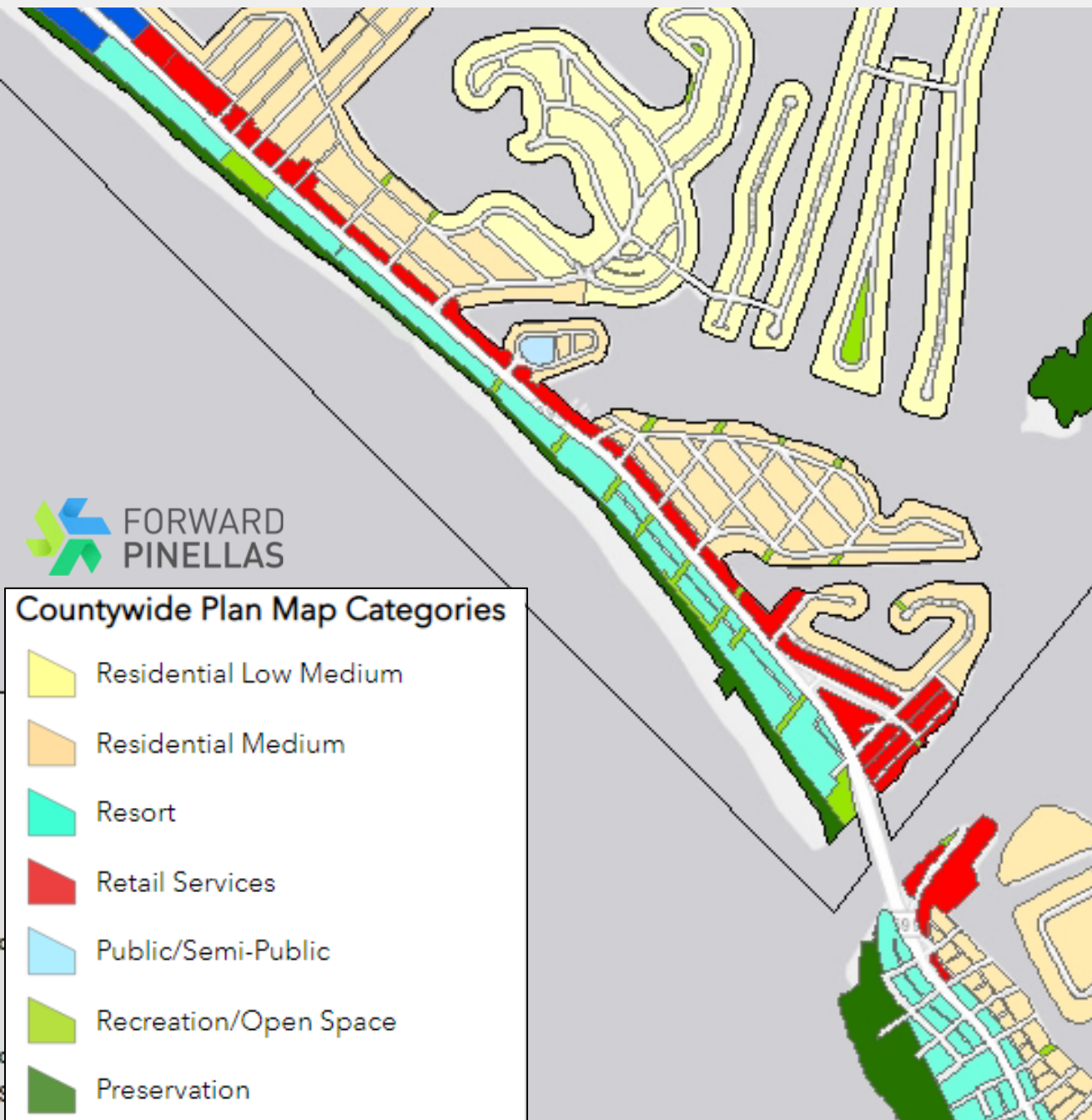
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Relationship with Local Land Regulations



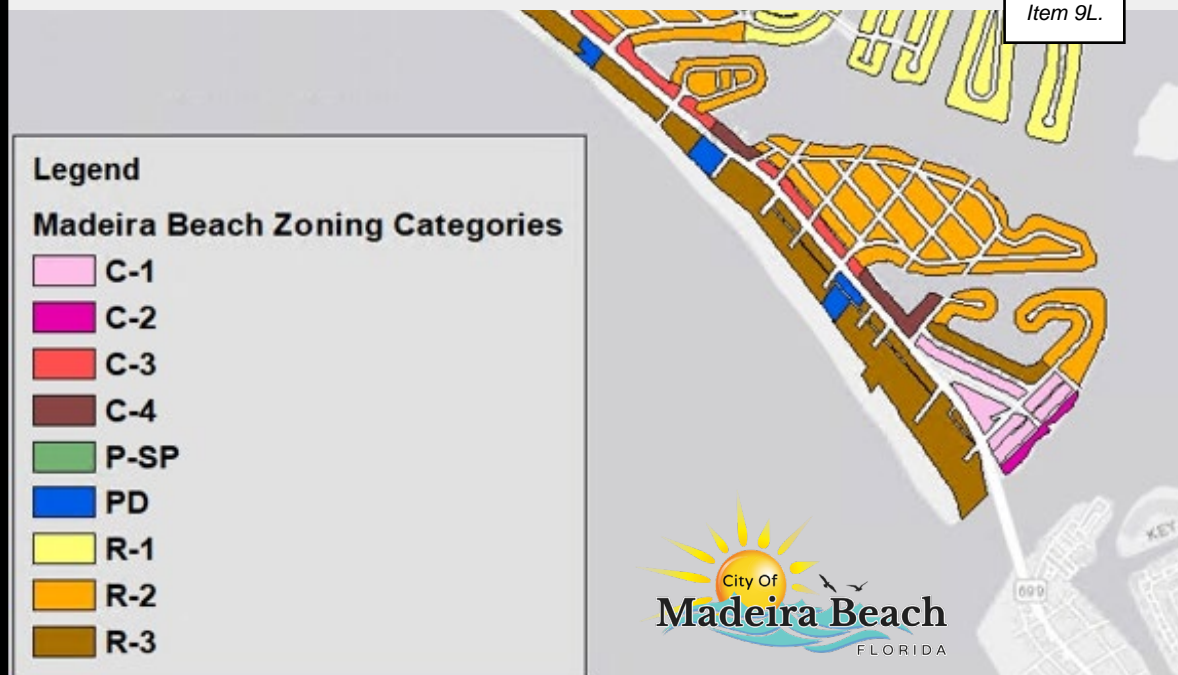
COUNTYWIDE PLAN MAP



Countywide Plan Map Categories










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

MADEIRA BEACH ZONING MAP

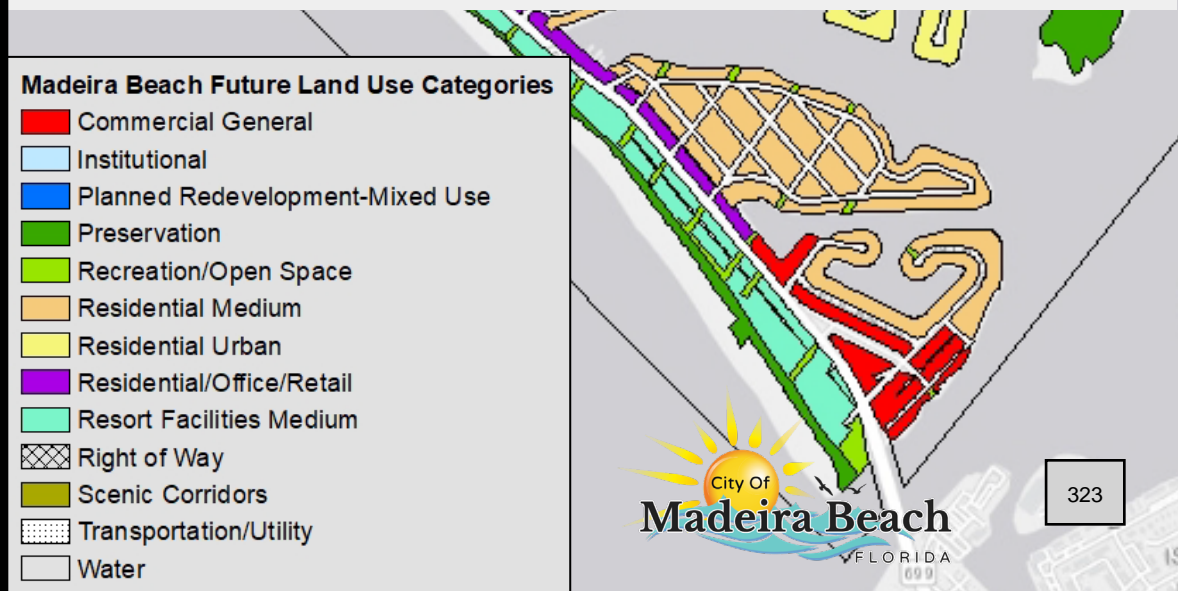


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







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



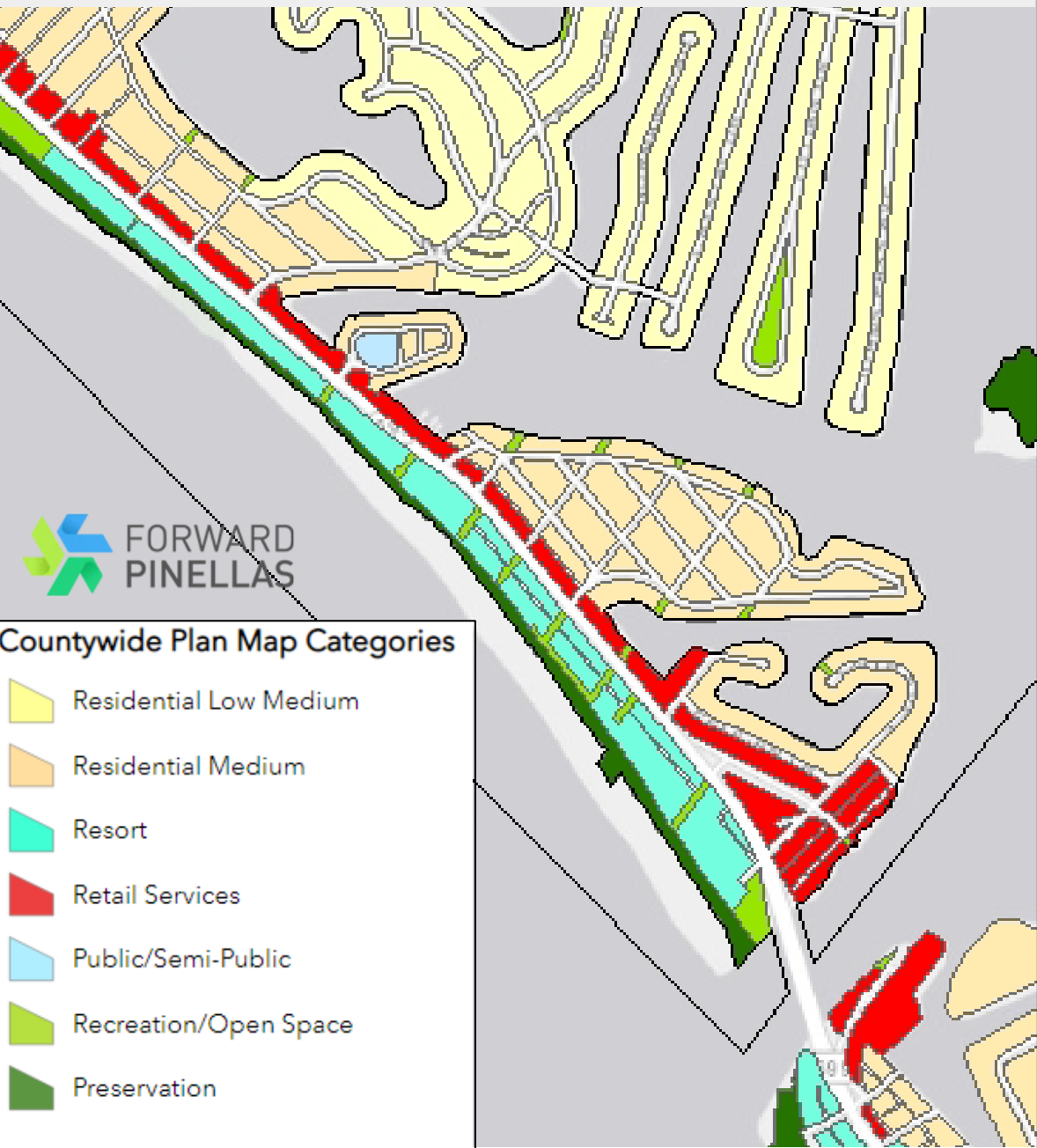
Madeira Beach Future Land Use Categories

-  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

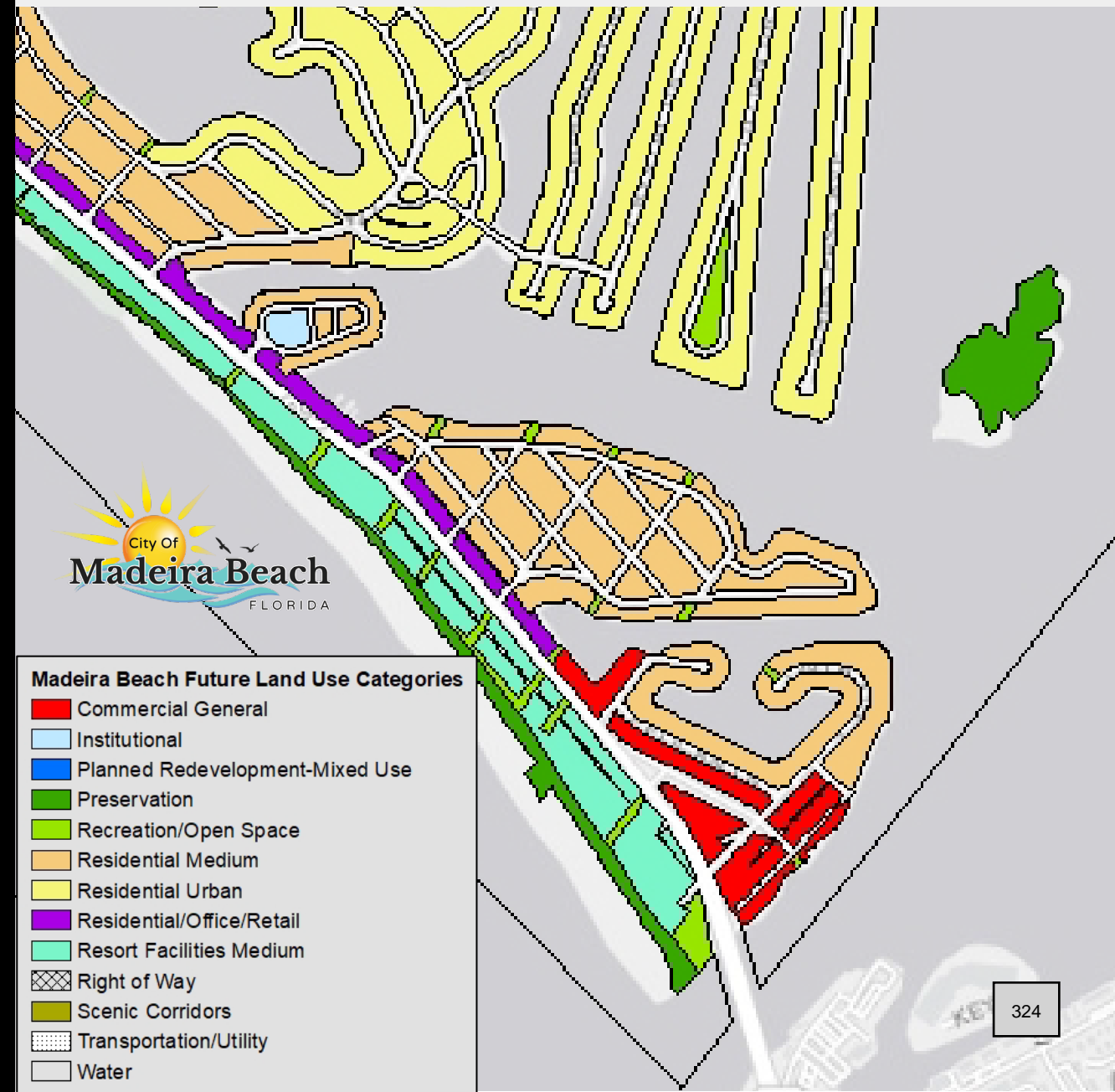
MADEIRA BEACH FUTURE LAND USE MAP

Item 9L.



Countywide Plan Map Categories

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



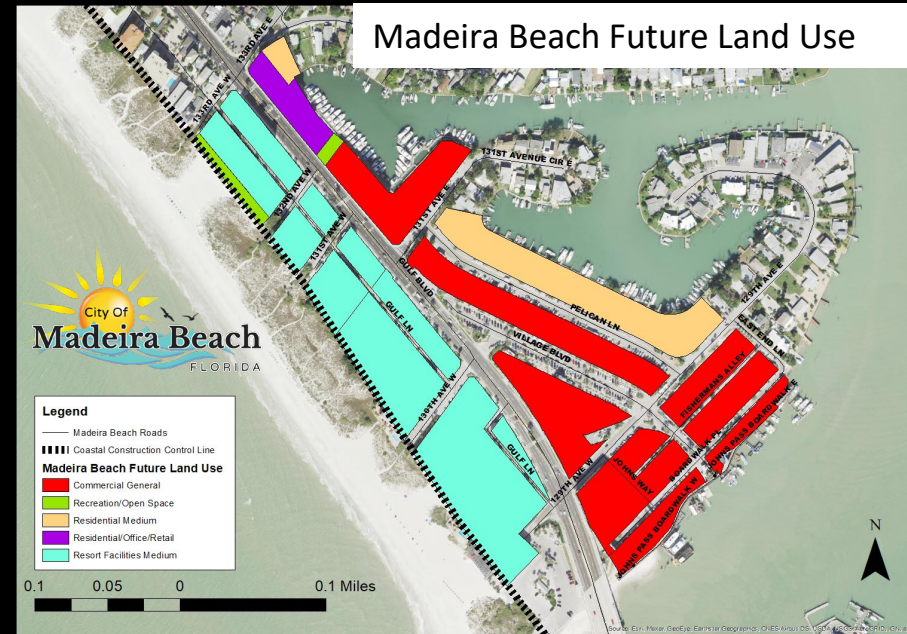
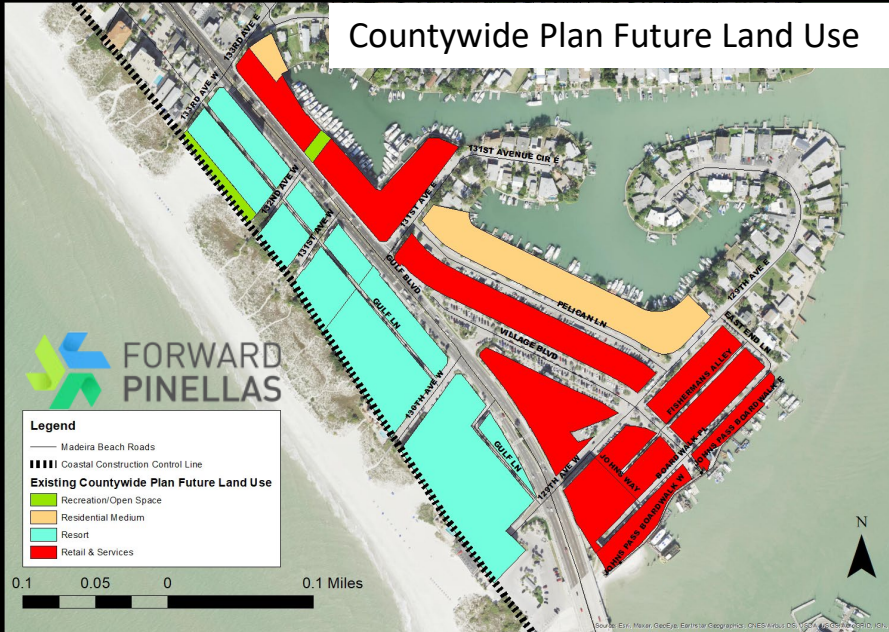
Madeira Beach Future Land Use Categories

- 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)

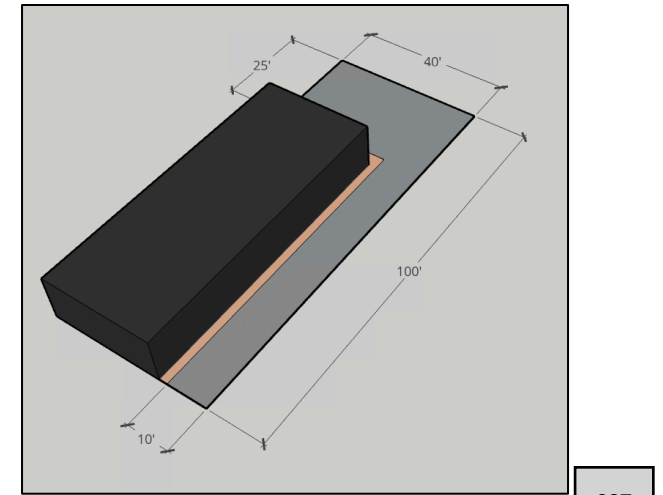
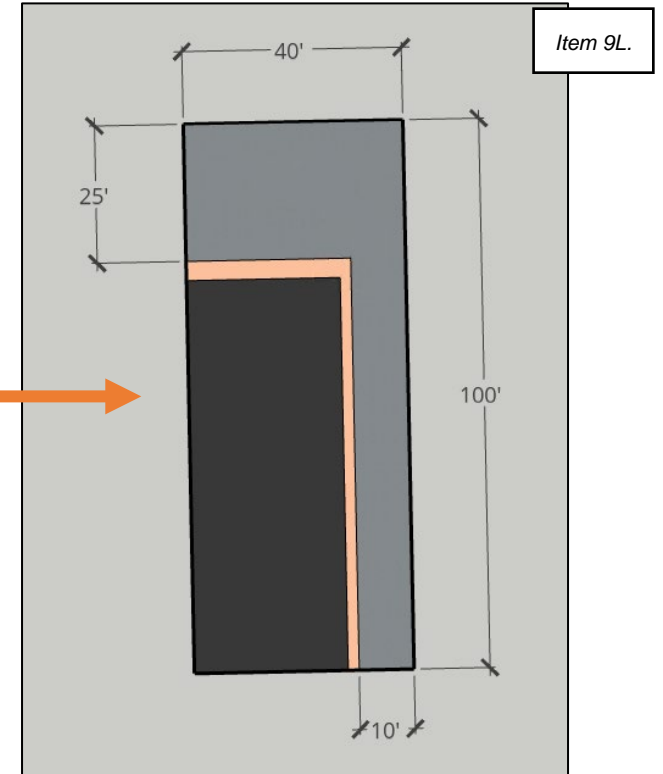
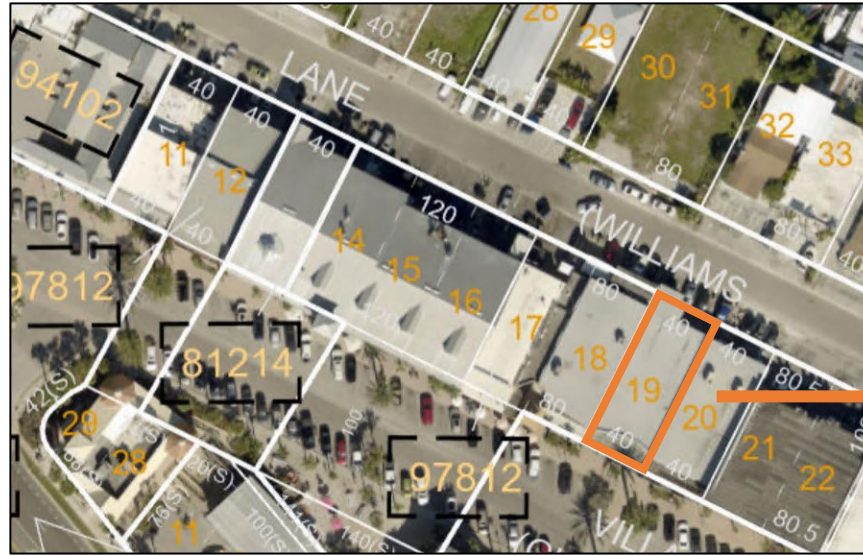
EXISTING DENSITIES AND INTENSITIES



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

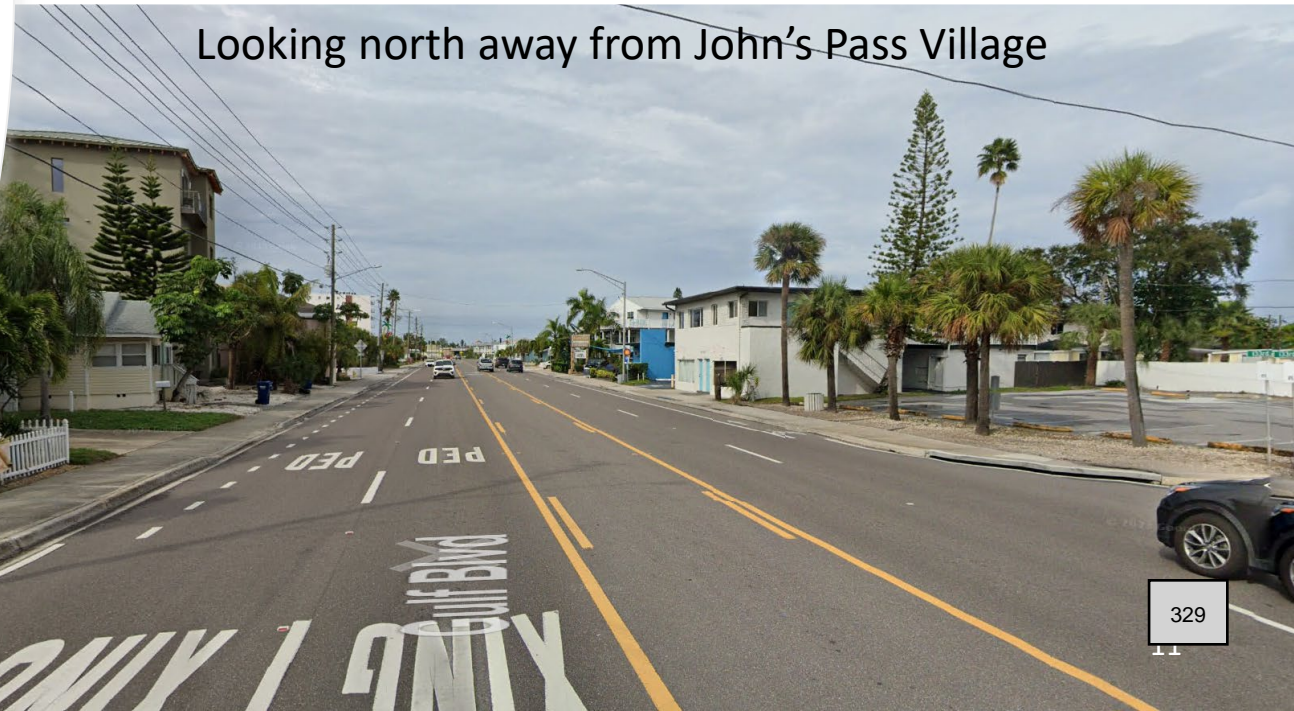
Character District	Residential Density Range (UPA)	Temporary Lodging Density Range (UPA)	FAR Range
Boardwalk	0	0	0.4 - 1.3
Commercial Core	14.5	12.4	0.2 - 1.1
John's Pass Resort	4.8 - 70	36.4	0.1 - 1.6
Low Int. Mixed Use	9.4 - 37.7	17.5 - 34.0	0.2 - 0.7
Traditional Village	10.9	0	0.03 - 1.7
Transitional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

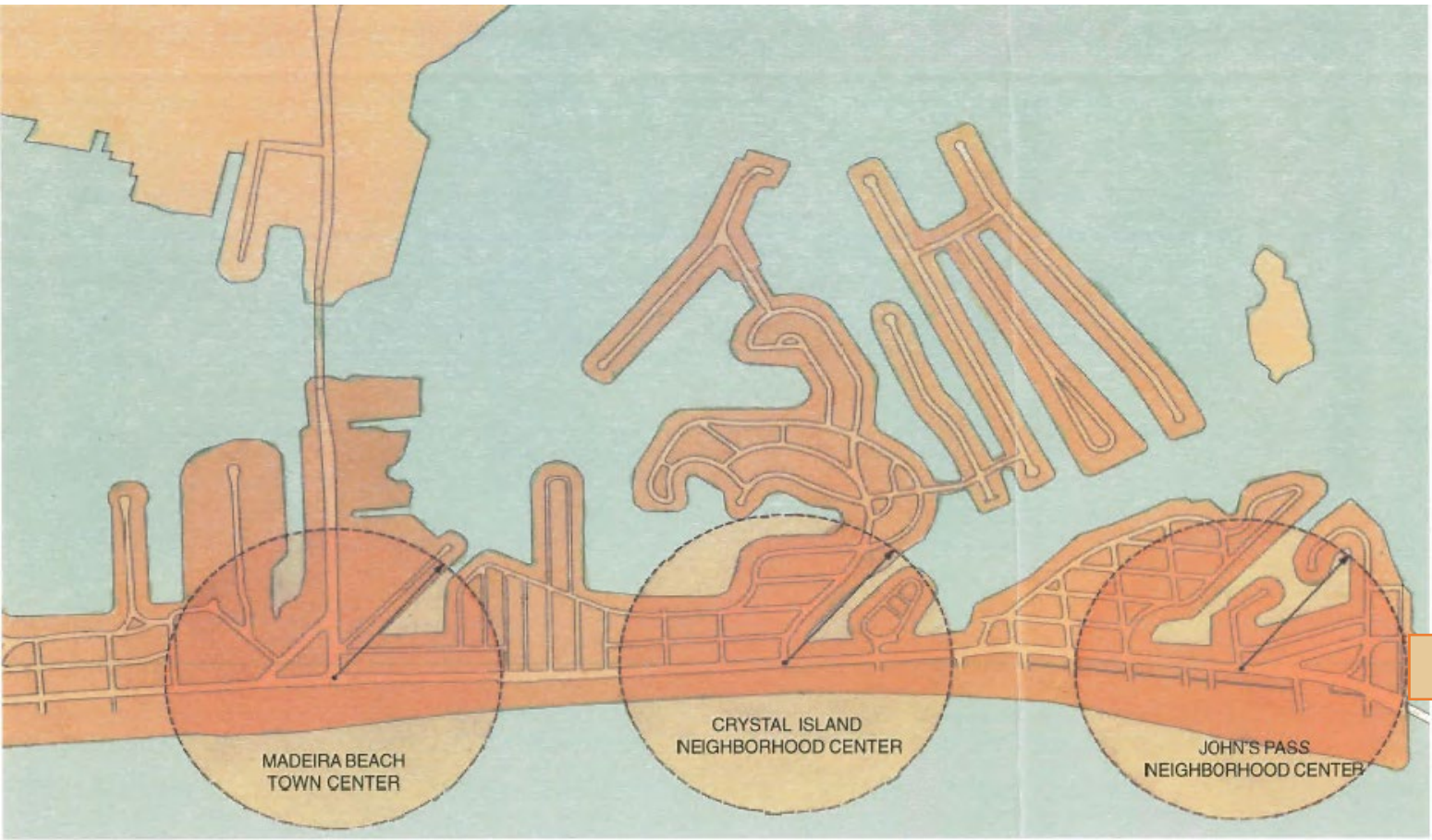


Looking north away from John's Pass Village



CITY OF MADEIRA BEACH MASTER PLAN

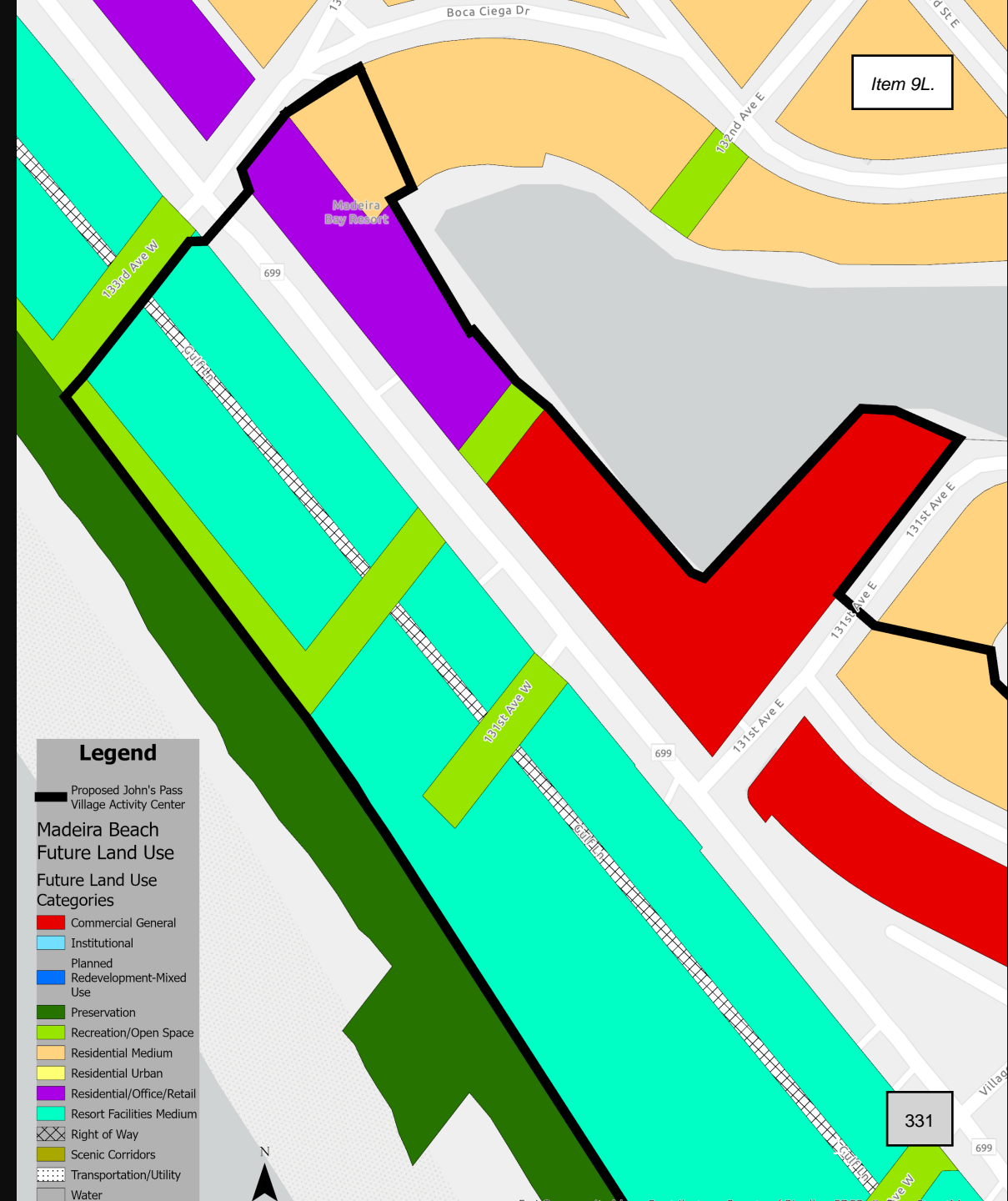
Item 9L.



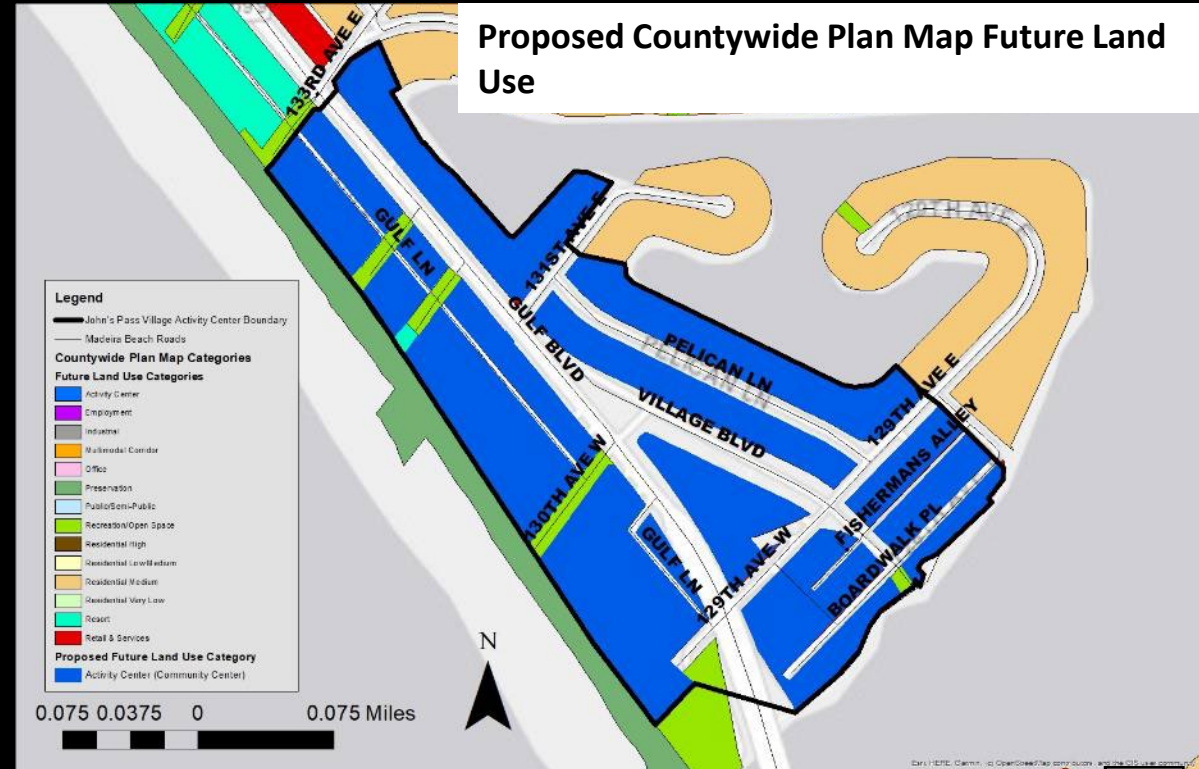
Map Delimiting the Areas to Be included Within the Three Proposed Pedestrian Sheds

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



COUNTYWIDE PLAN MAP



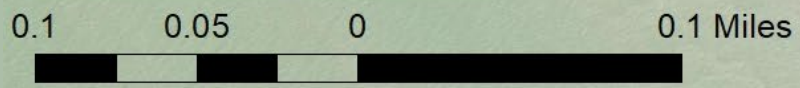
John's Pass Village Activity Center

Item 9L.



Legend

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



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

Proposed Activity Center Plan: Character Districts

Traditional Village

Commercial Core

Boardwalk

John's Pass Resort

Low Intensity Mixed Use

Transitional



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.l.) 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
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 5.2.1.2.
- 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 9L.

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

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: 1.2
 Temp: 60
 Res: 15

FAR: 1.5
 Temp: 0
 Res: 0

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

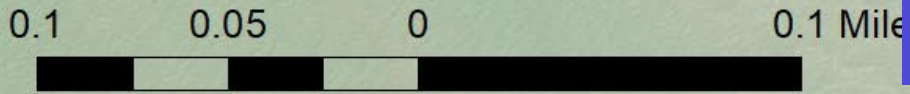
FAR: 1.0-2.0
 Temp: 45-75
 Res: 18

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.

TABLE 3.7

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

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

*Bonus Standards are available only through a Development Agreement

Character District	Residential UPA	Temporary Lodging UPA	Alternative Temporary Lodging UPA*	FAR	Alternative Temporary Lodging FAR*
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 by right Standards in JPVAC	Average by right Standards in JPVAC	Average Bonus* Standards in JPVAC
Residential UPA	16.07	24.92 <u>25</u>	90-60	24 <u>18</u>	19.44 <u>16</u>	19.44
Temporary Lodging UPA	51.02	38.43 <u>38</u>	150-100	100 <u>60</u>	56.44 <u>50</u>	75.14
FAR	1.24	0.80	3.0-2.0	3.0 <u>2.0</u>	1.93 <u>1.78</u>	2.43

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

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

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

Item 9L.

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



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Item 9L

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Ed Armstrong
Chair, Pinellas

Michelle Williamson
Vice Chair, Hillsborough

John Mitten
Secretary, Hernando, Marion

Jack Bispham
Treasurer, Manatee

Kelly S. Rice
Former Chair, Citrus, Lake,
Levy, Sumter

Joel Schleicher
Former Chair, Charlotte,
Sarasota

Ashley Bell Barnett
Polk

John Hall
Polk

James Holton
Pinellas

Dustin Rowland
Pasco

Robert Stern
Hillsborough

Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

September 6, 2023

Ms. Jenny Rowan, AICP
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Subject: **Madeira Beach 23-3ESR**

Dear Ms. Rowan:

The Southwest Florida Water Management District (District) has reviewed the proposed amendment. It does not appear that it will result in any adverse regional water resource-related impacts. Therefore, we are not forwarding any comments for consideration.

We appreciate this opportunity to participate in the review process. If you have any questions or require further assistance, please do not hesitate to contact me at (352) 269-6937 or james.golden@watermatters.org.

Sincerely,

James J. Golden, AICP
Senior Planner

JG
cc: Barbara Powell, FC

From: [Jenny Rowan](#)
To: [VanBlargan, Clara](#)
Cc: [Morris, Andrew](#)
Subject: FW: Madeira Beach 23-03ESR Proposed
Date: Monday, September 11, 2023 2:50:40 PM
Attachments: [image002.png](#)

Jenny Rowan, CFM

Community Development Director
City of Madeira Beach
727-391-9951 x 255

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Thursday, September 7, 2023 6:25 PM
To: Jenny Rowan <jrowan@madeirabeachfl.gov>; DCPexternalagencycomments <dcpexternalagencycomments@deo.myflorida.com>
Cc: Plan_Review <Plan.Review@dep.state.fl.us>
Subject: [e] Madeira Beach 23-03ESR Proposed

To: Jenny Rowan, CFM, Community Development Director

Re: Madeira Beach 23-03ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



[Dep Customer Survey](#)



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

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

September 7, 2023

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

Dear Mayor Rostek:

The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for Madeira Beach (Amendment No. 23-03ESR) received on August 8, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Christina Nazaire, Planning Analyst, by telephone at (850)-717-8532 or by email at christina.nazaire@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /cn

Enclosure(s): Procedures for Adoption

cc: Jenny Rowan, CFM, Community Development Director

Sean Sullivan, Executive Director, Tampa Bay Regional Planning Council

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce’s electronic amendment submittal portal “**Comprehensive Plan and Amendment Upload**” (<https://fldeo.my.salesforce-sites.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Memorandum

Meeting Details: December 13, 2023 – BOC Regular Meeting

Prepared For: Hon. Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Public hearing for **2COP ALCOHOLIC BEVERAGE LICENSE APPLICATION ABP 2023-06** with stated intent to sell beer and wine for consumption on premises at Barefoot Beach Club located at 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2 Madeira Beach, Florida, 33708.

Background:

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2023-06 is requesting authorization from the Board of Commissioners for the approval of a (2COP) Alcoholic Beverage License with the intent to sell beer and wine for consumption on premises at Barefoot Beach Club located at 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2 Madeira Beach, Florida, 33708. As required in Section 110-539, the Notice of Public Hearing was properly sent to all property owners within 300 feet of the subject property 15 days prior to the scheduled consideration by the Board of Commissioners. Such notice has also been posted on the subject property, City Hall, City Website, and the Gulf Beaches Public Library.

Discussion:

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

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

Barefoot Beach Club has the Future Land Use Category of Resort Facilities Medium (RFM) and the Zoning Category of Planned Development. The surrounding properties to the hotel are zoned R-3 Medium Density Multifamily Residential. The R-3 Zoning District is a mix of tourist accommodations and single-family and multi-family residential properties. The only alcohol use allowed in the R-3 Zoning District is for restaurants that meet the requirements in Section 110-

527 of the Madeira Beach Code of Ordinances. The Development Agreement previously approved for Barefoot Beach Club stated that the restaurant use would be ancillary and for hotel guests only. The applicants' proposed alcohol use would meet the requirements for restaurants located in Section 110-527 and would be compatible with the alcohol use limitations for the neighboring properties that are in the R-3 Medium Density Multifamily Residential Zoning District.

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

The proposed alcohol use at the restaurant would be ancillary to the main use of the property, which is used as a hotel. The alcohol would be sold alongside food and would only be sold to hotel guests. The applicants are applying for a 2COP license which is restricted to just beer and wine. The proposed alcohol use will need to meet the restaurant requirements in Section 110-527 of the Madeira Beach Code of Ordinances. Since the proposed alcohol use would be for an ancillary restaurant for hotel guests, additional congestion would not be expected.

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

This establishment is not located within three hundred feet of a church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. Barefoot Beach Club was rezoned to a Planned Development and the properties surrounding it are zoned R-3 Medium Density Multifamily Zoning District. Both Barefoot Beach Club and the surrounding properties have the Future Land Use of Resort Facilities Medium (RFM). This future land use category allows for ancillary non-residential uses, but the primary use of the property would need to be either temporary lodging uses or residential uses. Alcohol for an ancillary restaurant would be compatible since it would not be the primary use of the property.

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

The proposed alcoholic beverage license use would not adversely affect public safety. The proposed alcohol use is compatible with the Planned Development zoning for the property and the surrounding properties located in the R-3 Medium Density Multifamily Residential Zoning District. The primary use of the property would continue to be a hotel. At least 60% of the gross

sales of the ancillary restaurant would need to come from non-alcohol related items. Sec. 110-538 of the Madeira Beach Code of Ordinances requires establishments classified as restaurants shall maintain books and records reflecting the gross sale of food and nonalcoholic items and the gross sale of alcoholic beverages and shall provide such books and records to the city within 30 days upon request. Failure to keep the books and records required in this section shall be adequate grounds for the board of commissioners to revoke the alcoholic beverage zoning classification of the property upon which the business operates.

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

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

Fiscal Impact: N/A

Recommendation(s): City Staff is not providing a recommendation on this application. Should the Board of Commissioners approve the application, City Staff recommends the following conditions:

1. Only hotel guests can consume alcohol on the property.
2. To be classified as a restaurant use, at least 60% of the gross sales needs to be attributable to the sale of food and nonalcoholic items.
3. Alcohol can only be sold on the property to hotel guests.
4. Alcohol cannot be sold to people that are not hotel guests.
5. Alcohol cannot be sold or consumed on the beach or sand.
6. The facilities to sell food would need to be completed before alcohol could be sold.
7. This alcohol use cannot be used for events at the hotel or on the beach or sand.
8. The hotel needs signage on property that states the ancillary restaurant will be for hotel guests only.
9. No special events are allowed on the hotel property including the roof top/roof deck. Special events include planned gatherings of 11 or more people including weddings, anniversaries, birthday parties, graduation parties, etc., that normally generate projected noise by conversations and/or live or other types of music.

The goals of these conditions are to protect nearby residential properties, preserve existing neighborhood character, and minimize the impact of the proposed alcohol use. The Board of Commissioners also have the right to enforce Sec. 110-538 of the Madeira Beach Code of Ordinances which requires establishments classified as restaurants to maintain books and records reflecting the gross sale of food and nonalcoholic items and the gross sale of alcoholic beverages and shall provide such books and records to the city within 30 days upon request. Failure to keep the books and records required in this section shall be adequate grounds for the board of commissioners to revoke the alcoholic beverage zoning classification of the property upon which the business operates. If the applicants fail to meet the following conditions or violate Sec. 110-538 of the Madeira Beach Code of Ordinances, City Staff recommends the Board of Commissioners to revoke the alcoholic beverage zoning classification for the property.

Attachments:

- Application
- February 23, 2022 Staff Letter For ABP 2021-08 Barefoot Beach Club Alcohol Beverage Permit Application
- Public Notice Mailing and Posting
- Pictures of the Property

ABP #: 2023-06



CITY OF MADEIRA BEACH
PLANNING & ZONING DEPARTMENT
300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 255 ♦ FAX (727) 399-1131
Email: planning@madeirabeachfl.gov



ALCOHOLIC BEVERAGE PERMIT APPLICATION

Applicant's Name: Charles Palmer Aaron Huffman

Type of License Requested: Alcoholic Beverage license for restaurant use (2COP)

Name of Partnership, Corporation, LLC (if applicable): Barefoot Beach Resort South, LLC

Mailing Address: 13220 Gulf Blvd. | 13238 Gulf Blvd.
Madeira Beach, FL 33708 | Madeira Beach, FL 33708

Phone(s): 941-320-5832 | 941-545-6115 Email: Aaron@barefootbeachclub.com
Amanda@barefootbeachclub.com

Type of Ownership: Individual Partnership Corporation LLC

Name of Business: Barefoot Beach Club Business Phone: 727-393-6133
13238 Gulf Blvd., Madeira Beach, FL 33708

Physical Address: 13220 Gulf Blvd., Madeira Beach, FL 33708

Parcel #: 15-31-15-02741-000-0020, 15-31-15-02741-000-0010
15-31-15-02741-000-0001

Legal Description: Hotel / Restaurant

Number of Seats: Inside: 40 Outside: 54

Number of Employees: 14 employees on staff -> not all would sell alcohol.
we would select specific staff (limited) for the
Zoning District: food/beer/wine. we have not yet hired for these positions.
Initially, Amanda & Aaron would take the lead.

- C-1 Tourist Commercial
- C-2 John's Pass Marine Commercial
- C-3 Retail Commercial
- C-4 Marine Commercial
- R-3 Only Restaurant
- PD Planned Development

Classification:

- Package store, beer & wine
- Retail Store, beer, wine
- Package store, beer, wine, liquor
- Restaurants
- Bar
- Club
- Charter Boats

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

ABP #: 2023-96

Number of Parking Spaces: 75 HC Parking Spaces: 4 Bike Racks: 1 (holds 7 bikes)
motorcycle parking: 5

Hours of Operation:

- Monday: 9am - 9pm
- Tuesday: 9am - 9pm
- Wednesday: 9am - 9pm
- Thursday: 9am - 9pm
- Friday: 9am - 9pm
- Saturday: 9am - 9pm
- Sunday: 9am - 9pm

General Description of Business: Hotel with a small roof deck lounge/restaurant (quick food), bar space. We are a hotel that would like to offer

Supporting Materials Required: beer, wine, soft drinks and charc uterie/sandwich/chp snack/cold food type items to in-house guests.

Property Owner's Written Approval

Property Survey not for event use.

Site Plan

Questionnaire: On a separate piece of paper, please answer the following questions:

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

Affidavit of Applicant:

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

ABP #: 2023-06

Signature of Applicant: [Signature] Date: 9/11/23

****For City of Madeira Beach Use Only****

Fee: \$800.00 Check # 7009 Cash Receipt # _____

Date Received: 6/2/2023 Received by: _____

ABP# Assigned: 2023-06

BOC Hearing Date: _____ Approved Denied

Community Development Director Date: _____

City Manager Date: _____

Questionnaire, Barefoot Beach Club

- ❖ **The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.**

We do not believe this will adversely affect the character of the existing neighborhood. We are a hotel and would like to offer basic food items, alcoholic and non-alcoholic beverages to our in-house guests as a convenience. We would not be open to the public. There is a cantina (open to the public) across the street from us, which is far busier than we ever anticipate being, we would be far less noticeable than that business across the street from us. Therefore, we would not have an adverse impact on anything.

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

This would not increase traffic since we would not be open to the public. We will remain open to in-house guests only.

- ❖ **Whether or not the proposed use is compatible with the particular location for which it is proposed.**

We are planned development and feel that our request is compatible.

- ❖ **Whether or not the proposed use will adversely affect public safety.**

Barefoot Beach Club is a family-oriented business, we strive to offer a safe and healthy environment for families. Safety is a priority; our establishment is not geared towards a "party" crowd and is geared towards convenience for in-house guests to grab a bite to eat and a drink while on property. This should not adversely affect public safety.

- ❖ **No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code.**

Affidavit of Applicant:

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.



9-18-23

Barefoot Beach Club

5/24/2023

To whom it may concern,

This letter is for the purpose of verifying my approval to pursue liquor licensing for Barefoot Beach Club (Barefoot Beach Resort South, LLC).

The property is located at 13220 Gulf Blvd., Madeira Beach, FL 33708.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Huffman', written over a large, light-colored oval shape.

Aaron C. Huffman
Barefoot Beach Club

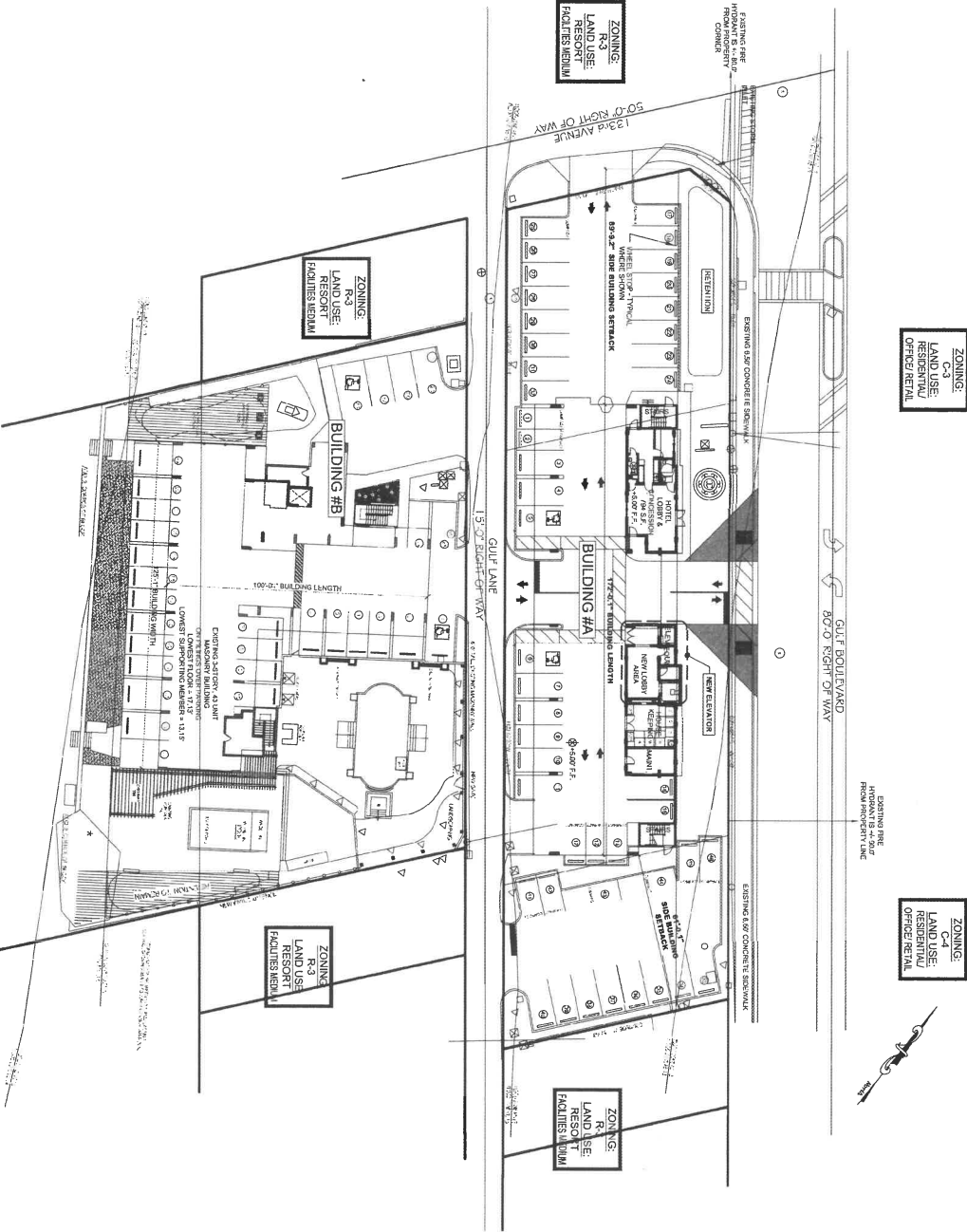
SITE DATA TABLE

DESCRIPTION	DATE	REVISION
PRELIMINARY	05-11-2021	SUBMITTAL TO CITY
REVISED	06-25-2021	SUBMITTAL TO CITY (NEW ELEVATOR)
REVISED	11-10-2022	CITY SUBMITTAL (REVISED ELEVATOR PLAN)

NO.	DESCRIPTION	DATE	REVISION
1	PRELIMINARY	05-11-2021	SUBMITTAL TO CITY
2	REVISED	06-25-2021	SUBMITTAL TO CITY (NEW ELEVATOR)
3	REVISED	11-10-2022	CITY SUBMITTAL (REVISED ELEVATOR PLAN)

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



1 NEW SITE PLAN
 SCALE: 1" = 20'-0"
 GRAPHIC SCALE IN FEET

SP-1.0

JOHN A. BODZIAK
 ARCHITECT AIA, PA
 ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
 FLORIDA REGISTRATION NO. JAR0000065
 EMAIL: JARB@JARBODZIAK.COM
 743 498 53 STREET N, SAFFY PETERSBURG, FLORIDA 33710
 TEL: (727) 327-1866 FAX: (727) 876-0996

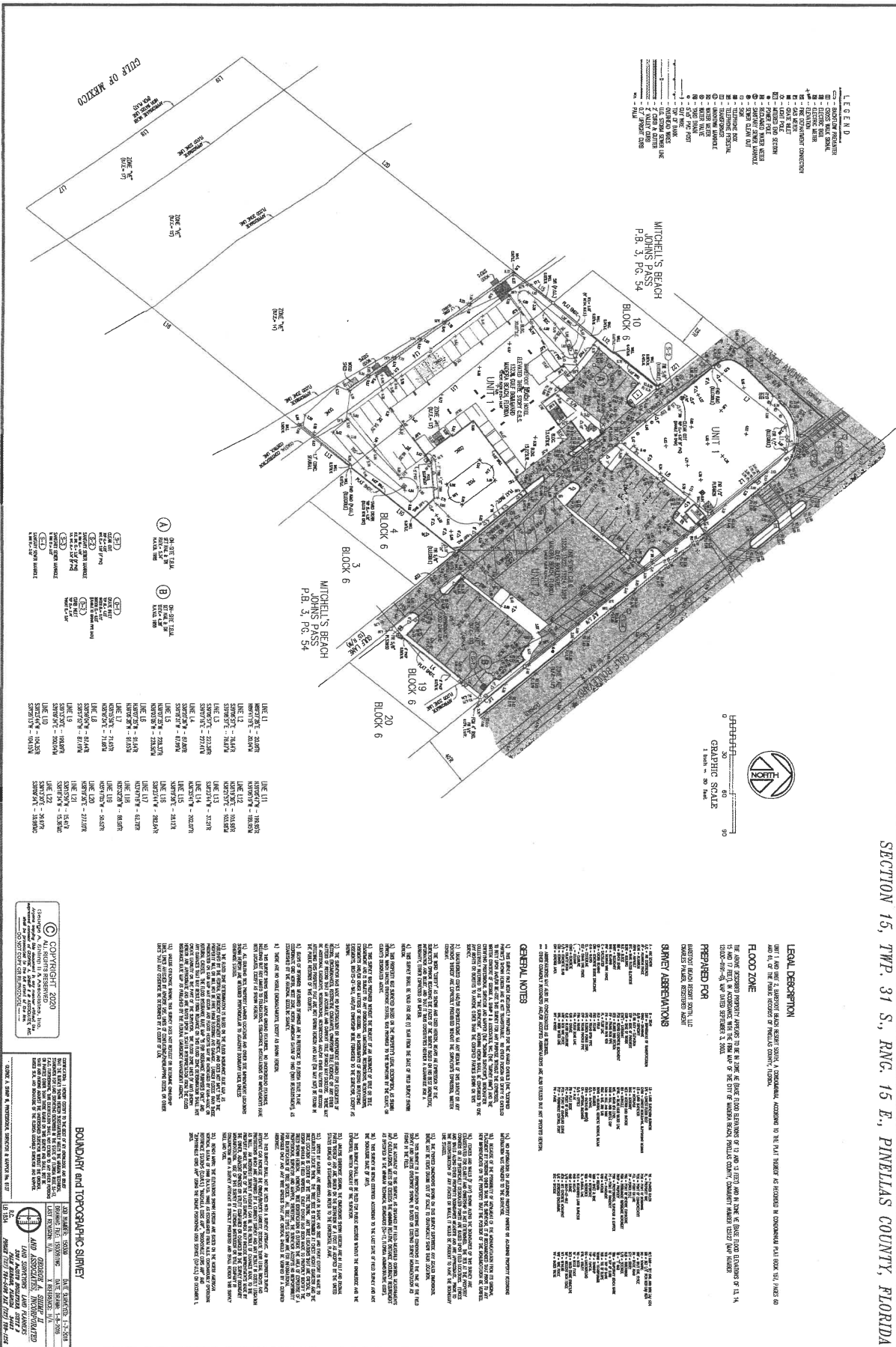
BAREFOOT BEACH HOTEL
 13220 GULF BLVD., 13220 GULF BLVD #1, 13220 GULF BLVD #2
 PARCEL IDENTIFICATION NUMBERS
 15-31-15-02741-000-0001 ; 15-31-15-02741-000-0002 ; 15-31-15-02741-000-0003

BAREFOOT BEACH RESORT SOUTH, LLC
 P.O. BOX 12810
 FORT MYERS, FL 33902
 7591-0210

REV.	DATE	DESCRIPTION
05-11-2021	05-11-2021	SUBMITTAL TO CITY
06-25-2021	06-25-2021	SUBMITTAL TO CITY (NEW ELEVATOR)
11-10-2022	11-10-2022	CITY SUBMITTAL (REVISED ELEVATOR PLAN)

SITE PLAN

SECTION 15, TWP. 31 S., R10G. 15 E., PINELLAS COUNTY, FLORIDA



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- (Z) ON SITE TANK

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BOUNDARY and TOPOGRAPHIC SURVEY
 [Name], a Florida corporation, is the registered professional engineer in charge of the survey.
 [Name], a Florida registered professional surveyor, is the registered professional surveyor in charge of the survey.
 [Name], a Florida registered professional land surveyor, is the registered professional land surveyor in charge of the survey.

- LEGAL DESCRIPTION**
 UNIT 1, UNIT 2, UNIT 3, UNIT 4, UNIT 5, UNIT 6, UNIT 7, UNIT 8, UNIT 9, UNIT 10, UNIT 11, UNIT 12, UNIT 13, UNIT 14, UNIT 15, UNIT 16, UNIT 17, UNIT 18, UNIT 19, UNIT 20, UNIT 21, UNIT 22, UNIT 23, UNIT 24, UNIT 25, UNIT 26, UNIT 27, UNIT 28, UNIT 29, UNIT 30, UNIT 31, UNIT 32, UNIT 33, UNIT 34, UNIT 35, UNIT 36, UNIT 37, UNIT 38, UNIT 39, UNIT 40, UNIT 41, UNIT 42, UNIT 43, UNIT 44, UNIT 45, UNIT 46, UNIT 47, UNIT 48, UNIT 49, UNIT 50, UNIT 51, UNIT 52, UNIT 53, UNIT 54, UNIT 55, UNIT 56, UNIT 57, UNIT 58, UNIT 59, UNIT 60, UNIT 61, UNIT 62, UNIT 63, UNIT 64, UNIT 65, UNIT 66, UNIT 67, UNIT 68, UNIT 69, UNIT 70, UNIT 71, UNIT 72, UNIT 73, UNIT 74, UNIT 75, UNIT 76, UNIT 77, UNIT 78, UNIT 79, UNIT 80, UNIT 81, UNIT 82, UNIT 83, UNIT 84, UNIT 85, UNIT 86, UNIT 87, UNIT 88, UNIT 89, UNIT 90, UNIT 91, UNIT 92, UNIT 93, UNIT 94, UNIT 95, UNIT 96, UNIT 97, UNIT 98, UNIT 99, UNIT 100.
- FLOOD ZONE**
 UNIT 1, UNIT 2, UNIT 3, UNIT 4, UNIT 5, UNIT 6, UNIT 7, UNIT 8, UNIT 9, UNIT 10, UNIT 11, UNIT 12, UNIT 13, UNIT 14, UNIT 15, UNIT 16, UNIT 17, UNIT 18, UNIT 19, UNIT 20, UNIT 21, UNIT 22, UNIT 23, UNIT 24, UNIT 25, UNIT 26, UNIT 27, UNIT 28, UNIT 29, UNIT 30, UNIT 31, UNIT 32, UNIT 33, UNIT 34, UNIT 35, UNIT 36, UNIT 37, UNIT 38, UNIT 39, UNIT 40, UNIT 41, UNIT 42, UNIT 43, UNIT 44, UNIT 45, UNIT 46, UNIT 47, UNIT 48, UNIT 49, UNIT 50, UNIT 51, UNIT 52, UNIT 53, UNIT 54, UNIT 55, UNIT 56, UNIT 57, UNIT 58, UNIT 59, UNIT 60, UNIT 61, UNIT 62, UNIT 63, UNIT 64, UNIT 65, UNIT 66, UNIT 67, UNIT 68, UNIT 69, UNIT 70, UNIT 71, UNIT 72, UNIT 73, UNIT 74, UNIT 75, UNIT 76, UNIT 77, UNIT 78, UNIT 79, UNIT 80, UNIT 81, UNIT 82, UNIT 83, UNIT 84, UNIT 85, UNIT 86, UNIT 87, UNIT 88, UNIT 89, UNIT 90, UNIT 91, UNIT 92, UNIT 93, UNIT 94, UNIT 95, UNIT 96, UNIT 97, UNIT 98, UNIT 99, UNIT 100.
- PREPARED FOR**
 [Name]
- BARNEY ASSURANCE**
 [Name]
- GENERAL NOTES**
 1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT.
 2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT.
 3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT.
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 10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT.

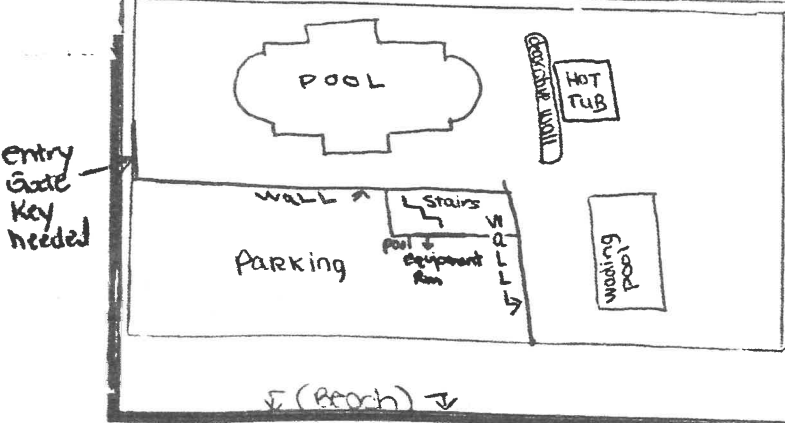
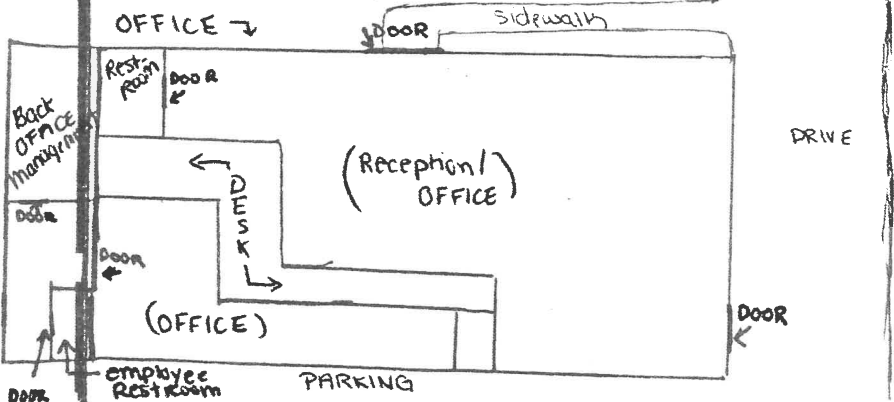
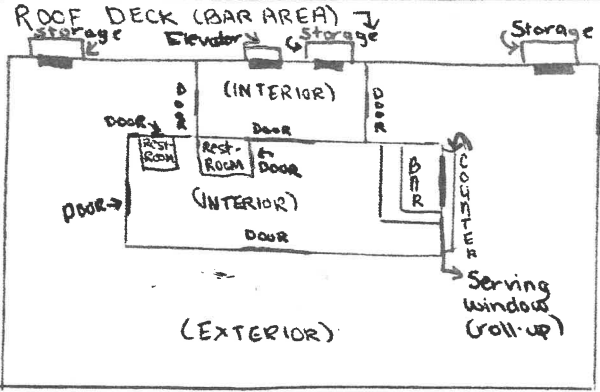
Barefoot Beach Club

**SECTION 4 - DESCRIPTION OF PREMISES TO BE LICENSED
TO BE COMPLETED BY THE APPLICANT**

Business Name (D/B/A)
Barefoot Beach Club

- | | | | |
|----|------------------------------|--|--|
| 1. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Is the proposed premises movable or able to be moved? |
| 2. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Is there any access through the premises to any area over which you do not have dominion and control? |
| 3. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Is the business located within a Specialty Center? If yes, check the applicable statute:
<input type="checkbox"/> 561.20(2)(b)1, F.S. or <input type="checkbox"/> 561.20(2)(b)2, F.S. |
| 4. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Are there any mobile vehicles used to sell or serve alcoholic beverages? |
| 5. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Are there more than 3 separate rooms or enclosures with permanent bars or counters? |

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



**DBPR ABT-6001 – Division of Alcoholic Beverages and Tobacco
Application for New Alcoholic Beverage License**

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

**DBPR Form
ABT-6001
Revised 08/2013**

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

Local ABT District Licensing Offices

SECTION 1 - CHECK LICENSE CATEGORY					
License Series Requested	Type/Class Requested Specialty Alcoholic	Do you wish to purchase a Temporary License? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Child License Requested	Number of Child Licenses Requested				
<input checked="" type="checkbox"/> Retail Alcoholic Beverages	<input type="checkbox"/> Alcoholic Beverage Manufacturer				
<input type="checkbox"/> Beer/Wine/Liquor Wholesaler	<input type="checkbox"/> Passenger Waiting Lounge				
<input type="checkbox"/> Retail Tobacco Products Dealer Permit (must check one or more of the below)					
<input type="checkbox"/> Pipes <input type="checkbox"/> Over the Counter <input type="checkbox"/> Vending Machine					
SECTION 2 – LICENSE INFORMATION					
If the applicant is a corporation or other legal entity, enter the name and the document number as registered with the Florida Department of State Division of Corporations on the line below.					
FEIN Number 20-2993469	Business Telephone Number 727-393-6133	E-Mail Address (Optional) aaron@barefootbeachclub.com			
Full Name of Applicant(s): (This is the name the license will be issued in) Aaron Huffman				Department of State Document #	
Business Name (D/B/A) Barefoot Beach Club					
Location Address (Street and Number) 13220 Gulf Blvd					
City Madeira Beach	County Pinellas	State FL	Zip Code 33708		
Mailing Address (Street or P.O. Box)					
City				State	Zip Code
Contact Person - This section is optional, see application instructions for details					
Contact Person Amanda Huffman		Telephone Number 941-545-6115 ext.			
E-Mail Address (Optional) amanda@barefootbeachclub.com					
Mailing Address (Street or P.O. Box)					
City				State	Zip Code

ABT District Office Received Date Stamp

SECTION 3 – RELATED PARTY PERSONAL INFORMATION						
This section must be completed for <u>each</u> person directly connected with the business, unless they are a current licensee.						
1.	Business Name (D/B/A) Barefoot Beach Club					
2.	Full Name of Individual Amanda Nicole Huffman					
	Social Security Number* 349-86-9482			Home Telephone Number 941-545-6115		Date of Birth 02/03/1987
	Race Caucasion	Sex Female	Height 5'4	Weight 150	Eye Color Brown	Hair Color Brown
3.	Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, immigration card number or passport number:					
4.	Home Address (Street and Number) 318 Ragdoll Run					
	City Bradenton				State FL	Zip Code 34212
5.	Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	Business Name (D/B/A)				License Number	
	Location Address					
6.	Have you had any type of alcoholic beverage , or bottle club license, or cigarette, or tobacco permit refused, revoked or suspended anywhere in the past 15 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	Business Name (D/B/A)				Date	
	Location Address					
7.	Have you been convicted of a felony within the past 15 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below and provide a Copy of the Arrest Disposition , as requested in the Application Requirements checklist.					
	Date		Location			
	Type of Offense					
8.	Have you been convicted of an offense involving alcoholic beverages or tobacco products anywhere within the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below and provide a Copy of the Arrest Disposition , as requested in the Application Requirements checklist.					
	Date		Location			
	Type of Offense					

9. Have you been arrested or issued a notice to appear in any state of the United States or its territories within the past 15 years? Yes No
 If yes, provide the information requested below and a **Copy of the Arrest Disposition**.
Attach additional sheet if necessary.

Date	Location
Type of Offense	

10. Do you meet the standards of the moral character rule?
 Yes No

11. Are you an officer or employee of the Division of Alcoholic Beverages and Tobacco; are you a sheriff or other state, county, or municipal officer, including reserve or auxiliary officers, certified by the state as such, with arrest powers, whose certification is current and active?
 Yes No

NOTARIZATION STATEMENT

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that I have fully disclosed any and all parties financially and or contractually interested in this business and that the parties are disclosed in the Disclosure of Interested Parties of this application. I further swear or affirm that the foregoing information is true and correct."

STATE OF Florida

COUNTY OF Pinellas

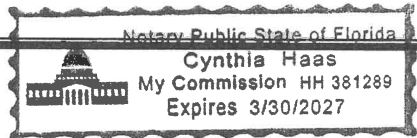
Amanda Huffman
APPLICANT SIGNATURE

The foregoing was () Sworn to and Subscribed OR () Acknowledged Before me this 24th Day of May, 20 23, By Amanda Huffman who is () personally (print name of person making statement)

known to me OR () who produced _____ as identification.

Cynthia Haas
Notary Public

Commission Expires: 3/30/2027



(ATTACH ADDITIONAL COPIES AS NECESSARY)

***Social Security Number**

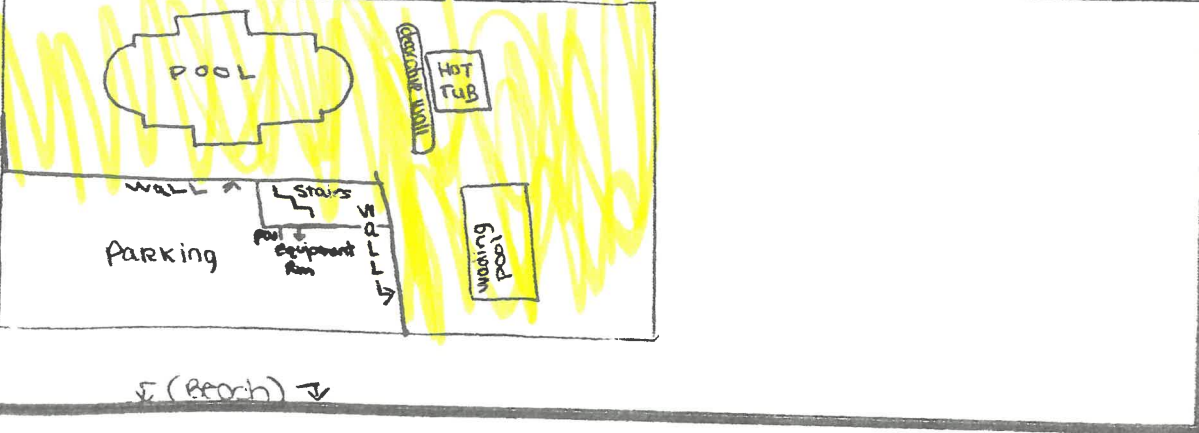
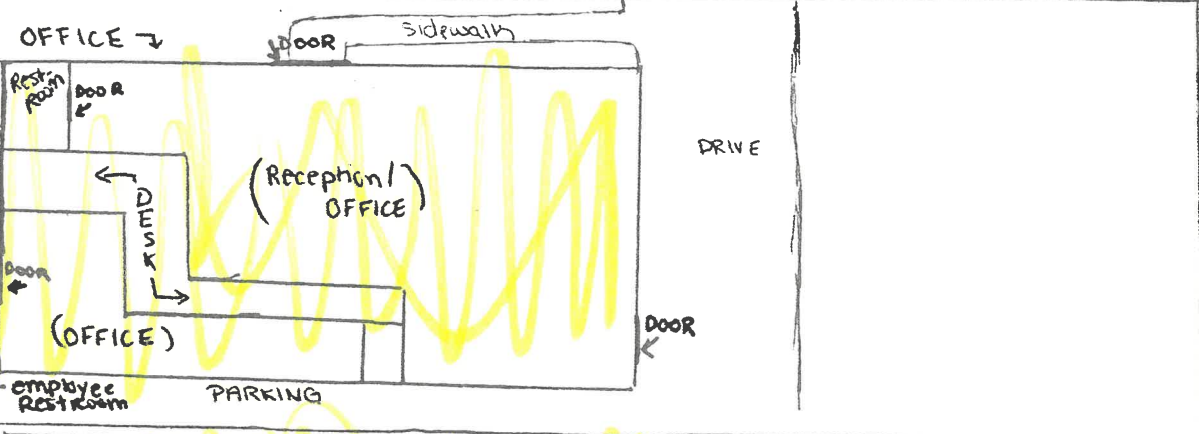
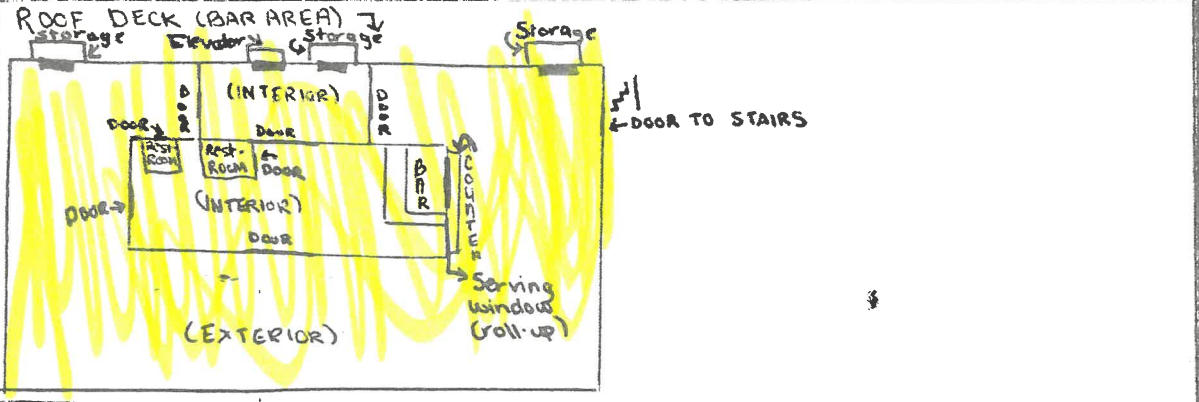
Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless a Federal statute specifically requires it or allows states to collect the number. In this instance, disclosure of social security numbers is mandatory pursuant to Title 42 United States Code, Sections 653 and 654; and sections 409.2577, 409.2598, and 559.79, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all professional and occupational license applications and are used for licensee identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L.193, Sec. 317. The State of Florida is authorized to collect the social security number of licensees pursuant to the Social Security Act, 42 U.S.C. 405(c)(2)(C)(I). This information is used to identify licensees for tax administration purposes. This information is used to identify licensees for tax administration purposes, and the division will redact the information from any public records request.

**SECTION 4 – DESCRIPTION OF PREMISES TO BE LICENSED
TO BE COMPLETED BY THE APPLICANT**

Business Name (D/B/A)
Barefoot Beach Club

1.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is the proposed premises movable or able to be moved?
2.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is the business located within a Specialty Center? If yes, check the applicable statute: <input type="checkbox"/> 561.20(2)(b)1, F.S. or <input type="checkbox"/> 561.20(2)(b)2, F.S.
4.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Are there any mobile vehicles used to sell or serve alcoholic beverages?
5.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Are there more than 3 separate rooms or enclosures with permanent bars or counters?

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



SECTION 5 – APPLICATION APPROVALS			
Full Name of Applicant: (This is the name the license will be issued in) Aaron C Huffman			
Business Name (D/B/A) Barefoot Beach Club			
Street Address 13220 Gulf Blvd.			
City Madeira Beach	County Pinellas	State FL	Zip Code 33708

ZONING TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION	
A. The location complies with zoning requirements for the sale of alcoholic beverages or wholesale tobacco products pursuant to this application for a Series: _____ Type: _____ license.	
B. This approval includes outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed and are identified on the sketch?" <input type="checkbox"/> Yes <input type="checkbox"/> No	
Check either: Please do not skip, this is important for license fee sharing	
<input checked="" type="checkbox"/> Location is within the city limits or <input type="checkbox"/> Location is in the unincorporated county	
Signed _____	Date _____
Title _____ This approval is valid for ____ days.	

SALES TAX TO BE COMPLETED BY THE DEPARTMENT OF REVENUE	
The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax.	
1. This is to verify that the current owner as named in this application has filed all returns and that all outstanding billings and returns appear to have been paid through the period ending _____ or the liability has been acknowledged and agreed to be paid by the applicant. This verification does not constitute a certificate as contained in Section 213.758 (4), F.S. (Not applicable if no transfer involved).	
2. Furthermore, the named applicant for an Alcoholic Beverage License has complied with Florida Statutes concerning registration for Sales and Use Tax, and has paid any applicable taxes due.	
Signed _____	Date _____
Title _____	Department of Revenue Stamp
This approval is valid for ____ days.	

HEALTH TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS OR COUNTY HEALTH AUTHORITY OR DEPARTMENT OF HEALTH OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES	
The above establishment complies with the requirements of the Florida Sanitary Code.	
Signed _____	Date _____
Title _____	Agency _____
This approval is valid for ____ days.	

SECTION DISCLOSURE OF INTERESTED PARTIES

Item 9M.

Note: Failure to disclose an interest, direct or indirect, could result in denial, suspension and/or revocation of your license. You MUST list all persons and entities in the entire ownership structure. **To determine which of those persons must submit fingerprints and a Related Party Personal Information, sheet, see the fingerprint section in the application instructions.**

Business Name (D/B/A) **Barefoot Beach Club**

1. When applicable, complete the appropriate section below. **Attach extra sheets if necessary.**

Title/Position	Name	Stock %
CORPORATION- List all officers, directors, and stockholders		

GENERAL PARTNERSHIP – List all general partners		

LIMITED LIABILITY COMPANY – List all managers (member & non-member), directors, officers, and members		
Palmer, Charles G	Registered Agent/Title Manager	
Huffman, Aaron C	Title Manager	
Palmer, Barbara J	Title Manager	

LIMITED PARTNERSHIP – List all general and limited partners.		

LIMITED LIABILITY PARTNERSHIP – List all partners		

Bar Manager (Fraternal Organizations of National Scope only):

OTHER INTERESTS
These questions must be answered about this business for every person or entity listed as the applicant

1. Are there any persons or entities not disclosed who have loaned money to the business?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Are there any persons or entities not disclosed that derive revenue from the license solely through a contractual relationship with the licensee, the substance of which is not related to the control of the sale of alcoholic beverages, or is exempt by statute or rule?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3. Are there any persons or entities not disclosed that have the right to receive revenue based on a contractual relationship related to the control of the sale of alcoholic beverages?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4. Are there any persons or entities not disclosed who have a right to a percentage payment from the proceeds of the business pursuant to the lease?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Are there any persons or entities not disclosed who have guaranteed the lease or loan?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
6. Are there any persons or entities not disclosed who have co-signed the lease or loan?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
7. Is there a management contract, franchise agreement, or concession agreement in connection with this business?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8. Have you or anyone listed on this application, accepted money, equipment or anything of value in connection with this business from any industry member as described in 61A-1.010, Florida Administrative Code?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If you answered yes to any of the above questions, a copy of the agreement must be submitted with this application. The terms of the agreement may require the interested persons or parties related to an entity to submit fingerprints and a related party personal information sheet.

**SECTION 9 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED**

Business Name (D/B/A)
Barefoot Beach Club

"I, the undersigned individually, or on behalf of a legal entity, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the entire area and premises to be licensed and agree that the place of business, if licensed, may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for the purposes of determining compliance with the beverage and retail tobacco laws."

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that the foregoing information is true and that no other person or entity except as indicated herein has an interest in the alcoholic beverage license and/or tobacco permit, and all of the above listed persons or entities meet the qualifications necessary to hold an interest in the alcoholic beverage license and/or tobacco permit."

STATE OF Florida

COUNTY OF Pinellas

Aaron Huffman
APPLICANT/AUTHORIZED REPRESENTATIVE NAME

[Signature]
APPLICANT/AUTHORIZED REPRESENTATIVE SIGNATURE

The foregoing was () Sworn to and Subscribed OR () Acknowledged Before me this 24th Day of May, 2023, By Aaron Huffman who is () personally (print name(s) of person(s) making statement)

known to me OR () who produced _____ as identification.

Cynthia Haas Notary Public Commission Expires: 3-30-27



SECTION 10 - CURRENT LICENSEE UPDATE DATA SHEET			
This section is to be completed for all current alcoholic beverage and/or tobacco license holders listed on the application to ensure the most up to date information is captured.			
Business Name (D/B/A)			
Last Name		First	M.I.
Current Alcohol Beverage and/or Tobacco License Permit/Number(s)			
Date of Birth		Social Security Number*	
Street Address			
City		State	Zip Code
Last Name		First	M.I.
Current Alcohol Beverage and/or Tobacco License Permit/Number(s)			
Date of Birth		Social Security Number*	
Street Address			
City		State	Zip Code
Last Name		First	M.I.
Current Alcohol Beverage and/or Tobacco License Permit/Number(s)			
Date of Birth		Social Security Number*	
Street Address			
City		State	Zip Code
Last Name		First	M.I.
Current Alcohol Beverage and/or Tobacco License Permit/Number(s)			
Date of Birth		Social Security Number*	
Street Address			
City		State	Zip Code
Last Name		First	M.I.
Current Alcohol Beverage and/or Tobacco License Permit/Number(s)			
Date of Birth		Social Security Number*	
Street Address			
City		State	Zip Code



300 Municipal Drive
Madeira Beach, Florida 33708
(727) 391-9951
Fax (727) 399-1131
www.madeirabeachfl.gov

February 23, 2022

ABP 2021-08 Barefoot Beach Club Alcohol Beverage Permit Application:

Linda, Jenny, and I recently met with City Manager Robin Gomez. The City Manager, Planning Staff, and City Attorney have concerns related to the parking and expansion of use at Barefoot Beach Club. There is a potential impact on nearby residential areas by expanding the use of the property with special events, and a concern that adding special events would require an amendment to the PD zoning designation and a new Development Agreement. The Development Agreement for Barefoot Beach Club expired when the Certificate of Occupancy was approved.

We discussed this matter with the City Attorney for advice on how to move forward related to the Alcohol Beverage Permit Application for Barefoot Beach Club. If the alcohol permit is used solely for a restaurant that only serves guests (no special events), then alcohol would be an allowable use and no additional parking would be required. The restaurant is considered a legal nonconforming use since it met the parking requirements at the time of the hotel's approval. We would still need an updated application that clearly states that the alcohol permit would not be used for special events. The application cannot include a site plan with the proposed kitchen renovation. The proposed kitchen renovation would require a separate building permit application. The site plan does, however, needs to indicate where the alcohol would be sold on property, please shade/hatch this area on the plan.

300 Municipal Drive
Madeira Beach, Florida 33708
(727) 391-9951
Fax (727) 399-1131
www.madeirabeachfl.gov

As a separate consideration, adding special events to the hotel is considered a new use and would require an amendment to the Planned Development zoning designation and a new Development Agreement. Hosting special events also would require the use, at a minimum meet the current parking requirements in the Madeira Beach Code of Ordinances. Open entertainment space requires one parking space per 60 square feet. Since the special event space would be ancillary use to the hotel, only 50% of the required parking would be needed. For the proposed 830 square feet of entertainment space, an additional 7 parking spaces would be required. However, please be aware that since the addition of this use to the plan would require an amendment to the PD and a new development agreement, staff can offer no assurances that the use would be approved, or which specific conditions would be attached.

Sincerely,

Andrew Morris
Planner/GIS Technician



MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **December 13, 2023, at 2:00 p.m.**, or as soon thereafter as the matter may be heard, at the Patricia Shontz Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida 33708 to review an application for approval by the Board of Commissioners of a (2COP) Alcoholic Beverage License with stated intent to sell beer and wine for consumption on premises at Barefoot Beach Club located at 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2 Madeira Beach, Florida, 33708.

2COP ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2023-06

Applicant(s): Aaron Huffman and Charles Palmer

Name of Partnership, Corporation, LLC: Barefoot Beach Resort South, LLC

Business Location: 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2, Madeira Beach, Florida, 33708

Business: Barefoot Beach Club

Application Request:

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2023-06, is requesting authorization from the Board of Commissioners for the approval of a (2COP) Alcoholic Beverage License with stated intent to sell beer and wine for consumption on premises at Barefoot Beach Club located at 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2, Madeira Beach, Florida, 33708. The property is zoned Planned Development and has a Future Land Use designation of Resort Facilities Medium.

Note:

You have received this notice, pursuant to City Code Section 110-539, because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

A copy of the application is available for inspection in the Community Development Department between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the application, please contact Andrew Morris, Long Range Planner at 727-391-9951, ext. 296 or amorris@madeirabeachfl.gov.



Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708

Andrew Morris, Long Range Planner
amorris@madeirabeachfl.gov
727-391-9951, ext. 296

Posted:

November 21, 2023 @ Property Site, Gulf Beaches Public Library, City Hall, City of Madeira Beach, and Website Posting Locations.

Note: 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 City to transcribe verbatim minutes; therefore, the affected party must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Jenny Rowan no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 255 or 244 or send a written request to planning@madeirabeachfl.gov.





Item 9M.

NOTICE OF INTENT TO BE AN AFFECTED PARTY

AFFECTED PERSON INFORMATION

Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

APPLICATION INFORMATION

Case No or Application No., whichever applies: _____

Applicant's Name: _____

Signature of Affected Person

Date

Note: 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 City to transcribe verbatim minutes; 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 in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

BATEY, JEAN B
55 BOCA CIEGA DR
MADEIRA BEACH, FL 33708-2449

YOUNG, MICHELLE and GORDILLO, JUAN
111 BOCA CIEGA DR
MADEIRA BEACH, FL 33708-2451

HOTEL B INVESTORS LLC
410 150TH AVE STE H
MADEIRA BEACH, FL 33708-2000

NASH COTTAGES LLC
6010 BAHAMA SHORES DR S
ST PETERSBURG, FL 33705-5432

TAGLIARINI, DAVID and CANTRELL, JERRY J
13322 1ST ST E
MADEIRA BEACH, FL 33708-2402

AMMONS, LISA
13331 GULF BLVD
MADEIRA BEACH, FL 33708-2513

13325 GULF DEVELOPERS LLC
PO BOX 10210
FORT SMITH, AR 72917-0210

MADEIRA BEACH, CITY OF
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

BOSCIA REVOCABLE TRUST and BOSCIA,
MICHAEL M TRE
1671 E GATE DANCER CIR
INVERNESS, FL 34453-3395

COSTA, MICHAEL A and COSTA, ILEANA
13302 GULF BLVD
MADEIRA BEACH, FL 33708-2514

DAVEROE PROPERTIES LLC
3822 DR MARTIN LUTHER KING JR ST N
ST PETERSBURG, FL 33703-4649

DAVEROE PROPERTIES LLC
3822 DR MARTIN LUTHER KING JR ST N
ST PETERSBURG, FL 33703-4649

DE BORD, CLAUDE H JR and DE BORD,
JOANNE K
3990 61ST ST N
ST PETERSBURG, FL 33709-5259

KLABEN, GERALD L JR and KLABEN, JOANN
O
13303 GULF LN
MADEIRA BEACH, FL 33708-2535

BELLO, ROBERT JR
13301 GULF LN
MADEIRA BEACH, FL 33708-2535

13200 GULF LLC
7901 4TH ST N STE 300
ST PETERSBURG, FL 33702

HARNEY, BRUCE C and HARNEY, RENE O
140 174TH TERRACE DR E
ST PETERSBURG, FL 33708-1343

BROOME, CRAIG
13255 GULF LN
MADEIRA BEACH, FL 33708-2533

LLAUGET, RONALD F and LLAUGET, ROSE A
19905 READING RD
LUTZ, FL 33558-5006

KLINE FAMILY TRUST and KLINE, JOHN
MICHAEL TRE
10 RIVAGE
NEWPORT COAST, CA 92657-0100

Homeowner
13201 GULF LN
MADEIRA BEACH, FL 33708-2533

COSTA, MICHAEL A TRUST and COSTA,
ILEANA TRUST
13302 GULF BLVD
MADEIRA BEACH, FL 33708-2514

DUNN, BRIAN P and DUNN, MAY LEE H
2401 POWDERHORN DR
RICHMOND, VA 23231-7059

MADEIRA BEACH, CITY OF
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

P V L LTD PTNSHP LLLP
1201 BAYSHORE BLVD
TAMPA, FL 33606-2910

DECONTI, PHILIP V JR TRE and DECONTI,
TAMERA TRE
150 131ST AVE W
MADEIRA BEACH, FL 33708-2624

DECONTI, PHILIP V JR TRE and DECONTI,
TAMERA TRE
150 131ST AVE W
MADEIRA BEACH, FL 33708-2624

ALVITI, ELIZABETH M and CLARK,
CHRISTOPHER G
13195 GULF LN UNIT 502
MADEIRA BEACH, FL 33708-2556

RAY, BARBARA REVOCABLE LIVING TRUST
and RAY, BARBARA TRE
PO BOX 86005
MADEIRA BEACH, FL 33738-6005

PETERSON, JOYCE E
13195 GULF LN UNIT 402
MADEIRA BEACH, FL 33708-2556

ARNOLD, JEFFREY M and ZINK, AMY RENEE
1825 MAZO MANOR UNIT V8
LUTZ, FL 33558-5461

JUNG, SHERRY CAMP
13195 GULF LN UNIT 302
MADEIRA BEACH, FL 33708-2556

YORK, MICHAEL S & ALTA C LIVING TRUST
and YORK, MICHAEL S TRE
6510 THOROUGHbred LOOP
ODESSA, FL 33556-1859

FERRARO, MICHAEL L and FERRARO,
ALDONA M
13195 GULF LN UNIT 202
MADEIRA BEACH, FL 33708-2556

PETRINI, RONALD R REV TRUST and
PETRINI, RONALD R TRE
2432 PELHAM RD N
ST PETERSBURG, FL 33710-3666

CAMPBELL, MARTHA E
13195 GULF LN APT 102
MADEIRA BEACH, FL 33708-2555

SCOTT, CORY and SCOTT, JACKIE and SCOTT,
JACKIE
2885 COSTA DR
GALESBURG, IL 61401-1235

MADEIRA DEL SOL CONDO ASSN INC
28-540 SPITFIRE ST
WOODSTOCK ON N4T 0C2, CANADA

MEYER, JAMES and MEYER, ANGELA
13307 GULF LN UNIT B
MADEIRA BEACH, FL 33708-2535

RAYBORN, SANDRA and RAYBORN,
MITCHELL
13307 GULF LN UNIT A
MADEIRA BEACH, FL 33708-2535

MADEIRA DUNES CONDO ASSN INC
13307 GULF LN
MADEIRA BEACH, FL 33708-2535

SMITH, DOUGLAS C
PO BOX 76255
ST PETERSBURG, FL 33734-6255

LINDAUER, WILLIAM TRE and LINDAUER,
MELINDA TRE
PO BOX 591
WAYNESVILLE, OH 45068-0591

PEKAR, VLADISLAV and PEKAR, YELENA
5923 BROWDER RD
TAMPA, FL 33625-4128

JAQUETT, FRANK L and JAQUETT, LISA L
22 FARMINGTON CIR
WEST GROVE, PA 19390-9542

BUDZBAN GREGORY & MARY ANN FAMILY
JNT REV TRUST
1565 MAPLEWOOD CT
EDWARDSVILLE, IL 62025-3186

GIANNINI, MARCANTONIO A
4657 VROOMAN DR
LEWISTON, NY 14092-1048

STROUPE, SONDR A ELISABETH
4579 SUMMERSIDE DR
CLOVER, SC 29710-8674

BUCKLER, JAMES A and BUCKLER, LYNNE M
24 MILLSTONE CRT
UNIONVILLE ON L3R 7M4, CANADA

ZBROZHEK, ALENA and SAPOSHNIKOV,
DMITRIY
1834 COUNTRY CLUB RD N
ST PETERSBURG, FL 33710-3806

RUDZIK FAMILY TRUST and RUDZIK,
ROBERT J TRE
240 108TH AVE UNIT 302
TREASURE ISLAND, FL 33706-5068

DEXTER & CICI PROPERTIES LLC
1815 SEVIER ST
NASHVILLE, TN 37206-2146

13235 GULF BLVD 512 LLC
8718 COBBLESTONE DR
TAMPA, FL 33615-4914

YUNIVER, STELLA
11909 MANDEVILLA CT
TAMPA, FL 33626-3305

AZZURI LTD
67 DECARIE CIR
ETOBICOKE ON M9B 3J1, CANADA

MADEIRA GULF LLC
1105 BLYTH HILL CT
TRINITY, FL 34655-7014

MCQUAID, JANE E LIVING TRUST
2615 RIO TIBER DR
PUNTA GORDA, FL 33950-6388

MARTINEZ, RICARDO H
13215 SERPENTINE WAY
SILVER SPRING, MD 20904-5347

GATOR NOLE LLC
520 CAPRI BLVD
TREASURE ISLAND, FL 33706-2944

WILSON, HALEIGH G TRE and WILSON,
HALEIGH G REVOCABLE TRUST
7601 W FRANKLIN RD
EVANSVILLE, IN 47712-9246

BELL, WILLIAM and BELL, SANDRA
9600 ELIZABETH LAKE RD
WHITE LAKE, MI 48386-2723

SALZMAN, ROSA A
10134 S FULTON CT
ORLANDO, FL 32836-3707

BROOKS, SANDRA L LIV TRUST and
BROOKS, SANDRA L TRE
327 E 5TH AVE
WINDERMERE, FL 34786-3500

TRAUB, ANGEL M and TRAUB, TROY
560 S FAIRFIELD AVE
LOMBARD, IL 60148-2828

BLANG, EUGENIE M
435 NEW HAMPSHIRE AVE
NORFOLK, VA 23508-2128

STEWART, CHARLES and STEWART, AUSILIA
484 CRIMSON OAK TRAIL
OAKVILLE ON L6H 7A3, CANADA

RAGHEB, EMAD
4333 WAKEFIELD CRESC
MISSISSAUGA ON L5C 4N3, CANADA

NAKAT, SAM S
8433 TIVOLI DR
ORLANDO, FL 32836-8759

BUDZIAK, CHRISTOPHER JAMES
8514 MARQUETTE DR
GROSSE ILE, MI 48138-1566

SUVAK, WILLIAM A JR and SUVAK, NORMA
LYNN
408 ROYAL CT
PITTSBURGH, PA 15234-1049

GUARINO, ROSS A JR and GUARINO, LISA
KLAS
3085 ANGLE RD
ORCHARD PARK, NY 14127-1401

THORNTON, CYNTHIA
300 CHLOE DR
LA FAYETTE, GA 30728-6298

ALLOR, MARY T TRE and ALLOR FAMILY
TRUST
10602 TRAILWOOD RD
PLYMOUTH, MI 48170-3855

FRANCIS, ANTHONY and FRANCIS, MANDY
2560 CALVANO DR
LAND O LAKES, FL 34639-5493

ESPINOSA, PATRICK JR
7431 JOHNSON ST
ARVADA, CO 80005-4177

MINA, MANUEL and MINA, VIRGINIA
C/O MINA, MANUEL
13000 GULF LN APT 504, MADEIRA BEACH,
FL 33708-2694

MADEIRA RESORT CONDO LLC
11185 KAPOK GRAND CIR
MADEIRA BEACH, FL 33708-3015

ABRAMO, ANGELO and ABRAMO, NANCY
192 GARDEN PKWY
BUFFALO, NY 14221-6628

DIFEO, FRANK and DIFEO, KATHLEEN
23 OFFER ST
BRADFORD, MA 01835-7005

FRANCIS TRUST LLC
2560 CALVANO DR
LAND O LAKES, FL 34639-5493

GERMANI, ENRIQUE FERNANDO and HAZ,
PATRICIA ELIZABETH
6425 COACHFORD WAY
MISSISSAUGA ON L5N 3V8, CANADA

SHEBEL, JOHN and SHEBEL, ELYSIA
11111 W 300 S
WESTVILLE, IN 46391-9535

WATSON, KATHLEEN and COFFEY, KAREN
LEE
4121 HELENE PL
VALRICO, FL 33594-5412

HARMON, ANJA and HARMON, TYLER W
5893 STRATFORD GLEN CT SE
GRAND RAPIDS, MI 49546-3886

MARTIN, EDDY TRE and MARTIN, MADELIN
TRE
12531 CARDIFF DR
TAMPA, FL 33625-6593

OUR BEACH CONDO LLC
2483 OCEAN AVE
BELLMORE, NY 11710-3826

3G LLC
2560 CALVANO DR
LAND O LAKES, FL 34639-5493

NAPIER ESTATES LLC
3104 E 700 N
WHITELAND, IN 46184-9420

DUSTY TRAILS RVN LLC
8787 BOYSENBERRY DR
TAMPA, FL 33635

ROBINSON, CHERRIE L TRE and ROBINSON,
CHERRIE L LIV TRUST
8461 MONARCH CIR
SEMINOLE, FL 33772-3953

PICOLO, BRONWYN
18325 GULF BLVD UNIT 201
REDINGTON SHORES, FL 33708-1056

YORK, ANDREA and YORK, STEPHEN
15724 WOODSHED PL
TAMPA, FL 33624-1507

HUNIGAN, JAMIE and HUNIGAN, DONNA
62 SUNSET MEADOWS CT
GRAY, TN 37615

FRANCIS TRUST LLC
2560 CALVANO DR
LAND O LAKES, FL 34639-5493

WEISSHAPPEL, JOSEPH T and WEISSHAPPEL,
KATHERINE A
3025 BIG TIMBER CIR
SUAMICO, WI 54313-7984

MULLINEAUX, WILLIAM T and
MULLINEAUX, SUSANNE M
5000 CLAYTON CT
SAINT AUGUSTINE, FL 32092-3688

CROSS, JOHN R and CROSS, LYNETTE KAY
1106 MOON VALLEY RD
BILLINGS, MT 59105-2024

TAVAREZ, TIFFANY
30 DUNCAN LN
ROCKAWAY, NJ 07866-2808

DEMPSEA VACATIONS LLC
5555 GULF BLVD UNIT 111
ST PETE BEACH, FL 33706-2330

1 3 2 3 5 GULF BLVD UNIT 210 LLC
3129 N 76TH CT
ELMWOOD PARK, IL 60707-1106

KOBETITSCH FAMILY TRUST and
KOBETITSCH, THOMAS TRE
26 SAINT MARYS AVE
SAN FRANCISCO, CA 94112-1019

MELTON, PAUL and MELTON, ANNE MARIE
10120 WORTHY LAMB WAY
NEW PORT RICHEY, FL 34654-3632

KUPRIANOV, ALEXANDER and SNYDER,
KRISTIN
30 RENAISSANCE DR
MAYS LANDING, NJ 08330-2362

ANTONAK, GEORGE H JR and ANTONAK,
JUDITH A
1131 IVYGLEN CIR
BLOOMFIELD HILLS, MI 48304-1236

DI DOMENICO, ANTOINETTE
2523 YUKON CLIFF DR
RUSKIN, FL 33570-6346

BINSTOCK, AARON J TRE and BINSTOCK,
KATRINA A TRE
1081 SHIRE ST
NOKOMIS, FL 34275-1645

DE MELO, FIRMO and DE MELO, TERESA
7 LINKS LANE
BRAMPTON ON L6Y 5G9, CANADA

NOROUIAN, MIRYOUSEF and KING,
KATHLEEN C
1503 GINGER SNAP TRL
DELAND, FL 32720-0923

POGORELOVA, MARIYA and POGORELOV,
MAXIM
4910 ODANA RD
MADISON, WI 53711-1337

QUALITY RENTALS OF 28 PROSPECT LLC
13235 GULF BLVD UNIT C3
MADERIA BEACH, FL 33708

QUALITY RENTALS OF 28 PROSPECT LLC
212 11TH AVE N
ST PETERSBURG, FL 33701

NIKIFOROV, YULIA and NIKIFOROV, ALEXEY
13235 GULF BLVD UNIT C1
MADEIRA BEACH, FL 33708-2632

MADEIRA BAY RESORT II CONDO ASSN INC
13030 GULF BLVD
MADEIRA BEACH, FL 33708-2639

KAMERIC, LEO OMAR and NGUYEN, AMIE
ALEXA
129 PAXTON LN
ST DAVIDS ON L0S 1J1, CANADA

MEDEIRA BR 1708 LLC
580 S HIGH ST STE 330
COLUMBUS, OH 43215-5644

NGUYEN, MUI THI TRUST
163101 GULF BLVD UNIT 1707
MADEIRA BEACH, FL 33708

INTUIT OASIS PROPERTIES III LLC
13952 NOBLE PARK DR
ODESSA, FL 33556-1767

KUHN SQUAD LLC
1925 JOSEY WALES TRL
DU QUOIN, IL 62832-3704

NDL BEACH PROPERTY 1704 LLC
PO BOX 66689
ST PETE BEACH, FL 33736-6689

MARTIN, JULIO J and GUERRERO, JOSEFA M
13101 GULF BLVD UNIT 1609
MADEIRA BEACH, FL 33708-2630

LOCKER, MICHAEL W and LOCKER, STACY
814 W 5TH ST
DULUTH, MN 55806-3943

WESTEN APARTMENTS LLC
PO BOX 144
ROCKFIELD, KY 42274-0144

LUCKY TWO LLC
2396 BASSETT RD
WESTLAKE, OH 44145-2909

INTUIT OASIS PROPERTIES II LLC
13952 NOBLE PARK DR
ODESSA, FL 33556

R & N PARTNERS LLC
8303 PINE RIVER RD
TAMPA, FL 33637-1011

VAN HOUTEN, GEORGE W SR and
VANHOUTEN, GEORGE W JR
13101 GULF BLVD UNIT 1509
MADEIRA BEACH, FL 33708-2630

HERNANDEZ, ORLANDO A and HERNANDEZ,
MARIA A
5503 LAKE LETA BLVD
TAMPA, FL 33624-2068

CALLAHAN, BRONWYN PICOLO
18325 GULF BLVD UNIT 201
REDINGTON SHORES, FL 33708-1056

TORRES, RICHARD
83 E HIDDEN BAY DR
DARTMOUTH, MA 02748-3023

BUJOUVES, PERRY ANGELO and BUJOUVES,
MARIA VERGIRIS
1539 JIM ALLEN WAY
LONDON ON N6K 0E1, CANADA

ARTETA, ERNESTO and ARTETA, MARLENE
GITLERLE
428 S FAIRVIEW
PARK RIDGE, IL 60068-4753

CAYEA, SHANNON G and STAMP, WILLIAM D
13101 GULF BLVD UNIT 1409
MADEIRA BEACH, FL 33708-2630

HE, LEQUIN and GUO, SHAOBO
13101 GULF BLVD UNIT 1408
MADEIRA BEACH, FL 33708-2630

EVERNGAM, R SCOTT
13101 GULF BLVD UNIT 1407
MADEIRA BEACH, FL 33708-2630

MADEIRA BAY 1406 LLC
13101 GULF BLVD UNIT 1406
MADEIRA BEACH, FL 33708-2630

A WAVE FROM IT ALL LLC
2400 BRIARCLIFF DR
NEWBURGH, IN 47630-8602

FINZI LLC
17548 DEER ISLE CIR
WINTER GARDEN, FL 34787-9418

RK CAPITAL LLC
13101 GULF BLVD UNIT 1308
MADEIRA BEACH, FL 33708-2630

THOMPSON, RICHARD and LOURENCO,
MONICA
32 SAWSTON CIR
BRAMPTON ON L7A 2N8, CANADA

GONZALEZ, CHRISTOPHER
4026 18TH ST
SAN FRANCISCO, CA 94114-2502

COMBS, HAROLD and COMBS, BEATRICE
10104 SPRINGBURST GARDENS CIR
LOUISVILLE, KY 40241-5196

BAYSIDE RETREATS LLC
13101 GULF BLVD UNIT 1304
MADEIRA BEACH, FL 33708-2630

MADEIRA BAY RESORT I CONDO ASSN INC
2325 ULMERTON RD STE 20
CLEARWATER, FL 33762-3373

PETERSON, COURTNEY D and PETERSON,
CAROL J
807 8TH ST N
VIRGINIA, MN 55792-2317

COTO, FRANK III TRE and COTO, NICOLE
TRE
15306 LAKE MAURINE DR
ODESSA, FL 33556-3112

NAPARIU, JOHN S
4448 S CREEKSIDE DR
NEW PALESTINE, IN 46163-9553

BARBAS, CAMERON
13336 GULF BLVD UNIT 502
ST PETERSBURG, FL 33708-2553

HUZIOR, RYSZARD and HUZIOR, JANINA
13336 GULF BLVD UNIT 501
MADEIRA BEACH, FL 33708-2553

FERNANDEZ, MARGUERITE P REV TRUST
and FERNANDEZ, DAVID B TRE
6112 N FLORIDA AVE
TAMPA, FL 33604-6624

HOUSH, WILLIAM M III and HOUSH, LYNN C
13336 GULF BLVD APT 404
MADEIRA BEACH, FL 33708-2552

MEEHAN, FRANCES C
13336 GULF BLVD APT 403
ST PETERSBURG, FL 33708-2552

ADAMS, JAMES M and ADAMS, LINDA L
10565 57TH AVE N
PLYMOUTH, MN 55442-1661

KILCOYNE, ELIZABETH J and KILCOYNE,
MARK E
4939 W TOKAY DR
LAPORT, IN 46350-8463

BDA44 LLC
503 TOMAHAWK TRL
BRANDON, FL 33511-8085

EISLER, JAN L TRE
13336 GULF BLVD APT 304
MADEIRA BEACH, FL 33708-2552

WATKINS, MYRON C and WATKINS, LIESEL C
4503 OLD STAGE RD APT 303
KINGSPORT, TN 37664-2938

SULLIVAN, JASON LAWRENCE and
SULLIVAN, JULIE PATRICIA
PO BOX 405
BAY BULLS NL A0A 1C0, CANADA

FULKERSON, KAREN
PO BOX 311
CLARKSON, KY 42726-0311

FLEGAL, RONALD W
768 S COMMERCIAL ST
NEENAH, WI 54956-3314

SOUTHWAY MINI STORAGE LLC
PO BOX 80105
CANTON, OH 44708-0105

MINZATESCU, NADIA
5633 N NEWARK AVE
CHICAGO, IL 60631-3138

RAYMOND, LAUREN S
11423 112TH AVE
LARGO, FL 33778-3726

ALVARODIAZ, WILLIAM and CABRERA,
DAVID
18107 JORENE RD
ODESSA, FL 33556

MIDDLEBRO, JOHN H and MIDDLEBRO,
EDITH A
525 4TH AVE A W
OWEN SOUND ON N4K 4Z6, CANADA

JUEDES, GAYLE A
13336 GULF BLVD APT 104
MADEIRA BEACH, FL 33708-2550

MCLLENAGHAN, KRISTA and LAWLEY, KELLY
94 BREMBEL ST
KITCHENER ON N2B 3T7, CANADA

PETERSON, CHRISTOPHER E and PETERSON,
SHANNON R
500 173RD AVE
ST PETERSBURG, FL 33708-1337

MIGONE, RUBEN A and MIGONE, ANA B
13336 GULF BLVD UNIT 101
MADEIRA BEACH, FL 33708-2550

CHAMBRE CONDO ASSN INC
PO BOX 618
BAY PINES, FL 33744-0618

BAREFOOT BEACH RESORT SOUTH LLC
PO BOX 10210
FORT SMITH, AR 72917-0210

BAREFOOT BEACH RESORT SOUTH LLC
PO BOX 10210
FORT SMITH, AR 72917-0210

FL INT IMP FUND TRE
C/O AMERIS REALTY OF FL
1114 17TH AVE S STE 205 NASHVILLE, TN
37212-2215

BBRS CONDO ASSN INC
13238 GULF BLVD
MADEIRA BEACH, FL 33708-2633

City of Madeira Beach
Community Development Department
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

City of Madeira Beach
City Clerk
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916



AFFIDAVIT OF MAILING

Date: 11/21/2023

Mailings for Case # ABP-2023-06

Before me this day Lisa Schweerman personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Lisa Schweerman
Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn and subscribed before me this 21st day of November, 20 23

Personally known or produced _____ as identification.



Samantha Arison
Notary Public

11/21/23
Date

*Copy of public notice is attached.



AFFIDAVIT OF POSTING

Date: 11/21/2023
Postings for: Barefoot Beach Club
ABP 2023 - 20

Before me this day Andrew Morris personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

[Signature]
Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 21st day of November, 2023.

Personally known or produced [Signature] as identification.

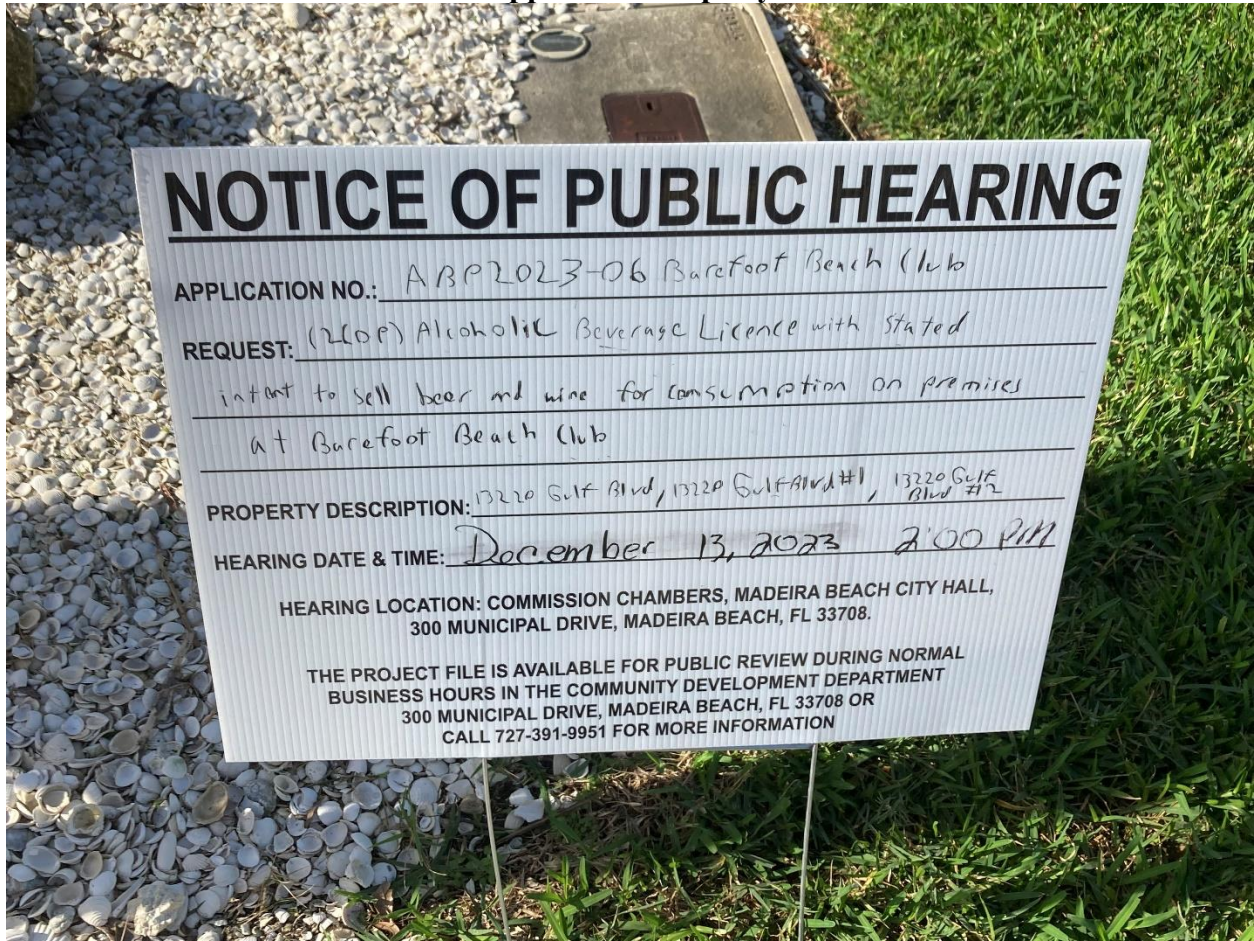


Notary Public Stamp

[Signature]
Notary Public
11/21/2023
Date

*Copy of public notice is attached.

Applicant's Property



City Hall



MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **December 13, 2023, at 2:00 p.m.**, or as soon thereafter as the matter may be heard, at the Patricia Shontz Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida 33708 to review an application for approval by the Board of Commissioners of a (2COP) Alcoholic Beverage License with stated intent to sell beer and wine for consumption on premises at Barefoot Beach Club located at 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2 Madeira Beach, Florida, 33708.

2COP ALCOHOLIC BEVERAGE LICENSE APPLICATION # 2023-06

Applicant(s): Aaron Huffman and Charles Palmer

Name of Partnership, Corporation, LLC: Barefoot Beach Resort South, LLC

Business Location: 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2, Madeira Beach, Florida, 33708

Business: Barefoot Beach Club

Application Request:

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2023-06, is requesting authorization from the Board of Commissioners for the approval of a (2COP) Alcoholic Beverage License with stated intent to sell beer and wine for consumption on premises at Barefoot Beach Club located at 13220 Gulf Blvd, 13220 Gulf Blvd #1, 13220 Gulf Blvd #2, Madeira Beach, Florida, 33708. The property is zoned Planned Development and has a Future Land Use designation of Resort Facilities Medium.

Note:

You have received this notice, pursuant to City Code Section 110-539, because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

A copy of the application is available for inspection in the Community Development Department between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the application, please contact Andrew Morris, Long Range Planner at 727-391-9951, ext. 296 or amorris@madeirabeachfl.gov.

Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

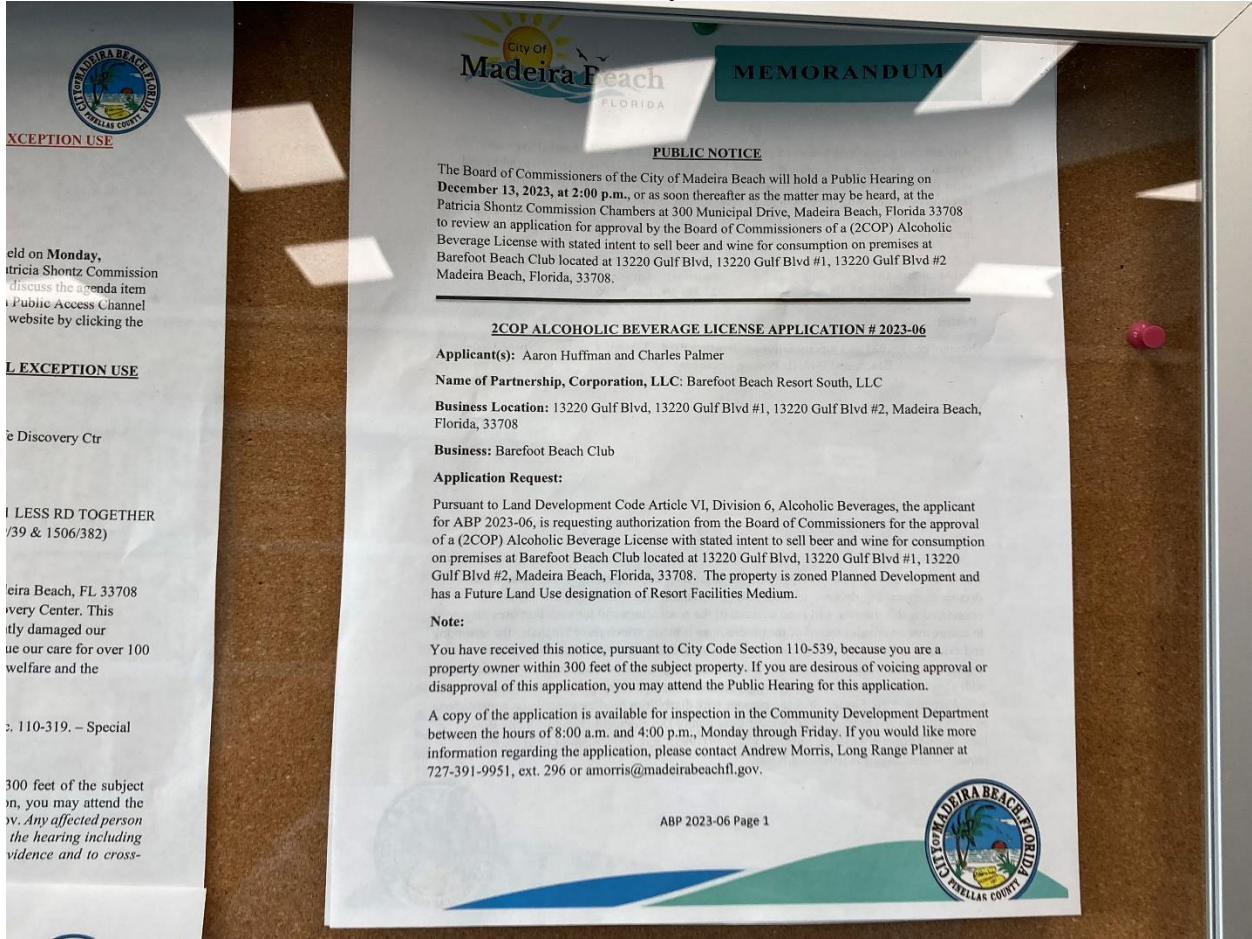
Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708

Andrew Morris, Long Range Planner
amorris@madeirabeachfl.gov
727-391-9951, ext. 296

Posted:

November 21, 2023 @ Property Site, Gulf Beaches Public Library, City Hall, City of Madeira Beach, and Website Posting Locations.

Library



Website

Beach

Services Events News Meetings Departments Public Records Requests Document Center Contact

< Back

Plan Review Documents

John's Pass Village Activity Center Plan

Jenny Rowan
Director of Community Development

(727) 391-9951 x244

planning@madeirabeachfl.gov

300 Municipal Drive

Monday - Friday
8:00 am - 4:00 pm

Plan Review Documents

Ordinance 2023-33 Amendment to Capital Improvement Element of Comprehensive Plan

[Ordinance 2023-33 Amendment To Capital Improvement Element Of Comprehensive Plan](#)

[Ordinance 2023 33 Business Impact Estimate](#)

ABP 2023-06 Barefoot Beach Club 12/13/23 BOC Regular Meeting

[ABP 2023-06 Barefoot Beach Club Public Notice 12_13_23](#)

[ABP 2023 06 Barefoot Beach Club Application](#)























MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: December 13, 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

Meeting Details: December 13, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Park Street Antique Center Lease for Public Works

Background

The purpose of this lease renewal is to maintain the city public works garage at 5000 94th St. St. Petersburg FL 33708. This lease is for one (1) year with three (3), one (1) year renewal options. This space is approx. 6000 SF and is the facility where we service the fire engines, garbage trucks, city vehicles and all other city equipment and the facility where we store all the garbage trucks off the island. Public Works also stores various equipment and materials onsite that are not used daily. The original lease was entered into on June 25, 2013.

Fiscal Impact

Rent is \$3,100 per month and split between Public Works, Sanitation, and Stormwater funds.

Recommendation(s)

Staff recommends approval of the lease for 1 year with 3, 1-year optional renewals for the amount of \$3,100 per month.

Attachments

-Park Street Lease Agreement

LEASE

BETWEEN

PARK STREET ANTIQUES CENTER, INC.
("LANDLORD")

AND

CITY OF MADEIRA BEACH
("TENANT")

LEASE

THIS LEASE is entered into by and between PARK STREET ANTIQUES CENTER, INC., a Florida corporation ("LANDLORD") and CITY OF MADEIRA BEACH, a Florida Municipal Corporation ("TENANT") and is to be effective as of the date of the signature of the party last below dated (the "Effective Date").

ARTICLE 1 - GRANT OF TERM

1.1 **LEASED PREMISES.** In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD that certain premises, the street address of which is 5050 94th Street, St. Petersburg, Florida 33708, containing approximately 6000 square feet (the "Premises"), together with all easements, rights and privileges appurtenant thereto.

1.2 **TERM.** The term hereof shall be for one (1) year commencing on October 1, 2023, at which time the TENANT shall be given exclusive possession of the Premises, ("Commencement Date") and ending on September 30, 2024, with four (4) One (1) year renewal Options. TENANT shall notify LANDLORD in writing two months prior to the end of each year's Lease that TENANT intends to exercise the Option to renew the Lease for one year. It is understood and agreed that LANDLORD shall give the TENANT access to the Premises for purposes of investigation and planning immediately upon the mutual execution of this Lease Agreement.

ARTICLE 2 - RENT

2.1 **RENT PAYMENT. PRORATION AND SALES TAXES.** All rental payments due hereunder shall be paid without notice or demand, and without abatement, deduction or set off for any reason unless specifically provided herein. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly rent installment based on the number of days in such period and the number of days in the month in question. Rent shall be payable in lawful money of the United States to LANDLORD at the address stated herein or to such other persons or at such other places as LANDLORD may designate in writing. In addition, TENANT shall pay to LANDLORD all sales and use taxes imposed by the State of Florida or any other governmental authority from time to time, upon said rent and any other charges hereunder upon which sales and use taxes are imposed.

2.2 **NO WAIVER.** The acceptance by the LANDLORD of monies from the TENANT as rent or other sums due shall not be an admission of the accuracy or the sufficiency of the amount of such rent or other sums due nor shall it be deemed a waiver by LANDLORD of any right or claim to additional or further rent or other sums due.

2.3 **SECURITY DEPOSIT.** Upon signing of the Lease, TENANT shall pay a security deposit of \$-0-. This security deposit will be refunded thirty days after the end of the final Lease Term after the Premises has been inspected by LANDLORD for damage.

2.4 **MONTHLY RENT AMOUNTS.** TENANT shall pay to LANDLORD as rent for the Premises during the term hereof monthly payments of net rent, in advance, on or before the First day of each month, in accordance with the following schedule.

Year	Payment Amount
2023/2024	\$3,100.00/month
2024/2025	\$3,200.00/month
2025/2026	\$3,300.00/month
2026/2027	\$3,340.00/month

ARTICLE 3 - UTILITIES

3.1 **INSTALLATION.** TENANT shall contract in its own name for all electric and telephone service, and all other utilities furnished to the Premises. TENANT will be responsible for their use of water each month which will be calculated by deducting the average LANDLORD monthly usage (approximately \$300 - \$350 per month) from the water bill and TENANT will be responsible for the balance.

3.2 **PAYMENT.** TENANT shall promptly pay for all heat, electricity, gas, telephone, garbage collection, water and sewer charges, and all other utilities and services consumed in connection with the premises, together with any taxes thereon. If charges to be paid by TENANT hereunder are not paid when due and LANDLORD elects to pay same, interest shall accrue thereon from the date paid by LANDLORD and shall bear interest at the maximum rate then allowed by law (the "Default Rate"), and such charges and interest shall be added to the subsequent month's rent and shall be collectible from TENANT in the same manner as rent. LANDLORD shall not be liable for damage to TENANT'S business and/or inventory or for any other claim by TENANT resulting from an interruption in utility services.

ARTICLE 4 - CONDUCT OF BUSINESS BY TENANT

4.1 **USE OF LEASED PREMISES.** The Premises shall be used and occupied by TENANT for the purpose of storing city garbage trucks, city vehicles and equipment related to TENANT'S business (the "Permitted Use") and ~~for no other purpose~~ for the services provided by the city mechanic to repair and maintain the cities fleet. Without limiting the foregoing, TENANT shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant at the premises, shall tend to disturb or interfere with the rights of such other tenants. TENANT may not change its operating format on the Premises without the prior written consent of the LANDLORD. TENANT shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. TENANT shall not operate an incinerator or burn trash or garbage within the Premises.

4.2 **COMPLIANCE WITH LAW AND RESTRICTIONS.** TENANT shall, at TENANT'S expense, execute and comply with all statutes, ordinances, rules, orders, regulations

departments and bureaus, applicable to the Premises, as well as all covenants and restrictions of record, and other requirements in effect during the term or any part thereof, which regulate the use by TENANT of the Premises.

4.3 **CONDITION OF PROPERTY: LETTER OF ACCEPTANCE.** The Premises is being Leased in its "AS-IS" condition. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, as suitable for TENANTS intended purposes, and in compliance with all terms and provisions hereof. TENANT acknowledges that neither LANDLORD nor LANDLORD'S agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of TENANT'S business. Within ten (10) days after request of LANDLORD, TENANT agrees to give LANDLORD a letter certifying that the TENANT has accepted delivery of the Premises, and the condition of the Premises complies with LANDLORD'S covenants and obligations hereunder.

ARTICLE 5 - LIENS

TENANT shall have no power to subject LANDLORD'S interest in the Premises to construction or materialmen's liens of any kind. The existence of any such lien, which lien is not discharged by TENANT, or bonded off within thirty (30) days, shall be a material breach of this Lease. All contracts for work on the Premises performed on behalf of TENANT must contain a waiver of lien by TENANT'S contractor against the LANDLORD'S interest in the Premises. All persons performing work, labor or supplying materials at the Premises on behalf of TENANT shall look solely to the interest of the TENANT and not to that of the LANDLORD for payment and for any legal fees and court costs. LANDLORD shall have the right, but not the obligation, to discharge or transfer to bond any lien filed against the Premises by the TENANT'S contractor that has not been discharged or transferred to bond within thirty (30) days from the filing thereof and any reasonable cost or expense, including reasonable attorney's fees, incurred by LANDLORD as a result thereof shall immediately be due and payable and if not paid by TENANT with fifteen (15) days shall constitute a default under this Lease.

ARTICLE 6 - MAINTENANCE OF LEASED PREMISES

6.1 **MAINTENANCE.** LANDLORD shall, at LANDLORD'S sole cost and expense, maintain the Premises and all components thereof throughout the lease term, in good, safe and clean order, condition and repair, including without limitation the building interior and exterior, roof, all plumbing, heating, air conditioning, ventilating, and electrical facilities and all components thereof. If LANDLORD fails to perform its obligations under this Article or under any other article hereof, TENANT may at its option terminate this Lease.

6.2 **LANDLORD'S RESPONSIBILITY.** The LANDLORD shall only be responsible for the integrity of the building structure, and any other requirements as governed by Florida or Federal Law.

6.3 **BUILDING SERVICES.** TENANT shall be responsible for all costs and deposits associated with any service of any nature whatsoever relating to the use and operation of the Premises.

6.4 **PLATE GLASS.** TENANT shall maintain all plate glass, if any, within or on the perimeter of the Premises.

6.5 **CONDITION OF PREMISES UPON TERMINATION OF LEASE.** On the last day of the term hereof, or on any sooner termination, TENANT shall surrender the Premises to LANDLORD in the same condition as received, ordinary wear and tear excepted, clean and free of debris. TENANT'S machinery, furniture, fixtures and equipment may be removed by TENANT upon expiration of the lease term. TENANT shall repair any damage to the Premises caused by the installation or removal of its trade fixtures, furnishings and equipment. Upon termination of this Lease for any cause whatsoever, if TENANT fails to remove its effects, they shall be deemed abandoned, and LANDLORD may, at its option, remove the same in any manner that the LANDLORD shall choose, store them without liability to the TENANT for loss thereof, and the TENANT agrees to pay the LANDLORD on demand any and all expenses incurred in such removal, including court costs, attorney's fees and storage charges for any length of time the same shall be in the LANDLORD'S possession, or the LANDLORD may, at its option, without notice, sell said effects or any part of the same at a private sale and without legal process for such price as the LANDLORD may obtain, and apply the proceeds of such sale upon the amounts due under this Lease from the TENANT to LANDLORD and upon the expenses incident to the removal and sale of said effects. TENANT shall deliver all keys and combinations to locks within the Premises to LANDLORD upon termination of this Lease for any reason. TENANT'S obligations to perform under this provision shall survive the end of the lease term.

ARTICLE 7-ALTERATIONS AND ADDITIONS

7.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not, without LANDLORD'S prior written consent, make any alterations, improvements, or additions in, on, or to the Premises. Further, any contractor or person making any alterations, improvements, additions or utility installations in, on, or to the Premises must first be approved in writing by LANDLORD. LANDLORD, at its option, may require TENANT to provide LANDLORD, at TENANT'S sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure LANDLORD against any liability for construction liens and to insure completion of the work. LANDLORD may require that TENANT remove any or all of said alterations, improvements, or additions at the expiration of the term, and restore the Premises to its prior condition. Should TENANT make any alterations, improvements, or additions without the prior approval of LANDLORD, in addition to all other remedies of LANDLORD for TENANT'S breach, LANDLORD may require that TENANT remove any or all of the same.

7.2 **PERMITS AND PLANS.** Any alteration, improvement, addition or utility installation in or to the Premises that TENANT shall desire to make shall be presented to LANDLORD for approval in written form, with proposed detailed plans. If LANDLORD shall give its consent, the consent shall be deemed conditioned upon TENANT acquiring all necessary permits to do the work from appropriate governmental agencies, the furnishing of a copy thereof to LANDLORD prior to the commencement of the work, the compliance by TENANT with all

conditions of said permits in a prompt and expeditious manner, and, if applicable, TENANT'S conducting its work so as not to interfere with any other TENANTS of the building in which the Premises is located.

7.3 **HOLD HARMLESS.** TENANT shall pay, when due, all claims for labor or materials furnished for TENANT, at or for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein.

7.4 **PROPERTY OF LANDLORD.** Unless LANDLORD requires their removal, all alterations, improvements, or additions made on the Premises shall become the property of LANDLORD and remain upon and be surrendered with the Premises at the expiration of the lease term without compensation to TENANT.

7.5 **LANDLORD'S INTEREST NOT SUBJECT TO LIENS.** As provided in §713.10, Florida Statutes, the interest of LANDLORD shall not be subject to liens for improvements made by TENANT, and TENANT shall notify any contractor making such improvements of this provision. An appropriate notice of this provision may be recorded by LANDLORD in the Public Records of Pinellas County, Florida, in accordance with said statute, without TENANT'S joinder.

ARTICLE 8 –INDEMNITY

8.1 **INDEMNITY.** TENANT shall indemnify and hold harmless LANDLORD from and against any and all injury, expenses, damages and claims arising from TENANT'S use of the premises, whether due to damage to the premises, claims for injury to the person or property of any other TENANT of the building (if applicable) or any other person rightfully in or about the premises, from the conduct of TENANT's business or from any activity, work or things done, permitted or suffered by TENANT or its agents, servants, employees, licenses, customers, or invitees in or about the premises or elsewhere or consequent upon or arising from TENANTS's failure to comply with applicable laws, statues, ordinances or regulations, and TENANT shall further indemnify and hold harmless LANDLORD from and against any and all such claims and from and against all costs, attorney's fees, expenses and liabilities incurred in the investigation, handling or defense of any such claim or any action or proceeding brought in connection therewith by a third person or any governmental authority: and in case any action or proceeding is brought against LANDLORD by reason of any such claim, TENANT upon notice from LANDLORD shall defend the same at TENANT's expense by counsel satisfactory to LANDLORD. This indemnity shall not require payment as a condition precedent to recovery.

8.2 **EXEMPTION OF LANDLORD FROM LIABILITY.** TENANT hereby agrees that LANDLORD shall not be liable for injury to TENANT's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of TENANT, TENANT's employees, invitees, customers, or any other person in or about the premises, whether such damage or injury is cause by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or there defects of pipes, sprinklers, wire, appliances, plumbing, air conditions or light fixtures, or from any other cause, whether the said damage or injury results from latent defects or there conditions arising upon the premises or upon other portions of the building(s) of which the premises is a part, or from other sources or places regardless of whether the cause of such damage or injury or the means of repairing the

same is inaccessible to TENANT. LANDLORD shall not be liable for any damages arising from any act or neglect of any other TENANT of the building in which the premises is located.

ARTICLE 9 - ASSIGNMENT AND SUBLETTING

9.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not voluntarily or by operation of law assign, mortgage, sublet, or otherwise transfer or encumber all or any part of TENANT'S interest in this Lease or in the Premises or TENANT'S possession thereof without LANDLORD'S prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without LANDLORD'S consent shall be void, and shall constitute a breach hereof. No term or provision contained elsewhere herein shall be deemed to limit LANDLORD'S absolute right to withhold consent to any proposed transfer or encumbrance of TENANT'S interest in LANDLORD'S absolute discretion and for any reason whatsoever. If TENANT desires to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify LANDLORD of its desire to do so and shall submit in writing to LANDLORD; (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business to be conducted on the Premises; (iii) the terms of the proposed assignment or sublease; and (iv) such financial information as LANDLORD may reasonably request concerning the proposed assignee or subtenant.

9.2 **NO RELEASE OR WAIVER.** Regardless of LANDLORD'S consent, no subletting or assignment shall release TENANT from TENANT'S obligation or alter the primary liability of TENANT to pay the rent and to perform all other obligations to be performed by TENANT hereunder. The acceptance of rent by LANDLORD from any other person shall not be deemed to be a waiver by LANDLORD of any provision hereof Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of TENANT or any successor of TENANT in the performance of any of the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of exhausting remedies against said assignee. LANDLORD may consent to subsequent assignments or subletting hereof or amendments or modifications to this Lease with assignees of TENANT, without notifying TENANT, or any successor of TENANT, and without obtaining its or their consent thereto and such action shall not relieve TENANT of liability hereunder.

9.3 **EFFECT OF TRANSFER.** The voluntary or other surrender hereof by TENANT or a mutual cancellation hereof shall not work a merger of the interests of the parties hereunder and shall at the option of LANDLORD terminate any or all subleases or sub tenancies or shall operate as an assignment to LANDLORD of such subleases or sub tenancies. If TENANT is a corporation, unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of twenty-five percent (25%) or resulting in a change in management control shall be deemed an assignment within the meaning and provisions elsewhere herein provided.

9.4 **ATTORNEY'S FEES.** In the event TENANT shall assign or sublet the Premises or request the consent of LANDLORD to any assignment or subletting or if TENANT shall request the consent of LANDLORD for any act TENANT proposes to do, then TENANT shall pay LANDLORD'S reasonable attorney's fees and costs incurred in connection with each such request. Further, in connection with any action taken by LANDLORD to enforce the terms,

provisions and conditions of this lease, LANDLORD shall be entitled to recover any cost incurred relating to such action, including its reasonable attorneys fees.

9.5 **RIGHT OF RECAPTURE.** At any time within thirty (30) days after LANDLORD'S receipt of the proposed notice of sublease or assignment request as hereinabove provided, LANDLORD may by written notice to TENANT elect to sublease the Premises or the portion thereof proposed to be subleased by TENANT, or to take an assignment of TENANT'S estate hereunder or such part thereof as shall be specified in said notice, on the same terms and conditions as those contained in said notice.

9.6 **ASSUMPTION AGREEMENT.** Any assignee of TENANT shall assume TENANT'S obligations hereunder and deliver to LANDLORD an assumption agreement in a form reasonably satisfactory to LANDLORD no less than ten (10) days after the effective date of the proposed assignment.

ARTICLE 10 – DEFAULT

10.1 **DEFAULT OF TENANT.** The occurrence of any one or more of the following events shall constitute a material default or breach hereof by the TENANT. TENANT shall be deemed in default of its obligations under this Lease upon the occurrence of any one or more of the following:

- (a) The vacating or abandonment of the Premises by TENANT;
- (b) TENANT'S failure to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof from LANDLORD to TENANT. In the event that LANDLORD serves TENANT with a notice to pay rent or vacate pursuant to applicable unlawful detainer or other statutes, such notice shall also constitute the notice required by this subsection;
- (c) TENANT'S continued failure to perform any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after written notice thereof by LANDLORD to TENANT, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and TENANT proceeds to diligently cure the default;
- (d) TENANT becomes a "debtor" as defined under the Federal Bankruptcy Code or any successor statute thereto or any other statute affording debtor relief, whether state or federal, (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) days), or admits in writing its present or prospective insolvency or inability to pay its debts as they mature, or is unable to or does not pay a material portion (in numbers or dollar amount) of its debts as they mature;
- (e) The appointment of a trustee or receiver to take possession of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in this Lease;
- (f) The attachment, execution or other judicial seizure of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in the Lease;

(g) The entry of a judgment against TENANT which affects TENANT'S ability to conduct its business in the ordinary course; provided, however, to the extent that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect to such extent only;

(h) The sale of TENANT'S interest under this Lease by execution or other legal process;

(i) TENANT'S making of any general arrangement or assignment of this Lease for the benefit of creditors;

(j) Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited elsewhere herein;

(k) TENANT shall do or permit to be done anything that creates a lien upon the Premises and shall fail to obtain the release or any such lien or bond or of any such lien as required herein.

(l) The discovery by LANDLORD that any financial statement, warranty, representation or other information given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of Tenant, any successor in interest of TENANT or any guarantor of TENANT'S obligation hereunder, in connection with this Lease, was materially false or misleading when furnished; or

(m) The failure by TENANT, at any time throughout the term of this Lease, to make Rent payments, when due, on three (3) or more separate occasions during any twelve (12) month period, regardless of whether or not such prior defaults have been cured.

10.2 **LANDLORD'S REMEDIES.** In the event of any default or breach hereof by TENANT, LANDLORD may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Terminate TENANT'S right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT'S default, including accrued rent, accelerated rent through the end of the lease term, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, and reasonable attorney's fees;

(b) Reenter and take possession of the Premises and relet or attempt to relet same for TENANT'S account, holding TENANT liable in damages for all expenses incurred by LANDLORD in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms hereof. In the event LANDLORD relets the Premises, LANDLORD shall have the right to lease the Premises or portions thereof for such periods of time and such rentals and for such use and upon such covenants and conditions as LANDLORD, in its sole discretion, may elect, and LANDLORD may make such repairs and improvements to the Premises as LANDLORD may deem necessary. LANDLORD shall be

entitled to bring such actions or proceedings for the recovery of any deficits due to LANDLORD as it may deem advisable, without being obliged to wait until the end of the term, and commencement or maintenance of any one or more actions shall not bar LANDLORD from bringing other or subsequent actions for further accruals, nor shall anything done by LANDLORD pursuant to this subsection limit or prohibit LANDLORD'S right at any time to pursue other remedies of LANDLORD hereunder;

(c) Declare all rents and charges due hereunder immediately due and payable, and thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated, and LANDLORD may, at once, take action to collect the same by distress or otherwise. In the event of acceleration of rents and other charges due hereunder which cannot be exactly determined as of the date of acceleration and/or judgment, the amount of said rent and charges shall be as determined by LANDLORD in a reasonable manner based on information such as previous fluctuations in the C.P.I. and the like;

(d) Perform any of TENANT'S obligations on behalf of TENANT in such manner as LANDLORD shall deem reasonable, including payment of any moneys necessary to perform such obligation or obtain legal advice, and all expenses incurred by LANDLORD in connection with the foregoing, as well as any other amounts necessary to compensate LANDLORD for all detriment caused by TENANT'S failure to perform which in the ordinary course would be likely to result therefrom, shall be immediately due and payable from TENANT to LANDLORD, with interest at the Default Rate; such performance by LANDLORD shall not cure the default of TENANT hereunder and LANDLORD may proceed to pursue any or all remedies available to LANDLORD on account of TENANT'S default; if necessary LANDLORD may enter upon the Premises after ten (10) days' prior written notice to TENANT, except in the case of emergency, in which case no notice shall be required, perform any of TENANT'S obligations of which TENANT is in default; and/or

(e) Pursue any other remedy now or hereafter available to LANDLORD under state or federal laws or judicial decisions. Unpaid installments of rent and other unpaid monetary obligations of TENANT under the terms hereof shall bear interest from the date due at the Default Rate.

10.3 **NO WAIVER.** No reentry or taking possession of the Premises by LANDLORD shall be construed as an election on its part to terminate this Lease, except a surrender of the Premises or release TENANT from any obligations hereunder, unless a written notice of such intention be given to TENANT. Notwithstanding any such reletting or reentry or taking possession, LANDLORD may at any time thereafter elect to terminate this Lease for a previous default Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LANDLORD hereunder or of any damages accruing to LANDLORD by reason of the violation of any of the terms, provisions and covenants herein contained. LANDLORD'S acceptance of rent or additional rent following any event of default hereunder shall not be construed as LANDLORD'S waiver of such event of default No waiver by LANDLORD of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained.

Forbearance by LANDLORD to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. The loss or damage that LANDLORD may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by LANDLORD following possession. Should LANDLORD at any time terminate this Lease for any default, in addition to any other remedy LANDLORD may have, LANDLORD may recover from TENANT all damages LANDLORD may incur by reason of such default, including the cost of recovering the Premises and the loss of rent for the remainder of the Lease term. LANDLORD'S consent to or approval of any act shall not be deemed to render unnecessary the obtaining of LANDLORD'S consent to or approval of any subsequent act by TENANT. The delivery of keys to any employee or agent of LANDLORD shall not operate as a termination hereof or a surrender of the Premises.

10.4 **LATE CHARGES.** TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LANDLORD by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD'S designee within five (5) days after such amount shall be due, then, without any requirement for notice to TENANT, TENANT shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment by TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT'S default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision hereof to the contrary. The parties agree that the payment of late charges and the payment of interest as provided elsewhere herein are distinct and separate from one another in that the payment of interest is to compensate LANDLORD for the use of LANDLORD'S money by TENANT and the payment of late charges is to compensate LANDLORD for administrative and other expenses incurred by LANDLORD.

10.5 **INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to LANDLORD not paid when due bears interest at the annual rate of 4.75% from the date due. Payment of such interest shall not excuse or cure any default by TENANT under this Lease, provided, however, that interest shall not be payable on late charges incurred by TENANT. Notwithstanding any other term or provision hereof, in no event shall the total of all amounts paid hereunder by TENANT and deemed to be interest exceed the amount permitted by applicable usury laws, and in the event of payment by TENANT of interest in excess of such permitted amount, the excess shall be applied towards damages incurred by LANDLORD or returned to TENANT, at LANDLORD'S option.

10.6 **DEFAULT BY LANDLORD.** LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but

in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying the obligation that LANDLORD has failed to perform; provided, however, that if the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such 30- day period and thereafter diligently prosecutes the same to completion. Notwithstanding any other provision hereof, LANDLORD shall not be in default hereunder for failure to perform any act required of LANDLORD where such failure is due to inability to perform on account of strike, laws, regulations or requirements of any governmental authority, or any other cause whatsoever beyond LANDLORD'S control, nor shall TENANT'S rent be abated by reason of such inability to perform.

ARTICLE 11 - ACCESS BY LANDLORD

LANDLORD and LANDLORD'S agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, posting notices of non-responsibility, showing the same to prospective purchasers, lenders, or tenants, performing any obligation of TENANT hereunder of which TENANT is in default, and making such alterations, repairs, improvements or additions to the Premises or to the building of which it is a part as LANDLORD may deem necessary or desirable, all without being deemed guilty of an eviction of TENANT and without abatement of rent, and LANDLORD may erect scaffolding and other necessary structures where reasonably required by the character of any work performed, provided that the business of TENANT shall be interfered with as little as reasonably practicable. TENANT hereby waives any claims for damages for any injury to or interference with TENANT'S business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, LANDLORD shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TENANT'S vaults and safes, if any, and LANDLORD shall have the right to use any and all means which LANDLORD may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by LANDLORD by any of said means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof. No provision hereof shall be construed as obligating LANDLORD to perform any repairs, alterations or to take any action not otherwise expressly agreed to be performed or taken by LANDLORD. LANDLORD may, at any time, place on or about the Premises any ordinary "For Sale" signs and LANDLORD may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to TENANT.

ARTICLE 12 - TENANT'S PROPERTY

12.1 **PROPERTY.** TENANT shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon or about the Premises by TENANT.

12.2 **LOSS OR DAMAGE.** Except as provided herein, LANDLORD shall not be liable for any loss or damage to property of TENANT or of others located on the Premises, by theft or otherwise, unless such damage or loss is caused by the act or failure to act of LANDLORD.

LANDLORD shall not be liable for any claims arising from damage to property located in or on the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage, unless said damage results from the actions or failure to act of LANDLORD, its agents, employees or contractors (acting within the scope of their agency, employment or contract). LANDLORD shall not be liable to TENANT for any damages caused by other persons in the Premises, or by public or quasi-public work on adjacent property, unless such damage is caused by the act or failure to act of LANDLORD.

ARTICLE 13 - SURRENDER OF PREMISES, HOLDING OVER

13.1 **SURRENDER OF PREMISES.** Within thirty (30) days after the expiration of this Lease and all extensions and renewals hereof, TENANT shall surrender the Premises in the same condition as they existed upon the Commencement Date, reasonable wear and tear excepted, and shall surrender all keys for the Premises to LANDLORD.

13.2 **HOLDING OVER.** This Lease and the tenancy created shall cease and terminate at the end of the original term hereof, unless extended as provided herein, without the necessity of notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to summary recovery of the Premises.

If TENANT, with LANDLORD'S consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions hereof pertaining to the obligations of TENANT, but all options and rights of first refusal, if any, granted under the terms hereof shall be deemed terminated and be of no further effect during said month to month tenancy. If TENANT shall hold over without LANDLORD'S express written consent, TENANT shall become a tenant at sufferance and rental shall be due at the higher of (1) the then prevailing market rate as determined by LANDLORD in its absolute discretion, or (2) twice the rent payable immediately prior to the expiration of the term. The foregoing provisions shall not limit LANDLORD'S rights hereunder or provided by law in the event of TENANT'S default.

ARTICLE 14 - CONDEMNATION

If the Premises or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (either of which is herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty percent (20%) of the floor area of Premises is taken by condemnation, either party may terminate this Lease by notice to the other, in writing, only within ten (10) days after LANDLORD shall have given TENANT written notice of such condemnation or pending condemnation (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), such termination to take effect as of the date the condemning authority takes possession. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the Premises, and TENANT shall have no other rights or remedies as a result of such condemnation. Any award or payment made in connection with a condemnation shall be the property of LANDLORD, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value

of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, that TENANT shall be entitled to any separate award made to TENANT which does not diminish LANDLORD'S award, such as for loss of or damage to TENANT'S trade fixtures and removable personal property and TENANT'S moving expenses. In the event that this Lease is not terminated by reason of such condemnation, LANDLORD shall, to the extent of severance damages received by LANDLORD in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that TENANT has been reimbursed therefor by the condemning authority. TENANT shall pay any amount in excess of such severance damages required to complete such repair. LANDLORD shall in no event be obligated to repair or replace any items other than those installed by or at the expense of LANDLORD.

ARTICLE 15 - DESTRUCTION OF PREMISES

15.1 DEFINITIONS.

(a) "Property Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is less than 50% of the fair market value of such building as a whole immediately prior to such damage or destruction.

(b) "Property Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is 50% or more of the fair market value of such building as a whole immediately prior to such damage or destruction.

(c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance as hereinabove provided.

15.2 **PROPERTY DAMAGE - INSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is an Insured Loss and which falls into the classification of Property Partial Damage, then LANDLORD shall, at LANDLORD'S sole cost, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD, or to repair any damage except to the extent proceeds of insurance are available for such purpose.

15.3 **PARTIAL DAMAGE - UNINSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is not an Insured Loss and which falls within the classification of Property Partial Damage, unless caused by a negligent or willful act of TENANT (in which event TENANT shall make the repairs at TENANT'S expense), LANDLORD may at LANDLORD'S option either (i) repair such damage as soon as reasonably possible at LANDLORD'S expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to TENANT within thirty (30) days after the date of the occurrence of such damage of LANDLORD'S intention to cancel and terminate this Lease, as of the date of the occurrence of

such damage. In the event LANDLORD elects to give such notice of LANDLORD'S intention to cancel and terminate this Lease, TENANT shall have the right within ten (10) days after the receipt of such notice to give written notice to LANDLORD of TENANT'S intention to repair such damage at TENANT'S expense, without reimbursement from LANDLORD, in which event this Lease shall continue in full force and effect, and TENANT shall proceed to make such repairs as soon as reasonably possible. If TENANT does not give such notice within such 10-day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD.

15.4 **TOTAL DESTRUCTION.** If at any time during the term hereof there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Property Total Destruction or Property Building Total Destruction, this Lease shall automatically terminate as of the date of such damage, unless within ten (10) days after such damage occurs LANDLORD shall notify TENANT that LANDLORD shall repair such damage and shall thereafter repair the damage within a reasonable time.

15.5 **DAMAGE NEAR END OF TERM.**

If at any time during the last two (2) months of the term hereof there is damage, whether or not an Insured Loss, which falls within the classification of Property Partial Damage, LANDLORD may at LANDLORD'S option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to TENANT of LANDLORD'S election to do so within thirty (30) days after the date of occurrence of such damage.

15.6 **ABATEMENT OF RENT: TENANT'S REMEDIES.**

(a) In the event of damage described elsewhere herein which LANDLORD or TENANT repairs or restores, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which TENANT'S use of the Premises is impaired. Except for abatement of rent, if any, TENANT shall have no claim against LANDLORD for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If LANDLORD shall be obligated to repair or restore the Premises under the provisions elsewhere herein provided and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, TENANT may at TENANT'S option cancel and terminate this Lease by giving LANDLORD written notice of TENANT'S election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice and TENANT shall have no other rights against LANDLORD.

15.7 **TERMINATION: ADVANCE PAYMENTS.** Upon termination hereof, an equitable adjustment shall be made concerning advance rent and any advance payments made by TENANT to LANDLORD. LANDLORD shall, in addition, return to TENANT so much of TENANT'S security deposit as has not theretofore been applied by LANDLORD.

15.8 **NON-LIABILITY.** LANDLORD shall not be liable for any inconvenience or interruption of business of TENANT occasioned by fire or other casualty, except to the extent of abatement by TENANT of rent obligations as provided hereunder.

ARTICLE 16 - PROPERTY TAXES

16.1 **DEFINITION OF "REAL PROPERTY TAXES".** As used herein, the term "real property taxes" shall include any form of tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, against any legal or equitable interest of LANDLORD in the Premises or in the real property of which the Premises is a part, or against LANDLORD'S right to rent or other income therefrom, or against LANDLORD'S business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax" or (ii) the nature of which was hereinbefore included within the definition of "real property tax," or (iii) which is imposed as a result of a transfer, either partial or total, of LANDLORD'S possessory interest in the Premises, or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (iv) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof. The term "real property tax" shall not include any income, estate or inheritance tax assessed against LANDLORD, documentary stamp tax imposed as a result of LANDLORD'S transfer of the fee interest in the Premises, or any sales tax on rent or other payments due from TENANT hereunder.

16.2 **PAYMENT OF TAXES.** LANDLORD shall pay the real property taxes, as elsewhere defined herein, applicable to the Premises throughout the lease term.

16.3 **PERSONAL PROPERTY TAXES.** TENANT shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of TENANT contained on the Premises or elsewhere or on any leasehold improvements made to the Premises by TENANT. When possible, TENANT shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of LANDLORD. If any of TENANT'S personal property shall be assessed with LANDLORD'S real property, TENANT shall pay LANDLORD the taxes attributable to TENANT'S personal property within ten (10) days after receipt of a written statement from LANDLORD setting forth the taxes applicable to TENANT'S property.

ARTICLE 17 - REPRESENTATIONS AND WARRANTIES

17.1 **TENANT.** TENANT hereby represents and warrants to LANDLORD that: (a) TENANT is a duly authorized corporation existing under the laws of Florida; (b) TENANT has the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding obligation of TENANT, enforceable in accordance with its terms.

17.2 **LANDLORD.** LANDLORD represents and warrants to TENANT that: (a) LANDLORD is the fee simple owner of the Premises; (b) there are no agreements, contracts, covenants, conditions or exclusions which would, if exercised, prohibit the operation of the Premises for the Permitted Use; (c) LANDLORD is a duly authorized existing corporation under the laws of the State of Florida and is qualified to do business in the State of Florida; (d) LANDLORD has the full right and authority to enter into this Lease; (e) each of the persons executing this Lease on behalf of LANDLORD is authorized to do so; and (f) this Lease constitutes a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.

ARTICLE 18 - NOTICES

(a) Except as provided in subsection (b) below, any notice, demand, request or other communication ("Notice") required or permitted to be given hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to TENANT or to LANDLORD at the address noted below the signature of such party. Notice given by any other means shall be deemed given when actually received in writing. Either party may by notice to the other specify a different address for Notice purposes, which shall only be effective upon receipt, except that upon TENANT'S taking possession of the Premises, the Premises shall constitute TENANT'S address for Notice purposes. A copy of all Notices required or permitted to be given to LANDLORD hereunder shall be concurrently transmitted to such party or parties at such addresses as LANDLORD may from time to time hereafter designate by notice to TENANT.

(b) The TENANT hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and legal notices the person in charge of the Premises at the time, or occupying the Premises, and if there is no person in charge or occupying the Premises, than such service or notice may be made by attaching the same on the main entrance of the Premises.

ARTICLE 19 - ENVIRONMENTAL COMPLIANCE

19.1 **HAZARDOUS SUBSTANCE.** TENANT shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises, or transport to or from the Premises, any Hazardous Substance (as defined below), or allow any other person or entity to do so. TENANT shall keep and maintain the Premises in compliance with and shall not cause or permit the Premises to be in violation of, any Environmental Laws (as defined below).

19.2 **NOTICE TO LANDLORD.** TENANT shall give prompt notice to LANDLORD of (i) any proceeding or inquiry by any governmental authority (including without limitation the Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative Services) with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other Premises; (ii) all claims made or threatened by any third party against TENANT, LANDLORD or the Premises relating to any loss or injury resulting from any Hazardous Substance; and (iii) TENANT'S discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or any regulation adopted in accordance therewith.

19.3 **DEFINITIONS.** "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. §§6901 et seq. The term "Hazardous Substance" shall include without limitation: (i) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and in the regulations promulgated pursuant to said laws; (ii) those substances defined as "hazardous wastes" in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (v) any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C. §§1251 et seq., or listed pursuant to §307 of the Clean Water Act, (5) flammable explosive, or (6) radioactive materials.

19.4 **LANDLORD'S RIGHT TO INSPECT.** LANDLORD shall have the right to inspect the Premises and audit TENANT'S operations thereon to ascertain TENANT'S compliance with the provisions of this Lease at any reasonable time, and TENANT shall provide periodic certifications to LANDLORD, upon request, that TENANT is in compliance with the environmental restrictions contained herein. LANDLORD shall have the right, but not the obligation, to enter upon the Premises and perform any obligation of TENANT hereunder of which TENANT is in default, including without limitation any remediation necessary due to environmental impact of TENANT'S operations on the Premises, without waiving or reducing TENANT'S liability for TENANT'S default hereunder.

19.5 **DURATION.** All of the terms and provisions of this Article shall survive expiration or termination of this Lease for any reason whatsoever.

ARTICLE 20 - ADDITIONAL TERMS

20.1 **RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in as building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The foregoing notice is provided pursuant to Section 404.056(5), Florida Statutes (2023), which requires that such notice be included in certain Real Estate documents.

20.2 **WAIVER.** The waiver by LANDLORD or TENANT of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be

deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver is in writing.

20.3 **BINDING EFFECT: CHOICE OF LAW.** Subject to any provision hereof restricting assignment or subletting by TENANT and subject to the provision regarding LANDLORD'S Liability, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida.

20.4 **QUIET ENJOYMENT.** Upon TENANT paying the rent for the Premises and observing and performing all the covenants, conditions and provisions on TENANT'S part to be observed and performed hereunder, TENANT shall have the right of quiet enjoyment of the Premises subject to the term, conditions, and covenants of this Lease.

20.5 **ATTORNEY'S FEES.** If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to recover reasonable attorney's and legal assistant's fees and cost occurred in connection therewith, on appeal or otherwise, including those incurred in arbitration, mediation, administrative or bankruptcy proceedings and in enforcing any right to indemnity herein.

20.6 **NON-COMPETE.** TENANT shall not conduct any auctions or antique sales from the Premises.

ARTICLE 21 – COMPLIANCE WITH FLORIDA STATUTE

21.1 **PUBLIC RECORDS.** (1) for purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

enforce the contract provisions in accordance with the contract.

(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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on November ____, 2023.

WITNESSES:

PARK STREET ANTIQUES CENTER, INC.
A Florida corporation
By: _____
Its: _____
9401 Bay Pines Boulevard St.
Petersburg, FL 33708

“LANDLORD”

CITY OF MADEIRA BEACH
A Florida Municipal Corporation
By: _____
Its: Mayor- Jim Rostek
300 Municipal Drive
Madeira Beach, Florida 33708

“TENANT”



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
DATE: December 6, 2023
RE: Madeira Beach Youth Baseball and Softball - Contract

Background

The City of Madeira Beach and Madeira Beach Youth Baseball and Softball Boosters, Inc. are both interested in formalizing a contract for the ongoing use of the Madeira Beach Recreation Complex. Serving as the longstanding home fields for the Madeira Beach Youth Baseball and Softball (formerly Gulf Beaches Little League), the complex has played a pivotal role since the league's inception. The City and the League have enjoyed a positive and collaborative relationship, and now aim to establish a contract that not only sustains their successful partnership but also secures its longevity into the future.

Fiscal Impact

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

Recommendation

Staff Recommends approval of the proposed contract with Madeira Beach Youth Baseball and Softball Boosters, Inc.

Attachments

Madeira Beach Youth Baseball and Softball Boosters, Inc Contract

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MADEIRA BEACH YOUTH BASEBALL AND SOFTBALL**

The City of Madeira Beach, FL, a Florida municipal corporation, hereinafter referred to as “City” and Madeira Beach Youth Baseball and Softball Boosters, Inc., hereinafter referred to as “League” agree as follows:

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

1. Non-exclusive use of baseball/softball fields 1, 2, and 3, located at the Madeira Beach Recreation Complex, 200 Rex Place, Madeira Beach FL 33708, as described below.
2. This agreement shall be in effect beginning January 1, 2024, for a period of one year.. The City or the League may cancel this Agreement at will, without cause, and in its sole discretion upon thirty (30) days written notice to the League.
3. This agreement is specifically conditioned upon the League continuing to run its program in accordance with rules and regulations of Babe Ruth League, Inc and the League Charter, in such a manner that the League’s activities are open to all eligible youth who wish to participate, regardless of ability, sex, race, or religion. In the event that the League changes this policy, this agreement shall be subject to immediate cancellation at the discretion of the City.
4. The League agrees to and will at all times agree to protect, indemnify, save, and hold harmless the City of Madeira Beach, its employees, agents, representatives, elected officials, charter officials, successors, volunteers, and assigns from all liability, and claims, demands, damages, and costs of every kind and nature, including all attorney’s fees at trial, or appellate levels resulting from or in any manner arising out of or in connection with activities of volunteers, or employees, or resulting from or in any manner arising out of or in connection with the use of the City’s recreational facilities by the League. The League shall, upon request from the City, defend and satisfy any and all claims arising from its use of the premises.
5. The City agrees to:
 - a. Mow and maintain the conditions of the baseball and softball fields.
 - b. Provide field availability & blackout schedules at least one (2) months in advance.
 - c. Assume payment of all water, wastewater, stormwater, and sanitation utilities for the complex and concession stand.
 - d. Provide dumpsters, trash cans, and recycle cans.
 - e. Respond to maintenance requests within a timely manner, upon reporting by the League. Maintenance requests will be evaluated and scheduled and only be performed if deemed necessary by the Recreation Department.
 - f. Promote League registration though social media as submitted to the Recreation Department. Proper images and registration links must be provided by the League.
 - g. Promote the League on the City Website.
 - h. Provide meeting space, as determined by the City, once a month at no charge. Scheduling is not automatic and will depend on availability. Cancelling or rescheduling must be done 24 hours prior to the reservation via emailing the Recreation Director or designated City

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
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contact. Staff recommends scheduling of monthly meetings be set on a particular day/date each month to ease with scheduling and consistency.

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

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MADEIRA BEACH YOUTH BASEBALL AND SOFTBALL**

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

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

7. Concession Stand

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

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MADEIRA BEACH YOUTH BASEBALL AND SOFTBALL**

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

- e. The League understands that private tournaments and events have the right to choose concession vendors at their discretion and that the League is not permitted to open concession services during these times unless the tournament or event organizer agrees to such services by the League in writing.

8. Field Usage

- a. The League shall have the non-exclusive use of baseball/softball 1, 2, and 3 located in the Madeira Beach Recreation Complex, in accordance with the days/dates noted below. All use of facilities will be scheduled through the Recreation Department. Field allocation will be determined by the Recreation Director or his designee, which, when approved by the City will not be modified without fourteen (14) days written notice to the League or as mutually agreed upon, unless necessary field maintenance exists in which twenty-four (24) hours written notice will be provided. In the event a field is deemed unplayable for any reason, prior notice will be provided as soon as possible and will not require a minimum amount of time.
- b. At all other times, scheduling for the use of the fields will be based on availability through the Recreation Department to include post-season activities, tournaments, and All-Stars.
- c. No entity other than the City shall use or remove League-owned equipment or fixtures without League approval.
- d. The League has the right to the use of baseball/softball fields 1, 2, and 3, Monday – Friday between 5:00pm -11:00pm and 8:00am – 8:00pm on Saturdays and Sundays, during the months of February – June and September – November. Additional use may be requested in January and August outside of planned/scheduled field maintenance. Any and all field use must be scheduled ahead of time and agreed upon by city staff and the league.
- e. Once the league schedule has been completed and approved by the City and the League, changes in scheduling for games, practices, special events or otherwise must be agreed upon by both parties.

9. The City reserves the right at all times to schedule special events and rental tournaments with 30 days' notice.

10. The League shall provide a point of contact at contract signing consisting of the name, phone number, and email address. This point of contact shall be the direct line of communication between the League and City.

11. The League is hereby authorized and instructed to make, keep and maintain reasonable rules and regulations regarding the use of the facility by members of the League, and the League agrees to keep said premises in as good condition as it is currently. Ordinary wear, tear, and damage by the elements are expected. No soft toss against field fencing is permitted.

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MADEIRA BEACH YOUTH BASEBALL AND SOFTBALL**

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

Premises – Operations

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

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

13. The League is responsible for the payment of all payroll taxes, sales taxes, and worker's compensation claims. The League is also responsible for the collection and remittance of appropriate sales taxes to the State of Florida Department of Revenue.

14. This agreement may not be assigned or transferred in any manner by the League, and any such assignment or transfer is expressly prohibited.

15. This agreement shall be binding upon the parties hereto.

16. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this agreement and shall be deemed hereafter null and void and have no further force and effect whatever.

17. If either party deems it necessary to litigate in order to enforce the provisions of this agreement, the prevailing party shall be entitled to recover attorney's fees and costs.

18. The venue shall be Pinellas County, Florida.

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MADEIRA BEACH YOUTH BASEBALL AND SOFTBALL**

Item 11C.

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

Madeira Beach Youth Baseball and Softball
Boosters, Inc

CITY
City Of Madeira Beach

By: _____

By: _____

Name: _____

Jim Rostek, Mayor

Title: _____

By: _____

Robin Gomez, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Thomas J. Trask, City Attorney, B.C.S.

ATTEST:

By: _____

Clara Vanblargen, City Clerk



Memorandum

Meeting Details: December 13, 2023,

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: RFP 2023-08 Electrical Repair / Services Contract Approval and Bid Acceptance

Background

The City of Madeira Beach released a request for qualification (RFQ) in 2018 for electrical services for a Three (3) year term with two (2), one (1) year optional renewals. Three companies submitted qualifications, and all were offered contracts for services. USA Voltage has been the most responsive contractor for the past five years with exceptional service and response time. The original contract was extended for the allowable term extensions and is due to expire in December 2023. Due to the expiration staff placed a request for proposal (RFP) out for electrical repair / services contract on September 29,2023. The bid was advertised from September 29, 2023, to October 27, 2023 with any questions being answered until October 20th. The bid was advertised on the city’s website along with Demandstar and only one (1) bid was received.

Fiscal Impact

This Bid is for as needed repairs, new service, or emergency repairs, there is no set project or budget. Each department has maintenance money allocated for their respective areas and will cover any associated work to be done.

Recommendation(s)

Staff recommends acceptance of the proposal and to move forward with executing the contract with USA Voltage.

Attachments

-USA Voltage Submittal Package

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**



**City of Madeira Beach
Request for Proposal (RFP)
RFP# 2023-08
Electrical Repair/Services Contract**

**Due by 10:00 AM October 27, 2023
City Hall
300 Municipal Drive
Madeira Beach, Florida 33708**

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

PURPOSE & INTRODUCTION

The City of Madeira Beach is soliciting proposals from Licensed Electricians that are experienced in repairs and installation of new services for commercial and marine grade facilities.

The Licensed Electrician, hereinafter referred to as "Contractor," will be required to perform services specified herein. The Contractor will be expected to enter a service contract with the City of Madeira Beach, hereinafter referred to as "Owner," consistent with the terms of this RFP and Contractor's submitted proposal.

The City of Madeira Beach requires electrical repair and services for its municipal facilities including, but not limited to, City Hall, Recreation Center, Public Works complex, Parks shelters and grounds, Fire Department, Marina, and all City owned property. Some work is of a scheduled nature and other work is of an emergency nature. Service shall be provided by the Contractor on an as needed basis. By seeking proposals from contractors, the city does not represent that it will utilize the successful bidder's services any guaranteed number of times over the course of the year.

As part of the service contract, Contractor will be required to meet the Insurance Requirements included with this RFP.

The Contractor agrees to be the City's Electrical Contractor for maintenance work including, but not limited to, industrial, marine, and commercial electrical work, industrial and commercial data work, generators, and motors and motor controls to be performed at municipal facilities.

The Contractor understands that any job, including material and labor, exceeding thirty thousand dollars (\$30,000) shall be subject to the City's Purchasing Policy requirements. The City reserves the right to place out for bid or solicit quotes from other vendors for any job that is estimated to go over this amount.

The Contractor must comply with all local and State laws, rules, and regulations for an electrician, possess a valid State Certified of Florida Master Electrician's License; and provide their state contractor licensing information.

The City of Madeira Beach prefers that the Contractor be "on call" on a 24-hour basis for any emergency that may occur, including holidays. Response time to emergencies and routine requests is expected to be timely, and proposals will be reviewed based in part on the Contractor's ability to provide such "on call" service and by written commitment to respond timely to both scheduled and emergency situations.

It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent that supplies, materials, and parts are required to

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the City of Madeira Beach. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the bid document. The Contractor shall invoice the City within 30 days of a completed service call at the rates agreed to in the contract. The City shall make payment within forty-five (45) days of receipt of the invoice.

The City of Madeira Beach shall retain the right to terminate the contract with seven (7) days' notice should the Contractor fail to perform work in a professional manner or perform the work within the demands and time constraints established by the City of Madeira Beach. Failure to maintain an Electrician's License, state contractor's license, and/or insurance coverage is grounds for immediate termination of the Contract. The City reserves the right to utilize another electrician if Contractor fails to respond timely to an emergency.

The contract could be terminated upon mutual agreement between the City and the Contractor, provided that at least 30 days' notice is given by either party prior to termination.

Contractor will be required to indemnify the City against all suits, claims, judgments, awards, loss, cost, or expense (including attorney's fees without limitation) arising in any way out of the Contractor's performance or non-performance of its obligations under the Service Contract. The contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Proposals in writing to the following city representative. Questions must be submitted by the date listed in the calendar of events below.

Megan Wepfer
Public Works Director
300 Municipal Dr.
Madeira Beach, Florida 33708
(727) 391-9951 Ext 401
mwepfer@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked "RFP #2023-08 Electrical Repair/Services Contract" on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

The City of Madeira Beach reserves the right to reject any or all Proposals, to waive technical specifications or deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

CALENDAR OF EVENTS

- | | |
|--|---|
| <ul style="list-style-type: none"> A. September 29, 2023, B. October 16, 2023, C. October 20, 2023, D. October 27, 2023, E. October 27, 2023, F. November 22, 2023, G. December 13, 2023, | <ul style="list-style-type: none"> Request for Proposal (RFP) release date Questions due Answers / Clarification Posted Bid Due 10:00 AM at City Hall Bid Opening 10:30 AM at City Hall Tentative BOC Workshop Discussion Tentative Bid & Contract award |
|--|---|

SUBMITTAL REQUIREMENTS

Proposals shall include the following:

1. One (1) electronic copy (USB- PDF Format)
2. Completed Statement of Qualifications
3. Completed References form, containing at least five (5) professional references, including current contact name and phone number for similar contracts.
4. Completed Proposal Form
5. Proof of State of Florida License holding current electrical license with Florida Division of Business & Professional Regulations. Include proof of corporation (sunbiz.org Division of Corporations)
6. Proof of Insurance as listed in the insurance section.
7. Signed contract with all exhibits signed and notarized.

EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

1. Capability and Qualifications of the proposer to deliver the proposed services.
2. Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.
3. Resources and Availability
4. Client References and Past Performance
5. Prices Proposed
6. Ability to provide 24-hour "on call" emergency service.

LENGTH OF SERVICE CONTRACT

The Service Contract will remain in effect for three (3) years from the date of the award. Upon the mutual agreement of both parties, the Service Contract may be renewed in one-year increments at the rates submitted in the proposal for a total period not to exceed three (3) years.

ADDITIONAL CONDITIONS

- The "CITY" reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the "CITY," the proposals shall become the property of the "CITY" without compensation to the proponent, for

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

disposition or usage by the "CITY" at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.

- Costs to Prepare Responses: The "CITY" assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals. RFP 2023-08: On-Call Electrical Services 6
- Equal Employment Opportunity: During the performance of this Contract, the "CONTRACTOR" agrees as follows: The "CONTRACTOR" will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF PROPOSAL DOCUMENTS

- Each "CONTRACTOR" shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a "CONTRACTOR" find discrepancies, ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the "CITY" of Madeira Beach in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any "CONTRACTOR" as to the meaning of the RFP/Contract Documents. Any questions or request for interpretation received IN WRITING by "CITY" of Madeira Beach before the stated deadline will be answered by date listed in the calendar of events. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFP opening date. Each "CONTRACTOR" shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any "CONTRACTOR" fails to acknowledge receipt of such addenda or addendum, his/her RFP package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFP will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP Documents, and each "CONTRACTOR" will be bound by such addenda, whether received by him/her. It is the responsibility of each "CONTRACTOR" to verify that he/she has received all addenda issued before the established RFP scheduled deadline.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the “CITY,” as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law

SCOPE OF SERVICES

The City of Madeira Beach, Florida (“the CITY”) is interested in selecting a qualified licensed electrical contractor to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide maintenance and miscellaneous electrical services, repairs, installation, and general lighting as needed for the various CITY facilities. Examples of common services under this agreement may include the installation and repairs of decorative streetlights, park lights, installation and/or relocation of electrical outlets, the installation and/or relocation of office lighting, the installation and/or replacement of electrical service panels and disconnects, electrical services for marine grade facilities (install new or repair existing), the electrical service installation and/or replacement of stormwater stations, re-wiring of existing facilities, etc. All repair work shall be permanent. Contractors may be required to repair, alter, remodel, add to, subtract from, or improve any previous electrical equipment or facility.

All preventive maintenance, repair and installation of electrical equipment and performance of electrical services shall follow the following standards:

1. Florida Building Code (FBC).
2. National Electrical Code (NEC).
3. Occupational Safety and Health Administration (OSHA).

DESCRIPTION OF WORK

Contractor(s) will furnish all labor and tools necessary for installation, repair, maintenance and/or installation, and/or inspection of electrical infrastructure on a 24-hour basis, seven days a week. EMERGENCY RESPONSE TIME shall be no greater than two (2) hours unless otherwise agreed to by CITY. Time and material pricing, as it may be specified in this bid, shall be on an hourly basis, plus the cost of materials, plus mark up. Cost per hour shall be non-overtime rate from 7:00 to 5:00 P.M. Monday through Friday, and overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday and all-day Saturday, Sunday, and CITY observed holidays. Travel time will not be considered in the calculation of elapsed time.

The On-Call Electrical Services Contractor will be responsible for making all repairs. Other than providing access to CITY facilities, Contractor should not rely upon CITY to obtain permits or act as a facilitator between outside vendors and/or manufacturers.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

Prior to starting any work or repairs, CITY may request a detailed budgetary estimate from the Contractor for any proposed work. Work may not be started until CITY directs Contractor to do so by written communication or authorized Purchase Order.

All vendors must have an active phone number and email address to communicate with CITY. For invoicing purposes, authorized work is considered started when Contractor arrives at the location and will end when the work is completed. CITY will not pay for travel time. If requested by CITY, Contractor must return any damaged parts to CITY after performing repairs.

Contractors will be allowed to invoice for miscellaneous materials. "Miscellaneous materials" are herein defined as materials that are already owned by the Contractor and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed \$100 per repair. Miscellaneous materials are not intended to be abused by Contractor; therefore, it will require the approval of the Public Works Director. A decision by the Public Works Director pertaining to invoicing of miscellaneous materials is final, whether it is in favor or against Contractor. No back up will be required for the invoicing of miscellaneous materials; however, Contractor will be required to list such miscellaneous materials, already owned by his company, and used for the invoiced repairs.

EMERGENCY REPAIRS:

The contractor, as requested by CITY representative, will furnish all labor and necessary tools and materials at an established rate from 7:00 A.M. to 5:00 P.M. Monday through Friday. Contractor, as requested by CITY representative, will furnish all labor and necessary tools and materials at an established after hours from 5:00 P.M. to 7:00 A.M. Monday through Friday and all-day Saturday and Sunday. For emergency repairs, response time shall not exceed two (2) hours from the time the call is placed. In the event the Contractor does not respond to CITY's request for service in a timely manner, CITY representative will contact the next contractor in rotation. Failure to respond three (3) times to the Public Works Director or CITY designated staff under assigned rotation will constitute failure to perform and may be subject to contract termination.

CRITERIA FOR SELECTION OF CONTRACTORS

Proposals shall be reviewed by a selection committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked Contractor shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with Florida Statutes.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

<u>Evaluation Scoring Criteria</u>	Possible Points
Capability and qualifications of the proposer to deliver the proposed services.	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	20
Resources and Availability	20
Client References and past performance	20
Proposed Prices & Emergency Response Time	20
Total	100

AWARD

It is understood that the "CITY" of Madeira Beach is not obligated to make an award under, or because of, this RFP or to award such contract. The "CITY" of Madeira Beach reserves the right to award such contract, if any, to the best qualified Respondent(s). The "CITY" of Madeira Beach has the sole discretion and reserves the right to cancel this RFP, and to reject all proposal packages, to waive all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the "CITY" of Madeira Beach's best interest to do so.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

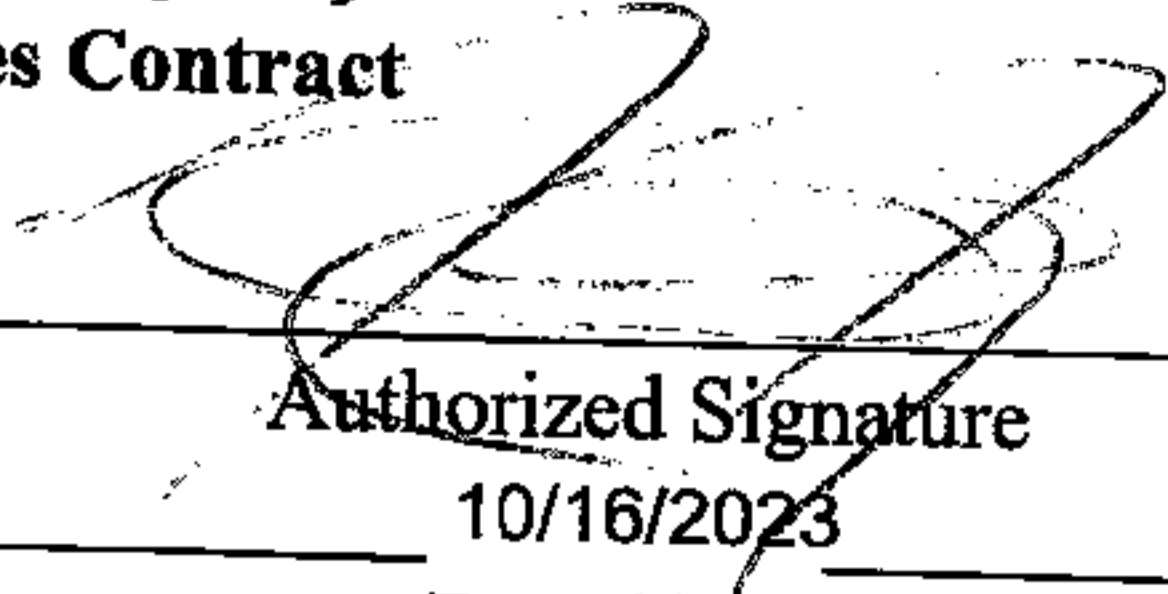
STATEMENT OF QUALIFICATIONS

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

1. Name of Contractor: Darrell J. Heard
2. Name of Business (if different than #1): USA Voltage, LLC
3. Form of Entity: Electrical Contractor
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.): 11060 70th Ave. N., Seminole, FL 33772 / (727)914-8900 / usavoltage1@gmail.com
5. Date Organized: May 2012
6. Where Organized: Seminole, Florida
7. How many years have you been engaged in the Electrical Repair/Service business under your present name; also, state names and dates of previous business names, if any. 12
8. In the last five years, has Contractor ever been terminated from a contract or project? If so, explain situation.: No
9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: No
10. Please identify the number of licensed electricians and helpers available to work under this contract:
4 Number of electricians 1 Number of helpers
11. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: City of Madeira Beach / Maintenance / 1 year
12. List your key personnel available for this contract.: Darrell Heard, Mike Sainola, Bill Summers and Jeff Cotterill, Joey Wilder

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

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**



Authorized Signature
10/16/2023

Date Signed

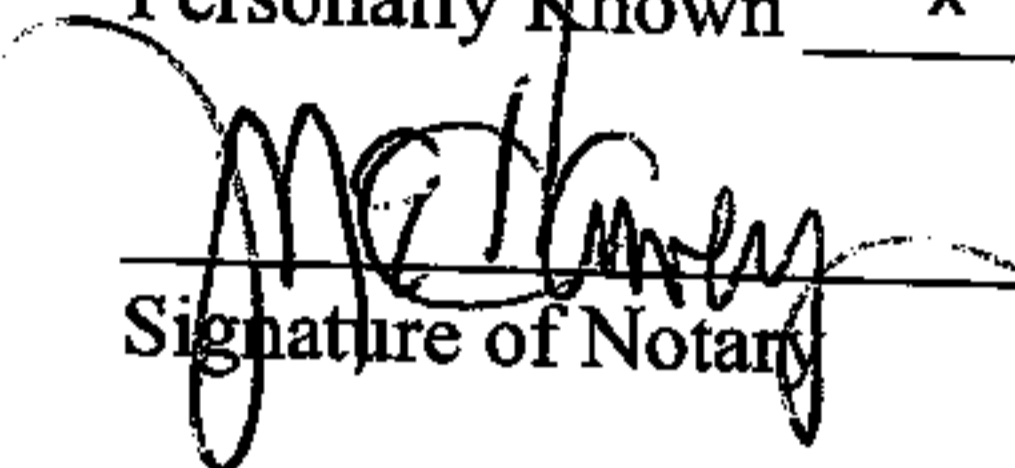
NOTARY

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 16th day of October, 2023.

Personally Known or Produced Identification _____
(Specify Type of Identification)



Signature of Notary

My Commission Expires 7/8/2026

(seal)



This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

REFERENCES

Please include the below information for all five (5) references as required.

Reference information below is to be included for each reference in the proposal.

Contact Name Mike Helfrich

Business Name City of Treasure Island

Business Address 120 108th Ave., Treasure Island, FL 33706

Contact Phone (727)547-4575

Contact Email mhelpfrich@mytreasureisland.org

Other Information (describe):

The above information must be completed with all 5 references and returned with your submission.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

REFERENCES

Please include the below information for all five (5) references as required.

Reference information below is to be included for each reference in the proposal.

Contact Name Vinny Torres

Business Name City of Seminole

Business Address 9199 113th St., Seminole, FL 33772

Contact Phone (727)667-1637

Contact Email vtorres@myseminole.com

Other Information (describe):

The above information must be completed with all 5 references and returned with your submission.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

REFERENCES

Please include the below information for all five (5) references as required.

Reference information below is to be included for each reference in the proposal.

Contact Name Frank Desantis

Business Name City of Madeira Beach

Business Address 300 Municipal Dr., Madeira Beach, FL 33708

Contact Phone (727)391-9951 Ext. 284

Contact Email fdesantis@madeirabeachfl.gov

Other Information (describe):

The above information must be completed with all 5 references and returned with your submission.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

REFERENCES

Please include the below information for all five (5) references as required.

Reference information below is to be included for each reference in the proposal.

Contact Name Jeff Besse

Business Name Advanced Impact Technologies (AIT)

Business Address 2310 Starkey Rd., Largo, FL 33771

Contact Phone (413)822-2290

Contact Email jbesse@ltisg.com

Other Information (describe):

The above information must be completed with all 5 references and returned with your submission.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

REFERENCES

Please include the below information for all five (5) references as required.

Reference information below is to be included for each reference in the proposal.

Contact Name Dorothy Brown

Business Name EJB Bickley, LLC / Bickley RV Park

Business Address 5640 Seminole Blvd., Seminole, FL 33772

Contact Phone (727)392-3807

Contact Email dorothy@bickleypark.com

Other Information (describe):

The above information must be completed with all 5 references and returned with your submission.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

NO COLLUSION

By offering a submission to this Request for Proposal, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate it at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the Board of Commissioners, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The respondent submits documentation and an explanation of how the error was made.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

TAXES, FEES, CODES, LICENSING

The Contractor shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

PROPOSAL PACKAGE SECTIONS

The Respondent shall organize its proposal package into the following major sections:

TABLE OF CONTENTS

- A. Statement of Qualification: To be submitted on the "CONTRACTOR" letterhead. The statement of interest shall:
 - o Concisely state the "CONTRACTOR"'s understanding of the services required by the "CITY" of Madeira Beach.
 - o Include additional relevant information not requested elsewhere in the RFP. On-Call Electrical Services
 - o The signature on the statement shall be that of a person authorized to represent and bind the "CONTRACTOR."
- B. References
 - o Provide a minimum of five (5) references for work performed similar to the scope of this RFP.
 - References must be for current, or recent, projects, and must be for the proposed project team members.
- C. Proposal Form – All forms to be fully completed
- D. CONTRACTOR Profile – All forms to be fully completed
- E. Hold Harmless Agreement – All forms to be fully completed
- F. Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form- All forms to be fully completed
- G. Immigration Affidavit certification- All forms to be fully completed
- H. Contractors Licenses
- I. Certificate of Insurance
- J. Agreement for Electrical Repair/Services Contract - All forms to be fully completed
 - o Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed
 - o Exhibit B Drug Free Workplace Certificate – Signed and completed

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

PROPOSALS FORM



Name of "VENDOR" Submitting Proposals USA Voltage, LLC

Name of Person Submitting Proposals Darrell J. Heard

PROPOSER ACKNOWLEDGMENT

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

Signature 

Date 10/16/2023

RFP Number 2023-08 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your submission.

City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract

“CONTRACTOR” PROFILE

USA Voltage, LLC
Submitted by (Company Name) _____

Circle one of the following:
Corporation Partnership Individual Joint Venture

Other Describe: LLC filing as an S Corp

Florida Contractor License Number: EC-13004856

Expiration Date: 9/30/2024

Unique Entity ID: _____ FEIN: 46-0876653

Office Location: _____

Number of people in your organization: 6

Length of time the Contractor has been doing business under this name in Florida: 12 years.

Length of time your firm has provided services to governmental clients: 12 years.

Under what other name(s) has your firm operated: None

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES NO

If yes, Include a detailed explanation.

This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

HOLD HARMLESS AGREEMENT

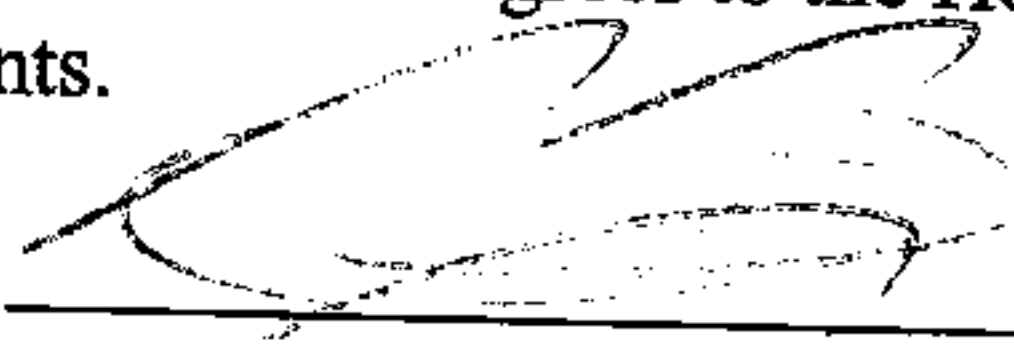
The Contractor agrees to hold the City of Madeira Beach harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, to the extent that such claims are attributable, in whole or in part,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

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

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

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

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

Darrell J. Heard 
Contractor/"CONTRACTOR"- Printed Name Signature

RFP #2023-08 10/16/2023
Project Name Date

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

This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

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

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach
By Darrell J. Heard, President
(print individual's name and title)
for USA Voltage, LLC

(print name of entity submitting sworn statement)
whose business address is 11060 70th Ave. N., Seminole, FL 33772 and (if applicable) its Federal Employer Identification Number (FEIN) is 46-0876653.

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

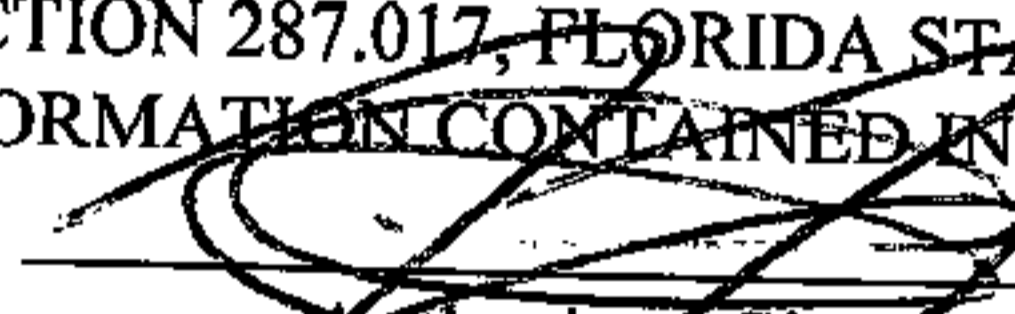
**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

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

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

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

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



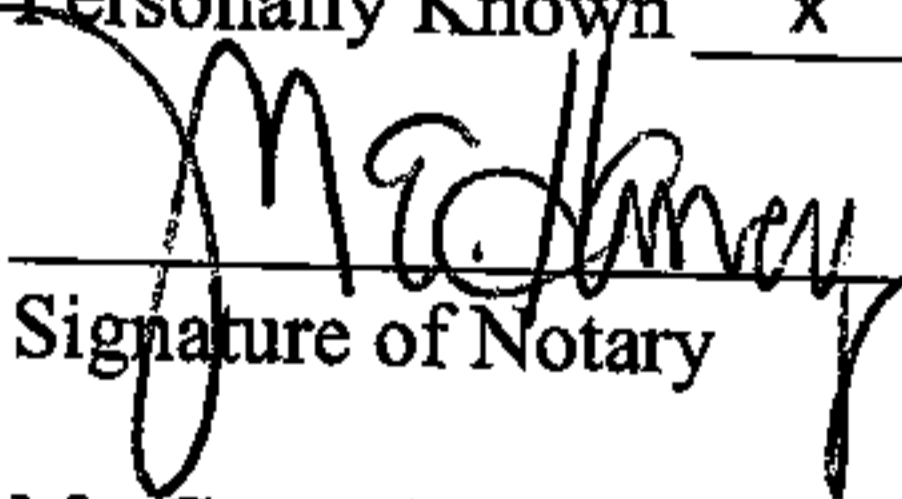
Authorized Signature
10/16/2023
Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 16th day of October, 2023.

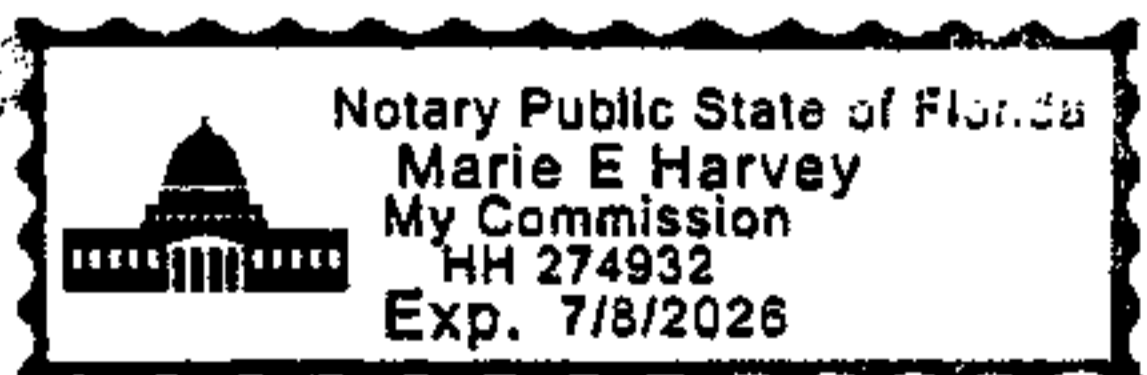
Personally Known X or Produced Identification _____
(Specify Type of Identification)



Signature of Notary

My Commission Expires 07/08/2026

(seal)



This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

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

Company Name: USA Voltage, LL
Print Name: Darrell J. Heard Title: President
Signature: [Handwritten Signature] Date: 10/16/2023
State of: Florida
County of: Pinellas

Sworn to and subscribed before me this 16th day of October, 2023.

Personally Known or Produced Identification _____
(Specify Type of Identification)

[Handwritten Signature]
Signature of Notary
My Commission Expires 07/08/2026
(seal)



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

This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

BID FORM

Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by City for the duration of the three (3)-year term contract.

Job Classification	Regular Hours Hourly Rate	After Hours Hourly Rate
Master Electrician	\$ 75.00	\$ 95.00
Journeyman/Supervisor	\$	\$
Apprentice/Laborer	\$ 40.00	\$ 65.00
Permit Fee	Cost \$0	-----

Equipment with operator	Hourly Rate
Bucket Truck or Lift	\$
Auger with Pole Setter	\$
Trencher	\$
	\$

Parts & Materials Mark-Up	Percentage
(Not to exceed 10%)	%

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Contractors will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoices must be attached to all invoices as applicable.
3. Costs for additional equipment rates can be included in rows provided under EQUIPMENT WITH OPERATOR table.
4. If requested by City, Contractor must return any damaged parts to City after performing repairs.

Authorized Signatory _____



(Signature)

Title: President

10/16/2023

This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

AGREEMENT FOR ELECTRICAL REPAIR/SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, 2023 (the Effective Date), by and between USA Voltage, LLC, whose address is 11060 70th Ave. N., Seminole, FL 33772 (hereinafter referred to as the "Contractor") and the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, whose address is 300 Municipal Drive, Madeira Beach, FL 33708 (hereinafter referred to as the "City"), as follows:

WHEREAS, the City solicited for electrical repair/services for City of Madeira Beach facilities via RFP# 2023-08; and

WHEREAS, after evaluating responses, the City found Contractor was the firm which would be able to provide the best value to the City; and

WHEREAS, the City and Contractor have negotiated final terms of this Agreement and desire to enter into this Agreement with each other.

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

1. Contractor Duties.

A. The Contractor shall provide the City with those electrical repair/services as were set forth in and solicited for in RFP# 2023-08 (including all addenda thereto), and as provided for in Contractor's Proposal and this Agreement. The Parties agree that the services will be provided each fiscal year in conjunction with the City's accounting and financial reporting schedules, with the work expected to take up to nine weeks per year.

B. The following documents constitute the Agreement:

- This Agreement (including any formal future amendments thereto)
- Request for Proposal (RFP) #2023-08 (inclusive of addenda) (**Exhibit "A"**)
- Contractor's _____ Proposal 2023. (**Exhibit "B"**)

In the event of conflicts or inconsistencies between any terms of the foregoing documents, the document listed first shall have precedence over the later-listed document.

2. Term.

The term of this Agreement shall begin on the Effective Date, and shall be for a three (3) year term ending at 11:59 p.m. on _____, 2026.

3. Termination.

This Agreement may be terminated by either Party upon thirty (30) day written notice to the other Party, sent to the City Manager via certified return receipt U.S. Mail. Upon termination, the City shall pay all uncontested invoices for work performed by the Contractor.

4. Notices.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

CITY: City Manager
City of Madeira Beach, Florida
300 Municipal Drive
Madeira Beach, FL 33708

With a copy to: Thomas J. Trask
City Attorney
Trask Daigneault, LLP
1001 S. Ft. Harrison Avenue
Suite 201
Clearwater, FL 33756

CONTRACTOR: Darrell J. Heard
Contractor
11060 70th Ave. N.
Seminole, FL 33772

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

5. Payment

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with this Agreement as follows:

Invoices shall be submitted to the City in a form acceptable to the City, and shall be reviewed, disputed, approved and paid in the manner set forth in the Florida Prompt Payment Act and any related City procurement regulations.

6. Amendments.

This Agreement constitutes the entire Agreement and understanding between the Parties hereto. This Agreement shall not be considered modified, altered, changed, or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the City's authorized official.

7. No Third-Party Beneficiaries.

This Agreement only provides rights and remedies for the City and the Contractor, except and only to the extent that limited rights are provided for City officers in the indemnification clause. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other person or entity. There are no third-party beneficiaries under this Agreement, except indemnified City officials.

8. Severability.

The definitions and provisions contained in this Agreement shall not be construed to require the City or the Contractor to take any action that is contrary to any local, state, or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

9. Public Records.

PUBLIC’S RIGHT TO INSPECT CONTRACTOR’S RECORDS

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

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

If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

**SHOULD CONTACT THE CITY'S
CUSTODIAN OF PUBLIC RECORDS: BY
TELEPHONE (727-391-9951, EXT. 231), E-
MAIL (cvanbiargan@madeirabeachfl.gov) OR
MAIL (CITY OF MADEIRA BEACH, OFFICE
OF THE CITY CLERK, 300 MUNICIPAL
DRIVE, MADEIRA BEACH, FL 33708.**

10. Compliance with Immigration Laws.

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

11. Assignment.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

Assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement. If any assignment is approved by the City, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.

12. Governing Law and Venue.

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

13. Attorney Fees.

In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

14. Contractor Staff Qualifications.

Contractor shall ensure it has examined the backgrounds of its employees, officers and agents who may be assigned to perform the work for the City, and that it has taken all reasonable steps necessary to ensure only qualified personnel who will not pose a risk to the City or its employees, officers or citizens are assigned to perform such work.

15. Authority to Bind.

The Parties to this Agreement represent and warrant to each other that: (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) the officials executing this Agreement are duly authorized to bind the Party on whose behalf they are executing.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**
City:

CITY OF MADEIRA BEACH

ATTEST:


Clara VanBlargan, MMC, MSM, City Clerk

By: _____
James "Jim" Rostek, Mayor

APPROVED AS TO FORM:

Date: _____

Thomas J. Trask, City Attorney

Contractor:
By: 
Print Name: Darrell J. Heard
Title: President
Date: 10/16/2023

**This document must be completed and returned
with your submission.**

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

**EXHIBIT A
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION**

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Darrell J. Heard, President
[print individual's name and title]

for USA Voltage, LLC
[print name of entity submitting sworn statement]

whose business address is: 11060 70th Ave. N., Seminole, FL 33772

and Federal Employer Identification Number (FEIN) is 46-0876653, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

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

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

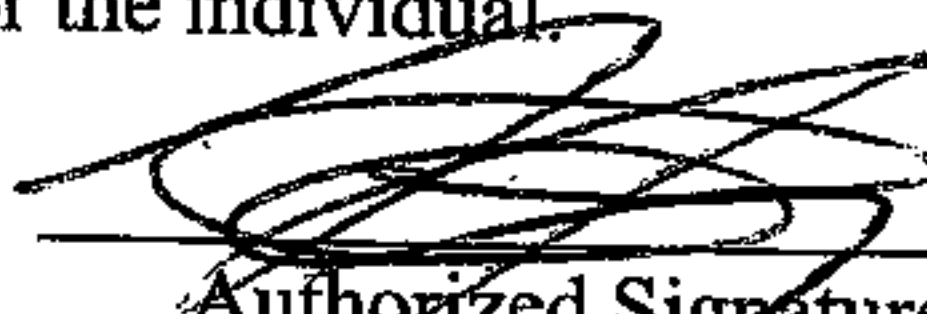
Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

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

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



Authorized Signature
10/16/2023

Date Signed

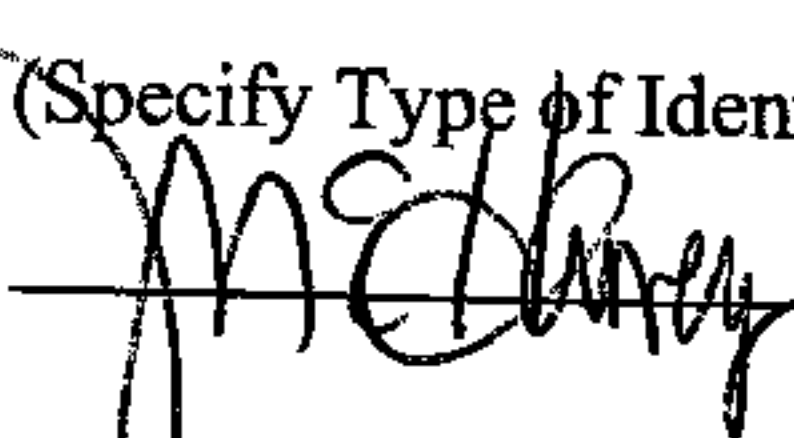
State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 16th October 23

Personally Known or Produced Identification _____

(Specify Type of Identification)



Signature of Notary

My Commission Expires 07/08/2026



This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

**EXHIBIT B
DRUG FREE WORKPLACE
CERTIFICATION.**

SWORN STATEMENT ON DRUG FREE WORKPLACES

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

This sworn statement is submitted to the City of Madeira Beach by Darrell J. Heard, President
[print individual's name and title]
for USA Voltage, LLC [print name of entity submitting sworn statement]

whose business address is: 11060 70th Ave. N., Seminole, FL 33772

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-0876653 (If the

entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

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

- (i) the dangers of drug abuse in the workplace.
 - (ii) The person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
- (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

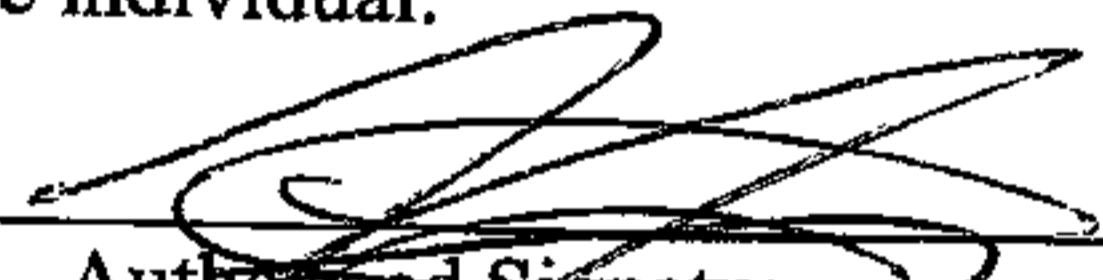
**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

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

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

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



 Authorized Signature
 10/16/2023
 Date Sign

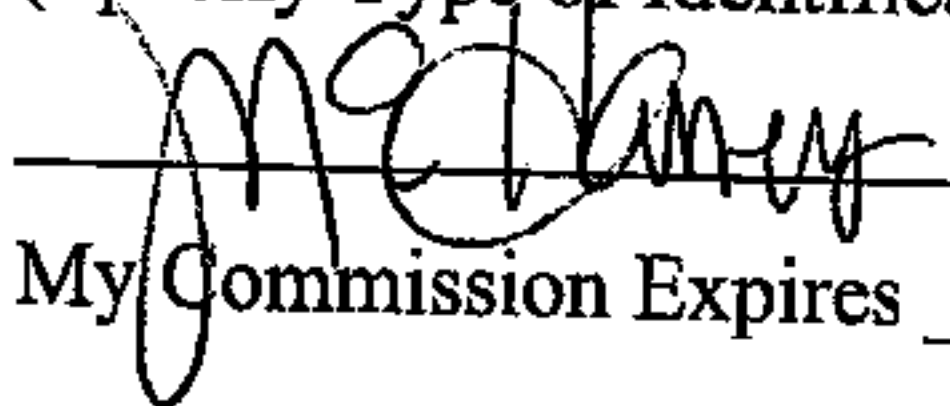
State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 16th October 23

Personally Known x or Produced Identification _____

(Specify Type of Identification)


 _____ Signature of Notary

My Commission Expires 07/08/2026



This document must be completed and returned with your submission.



PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Darrell James Heard**
DBA **USA Voltage**

STATE CERT # **I-EC13004856**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2024**
DATE OF ISSUANCE **08/16/2023**

*** Please cut out license along lines**

I-EC13004856

*Heard, Darrell James
11060 70th Avenue North
Seminole, FL 33772*

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L12000113573

Entity Name: USA VOLTAGE LLC

Current Principal Place of Business:

11060 70TH AVE N.
ATTN: USA VOLTAGE
SEMINOLE, FL 33772

Current Mailing Address:

11060 70TH AVE. N
ATTN: USA VOLTAGE
SEMINOLE, FL 33772 US

FEI Number: 46-0876653

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

HEARD, DARRELL J
11060 70TH AVE. N
SEMINOLE, FL 33772 US

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

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Authorized Person(s) Detail :

Title OWNER
Name HEARD, DARRELL J
Address 11060 70TH AVE N
City-State-Zip: SEMINOLE FL 33772

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DARRELL J HEARD

PRESIDENT

03/01/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

FILED
Mar 01, 2023
Secretary of State
1229682882CC

Item 11D.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 11D.



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

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

HEARD, DARRELL JAMES

USA VOLTAGE
11060 70TH AVE N
SEMINOLE FL 33772

LICENSE NUMBER: EC13004856

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Memorandum

Meeting Details: November 15, 2023

Prepared For: Hon. Mayor Rostek & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Proposed FY 2024 Budget Amendment #1

Background

The Charter of the City of Madeira Beach, Article X – *Financial Procedures* allows for amendments to the FY 2023 annual operating budget through the adoption of a Resolution. Resolution No. 2020-20 clarified the guidance from the City’s Charter as it relates to the budget amendment process and established procedures relating to initiation, approval, and processing of requested budget transfers and budget amendments. Article X, Section 10.4 and Section 10.5, of the City’s Charter state that intra-fund transfers and increases to a particular fund are permitted after adoption of the annual operating budget through the adoption of a Resolution. Intra-fund transfers are interpreted to include any needed increases to the overall budget of a department within a fund or a division within a department that is separately reported in the City’s annual adopted budget.

Budget adjustments are needed within the General Fund, Parking Fund, Archibald Fund, and Local Option Sales Tax Fund. The primary reason for these adjustments is the purchase of goods or services that were initially budgeted in FY 2023, and the item or project was delayed and will be taking place in FY 2024, not in FY 2023 as originally anticipated. The purpose of increasing the budgets for each fund and department and account is described in Exhibit A.

Fiscal Impact

Adoption of this Resolution would result in preparing a budgetary entry only and has no direct fiscal impact to the City.

Recommendation(s)

Staff recommends approval of Resolution 2023-13.

Attachments

- Resolution 2023-13
- Exhibit A – FY 2024 Budget Amendment #1 Details

FY 2024 BUDGET AMENDMENT #1

EXHIBIT A: FY 2024 BUDGET AMENDMENT #1

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Fire/EMS	001.4000.564000	Capital Equipment	61,500	51,500	113,000
Total Budgeted Outflow Increase:				51,500	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,845,223	51,500	1,896,723
Total Budgeted Inflow Increase:				51,500	

Purpose:
 Purchase of 2023 Chevy Silverado - Medic Unit 25. Originally anticipated to be delivered in FY 2023 but delayed until FY 2024 due to lack of availability.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - City Manager	001.1000.531000	Professional Services	50,000	18,500	68,500
Total Budgeted Outflow Increase:				18,500	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,896,723	18,500	1,915,223
Total Budgeted Inflow Increase:				18,500	

Purpose:
 Litigation costs relating to construction defects involving fire station and recreation building incurred in FY 2023 and still ongoing in FY 2024.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Archibald Park Fund - Archibald	110.9910.546008	Maintenance Grounds/Parks	250,000	34,000	284,000
Total Budgeted Outflow Increase:				34,000	
Archibald Fund - Non-Departmental	110.9910.380001	Fund Balance Carryover Used	630,356	34,000	664,356
Total Budgeted Inflow Increase:				34,000	

Purpose:
 R.O.C. Park reflection pond project began in FY 2023 but not completed until FY 2024

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Fire/EMS	001.4000.512000	Salaries & Wages	1,208,996	145,000	1,353,996
General Fund - Fire/EMS	001.4000.521000	Social Security	98,423	11,100	109,523
General Fund - Fire/EMS	001.4000.522004	FRS - Special Risk	394,979	47,400	442,379
Total Budgeted Outflow Increase:				203,500	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,915,223	203,500	2,118,723
Total Budgeted Inflow Increase:				203,500	

Purpose:
 Adjust Fire Department's FY 2024 salary budget by 15%, as discussed in Commission workshop meeting on 10/25/23.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - City Manager	001.1000.564000	Capital Equipment	-	25,000	25,000
Total Budgeted Outflow Increase:				25,000	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	2,118,723	25,000	2,143,723
Total Budgeted Inflow Increase:				25,000	

Purpose:
 Commission Chamber AV upgrade project was budgeted in FY 2022 and FY 2023. Project not finished and remaining costs are to be incurred in FY 2024, which were not budgeted.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Local Option Sales Tax Fund - Recreation	103.5000.564000	Capital Equipment	150,000	50,000	200,000
Total Budgeted Outflow Increase:				50,000	
Local Option Sales Tax Fund - Non-Departmental	001.9000.380001	Fund Balance Carryover Used	2,033,879	50,000	2,083,879
Total Budgeted Inflow Increase:				50,000	

Purpose:
 \$150,000 currently budgeted for a new bus in the FY 2024 budget. Recreation Department's current needs are for a 36 passenger bus that is ADA compliant (includes a wheelchair lift). Estimated cost is \$200,000, thus need to increase the FY 2024 budgeted figure by \$50,000.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Parking Fund - Parking Management	103.5000.564000	Capital Equipment	3,035,000	80,000	3,115,000
Total Budgeted Outflow Increase:				80,000	
Sanitation Fund - Sanitation	402.7000.564000	Capital Equipment	405,000	(80,000)	325,000
Total Budgeted Inflow Increase:				(80,000)	

Purpose:
 Transfer the budgeted capital expenditures for dual bin trailer-mounted cleaner to clean 64G & 96G containers to the Parking Fund instead of Sanitation Fund

RESOLUTION 2023-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2024 (OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE LOCAL OPTION SALES TAX FUND, THE ARCHIBALD PARK FUND, AND THE PARKING FUND; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners of the City of Madeira Beach adopted an annual budget for the Fiscal Year 2024; and

WHEREAS, the Board of Commissioners of the City of Madeira Beach desires to adopt an amendment to the Fiscal Year 2024 Budget; and

WHEREAS, Section 10.5 of the City Charter of the City of Madeira Beach authorizes the Board of Commissioners to amend the adopted budget by Resolution.

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

SECTION 1. The Board of Commissioners authorizes the Budget for Fiscal Year 2024 to hereby be amended to reflect an increase in appropriations for expenditure within the General Fund, Local Option Sales Tax Fund, Archibald Park Fund, and Parking Fund, as set forth in Exhibit A.

SECTION 2. The Board of Commissioners authorizes Director of Finance/City Treasurer to allocate the budget amendment pursuant to the account level detailed provided as set forth in Exhibit A.

SECTION 3. This Resolution shall become effective immediately upon final passage and adoption by the Board of Commissioners.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS ____ DAY OF _____, 2023.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

RESOLUTION 2023-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY CYBERSECURITY FRAMEWORK; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ADOPT POLICIES AND PROCEDURES AS NECESSARY TO IMPLEMENT THE FRAMEWORK AND COMPLY WITH SECTION 282.3185, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO AFFIRM COMPLIANCE WITH SECTION 282.3185, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 282.3185(4)(a), Florida Statutes, requires that each local government adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity; and

WHEREAS, the Board of Commissioners finds that the National Institute of Standards and Technology Cybersecurity Framework should be adopted; and

WHEREAS, the City of Madeira Beach is committed to maintaining cybersecurity standards pursuant to Section 282.3185, Florida Statutes; and

WHEREAS, it is in the best interests of the public that this resolution be adopted.

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

Section 1. That the Board of Commissioners of the City of Madeira Beach hereby adopts the National Institute of Standards and Technology Cybersecurity Framework (“Framework”).

Section 2. That the City Manager or designee is hereby authorized to adopt policies and procedures as necessary to implement the Framework and comply with Section 282.3185, Florida Statutes.

Section 3. That the City Manager or designee is hereby authorized to affirm compliance with Section 282.3185, Florida Statutes, via the Florida Digital Service portal before the January 1, 2025 deadline.

Section 4. That this resolution shall become effective immediately upon its passage and adoption.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS ____ DAY OF _____, 2023.

James “Jim” Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

282.3185 Local government cybersecurity.—

(1) **SHORT TITLE.**—This section may be cited as the “Local Government Cybersecurity Act.”

(2) **DEFINITION.**—As used in this section, the term “local government” means any county or municipality.

(3) **CYBERSECURITY TRAINING.**—

(a) The Florida Digital Service shall:

1. Develop a basic cybersecurity training curriculum for local government employees. All local government employees with access to the local government’s network must complete the basic cybersecurity training within 30 days after commencing employment and annually thereafter.

2. Develop an advanced cybersecurity training curriculum for local governments which is consistent with the cybersecurity training required under s. [282.318\(3\)\(g\)](#). All local government technology professionals and employees with access to highly sensitive information must complete the advanced cybersecurity training within 30 days after commencing employment and annually thereafter.

(b) The Florida Digital Service may provide the cybersecurity training required by this subsection in collaboration with the Cybercrime Office of the Department of Law Enforcement, a private sector entity, or an institution of the State University System.

(4) **CYBERSECURITY STANDARDS.**—

(a) Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework.

(b) Each county with a population of 75,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each county with a population of less than 75,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

(c) Each municipality with a population of 25,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each municipality with a population of less than 25,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

(d) Each local government shall notify the Florida Digital Service of its compliance with this subsection as soon as possible.

(5) **INCIDENT NOTIFICATION.**—

(a) A local government shall provide notification of a cybersecurity incident or ransomware incident to the Cybersecurity Operations Center, Cybercrime Office of the Department of Law Enforcement, and sheriff who has jurisdiction over the local government in accordance with paragraph (b). The notification must include, at a minimum, the following information:

1. A summary of the facts surrounding the cybersecurity incident or ransomware incident.

2. The date on which the local government most recently backed up its data; the physical location of the backup, if the backup was affected; and if the backup was created using cloud computing.
3. The types of data compromised by the cybersecurity incident or ransomware incident.
4. The estimated fiscal impact of the cybersecurity incident or ransomware incident.
5. In the case of a ransomware incident, the details of the ransom demanded.
6. A statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.

(b)1. A local government shall report all ransomware incidents and any cybersecurity incident determined by the local government to be of severity level 3, 4, or 5 as provided in s. [282.318\(3\)\(c\)](#) to the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, and the sheriff who has jurisdiction over the local government as soon as possible but no later than 48 hours after discovery of the cybersecurity incident and no later than 12 hours after discovery of the ransomware incident. The report must contain the information required in paragraph (a).

2. The Cybersecurity Operations Center shall notify the President of the Senate and the Speaker of the House of Representatives of any severity level 3, 4, or 5 incident as soon as possible but no later than 12 hours after receiving a local government's incident report. The notification must include a high-level description of the incident and the likely effects.

(c) A local government may report a cybersecurity incident determined by the local government to be of severity level 1 or 2 as provided in s. [282.318\(3\)\(c\)](#) to the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, and the sheriff who has jurisdiction over the local government. The report shall contain the information required in paragraph (a).

(d) The Cybersecurity Operations Center shall provide a consolidated incident report on a quarterly basis to the President of the Senate, the Speaker of the House of Representatives, and the Florida Cybersecurity Advisory Council. The report provided to the Florida Cybersecurity Advisory Council may not contain the name of any local government, network information, or system identifying information but must contain sufficient relevant information to allow the Florida Cybersecurity Advisory Council to fulfill its responsibilities as required in s. [282.319\(9\)](#).

(6) AFTER-ACTION REPORT.—A local government must submit to the Florida Digital Service, within 1 week after the remediation of a cybersecurity incident or ransomware incident, an after-action report that summarizes the incident, the incident's resolution, and any insights gained as a result of the incident. By December 1, 2022, the Florida Digital Service shall establish guidelines and processes for submitting an after-action report.

History.—s. 3, ch. 2022-220.



THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT, B.C.S.*
ERICA F. AUGELLO, B.C.S.*
RANDY D. MORA, B.C.S.*
ROBERT ESCHENFELDER, B.C.S.*
NANCY S. MEYER, B.C.S.*
JEREMY SIMON
MEGAN R. HAMISEVICZ


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

MEMORANDUM

DATE: November 14, 2023

TO: Mayor James "Jim" Rostek
Vice Mayor Ray Kerr
Commissioner David Tagliarini
Commissioner Eddie McGeehen
Commissioner Anne-Marie Brooks

CC: Robin Gomez, City Manager

FROM: Thomas J. Trask, City Attorney 

RE: Special Magistrate Liens at 13222 3rd Street E., Madeira Beach
Case Nos. 2017.133 and 2018.109 (Overture Realty, LLC)

The purpose of this memorandum is to obtain your authorization to accept a settlement offer of 25% of the net sale proceeds of the subject property from Attorney Samuel Alexander on behalf of Overture Realty, LLC, the current owner and seller of the property, in exchange for a Release of three (3) Liens.

BACKGROUND

On October 21, 2001, the Director of Administrative Services for the City of Madeira Beach found the subject property in violation of Section 34-42 (Clearing of Excessive Growth and Litter from Open Private Property by City) of the city code and a Lien was recorded which imposed a fine in the amount of \$185.00 after the City mowed the property. The lien was recorded on November 16, 2001, at O.R. Book 11679, Page 1424, in the Public Records of Pinellas County. Because the recorded lien is more than 20 years, it is no longer subject to collection. However, this lien is being released merely to clear title to the property upon its sale.

On October 25, 2017, the Special Magistrate found the subject property in violation of Section 14-68 (Maintenance of Vegetation, Trees, Plantings and Landscaping) of the city code and an Order Imposing Fine was executed by the Special Magistrate. The Order imposed a fine in the amount of \$250.00 per day (plus interest) as well as mowing and property maintenance

November 14, 2023
Page 2

costs in the amount of \$761.45 for this lien against the owner. The lien remains unpaid as to Case No. 2017.133.

On May 3, 2018, the Special Magistrate found the subject property in violation of Section 14-69 (Maintenance of the Exterior of the Premises) and Section 14-70 (General Maintenance) of the city code and an Order Imposing Fine was executed by the Special Magistrate. The Order imposed a fine in the amount of \$100.00 per day (plus interest) as well as an administrative fine in the amount of \$154.25 against the owner. The lien remains unpaid as to Case No. 2018.109.

In 2020, the City of Madeira Beach pursued the foreclosure of the liens by filing suit in the Circuit Court of Pinellas County (Case No. 20-1097-CI) and retained Matthew Weidner to represent the City on its behalf. Recently Attorney Weidner was contacted by Attorney Alexander in an effort to resolve the liens and made a settlement offer on the seller's behalf in the amount 25% of the net sale proceeds of the subject property. The code enforcement liens have a total balance of \$127,554.65, excluding attorney's fees, interest and costs. The Property Appraiser's website shows that the 2023 Just Market Value is \$277,497 and the Sales Comparison value is \$322,300. Assuming that the closing costs are at around 10% and there are no encumbrances other than the City liens, the net sales proceed would be approximately \$249,748. The city's share of that (at 25%) would be \$62,437.

RECOMMENDATION

Based upon the facts of this case and to avoid incurring additional attorney's fees and costs, it is my recommendation that the Board of Commissioners accept this settlement offer of 25% of the net sales price of the subject property in exchange for a Release of the liens referenced herein.

Respectfully submitted.

TJT/kt

Attachments: Special Magistrate Liens
Settlement Offer

cc: Clara VanBlargan, City Clerk
Holden Pinkard, Building Operations Coordinator
Grace Mills, Code Compliance Officer
Frank DeSantis, Building Official

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH

CITY OF MADEIRA BEACH,

CASE NUMBER: 2017.133

Petitioner,

vs.

OVERTURE REALTY, LLC,

Respondent.

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2020047584 02/11/2020 03:53 PM
OFF REC BK: 20880 PG: 566-568
DocType:LN RECORDING: \$27.00

This document is being re-recorded
as a certified copy pursuant to
Florida Statute 162.10

ORDER IMPOSING ADMINISTRATIVE FINE AND CERTIFYING LIEN

THIS CAUSE came on to be heard for public hearing before the undersigned Special Magistrate on October 11, 2017, after due notice to the Respondent, and the Special Magistrate having heard testimony under oath, received evidence, and otherwise being advised in the premises, hereby finds:

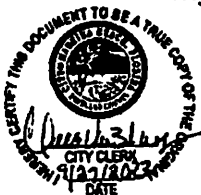
Findings of Fact:

1. The City was represented by the City Attorney, Erica Augello and its Code Enforcement Officer, Deputy Roxby.
2. No one was present at the hearing on behalf of the Respondent.
3. The property in question, located at 13222 3rd Street E, Madeira Beach, Florida 33708 ("Property"), is owned by the Respondent.
4. Proper notice was served upon the Respondent via certified mail, regular mail, posting or hand delivery in accordance with Chapters 162 and 166, Florida Statutes.
5. The Respondent was notified that Respondent was in violation of the following section of the Code of Ordinances of the City of Madeira Beach to wit:

Sec. 14-68.- Same-Maintenance of vegetation, trees, plantings and landscaping.

The owners/occupants of private property are responsible for the maintenance of plants, trees, grass, ground cover, plantings, landscaping, organic materials, and vegetation of any type or nature (collectively referred to as vegetation and organic material) located on such property and abutting rights-of-way, excluding roads and streets. The board of commissioners may designate by resolution right-of-way areas to be maintained by the city due to special circumstances.

- (1) Private property and rights-of-way shall be maintained with a herbaceous layer of sod, a ground cover material or organic mulch. Sod shall be maintained



at a maximum overall height of six inches or less; other ground cover material shall be maintained at an overall height not to exceed 12 inches. Organic mulch shall be composed of chopped or shredded organic material and maintained in a manner which will retard or prevent the rapid or easy spread of fire.

6. The violation set forth in Paragraph 5 above existed as of the date of the Notice of Violation herein and at all times subsequent thereto up to the date of this Hearing.

7. That a reasonable period of time for correcting the above violation and bringing the property into compliance is a period of seven (7) days from the date of this Hearing.

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

1. That the Respondent and the Property at the above mentioned location are found to be in violation of Section 14-68(1) of the Code of Ordinances of the City of Madeira Beach

2. The Respondent shall correct the above stated violations on or before October 18, 2017, by taking the remedial action as set forth in the Notice of Violation.


3. If the Respondent fails to timely comply with the remedial actions as set forth above, a fine shall be imposed, without further hearing, in the amount of \$250.00 per day for the violation set in Paragraph 5 for each day the Respondent has failed to correct the violations after October 18, 2017, and the fine shall continue to accrue until such time as the property is brought into compliance. Additionally, an administrative fine in the amount of \$250.00 shall be imposed to cover the City's costs in bring this matter to hearing and the City shall be entitled to its mowing and property maintenance costs in the amount of \$761.45.

4. That the City of Madeira Beach may record this Order Imposing Administrative Fine and Certifying Lien in the Official Records of Pinellas County.

5. That upon recording, this Order Imposing Administrative Fine/Lien shall become a lien upon the above described real property, and other real property of Respondent in Pinellas County and any personal property of the Respondent, as provided by law.

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

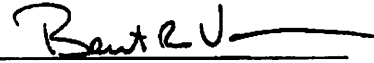
DONE AND ORDERED this 25th day of October, 2017.



Bart R. Valdes
Special Magistrate



A true and correct copy of this Findings of Fact and Special Magistrate Order was delivered by certified mail and regular mail to: Overture Realty, LLC, 13222 3rd Street E, Madeira Beach, Florida 33708, and 149 N. Limestone, Lexington, KY 40507 on this 25th day of October, 2017.


Bart R. Valdes

APPEALS

An aggrieved party, including the local governing body, may appeal a final administrative order of a Special Magistrate to the circuit court. Such an appeal shall not be a hearing de nova but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed. Ss. 162-11.



CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH

CITY OF MADEIRA BEACH,

CASE NUMBER: 2018.019

Petitioner,

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2020047683 02/11/2020 03:53 PM
OFF REC BK: 20880 PG: 563-666
DocType:LN RECORDING: \$27.00

vs.

OVERTURE REALTY, LLC,

This document is being re-recorded
as a certified copy pursuant to
Florida Statute 162.10

Respondent.

**FINDINGS OF FACT AND ORDER IMPOSING
ADMINISTRATIVE FINE AND CERTIFYING LIEN**

THIS CAUSE came on to be heard for public hearing before the undersigned Special Magistrate on April 23, 2018, after due notice to the Respondent, and the Special Magistrate having heard testimony under oath, received evidence, and otherwise being advised in the premises, hereby finds:

Findings of Fact:

1. The City was represented by the City Attorney, Ralf Brooks, and its Building Code Compliance Official, Deputy Shannon Roxby.
2. No one was present at the hearing on behalf of the Respondents.
3. The property in question, located at 13222 3rd St. E., Madeira Beach, Florida 33708 ("Property"), is owned by the Respondents.
4. Proper notice was served upon the Respondents via certified mail, regular mail, posting or hand delivery in accordance with Chapters 162 and 166, Florida Statutes.
5. The Respondents were notified that Respondent was in violation of the following sections of the Code of Ordinances of the City of Madeira Beach to wit:

Sec. 14-69. - Same—Maintenance of the exterior of premises.

The exterior of premises and all structures thereon including but not limited to private property and vacant lots shall be kept free of all hazards to the health, safety and welfare of persons on or near the premises. It shall be the duty of the owner/occupant of such property to promptly abate or remove the same.

(3) Overhanging or overhead objects which are loose, insecurely fastened or otherwise constitute a danger of falling on persons or property by reason of their location above the ground shall not be stored or maintained on private property.





Sec. 14-70. - Same—General maintenance.

The exterior of every structure or accessory structure (including fences, signs, screens and store fronts) shall be maintained in good repair, termite free and all surfaces thereof shall be kept painted or have similar protective coating where necessary for purpose of preservation and appearance. All surfaces shall be maintained free of broken glass, loose shingles, crumbling stone or brick, excessive peeling paint or other condition reflective of deterioration or inadequate maintenance to the end which the property itself may be preserved, safety and fire hazards eliminated, and adjoining properties will be protected from conditions which tend to decrease the property values of surrounding properties.

(1) All reconstruction of walls and sidings shall conform to the requirements of the Standard Building Code and shall be finished in a manner such that the materials used will not be of a kind which by their appearance, under prevailing practices and standards, will depreciate the values of the neighboring and adjoining premises.

(2) Floors, interior walls and ceilings of every structure shall be structurally sound.

(4) All roofs shall have a suitable covering free of holes, cracks or excessively worn surfaces, which will prevent the entrance of moisture into the structure and provide reasonable durability. Metal roofs showing signs of corrosion shall be painted with an approved product or have similar protective coating applied in accordance with the manufacturer's specifications.

(7) Walls and ceilings shall be in good repair, free from excessive cracks, breaks, loose plaster and similar conditions. Walls shall be provided with paint, wall covering materials or other protective covering.

6. The violations set forth in Paragraph 5 above existed as of the date of the Notice of Violation herein and at all times subsequent thereto up to the date of this Hearing.

7. The violations set forth in Paragraph 5, as well as the evidence presented at the hearing, make it clear that the condition of the property constitutes a health and safety hazard to the public at large.

8. That a reasonable period of time for correcting the above violation and bringing the property into compliance is a period of one (1) day from the date of this Hearing.

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

1. The Respondent and the Property at the above mentioned location are found to be in violation of Section(s) 86-52, of the Code of Ordinances of the City of Madeira Beach

2. The Respondent shall correct the above stated violations on or before April 24, 2018, by taking the remedial action as set forth in the Notice of Violation.

3. That, as a result of the violations set forth in Paragraph 5, the Property is hereby found to present a serious threat to public health, safety, and welfare.



4. In accordance with the provisions of §§162.06(4) and 162.09(1), Fla. Stat., the City is hereby authorized to enter upon the Property to make all reasonable repairs which are required to bring the Property into compliance and otherwise abate the public nuisance. The costs of all such reasonable repairs shall be charged to the Respondent in addition to the fines imposed herein below.

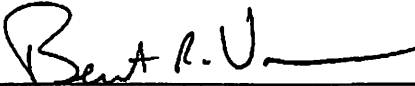
5. If the Respondent fails to timely comply with the remedial actions as set forth above, a fine shall be imposed, without further hearing, in the amount of \$100.00 per day for each of the violations set in Paragraph 5 for each day the Respondent has failed to correct the violations after April 24, 2018, and the fine shall continue to accrue until such time as the property is brought into compliance. Additionally, an administrative fine in the amount of \$154.20 shall be imposed to cover the City's costs in bring this matter to hearing, plus any additional costs incurred by the City to remediate the health and safety concerns which were incurred immediately prior to the hearing.

6. The City of Madeira Beach may record this Order Imposing Administrative Fine and Certifying Lien in the Official Records of Pinellas County.

7. Upon recording, this Order Imposing Administrative Fine/Lien shall become a lien upon the above described real property, and other real property of Respondent in Pinellas County and any personal property of the Respondent, as provided by law.

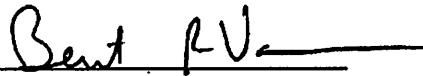
8. The Special Magistrate does hereby retain jurisdiction over this matter to enter such other and further orders as may be just and proper.

DONE AND ORDERED this 3rd day of May, 2018.



Amber E. Ashton
Special Magistrate

A true and correct copy of this Findings of Fact and Special Magistrate Order was delivered by certified mail and regular mail to: Overture Realty, LLC, 13222 3rd St. E., Madeira Beach, Florida 33708, and 149 N. Limestone, Lexington, KY 40507, on this 3rd day of May, 2018.



Amber E. Ashton

APPEALS

An aggrieved party, including the local governing body, may appeal a final administrative order of a Special Magistrate to the circuit court. Such an appeal shall not be a hearing de nova but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed. Ss. 162-11.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into as of the last day set forth on the signature page (“Effective Date”) by and between the City of Madeira Beach, a municipal corporation (“the City”) and Overture Realty, a Kentucky Limited Liability Corporation (“Defendant”) for the purpose of resolving by compromise and settlement certain claims, controversies, alleged liabilities, and disputes between them.

RECITALS

This Agreement is entered into with reference to the following facts:

1. The City filed a lien foreclosure action in Pinellas County Circuit Court bearing Case No. 20-001097-CI which seeks to foreclosure a series of liens owned and held by the City. All those liens subject to this agreement are specifically identified in that action.
2. The Parties desire to compromise and settle all disputes and claims which exist or which may exist between and among them arising out of the facts, matters, and events set forth in the Action, without admitting any liability and settle their rights and obligations in connection with the Liens.

AGREEMENTS, RELEASES, AND PROMISES

3. **Incorporation of Recitals:**

The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the Parties represent they are true, accurate, and correct.

4. **Full compliance with the City’s Codes:**

Contemporaneous with the execution of this agreement, the City of Madeira Beach will issue an Affidavit of Compliance regarding those code enforcement violations that resulted in the liens at issue in this case and further confirming that no outstanding liens in favor of the City exist and that all code violation issues are resolved. The Defendant agrees to keep the subject property in a condition that does not violate City code, and the City retains the right to enforce its code as to any subsequent violations.

5. **Settlement Funds and Conclusion of Litigation:**

The parties agree to conclude this matter with Defendant paying to the Plaintiff the total sum of 25% of the net proceeds it receives from a fair market sale to a bone fide purchaser for fair market value of the real property identified as 13222 3rd Street East Madeira Beach FL 33708. Neither party shall be entitled to any prevailing party or other attorney's fees or costs. Upon receipt of good settlement funds specified above, the City will dismiss the action with prejudice and release all those liens identified in the case.

6. Listing Subject Property for Sale:

Upon execution of this agreement, the Defendant will cause the subject property to be publicly listed on the Multiple Listing Service with a Realtor of the Defendant's choosing and on such terms as the Defendant finds acceptable. The Defendant will immediately forward a copy of any executed sale agreement to Plaintiff for review.

7. Acknowledgements:

- a. This Agreement is entered into and executed voluntarily by each of the Parties and without any duress or undue influence on the part of, or on behalf of, any such Party.
- b. Each of the Parties has been represented by counsel of its/his own choice, or has had the opportunity to be represented by counsel and to seek advice in connection with the negotiations for, and the preparation of, this Agreement and that he or it has read this entire agreement and that he or it is fully aware of its contents and legal effects.
- c. The drafting and negotiation of this Agreement has been undertaken by all Parties and their respective counsel. For all purposes, this Agreement shall be deemed to have been drafted jointly by all Parties hereto with no presumption in favor of one party over another in the event of any ambiguity.

8. Binding Effect:

This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective administrators, representatives, successors, and assigns.

9. Counterparts:

This Agreement may be executed by the Parties in any number of counterparts, including by facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

10. Integration Clause:

This Agreement contains the entire agreement between and among the Parties with regard to the Action and the Liens, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written, express or implied, between them relating to the subject matter of this Agreement. This Agreement may be amended only by an agreement in writing signed by the Parties.

11. **Effective Date:**

This Agreement shall be deemed effective on the date that it is signed by all the Parties.

12. **Controlling Law and Venue:**

This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

13. **Attorneys' Fees:**

In the event of legal action or other proceeding to enforce this Agreement, the prevailing Party shall be entitled to recover from the adverse Party all of its reasonable attorneys' fees and costs incurred by the prevailing Party in the prosecution or defense of such action and in any action filed in breach of this Agreement whether incurred before suit, at the trial level or at the appellate level.

IN WITNESS WHEREOF, each of the Parties hereto has executed this agreement on the date set forth with its name below. The undersigned hereby certify that they have read and fully understand the terms, provisions, and conditions of this Agreement and have executed this Agreement voluntarily.

DEFENDANT:

By: _____
Printed Name: _____
Title: _____
Date: _____

PLAINTIFF:

Dated: _____, 2023

By: Robin Gomez, City Manager

Attest:

City Clerk

SETTLEMENT AGREEMENT

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6. **Listing Subject Property for Sale:**

Upon execution of this agreement, the Defendant will cause the subject property to be publicly listed on the Multiple Listing Service with a Realtor of the Defendant's choosing and on such terms as the Defendant finds acceptable. The Defendant will immediately forward a copy of any executed sale agreement to Plaintiff for review.

7. **Acknowledgements:**

- a. This Agreement is entered into and executed voluntarily by each of the Parties and without any duress or undue influence on the part of, or on behalf of, any such Party.
- b. Each of the Parties has been represented by counsel of its/his own choice, or has had the opportunity to be represented by counsel and to seek advice in connection with the negotiations for, and the preparation of, this Agreement and that he or it has read this entire agreement and that he or it is fully aware of its contents and legal effects.
- c. The drafting and negotiation of this Agreement has been undertaken by all Parties and their respective counsel. For all purposes, this Agreement shall be deemed to have been drafted jointly by all Parties hereto with no presumption in favor of one party over another in the event of any ambiguity.

8. **Binding Effect:**

This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective administrators, representatives, successors, and assigns.

9. **Counterparts:**

This Agreement may be executed by the Parties in any number of counterparts, including by facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

10. **Integration Clause:**

This Agreement contains the entire agreement between and among the Parties with regard to the Action and the Liens, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written, express or implied, between them relating to the subject matter of this Agreement. This Agreement may be amended only by an agreement in writing signed by the Parties.

11. **Effective Date:**

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13. **Attorneys' Fees:**

In the event of legal action or other proceeding to enforce this Agreement, the prevailing Party shall be entitled to recover from the adverse Party all of its reasonable attorneys' fees and costs incurred by the prevailing Party in the prosecution or defense of such action and in any action filed in breach of this Agreement whether incurred before suit, at the trial level or at the appellate level.

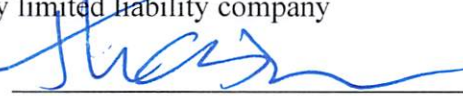
IN WITNESS WHEREOF, each of the Parties hereto has executed this agreement on the date set forth with its name below. The undersigned hereby certify that they have read and fully understand the terms, provisions, and conditions of this Agreement and have executed this Agreement voluntarily.

[SIGNATURE PAGE TO FOLLOW]

DEFENDANT:

OVERTURE REALTY, LLC

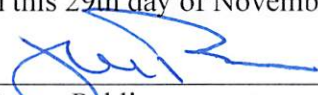
A Kentucky limited liability company

By: 

Thomas Paul Szczygielski
Managing Member of Overture Realty, LLC

COMMONWEALTH OF KENTUCKY }
COUNTY OF FAYETTE }

The foregoing was subscribed and sworn to before me by Thomas Paul Szczygielski as managing member of Overture Realty, LLC on this 29th day of November, 2023.


Notary Public

My commission expires: 10/19/2027

PLAINTIFF:

CITY OF MADEIRA BEACH

By: _____
Robin Gomez, City Manager

Date: _____

Attest:

City Clerk



CITY CLERK

As of December 13, 2023, the Board of Commissioners held 35 meetings in 2023.

5-Year History – As of December 31, 2023 - Board of Commissioners Meetings

- 2018 – 58 meetings
- 2019 – 61 meetings
- 2020 – 61 meetings
- 2021 – 57 meetings
- 2022 – 39 meetings

The public can view meetings on Spectrum Channel 640 and YouTube streamed on the City’s website. 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. Completing a comment card is not mandatory.

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

BOARD OF COMMISSIONERS (BOC) MEETINGS

Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708

Regularly scheduled meetings are held (Dates and Times subject to change):

- Regular Meeting 2nd Wednesday @ 6 p.m.
- Budget Workshop Meeting 4th Wednesday @ 4 p.m. (May through August)
- Regular Workshop Meeting 4th Wednesday @ 6 p.m.

December 2023 BOC Meetings

- Regular Wednesday, December 13, 2023 @ 2 p.m.
- Regular Workshop Wednesday, December 13, 2023 @ 4 p.m. - Cancelled

January 2024 BOC Meetings

- Regular Meeting Wednesday, January 10, 2024 @ 2 p.m.
- Regular Workshop Wednesday, January 24, 2024 @ 4 p.m.

UPCOMING CITY OBSERVED HOLIDAYS

Christmas Eve	Observed: Tuesday, December 26, 2023
Christmas Day	Monday, December 25, 2023
New Year’s Eve	Observed: Tuesday, January 2, 2024
New Year’s Day	Monday, January 1, 2024
Martin Luther King Jr. Day	Monday, January 15, 2024

BOARD MEMBER VACANCY ANNOUNCEMENT

The City of Madeira Beach is seeking applications to fill one expiring term on the Civil Service Commission.

Civil Service Commission – Three-Year Term expiring on October 30, 2026

- Civil Service Commission – 5-member board – regular meetings held quarterly. Additional meetings are held for special projects and employee grievance/appeal hearings. Dates and times vary.
- Members must be City of Madeira Beach citizens eligible to vote in the City elections.
- Appointments are made consistent with the Charter based on demonstrated experience or interest in the subject matter.

For additional information, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231 or 232; cvanblargan@madeirabeachfl.gov

Boards, Commissions, and Committees are valuable to the local government process. The members are volunteers and provide a great service to the City and to the community. Duties and responsibilities include reviewing the City’s policies and procedures, Code of Ordinances, and the City Charter and making recommendations to the Board of Commissioners.

Members of the Civil Service Commission serve without compensation but may be reimbursed for such travel, mileage, and per diem expenses provided by law.

Interested persons must submit an application to the City Clerk no later than Wednesday, January 3, 2024, to be considered for appointment at the 2:00 p.m., Wednesday, January 10, 2024, Board of Commissioners Regular Meeting held in the Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708.

Applications may be obtained

- City Clerk’s Office - City Hall, 2nd Floor, 300 Municipal Drive, Madeira Beach, 33708
- Email - City Clerk @ cvanblargan@madeirabeachfl.gov
- City’s website @ <https://madeirabeachfl.gov/advisory-boards/>

Submit completed and signed applications to:

City Clerk
 City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
 727-391-9951, ext. 231 or 232

WORKSHOP TRAINING IN 2023

The City Clerk held the following workshop training at City Hall in 2023

Elected Officials State-Mandated Continuing Education in Ethics (Virtual)

Florida League of Cities
 Wednesday, July 12, 2023; 10 a.m. to 3:30 p.m.
 Commission Chambers

Records Management for Florida Public Agencies (In-person) - Florida Department of State
 Division of Library and Information Services

November 14, 2023; 9 a.m. to 12:30 p.m.
 Commission Chambers

CITY CLERK EDUCATIONAL TRAINING IN 2023

The City Clerk received the following City Clerk training in 2023:

The John Scott Dailey Florida Institute of Government at Florida Atlantic University (Virtual)

April 25, 26, May 1, 3, 2023
 Advanced Supervision in Government
 Certificate of Completion

The John Scott Dailey Florida Institute of Government at Florida Atlantic University (Virtual)

May 23, 2023
 Accountability for Results
 Certificate of Completion

Florida Association of City Clerks – 2023 Summer Conference & Academy

Conducted by the John Scott Dailey Florida Institute of Government – Florida State University
 June 19-21, 2023

The Vinoy Resort & Golf Club
 501 5th Avenue NE
 St. Petersburg, FL 33701
 Certificate of Completion

Florida Association of City Clerks Webinar – Disaster Recovery
The John Scott Dailey Florida Institute of Government - Florida State University
August 3, 2023
Disaster Recovery in the Digital Age
Certificate of Completion

Florida Association of City Clerks – 2023 Fall Academy
October 22-24, 2023
The Shores Hotel
2637 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Certificate of Completion coming soon

Cybersecurity Leadership and Strategy Professional Education Program for Executives and Managerial Staff
September 28, 2023; 8:00 a.m. to 4:30 p.m.
Florida International University
Global Forensic and Justice Center
8285 Bryan Dairy Road, STE 125
Largo, FL 33777
Email confirmation of attendance

Barracuda: Phishing and AI: Unmasking New Email Threats (Webinar)
November 29, 2023; 10:00 a.m. to 11:00 a.m.
“Beware of cybercriminals using inventive new tactics, including harness the power of AI for phishing attacks”
Email confirmation of attendance

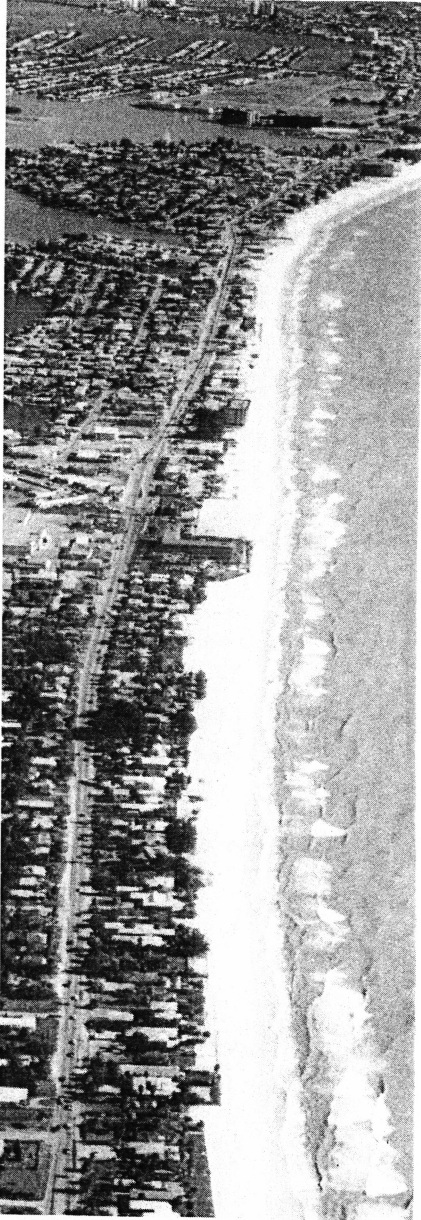
Sexual Harassment Awareness - Vector Solutions (Webinar)
November 14, 2023
Certificate of Completion

Form 6 Webinar - Florida Association of City Clerks – Florida League of Cities (Virtual)
December 6, 2023; 11:00 a.m.
Email confirmation of attendance

Accepted into the Florida Certified Professional Clerk Program (in-person and virtual training)
Florida Association of City Clerks
February 2024 – October 2025 (20 months of continuous instruction)

CITY OF MADEIRA BEACH HISTORY

More history to follow!



Madeira in a minute . . .

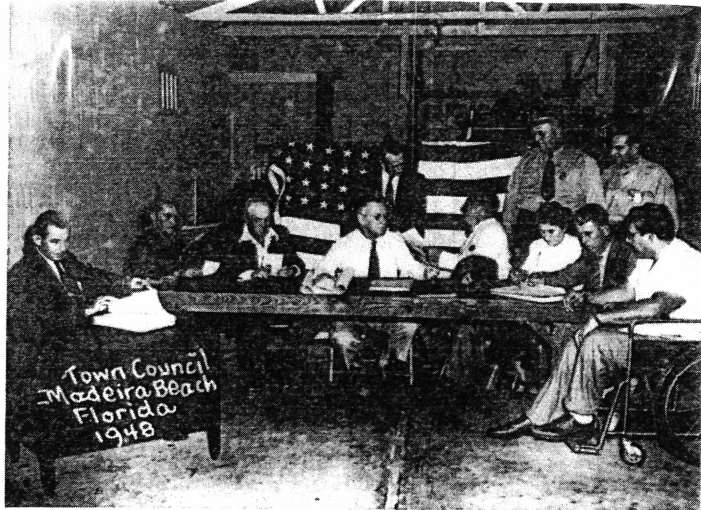
#1

It was Monday, May 5, 1947, in the Recreation Hall of Bay Palms Trailer Park on 150th Avenue. The Chairman stated the purpose, with 2/3 of the qualified electors (about 300) residing in the area and being more than 15, to incorporate a town to be known as Madeira Beach.

"Situated on Madeira Island, the town of Madeira Beach presents an excellent example of the rapid strides made in development.

1,000 building lots now are available in this little town of about one square mile in area." (The area we know today, bounded by 140th Avenue through 155th Avenue).

May 14, 1947 - the first Town Council Meeting was held at the Real Estate office of George Gaines, at 141st Avenue and Gulf Boulevard. Richard Maduro was sworn in as the first Town Clerk. Fred Rockwell as Town Marshall, and Ross Welhof was elected President of the Council.



Seated: Judge Laurence D. Childs, Town Attorney; Joseph Chasteen, Alderman; William E. Graham, Alderman; Ralph E. Milliken, President of Council; Joseph W. Klingel, Mayor; Gladys E. Francis, Alderman; Donald S. McKay, Alderman; Richard Maduro, Town Clerk.
Standing: LaVene Thomas, Manager, Peninsular Telephone Company (who was present at the time discussing the Franchise between his Company and the Town of Madeira Beach) Felsky Sullivan, Chief of Police, and Joseph Meade, Town Marshall

A minute in Madeira . . .

It was Monday, May 6, 1947, in the Recreation Hall, Bay Palms Trailer Park, 150th Avenue. The Chairman stated the purpose, with 2/3 of the qualified electors (about 300) residing in the area and being more than 15, incorporated a town to be known as Madeira Beach.

Situated on Madeira Island, the town of Madeira Beach presents an excellent example of the rapid strides made in development.

1,000 building lots now are available in this little town of about one square mile in area. The area we know today, bounded by 140th Avenue through 155th Avenue.

May 14, 1947 - the first Town Council Meeting was held at the Real Estate office of George Gaines, at 141st Avenue and Gulf Boulevard. Richard Maduero was sworn in as the first Town Clerk. Fred Rockwell as Town Marshall, and Ross Wehhof was elected President of the Council.

Wed. May 14, 1947

A meeting of the Town Councilmen of the Town of Madeira Beach Pinellas County, Fla. was held in the office of Mr. Geo. Baines, 141st Ave. and Gulf Blvd. on the 14th day of May 1947 at 8:15

The town council which consists of Alex Willson, Tom Huff, Gladys Francis, Ross Welhof and Geo. Gaines was sworn into office by the Mayor H. J. Regan. Town Clerk Richard Maduro and Town Marshall Fred Rockwell were also sworn into office.

By secret ballot Ross Welhof was elected President of the council.

By secret ballot Gladys Francis and Alex Willson and Ross Welhof were chosen to be councilmen for one year and Geo. Gaines and Tom Huff were chosen to be councilmen of two years.

A motion was made by Mr. Huff and seconded by Mr. Gaines to have the town hall temporarily at 15406 Gulf Blvd. All were in favor.

A motion was made by Mr. Willson and seconded by Mr. Gaines to close the meeting.

The meeting closed at 11:00 P. M.

Richard Maduro, Clerk



HISTORY LEADING TO THE 25th
ANNIVERSARY OF THE CITY OF
MADEIRA BEACH, FLORIDA

Item 13A.

1. Prior to August, 1951, the area now known as the City of Madeira Beach, consisted of two Towns. The Town of Madeira Beach extended from the middle of 155th Avenue to 140th Avenue. The Town of South Madeira Beach extended from 140th Avenue to John's Pass.
2. On June 6th, 1951, the Charter for the City of Madeira Beach was approved by the State of Florida. The original Charter is in the officer of the City Clerk.
3. On August 7th, 1951, the voters of the two Towns had an election to vote for or against the merger of the two Towns into one City.
4. On August 8th, 1951, the votes were canvassed.
5. On August 9th, 1951, the results of the election determined that the two Towns were now the City of Madeira Beach as set forth in the Charter mentioned in item 2. The form of government was Mayor - Commissioners.
6. There were ten employee's on the payroll consisting of a City Clerk, City Attorney, three in the Police Department, three in the Fire Department, the Librarian and City Judge. There was no Public Works Department.
7. City Hall was located at 14509 Gulf Blvd., and housed the Police and Fire Departments.
8. The Mayor was _____ and Commissioners consisted of _____
9. City employees were as follows; POLICE DEPARTMENT - Carl W. Schneider, Chief. Douglas Rodenbaugh, Sergeant, Charles J. Gallagher, Patrolman. FIRE DEPARTMENT - John Robbins, Chief. Mathew Murphy (now deceased), 1st Assistant. Frank Worth, second assistant. CITY CLERK AND CLERK OF COURT - Richard Maduro. CITY ATTORNEY - Lawrence Childs. CITY JUDGE - Judge Brown (now deceased). LIBARIAN - Edith Mariani.
10. The City had two cruisers for the Police Department with two-way radio. These units were dispatched by the St. Petersburg Police Department and the identifying call was " Car 86 ". The Fire Department had one truck. In addition to fire calls, the truck had to respond for rescue calls as well. The truck was equiped with a resuscitator.
11. The Library was located on 140th Avenue (now the Jack Armstrong residence).
12. Harbor Drive and Bay Point had just been " pumped in " and were ready for development as residential areas. The area now known as the Crystal Isle " Fingers " were only mangroves.
13. The American Legion Hall was in the building now occupied by " The Deck ".
14. Gas. oil and service on the three City owned vehicles was done by contract through bid with local service stations.

15. The closest community to the South with Fire and Police assistance was St. Petersburg Beach. To the North, it was Indian Rocks.
16. Ambulance service was provided by Beach Memorial in St. Petersburg Beach.
17. Wrecker service for accidents and disabled vehicles was provided by " G.I. Joe's" in St. Petersburg.

**CITY OF MADEIRA BEACH
ELECTED CITY OFFICIALS SINCE 1947**

Mayor (M) : Three Year Term

District Commissioner (C, 1, 2, 3, 4, 5, 6) : Two Year Term

YEAR	NAME	SEAT	BEGINNING TERM
1947	Harold J. Regan	M	May – December
1947	Joseph W. Klingel	M	December - May
1949	Roy D. Stackhouse	M	May – August
1950	Edmond Logan	C	May
1950	Donald S. McKay	C	May
1951	Everett L. Siedenbug	M	August – September
1951	Thomas O. Huff	M	September - April
1951	R.H. Noble	C	May
1951	E.L. Seidenberg	C	May
1951	Thomas O. Huff	M	September
1951	John Hurlburt	1	September
1951	Claude Miller	2	September
1951	Alex Archibald	3	September
1951	John Palmer	4	September
1951	Ross Welhof	5	September
1952	C.R. Cahill	2	September
1952	John Palmer	4	September
1952	C.E. Redington	6	September
1953	Norman W. Berger	3	September
1953	E.L. Seidenburg	5	September
1953	William T. Barr	4	September
1954	Alex R. Wilson	6	September
1955	Norman W. Berger	M	April
1955	N.P. Sullivan	3	May
1955	Donald Beggs	1	September
1955	Jack Dawsom	3	September
1955	Carl W. Schneider	5	September
1956	Thomas F. Waugh	2	September
1956	William T. Barr	4	September
1956	Fred W. Gates	6	September
1956	Alex R. Wilson	M	November
1957	Carl W. Schneider	M	September
1957	Donald Beggs	1	September
1957	Edmond Logan	5	September
1957	John McCann	3	September
1958	Dr. J.P. Marinelli	M	November

**CITY OF MADEIRA BEACH
ELECTED CITY OFFICIALS SINCE 1947**

Mayor (M) : Three Year Term

District Commissioner (C, 1, 2, 3, 4, 5, 6) : Two Year Term

YEAR	NAME	SEAT	BEGINNING TERM
1958	Michael Chincar	2	September
1958	William T. Barr	4	September
1958	Charles W. Alton	6	September
1959	Jack P. Begy	3	January
1959	Ellis L. Bruner	M	October
1959	John P. Schuster	1	October
1959	Martin P. Carlson	3	October
1959	Charles E. Lutz	5	October
1960	Michael Chincar	2	September
1960	Charles E. Alton	6	September
1960	Charles H. Wehenkel	5	September
1961	Nellie V. Miller	5	September
1961	Marlin Eldred	1	September
1961	Frederick W. Bomonti	3	September
1961	Edmond Logan	5	September
1961	Dr. J.P. Marinelli	M	October
1961	Edmond Logan	5	October
1962	Thomas F. Waugh	2	September
1962	Charles H. Wehenkel	3	September
1962	Charles E. Lutz	4	September
1963	Marlin H. Eldred	1	September
1963	John F. Nielson	2	September
1964	Arthur M. Ross	4	September
1965	Charles H. Wehenkel	M	October
1965	Audrey R. Dice	1	September
1965	Joseph J. Mate	2	September
1965	Walter G. Aurand	3	September
1966	Walter G. Aurand	3	September
1966	Martin A. Loos	4	September
1967	John F. Nelsen Jr.	M	September
1967	Audrey Dive	1	September
1967	Edward J. Monahan	2	September
1968	Donald E. Schoenherr	4	September
1969	Raymond W. Hanke Jr.	2	January
1969	John F. Nielson Jr	M	September

**CITY OF MADEIRA BEACH
ELECTED CITY OFFICIALS SINCE 1947**

Mayor (M) : Three Year Term

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YEAR	NAME	SEAT	BEGINNING TERM
1969	Marlin Eldred	1	September
1969	Raymond Hanke Jr.	2	September
1971	John F. Nielson Jr.	M	January
1971	Charles H. Wehenkel	3	March
1971	Donald E. Schoenherr	4	March
1972	Raymond W. Hanke Jr.	M	March
1972	Marlin Eldred	1	March
1972	Robert L. Nicholas	2	March
1973	Earl Barrett	3	March
1973	Patricia J. Shontz	4	March
1974	Raymond W. Hanke Jr.	M	March
1974	Marlin Eldred	1	March
1974	Robert L. Nicholas	2	March
1975	Earl Barrett	3	March
1975	Patricia J. Shontz	4	March
1976	Kenneth J. Jacobsen	2	March
1977	Jack W. Armstrong	3	March
1978	Saul Gitlin	3	December
1979	Jo Ann Leverock	3	March
1979	J. Louie Hammond	4	March
1980	J. Kenneth Jacobsen	M	March
1981	Michael A. Doyle	3	March
1981	Lynne Vickery	4	March
1982	Arnold T. Alloway	1	March
1982	Ann P. Curry	2	March
1983	Michael A. Doyle	3	March
1983	Patricia Shontz	4	March
1985	Michael A. Doyle	3	March
1986	Warren A. Sturgis	2	March
1987	Michael A. Doyle	3	March
1987	Peter J. O'Toole	4	March
1988	Hugh C. Lamont	M	March

**CITY OF MADEIRA BEACH
ELECTED CITY OFFICIALS SINCE 1947**

Mayor (M) : Three Year Term

District Commissioner (C, 1, 2, 3, 4, 5, 6) : Two Year Term

YEAR	NAME	SEAT	BEGINNING TERM
1989	Charles W. Bruns	3	March
1989	Edward J. Tolisano	4	March
1990	Marvin Frederich	M	March
1990	Paul T. O'Connor	1	March
1990	Marvin D. Merrill	2	March
1991	Dewey Leigh	3	March
1991	Tom De Cesare	4	March
1992	Marvin Frederich	M	March
1992	Paul T. O'Connor	1	March
1992	Marvin D. Merrill	2	March
1993	Sharon Derry	3	March
1993	Tom De Cesare	4	March
1993	Tom De Cesare	M	August
1993	Charles Parker	4	August
1994	Tom De Cesare	M	March
1994	Arnold T. Alloway	1	March
1994	Marvin D. Merrill	2	March
1995	Sharon Derry	3	March
1995	Charles Parker	4	March
1996	Tom De Cesare	M	March
1996	Arnold T. Alloway	1	March
1996	John Wolbert	2	March
1997	Thomas W. Saxon	3	March
1997	Charles H. Parker	4	March
1998	Tom De Cesare	M	March
1998	Arnold T. Alloway	1	March
1998	John Wolbert	2	March
1999	Roger M. Koske	3	March
1999	Charles H. Parker	4	March
2000	Tom De Cesare	M	March
2000	Doreen Moore	1	March
2000	Jan Sturgis	2	March
2001	Roger M. Koske	3	March
2001	Charles H. Parker	4	March

**CITY OF MADEIRA BEACH
ELECTED CITY OFFICIALS SINCE 1947**

Mayor (M) : Three Year Term

District Commissioner (C, 1, 2, 3, 4, 5, 6) : Two Year Term

YEAR	NAME	SEAT	BEGINNING TERM
2002	Doreen Moore	1	March
2002	Jan Sturgis	2	March
2003	Tom De Cesare	M	March
2003	Roger M. Koske	3	March
2003	Charles H. Parker	4	March
2004	Leonard A. Piotti	1	March
2004	John Wolbert	2	March
2004	Charles H. Parker	M	August
2004	Martha Boos	4	August
2004	Kevin Connolly	3	August
2005	Charles H. Parker	M	March
2005	Art Thomas	3	March
2005	Martha Boos	4	March
2005	Leonard Piotti	1	March
2005	Arnold T. Alloway	1	August
2006	Arnold T. Alloway	1	March
2006	John Wolbert	2	March
2007	Nancy T. Oakley	3	March
2007	Steve Kochick	4	March
2008	Patricia Shontz	M	March
2008	Terry Lister	1	March
2008	Sarah Nichols	2	March
2009	Nancy Oakley	3	March
2009	Steve Kochick	4	March
2009	Sarah Nichols	2	September
2009	Carol Reynolds	2	October
2011	Travis Palladeno	M	March
2011	Nancy Oakley	3	March
2011	Robin Vander Velde	4	March
2012	Nancy Hodges	2	March
2012	Terry Lister	1	March
2013	Pat Shontz	4	March
2013	Elaine Poe	3	March
2014	Travis Palladeno	M	March
2014	Nancy Hodges	2	March

**CITY OF MADEIRA BEACH
ELECTED CITY OFFICIALS SINCE 1947**

Mayor (M) : Three Year Term

District Commissioner (C, 1, 2, 3, 4, 5, 6) : Two Year Term

YEAR	NAME	SEAT	BEGINNING TERM
2014	Terry Lister	1	March
2015	Elaine Poe	3	March
2015	Pat Shontz	4	March
2016	Terry Lister	1	March
2016	Nancy Hodges	2	March
2016	Housh Ghovae	4	July
2017	Margaret Black	M	March
2017	Nancy Oakley	3	March
2017	John Douthirt	4	March
2018	Deby Weinstein	1	March
2018	Nancy Hodges	2	March
2019	Barbara Dunnavant	3	March
2019	Douglas Andrews	3	March
2019	John Douthirt	4	March
2020	John B. Hendricks	M	March
2020	Helen "Happy" Price	1	March
2020	Nancy Hodges	2	March
2021	Douglas Andrews	3	March
2021	David "Dave" Hutson	4	March
2022	David Tagliarini	1	April
2022	Ray Kerr	2	April
2023	James "Jim" Rostek	M	March
2023	Eddie McGeehen	3	March
2023	Anne-Marie Brooks	4	March

CAMPAIGN SIGNS

POLITICAL SIGN RESTRICTIONS

The City of Madeira Beach does not have the authority to investigate complaints or alleged violations of Florida Statute regarding political signs. Depending on the nature of the violation, complaints regarding political signs should be directed to the Florida Elections Commission or to the local law enforcement agency where the violation occurred. Campaign signs on private property that meet the criteria in Sec. 102-94 do not require permitting.

Contact the Florida Elections Commission
 107 West Gaines Street
 Collins Building, Suite 224
 Tallahassee, FL 32399-1050
 Phone Number: (850) 992-4539
 Fax Number: (850) 921-0783
 E-Mail: fec@myfloridalegal.com

NO-SOLICITATION ZONE ON ELECTION DAY (SEC. 102.031(4), F.S.)

1. No person, political committee, or other group or organization may solicit voters inside the polling place or within 150 feet of a secure ballot intake station or the entrance to any polling place, a polling room where the polling place is also a polling room, an early voting site, or an office of the supervisor where vote-by-mail ballots are requested and printed on demand for the convenience of electors who appear in person to request them. Before the opening of a secure ballot intake station location, a polling place, or an early voting site, the clerk or supervisor shall designate the no-solicitation zone and mark the boundaries.
2. For the purpose of this subsection, the terms “solicit” or “solicitation” shall include, but not be limited to, seeking or attempting to seek any vote, fact, opinion, or contribution; distributing or attempting to distribute any political or campaign material, leaflet, or handout; conducting a poll except as specified in this paragraph; seeking or attempting to seek a signature on any petition; selling or attempting to sell any item; and engaging in any activity with the intent to influence or effect of influencing a voter. The terms “solicit” or “solicitation” may not be construed to prohibit an employee of, or a volunteer with, the supervisor from providing nonpartisan assistance to voters within the no-solicitation zone such as, but not limited to, giving items to voters, or to prohibit exit polling.

CAMPAIGN SIGNS COMMENCING 60 DAYS PRIOR TO ANY PUBLIC ELECTION (City Code, Chapter 102. Signs)

Sec. 102-49. Signs excluded from permitting.

The following signs are expressly excluded from the provisions of this chapter. No permits shall be required for the erection, painting, papering, construction or modification of these excluded signs on private property.

1. Decals affixed to or signs painted on store equipment, fuel pumps or other types of vending equipment used for dispensing retail products.
2. Decals affixed to or signs painted or affixed to store windows covering less than five percent of the total aggregate store window area.
3. Building marker, tablets or plaques not exceeding two square feet.
4. One residential identification sign, professional name plate or occupational sign for each establishment not exceeding two square feet aggregate sign area. This sign shall denote only the name of the occupant, the occupant's profession, the street and/or number of the premises.
5. Address numbers on residential and commercial buildings.
6. Signs wholly within a building not visible from a public right-of-way.
7. Temporary signs in residential districts erected on private property for up to 24 hours on the day in which a yard sale or garage sale is conducted upon said property so long as said signs do not exceed four square feet in sign area which shall be as provided in section 110-559.
8. Signs installed by or under the direction of a governmental agency, traffic signs, legal notices, danger signs, and temporary emergency signs. Notwithstanding the foregoing, traffic control signs installed by nongovernmental entities shall comply with the uniform traffic control code.
9. Statutory notice or warning signs, including but not limited to no trespassing, private property and bad dog or other animal warning signs permitted in any zoning classification provided that the area of the sign does not exceed four square feet. The maximum number of signs shall be four.
10. A maximum of two three-foot by five-foot flags may be displayed.
11. Signs attached to or painted on motor vehicles. Such signs shall not extend beyond the normal configuration of the vehicle, except for thickness of sign and minor variations caused by signs attached to curved surfaces. This section shall not be construed to permit vehicle signs as defined in subsection 102-5(15).
12. Up to four directional signs per site provided that each sign does not exceed four square feet in area.
13. One two-sided non illuminated sign per parcel during the time when said parcel is offered for sale or lease, however if the parcel is located on a corner lot two signs, one for each street frontage are allowed subject to the following maximum sign area restrictions:
 - a. No sign shall exceed four square feet of aggregate display area per sign face or be more than six feet in height.

- b. Signs shall be removed within seven days after the sale or lease transaction is completed.
 - c. Signs may be placed on rights-of-way a minimum of three feet from curbs or if applicable, sidewalks, provided they do not constitute a hazard or interfere with traffic visibility as determined by the building official or the city manager's designee. If a curb or sidewalk does not exist, the signs may be placed a minimum of three feet from the edge of the pavement, provided they do not constitute a hazard or interfere with traffic visibility.
14. Two signs may be erected on a site where building construction or remodeling is in progress. Each sign shall be limited to 32 square feet of sign area, provided the signs shall be removed from the site within seven days of the completion of the construction. The city manager shall be solely responsible for determining if construction is completed.
 15. For the period commencing 60 days in advance of any public election to be conducted within the city through seven days after the conclusion of said public election, signs may be placed on private property, provided that they comply with section 102-194.
 16. No more than one A-frame (sandwich board) sign, not exceeding 32 inches wide and 48 inches high, which shall remain on private property and shall only be displayed when the business is open.

Sec. 102-194. Signs during election periods

1. Up to four signs may be erected on any private property commencing 60 days prior to any public election which will be held within the city through seven days after said public election, with no permit fee requirement. Such signs are allowed on private property, provided that:
 - a. Signs do not exceed four square feet in area each.
 - b. The property on which the sign is located has the permission or authorization of the owner or renter of the real property.
 - c. Signs are to be removed within seven days after the date of the election.
2. Larger signs may be erected on private property commencing 60 days prior to any public election which will be held within the city through seven days after said public election, with no permit fee required, provided that:
 - a. Each applicant may install no more than four larger signs in the city and no more than one per lot. No sign shall exceed 32 square feet in area. A double-sided sign shall be considered one sign with each side displaying a maximum of 16 square feet in area.
 - b. The applicant properly maintains his or her signs.
 - c. A sign erected pursuant to this section shall be placed on no more than four 4×4 pieces of wood secured in the ground and the bottom of the sign face shall be no more than four feet above the grade level adjacent.

3. The foregoing provisions do not limit the right to substitute a free expression message (including a political, commercial or non-commercial message) for any message that may otherwise appear on a lawfully erected sign.

Sec. 102-8. Signs on right-of-way.

1. No sign other than those specifically authorized by subsections 102-49(13)c. and 102-49(15) shall be placed within a public right-of-way within the city unless said sign was so installed by, or at the direction of, a governmental agency. Any sign in violation of this section shall be subject to immediate removal and impounding by the building official or a designee of the city manager.
2. The building official may cause any sign which is an immediate peril to persons or property to be removed immediately.

Note. Sec. 107.1435, Florida Statutes - Pursuant to chapter 479, no political campaign advertisements shall be erected, posted, painted, tacked, nailed, or otherwise displayed, placed, or located on or above any state or county road right-of-way.

Sec. 102-72. Removal of portable signs.

1. Any portable sign located on a public right-of-way, may be removed by the city without notification to the owner or other person or persons having control, custody, or obtaining benefit from such sign. Any such sign removed under this section shall be stored by the city for a period not to exceed five days and may be reclaimed by such person within such five-day period after paying an administrative fee of \$50.00. Any such sign may be destroyed by the city if not claimed within five days of its removal by the city.

Sec. 102.10. Posting on government property; regulation.

1. No sign shall be placed upon government property unless so placed by, or at the express direction of, the governmental agency. As used herein, government property shall include, but is not limited to, property owned by the city, county, state, school district or federal governments or any agency thereof.

Sec. 102-107. Home signs

1. In addition to the signs otherwise permitted by this chapter, one nonlighted flat mounted wall or window sign not exceeding two square feet in area shall be permitted on the street front of the principal structure if a local business tax receipt has been issued for that structure.

Sec. 102-146. Pole signs or ground signs-general requirements

1. One ground or pole sign is permitted for each single or multi-occupancy parcel having frontage of 500 feet or less on a public street. If the lot has public street frontage in excess of 500 feet, one additional ground or pole sign shall be permitted. Electronic reader boards shall not be placed upon ground or pole signs. Additional signs will be spaced at least 300 feet from the other sign.

Sec. 102-147. Pole signs or ground signs—Area.

1. The maximum allowable sign area for each ground or pole sign for a single occupancy parcel shall not exceed 12 square feet of aggregate display area plus one square foot of additional display area for each lineal foot of public street frontage of over 12 feet or 100 square feet of aggregate display area, whichever is less. No single face shall exceed 50 square feet.
2. The maximum allowable sign area for each ground or pole sign for multioccupancy parcels shall not exceed 12 square feet of aggregate display area plus one square foot of additional display area for each lineal foot of public street frontage over 12 feet, along the street the sign faces, or 200 square feet of aggregate display area (including building signs) whichever is less. No single face shall exceed 100 square feet in aggregate sign area.

Sec. 102-148. Sign—Height.

1. Pole signs shall not exceed 25 feet in height.
2. Ground signs shall not exceed eight feet in height when measured from the grade of the street nearest the base of the sign to the top of the sign.

Sec. 102-149. Setbacks

1. Pole signs shall be set back a minimum of ten feet from the right-of-way line and 30 feet from the intersection of right-of-way lines.
2. Ground signs shall be set back a minimum of 15 feet from the right-of-way lines and 30 feet from the intersection of right-of-way lines.

Sec. 102-150. Sign—Clearance.

1. Pole signs shall maintain a minimum ground clearance of eight feet, measured from the grade at the base of the sign to the bottom of the sign face.

Sec. 102-151. Revolving signs.

1. A revolving sign may only be used when the revolving sign replaces two or more ground or pole signs which would otherwise be permitted on the parcel. Revolving signs shall have an aggregate display area not to exceed 100 square feet and no single face shall exceed 50 square feet. Revolving signs will maintain the same height, setback and clearance requirements for pole signs.

Sec. 102-7. Maintenance of signs

1. An abandoned sign is prohibited and shall be removed by the property owner of land upon which the sign is found after 15 days written notice by the building official or the city manager's designee.
2. Weeds and grass shall be cut and maintained for a distance of ten feet around the sign.

SIGNS SPECIFICALLY PROHIBITED (SEC. 102-5, CITY CODE)

The following signs are expressly prohibited from use and or display in the City unless otherwise provided by this chapter.

1. Waterway signs are not allowed in or upon any body of water within the limits of the city except for approved regulatory or warning signs. As used herein, the term waterway signs does not include dock signs. Dock signs are regulated by section 102-152.
2. Abandoned signs.
3. Banners including pennants, searchlights, twirling signs, and sidewalk or curb signs. However, one banner sign not to exceed three feet by 16 feet and one flutter sign per 50 feet of frontage may be displayed for a maximum of 60 days by new businesses (not including a change of ownership) from the time a permit is issued for new construction or remodeling until 30 days after a local business tax receipt has been issued.
4. Snipe sign.
5. Temporary signs, constructed of cloth, canvas, cardboard, wallboard, plywood, plastic, metal or other material with or without a rigid frame intended to be displayed for short periods of time. This provision shall not be construed to prohibit those specific temporary signs authorized elsewhere in this chapter, such as sections 102-49(7) and 102-155.
6. Flashing or animated signs.
7. Window signs when an aggregate sign area covers more than 25 percent of the total window surface area.
8. Signs on bus shelters and benches.
9. Three dimensional objects which are used as signs to include inflatable balloons.
10. Portable signs.
11. Off-site signs.

12. Billboards.
13. Vehicle signs, (i.e. signs on vehicles or vessels or other self propelled objects in which a significant purpose for the use of the vehicle or vessel is to display the sign) or portable trailer signs. This provision also prohibits vehicle sign, when the vehicle is not "regularly used in the conduct of the business or activity," and
 - a. Is visible from a street right-of-way within 100 feet of the vehicle, and
 - b. Is parked for more than two consecutive business hours or during off business hours within 100 feet of any street right-of-way.
14. Any sign which:
 - a. Contains any obscene or pornographic statements, words or pictures.
 - b. Employs motion picture projection or has visible moving parts or gives the Illusion of motion.
 - c. Employs audible sound, vapor, smoke, odors, particles or gaseous matter
 - d. Obstructs, conceals, hides, imitates, or otherwise obscures any official traffic or government sign, signal or device.
 - e. Has unshielded illuminated devices which produce glare or are a hazard or nuisance to motorists or occupants of adjacent properties.
 - f. Has a lighting or control mechanism, which causes radio, television or other communication interference.
 - g. Projects over a public street, alley, sidewalk, or other public space, including right-of-way unless installed by, or under the direction of a governmental agency and consistent with design standards contained herein or in special district or individual development orders.
 - h. Is located or constructed in such a manner as to obstruct free and clear vision at an intersection or vehicular traffic in general.
15. Building murals without a permit or containing any words, or obscene, reflective, moving or lighted material.
15. Signs painted or attached to seawalls/retaining walls along any water body, public utility poles, or trees~
17. Computerized signs (other than those erected by government for public and safety notices), with animated display, running copy or copy which changes. Signs that display time and temperature only may be permitted provided the signs are (a) low profile (do not exceed six feet in height), and (b) have not received a variance for sign or message dimensions and (c) the area devoted to the moving copy does not exceed one square foot. Additional landscaping and locational standards may apply.
18. Air inflatable signs, wind-activated signs, air-dancer signs, sky dancer signs displayed in any exterior location, except for non-profit events lasting no longer than 72 hours when such signs are permitted as an element of the special events permit and placed so as to avoid distraction of drivers and interference with vision triangles.
19. Flutter signs except a maximum of one per 50 feet of linear frontage may be displayed for a maximum of 60 days by new businesses (not including a change of ownership)

from the time a permit is issued for new construction or remodeling until 90 days after a local business tax receipt has been issued. Those in place and compliant as of the adoption of the ordinance from which this section derives may remain until June 11, 2019.

- 20. Commercial mascots, meaning any person, robot or animal costumed or decorated to function as a sign including "sign twirlers," "sign clowns," human sandwich boards," "sign walkers" or "sign holders."
- 21. Three-dimensional objects that are used as signs.
- 22. Lit signs in violation of standards and definitions regarding artificial light sources in Sea Turtle Conservation Zone. (For environmental standards regulating activities in the Sea Turtle Conservation Zone, see Sec. 110-504).

USAGE AND REMOVAL OF POLITICAL CAMPAIGN ADVERTISEMENTS (SEC. 106.1435)

Signs placed on the State, County or City rights of way – Political campaign signs may not be placed on any state, county or city rights of way.

Signs placed on private property – Temporary political campaign signs may be placed on private property with the permission of the owner, and such signs do not require a permit under state law.

Please advise your campaign workers to ensure that signs are placed on private property. Signs placed on the state, county or city rights of way may be picked up by the appropriate staff and placed in one of the department’s maintenance yards.

- 1. Each candidate, whether for a federal, state, county, or district office, shall make a good faith effort to remove all of his or her political campaign advertisements within 30 days after:

[Note. Per City Code, Sec. 102-194, signs during the election period must be removed within seven days after]:

- a. Withdrawal of his or her candidacy:
- b. Having been eliminated as a candidate; or
- c. Being elected to office

However, a candidate is not expected to remove those political campaign advertisements that are in the form of signs used by an outdoor advertising business as provided in chapter 479. The provisions herein do not apply to political campaign advertisements placed on motor vehicles, such as bumper stickers, or to campaign messages designed to be worn by persons.

- 2. If political campaign advertisements are not removed within the specified period, the political subdivision or governmental entity has the authority to remove such advertisements and may charge the candidate the actual cost of such removal. Funds collected for removing such advertisements shall be deposited to the general revenue of the political subdivision.

3. Pursuant to chapter 479, no political campaign advertisements shall be erected, posted, painted, tacked, nailed, or otherwise displayed, placed or located on or above any state or county road right-of-way.
4. The officer before whom a candidate qualifies for office shall notify the candidate, in writing, of the provisions in this section.
5. This provision does not preclude municipalities from imposing additional or more stringent requirements on the usage and removal of political campaign advertisements.

ADMINISTRATIVE RESPONSIBILITY (SEC. 102-4, CITY CODE)

It shall be the responsibility of the City building official, or a designee of the city manager, to administer and enforce supervision of this chapter (Chapter 102, City Code). Appeals regarding the administration of the sign code may be made to the special magistrate within 30 days of the administrative decision for administration of code provision not pertaining to the building. The appeal may be made by filing an appeal application with a letter or other written document setting forth a description of the alleged error and the applicable provisions of this section or the LDRs pertaining to the administrative official's order, action, decision, determination, requirement, or failure to act. The special magistrate shall hold a hearing within 30 days of the date of receipt of the written appeal and shall render a written decision within 15 days following the close of the hearing. The special magistrate's decision shall be final.

Sec. 102-194. - Signs during election periods.

- (a) In addition to those otherwise allowed by this chapter, up to four signs may be erected on any private property commencing 60 days prior to any public election which will be held within the city through seven days after said public election, with no permit fee requirement. Such signs are allowed on private property, provided that:
- (1) Signs do not exceed four square feet in area each.
 - (2) The property on which the sign is located has the permission or authorization of the owner or renter of the real property.
 - (3) Signs are to be removed within seven days after the date of the election.
- (b) Larger signs, in addition to those otherwise allowed by this chapter may be erected on private property commencing 60 days prior to any public election which will be held within the city through seven days after said public election, with no permit fee required, provided that:
- (1) Each applicant may install no more than four larger signs in the city and no more than one per lot. No sign shall exceed 32 square feet in area. A double-sided sign shall be considered one sign with each side displaying a maximum of 16 square feet in area.
 - (3) The applicant properly maintains his or her signs.
 - (4) A sign erected pursuant to this section shall be placed on no more than four 4x4 pieces of wood secured in the ground and the bottom of the sign face shall be no more than four feet above the grade level adjacent.
- (c) The foregoing provisions do not limit the right to substitute a free expression message (including a political, commercial or non-commercial message) for any message that may otherwise appear on a lawfully erected sign.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. [2018-14](#), § 1, 12-11-18)

Chapter 102 SIGNS¹

ARTICLE I. IN GENERAL

Sec. 102-1. Purpose.

The purpose and intent of this chapter is to establish a set of standards for the structural design, fabrication and erection, use, maintenance, and alteration of signs, symbols, markings or advertising devices within the city. The standards of this chapter are designed to protect and promote the health, safety, and welfare of persons within the city by providing regulations which allow and encourage creativity, effectiveness, and flexibility in the design and use of such devices while promoting traffic safety and avoiding an environment that encourages visual blight. The sign regulations in this section are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety, and to accomplish the following:

Encourage the effective use of signs as a means of communications in the city:

- (1) Maintain and enhance the visual and aesthetic environment and thereby the city's ability to attract sources of economic development and growth, including enhancing the tourism industry;
- (2) Foster the integration of signage with architectural and landscape designs;
- (3) Preserve, conserve, protect, and enhance the aesthetic quality, historic resources, and scenic beauty of the city;
- (4) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;
- (5) Minimize the possible adverse effect of signs on nearby public and private property, specially regulated districts and environmentally sensitive resources and habitats;
- (6) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the city and that compliments the natural surroundings in recognition of this city's reliance on its natural surroundings and beautification efforts in retaining economic advantage for its resort community, as well as, for its major office and industrial parks, gateways, downtown and waterfront areas, and overlay districts;

¹Editor's note(s)—Ord. No. 1126, § 1, adopted July 8, 2008, repealed and reenacted chapter 102 in its entirety to read as herein set out. Formerly, chapter 102 pertained to similar subject matter, and derived from the Code of 1982, §§ 20-1001—20-1020, 20-1022, 20-1023; Ord. No. 947, § 1, adopted July 3, 2001, and Ord. No. 1111, § 6, adopted May 8, 2007.

Cross reference(s)—Buildings and building regulations, ch. 14; zoning, ch. 110.

State law reference(s)—Sign regulations, Florida Statutes § 166.0425; outdoor advertising, Florida Statutes ch. 479.

- (7) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- (8) Improve pedestrian and traffic safety;
- (9) Regulate signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
- (10) Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- (11) Encourage and allow signs that are appropriate to the land use atlas district in which they are located and consistent with the category of use and function to which they pertain;
- (12) Curtail the size and number of signs to the minimum reasonably necessary to identify a residential or business location and the nature of any such business;
- (13) Establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains;
- (14) Preclude signs from conflicting with the principal permitted use of the site and adjoining signs;
- (15) Allow for traffic control devices consistent with national standards and whose purpose is to promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;
- (16) Protect property values by precluding to the maximum extent possible sign types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;
- (17) Protect property values by ensuring that sign types as well as the number of signs, are in harmony with buildings, neighborhoods, and conforming signs in the area;
- (18) Streamline the approval process by requiring master signage plans; and
- (19) Enable the fair and consistent enforcement of these sign regulations.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14, § 1, 12-11-18; Ord. No. 2020-02, § 1, 3-24-20)

Sec. 102-2. Applicability; effect.

A sign may be erected, placed or established, painted, created or maintained in the city only in conformance with the standards, procedures and presumptions and other requirements of this chapter.

(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-3. Applicability of other code or regulatory requirements.

- (a) Signs or other advertising structures shall be constructed and maintained in strict conformity with the current Florida Building Code, subsequent amendments and editions and with minor local changes, which has been adopted as the building code of the city.
- (b) The current National Electrical Code, and any subsequent editions and amendments, with minor local changes, which has been adopted as the electrical code of the city. Accordingly, all illuminated and/or electrically activated signs shall conform to the requirements of the National Electrical Code.

- (c) In the event any provisions of this chapter are in conflict with other applicable requirements, the more restrictive requirements shall apply.
- (d) The following provisions are content neutral, are not based on the text or message on the sign, and do not in any way limit the right to substitute a free expression message (including a political message) for any on a lawfully erected sign and for the duration that the sign is permitted.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14 , § 1, 12-11-18)

Sec. 102-4. Administrative responsibility.

It shall be the responsibility of the city building official, or a designee of the city manager, to administer and enforce the supervision of this chapter. Appeals regarding the administration of the sign code may be made to the special magistrate within 30 days of the administrative decision for administration of code provision not pertaining to the building. The appeal may be made by filing an appeal application with a letter or other written document setting forth a description of the alleged error and the applicable provisions of this section or the LDRs pertaining to the administrative official's order, action, decision, determination, requirement, or failure to act. The special magistrate shall hold a hearing within 30 days of the date of receipt of the written appeal and shall render a written decision within 15 days following the close of the hearing. The special magistrates decision shall be final.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14 , § 1, 12-11-18)

Sec. 102-5. Signs specifically prohibited.

The following signs are expressly prohibited from use and or display in the city unless otherwise provided by this chapter:

- (1) Waterway signs are not allowed in or upon any body of water within the limits of the city except for approved regulatory or warning signs. As used herein, the term waterway signs does not include dock signs. Dock signs are regulated by section 102-152.
- (2) Abandoned signs.
- (3) Banners including pennants, searchlights, twirling signs, and sidewalk or curb signs. However, one banner sign not to exceed three feet by 16 feet and one flutter sign per 50 feet of frontage may be displayed for a maximum of 60 days by new businesses (not including a change of ownership) from the time a permit is issued for new construction or remodeling until 30 days after a local business tax receipt has been issued.
- (4) Snipe sign.
- (5) Temporary signs, constructed of cloth, canvas, cardboard, wallboard, plywood, plastic, metal or other material with or without a rigid frame intended to be displayed for short periods of time. This provision shall not be construed to prohibit those specific temporary signs authorized elsewhere in this chapter, such as sections 102-49(7) and 102-155.
- (6) Flashing or animated signs.
- (7) Window signs when an aggregate sign area covers more than 25 percent of the total window surface area.
- (8) Signs on bus shelters and benches.
- (9) Three dimensional objects which are used as signs to include inflatable balloons.
- (10) Portable signs.

- (11) Off-site signs.
- (12) Billboards.
- (13) Vehicle signs, (i.e. signs on vehicles or vessels or other self propelled objects in which a significant purpose for the use of the vehicle or vessel is to display the sign) or portable trailer signs. This provision also prohibits vehicle sign, when the vehicle is not "regularly used in the conduct of the business or activity," and
 - a. Is visible from a street right-of-way within 100 feet of the vehicle, and
 - b. Is parked for more than two consecutive business hours or during off business hours within 100 feet of any street right-of-way.
- (14) Any sign which:
 - a. Contains any obscene or pornographic statements, words or pictures.
 - b. Employs motion picture projection or has visible moving parts or gives the illusion of motion.
 - c. Emits audible sound, vapor, smoke, odors, particles or gaseous matter
 - d. Obstructs, conceals, hides, imitates or otherwise obscures any official traffic or government sign, signal or device.
 - e. Has unshielded illuminated devices which produce glare or are a hazard or nuisance to motorist or occupants of adjacent properties.
 - f. Has a lighting or control mechanism, which causes radio, television or other communication interference.
 - g. Projects over a public street, alley, sidewalk, or other public space, including right-of-way unless installed by, or under the direction of a governmental agency and consistent with design standards contained herein or in special district or individual development orders.
 - h. Is located or constructed in such a manner as to obstruct free and clear vision at an intersection or vehicular traffic in general.
- (15) Building murals without a permit or containing any words, or obscene, reflective, moving or lighted material.
- (16) Signs painted or attached to seawalls/retaining walls along any water body, public utility poles, or trees-
- (17) Computerized signs (other than those erected by government for public and safety notices), with animated display, running copy or copy which changes. Signs that display time and temperature only may be permitted provided the signs are (a) low profile (do not exceed six feet in height), and (b) have not received a variance for sign or message dimensions and (c) the area devoted to the moving copy does not exceed one square foot. Additional landscaping and locational standards may apply.
- (18) Air inflatable signs, wind-activated signs, air-dancer signs, sky dancer signs displayed in any exterior location, except for non-profit events lasting no longer than 72 hours when such signs are permitted as an element of the special events permit and placed so as to avoid distraction of drivers and interference with vision triangles.
- (19) Flutter signs except a maximum of one per 50 feet of linear frontage may be displayed for a maximum of 60 days by new businesses (not including a change of ownership) from the time a permit is issued for new construction or remodeling until 90 days after a local business tax receipt has been issued. Those in place and compliant as of the adoption of the ordinance from which this section derives may remain until June 11, 2019.

- (20) Commercial mascots, meaning any person, robot or animal costumed or decorated to function as a sign including "sign twirlers," "sign clowns," human sandwich boards," "sign walkers" or "sign holders."
- (21) Three-dimensional objects that are used as signs.
- (22) Lit signs in violation of standards and definitions regarding artificial light sources in Sea Turtle Conservation Zone. (For environmental standards regulating activities in the Sea Turtle Conservation Zone, see Sec. 110-504).

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 1165, § 2, 8-10-10; Ord. No. 2015-04, § 3, 6-9-15; Ord. No. 2018-14, § 1, 12-11-18; Ord. No. 2020-02, § 1, 3-24-20)

Sec. 102-6. Computation of dimensions.

- (a) *Computation of sign area.* The area of a sign shall be computed on the basis of the smallest square, circle, rectangle, other geometric figure, or combination thereof, that will encompass the extreme limits of the writing, representation, emblem, lighting, or other display, together with any material, color, or border trim forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The computation of a sign area does not include any framework, bracing, fence or wall that is reasonably necessary to support the sign.
- (b) *Computation of sign height.* The height of a freestanding sign shall be computed as the distance from the base of the sign at ground level to the top of any portion of the sign structure. In cases where the ground level cannot reasonably be determined, sign height shall be derived on the assumption that the elevation of the ground at the base of the sign is equal to the average elevation at the front property line of the zone lot.

(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-7. Maintenance of signs.

- (a) An abandoned sign is prohibited and shall be removed by the property owner of land upon which such sign is found after 15 days written notice by the building official or the city manager's designee. Permanent on-site signs applicable to a business undergoing change of ownership or management shall not be deemed abandoned unless the property remains vacant for a period of 90 days.
- (b) All signs regulated by this chapter, including their supports, braces, guides and anchors shall be maintained to present a neat and clean appearance. Painted areas and sign surfaces shall be kept in good condition. Illumination, if provided shall be maintained in safe and working order.
- (c) Weeds and grasses shall be cut and maintained for a distance of ten feet around the sign.

(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-8. Signs on right-of-way.

- (a) No sign other than those specifically authorized by subsections 102-49(13)c. and 102-49(15) shall be placed within a public right-of-way within the city unless said sign was so installed by, or at the direction of, a governmental agency. Any sign in violation of this section shall be subject to immediate removal and impounding by the building official or a designee of the city manager.
- (b) The building official may cause any sign which is an immediate peril to persons or property to be removed immediately.

(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-9. Posting on private property; proximity to electrical wires; preventing ingress and egress; illuminated signs.

- (a) No person shall attach a sign of any kind to any private wall, door, gate, fence or other private structure except with the written permission of the owner or lessee or his authorized agent. No person shall place a sign of any kind on private property without the permission of the owner or lessee or his authorized agent. Any sign placed in violation of this subsection may be removed by the property owner, lessee or authorized agent.
- (b) No sign shall be erected closer than five feet to any overhead electrical wires.
- (c) No sign shall be installed, erected, or relocated so as to prevent free ingress and egress from any door or fire escape from a structure or premises. No sign of any kind shall be attached to or painted on a standpipe or fire escape.
- (d) Illuminated signs, including neon signs, shall not produce more than five footcandles of illumination four feet from the sign, when measured from the base of such sign.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14 , § 1, 12-11-18)

Sec. 102-10. Posting on government property; regulation.

No sign shall be placed upon government property unless so placed by, or at the express direction of, the governmental agency. As used herein, government property shall include, but is not limited to, property owned by the city, county, state, school district or federal governments or any agency thereof.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14 , § 1, 12-11-18)

Sec. 102-11. Severability.

- (a) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter.
- (b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth in subsection (a), or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.
- (c) *Severability of provisions pertaining to prohibiting signs.* Without diminishing or limiting in any way the declaration of severability set forth in subsection (a), or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter, or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter that pertains to prohibited signs, including specifically those signs and sign types prohibited and not allowed under section 102-5. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause,

term or word of section 102-5 is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of section 102-5.

- (d) *Severability of prohibitions on billboards.* If any if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter, and/or any other Code provision, and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained in subsection 102-5(14), or elsewhere.

(Ord. No. 1126, § 3, 7-8-08)

Editor's note(s)—Ord. No. 1126, § 3, adopted July 8, 2008, did not specify manner of inclusion; hence, inclusion as section 102-11 is at the discretion of the editor.

Secs. 102-12—102-30. Reserved.

ARTICLE II. ADMINISTRATION

DIVISION 1. GENERALLY

Secs. 102-31—102-45. Reserved.

DIVISION 2. PERMIT

Sec. 102-46. Required.

- (a) No person shall, upon any private property within the city, paint, erect, demolish, alter, rebuild, enlarge, extend, relocate, attach to, suspend from or support by a building or structure, any sign unless a permit for such sign has been issued by the building official or unless such sign has specifically been exempted from permit requirements.
- (b) No permit shall be required to change the copy or message on signs which are specifically designed for use of replaceable copy.
- (c) No person shall erect, construct, maintain, alter, relocate, demolish, repair or paint or do any work upon a sign for which a permit has not been obtained.
- (d) Repairs on existing signs of a structural nature shall require a separate permit. Simple nonstructural maintenance of a sign shall not require a permit.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14 , § 1, 12-11-18)

Sec. 102-47. Permitting procedures.

In order to obtain a permit to erect, remove, demolish, alter or relocate any sign under the provisions of this chapter, an applicant shall submit to the building official the following information:

- (1) The name, address and telephone number of the:

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- a. Owner and lessee of the sign.
 - b. Sign contractor or erector of the sign.
- (2) The legal description and the street address of the property upon which the sign is to be erected.
 - (3) Other information as required by the building official including a site plan, elevation drawings of the proposed sign and identification of the type and location of all existing signs on the subject parcel.
 - (4) A site plan showing the location of the building, structure or lot to which or upon which the sign or structure is to be attached or erected.
 - (5) Drawings certified by a state registered engineer or a state registered architect of the plans and specifications showing methods of construction and attachment to the building or the ground. Plans on file with the building official may be used to satisfy the engineering requirements of this section.
 - (6) A copy certified by a state registered engineer or a state registered architect of stress diagrams and calculations showing that the structure is designed for all required loading.
 - (7) All the information required to obtain an electrical permit for illuminated signs.
 - (8) Approval by the owner or lessee of the building, structure or land on which a sign is to be erected.
 - (9) The building official shall determine to issue or deny said permit within 30 days of the submission of a complete application for the permit. The building official may deny a permit only for failure to completely comply with this chapter or any other applicable law, rule or regulation. In the event the building official fails to act within said 30-day period, the permit shall be deemed granted.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14 , § 1, 12-11-18)

Sec. 102-48. Permit limitations.

- (a) An application for a permit for any proposed work shall be deemed abandoned six months after the date of filing. The building official may grant one or more extensions of time for periods not exceeding 90 days each, if the applicant can provide cause for the request of extension.
- (b) Every permit issued shall become invalid if the work authorized by such permit is not commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced; the building official may grant one or more extensions of the time limits set forth in this section upon showing of good cause. As used herein, the term good cause shall mean verifiable reasons, such as serious illness or incapacity as well as economic circumstances making performance practically impossible. The determination as to whether good cause has been established shall be in the sole discretion of the building official. Any extensions of these time limits shall be in writing signed by the building official.
- (c) Before any permit is issued upon the provisions of this chapter, the applicant shall pay a fee as provided and adopted by resolution by the board of commissioners.

(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-49. Signs excluded from permitting.

The following signs are expressly excluded from the provisions of this chapter. No permits shall be required for the erection, painting, papering, construction or modification of these excluded signs on private property.

- (1) Decals affixed to or signs painted on store equipment, fuel pumps or other types of vending equipment used for dispensing retail products.
- (2) Decals affixed to or signs painted or affixed to store windows covering less than five percent of the total aggregate store window area.
- (3) Building marker, tablets or plaques not exceeding two square feet.
- (4) One residential identification sign, professional name plate or occupational sign for each establishment not exceeding two square feet aggregate sign area. This sign shall denote only the name of the occupant, the occupant's profession, the street and/or number of the premises.
- (5) Address numbers on residential and commercial buildings.
- (6) Signs wholly within a building not visible from a public right-of-way.
- (7) Temporary signs in residential districts erected on private property for up to 24 hours on the day in which a yard sale or garage sale is conducted upon said property so long as said signs do not exceed four square feet in sign area which shall be as provided in section 110-559.
- (8) Signs installed by or under the direction of a governmental agency, traffic signs, legal notices, danger signs, and temporary emergency signs. Notwithstanding the foregoing, traffic control signs installed by nongovernmental entities shall comply with the uniform traffic control code.
- (9) Statutory notice or warning signs, including but not limited to no trespassing, private property and bad dog or other animal warning signs permitted in any zoning classification provided that the area of the sign does not exceed four square feet. The maximum number of signs shall be four.
- (10) A maximum of two three-foot by five-foot flags may be displayed.
- (11) Signs attached to or painted on motor vehicles. Such signs shall not extend beyond the normal configuration of the vehicle, except for thickness of sign and minor variations caused by signs attached to curved surfaces. This section shall not be construed to permit vehicle signs as defined in subsection 102-5(15).
- (12) Up to four directional signs per site provided that each sign does not exceed four square feet in area.
- (13) One two-sided non illuminated sign per parcel during the time when said parcel is offered for sale or lease, however if the parcel is located on a corner lot two signs, one for each street frontage are allowed subject to the following maximum sign area restrictions:
 - a. No sign shall exceed four square feet of aggregate display area per sign face or be more than six feet in height.
 - b. Signs shall be removed within seven days after the sale or lease transaction is completed.
 - c. Signs may be placed on rights-of-way a minimum of three feet from curbs or if applicable, sidewalks, provided they do not constitute a hazard or interfere with traffic visibility as determined by the building official or the city manager's designee. If a curb or sidewalk does not exist, the signs may be placed a minimum of three feet from the edge of the pavement, provided they do not constitute a hazard or interfere with traffic visibility.
- (14) Two signs may be erected on a site where building construction or remodeling is in progress. Each sign shall be limited to 32 square feet of sign area, provided the signs shall be removed from the site within seven days of the completion of the construction. The city manager shall be solely responsible for determining if construction is completed.

- (15) For the period commencing 60 days in advance of any public election to be conducted within the city through seven days after the conclusion of said public election, signs may be placed on private property, provided that they comply with section 102-194.
- (16) No more than one A-frame (sandwich board) sign, not exceeding 32 inches wide and 48 inches high, which shall remain on private property and shall only be displayed when the business is open.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2015-04, § 4, 6-9-15; Ord. No. 2018-14, § 1, 12-11-18)

Sec. 102-50. Fees.

The permit fees shall be as provided in a resolution adopted by the board of commissioners.

(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-51. Payment of other charges required.

No permit provided for in this chapter shall be issued until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

(Ord. No. 1126, § 1, 7-8-08)

Secs. 102-52—102-70. Reserved.

DIVISION 3. NONCONFORMANCES

Sec. 102-71. Existing signs; conformance, elimination or repair.

- (a) A sign which was legally erected or installed and was in existence as of November 6, 2018, and which was constructed in accordance with the ordinances and other applicable laws in effect on the permit date, but which by reason of its size, height, location, design, or construction is not in conformance with the requirements of this chapter, shall be deemed nonconforming, but grandfathered.
- (b) Except as otherwise stated in this chapter, the owner of any site or other premises on which a sign exists that does not conform with the requirements of this chapter and for which there is no current and valid sign permit shall be obligated to remove such sign or bring it into conformity with the requirements of this chapter on or before May 6, 2019, except for cases where such sign is found to pose a threat to health or safety per the Florida Building Code, which sign shall be removed immediately or be subject to code compliance action.
- (c) Signs which are grandfathered pursuant to subsection (a) may remain in place and be maintained under the provisions of this section, provided that no action is taken which increases the extent of the nonconformity. A change in the information on the face of an existing grandfathered nonconforming sign is allowed. Grandfathered nonconforming signs shall be eliminated or made to conform with the requirements of this chapter when any proposed change, repair, or maintenance would constitute an expense of more than 25 percent of the original value or replacement value of the sign, whichever is greater.
- (d) A building or site, which is improved or redeveloped at a cost in excess of 50 percent of the assessed value of the existing building or site shall require any grandfathered nonconforming sign which is located on or is part of such building or site to conform to these regulations.

(Supp. No. 29)

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(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14 , § 1, 12-11-18)

Sec. 102-72. Removal of portable signs.

Any portable sign located on a public right-of-way, may be removed by the city without notification to the owner or other person or persons having control, custody, or obtaining benefit from such sign. Any such sign removed under this section shall be stored by the city for a period not to exceed five days, and may be reclaimed by such person within such five-day period after paying an administrative fee of \$50.00. Any such sign may be destroyed by the city if not claimed within five days of its removal by the city.

(Ord. No. 1126, § 1, 7-8-08)

Secs. 102-73—102-90. Reserved.

ARTICLE III. REGULATIONS

DIVISION 1. GENERALLY

Secs. 102-91—102-105. Reserved.

DIVISION 2. FOR SPECIFIC ZONING DISTRICT²

Subdivision I. R-1, Single-Family Residential, R-2, Low Density Residential Districts

Sec. 102-106. Signs located at subdivision entrances.

One permanent sign may be located at each entrance of the platted subdivision, provided that all of the following requirements are met:

- (1) Such signs shall be so placed only by the homeowner's association for said subdivision or by such other authorized representative of the property owners within said subdivision.
- (2) The sign shall not create a physical or visual hazard for pedestrians or motorists entering or leaving the subdivision.
- (3) An individual firm, partnership, association, corporation or other legal entity shall be designated as the person responsible for the perpetual maintenance of the sign.
- (4) The sign shall not exceed four feet in height when measured from the grade of the street nearest the base of the sign to the top of the sign.
- (5) The sign shall not exceed 20 square feet in aggregate display area unless attached to a wall in which case it may have up to 50 square feet in aggregate display area.

²Cross reference(s)—Zoning, ch. 10.

(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-107. Home signs.

In addition to the signs otherwise permitted by this chapter, one nonlighted flat mounted wall or window sign not exceeding two square feet in area shall be permitted on the street front of the principal structure if a local business tax receipt has been issued for that structure.

(Ord. No. 1126, § 1, 7-8-08)

Secs. 102-108—102-125. Reserved.

Subdivision II. R-3, Multifamily Residential District

Sec. 102-126. Entrance signs.

One wall or ground sign may be located at each entrance of a multifamily residential development, provided that all of the following requirements are met:

- (1) Ground signs shall not exceed two square feet in aggregate display area for each dwelling unit up to and including 16 units. In no event shall the sign exceed 32 square feet in aggregate display area and no single sign face shall exceed 16 square feet. Wall signs may have up to 50 square feet in aggregate display area.
- (2) Ground signs shall not exceed six feet in height when measured from the grade of the street nearest to the base of the sign to the top of the sign.
- (3) Ground signs shall be set back 15 feet from the right-of-way and ten feet from side yard property lines.
- (4) Signs shall be so placed only by the residents' association for said multifamily development or by such other authorized representative of the property owners within said development.

(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-127. Tourist dwellings/commercial.

- (a) *Pole or ground sign.* One ground or pole sign is permitted for each single or multi-occupancy parcel having a frontage of 500 feet or less on a public street. Electronic reader boards shall not be placed upon ground or pole signs. For parcels with a public street frontage in excess of 500 feet, one additional ground or pole sign shall be permitted. Additional signs will be spaced at least 300 feet from the other.
- (b) *Area.* The maximum allowable area for any sign regardless of occupancy shall not exceed 100 square feet of aggregate display area. No single face shall exceed 50 square feet.
- (c) *Height.* The height of signs shall be as follows:
 - (1) Pole signs shall not exceed 15 feet in height.
 - (2) Ground signs shall not exceed six feet in height when measured from the grade of the street nearest to the base of the sign to the top of the sign.
- (d) *Setbacks.* Pole signs and ground signs shall be setback a minimum of 15 feet from the right-of-way line and 30 feet from the intersection of right-of-way lines.

(Supp. No. 29)

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- (e) *Clearance.* Pole signs shall maintain a minimum ground clearance of eight feet, measured from the grade at the base of the sign to the bottom of the sign face.
- (f) *Building signs.* Building signs may be permitted, provided they do not exceed the maximum area permitted in sections 102-191 through 102-192. These signs include: integral roof, wall, marquees, canopy, awnings, electronic reader boards, and mansard signs.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 1165, § 3, 8-10-10; Ord. No. 2018-14, § 1, 12-11-18)

Secs. 102-128—102-145. Reserved.

Subdivision III. Commercial Districts³

Sec. 102-146. Pole signs or ground signs-general requirements.

One ground or pole sign is permitted for each single or multi-occupancy parcel having frontage of 500 feet or less on a public street. If the lot has public street frontage in excess of 500 feet, one additional ground or pole sign shall be permitted. Electronic reader boards shall not be placed upon ground or pole signs. Additional signs will be spaced at least 300 feet from the other sign.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 1165, § 4, 8-10-10; Ord. No. 2018-14, § 1, 12-11-18; Ord. No. 2020-02, § 1, 3-24-20)

Sec. 102-147. Pole signs or ground signs—Area.

- (a) The maximum allowable sign area for each ground or pole sign for a single occupancy parcel shall not exceed 12 square feet of aggregate display area plus one square foot of additional display area for each lineal foot of public street frontage of over 12 feet or 100 square feet of aggregate display area, whichever is less. No single face shall exceed 50 square feet.
- (b) The maximum allowable sign area for each ground or pole sign for multioccupancy parcels shall not exceed 12 square feet of aggregate display area plus one square foot of additional display area for each lineal foot of public street frontage over 12 feet, along the street the sign faces, or 200 square feet of aggregate display area (including building signs) whichever is less. No single face shall exceed 100 square feet in aggregate sign area.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14, § 1, 12-11-18; Ord. No. 2020-02, § 1, 3-24-20)

Editor's note(s)—Ord. No. 2020-02, § 1, adopted March 24, 2020, amended § 102-147 and in so doing changed the title of said section from "Sign—Area" to "Pole signs or ground signs—Area," as set out herein.

Sec. 102-148. Sign—Height.

- (a) Pole signs shall not exceed 25 feet in height.
- (b) Ground signs shall not exceed eight feet in height when measured from the grade of the street nearest the base of the sign to the top of the sign.

³Cross reference(s)—Businesses, ch. 18.

(Ord. No. 1126, § 1, 7-8-08)

Editor's note(s)—Ord. No. 2018-14 , § 1, adopted Dec. 11, 2018, amended § 102-148 and in so doing changed the title of said section from "Same—Height" to "Sign—Height," as set out herein.

Sec. 102-149. Sign—Setbacks.

- (a) Pole signs shall be set back a minimum of ten feet from the right-of-way line and 30 feet from the intersection of right-of-way lines.
- (b) Ground signs shall be set back a minimum of 15 feet from right-of-way lines and 30 feet from the intersection of right-of-way lines.

(Ord. No. 1126, § 1, 7-8-08)

Editor's note(s)—Ord. No. 2018-14 , § 1, adopted Dec. 11, 2018, amended § 102-149 and in so doing changed the title of said section from "Same—Setbacks" to "Sign—Setbacks," as set out herein.

Sec. 102-150. Sign—Clearance.

Pole signs shall maintain a minimum ground clearance of eight feet, measured from the grade at the base of the sign to the bottom of the sign face.

(Ord. No. 1126, § 1, 7-8-08)

Editor's note(s)—At the direction of the city, § 102-150 is being amended to change the title of said section from "Same—Clearance" to "Sign—Clearance," as set out herein.

Sec. 102-151. Revolving signs.

A revolving sign may only be used when the revolving sign replaces two or more ground or pole signs which would otherwise be permitted on the parcel. Revolving signs shall have an aggregate display area not to exceed 100 square feet and no single face shall exceed 50 square feet. Revolving signs will maintain the same height, setback and clearance requirements for pole signs.

(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-152. Dock signs.

Dock signs will be permitted on or adjacent to all commercial docks under the following conditions:

- (1) The use of the dock must comply with an approved principal permitted use.
- (2) The maximum allowable signage on a single dock will be limited to 16 square feet in total area.
- (3) The total height of all signs, including the support posts, will be limited to ten feet from grade.
- (4) All signs shall comply with section 102-47 regarding permitting procedures.

(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-153. Flags.

Flags shall be considered as part of the computation of the allowable area for pole, ground or revolving signs.

(Supp. No. 29)

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(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-154. Building signs.

The building signs may be permitted, provided the cumulative area does not exceed the maximum area permitted in sections 102-191 through 102-192. These signs include integral roof, wall, marquees, canopy, awnings, electronic reader board, and mansard signs.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 1165, § 5, 8-10-10; Ord. No. 2018-14 , § 1, 12-11-18)

Sec. 102-155. Temporary signs.

Temporary signs may be erected in a public park or other public property, or on private property by the sponsor of a special event approved by the board of commissioners. Such signs shall not be erected in excess of 30 days prior to each event and must be removed within two calendar days after conclusion of the event. Those individuals or entities sponsoring a special event and requesting signs must make written request to the city manager detailing the type of sign requested, location, duration of display and other information requested.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14 , § 1, 12-11-18)

Sec. 102-156. Reserved.

Editor's note(s)—Ord. No. 2018-14 , § 1, adopted Dec. 11, 2018, repealed former § 102-156 which pertained to temporary exemptions and derived from Ord. No. 2013-11, § 1, adopted Jan. 21, 2014; Ord. No. 2015-04, § 5, adopted June 9, 2015.

Secs. 102-157—102-190. Reserved.

DIVISION 3. TYPE OF SIGN

Sec. 102-191. Electronic reader boards, wall, marquees, canopy, awnings and mansard signs.

Electronic reader boards, wall, marquees, canopy, awnings and mansard signs shall be allowed for each establishment in all but residential zoning districts, provided that the regulations specified in section 102 71 and the following requirements are met:

- (1) A sign located on a wall, marquee, canopy or awning shall be affixed flat to the surface and shall not extend beyond the limits of the wall, marquee, canopy, or awning, except as provided in this section.
- (2) Awning signs shall not be illuminated externally. An electronic reader board shall not be illuminated during the hours the business is closed.
- (3) No marquee, electronic reader board, canopy or awning shall overhang public rights-of-way.
- (4) One electronic reader board, wall or mansard sign shall be permitted for each single occupancy having frontage on a public street. Corner parcels, or double frontage parcels, shall be allowed one sign per street frontage, but such sign shall not be combined for the purpose of placing the combined area on any one wall.
- (5) One electronic reader board, wall or mansard sign shall be permitted for each establishment in a multiple occupancy parcel. Establishments located at a corner shall be allowed one wall or mansard

(Supp. No. 29)

sign for each side of the establishment but shall not combine such signs for the purposes of placing the combined area on any one wall.

- (6) Each single occupant shall be allowed 12 square feet minimum aggregate signage. The maximum allowable display area for each wall or mansard sign shall not exceed 20 percent of the establishment's linear street frontage facing a public street or parking lot combined area of all wall, marquee, canopy, awning, mansard, and integral roof signs shall be 12 square feet plus one square foot of additional sign area for every one linear foot of frontage over 12 linear feet, up to 100 square feet, with up to a maximum of 50 square feet of aggregate per sign area. The maximum allowable display area for an electronic reader board shall not exceed one square foot of aggregate sign area.
- (7) One wall or mansard sign not exceeding 16 square feet shall be permitted per occupancy for identification of occupant within delivery areas.
- (8) Electronic reader board, wall, or mansard signs may not project beyond the roofline or sidewalls of any establishment to which the wall or mansard sign is attached; nor may the electronic reader board, wall or mansard sign project more than 12 inches from the face of the building or extend above the eave line of the building or extend into the public right-of-way.
- (9) Projecting signs may be substituted for the permanent wall or mansard signs, provided that the aggregate display area does not exceed 50 square feet. Projecting signs shall not extend from the face of the building wall more than four feet projecting signs shall not be located so that they extend above the roofline of the building. The supporting hardware of a projecting sign shall not be visible from the street or sidewalk. Projecting signs which extend over any pedestrian way shall be elevated with a minimum of eight feet above such pedestrian way. Projecting signs shall not be erected closer than ten feet from an interior lot line or an adjacent establishment. Electronic reader boards shall not be permitted as a projecting sign.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 1165, § 6, 8-10-10; Ord. No. 2018-14, § 1, 12-11-18; Ord. No. 2020-02, § 1, 3-24-20)

Editor's note(s)—Ord. No. 2018-14, § 1, adopted Dec. 11, 2018, amended § 102-191 and in so doing changed the title of said section from "Electronic reader boards, animated, wall, marquees, canopy, awnings and mansard signs" to "Electronic reader boards, wall, marquees, canopy, awnings and mansard signs," as set out herein.

Sec. 102-192. Integral roof signs.

Integral roof signs shall be limited to one per establishment where the total combined area of all wall, marquee, canopy, awning, mansard, and integral roof signs shall not exceed 12 square feet plus one square foot of additional sign area for every one linear foot of frontage over 12 linear feet up to a maximum of 100 square feet. All roof signs shall be designed and/or engineered by a state registered architect or engineer who shall certify to the city that the sign, as erected or modified, complies with all applicable building codes.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14, § 1, 12-11-18)

Sec. 102-193. Signs while property is marketed for sale or lease.

In addition to the signs otherwise permitted by this chapter, one sign on each street frontage for each realty company representing property therein may be placed upon multifamily, office or commercial structures or residential parcels comprising not less than ten dwelling units or lots while said property is marketed for sale or lease. These signs are subject to the following restrictions:

- (1) No sign shall exceed 32 square feet in total area.

- (2) No sign shall be erected for longer than one year, subject to application for renewal.
- (3) The sign shall not impede safe traffic operation.
- (4) No sign shall exceed eight feet in height.
- (5) The sign shall be located a minimum of 12 feet away from the curb or edge of the pavement where no sidewalk exists and a minimum of ten feet beyond the sidewalk away from the road where a sidewalk exists.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 1135, § 1, 9-23-08; Ord. No. 2018-14 , § 1, 12-11-18)

Sec. 102-194. Signs during election periods.

- (a) In addition to those otherwise allowed by this chapter, up to four signs may be erected on any private property commencing 60 days prior to any public election which will be held within the city through seven days after said public election, with no permit fee requirement. Such signs are allowed on private property, provided that:
 - (1) Signs do not exceed four square feet in area each.
 - (2) The property on which the sign is located has the permission or authorization of the owner or renter of the real property.
 - (3) Signs are to be removed within seven days after the date of the election.
- (b) Larger signs, in addition to those otherwise allowed by this chapter may be erected on private property commencing 60 days prior to any public election which will be held within the city through seven days after said public election, with no permit fee required, provided that:
 - (1) Each applicant may install no more than four larger signs in the city and no more than one per lot. No sign shall exceed 32 square feet in area. A double-sided sign shall be considered one sign with each side displaying a maximum of 16 square feet in area.
 - (3) The applicant properly maintains his or her signs.
 - (4) A sign erected pursuant to this section shall be placed on no more than four 4×4 pieces of wood secured in the ground and the bottom of the sign face shall be no more than four feet above the grade level adjacent.
- (c) The foregoing provisions do not limit the right to substitute a free expression message (including a political, commercial or non-commercial message) for any message that may otherwise appear on a lawfully erected sign.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14 , § 1, 12-11-18)

Sec. 102-195. Beach/bay signs.

Signs intended for viewing from the Gulf beach, Gulf waters or Boca Ciega Bay are limited to 20 square feet in area.

(Ord. No. 1126, § 1, 7-8-08)

Sec. 102-196. Substitution clause.

The regulations set forth in this chapter shall be interpreted such that non-commercial or free expression copy may be substituted for commercial copy wherever copy or lettering appears on the sign.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14 , § 1, 12-11-18)

The Florida Senate

2021 Florida Statutes (Including 2021B Session)

<u>Title IX</u> ELECTORS AND ELECTIONS	<u>Chapter 106</u> CAMPAIGN FINANCING <u>Entire Chapter</u>	<u>SECTION 1435</u> Usage and removal of political campaign advertisements.
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106.1435 Usage and removal of political campaign advertisements.—

- (1) Each candidate, whether for a federal, state, county, or district office, shall make a good faith effort to remove all of his or her political campaign advertisements within ~~30~~ days after: [within 7 days after, per City Code, Sec. 102-194]
- (a) Withdrawal of his or her candidacy;
 - (b) Having been eliminated as a candidate; or
 - (c) Being elected to office.

However, a candidate is not expected to remove those political campaign advertisements which are in the form of signs used by an outdoor advertising business as provided in chapter 479. The provisions herein do not apply to political campaign advertisements placed on motor vehicles or to campaign messages designed to be worn by persons.

- (2) If political campaign advertisements are not removed within the specified period, the political subdivision or governmental entity has the authority to remove such advertisements and may charge the candidate the actual cost for such removal. Funds collected for removing such advertisements shall be deposited to the general revenue of the political subdivision.
- (3) Pursuant to chapter 479, no political campaign advertisements shall be erected, posted, painted, tacked, nailed, or otherwise displayed, placed, or located on or above any state or county road right-of-way.
- (4) The officer before whom a candidate qualifies for office shall notify the candidate, in writing, of the provisions in this section.
- (5) This provision does not preclude municipalities from imposing additional or more stringent requirements on the usage and removal of political campaign advertisements.

History.—s. 1, ch. 84-221; s. 20, ch. 84-302; s. 14, ch. 87-224; s. 647, ch. 95-147.

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MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH: Robin Gomez, City Manager
FROM: Clint Belk, Fire Chief
DATE: December 13, 2023
RE: **Field Internship Agreement; SPC's Emergency Medical Services Program**

Background

Recently hired FF/EMT Halfast and FF/EMT Watts will be entering into the Emergency Medical Service Program through St. Pete College to complete their Paramedic schooling. The City, student and SPC must enter into a Field Internship Agreement to complete the onboarding process.

Fiscal Impact

Both students are covering the cost of the education without financial impact to the City.

Recommendation

Staff recommends approval of the Field Internship Agreement which is attached for review.

Attachment(s):

- Field Internship Agreement with SPC, Emergency Medical Services Program
- Appendix A– Release Agreement
- Exhibit B – Process for ON-Duty Firefighters Accomplishing Student SPC Field Internship Ride Time



St. Petersburg College
EMERGENCY MEDICAL SERVICES PROGRAM

FIELD INTERNSHIP AGREEMENT

THIS AGREEMENT made and entered into by and between the **BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE**, Post Office Box 13489, St. Petersburg, Florida, 33733, hereinafter referred to as the College, and **CITY OF MADEIRA BEACH**, 300 Municipal Drive, Madeira Beach, Florida 33708, hereinafter referred to as the Agency.

W I T N E S S E T H

WHEREAS, the College offers an approved program of study in the field of Emergency Medical Services, and

WHEREAS, the College desires that its students obtain the necessary clinical and hands-on experience with the Agency in order to meet the requirements of the Emergency Medical Services program, and

WHEREAS, the Agency desires to cooperate with the College in implementing the above-stated objective.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, the Agency and the College, by their duly constituted and authorized officers, agree as follows:

THAT the students enrolled in the above-named program and the faculty at the College may ride with fire rescue units of the Agency subject to the following mutually agreed conditions:

1. That neither the College nor the Agency will discriminate on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, pregnancy, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities in its employment practices or in the admission and treatment of students. The College and the Agency recognize that sexual harassment constitutes discrimination on the basis of sex and neither party will not tolerate such conduct.
2. The College will provide the Agency with a list of all students and instructors who will be assigned to fire rescue in the Emergency Medical Services Program.
3. The College will be responsible for assuring that the Agency is in receipt, from each student and instructor participating, of a signed release agreement. (An example of the release agreement to be provided is attached as Exhibit A. The student signs the release in triplicate; the original goes to the Agency, one copy is retained in the student's file and the third copy is retained by the student.)

4. The College through the Florida College System Risk Management Consortium (FCSRMC) shall obtain and maintain occurrence-type professional liability insurance coverage in amounts not less than \$2,000,000 per incident and \$5,000,000 annual aggregate covering the students and any faculty members for instruction/supervision of students only. The College shall provide a certificate of insurance to the Agency evidencing such insurance coverage if required by the Agency. Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
5. Students who are employed by the Agency participating in the field internship while on duty are required to sign the "Process for On-duty Firefighters Accomplishing Student SPC Field Internship Ride Time" form attached hereto as Exhibit B.
6. The Agency reserves the right to withdraw its permission to allow participation of a particular student or instructor. Further, Agency reserves the right to withdraw its permission to all students or instructors in the program if and when it becomes apparent that: (1) the students or instructors are hindering the performance of the emergency medical personnel of the Agency; (2) the students or instructors are jeopardizing the health or safety of the patients or the emergency medical personnel; (3) the students or instructors are not cooperating with the emergency medical personnel; or (4) the students or instructors are subjecting themselves or the Agency's employees to liability for which no insurance has been provided.
7. The Agency shall provide to enrolled students of the College the opportunity for necessary clinical experience required for said program. Students shall undertake said clinical experience under supervision of the Agency's paramedic field preceptor. The number of students accepted under this program shall be agreed to by the parties for each term.
8. The Agency shall have ultimate responsibility for the care and treatment of the patient/client.
9. The Agency shall comply with students' privacy rights under federal and state laws regarding students' educational records.
10. The College and students shall comply with all applicable federal and state laws and regulations, and rules and policies of the Agency regarding the confidentiality of patient information.

THIS AGREEMENT shall become effective upon the date of signature of both parties, and shall be automatically renewed from year to year unless either party requests a change or termination thereof.

THIS AGREEMENT may be terminated upon the giving of written notice by either party to the other party thirty (30) days before the first day of August of any given year, PROVIDED, HOWEVER, such termination shall not become effective as to students already enrolled and participating in the program until they shall have had an opportunity to complete the program at the Agency to meet the course of study requirements for graduation.

ANY NOTICE required or permitted to be given under this agreement shall be sufficient if in writing and sent by certified mail, return receipt requested, to either of the parties. Notice shall be effective upon compliance with this section.

THE UNDERSIGNED have the authority to enter into this agreement and to bind their respective institution or entity.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates hereinafter stated:

CITY OF MADEIRA BEACH

**BOARD OF TRUSTEES OF
ST. PETERSBURG COLLEGE**

BY: _____

James "Jim" Rostek, Mayor

Date: _____

BY:  _____

Name: Matthew Liao-Troth,

Title: Vice President, Academic Affairs

Date: 12/4/23

BY: _____

Clara Van Blargan, City Clerk

Date: _____

General Counsel's Office:
Appr. as to Form/Content HCps
Appr. by ML on 11/29/23

BY: _____

Thomas J. Trask, City Attorney

Date: _____

EXHIBIT A**RELEASE AGREEMENT**

WHEREAS, the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, hereinafter known as the "College," and the CITY OF MADEIRA BEACH, hereinafter known as the "Agency," have signed an agreement to allow students and instructors of the College who are enrolled in the Emergency Medical Services Program to participate in emergency medical services provided by the Agency, including riding in Agency vehicles and assisting when necessary in rendering emergency medical care; and

WHEREAS, _____, a _____ of St. Petersburg College, and a member of the Emergency Medical Services Program, hereinafter known as the "Participant," desires to participate in the above described program with the Agency; and

WHEREAS, the College has available a professional liability insurance policy for students and instructors enrolled in the Emergency Medical Services Program with limits of liability of \$2,000,000 each incident/\$5,000,000 annual aggregate.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the Agency's grant of permission to participate in the Emergency Medical Services Program of the Agency and to ride in Agency vehicles, the Participant hereby agrees as follows:

1. To enroll and pay the student fee for said professional liability insurance policy that is available to students or instructors during the entire period that she/he is participating in the program.
2. Not to participate in or become a party to any kind of claim, cause of action, demand or suit that may arise by his/her participating in the program in Agency vehicles against the Agency, its officers, employees, agents, and servants.
3. That Participant, for him or herself, his or her heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards incidental for participation in the Emergency Medical Services Program with the City of Madeira Beach Fire Department ("Program"), including to, from or during said Program. Participant acknowledges the fact that this Program may/or does involve physical contact or other conditions where injuries may occur, and recognizes and acknowledges that EMTs and paramedics can be and are often assigned duties which involve danger and exposure to hazardous or potentially fatal circumstances and serious risks of injury or death. EMT and paramedics duties involve emergencies or exposure to dangers which will not be avoided because of my presence. Participant does hereby waive, release and hold harmless the City of Madeira Beach, its officers, agents, employees, specifically including the individual fire department employees with whom Participant comes in contact with for any claim, demand, liability, suit, charge or compensation for loss or injury of any kind arising out of a loss or injury, including a losses or injuries arising from the negligence of the City of Madeira Beach, its officers, agents, employees, specifically including the individual fire department employees, participants and instructors of the Program. Participant assumes all risk of injury, liability and loss arising from my participation in or presence at said Program. Participant acknowledges that the City of Madeira Beach will not assume any costs relating to any injury Participant may suffer while involved in this Program. This waiver, release and indemnification is in consideration of the City of Madeira Beach permitting Participants participation in the Program. Participant acknowledges that absent this release, waiver and indemnification, the City of Madeira Beach and the individual fire department employees, EMTs and paramedics would not have offered or allowed me access to the Program because of unacceptable exposure to liability claims or expense of providing a program that is risk free.

4. That she/he is fully aware that she/he is not an employee of the Agency for any purpose, has no authority on behalf of the Agency, will receive no payment or benefits as a result of participation in the program, and inasmuch as she/he is not an employee of the Agency, she/he will not be entitled to worker's compensation benefits from the Agency as a result of the program.

IN WITNESS WHEREOF, the Participant has caused this Release Agreement to be executed this _____ day of _____, 20____.

WITNESS:

(Participant's Signature)

EXHIBIT B

**PROCESS FOR ON-DUTY FIREFIGHTERS ACCOMPLISHING
STUDENT SPC FIELD INTERNSHIP RIDE TIME**

1. Students will wear approved SPC EMS Program uniform as defined by the EMS Program Director. This includes Student ID badge during the entire time the firefighter is acting in student status, as well as wearing only the SPC EMS Student vest as required (not the agency vest) while in student status.
2. Ride time will not begin before 0800 hours and will end no later than 2300 hours on the same day. If requested by the station officer, ride time will end earlier. Instructor must be notified. SPC Paramedic students employed by participating community partners are permitted to perform 24-hour shifts, with the approval of the department Chief, EMS Chief, or department equivalent.
3. No SPC EMS student shall perform skills at the Advanced Life Support level except while in student status, and under the direct supervision of an approved college preceptor. Violation of this rule will result in immediate termination of the student from the EMS program.
4. Students shall never be with a patient by themselves; they will always be with their assigned preceptor.
5. In accordance with the SPC EMS department syllabus and handbook, students must complete a minimum of 364 hours of ride time to meet the program’s field experience and internship requirements.
6. Attending field internship without turning in a schedule for approval in a timely manner **before** the requested shifts will not be allowed. According to SPC EMS Program policies, any changes to the prior-approved schedule (i.e., station change, preceptor change, or date change) must be approved verbally by the assigned instructor **before** the ride time. There will be no exceptions. This may require the student taking time off from work to accomplish the required hours in the assigned time period. If this is not done, the ride time will not count and the student will be disciplined, with possible termination from the EMS program.
7. In accordance with Florida administrative code 64J, students may complete up to 20% (72.8 hours) of the field internship experience to be done aboard an advanced life support permitted vehicle other than an ambulance.

Your behavior and cooperation will determine whether this shift based program will continue.

Student’s printed name: _____

Student’s signature: _____

Witness: _____

Date: _____



Memorandum

Meeting Details: December 13, 2023,
Prepared For: Mayor & Board of Commissioners
From: Megan Wepfer, Public Works Director
Subject: RFP# 2023-09 Patriot Park Dock Replacement

Background

The City of Madeira Beach has two (2) fishing piers located at Patriot Park near the 911 memorial compiled of wood pilings and wood decking. The park was designed and constructed between 2003 and 2004 in which the piers were completed. The pilings for the fishing piers were never wrapped to keep out the worms which live in our waters. Due to the age and state of the piers an inspection was completed by Coastal Dock Concepts to determine if a full or partial replacement was needed for each. Once completed the contractor determined that a full replacement was needed which includes the pilings and decking. The city contracted with Transystems Engineering Firm for the design and plans for each pier to place out for public bid.

Transystems completed the design and permitting with the City and Pinellas County for a removal and replace in the same footprint as the old. A Request for Proposal (RFP) was placed out for public bids on October 11, 2023, with a mandatory pre bid meeting held on October 24, 2023 on site for any questions or concerns. There were 3 companies that attended the pre bid meeting and only 2 who submitted. In the bid we requested a total cost replacement per dock, a cost per piling if drilling was needed, labor to install the ADA handrail that the city will purchase separately from a separate vendor to keep cost down. The lowest bidder came in at a total cost for both pier demo and replacement at \$119,715.00 with a possible addition of \$36,750.00 (maximum piling drilling) whereas the 2nd bidder came in at \$369,544.17 for both piers with a possible \$159,434 (piling drilling). There are 49 pilings between both docks that may require drilling to get to the correct depth per the engineered plans. We requested that

the contractors bid with a per piling drilling cost rather than increasing the bid and drilling each one. There is 330 LF of ADA Fishing Handrail that the city will purchase directly from 2 local vendors to save cost. The handrail will consist of aluminum to match the beach access walkovers and current fishing pier located at ROC Park. The handrail will be directly delivered to the park and installed by the contractor. The purchase price of the handrail is an additional \$42,900.00.

Fiscal Impact

FY 24 has \$125,000 Budgeted for the Patriot Park Dock Replacement. The definite total cost of the project with the handrail is \$162,615.00 with a possible additional cost of \$36,750.00 for the piling drilling. Staff has budgeted additional park maintenance cost in the Archibald fund that can cover the additional fees not anticipated during budgeting time.

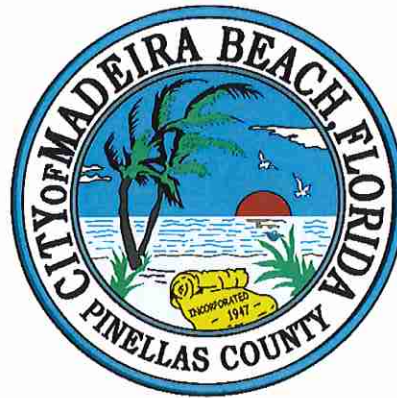
Recommendation(s)

Staff Recommends the Board of Commissioners accept the bid as submitted and approve Speeler Companies to move forward with the Patriot Park Dock Replacement for \$119,715.00.

Staff also recommends the Board of Commissioners approve the purchase of the 330 LF of ADA fishing handrail from Pristine Welding for \$42,900.00.00.

Attachments

- Speeler CO. Submittal
- Fender Marine Submittal
- Handrail quotes
 - Gator Dock
 - Pristine Welding



City of Madeira Beach

Request for Proposal (RFP)

RFP# 2023-09

Patriot Park Dock Replacement

Due by 10:00 AM November 7, 2023

City Hall

300 Municipal Drive

Madeira Beach, Florida 33708

PURPOSE AND INTRODUCTION

The City of Madeira Beach, Florida ("City") is requesting Proposals from Florida certified, licensed and otherwise qualified Contractors ("CONTRACTOR"), one of which may be selected by the City to enter into a Contract for the construction of a project known as the **"RFP No. 2023-09 Patriot Park Dock Replacement"** on City-owned property located at 424 150th Ave. in Madeira Beach, Pinellas County, Florida. The subject site is located within the City of Madeira Beach. See attached plans for full specs. The docks will be demoed and rebuilt per the attached Approved Permit Drawings and Permit Conditions. Permits have been acquired by Madeira Beach and Pinellas County.

MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 10:00 a.m., on Tuesday, October 24, 2023, to be held on site at Patriot Park located at 424 150th Ave. in Madeira Beach, Florida. All persons and CONTRACTORS planning to submit a Proposal are required to attend this meeting, which will outline the project as described in this RFP and provide an opportunity for questions and answers for all interested persons. Contractors must allow sufficient time to ensure arrival prior to the indicated time. **PEOPLE ARRIVING PAST THE INDICATED TIME WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. PROPOSALS FROM THOSE WHO HAVE FAILED TO ATTEND WILL NOT BE OPENED.**

All Proposals must be submitted to the city in a sealed envelope and clearly marked: **"City RFP No. 2023-09 Patriot Park Dock Replacement"**. All Proposals must be received in the Office of the City Clerk no later than 10:00 a.m. on Thursday, November 9, 2023, where they will be opened in a public forum at 10:30 a.m., on that same day. One (1) USB in PDF Format must be submitted. Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the City in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.madeirabeachfl.gov, to all interested persons identified by the City as having received the bid documents. The Bidder is required to check the site to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such an addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bidders must allow sufficient time to ensure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.

Any responses received by the office of the City Clerk after the due date and time specified in this RFP will not be considered and will be returned unopened.

Corrections of any kind to any RFP must be initiated by an authorized representative of the CONTRACTOR. All Proposals must contain a manual signature of an authorized CONTRACTOR representative.

CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Proposals in writing to the following City representative. Questions must be submitted by the date listed in the calendar of events below.

Megan Wepfer
Public Works Director
300 Municipal Dr.
Madeira Beach, Florida 33708
(727) 391-9951 Ext 401
mwepfer@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked “RFP #2023-09 Patriot Park Dock Replacement” on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

The City of Madeira Beach reserves the right to reject any or all Proposals, to waive technical specifications or deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

CALENDAR OF EVENTS

- | | |
|------------------------------|---|
| A. October 11, 2023, | Request for Proposal (RFP) release date |
| B. October 24, 2023, | Mandatory Pre-Bid Meeting |
| C. October 30, 2023, | Questions due |
| D. November 2, 2023, | Answers / Clarification Posted |
| E. November 9, 2023, | Bid Due 10:00 AM at City Hall |
| F. November 9, 2023, | Bid Opening 10:30 AM at City Hall |
| G. November 22, 2023, | Tentative BOC Workshop Discussion |
| H. December 13, 2023, | Tentative Bid & Contract award |

SUBMITTAL REQUIREMENTS

Proposals shall include the following:

1. One (1) electronic copy (USB- PDF Format)
2. Completed Statement of Qualifications
3. Completed References form, containing at least five (5) professional references, including current contact name and phone number for similar contracts.
4. Completed Proposal Form
5. Certifications and business licenses.
 - a. Include proof of corporation (sunbiz.org Division of Corporations)
6. Proof of Insurance as listed in the insurance section.
7. Signed contract with all exhibits signed and notarized.

ADDITIONAL CONDITIONS

- The “CITY” reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the “CITY,” the proposals shall become the property of the “CITY” without compensation to the proponent, for disposition or usage by the

“CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.

- Costs to Prepare Responses: The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals. RFP 2023-08: On-Call Electrical Services 6
- Equal Employment Opportunity: During the performance of this Contract, the “CONTRACTOR” agrees as follows: The “CONTRACTOR” will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the “CITY,” as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law. A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract to provide any goods or services to a public entity, may not submit a bid 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 a public entity, and may not transact business with any public entity in excess of the threshold amount supplied in Section 287.017, Florida Statutes, for CATEGORY TWO for a 16 period of thirty-six (36) months from the date of being placed on the convicted vendors list.

SCOPE OF SERVICES

This project consists of the removal and replacement of two dock in patriot park. The first dock terminal platform is 80’X 10’ with a 10’ X 20’ walkway and the second has a 20’ X 25’ terminal platform with a 10.1’ X 20.3’ walkway. Both docks will be removed, and the contractor will be responsible for disposal. The total project square footage is 1705.2 feet with a total number of 48 pilings between the 2 docks.

DESCRIPTION OF WORK

There are two (2) docks located at Patriot Park that are utilized for fishing and observation. These docks will be removed entirely and replaced with all new. All new includes pilings, stringers, hardware, decking, and piling caps. The CONTRACTOR will be responsible for the disposal of all demo materials from the old and the building of the new. Plans are attached. A permit has been obtained from Madeira

Beach and Pinellas County for this project. The CONTRACTOR will be responsible for calling in all inspections to the city of Madeira Beach per permit checklist.

CRITERIA FOR SELECTION OF CONTRACTORS

Proposals shall be reviewed by a selection committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked Contractor shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with Florida Statutes.

In evaluating Bidders, Owner may consider the qualifications of Bidders and the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

Evaluation Scoring Criteria	Possible Points
Capability and qualifications of the proposer	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	15
Resources and Availability – include a list of subcontractors	15
Client References and past performance	15
Total Bid Cost	35
Total	

AWARD

It is understood that the “CITY” of Madeira Beach is not obligated to make an award under, or because of, this RFP or to award such contract. The “CITY” of Madeira Beach reserves the right to award such contract, if any, to the best qualified Respondent(s). The “CITY” of Madeira Beach has the sole discretion and reserves the right to cancel this RFP, and to reject all proposal packages, to waive all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the “CITY” of Madeira Beach’s best interest to do so.



6111 142nd Ave. N.
Clearwater, FL 33760
Office (727) 535-5735
Fax (727) 535-6041
www.speeler.com

City of Madeira Beach RFP#2023-09
Patriot Park Dock Replacement
Statement of Qualification

Speeler Foundations, Inc. is a well-respected marine construction company located in Pinellas County. Our work spans all of Pinellas County, including residential, commercial, and governmental projects. In addition to the numerous residential projects, we have completed work several cities, including Madeira Beach, Gulfport, St. Petersburg, Indian Shores & Clearwater, as well as the Florida Fish & Wildlife Commission, the St. Petersburg Sheriff's Dept., Pinellas County Water & Navigation, and the Coast Guard.

We thoroughly understand the scope of work requested in RFP#2023-09 and feel that we are highly qualified to perform this work.

We obtain our quality materials from Decks & Docks Lumber Company & Owens Corning WearDeck. We are a self-sufficient marine construction company and perform all of our own construction work. For this project, we would subcontract the piling wrapping portion of the work to Coastal Dock Concepts.

Work can commence construction within 30 – 60 working days(Monday – Friday) after being awarded bid.

If you need any further information, please let me know.

Thank you,

Douglas R. Speeler, Jr.

STATEMENT OF QUALIFICATIONS

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

- 1. Name of Contractor: Douglas Speeler Jr
 - 2. Name of Business (if different than #1): Speeler Foundations, Inc
 - 3. Form of Entity: S- Corp
 - 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):
6111 142nd Ave N Clearwater, FL 33760 727-535-5735
 - 5. Date Organized: September 5, 2000 Type text here
 - 6. Where Organized: Pinellas, Florida
 - 7. How many years have you been engaged in the Marine Dock building under your present name; also, state names and dates of previous business names, if any. 23 years
 - 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: No
 - 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: No
 - 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: Loggerhead Marina Dec12,2022- until completed
 - 11. List your key personnel available for this contract.: Jeff Patterson & Heather Borsh
- The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

Dasz
Authorized Signature

11/22/23
Date Signed

NOTARY

State of: Florida

County of: Pinellas

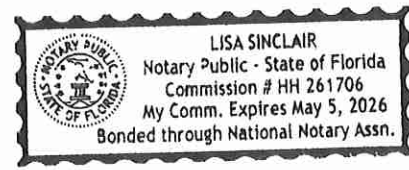
Sworn to and subscribed before me this 22nd day of November, 2023

Personally Known or Produced Identification _____
(Specify Type of Identification)

Signature of Notary *Lisa Sinclair*

My Commission Expires May 5, 2026

(seal)



REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Ed Shaughnessy

Business Name Belleair Country Club

Business Address One Country Club Way

Contact Phone 727-461-7171

Contact Email ed@belleaircc.com Other

Information (describe): Dock construction & boat lift installation

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Sam Lowrey

Business Name Gulfport Marina LLC- Marine Max

Business Address 6810 Gulfport Blvd S So. Pasadena 33707

Contact Phone 727-228-7672

Contact Email sam.lowrey@marinemax.com Other _____

Information (describe):

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Bob Lyons

Business Name Sunwest Construction - Multiple projects

Business Address 20001 Gulf Blvd Ste #1 Indian Shores 33785

Contact Phone 727-330-7772

Contact Email bob@sunwestconstructionllc.com Other

Information (describe):

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Dave Travis

Business Name Travis Corp of Pinellas

Business Address 9293 Bay Pines Blvd Seminole 33708

Contact Phone 727-639-7203

Contact Email davetravis@baypinesmarina.com Other

Information (describe): Dock rebuild & boat lift install

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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- Property damage liability \$1,000,000.00 each occurrence

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REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Terry Russell

Business Name Harborside Boat Club Madeira Beach

Business Address 20001 Gulf Blvd #5 Indian Shores 33785

Contact Phone 727-517-6143

Contact Email trussell@krmanagement.com Other

Information (describe): Dock rebuild

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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NO COLLUSION

By offering a submission to this Request for Proposal, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate it at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the Board of Commissioners, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Contractor shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

COMPLIANCE WITH ALL APPLICABLE LAWS

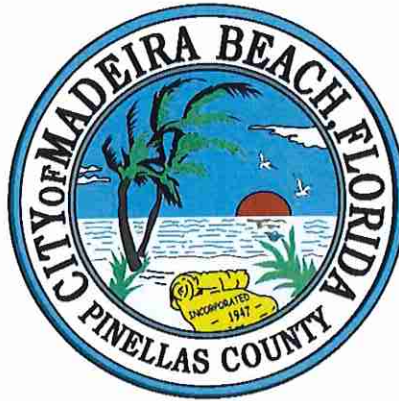
Respondents shall comply with all applicable local, state, and federal laws and codes.

PROPOSAL PACKAGE SECTIONS

The Respondent shall organize its proposal package into the following major sections:

- A. Statement of Qualification: To be submitted on the “CONTRACTOR” letterhead. The statement of interest shall:
 - Concisely state the “CONTRACTOR”’s understanding of the RFP.
 - Include additional relevant information not requested elsewhere in the RFP.
 - The signature on the statement shall be that of a person authorized to represent and bind the “CONTRACTOR”
- B. References- current, or recent project relating to the RFP.
 - Provide a minimum of five (5) references for work performed like the scope of this RFP.
- C. Proposal Form - signed and completed.
- D. CONTRACTOR Profile – Completed
- E. Hold Harmless Agreement – signed and completed.
- F. Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form- signed and completed.
- G. Immigration Affidavit certification- Signed and completed.
- H. Bid Tabulation Form
- I. Contractors Licenses
- J. Certificate of Insurance
- K. Signed Agreement for Dock replacement.
 - Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
 - Exhibit B Drug Free Workplace Certificate – Signed and completed.

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Douglas Speeler Jr

Name of Person Submitting Proposals Douglas Speeler Jr

PROPOSER ACKNOWLEDGMENT

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

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
<u>#1</u>	<u>11/2/2023</u>
<u>#2</u>	<u>11/16/2023</u>
<u>#3</u>	<u>11/20/2023</u>

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

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature 

Date 11/22/23

RFP Number 2023-09 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

“CONTRACTOR” PROFILE

Speeler Foundations Inc.

Submitted by (Company Name)

Circle one of the following:

Corporation

Partnership

Individual

Joint Venture

Other Describe: _____

Florida Contractor License Number: C-8853 & C-6981

Expiration Date: 9/30/2024 Unique Entity ID: _____ FEIN: 59-3669172

Office Location: 6111 142nd Ave N Clearwater, FL 33760 727-535-5735

Number of people in your organization: 46

Length of time the Contractor has been doing business under this name in Florida: 23 years.

Length of time your firm has provided services to governmental clients: 23 years.

Under what other name(s) has your firm operated: Speeler Companies

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

NO

If yes, Include a detailed explanation.

HOLD HARMLESS AGREEMENT

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

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

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

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

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

Douglas Speeler Jr
Contractor/ "CONTRACTOR"- Printed Name


Signature

Patriot Park Dock Replacement
Project Name

11/22/23
Date

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

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

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach
By Douglas Speeler Jr
(Print individual's name and title)
for Speeler Foundations Inc.
(Print name of entity submitting sworn statement)
whose business address is 6111 142nd Ave N Clearwater, FL 33760 and (if applicable) its
Federal Employer Identification Number (FEIN) is 59-3669172.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
NO Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
NO The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

NO The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

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

[Signature]
Authorized Signature
11/24/23
Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 22 day of NOV, 2023

Personally Known [Signature] or Produced Identification _____

(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires May 5 2026

(seal)



This document must be completed and returned with your submission.

IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

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

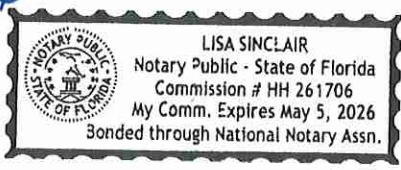
Company Name: Speeler Foundations Inc.
Print Name: Douglas Speeler Jr Title: President
Signature: [Handwritten Signature] Date: 11/22/23
State of: Pinellas Florida
County of: Pinellas
Sworn to and subscribed before me this 22 day of NOV, 2023

Personally Known Y or Produced Identification _____
(Specify Type of Identification)

[Handwritten Signature]
Signature of Notary

My Commission Expires May 5 2026

(seal)



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

BID TABULATION FORM

Description	UNIT	EST. QUAN.	UNIT PRICE	AMOUNT
West Dock Total Cost	LS	1	\$	\$ 52,225.00
East Dock Total Cost	LS	1	\$	\$ 67,490.00
TOTAL Project cost				\$ 119,715.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) \$ 119,715.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$ _____
One Hundred Nineteen Thousand Seven Hundred Fifteen & 00/100 Dollars

NOTE: All material(rail, top board, bait shelf) and fasteners for handrail to be provided by City of Madeira Beach. Cost only includes installation of provided materials.

Signature: 

Printed Name: Douglas Speeler Jr.

Date: 11/22/23

EXHIBIT A
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Douglas Speeler Jr [print individual's name and title]

for Speeler Foundations Inc.

[print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave N Clearwater, FL 33760

and Federal Employer Identification Number (FEIN) is 59-3669172, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 226-61-1431

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

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

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

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

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

shall be executed by an authorized agent of the entity or the individual.

[Signature]
Authorized Signature

11/22/23
Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 22 day of Nov, 2023

Personally Known [initials] or Produced Identification _____

(Specify Type of Identification)
[Signature] Signature of Notary

My Commission Expires May 5 2026

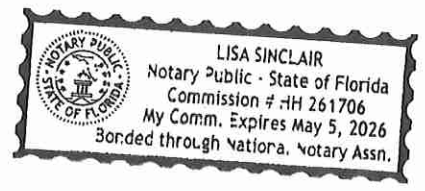


EXHIBIT B DRUG FREE WORKPLACE CERTIFICATION

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

This sworn statement is submitted to the City of Madeira Beach by Douglas Speeler Jr
[print individual's name and title]

for Speeler Foundations, Inc [print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave N Clearwater, FL 33760 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3669172 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 266-61-1431)

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS

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

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

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



 Authorized Signature

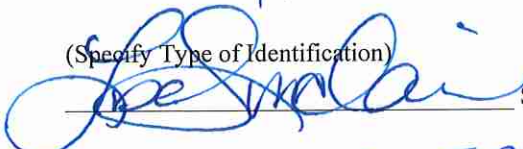
 11/22/23
 Date Signed

State of: Florida

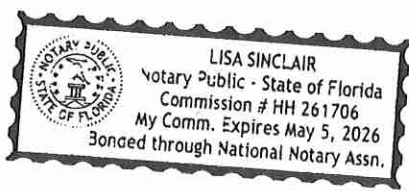
County of: Pinellas

Sworn to and subscribed before me this 22 day of Nov, 2023

Personally Known X or Produced Identification _____

(Specify Type of Identification)

 _____ Signature of Notary

My Commission Expires May 5 2026



C-6981

*Speeler, Douglas R
6111 142nd Avenue
Clearwater, FL 33760*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD
COMPETENCY CARD**

**THIS CERTIFIES THAT Douglas R Speeler Jr
DBA Speeler Foundations Inc**

**HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTYWIDE CERTIFICATE OF COMPETENCY NO.
C-6981**

**AND IS DULY CERTIFIED AS A(N)
Pile Driving Spec Contractor**

**IN GOOD STANDING UNTIL June 30, 2024
DATE OF ISSUANCE 09/20/2023**

*** Please cut out license along lines**

C-8853

*Speeler, Douglas R
6111 142nd Avenue N
Clearwater, FL 33760*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD
COMPETENCY CARD**

**THIS CERTIFIES THAT Douglas R Speeler Jr
DBA Speeler Foundations Inc**

**HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTYWIDE CERTIFICATE OF COMPETENCY NO.
C-8853**

**AND IS DULY CERTIFIED AS A(N)
Marine Specialty Contractor**

**IN GOOD STANDING UNTIL September 30, 2024
DATE OF ISSUANCE 09/20/2023**

*** Please cut out license along lines**



CERTIFICATE OF LIABILITY INSURANCE

Item 14C.

DATE (MM/DD/YYYY)
11/27/2023

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

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

PRODUCER		CONTACT NAME: Susan Kern, AAI CIC CPIW	
Stahl & Associates Insurance Inc.		PHONE (A/C, No, Ext): (813) 818-5300	FAX (A/C, No): (813) 818-5396
3939 Tampa Road		E-MAIL ADDRESS: susan.kern@stahlininsurance.com	
Oldsmar FL 34677		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Indemnity Insurance Co of North America	NAIC # 43575
		INSURER B: Auto Owners Insurance Co	18988
		INSURER C: American Interstate Insurance Co	31895
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 23-24 w/Auto REN 6/5/23 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			N10767118	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	Marine General Liability						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			4268393701	06/05/2023	06/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			N10767155	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCFL3145912023	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Includes USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crew Coverage/Jones Act Contractors Equipment			N10767076	01/01/2023	01/01/2024	Up to 12 Crew See Schedule \$1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Madeira Beach 300 Municipal Drive Madeira Beach FL 33708	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



**SPEELER
COMPANIES**
DOCKS | LIFTS | SEAWALLS
FOUNDATIONS

6111 142nd Ave. N.
Clearwater, FL 33760
Office (727) 535-5735
Fax (727) 535-6041
www.speeler.com

City of Madeira Beach RFP#2023-09
Patriot Park Dock Replacement

If it becomes necessary for Speeler Foundations, Inc. to use drilling in order to reach proper penetration for the docks, there will be a charge of \$750.00 per piling for any poles that must be drilled.

If you need any further information, please let me know.

Thank you,

Heather Borsh

STATEMENT OF QUALIFICATIONS

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

- 1. Name of Contractor: Fender Marine Construction
- 2. Name of Business (if different than #1): _____
- 3. Form of Entity: Corporation
- 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):
8010 Sunport Drive Unit 123 Orlando, FL 32809
- 5. Date Organized: 10/21/2021
- 6. Where Organized: Orlando, FL
- 7. How many years have you been engaged in the Marine Dock building under your present name; also, state names and dates of previous business names, if any. 2 Years under Fender Marine Construction and since 2001 under Cloud 9 Services DBA Fender Marine Construction
- 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: NO
- 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: NO
- 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: WDW Project Echo, Duke Energy Cofferdams, USCG Pier Replacement Port Canaveral
- 11. List your key personnel available for this contract.: Timothy Abbott

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

Timothy Abbott
 Authorized Signature
 11/27/2023
 Date Signed

NOTARY

State of: Florida

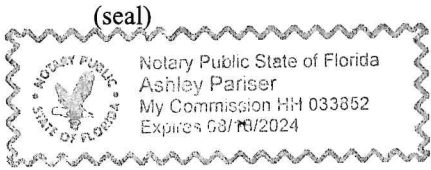
County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known x or Produced Identification Driver's License
(Specify Type of Identification)

Signature of Notary *Ashley Pariser*

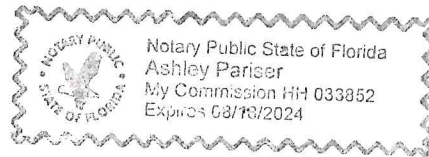
My Commission Expires 08/18/2024





STATEMENT OF QUALIFACTIONS

We Fender Marine Construction understand RFP#09-2023- Patriot Park Dock Replacement. We are proud members of the Florida Marine Contractors Association and have many years of experience completing Marine Construction in a lot of different areas such as: Boat Ramps, Boat Docks, Boat Ramps, Boardwalks, Seawalls, Cofferdams, Pile Driving, etc.



11/27/23

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name William Hawthorne

Business Name Toll Brothers

Business Address 2966 Commerce Park Dr. Suite 100, Orlando, FL 32819

Contact Phone 407-345-6008

Contact Email whawthorne@tollbrothers.com Other

Information (describe): Install 578LF of Aluminum Retaining Wall

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name USCG FDCC

Business Name USCG FDCC

Business Address Port Canaveral Pier Replacement

Contact Phone _____

Contact Email _____ Other

Information (describe): 65' of Pile Rebuild Bulk Head.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

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REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Mr. Lentz

Business Name Las Brisas Homeowners Association

Business Address 3001 S Atlantic Ave, New Smyrna Beach, FL 32169

Contact Phone (386) 427-6602

Contact Email fastlan1@bellsouth.net Other

Information (describe): Hurricane Nicole Seal Wall 290LF.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Ryan Kornder

Business Name D.H Griffin Wrecking Company

Business Address 2812 Airport Rd, Plant City, FL 33563

Contact Phone 813-365-0601

Contact Email rkornder@dhgriffin.com Other

Information (describe): 650Ft of Cofferdam Removal with 650FT beams.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

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INDEMNIFICATION

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REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Christian Walker

Business Name Walt Disney World

Business Address 1800 Live Oak Lane Orlando, FL 32830

Contact Phone 407-828-2034

Contact Email christian.s.walker@disney.com Other

Information (describe): Rebuild barge and Marina Pile Driving 18x5 Pipe Pile 12x12 Steel Plates.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

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Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

NO COLLUSION

By offering a submission to this Request for Proposal, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate it at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the Board of Commissioners, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Contractor shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

PROPOSAL PACKAGE SECTIONS

The Respondent shall organize its proposal package into the following major sections:

- A. Statement of Qualification: To be submitted on the “CONTRACTOR” letterhead. The statement of interest shall:
 - Concisely state the “CONTRACTOR”’s understanding of the RFP.
 - Include additional relevant information not requested elsewhere in the RFP.
 - The signature on the statement shall be that of a person authorized to represent and bind the “CONTRACTOR”
- B. References- current, or recent project relating to the RFP.
 - Provide a minimum of five (5) references for work performed like the scope of this RFP.
- C. Proposal Form - signed and completed.
- D. CONTRACTOR Profile – Completed
- E. Hold Harmless Agreement – signed and completed.
- F. Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form- signed and completed.
- G. Immigration Affidavit certification- Signed and completed.
- H. Bid Tabulation Form
- I. Contractors Licenses
- J. Certificate of Insurance
- K. Signed Agreement for Dock replacement.
 - Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
 - Exhibit B Drug Free Workplace Certificate – Signed and completed.

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Fender Marine Construction

Name of Person Submitting Proposals Timothy Abbott

PROPOSER ACKNOWLEDGMENT

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

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
<u>1</u>	<u>11/02/2023</u>
<u>2</u>	<u>11/16/2023</u>
<u>3</u>	<u>11/20/2023</u>

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

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature 

Date 11/27/2023

RFP Number 2023-09 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

“CONTRACTOR” PROFILE

Fender Marine Construction
Submitted by (Company Name)

Circle one of the following:

Corporation Partnership Individual Joint Venture

Other Describe: _____

Florida Contractor License Number: CBC1263789

Expiration Date: 08/31/2024 Unique Entity ID: SH8Q474THEE8 FEIN: 85-3598296

Office Location: 8010 Sunport Drive Unit 123 Orlando, FL 32809

Number of people in your organization: 31

Length of time the Contractor has been doing business under this name in Florida: 2 years.

Length of time your firm has provided services to governmental clients: 2 years.

Under what other name(s) has your firm operated: Cloud 9 Services DBA Fender Marine Construction

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES **NO**

If yes, Include a detailed explanation. _____

HOLD HARMLESS AGREEMENT

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

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

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

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

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

Timothy Abbott
Contractor/ "CONTRACTOR"- Printed Name


Signature

RFP# 2023-09 Patriot Park Dock Replacement
Project Name

11/27/2023
Date

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

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

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach

By Timothy Abbott -Contractor
(Print individual's name and title)

for Fender Marine Construction
(Print name of entity submitting sworn statement)

whose business address is 8010 Sunport Drive Unit 123 Orlando, FL 32809 and (if applicable) its Federal Employer Identification Number (FEIN) is 85-3598296.

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

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

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

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

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

[Signature]
Authorized Signature
11/27/2023
Date Signed

State of: Florida

County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known x or Produced Identification drivers license

(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires 08/18/2024



This document must be completed and returned with your submission.

IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants/Bidders



November 27, 2023

Megan Wepfer
City of Madeira Beach
Public Works Director

Re: Pre-Drill Pile for Patriot Park Dock Replacement

Dear Megan,

We have created the following line item based on Addendum #3 question #5.

5. Add a line item for drilling pilings.

Response: See revised Bid Item List with pile drilling line item added.

Clarifications:

We must be granted access to the site within 80' from the centrepin of the 100-ton Rough Terrain crane to the farthest pile. The crane will be used to lift the auger and leads to pre-drill for the pile.

Our operations may damage the existing concrete, pavement, and some shrubs. We will endeavor to keep the damage to a minimum; however, we have not included the restoration of the concrete, pavement, or landscaping in our proposal.

The total price to mobilize and demobilize equipment necessary to drill the pile is \$46,048.00

The price per pile after mobilization is \$2,314.00

FenderMarineConstruction.com
sales@FenderMarine.com
P. (407)481-8383

8010 Sunport Drive Suite 123
Orlando, FL 32809
www.fendermarine.com

Florida State Certified General Contractor CBC1263789

are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant/Bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant/Bidder's proposal as nonresponsive.

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

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

Company Name: Fender Marine Construction

Print Name: Timothy Abbott Title: Contractor

Signature [Handwritten Signature] Date: 11/29/2023

State of: Florida

County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

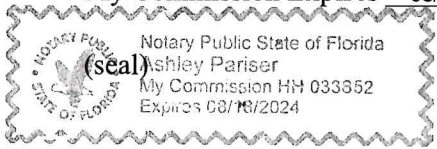
Personally Known or Produced Identification Drivers License

(Specify Type of Identification)

[Handwritten Signature]

Signature of Notary

My Commission Expires 08/18/2024



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


BID TABULATION FORM

Description	UNIT	EST. QUAN.	UNIT PRICE	AMOUNT
West Dock Total Cost	LS	1	\$ 168,383.50	\$ 168,383.50

East Dock Total Cost	LS	1	\$ 201,160.67	\$ 201,160.67
TOTAL Project cost				\$ 369,544.17

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) \$ 369,544.17

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$ three hundred sixty
nine thousand five hundred forty four dollars and seventeen cents.

Signature:  _____

Printed Name: Timothy Abbott _____

Date: 11/27/2023 _____

EXHIBIT A
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ABBOTT, TIMOTHY ERNEST

FENDER MARINE CONSTRUCTION, INC
8010 SUNPORT DRIVE SUITE 123
ORLANDO FL 32809

LICENSE NUMBER: CBC1263789

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Fender Marine Construction, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8010 Sunport Drive Suite 123

6 City, state, and ZIP code
Orlando, FL 32809

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	5	-	3	5	9	8	2	9	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Bonnie Roberts* Date ▶ *3/22/22*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

This Organization Participates in E-Verify

Esta Organización Participa en E-Verify

E-Verify



This employer participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S.

If E-Verify cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue before the employer can take any action against you, including terminating your employment.

Employers can only use E-Verify once you have accepted a job offer and completed the Form I-9.

E-Verify Works for Everyone

For more information on E-Verify, or if you believe that your employer has violated its E-Verify responsibilities, please contact DHS.

Este empleador participa en E-Verify y proporcionará al gobierno federal la información de su Formulario I-9 para confirmar que usted está autorizado para trabajar en los EE.UU..

Si E-Verify no puede confirmar que usted está autorizado para trabajar, este empleador está requerido a darle instrucciones por escrito y una oportunidad de contactar al Departamento de Seguridad Nacional (DHS) o a la Administración del Seguro Social (SSA) para que pueda empezar a resolver el problema antes de que el empleador pueda tomar cualquier acción en su contra, incluyendo la terminación de su empleo.

Los empleadores sólo pueden utilizar E-Verify una vez que usted haya aceptado una oferta de trabajo y completado el Formulario I-9.

E-Verify Funciona Para Todos

Para más información sobre E-Verify, o si usted cree que su empleador ha violado sus responsabilidades de E-Verify, por favor contacte a DHS.

888-897-7781

E-Verify.gov



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English / Spanish Poster

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Fender Marine Construction [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Fender Marine Construction [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]

Print Name: Tim Abbott

Date: 11/27/2023

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11/27/2023 (date) by Timothy Abbott (name of officer or agent, title of officer or agent) of Senior Estimator (name of contractor company acknowledging), a Fender Marine Construction (state or place of incorporation) corporation, on behalf of the corporation. **He/she is personally known to me** or has produced Drivers License (type of identification) as identification.



[Signature]
Notary Public

Ashley Pariser
Name typed, printed or stamped

My Commission Expires: 08/18/2024



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
FENDER MARINE CONSTRUCTION, INC.

Filing Information

Document Number	P21000089399
FEI/EIN Number	85-3598296
Date Filed	10/12/2021
Effective Date	10/09/2020
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	12/13/2021
Event Effective Date	NONE

Principal Address

8010 Sunport Drive
Unite 123
Orlando, FL 32809

Changed: 08/29/2022

Mailing Address

8010 Sunport Drive
Unite 123
Orlando, FL 32809

Changed: 08/29/2022

Registered Agent Name & Address

FENDER, RICK
8010 Sunport Drive
Unite 123
Orlando, FL 32809

Address Changed: 08/29/2022

Officer/Director Detail

Name & Address

Title BOARD of DIRECTORS

Item 14C.

FENDER, RICHARD
8010 SUNPORT DR
UNIT 123
ORLANDO, FL 32809

Title CEO

Hallameyer, Christopher T
8010 Sunport Drive
Unite 123
Orlando, FL 32809

Title CFO

Recenello, John
8010 Sunport Drive
Unite 123
Orlando, FL 32809

Title COO

Heatherly , John
8010 Sunport Drive
Unite 123
Orlando, FL 32809

Annual Reports

Report Year	Filed Date
2023	01/08/2023
2023	08/15/2023
2023	11/09/2023

Document Images

11/09/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
08/15/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2023 -- ANNUAL REPORT	View image in PDF format
08/29/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
12/13/2021 -- Amended and Restated Articles	View image in PDF format
10/12/2021 -- Domestic Profit	View image in PDF format

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This sworn statement is submitted to the CITY OF MADEIRA BEACH by Timothy Abbott- Contractor
[print individual's name and title]

for Fender Marine Construction
[print name of entity submitting sworn statement]

whose business address is: 8010 Sunport Drive Unit 123 Orlando, FL 32809

and Federal Employer Identification Number (FEIN) is 85-3598296, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

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

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

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

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



Authorized Signature

11/27/2023
Date Signed

State of: Florida

County of: Orange

Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known x or Produced Identification Drivers License

(Specify Type of Identification)

Ashley Pariser Signature of Notary

My Commission Expires 08/18/2024




EXHIBIT B DRUG FREE WORKPLACE CERTIFICATION

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

This sworn statement is submitted to the City of Madeira Beach by Timothy Abbott-Contractor

[print individual's name and title]

for Fender Marine Construction [print name of entity submitting sworn statement]whose business address is: 8010 Sunport Drive Unit 123 Orlando, FL 32809 and (ifapplicable) its Federal Employer Identification Number (FEIN) is 85-3598296 (If the entity has no FEIN,include the Social Security Number of the individual signing this sworn statement: 

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

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

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

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

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or

- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

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



Authorized Signature

11/27/2023

Date Signed

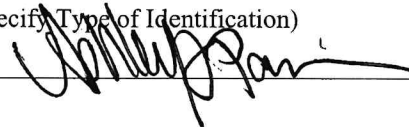
State of: Florida

County of: Orange

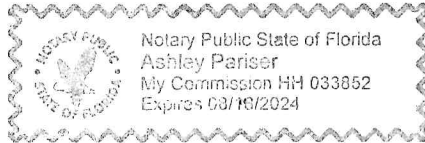
Sworn to and subscribed before me this 27 day of November, 2023.

Personally Known X or Produced Identification Drivers License

(Specify Type of Identification)

 Signature of Notary

My Commission Expires 08/18/2024





300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

Addendum #1

1. Questions / Clarifications to be posted by 5:00 PM November 16, 202.
 - a. We are waiting on details on the Aluminum handrail.
2. Bid Due November 23, 2023 at 10:00 AM
3. Bid Opening November 23, 2023 at 10:30 AM



300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

Addendum #2

1. Questions / Clarifications to be posted by 5:00 PM November 21, 202.
 - a. We are waiting on details on the Aluminum handrail.
2. Bid Due November 28, 2023 at 10:00 AM
3. Bid Opening November 28, 2023 at 10:30 AM



City of Madeira Beach

ADDENDUM #3

A. To the drawings and specifications to Patriot Park Dock Demo / Rebuild, RFP# 2023-09. Revision to the dock ADA compliant handrail.

1. *The handrails and fasteners will be purchased by the City of Madeira Beach through a direct purchase from the manufacturer. The City will coordinate delivery of the handrails to the project site. The Dock contractor will be responsible for installing the handrails on the dock and the fee for handrail installation must be included in the bid price for the construction of the dock.*

B. Submitted Contractor questions:

RFP 2023-09 Patriot Park Dock Reconstruction Per Bid meeting clarifications 10-24-23

1. Have a alternate line item for Aluminum Handrail option
Response: See A. above for handrail to be installed by the contractor.
2. 4x4 with blocking in between
Response: See revised dock drawings and specifications, blocking not needed for handrail fastening.
3. The top handrail is 2x6 not 2x4.
Response: Top handrail to be furnished with handrails.
4. Handrail piling is not notched, bolted all the way through.
Response: see revised dock drawings and specifications, piling is not notched.
5. Add a line item for drilling pilings.
Response: See revised Bid Item List with pile drilling line item added.
6. The city will coordinate the closing of the park and safety fence during the project.
Response: The City will fence off a portion of the park to allow the contactor sufficient room to work and provide a laydown area for the duration of the construction of the docks.

- 7. Bolt handrails all the way through the pilings
Response: See revised Dock drawings, handrails to be through bolted through perimeter stringers.
- 8. Install a 4x4 between the seawall and piling to close the gap before the handrail starts.
Response: 4 x 4 not needed with new handrail design.
- 9. The city will talk with Gator to purchase the materials directly.
Response: Aluminum handrails will be furnished by the City.
- 10. The City will allow staging on the park property, exact location will be determined at contract negotiations
Response: Yes, see above.
- 11. Can we switch the decking to 1x6 instead of 2x6?
Response: For the bid, please use 2 x 6 decking
- 12. Are 10" tip piling necessary? We use 8" tip standard that are a lot less money
Response: For the bid, please use 10 inch tip piling
- 13. The drawings show a 12" minimum overhang where drop down rail sections are. In some of the spots, it is impossible to do it. The way that drawing is we were wondering if those can be eliminated because they serve no purpose
Response: The 12 inch overhang is required to meet ADA compliance. See revised drawings. The decking will need to be trimmed around the railing supports where the deck is extended 12 inches.

Please direct all technical inquiries concerning this Request for Proposals in writing to the following City representative. Questions must be submitted by the date listed in the calendar of events below.

Megan Wepfer
Public Works Director
300 Municipal Dr.
Madeira Beach, Florida 33708
(727) 391-9951 Ext 401
mwepfer@madeirabeachfl.gov

CALENDAR OF EVENTS

- A. October 23, 2023, Questions due
- B. November 21, 2023, Answers / Clarification Posted
- C. November 28, 2023, Bid Due 10:00 AM at City Hall
- D. November 28, 2023, Bid Opening 10:30 AM at City Hall
- E. December 13, 2023, Tentative BOC Workshop Discussion
- F. January 10, 2024, Tentative Bid & Contract award



ATTACHMENTS:

1. Revised dock plans and specifications drawing.



300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

Clarification #1

1. Page 1 (cover sheet) states the bid is due by November 7, 2023. However, the following page states that the bids must be received no later than 10am on November 9, 2023.
 - a. Bids are due Thursday November 9th at 10:00 AM.



Pristine Welding & Fabrication

Zachery Willis
 5577 64th Way N Unit H
 St Petersburg, FL, 33759
 (859)912-0626
 zchwillis@yahoo.com

E Item 14C.

ESTD
 DATE
 Dec 6, 2023

TOTAL
 USD \$42,900.00

TO

City of Madeira Beach

+17275438154

Mwepfer@madeirabeachfl.gov

DESCRIPTION	RATE	QTY	AMOUNT
Aluminum Railing 42" Aluminum Fisherman Railing	\$130.00	330	\$42,900.00
SUBTOTAL			\$42,900.00
TAX (0%)			\$0.00
TOTAL			USD \$42,900.00

	<u>Cost Per</u>	<u>Length</u>	<u>Total Cost</u>
42" ADA fishing rail (alum. rail & post w/ composite top rail)	\$ 142/L.F.	330 / L.F.	\$46,860.00
Freight			\$ 550
Total			\$47,360.00

Anchor bolts not included
 Prices are for mill finish aluminum, mounting hardware & installation by others.
 Prices quoted are assuming flat, straight runs.
 Price does not include any applicable taxes