



**BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA  
Wednesday, March 13, 2024 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. TI/MB Chamber of Commerce 2023 Community Partner of the Year**

**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 that is on the agenda. Public comment on agenda items will be allowed when they come up.*

*If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. It is not mandatory to complete a comment card.*

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

**8. APPROVAL OF MINUTES**

- [A.](#) 2024-02-14, BOC Regular Meeting Minutes
- [B.](#) 2024-02-28, BOC Special Meeting Minutes
- [C.](#) 2024-02-28, BOC Regular Workshop Meeting Minutes

## **9. CONSENT AGENDA**

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

## **10. PUBLIC HEARINGS**

- [A.](#) Ordinance 2024-02 Open Accessory Structures, First Reading and Public Hearing
- [B.](#) Ordinance 2024-03, An Ordinance adopting a code provision regarding parking meter overtime and failure to pay provisions – 2nd Reading and Public Hearing
- [C.](#) Ordinance 2023-01 (John's Pass Village Activity Center Plan)
- [D.](#) Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center)

## **11. UNFINISHED BUSINESS**

## **12. CONTRACTS/AGREEMENTS**

- [A.](#) Code Enforcement/Satellite Office
- [B.](#) Approve Agreement with Network People for Security Focused Information Technology Support and Consulting Services
- [C.](#) RFQ 23-12, Planning Services to Create and Implement a New City Master Plan
- [D.](#) ADA Bus Purchase

## **13. NEW BUSINESS**

- [A.](#) Resolution 2024-01, Statewide Mutual Aid Agreement - 2023

## **14. STAFF REPORTS**

## **15. AGENDA SETTING - March 27, 2024, BOC Workshop Meeting**

- A. JPV Zoning
- B. CRS and LMS
- C. Master Plan
- D. Board of Commissioners Policy Handbook - Review for changes

E. RFP 2024-02 City Facility Cleaning Services bid discussion

F. RFP 2023-14 Coastal Groin Restoration bid discussion

## 16. REPORTS/CORRESPONDENCE

A. Board of Commissioners

B. City Attorney

C. City Clerk's Report - March 2024

D. City Manager's Report - February 2024

## 17. ADJOURNMENT

### **One or more Elected or Appointed Officials may be in attendance.**

*Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 232 or email a written request to [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov).*



**MINUTES**

**BOARD OF COMMISSIONERS  
REGULAR MEETING  
FEBRUARY 14, 2024  
6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on February 14, 2024, 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  
Anne-Marie Brooks, Commissioner District 4

**MEMBERS ABSENT:**

**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. All were present.

**4. APPROVAL OF THE AGENDA**

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

**ROLL CALL:**

Vice Mayor Kerr "YES"  
Commissioner Brooks "YES"

|                         |       |
|-------------------------|-------|
| Commissioner McGeehen   | "YES" |
| Commissioner Tagliarini | "YES" |
| Mayor Rostek            | "YES" |

The motion carried 5-0.

**5. PROCLAMATIONS**

There were no proclamations.

**6. PRESENTATIONS**

**A. Presentation - Gulf Beaches Rotary Contribution**

Members of the Gulf Beaches Rotary Club presented the City with its half of the proceeds from their annual Carnival to be held May 14<sup>th</sup> through May 17<sup>th</sup>. They thanked the City for its partnership.

**7. PUBLIC COMMENT**

Charlie Renier, a local fish house owner, expressed his frustration about being investigated. He asked the Commission for help.

Commissioner Brooks requested it be an item on a future workshop agenda so they could talk about the issues and the roles of the Commission.

**8. CONSENT AGENDA**

**A. Approval of Minutes**

- **2024-01-10, BOC Regular Meeting Minutes**
- **2024-01-24, 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" |
| Commissioner Brooks     | "YES" |
| Mayor Rostek            | "YES" |

The motion carried 5-0.

**9. PUBLIC HEARINGS**

**A. Ordinance 2024-01, Calling the March 19, 2024 Municipal Election - 2<sup>nd</sup> Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2024-01 by title only:

**ORDINANCE 2024-01**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 19, 2024, FOR THE PURPOSE OF PROVIDING FOR ONE CHARTER AMENDMENT; PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 19, 2024 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Commissioner Brooks motioned to adopt Ordinance 2024-01, Calling the March 19, 2024 Municipal Election, after 2<sup>nd</sup> Reading and Public Hearing. Commissioner McGeehen seconded the motion.

**ROLL CALL:**

|                         |       |
|-------------------------|-------|
| Commissioner Brooks     | "YES" |
| Commissioner McGeehen   | "YES" |
| Commissioner Tagliarini | "YES" |
| Vice Mayor Kerr         | "YES" |
| Mayor Rostek            | "YES" |

The motion carried 5-0.

**B. Ordinance 2024-03, An Ordinance adopting a code provision regarding parking meter overtime and failure to pay provisions – 1st Reading and Public Hearing**

City Attorney Tom Trask read Ordinance 2024-03 by title only:

**ORDINANCE 2024-03**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING SECTION 66-70 TO PROVIDE DUTIES OF VEHICLE OPERATORS TO ACTUATE PARKING METERS AND AMENDING**

**SECTION 66-72 TO PROVIDE FOR ADDITIONAL LIMITATIONS ON PARKING IN CITY PARKING LOTS AND BEACH ACCESS EASEMENTS IN CHAPTER 66 (TRAFFIC AND VEHICLES) OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Trask explained the purpose of the item is to make sure there are no challenges in the future. The City’s Code was unclear that there is a legal requirement to pay a parking meter fee. The City Manager said it provides better language.

Commissioner Tagliarini asked if there were specific incidents that occurred. The City Manager said they determined it needed to be more clear after looking at the language.

Commissioner McGeehen said he would be going for a ride-along with the Parking Enforcement Supervisor. He would like to pass out copies of the ordinance to the people.

Vice Mayor Kerr asked if any signs included the information in the ordinance. The City Manager said the signs remind people to pay to park. The biggest violations were people failing to park or continuing to pay and parking outside the lines.

Mayor Rostek opened to public comment.

[Name unclear] asked what the policy is for a disabled placard. The City Manager said any marked City space is free for a valid disabled placard.

Vice Mayor Kerr motioned to approve Ordinance 2024-03, an ordinance adopting a code provision regarding parking meter overtime and failure to pay provisions, after 1st Reading and Public Hearing. Commissioner Brooks seconded the motion.

**ROLL CALL:**

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

The motion carried 5-0.

**C. (2COP) Alcoholic Beverage License Application #2024-01 Osaka Japanese and Thai Restaurant of Madeira Beach**

City Attorney Tom Trask read the City’s code stating the procedures for the quasi-judicial hearing and asked the Commissioners if they had any ex parte communication or conflicts of interest to disclose. There were none. The parties were the City and the applicant, Osaka Japanese and Thai

Restaurant of Madeira Beach, 696 150<sup>th</sup> Avenue Madeira Beach, Fl 33708. There were no affected parties, and no one filed a notice of intent. Since there was no person other than the applicant, the City would present first.

The City Attorney administered the Oath to the witness, Andrew Morris, Long Range Planner. The applicant was not present.

### City Staff Presentation

#### **Background:**

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2024-01 is requesting authorization from the Board of Commissioners for the approval of a (2COP) alcoholic beverage license for the sale of beer and wine for consumption on premises at Osaka Japanese and Thai Restaurant of Madeira Beach located at 696 150<sup>th</sup> Avenue Madeira Beach, Florida 33708. This establishment is located in the C-3, Retail Commercial Zoning District. The future land use designation for the property is Commercial General.

Pursuant to Section 110-539, the Notice of Public Hearing has been 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, at the Gulf Beaches Public Library, City Hall, and the City of Madeira Beach website.

#### **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.**

Permitting Osaka Japanese and Thai Restaurant of Madeira Beach to serve beer and wine for consumption on premises would not adversely affect the character of the existing neighborhood. The existing neighborhood is mostly commercial uses. Within the past five years, there was previously a sushi restaurant (Hinata Japanese Steakhouse & Seafood) at this location that was approved for the same type of (2COP) alcoholic beverage license in 2016 (ASP#2016-02).

**(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.**

Previously a restaurant with a (2COP) alcoholic beverage license was located at this location. The minimum parking requirements of this property exceed the requirements of (sec. 110- 971). Additional traffic and congestion should not be created by the proposed alcohol use. The proposed alcohol use does not present a safety hazard.

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

This proposed alcohol use is compatible with the location. Other businesses in this shopping center also serve alcohol such as Slyce Madeira Beach, another restaurant within the same shopping center.



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

Public safety should not be adversely affected by Osaka Japanese and Thai Restaurant of Madeira Beach serving beer and wine for consumption on the premises. The restaurant is more than 300 feet away from any established church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. This 300-foot requirement is the minimum distance required for bars and clubs located in the C-3, Zoning District (sec. 110-530) and does not need to be met for Restaurants.

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

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

**Fiscal Impact:** N/A

**Recommendation(s):** Staff recommends the approval of ABP 2024-01.

**Attachments:**

Local Application

State Application

Floor Plan

Public Notice Mailing and Posting

The City Attorney asked if Mr. Morris wanted the entire agenda packet to be received into evidence. Mr. Morris said yes.

Mayor Rostek said there is a Social Security number on the application that should not be public information. The City Attorney said it would be redacted.

**Applicant Presentation**

The applicant was not present.

**Public Comment**

[No name given], resident at Sea Towers in Madeira Beach, spoke in favor of the restaurant.

Brian Niemi, American Legion Drive, said he is excited to have the restaurant coming to the neighborhood.

The City Attorney said the public portion of the meeting was closed. It was back to the Commission for a motion.

Vice Mayor Kerr motioned to approve (2COP) Alcoholic Beverage License Application #2024-01 Osaka Japanese and Thai Restaurant of Madeira Beach. Commissioner Tagliarini seconded the motion.

February 14, 2024, BOC Regular Meeting

Page 6 of 11

ROLL CALL:

|                         |       |
|-------------------------|-------|
| Vice Mayor Kerr         | "YES" |
| Commissioner Tagliarini | "YES" |
| Commissioner McGeehen   | "YES" |
| Commissioner Brooks     | "YES" |
| Mayor Rostek            | "YES" |

The motion carried 5-0.

**10. UNFINISHED BUSINESS**

**11. CONTRACTS/AGREEMENTS**

**A. Field Internship Agreement with SPC**

Fire Chief Clink Belk reviewed the item.

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

Commissioner Brooks motioned to approve the Field Internship Agreement with SPC. Commissioner McGeehen seconded the motion.

ROLL CALL:

|                         |       |
|-------------------------|-------|
| Commissioner Brooks     | "YES" |
| Commissioner McGeehen   | "YES" |
| Vice Mayor Kerr         | "YES" |
| Commissioner Tagliarini | "YES" |
| Mayor Rostek            | "YES" |

The motion carried 5-0.

**B. RFP #2023-11, Digital Information Sign Purchase**

The City Manager said the item was discussed at the last workshop, and Staff recommends proceeding with the low bid and purchase of the sign. Marina Manager Brian Crabtree said he spoke with Visit St. Pete/Clearwater, and there is a possibility for some funding for it.

Vice Mayor Kerr asked if it would be a problem if they entered the agreement before accepting any grant. Mr. Crabtree said no, they would get reimbursed.

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

Vice Mayor Kerr motioned to proceed with the low bid and purchase of the Digital Information Sign. Commissioner Tagliarini seconded the motion.

ROLL CALL:

|                         |       |
|-------------------------|-------|
| Vice Mayor Kerr         | "YES" |
| Commissioner Tagliarini | "YES" |
| Commissioner Brooks     | "YES" |
| Commissioner McGeehen   | "YES" |
| Mayor Rostek            | "YES" |

The motion carried 5-0.

**C. Purchase 2023 Chevy Silverado 5500 Regular Cab 2WD**

The City Manager said the item was discussed at the workshop and is part of the Capital Budget in the Public Works Department. It would replace a 2004 Ford F550 and serve as the chassis for the Duralift Bucket truck. The price of the truck was \$54,880, and there would be some additional cost, but it would not be over \$20,000.00. It would stay below the budgeted \$75,000.

Vice Mayor Kerr asked if they would repurpose the bucket and put it on a new chassis. The City Manager said yes.

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

Commissioner Brooks motioned to approve the purchase of a 2023 Chevy Silverado 5500 Regular Cab 2WD and not to exceed \$20,000 for the work that needed to be done. Commissioner McGeehen seconded the motion.

ROLL CALL:

|                         |       |
|-------------------------|-------|
| Commissioner Brooks     | "YES" |
| Commissioner McGeehen   | "YES" |
| Vice Mayor Kerr         | "YES" |
| Commissioner Tagliarini | "YES" |
| Mayor Rostek            | "YES" |

The motion carried 5-0.

**D. Fireworks Agreement**

Recreation Director Jay Hatch explained the item. The agreement would include four dates:

- March 16<sup>th</sup>
- May 4<sup>th</sup>
- July 3<sup>rd</sup>
- November 9<sup>th</sup>

A local company offered a barge for July 3<sup>rd</sup>, but details for it need to be finalized.

Vice Mayor Kerr asked where the barge would be located. Director Hatch said in the water between ROC Park and the American Legion.

Commissioner Tagliarini asked if Master Pyro Display, LLC is aware of the barge. Director Hatch said yes, and the fireworks can be detonated remotely. Commissioner Tagliarini asked if there was an alternative plan if they could not get the barge. Director Hatch said he is exploring other options just in case.

Commissioner Brooks said getting the fireworks back on a barge would be fantastic, and residents would be very pleased.

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

Commissioner Tagliarini motioned to approve the Fireworks Agreement with Master Pyro, LLC. Vice Mayor Kerr seconded the motion.

ROLL CALL:

|                         |       |
|-------------------------|-------|
| Commissioner Tagliarini | "YES" |
| Vice Mayor Kerr         | "YES" |
| Commissioner McGeehen   | "YES" |
| Commissioner Brooks     | "YES" |
| Mayor Rostek            | "YES" |

The motion carried 5-0.

**12. NEW BUSINESS**

**A. Tampa Bay Coastal Master Plan**

The City Manager said they received a request from the Tampa Bay Planning Council for a letter of support for a project proposal called the Tampa Bay Coastal Master Plan. He asked the Board for approval to submit the letter of support. It would not cost anything. Commissioner Brooks is the City’s representative with the Tampa Bay Regional Planning Council.

Commissioner Brooks said the Council assigned the City a community liaison who will be meeting with herself, the City Manager, and Planning and Zoning to see how the City could best utilize the Council.

Jamie Neville, Disaster Recovery Coordinator for the Tampa Bay Regional Planning Council, introduced herself as the City’s liaison. The goal is to figure out the needs of the City and see if there would be a way to connect their federal partners with grants to get the needs met.

Commissioner Brooks said she was recently at a meeting where the topic was water quality tests

and the lack of testing in Boca Ciega Bay. She was able to get information on how to possibly move forward with starting water quality testing. She thinks they will be able to utilize the Council a lot in the coming years.

Commissioner Brooks motioned to authorize the Mayor to execute the letter of support for the Tampa Bay Coastal Master Plan. Vice Mayor Kerr seconded the motion.

ROLL CALL:

|                         |       |
|-------------------------|-------|
| Commissioner Brooks     | "YES" |
| Vice Mayor Kerr         | "YES" |
| Commissioner Tagliarini | "YES" |
| Commissioner McGeehen   | "YES" |
| Mayor Rostek            | "YES" |

The motion carried 5-0.

**13. STAFF REPORTS**

There were no staff member reports.

**14. AGENDA SETTING – February 28, 2024 BOC Regular Workshop Meeting**

- A. Purchase Kubota Mini Excavator**
- B. City Hall Satellite Office**
- C. RFI 2023-14 Coastal Groin Restoration bid discussion**
- D. JPV Activity Center and Zoning**
- E. TBBCC Check Presentation**
- F. Master Plan**

Items added to the workshop agenda:

Commissioner Brooks

- 1. Discuss roles and responsibilities as Commission members.

**15. REPORTS/CORRESPONDENCE**

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

City Attorney Trask reviewed the following three items:

February 14, 2024, BOC Regular Meeting

1. Schooner litigation (Burke versus the City of Madeira Beach) - On February 1<sup>st</sup>, the appeal brought the case to a conclusion unless there is a further appeal. The appeal time is thirty days, which would be March 4<sup>th</sup>.
2. William Gay versus Hendricks, Andrews, Hodges, and Price - The City was successful in defending the case. The appeal time is thirty days which would be March 8<sup>th</sup>. In the case, Mr. Gay asked to be reimbursed by the City for his attorney fees, and the court denied it.
3. Fire Station litigation - A mediation is coming up, and the attorney representing the City will need direction from the Commission. He requested a Shade meeting on February 28, 2024, at 4:00 p.m. to provide a strategy relative to the case settlement.

#### **C. City Clerk's Report – February 2024**

The City Clerk reminded everyone that she included Madeira Beach history in the City Clerk's Report and hoped everyone had a chance to read it.

#### **D. City Manager's Reports – December 2023 and January 2024**

The City Manager reviewed the City Manager's Report for December 2023 and January 2024.

Vice Mayor Kerr asked what the balance is from the increased hourly parking rate going toward the new parking garage. Finance Director Andrew Laflin said almost a million dollars is dedicated to the parking garage.

#### **16. ADJOURNMENT**

Mayor Rostek adjourned the meeting at 7:23 p.m.

\_\_\_\_\_  
James "Jim" Rostek, Mayor

ATTEST:

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk



## MINUTES

### BOARD OF COMMISSIONERS SPECIAL MEETING FEBRUARY 28, 2024 4:00 P.M.

The City of Madeira Beach Board of Commissioners held a special meeting at 4:00 p.m. on February 28, 2024, 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  
Anne-Marie Brooks, Commissioner District 4

**MEMBERS ABSENT:**

**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 Jim Rostek called the meeting to order at 4:00 p.m.

#### 2. ROLL CALL

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

#### 3. PUBLIC COMMENT

There were no public comments.

#### 4. AGENDA ITEM TOPICS

Mayor Rostek announced:

- A. Upon adjournment of this open meeting, the Board of Commissioners shall commence an out of the sunshine meeting on the case of City of Madeira Beach vs. Wannemacher Jensen Architects, Inc. and Hennessy Construction Services Corp., Case #23-7114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

**B.** It is estimated that the meeting will take approximately one (1) hour, and

**C.** The names of the persons attending the session will be:

- Mayor James “Jim” Rostek
- Vice Mayor/Commissioner Ray Kerr
- Commissioner David Tagliarini
- Commissioner Eddie McGeehen
- Commissioner Anne-Marie Brooks
- City Manager Robin Gomez
- Attorney Thomas J. Trask
- Attorney Steffen LoCascio

**D.** Recess Meeting to hold out of Sunshine Meeting

The Mayor recessed the meeting at 4:02 p.m. to hold the out of the sunshine meeting.

**E.** Return to Public, Re-open Meeting to Public, and Announce that the Out of Sunshine Meeting has been Terminated.

The Mayor reconvened the special meeting at 4:54 p.m. and announced that the out of sunshine meeting had been terminated.

## **5. ADJOURNMENT**

Mayor Rostek adjourned the special meeting at 4:54 p.m.

---

James “Jim” Rostek, Mayor

ATTEST:

---

Clara VanBlargan, MMC, MSM, City Clerk





## MINUTES

### BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING FEBRUARY 28, 2024 6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on February 28, 2024, 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  
Anne-Marie Brooks, Commissioner District 4

**MEMBERS ABSENT:**

**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. All were present.

#### 3. PUBLIC COMMENT

John Connolly, Madeira Beach resident, asked if the access road at the Bicentennial Park could be used for loading and unloading kayaks. City Manager Gomez said it would be added to a future agenda.

#### 4. BOARD OF COMMISSIONERS

##### A. BOC Roles & Responsibilities

Commissioner Brooks said she wanted the item on the agenda to get clarification. The City Manager explained the roles and responsibilities of the Board of Commissioners as stated in the

City Charter and BOC Policy Handbook, which were included in the Agenda packet. The BOC Policy Handbook is reviewed within 90 days following the election.

Commissioner Brooks said they need to be mindful that they are elected officials and are there to serve the community as a whole, not to target any individual or business.

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

## **5. BUILDING DEPARTMENT**

### **A. Code Enforcement/Satellite Office**

Building Official Frank DeSantis asked the Commission permission to move forward with the Code Enforcement Satellite Office. An RFP went out in November 2023, and the lowest bid received was approximately \$220,000 from Mali Contracting Corp. It was budgeted for FY 2024 using the Building Department Funds. They could start construction immediately and have it done in about three months.

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

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

## **6. COMMUNITY DEVELOPMENT**

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

Community Development Director Jenny Rowan explained the item and introduced Hanna Shaffer, Urban Planner at Kimley-Horn. Ms. Shaffer introduced the project team and gave a PowerPoint presentation. The project would take about 12 months to complete, and it would be broken down into four phases. They wanted to create a plan that would be actionable and implementable. She responded to questions and comments from the Board:

- The City Engagement Phase would include a wide range of activities like traditional workshops, charrettes, and smaller group engagements. It would be mostly focused on resident feedback.
- The deliverables could look similar to the Duany Plan. They wanted to provide a plan that would work best for the city.
- They wanted to provide something feasible and implementable. All of their plans include things that could be done quick, short-term, mid-term, and long-term.
- The synergy between tourism and residents could be addressed in the plan and a guideline for what they want the City to look like in 20 years.
- Resiliency issues would be addressed in the plan.
- Kimley-Horn has an in-house grant expert to assist with federal and state grant opportunities.

### **B. John's Pass Village Activity Center Plan and Zoning**

Director Rowan gave a PowerPoint presentation and reviewed the item. The densities and intensities were corrected in John's Pass Village to be consistent with the Countywide Plan, and the Alternative Temporary Lodging Use Standard was adopted. The whole area is broken down into six character districts, which would be different zoning districts. The Board will vote on the Future Land Use Map at the next Board of Commissioners meeting. The Zoning Map will come in the future. The zoning does not reflect the character of what is built in the Village, and that will be corrected in the Land Use Map, the Comprehensive Plan, and the Zoning Map.

Director Rowan said Alternative Standards are only allowed with an approved Development Agreement. In order to use the Alternative Temporary Lodging Use Standards, Development Agreements must, at a minimum, include:

- A concurrency analysis
- Hurricane evacuation plans
- Mobility management
- Design considerations
- Operating characteristics and restrictions

The Board of Commissioners could ask for additional requirements. Anything over 2,001 square feet of building area would be considered a major site plan and would require a neighborhood meeting and Planning Commission review.

Director Rowan explained where they are in the process:

- Last week, the Countywide Plan established the Activity Center
- It goes to the Board at the March 13<sup>th</sup> meeting for final action
- Amend the Land Development Code to establish Activity Center zoning

Director Rowan and Long Range Planner Andrew Morris responded to questions and comments from the Board:

- Commercial use only looks at the Floor Area Ratio (FAR). Residential and temporary lodging looks at Units Per Acre (UPA) and FAR.
- The county uses the measurement depending on the type of land use, but Activity Centers are usually measured in all-inclusive FAR, making it more controlled.
- The word "existing" deals with the Code and not what is actually there now.
- The proposed UPA in the John's Pass Resort area is 60 UPA by right for temporary lodging up to 75-100, depending on the lot area size. A Planned Development can not violate the Future Land Use or the Special Area Plan.
- The county would have allowed 100 UPA by right.
- The primary goal is to bring the existing buildings into compliance.
- Because Fishermans Alley cuts through many parcels in John's Pass Village, it limits the size and scale of what could be built there. The ground floor commercial and parking requirements take up a lot of the FAR.

- If it is not adopted, they would have to go back to the county and ask them to change the land use back to what it was.
- They would have more control of the exterior look of a building.

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

## **7. FIRE DEPARTMENT**

### **A. Statewide Mutual Aid Agreement**

Fire Chief Clint Belk said it is an agreement put out through the State Emergency Response Plan every few years. The last time it was signed was in 2018. It would allow them to provide or receive mutual aid in case we would be impacted by a disaster and allow them to request funds from FEMA for reimbursement.

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

### **B. Redington Emergency Services Building Update**

Chief Belk gave an update on the project. There would be an agreement from the county that will be presented to the Board. Usually, the City would front the money and request reimbursement from the county, but they would change it so there would be no fiscal impact to the City. Wilder Architecture, Inc. is completing the second half of the plans, and they hope to break ground in July.

Chief Belk gave an update on the Medic Unit. They received the equipment, and it has been installed. The unit was at Motorola getting the wireless modem installed, and he hoped it would be in service by Wednesday of next week.

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

## **8. PUBLIC WORKS DEPARTMENT**

## **9. RECREATION DEPARTMENT**

### **A. ADA Bus Purchase**

Recreation Director Jay Hatch reviewed the item. He obtained a purchase contract, and with the trade-in of a shorter bus, it would be within budget. The bus would be a larger bus with ADA capabilities and would serve the Social Club, after school programming, and special events. He said there is starting to be a need for it, and three individuals are licensed to drive it.

Vice Mayor Kerr asked if they looked at grants to help with the purchase. Director Hatch said he did not think so but would look into it.

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

City Attorney Tom Trask said the Second District Court of Appeal issued its mandate on the case Mr. Gay filed against the City and former Mayor Hendricks, Commissioners Andrews, Price, and Hodges. The mandate ended the lawsuit, and the case is final.

Commissioner Brooks asked for an approximate cost to the City for attorney fees. The City Manager said he would get the amount.

**10. ADJOURNMENT**

Mayor Rostek adjourned the meeting at 7:19 p.m.

\_\_\_\_\_  
James “Jim” Rostek, Mayor

ATTEST:

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

DRAFT



## Memorandum

**Meeting Details:** March 13, 2024, BOC Regular Meeting

**Prepared For:** Honorable Mayor Rostek and Board of Commissioners

**From:** Community Development Department

**Subject:** Ordinance 2024-02 Open Accessory Structures, First Reading and Public Hearing

**Background:** The Madeira Beach Land Development Regulations (LDRs) does not define “shade structure” or “open accessory structure”, nor any structure that would be directly comparable. While the Madeira Beach Code of Ordinances has definitions for “Structure”, broken into subcategories of Major, Minor, Non-habitable Major and Coastal or Shore Protection, only the Minor definition makes mention of a gazebo. The Code of Ordinances references traditional Chickee huts stating they are not regulated by the Florida Building Code but must meet Planning and Zoning requirements.

The Board of Commissioners directed city staff to research and amend the Code to allow for shade structures (what is also referenced as “open accessory structures”) that would be different from enclosed accessory structures (what one would typically think of as a shed).

**Discussion:** The proposed ordinance (attached) was reviewed and workshopped at multiple Planning Commission meetings and Board of Commissioners Workshop Meetings as a discussion item. The proposed ordinance incorporates all the discussions and amendments made at these meetings.

The ordinance creates multiple sections, which includes the applicability of division, definitions, building permits required, accessory structure maintenance, excluded from permitting, construction trailers, and outdoor kitchens. The final version allows for open accessory structures (e.g. tiki huts, gazebos) at a percentage of the total lot size (3.5 percent) in addition to the already allowed enclosed accessory structure. The amendments create setbacks for the open accessory structures considering the side yard setbacks for each Zoning District and structural elements of the seawall on lots on the water. In

the C-4 Zoning District staff were aware of issues arising from accessory structures that were required by federal and state regulations that conflicted with the current accessory structures section in the Code. Staff added language to address these concerns.

The Code does not address construction trailers, therefore, staff decided to create a new section to put in place regulations for construction trailers with specific time limitations, setbacks, and evacuation plans.

Staff discussed with the Planning Commission and FDEM (with FEMA considerations) the allowances of permanent outdoor kitchens and created a new section to allow and manage outdoor kitchens as staff realizes with the allowance of open accessory structures will most likely begin more outdoor kitchens.

**Recommendation(s):** Planning Commission and staff recommends approval of Ordinance 2024-02

**Fiscal Impact or Other:**

There is no anticipated fiscal impact, except for increased permit fees associated with permitting and inspections.

**Attachments:**

- Ordinance 2024-02
- Business Impact Estimate

**ORDINANCE 2024-02**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 (ACCESSORY STRUCTURES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CITY'S LAND DEVELOPMENT CODE TO PROVIDE FOR APPLICABILITY; TO PROVIDE DEFINITIONS; TO REQUIRE BUILDING PERMITS FOR ACCESSORY STRUCTURES AND PROVIDE FOR REGULATION OF CHICKEES; TO PROVIDE FOR MAINTENANCE OF ACCESSORY STRUCTURES; AMEND THE SETBACKS FOR REAR YARD ACCESSORY STRUCTURES ON LOTS ON WATER IN R-1 ZONING DISTRICT; AMEND THE SETBACKS FOR REAR YARD ACCESSORY STRUCTURES ON LOTS ON WATER IN R-2 ZONING DISTRICT; AMEND THE SETBACKS FOR ACCESSORY STRUCTURES IN C-4 ZONING DISTRICT AND ADD ALLOWANCES FOR FEDERAL AND STATE REGULATED STRUCTURES; ADD QUANTITY TO MAXIMUM SIZE OF ACCESSORY STRUCTURES IN R-1, R-2, AND R-3 ZONING DISTRICTS; AMEND THE MAXIMUM SIZE FOR ENCLOSED AND OPEN ACCESSORY STRUCTURES FOR SINGLE-FAMILY USE, DUPLEX AND MULTIFAMILY USE, AND TEMPORARY LODGING USE; ADD QUANTITY TO MAXIMUM SIZE OF ACCESSORY STRUCTURES IN C-1, C-2, C-3, AND C-4 ZONING DISTRICTS; ADD A SECTION TO ADDRESS CONSTRUCTION TRAILERS; ADD A SECTION TO ADDRESS OUTDOOR KITCHENS; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City Staff has reviewed the current provisions of Division 4 (Accessory Structures) of Article VI (Supplementary District Regulations) 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 (Accessory Structures) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach, Florida, is hereby amended to read as follows:

**Sec. 110-471. ~~Building permits required.~~Applicability of Division.**

This division applies to all open and enclosed accessory structures that are not specifically exempt from this division.

**Sec. 110-472. Definitions**

The following terms and phrases used in this division have the following meanings.

Accessory Structure is a subordinate structure(s), the use of which is incidental to that of the principal structure and located on the same lot therewith.

Enclosed Accessory Structure means a structure with walls on all sides (e.g. a shed for outdoor equipment) and a roof.

Open Accessory Structure means an accessory structure containing three or more open sides between posts (e.g. gazebo, tiki hut, or chickees) and a roof. Open accessory structures are measured for area and setbacks from the outermost point of any roof overhang.

Outdoor Kitchen may only contain counterspace, grill, sink, and miniature refrigerator.

Height is measured from the average grade at the base of the accessory structure.

**Sec. 110- 473. Building permits required.**

Building permits are required for the construction or placement of all accessory structures. Chickees constructed by the Miccosukee Tribe of Indians of Florida, or the Seminole Tribe of Florida are exempt from the Florida Building Code, but must obtain a building permit for planning and zoning purposes. As used in this paragraph,

the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any mechanical, electrical, plumbing, or other non-wood features.

**Sec. 110-474. Maintenance of accessory structures.**

After construction, all accessory structures must be maintained and remain substantially vertical to serve their function and aesthetic purposes. Structural integrity must be maintained to prevent the danger of destruction or flight during high winds.

**Sec. 110-475. Excluded from permitting.**

- (1) Outdoor storage containers not to exceed four feet long by four feet wide by three feet tall.
- (2) Removable sunshades provided that any pole is ten feet from any property line and the pole does not exceed six feet in height.

**Sec. 110-4726. R-1, single-family residential zones.**

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

- (1) *Lots not on water.* For lots not on water in R-1, single-family residential zones, accessory structures may be located in side or rear yards but must provide a minimum of 2½-foot setback to allow for vegetation control.
- (2) *Lots on water.* For lots on water in R-1, single-family residential zones, accessory structures may be located in side or rear yards. If the accessory structure is located in a side yard, a minimum of 2½-foot side setback must be provided. If the accessory structure is located in the rear yard, ~~the same rear setback as required for principal structures must be provided.~~ a minimum of a 7-foot side setback and 12-foot rear setback must be provided, so not to interfere with seawall tiebacks.

**Sec. 110-4737. R-2, low density multifamily residential zones.**

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

- (1) *Lots not on water.* For lots not on water in R-2, low density multifamily residential zones, accessory structures may be located in side or rear yards but must provide a minimum of 2½-foot setback to allow for vegetation control.
- (2) *Lots on water.* For lots on water in R-2, low density multifamily residential zones, accessory structures may be located in side or rear yards. If the accessory structure is located in a side yard, a minimum of 2½-foot side setback must be provided. If the accessory structure is located in the rear yard, ~~the same rear~~

~~setback as required for principal structures must be provided. a minimum of a 5-foot side setback and 12-foot rear setback must be provided, so not to interfere with seawall tiebacks.~~

**Sec. 110-474- 478. R-3, medium density multifamily residential zones.**

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

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

**Sec. 110-4759. C-1, tourist commercial zones.**

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

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

**Sec. 110-476480. C-2, John's Pass marine commercial zone.**

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

**Sec. 110-477481. C-3, retail commercial zones.**

Accessory structures may not be located in front yards in C-3, retail commercial zones. Accessory structures in C-3, retail commercial zones must provide the same side and rear setbacks as are required for the principal structure.

**Sec. 110-478482. C-4, marine commercial zones.**

Accessory structures may not be located in front yards in C-4, marine commercial zones. Accessory structures in C-4, marine commercial zones must provide a 10-foot side and rear setback. ~~the same side and rear setbacks as are required for the principal structure.~~ Accessory structures for working waterfronts or marina uses, which are required by federal or state regulations to be immediately proximate to the waters edge, are permitted within the required setback. Property owners must show documentation from the federal or state regulating board to permit accessory structures within the required setback.

**Sec. 110-479483. P/SP, public-semi public zones.**

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

**Sec. 110-480484. Maximum size and quantity in R-1, R-2 and R-3 zones.**

(1) Single-Family Use: Single-family structures may only have one enclosed and one open accessory structure. For single-family structures, the ~~The~~ maximum size for an enclosed accessory structure will be is eight feet wide by ten feet long by eight ten feet high. The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet.

(2) Duplex and Multifamily Use: Duplex and multifamily structures may only have two enclosed accessory structures, and one open accessory structure for every two dwelling units. For duplex and multifamily structures, there may not be more than two ~~The maximum size for an enclosed accessory structures for a maximum size of six is ten feet wide by eight feet long by eight ten feet high or a single accessory structure eight feet by ten feet by eight feet.~~ The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet.

(3) Temporary Lodging Use: Temporary lodging structures may only have two enclosed accessory structures, and no limitation on the amount of open accessory structures. The maximum size for an enclosed accessory structure is eight feet wide by ten feet long by ten feet high. The total maximum size for all

open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet.

- (4) The maximum size of a carport in the R-3, medium density multifamily residential zone for single family structures, is 20 feet wide by 22 feet long by ten feet high. For single family structures, there may not be more than one carport. The limit to the number of carport structure for duplex, ~~and~~ multifamily, ~~and temporary lodging~~ structures will be regulated by parking requirements and the site plan approval process.

**Sec. 110-~~481485~~. Maximum size and quantity in C-1, C-2, C-3 and C-4 zones.**

~~An~~ The maximum size for an enclosed accessory structure is not to exceed eight 8 feet wide by 12 feet long by ~~eight 10~~ feet high. Properties may ~~be installed and~~ only have one two enclosed and two open accessory type structures may be placed on any lot or group of lots under the same ownership. The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet. -Accessory structures for working waterfronts or marina uses, which are required by federal, or state regulations do not count towards the number of structures and may exceed the maximum size with documentation that the additional size is required to maintain compliance.

**Sec. 110-~~482486~~. Lot coverage.**

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

**Sec. 110-~~483487~~. Tiedowns.**

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

**Sec. 110-~~484488~~. Placement.**

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

**Sec. 110-~~485489~~. Prohibited accessory structures.**

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

**Sec. 110-490. Construction Trailers.**

Construction trailers may only be on site if a building permit is issued, and construction must begin within 30 days of the construction trailer placement. Trailers must be removed

within 30 days after a Certificate of Occupancy is issued. Construction trailers are allowed five feet from any property line and must meet intersection visibility requirements in Section 110-423. Construction trailers must be removed from site during any named storm event or anchored per the current Florida Building Code. Temporary buildings or sheds used exclusively for construction purposes are exempt from the Florida Building Code but must retain a building permit.

**Sec. 110-491 Outdoor Kitchens.**

Outdoor kitchens must follow the setbacks for open accessory structures provided in this Division, the countertop structure cannot exceed a height of 36 inches from grade and cannot be larger than 50 square feet in area. The outdoor kitchen must be permanent and meet requirements in Section 94-140. The outdoor kitchen contains a sink, it must be connected to a sewer line with an in-line isolation valve. Electricity must be isolated with disconnects from the primary structure. Plumbing lines must have back flow prevention. Any sewer, electrical or plumbing must be shut off during any named storm event.

**Secs. 110-~~486~~492—110-500. 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: \_\_\_\_\_

# Business Impact Estimate

Proposed ordinance’s title/reference:  
**Ordinance 2024-02 Open Accessory Structures**

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 law<sup>1</sup> 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:

<sup>1</sup> 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 2024-02 allows for open accessory structures in residential and commercial properties which was previously not defined in the Code. This provides a way for property and business owners to create permanent shaded areas for a respite from the sun and rain.*

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 City may see a minor increase in permit and inspection revenue by allowing property owners to build open accessory structures in addition to enclosed accessory structures.*

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

*All properties will be able to apply for a permit for an open accessory structure.*

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

**ORDINANCE 2024-03**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING SECTION 66-70 TO PROVIDE DUTIES OF VEHICLE OPERATORS TO ACTUATE PARKING METERS AND AMENDING SECTION 66-72 TO PROVIDE FOR ADDITIONAL LIMITATIONS ON PARKING IN CITY PARKING LOTS AND BEACH ACCESS EASEMENTS IN CHAPTER 66 (TRAFFIC AND VEHICLES) OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City Staff has reviewed the current provisions of Chapter 66 of the Code of Ordinances for the City of Madeira Beach and has recommended that Section 66-70 be created to provide for duties of vehicle operators to actuate parking meters and provide for parking beyond time fixed for such vehicles and that Section 66-72 be amended to provide for additional parking limitations; and

**WHEREAS**, the recommendations of the City Staff have been found meritorious by the Board of Commissioners; and

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

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

**Section 1.** That Section 66-70 (Duty of Operators of Vehicles to Actuate the Parking Meter; Parking Beyond Time Fixed for Such Vehicle) of Division 1 (Generally) of Article III (Stopping, Standing, Parking) of Chapter 66 (Traffic and Vehicles) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby created and shall read as follows:

**Sec. 66-70. Duty of operators of vehicles to actuate the parking meter; parking beyond time fixed for such vehicle.**

- (1) When any vehicle shall be parked in any time regulated parking space as designated pursuant to this chapter, where controlled by a parking meter, the owner or operator of such vehicle shall, upon entering the parking space, immediately actuate the parking meter. The parking meter may be actuated by manual or electronic means and/or by payment of authorized legal tender, and the parking space may then be used by such vehicle during the parking time limit prescribed for that parking space.
- (2) It is unlawful for any person to permit a vehicle to remain or be placed in any parking space when the parking meter indicates or displays a signal showing that such vehicle is parked overtime or when the pay station receipt indicates that parking time limits have expired.
- (3) It is unlawful for any person to permit a vehicle to remain in any parking space for more than two (2) hours after a citation has been issued for violation of subsection (2) of this section.
- (4) When signs are erected giving notice of time limits, no person shall park a vehicle in any parking meter space and/or zone for a continuous period of time longer than that period of time designated by such signs. In order to enforce this provision no person shall roll the tires of a vehicle or attempt to remove the markings made by a parking enforcement specialist prior to removing the vehicle from the parking space.

**Section 2.** That Section 66-72 (Limitations on Parking in City Parking Lots and Beach Access Easements) of Division 2 (Parking Meters, Permits and Limitations) of Article III (Stopping, Standing, Parking) of Chapter 66 (Traffic and Vehicles) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

**Sec. 66-72. Limitations on parking in city parking lots and beach access easements.**

Parking of any type motor vehicle is allowed in the city parking lots and beach access easements subject to the following limitations:

- (1) All vehicles must park within the designated metered spaces;
- (2) No part of the vehicle may extend beyond the limits of the marked parking space;

- (3) Backing of vehicles into metered spaces is permitted if the license plate of the vehicle can still be readily observed (except where a no back in parking sign is posted for a particular lot or parking space);
- (4) Parking in front of a driveway, blocking access for residents or emergency vehicles is prohibited;
- (5) Double parking is prohibited. Double parking refers to parking next to or obstructing another parked vehicle, wholly or partially;
- (6) Parking too close to an intersection obstructing visibility for other drivers is prohibited;
- (7) Parking on the sidewalk or pedestrian walkway obstructing pedestrian traffic is prohibited;
- (8) Parking in a bus zone or bus stop impeding public transportation is prohibited;
- (9) Unauthorized parking in a reserved spot for employees or residents is prohibited. This includes parking in a designated space without proper authorization;
- (10) Parking in a manner that obstructs access to public facilities, like mailboxes or trash bins is prohibited;
- (11) Parking in a manner that obstructs visibility for other drivers, such as parking on a curve is prohibited;
- (12) Parking in a manner that blocks access to essential infrastructure, like fire hydrants or utility boxes is prohibited;
- (13) Parking within fifteen (15) feet on either side of a fire hydrant or in a designated tow-away zone is prohibited;
- (14) Parking in a bike lane or crosswalk endangering cyclists and pedestrians is prohibited;
- (15) Except when otherwise provided in this chapter, every vehicle stopped or parked upon a one-way roadway shall be so stopped or parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within 12 inches of the right-hand curb or edge of the roadway, or its left wheels within 12 inches of the left-hand curb or edge of the roadway;
- (416) Parking is only allowed during the hours of 6:00 a.m. to 12:00 midnight, unless otherwise posted;
- (517) Meters are in effect on all lots during the allowable hours of operation, seven days a week; and
- (618) Parking is prohibited in all areas during the hours of 12:00 midnight to 6:00 a.m. daily, unless otherwise posted.

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

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

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

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

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

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_

**Tampa Bay Times**  
**Published Daily**

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

}ss

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2024-03** was published in said newspaper by print in the issues of: **2/28/24** or by publication on the newspaper's website, if authorized, on

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

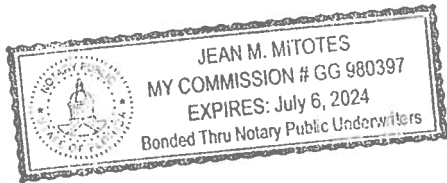
Signature Affiant

Sworn to and subscribed before me this **.02/28/2024**

Signature of Notary Public

Personally known           X           or produced identification

Type of identification produced \_\_\_\_\_



**NOTICE OF PUBLIC HEARINGS**  
**CITY OF MADEIRA BEACH**

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

**NOTICE IS HEREBY GIVEN**, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2024-03 on Wednesday, March 13, 2024, at 2:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

**ORDINANCE 2024-03**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING SECTION 66-70 TO PROVIDE DUTIES OF VEHICLE OPERATORS TO ACTUATE PARKING METERS AND AMENDING SECTION 66-72 TO PROVIDE FOR ADDITIONAL LIMITATIONS ON PARKING IN CITY PARKING LOTS AND BEACH ACCESS EASEMENTS IN CHAPTER 66 (TRAFFIC AND VEHICLES) OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. A copy of the proposed Ordinance is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding proposed Ordinance 2024-03, please contact the City Manager at 727-391-9951, ext. 227 or 228 or email to rgomez@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

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

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 231 or 223 or email a written request to cvanblargan@madeirabeachfl.gov.

Clara VanBlargan, MMC, MSM, City Clerk



## Memorandum

**Meeting Details:** March 13, 2024 - 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:** Ordinance 2023-01 (John's Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) Second Reading and Public Hearing

---

### Background

Ordinance 2023-01 adopts the John's Pass Village Activity Center Plan (Special Area Plan) for the John's Pass Village Activity Center area. Ordinance 2023-02 amends the Future Land Use Map of the Madeira Beach Comprehensive Plan to change the John's Pass Village Activity Center Area from Commercial General, Recreation/Open Space, Residential Medium, Residential/Office/Retail, and Resort Facilities Medium to Activity Center.

The Board of County Commissioners, in their role as the Countywide Planning Authority (CPA) adopted Ordinance 24-6 (#CW-23-03), which amended the Countywide Plan Map on February 20, 2024. Ordinance 24-6 (#CW23-03) amended the Countywide Plan Map an area generally bounded by 133rd Ave. W. to the west, John's Pass to the east, Boca Ciega Bay to the north, and the Gulf of Mexico from Retail & Services (R&S), Resort (R), Residential Medium (RM), and Recreation/Open Space (R/OS) to Activity Center (AC). Since the Countywide Plan Map Amendment #CW-23-03 was adopted, the City of Madeira Beach is now able to bring Ordinance 2023-01 (John's Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) to second reading and public hearing for adoption. The Florida Commerce Bureau of Community Planning and Growth, Southwest Florida Water Management District, and Florida Department of Environmental Protection reviewed the John's Pass Village Activity Center Plan (as originally submitted) with no concern or comments.

### Discussion



The John's Pass Village Activity Center Plan proposes a specific set of land use guidelines and standards designed to reflect and address the unique make-up and challenges of this important mixed-use tourist-oriented focal point in the Madeira Beach and Pinellas County communities.

This Plan documents the purpose, background, existing and proposed land use characteristics, transportation and sustainability considerations, design principles and implementation strategies.

The purposes of the Activity Center Plan are as follows:

1. To 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. To reconcile inconsistencies among existing land use characteristics in the City Comprehensive Plan and the Countywide Rules Standards.
3. To provide for consistency and enhancement in the Activity Center for future improvement, revitalization, and potential redevelopment within the Village.

In brief, 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 adoption of Ordinance 24-6 (#CW-23-03) implemented an Activity Center Future Land Use designation on the Countywide Plan Map for the John's Pass Village Activity Center. To implement the John's Pass Village Activity Center Plan, the City still must amend the City of Madeira Beach's Future Land Use Map to designate the John's Pass Village Activity Center area as an Activity Center.

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. 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 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.

**Fiscal Impact**

N/A

**Recommendation(s)**

Staff recommends the adoption of Ordinance 2023-01 (John's Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) and for the final adoption transmittal to the Florida Commerce Bureau of Community Planning and Growth.

**Attachments/Corresponding Documents**

- Ordinance 2023-01 (John's Pass Village Activity Center Plan)
- Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center)
- Business Impact Estimate
- Regional and Statewide Agency Responses
- Ordinance 24-6 (#CW-23-03)
- Legal Ad

**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 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 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 \_\_\_\_\_, 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: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EXHIBIT A

Item 10C.

# JOHN'S PASS VILLAGE

## ACTIVITY CENTER PLAN





**Board of Commissioners 2022-23**

- 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

**Board of Commissioners 2023-24**

- James "Jim" Rostek, Mayor
- Ray Kerr, Vice Mayor/Commissioner District 2
- Eddie McGeehan, Commissioner District 3
- Anne-Marie Brooks, Commissioner District 4
- David Tagliarini, Commissioner District 1

**Planning Commission**

- Michael Wyckoff, Chairman
- Chuck Dillion, Vice-Chair
- John Connolly, Second Vice-Chair
- Housh Ghovae
- John Meagher
- Mike Noble

**City Staff**

- Robin Gomez, City Manager
- Linda Portal, Community Development Director
- Jenny Rowan, Community Development Director
- Andrew Morris, Long Range Planner

Dave Healey, Consultant



# TABLE OF CONTENTS

CHAPTER ONE  
INTRODUCTION.....Page 4

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

CHAPTER THREE  
THE PLAN.....Page 17

CHAPTER FOUR  
TRANSPORTATION.....Page 34

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

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

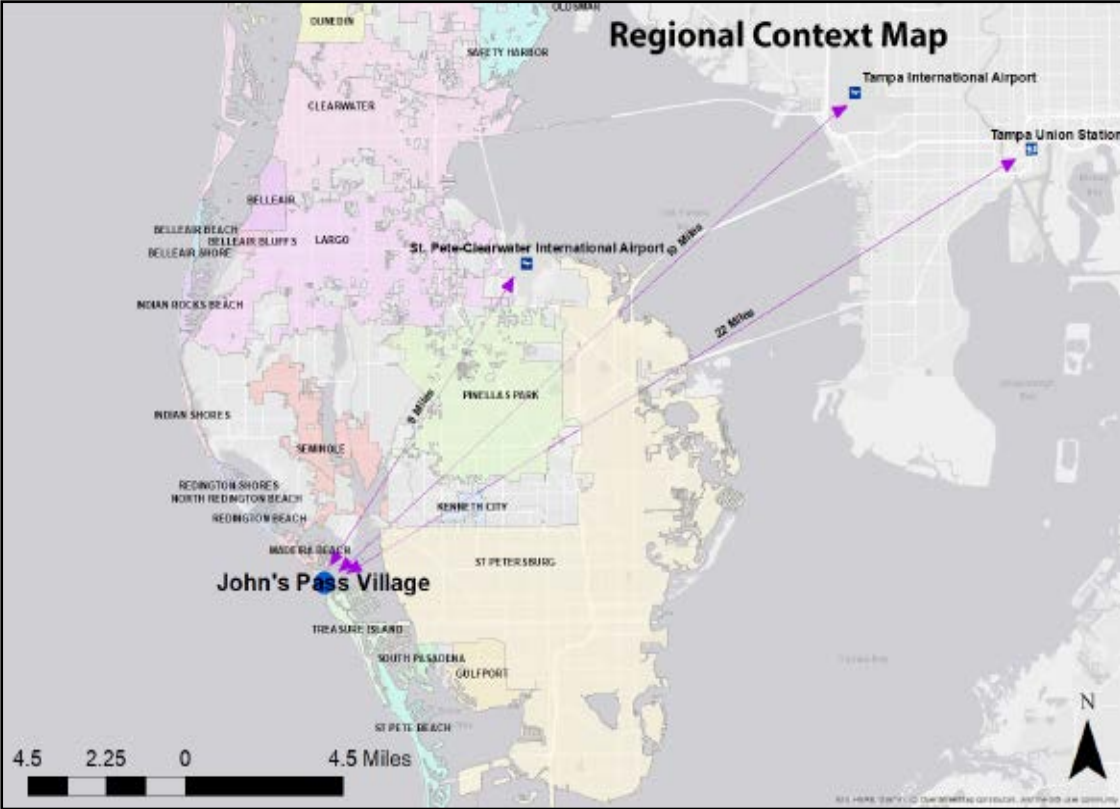
CHAPTER SEVEN  
IMPLEMENTATION STRATEGIES.....Page 68

# INTRODUCTION

## Chapter One

### PREFACE

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



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

## PURPOSE

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

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

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

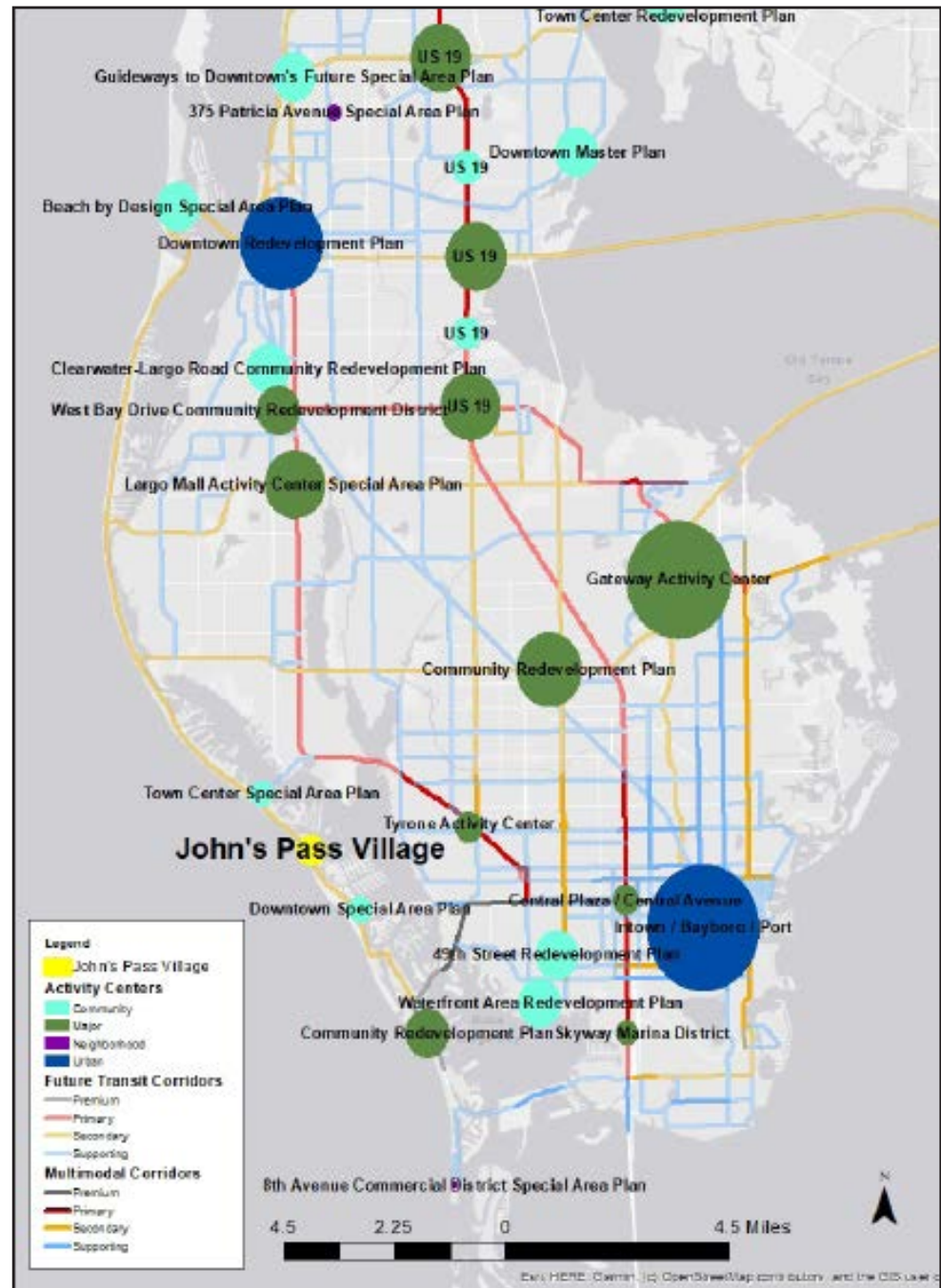
## PLAN OVERVIEW

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



The John's Pass Village Activity Center (JPVAC) is comprised of six distinct Character Districts to better reflect existing and proposed land use and density/intensity. The density/intensity standards as provided for in the Countywide Rules for a 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 (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.

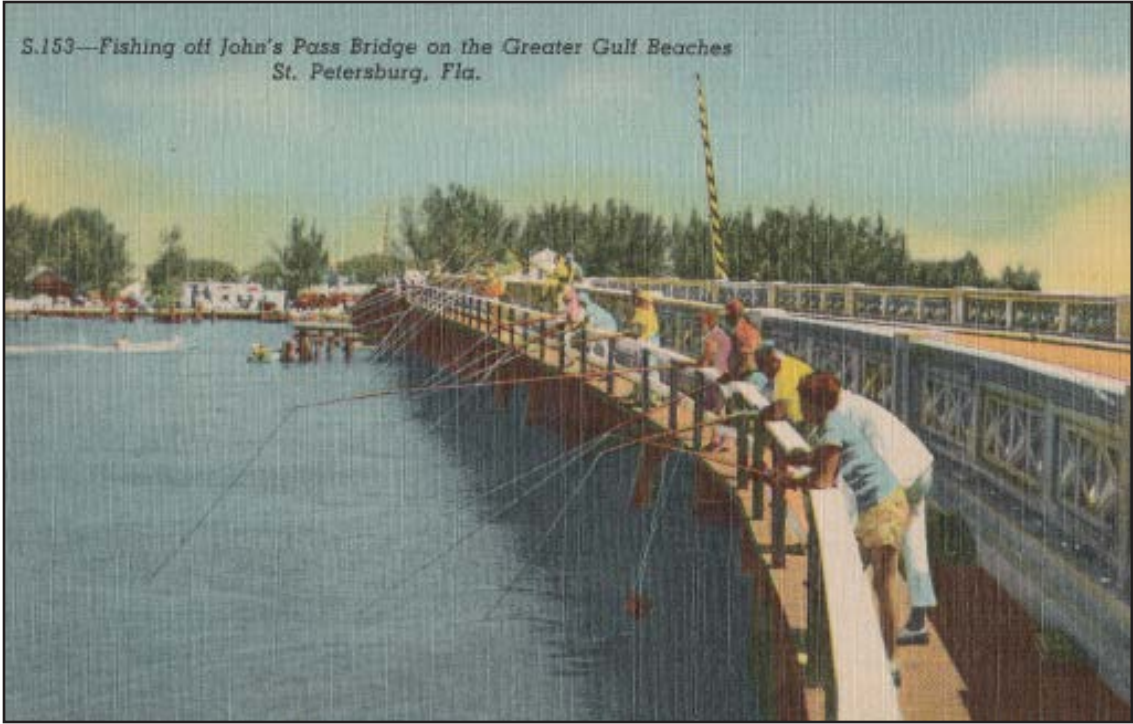




Madeira Beach remained an integral part of the growing commercial development along the beaches. John's Pass grew in popularity as a prime fishing destination and small businesses at the pass provided services to recreational fishermen and industrial fleets. The Little House Restaurant opened in 1937 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 2008-2024

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 ne

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 Area

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

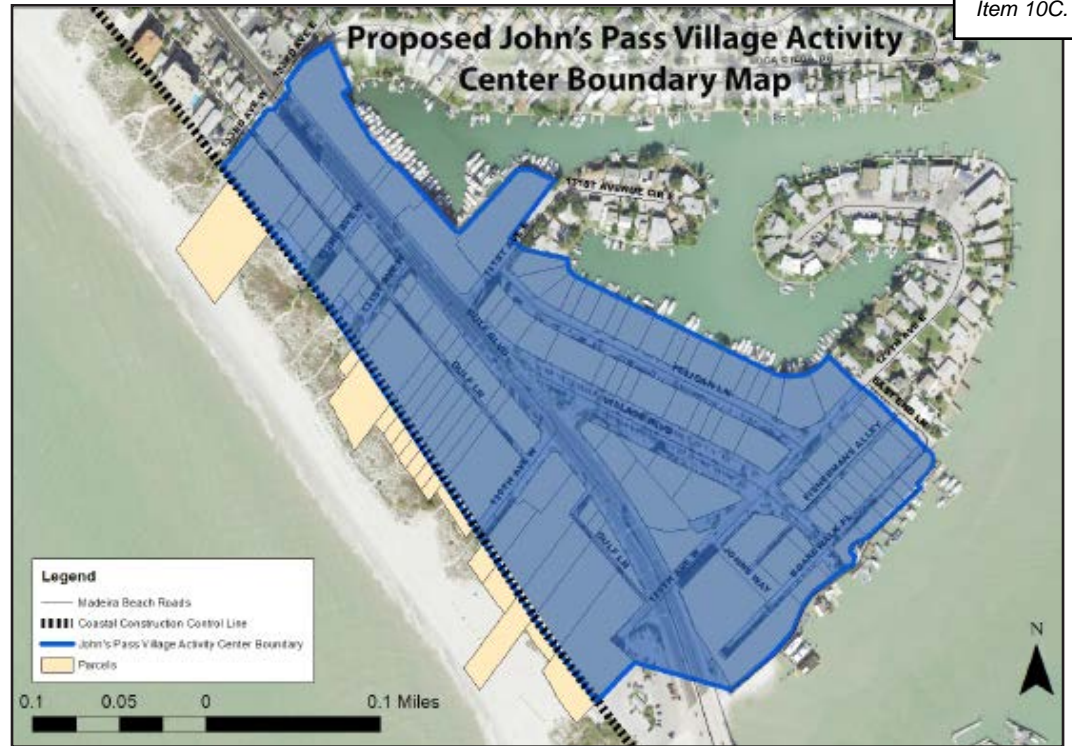
## Chapter Three

### 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 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%                                |

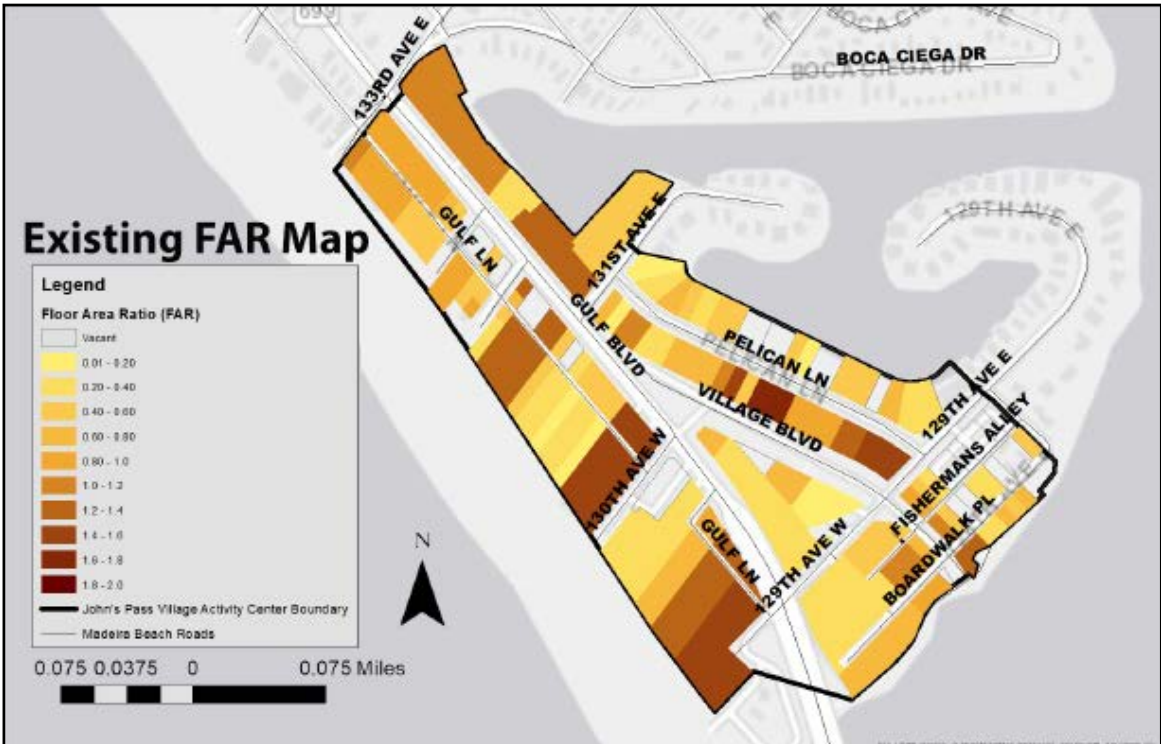
**TABLE 3.2  
EXISTING LAND USES PER CHARACTER DISTRICT**

| 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 Neighborhood Center Activity Center.



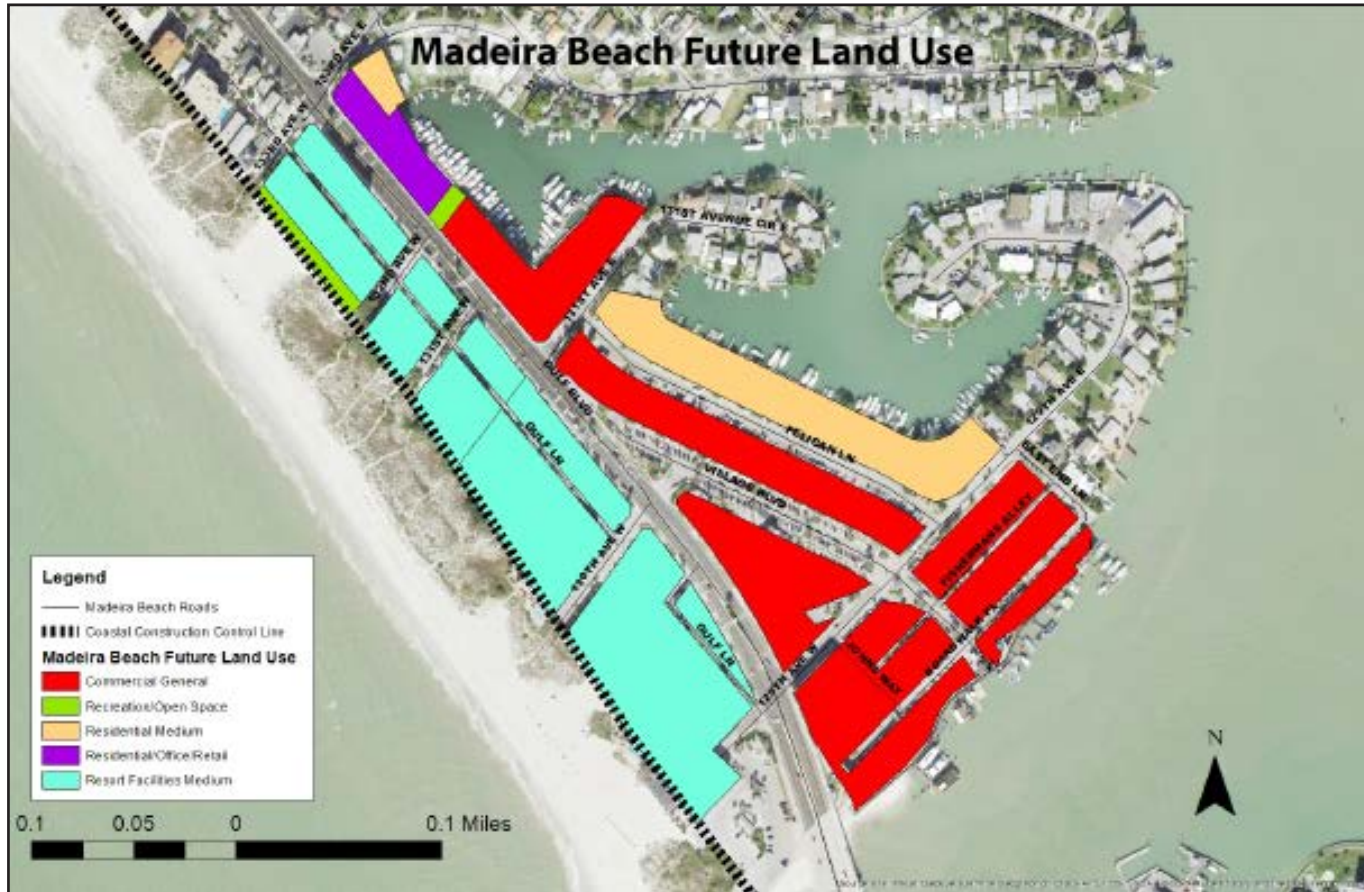
**TABLE 3.4  
AVERAGE LOT SIZES IN EACH CHARACTER DISTRICT**

| <b>Character District</b>   | <b>Average Lot Size (Square Feet)</b> | <b>Average Lot Size (Acres)</b> |
|-----------------------------|---------------------------------------|---------------------------------|
| 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

**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

**Intensity:** FAR 2.0

**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

**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.

**Intensity:** FAR 1.5

**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 18 UPA, Temporary Lodging 60 UPA

**Intensity:** FAR 2.0

#### 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

**Intensity:** FAR 1.5

**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 Neighborhood Center. The City Activity Plan standards must be consistent with the overall standards of the Countywide Plan for a 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**

| <b>Character District</b> | <b>Residential UPA</b> | <b>Temporary Lodging UPA</b> | <b>Alternative Temporary Lodging UPA*</b>       | <b>FAR</b> | <b>Alternative Temporary Lodging FAR*</b>        | <b>Impervious Surface Ratio</b> |
|---------------------------|------------------------|------------------------------|---|------------|--|---------------------------------|
| Boardwalk                 | 0                      | 0                            | n/a   | 1.5        | n/a  | 0.85                            |
| Commercial Core           | 15                     | 60                           | less than one acre 75*<br>one acre or more 100* | 2.0        | less than one acre 2.2*<br>one acre or more 3.0* | 0.85                            |
| John's Pass Resort        | 18                     | 60                           | less than one acre 75*<br>one acre or more 100* | 2.0        | less than one acre 2.2*<br>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 Standards.

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

|                       | <b>Madeira Beach<br/>Comprehensive<br/>Plan Existing<br/>Average Standards</b> | <b>Countywide<br/>Plan Existing<br/>Average<br/>Standards</b> | <b>Countywide Plan<br/>Activity Center<br/>(Neighborhood Center)<br/>Maximum Standard</b> | <b>Highest<br/>by right<br/>Standards<br/>in JPVAC</b> | <b>Average<br/>by right<br/>Standards<br/>in JPVAC</b> |
|-----------------------|--|---|---|--|--|
| Residential UPA       | 16   | 25  | 60  | 18   | 16   |
| Temporary Lodging UPA | 51   | 38  | 100   | 60   | 50   |
| FAR                   | 1.24   | 0.80  | 2.0   | 2.0  | 1.78   |

**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**

|                       | <b>Highest Alternative<br/>Temporary Lodging Use<br/>Standards (Activity Center)<br/>in Countywide Plan</b> | <b>Highest Alternative<br/>Temporary Lodging<br/>Use standard in JPVAC</b> | <b>Average Highest or<br/>Alternative Temporary<br/>Lodging Use Standard in<br/>JPVAC</b> |
|-----------------------|---|--|---|
| 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  
ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS IN  
THE COUNTYWIDE RULES FOR ACTIVITY CENTER PLAN CATEGORY**

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

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.

# 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**

| <b>Existing Future Land Use Categories</b> | <b>Acres</b> | <b>Traffic Generation Rate</b> | <b>Average Daily Trips</b> |
|--|--------------|--------------------------------|----------------------------|
| 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**

| <b>Category</b> | <b>Average Daily Trips</b> |
|-----------------|----------------------------|
| Current         | 8674.13                    |
| Proposed        | 2920.80                    |

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**

| <b>Proposed Future Land Use Categories</b> | <b>Acres</b> | <b>Traffic Generation Rate</b> | <b>Average Daily Trips</b> | <b>Average Daily Trips at 50% (Countywide Rule Sec 6.2.5)</b> |
|--|--------------|--------------------------------|----------------------------|---|
| Activity Center (Neighborhood Center)      | 27.04        | 216                            | 5841.60                    | 2920.80   |

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

| <b>Facility</b>  | <b>Length (mi)</b> | <b>Signals per mile</b> | <b>2018 AADT</b> | <b>Volume</b> | <b>Physical Capacity</b> | <b>V: Cap Ratio</b> | <b>Facility LOS</b> |
|--|--------------------|-------------------------|------------------|---------------|--------------------------|---------------------|---------------------|
| Gulf Blvd/State Road 699<br>Treasure Island Cswy to<br>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)**

| <b>Facility</b>  | <b>Length (mi)</b> | <b>Signals per mile</b> | <b>2020 AADT</b> | <b>Volume</b> | <b>Physical Capacity</b> | <b>V: Cap Ratio</b> | <b>Facility LOS</b> |
|--|--------------------|-------------------------|------------------|---------------|--------------------------|---------------------|---------------------|
| Gulf Blvd/State Road 699<br>Treasure Island Cswy to<br>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 Neighborhood Center Activity Center. This category has a traffic generation rate of 216 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 2920.80 average daily trips (ADT) (see Table 4.2). Since the proposed John's Pass Village Activity Center average daily trips (ADT) are less than the current future land use categories' average daily trips (ADT), no additional transportation assessment is required pursuant to the Countywide Rules submittal requirements.

## EXISTING PUBLIC TRANSIT IN JOHN'S PASS VILLAGE

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



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

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

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

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

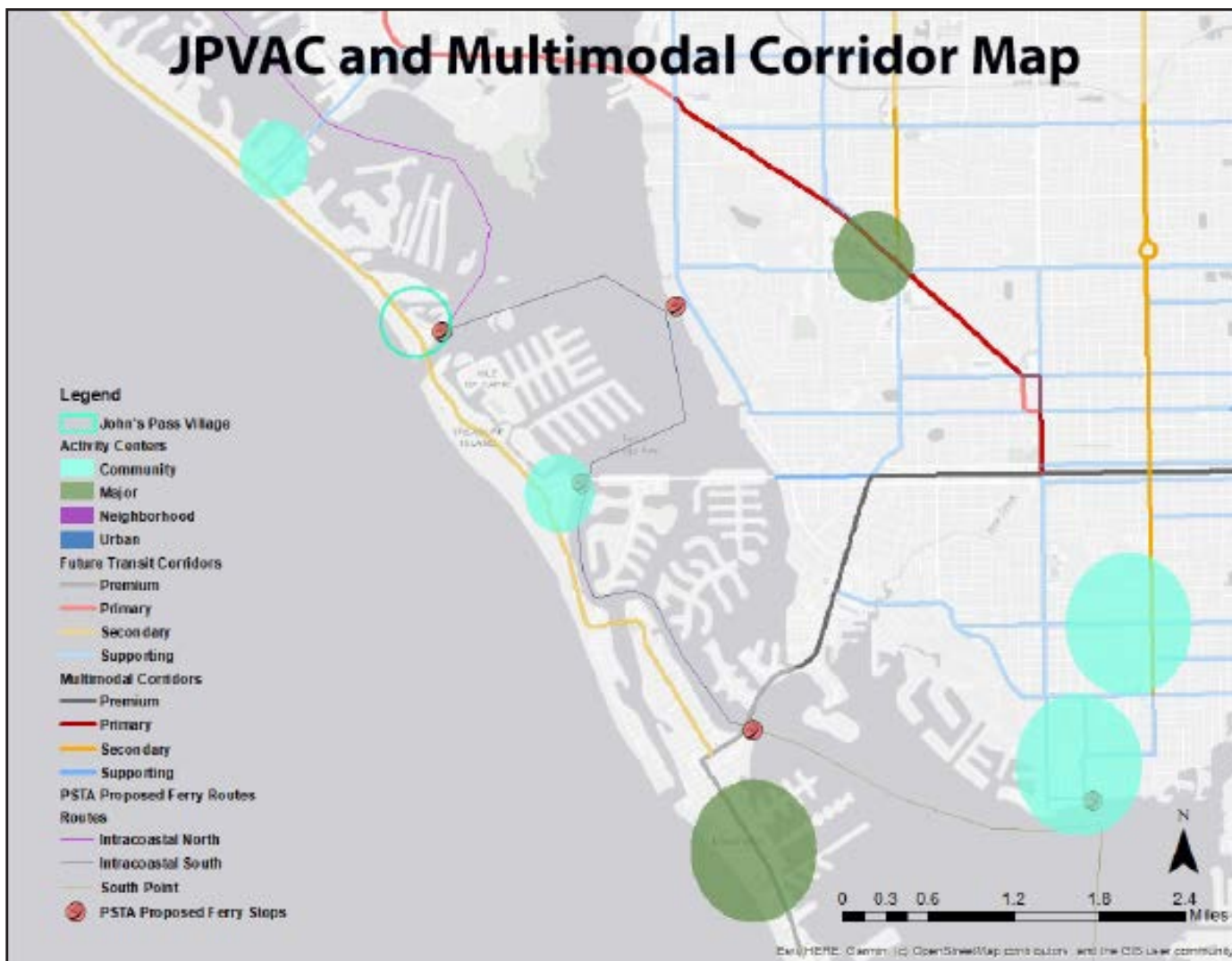
## **EXISTING ACTIVITY CENTERS, EXISTING MULTI-MODAL CORRIDORS, AND FUTURE TRANSIT CORRIDORS NEAR JOHN’S PASS VILLAGE**

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

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

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

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



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

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

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

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



# RELATED TRAFFIC AND PARKING CONSIDERATIONS

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

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

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



# PEDESTRIAN AND BICYCLE CONNECTIVITY AND CIRCULATION

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

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



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

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

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



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

## CONCLUSION

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



# COASTAL HIGH HAZARD AREA CONSIDERATIONS

## *Chapter Five*

---

### BACKGROUND AND CONTEXT

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

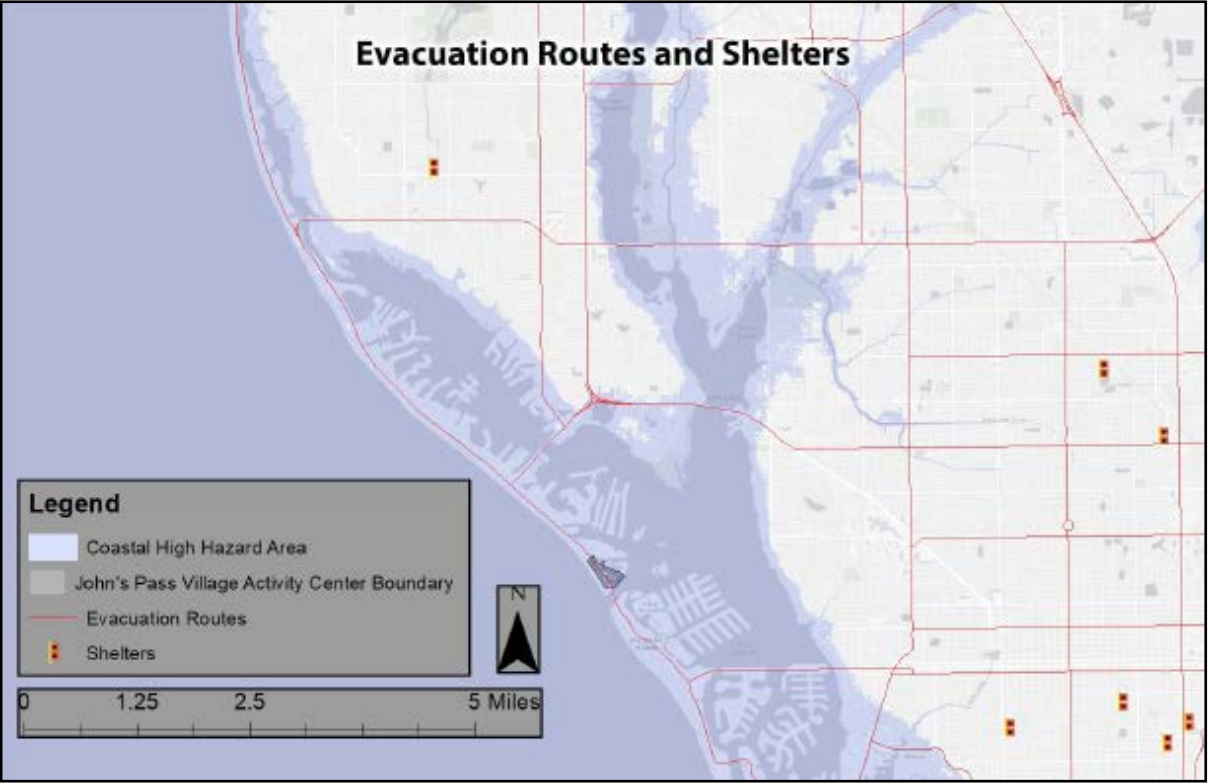
The CHHA is defined as follows:

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

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

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

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

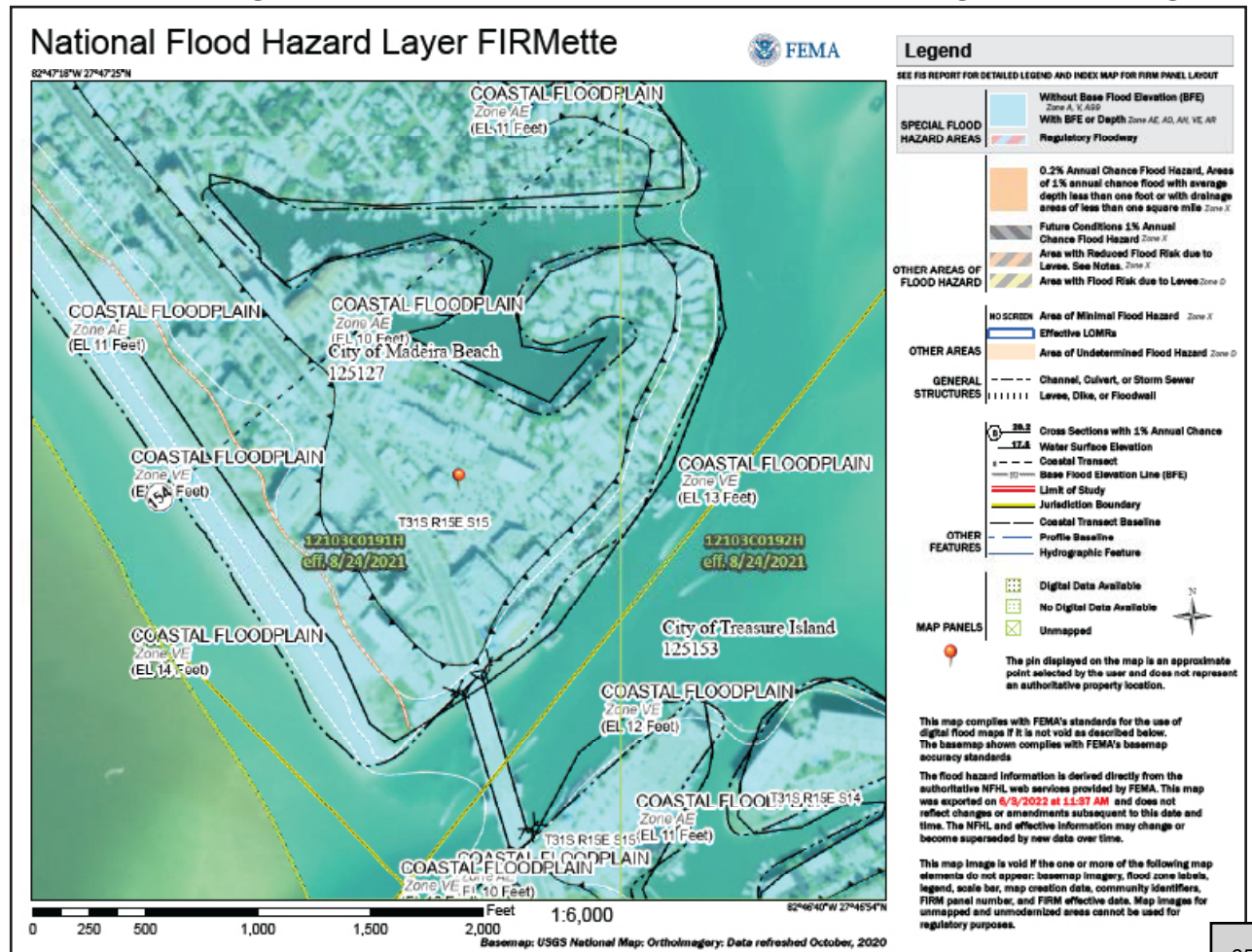


# APPLICABLE FLOODPLAIN MANAGEMENT PROVISIONS

The Coastal A Zone (CAZ) is defined by the Limit of Moderate Wave Action (LiMWA) line. Locations within the CAZ can expect to get wave heights from 1.5 to 3 feet during a base flood event. Therefore, the CAZ has higher standards for construction than a regular AE zone. In Madeira Beach Coastal A Zones are regulated like V Zones. A portion of the John's Pass Village Activity Center is located within the CAZ; these areas include most areas west of Gulf Boulevard, the Boardwalk Character District, and small portions of the Commercial Core Character District. Development is allowed to floodproof commercial areas on the ground floor in the CAZ with a letter from an engineer showing and

stating that the flood velocity does not exceed five feet per second and showing that conformance with certain human intervention limits can be achieved.

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



# COUNTYWIDE PLAN AND RULE CONSIDERATIONS

## Countywide Plan Goals Pertinent to the Coastal High Hazard Area

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

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

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

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

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

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

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

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



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

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

from coastal storms will be altered.

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

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

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

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

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

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

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

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

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

# PLANNING AND URBAN DESIGN PRINCIPLES

## *Chapter Six*

---

### **PURPOSE AND APPLICABILITY OF DESIGN PRINCIPLES**

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

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

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

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

## EXAMINATION OF PLANNING AND URBAN DESIGN STRATEGIES

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

### **Location, Size, and Density/Intensity Standards**

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

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

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

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

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

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



## Connectivity

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

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



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

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

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

Boulevard as a “Secondary Transit Corridor.”

The Madeira Beach Comprehensive Plan states the following regarding connectivity:

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

## Site Orientation

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

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

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

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







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



Commercial Core: pedestrian activity surrounding a camouflaged parking garage



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



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

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

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

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

The Madeira Beach Comprehensive Plan states the following regarding connectivity:

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



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



### Public Realm Enhancements

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

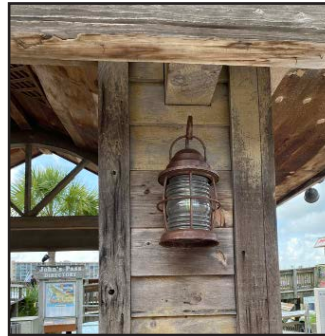
In relationship to multi-modal travel, a strategically located transit hub that provides for transit connections to parking, bicycle and pedestrian facilities would be of great assistance in establishing the “point of entry” from the Gulf Boulevard corridor to the Village.

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

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

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

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



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

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

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



A walkway to the beach in JPV Activity Center.



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

## Ground Floor Design and Use

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

The current development pattern in John’s Pass Village



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

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

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

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

### Transition to Neighborhoods

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



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

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



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

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

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

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

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



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

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

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

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



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

### **Implementation of Planning and Urban Design Principles**

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

#### *The Activity Center Plan*

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

#### *Activity Center Zoning Districts*

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

#### *The City's Site Plan Review Process*

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

#### *Future Design Concept Plan*

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

# IMPLEMENTATION STRATEGIES

## *Chapter Seven*

### PLAN ADOPTION AND AMENDMENT STEPS

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

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

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

**Adoption of John’s Pass Village Activity Center Plan; and**

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

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

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

on the City’s application to approve the Activity Center Plan as the basis for an amendment to establish the Activity Center (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.

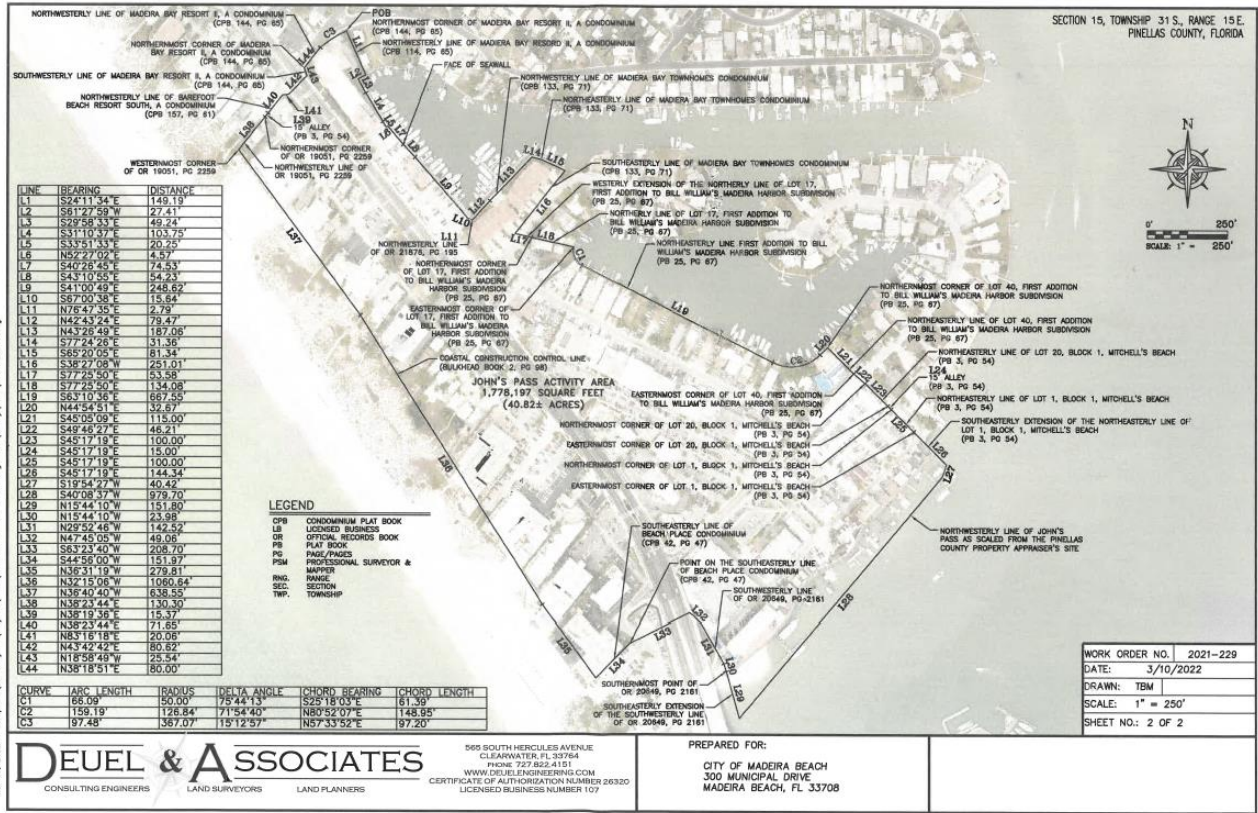
### **Private Redevelopment Initiatives**

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.





**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.

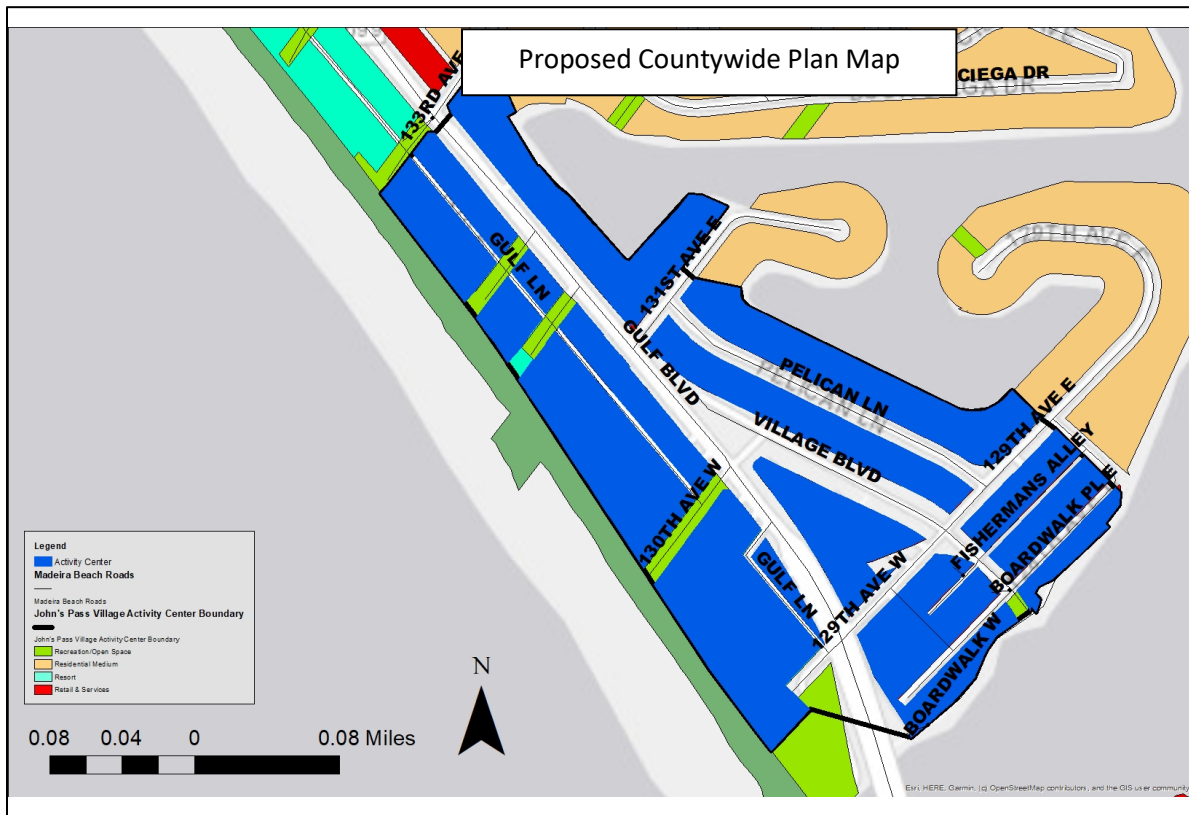
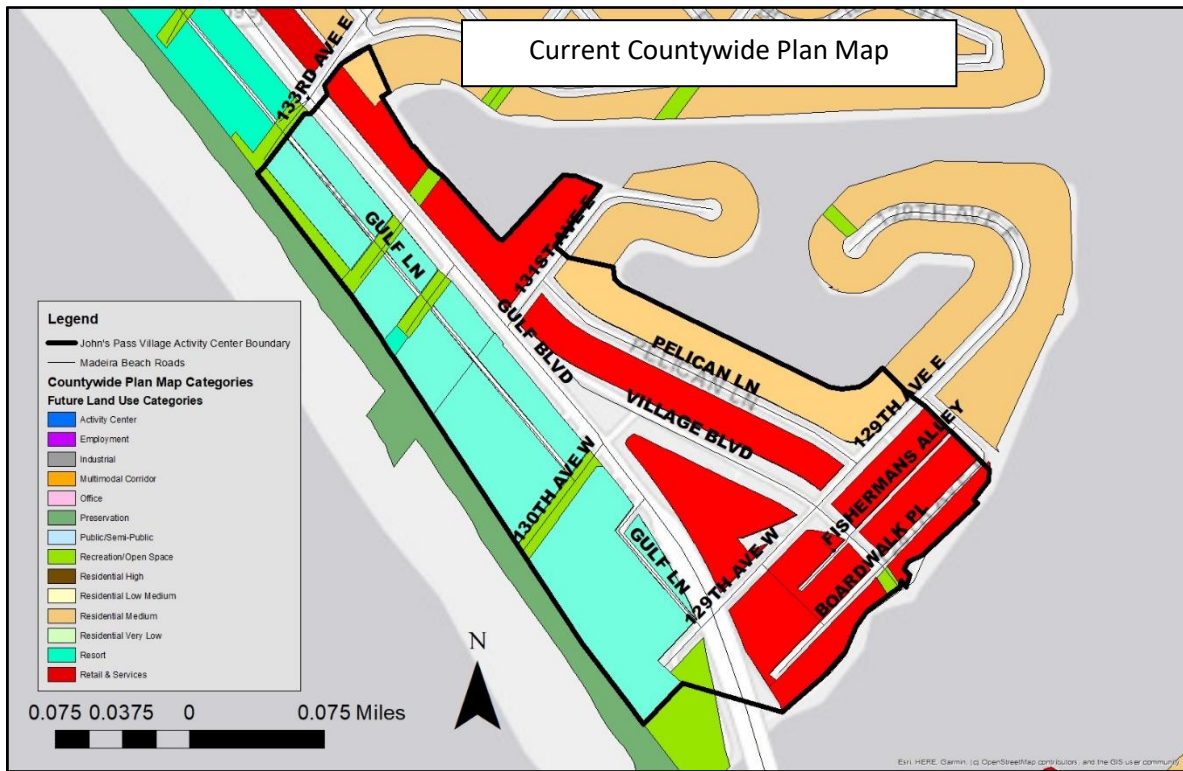
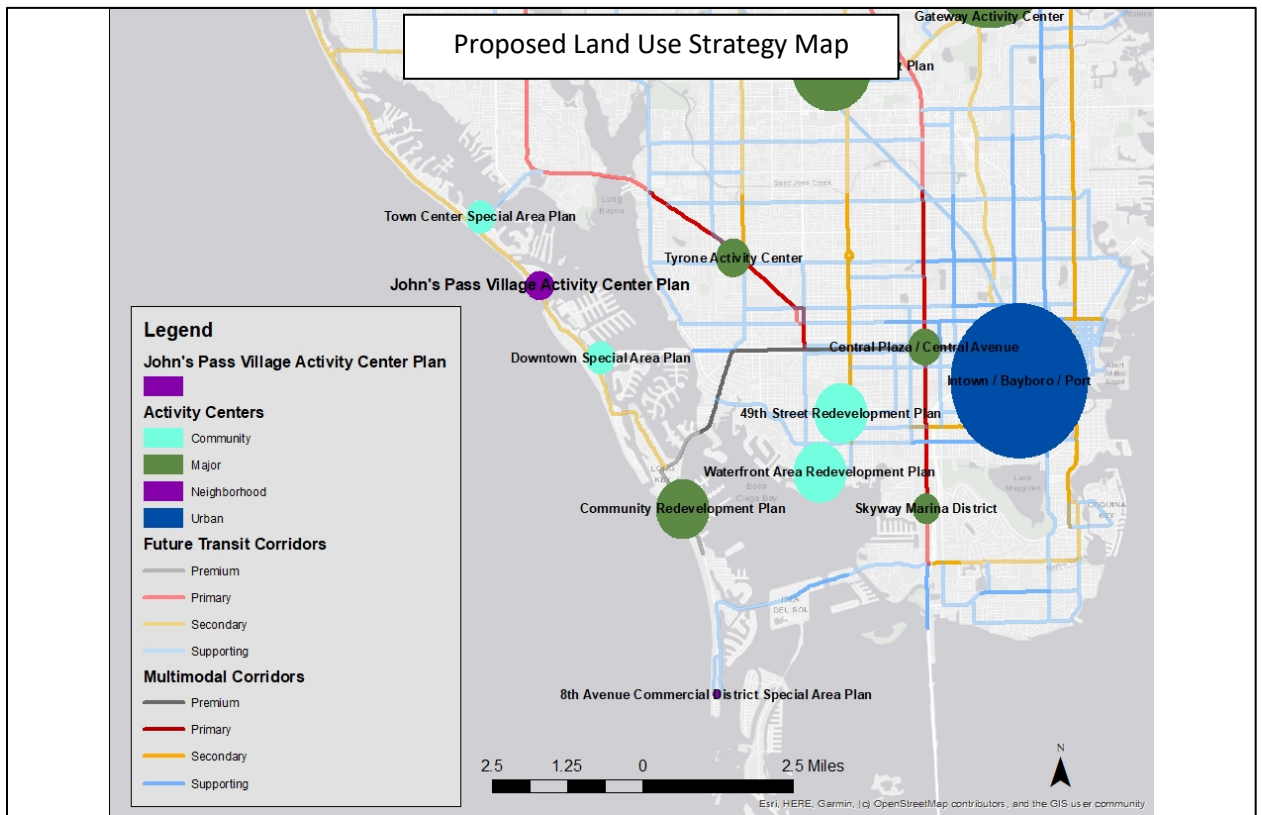
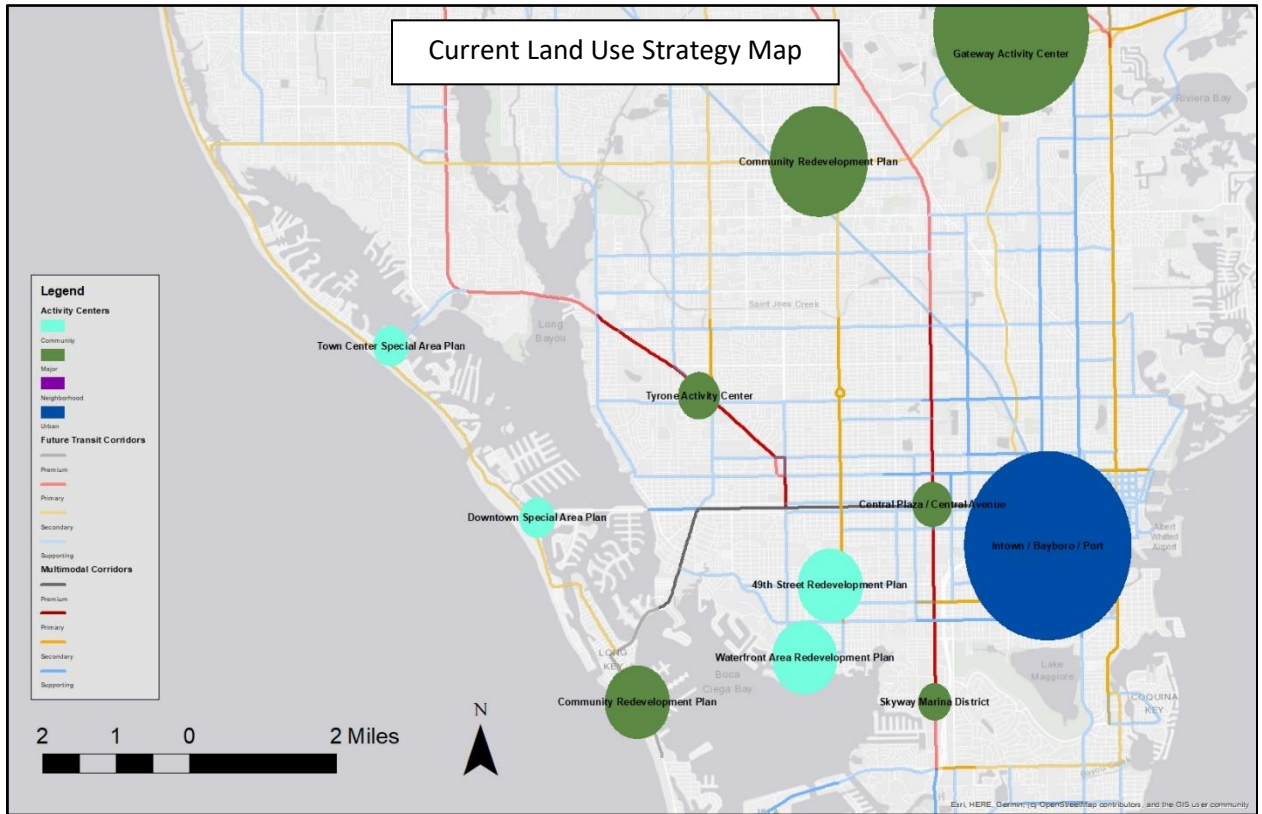


EXHIBIT D



**Tampa Bay Times**  
**Published Daily**

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

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2023-01, ORDINANCE 2023-02** was published in said newspaper by print in the issues of: **2/28/24** or by publication on the newspaper's website, if authorized, on

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

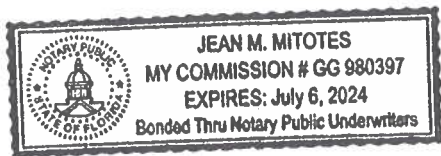
\_\_\_\_\_  
Signature Affiant

Sworn to and subscribed before me this **02/28/2024**

\_\_\_\_\_  
Signature of Notary Public

Personally known \_\_\_\_\_  \_\_\_\_\_ or produced identification

Type of identification produced \_\_\_\_\_



## NOTICE OF PUBLIC HEARING CITY OF MADEIRA BEACH ON PROPOSED AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN AND FUTURE LAND USE MAP

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statutes 166.041 and 163.3184:

**NOTICE IS HEREBY GIVEN** that the Board of Commissioners of the City of Madeira Beach will conduct a public hearing on Wednesday, March 13, 2024, at 2:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the second reading of proposed Ordinance 2023-01 (Adopting John's Pass Village Activity Center Plan) and proposed Ordinance 2023-02 (Amending the City's Future Land Use Map from Commercial General, Recreation/Open Space, Residential Medium, Residential/Office/Retail, and Resort Facilities Medium to Activity Center). Any interested parties may appear at the public hearing and be heard with respect to the proposed ordinances. The titles of the ordinances are:

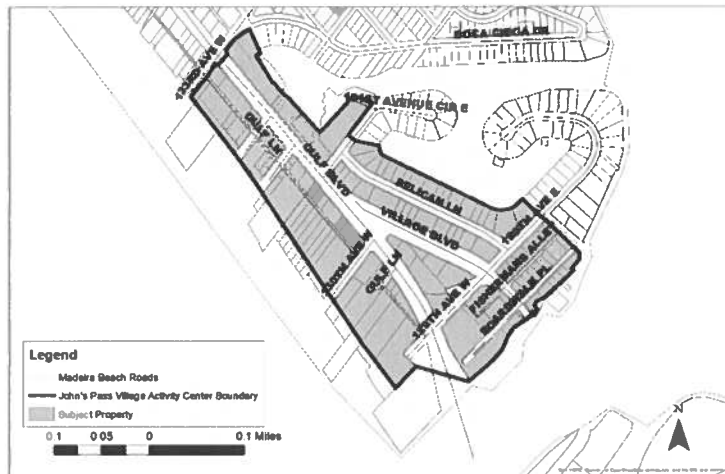
### ORDINANCE 2023-01

**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.**

### 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 (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.**

A geographic location map of the real property affected by the adoption of these ordinances is shown below.



**Public Notice:** Ordinance 2023-01 and Ordinance 2023-02 are available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, or online at <https://madeirabeachfl.gov/johns-pass-activity-center-plan/>. If you would like more information regarding the Ordinances, please contact the Community Development Department, at 727-391-9951, ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

**Note:** 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, any person needing verbatim minutes 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 727-391-9951 Ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov) or fax a written request to 727-399-1131.

# Business Impact Estimate

Proposed ordinance’s title/reference:  
Ordinance 2023-01 and Ordinance 2023-02

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 law<sup>1</sup> 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:

<sup>1</sup> 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):

*The John's Pass Village Activity Center Plan proposes a specific set of land use guidelines and standards designed to reflect and address the unique make-up and challenges of this important mixed-use tourist-oriented focal point in the Madeira Beach and Pinellas County communities.*

*This Plan documents the purpose, background, existing and proposed land use characteristics, transportation and sustainability considerations, design principles and implementation strategies.*

*The purposes of the Activity Center Plan are as follows:*

- 1. To 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. To reconcile inconsistencies among existing land use characteristics in the City Comprehensive Plan and the Countywide Rules Standards.*
- 3. To provide for consistency and enhancement in the Activity Center for future improvement, revitalization, and potential redevelopment within the Village.*

*In brief, 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.*

*To implement the John's Pass Village Activity Center Plan, the City must amend the City of Madeira Beach's Future Land Use Map and the Countywide Plan Map to designate the John's Pass Village Activity Center area as an Activity Center.*

*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.*

*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.*

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 direct impact on businesses with the proposed ordinance.*

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

*Ordinance 2023-01 and Ordinance 2023-02 assures that the Madeira Beach Comprehensive Plan is consistent with the Forward Pinellas Countywide Plan related to intensities, densities, allowed uses, and terminology.*





**FORWARD PINELLAS STAFF ANALYSIS**

**APPLICATION NO.:** Case CW 23-03

**STAFF:** Rodney Chatman, Planning Division Manager

**APPLICANT:** City of Madeira Beach

**PROPERTY SIZE:** 27.04 acres m.o.l.

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

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

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

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

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

**BACKGROUND SUMMARY:**

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

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

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

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

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

**STAFF RECOMMENDATION:**

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

**PLANNERS ADVISORY COMMITTEE RECOMMENDATION:**

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

**LOCAL GOVERNMENT COUNCIL/COMMISSION ACTION:**

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

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

**CURRENT PROPERTY INFORMATION:**

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

**PLANNING CONSIDERATIONS:**

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

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

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

**RELEVANT COUNTYWIDE CONSIDERATIONS:**

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

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

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

**EXISTING DENSITIES AND INTENSITIES**

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

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

| Countywide Plan Future Land Use |          |                             | Madeira Beach Comprehensive Plan Future Land Use |                                       |                                |
|---------------------------------|----------|-----------------------------|--|---------------------------------------|--------------------------------|
| <b>Retail and Services</b>      | FAR 0.55 | RES UPA: 24<br>TEMP UPA: 40 | <b>Commercial General</b>                        | FAR 1.2                               | RES UPA: 15<br>TEMP UPA: 60    |
|                                 |          |                             | <b>Residential/Office/Retail</b>                 | FAR 1.0                               | RES UPA: 18<br>TEMP UPA: 45    |
| <b>Resort</b>                   | FAR 1.2  | RES UPA: 30<br>TEMP UPA: 50 | <b>Resort Facilities Medium</b>                  | FAR 1.0 – 2.0 (Depends on Lot Area)   | RES UPA: 18<br>TEMP UPA: 45-75 |
| <b>Residential Medium</b>       | FAR 0.5  | RES UPA: 15<br>TEMP UPA: 0  | <b>Residential Medium</b>                        | Not specified in Comp Plan. In Zoning | RES UPA: 15<br>TEMP UPA: 0     |
| <b>Recreation/Open Space</b>    | FAR 0.25 | RES UPA: 0<br>TEMP UPA: 0   | <b>Recreation/Open Space</b>                     | FAR 0.25                              | RES UPA: 0<br>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 |
|--------------------------------|---|---------------------------------------|-----------|
| <b>Traditional</b>             | 10.9  | 0                                     | 0.03-1.7  |
| <b>Commercial Core</b>         | 14.5  | 12.4                                  | 0.2.-1.1  |
| <b>Boardwalk</b>               | 0   | 0                                     | 0.4 – 1.3 |
| <b>Low Intensity Mixed Use</b> | 9.4-37.7  | 17.5-34.0                             | 0.2-0.7   |
| <b>John’s Pass Resort</b>      | 4.8-70  | 36.4                                  | 0.1-1.6   |
| <b>Transitional</b>            | 8.3-45.5  | 42-58.9                               | 0.2-1.3   |

**PROPOSED ACTIVITY CENTER PLAN**

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

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

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

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

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

**TRANSPORTATION CONSIDERATIONS**

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

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

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

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

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

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

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

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



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

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

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

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

**A. ACCESS TO EMERGENCY SHELTER SPACE AND EVACUATION ROUTES**

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

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

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

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

**B. UTILIZATION OF EXISTING AND PLANNED INFRASTRUCTURE**

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

**C. UTILIZATION OF EXISTING DISTURBED AREA**

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

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

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

***E. WATER DEPENDENT USE***

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

***F. PART OF COMMUNITY REDEVELOPMENT PLAN***

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

***G. OVERALL REDUCTION OF DENSITY OR INTENSITY***

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

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

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

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

The Madeira Beach Code of Ordinances has provisions that allow for those nonconforming multifamily properties to continue lawfully but restrict further investment. Currently in the Madeira Beach Code of Ordinances, Sec. 110-96 outlines the process to rebuild nonconforming structures after a catastrophic loss from a disaster. Multifamily residential and temporary lodging developments may be rebuilt to the same density, height, and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application. Commercial development must meet the current intensity standards after a catastrophic loss. Many of the commercial buildings within John’s Pass Village exceed the allowed FAR. However, it is of note that the city is considering amending their regulations to permit commercial development to build back to the same FARs.

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

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

|                           |          |         |    |  |         |                                      |
|---------------------------|----------|---------|----|--|---------|--------------------------------------|
| <b>John's Pass Resort</b> | 4.8-70   | 36.4    | 18 | 60 (75/100 with development agreement) | 0.1-1.6 | 2.2 (2.5 with Development Agreement) |
| <b>Transitional</b>       | 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 129<sup>th</sup> 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

**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](mailto: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.**





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 10C.

**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](mailto:james.golden@watermatters.org).

Sincerely,

James J. Golden, AICP  
Senior Planner

JG  
cc: Barbara Powell, FC

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.

February 27, 2024

Ms. Jennifer Rowan  
Senior Planner  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, Florida 33708

Subject: Proposed Comprehensive Plan Amendment 180-Day Deadline Advanced Notification  
City of Madeira Beach 23-03ESR, ORD 2023-01 & 2023-02

Dear Ms. Rowan:

Section 163.3184(3), Florida Statutes (F.S.), states that a proposed amendment shall be deemed withdrawn if the local government fails to hold the second public hearing (the adoption hearing) within 180 days after receipt of agency comments, unless extended by agreement with notice to the Department and to any affected person that provided comments on the amendment.

According to our records City of Madeira Beach has a proposed comprehensive plan amendment package that is nearing the 180-day timeframe, and we have not received notice of an agreement to extend the 180-day deadline. The proposed package is numbered **23-03ESR** and was transmitted to the Department on **August 8, 2023**. The Department's report was sent on **September 7, 2023**. Attached is a copy of the original transmittal letter to help facilitate your records. **The 180-day deadline to adopt the proposed amendment has been extended to April 10, 2024.**

When the amendment package is adopted, please submit the adopted amendment pursuant to Section 163.3184, F.S. for compliance review. A complete amendment package in PDF format can be uploaded to the Comprehensive Plan Upload Portal at <https://flcom.my.salesforce-Sites.com/cp/>. **The adopted amendment must be transmitted within 10-working days after the second public hearing pursuant to Section 163.3184(3)(c)2., F.S.**

If the adoption date was extended consistent with Section 163.3184, F.S., please notify the Department in a timely manner so we may update our records. If you are anticipating extending the 180-day deadline it should be extended and the notification received by the Department before the 180-day deadline expires.

If the proposed amendment package **was not adopted and has been withdrawn**, please submit a letter to the Department indicating that the local government has formally withdrawn the amendment package.

All information should be addressed to the Florida Department of Commerce and sent to my attention. If you have any questions concerning this request, I can be reached at 850.717.8491 or via email at [Donna.Harris@Commerce.fl.gov](mailto:Donna.Harris@Commerce.fl.gov).

Sincerely,



Donna Harris, Senior Plan Processor  
Bureau of Community Planning and Growth

DH/

Enclosure: Transmittal Letter



300 Municipal Drive  
Madeira Beach, Florida 33708  
(727) 391-9951  
Fax (727) 399-1131  
[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)

August 8, 2023

Donna Harris  
Plan Processing  
Florida Commerce  
Caldwell Building  
107 East Madison Street  
Tallahassee, Florida 32399

RE: Proposed Ordinance 2023-01 (John’s Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending the FLUM to add John's Pass Village Activity Center) Amendment Package Submittal Letter

Dear Donna Harris,

City of Madeira Beach, **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, and 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 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, are hereby transmitted to Florida Commerce Plan Processing pursuant to the requirements of 163.3184, *Florida Statutes*.**

On November 28, 2022, the Local Planning Agency (LPA) recommended Ordinance 2023-01 (John’s Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending the FLUM to add John's Pass Village Activity Center) to move forward to the First Reading and Public Hearing by the City of Madeira Beach Board of Commissioners. On January 11, 2023, Ordinance 2023-01 (John’s Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending the FLUM to add John's Pass Village Activity Center) went to First Reading and Public Hearing. The Board of Commissioners recommended Ordinance 2023-01 and Ordinance

2023-02 to be transmitted to Forward Pinellas, the Florida Department of Economic Opportunity, and other regional and state agencies required to review amendments.

Ordinance 2023-01, upon final approval, will adopt the John's Pass Village Activity Center Plan. The John's Pass Village Activity Center Plan proposes a specific set of land use guidelines and standards designed to reflect and address the unique make-up and challenges of this important mixed-use tourist-oriented focal point in the Madeira Beach and Pinellas County communities. This Plan documents the purpose, background, existing and proposed land use characteristics, transportation and sustainability considerations, design principles and implementation strategies. The purposes of the Activity Center Plan are as follows:

1. To 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. To reconcile inconsistencies among existing land use characteristics in the City Comprehensive Plan and the Countywide Rules Standards.
3. To provide for consistency and enhancement in the Activity Center for future improvement, revitalization, and potential redevelopment within the Village.

In brief, 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.

Ordinance 2023-02, upon final approval, will amend the City's Future Land Use Map to place the Activity Center Plan designation on the map. To implement the John's Pass Village Activity Center Plan, the City must amend the City of Madeira Beach's Future Land Use Map and the Countywide Plan Map to designate the John's Pass Village Activity Center area as Activity Center. 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. 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 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.

Ordinance 2023-01 and Ordinance 2023-02 do not impact an area of critical state concern. The Amendment Package includes Ordinance 2023-01 (John’s Pass Village Activity Center Plan), Ordinance 2023-02 (Amending the FLUM to add John's Pass Village Activity Center), required support materials for Ordinance 2023-01 and Ordinance 2023-02, the minutes from Local Planning Agency (LPA) meeting, the minutes from the Board of Commissioners Meeting, legal ads, public notice, and the Forward Pinellas Countywide Plan Map Application. Potentially Ordinance 2023-01 and Ordinance 2023-02 would go to second reading and public hearing at the Board of Commissioners meeting in November 2023.

Sincerely,

Jenny Rowan, CFM  
Community Development Director  
City of Madeira Beach Community  
Development Department  
[jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov)  
(727) 391-9951 Ext. 255



Andrew Morris, AICP  
Long Range Planner  
City of Madeira Beach Community  
Development Department  
[amorris@madeirabeachfl.gov](mailto:amorris@madeirabeachfl.gov)  
(727) 391-9951 Ext. 296



STATE OF FLORIDA

COUNTY OF PINELLAS

I, KEN BURKE, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners, in and for the State and County aforesaid, DO HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance adopted by the Board of County Commissioners of Pinellas County, Florida, on February 20, 2024 relative to:

ORDINANCE NO. 24- 6

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal this February 22, 2024



KEN BURKE  
Clerk of the Circuit Court  
and Ex-officio Clerk to the  
Board of County Commissioners

By: *Derelynn Revie*  
Derelynn Revie, Deputy Clerk

## Hooey, Docia A

**From:** County Ordinances <CountyOrdinances@dos.myflorida.com>  
**Sent:** Thursday, February 22, 2024 4:29 PM  
**To:** Clerk Board Records; County Ordinances  
**Cc:** Eres, Christian; DiNapoli, Franchesca; Revie, Derelynn; Young, Bernie C  
**Subject:** RE: Pinellas County Ordinance - PIN20240220\_Ordinance2024\_24-6  
**Attachments:** Pinellas20240222\_Ordinance24\_6\_Ack.pdf

**Categories:** Docia

**This Message Is From an External Sender**  
 This message came from outside your organization.

Report Suspicious

Good afternoon,

Please find the attached acknowledgment letter for Pinellas County Ordinance No. 24-6, which was filed in this office on February 22, 2024.

Best,

County Ordinances  
 Florida Administrative Code and Register  
 Room 701 The Capitol | Tallahassee, Florida

---

**From:** Clerk Board Records <BoardRecords@mypinellasclerk.gov>  
**Sent:** Thursday, February 22, 2024 12:18 PM  
**To:** County Ordinances <CountyOrdinances@dos.myflorida.com>  
**Cc:** Eres, Christian <ceres@mypinellasclerk.gov>; DiNapoli, Franchesca <fdinapoli@mypinellasclerk.gov>; Revie, Derelynn <drevie@mypinellasclerk.gov>; Young, Bernie C <bcyoung@mypinellasclerk.gov>  
**Subject:** Pinellas County Ordinance - PIN20240220\_Ordinance2024\_24-6

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

|                      |  |
|----------------------|--|
| Sender Full Name:    | Ken Burke, Clerk of the Circuit Court and Comptroller<br><a href="#">Derelynn Revie</a> , Deputy Clerk, Board Records Department |
| Sender Phone number: | (727) 464-3458   |
| County Name:         | <b>Pinellas</b>  |
| Ordinance Number:    | <b><a href="#">PIN20240220_Ordinance2024_24-6</a></b>  |

Thank you!

*Dacia Hooley*

Records Specialist III  
Board Records Department  
Office of Ken Burke, Clerk of the Circuit Court and Comptroller  
Pinellas County, Florida  
315 Court St., Clearwater, FL 33756  
Office (727)464-3464

[dhooey@mypinellasclerk.gov](mailto:dhooey@mypinellasclerk.gov) | [www.mypinellasclerk.gov](http://www.mypinellasclerk.gov)

Tell us how we're doing by filling out a [comment card!](#)

~Serving You~



**Sign up today and protect yourself from FRAUD!**

**Follow the Clerk:**



Please Note: All mail sent to and from Pinellas County is subject to the Public Records Laws of Florida

ORDINANCE NO. 24- 6

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

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

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

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

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

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

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

Section 1. Amending the Countywide Plan Map

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

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

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

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

APPROVED AS TO FORM  
By: Derrill McAteer  
Office of the County Attorney



**Hooey, Docia A**

---

**From:** Clerk Board Records  
**Sent:** Thursday, February 22, 2024 12:18 PM  
**To:** countyordinances@dos.myflorida.com  
**Cc:** Eres, Christian; DiNapoli, Franchesca; Revie, Derelynn; Young, Bernie C  
**Subject:** Pinellas County Ordinance - PIN20240220\_Ordinance2024\_24-6  
**Attachments:** PIN20240220\_Ordinance2024\_24-6.pdf

|                      |   |
|----------------------|---|
| Sender Full Name:    | Ken Burke, Clerk of the Circuit Court and Comptroller<br>Derelynn Revie, Deputy Clerk, Board Records Department |
| Sender Phone number: | (727) 464-3458  |
| County Name:         | <b>Pinellas</b>   |
| Ordinance Number:    | <b>PIN20240220_Ordinance2024_24-6</b>   |

Thank you!

*Docia Hooey*

Records Specialist III  
Board Records Department  
Office of Ken Burke, Clerk of the Circuit Court and Comptroller  
Pinellas County, Florida  
315 Court St., Clearwater, FL 33756  
Office (727)464-3464

[dhooey@mypinellasclerk.gov](mailto:dhooey@mypinellasclerk.gov) | [www.mypinellasclerk.gov](http://www.mypinellasclerk.gov)

Tell us how we're doing by filling out a [comment card!](#)

~Serving You~



**Sign up today and protect yourself from FRAUD!**

Follow the Clerk:



Please Note: All mail sent to and from Pinellas County is subject to the Public Records Laws of Florida



## Memorandum

**Meeting Details:** March 13, 2024 - 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:** Ordinance 2023-01 (John's Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) Second Reading and Public Hearing

---

### Background

Ordinance 2023-01 adopts the John's Pass Village Activity Center Plan (Special Area Plan) for the John's Pass Village Activity Center area. Ordinance 2023-02 amends the Future Land Use Map of the Madeira Beach Comprehensive Plan to change the John's Pass Village Activity Center Area from Commercial General, Recreation/Open Space, Residential Medium, Residential/Office/Retail, and Resort Facilities Medium to Activity Center.

The Board of County Commissioners, in their role as the Countywide Planning Authority (CPA) adopted Ordinance 24-6 (#CW-23-03), which amended the Countywide Plan Map on February 20, 2024. Ordinance 24-6 (#CW23-03) amended the Countywide Plan Map an area generally bounded by 133rd Ave. W. to the west, John's Pass to the east, Boca Ciega Bay to the north, and the Gulf of Mexico from Retail & Services (R&S), Resort (R), Residential Medium (RM), and Recreation/Open Space (R/OS) to Activity Center (AC). Since the Countywide Plan Map Amendment #CW-23-03 was adopted, the City of Madeira Beach is now able to bring Ordinance 2023-01 (John's Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) to second reading and public hearing for adoption. The Florida Commerce Bureau of Community Planning and Growth, Southwest Florida Water Management District, and Florida Department of Environmental Protection reviewed the John's Pass Village Activity Center Plan (as originally submitted) with no concern or comments.

### Discussion

The John's Pass Village Activity Center Plan proposes a specific set of land use guidelines and standards designed to reflect and address the unique make-up and challenges of this important mixed-use tourist-oriented focal point in the Madeira Beach and Pinellas County communities.

This Plan documents the purpose, background, existing and proposed land use characteristics, transportation and sustainability considerations, design principles and implementation strategies.

The purposes of the Activity Center Plan are as follows:

1. To 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. To reconcile inconsistencies among existing land use characteristics in the City Comprehensive Plan and the Countywide Rules Standards.
3. To provide for consistency and enhancement in the Activity Center for future improvement, revitalization, and potential redevelopment within the Village.

In brief, 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 adoption of Ordinance 24-6 (#CW-23-03) implemented an Activity Center Future Land Use designation on the Countywide Plan Map for the John's Pass Village Activity Center. To implement the John's Pass Village Activity Center Plan, the City still must amend the City of Madeira Beach's Future Land Use Map to designate the John's Pass Village Activity Center area as an Activity Center.

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. 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 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.

**Fiscal Impact**

N/A

**Recommendation(s)**

Staff recommends the adoption of Ordinance 2023-01 (John's Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) and for the final adoption transmittal to the Florida Commerce Bureau of Community Planning and Growth.

**Attachments/Corresponding Documents**

- Ordinance 2023-01 (John's Pass Village Activity Center Plan)
- Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center)
- Business Impact Estimate
- Regional and Statewide Agency Responses
- Ordinance 24-6 (#CW-23-03)
- Legal Ad

**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 (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 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 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 10D.

**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: \_\_\_\_\_

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:**

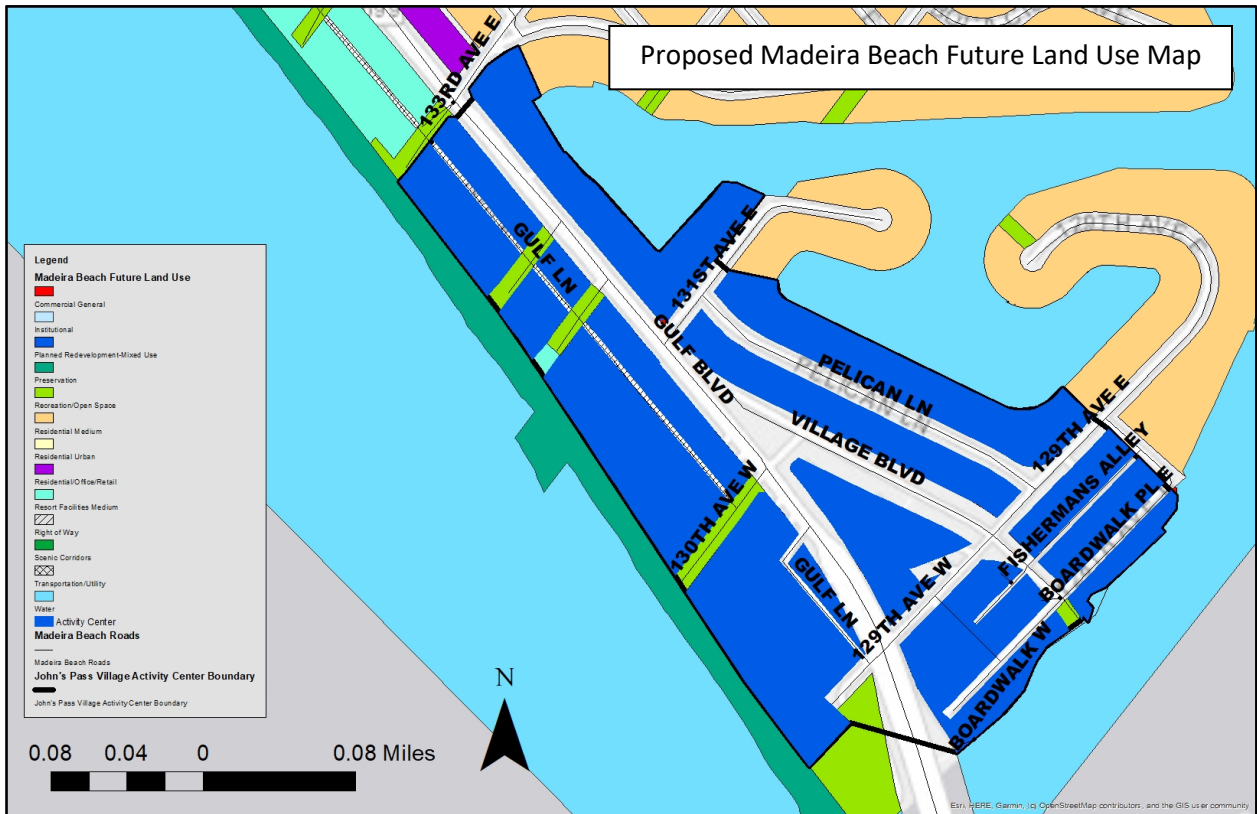
**BEGIN AT THE NORTHERNMOST CORNER OF MADEIRA BAY RESORT 11, A CONDOMINIUM, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 144, PAGE 65, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S24°11'34"E, ALONG THE NORTHWESTERLY LINE OF SAID MADEIRA BAY RESORT II, A DISTANCE 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.



**Tampa Bay Times**  
**Published Daily**

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

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2023-01, ORDINANCE 2023-02** was published in said newspaper by print in the issues of: **2/28/24** or by publication on the newspaper's website, if authorized, on

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

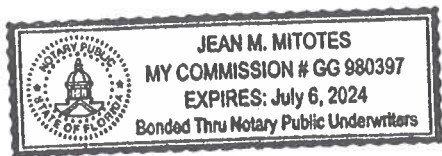
\_\_\_\_\_  
Signature Affiant

Sworn to and subscribed before me this 02/28/2024

\_\_\_\_\_  
Signature of Notary Public

Personally known \_\_\_\_\_ X \_\_\_\_\_ or produced identification

Type of identification produced \_\_\_\_\_



# NOTICE OF PUBLIC HEARING CITY OF MADEIRA BEACH ON PROPOSED AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN AND FUTURE LAND USE MAP

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statutes 166.041 and 163.3184:

**NOTICE IS HEREBY GIVEN** that the Board of Commissioners of the City of Madeira Beach will conduct a public hearing on Wednesday, March 13, 2024, at 2:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the second reading of proposed Ordinance 2023-01 (Adopting John's Pass Village Activity Center Plan) and proposed Ordinance 2023-02 (Amending the City's Future Land Use Map from Commercial General, Recreation/Open Space, Residential Medium, Residential/Office/Retail, and Resort Facilities Medium to Activity Center). Any interested parties may appear at the public hearing and be heard with respect to the proposed ordinances. The titles of the ordinances are:

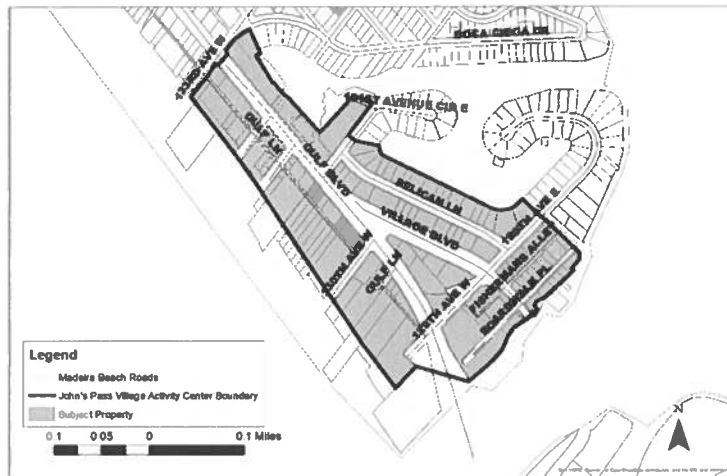
### ORDINANCE 2023-01

**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.**

### 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 (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.**

A geographic location map of the real property affected by the adoption of these ordinances is shown below.



**Public Notice:** Ordinance 2023-01 and Ordinance 2023-02 are available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, or online at <https://madeirabeachfl.gov/johns-pass-activity-center-plan/>. If you would like more information regarding the Ordinances, please contact the Community Development Department, at 727-391-9951, ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

**Note:** 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, any person needing verbatim minutes 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 727-391-9951 Ext. 244 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov) or fax a written request to 727-399-1131.

# Business Impact Estimate

Proposed ordinance's title/reference:  
Ordinance 2023-01 and Ordinance 2023-02

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 law<sup>1</sup> 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:

---

<sup>1</sup> 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):

*The John's Pass Village Activity Center Plan proposes a specific set of land use guidelines and standards designed to reflect and address the unique make-up and challenges of this important mixed-use tourist-oriented focal point in the Madeira Beach and Pinellas County communities.*

*This Plan documents the purpose, background, existing and proposed land use characteristics, transportation and sustainability considerations, design principles and implementation strategies.*

*The purposes of the Activity Center Plan are as follows:*

- 1. To 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. To reconcile inconsistencies among existing land use characteristics in the City Comprehensive Plan and the Countywide Rules Standards.*
- 3. To provide for consistency and enhancement in the Activity Center for future improvement, revitalization, and potential redevelopment within the Village.*

*In brief, 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.*

*To implement the John's Pass Village Activity Center Plan, the City must amend the City of Madeira Beach's Future Land Use Map and the Countywide Plan Map to designate the John's Pass Village Activity Center area as an Activity Center.*

*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.*

*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.*

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 direct impact on businesses with the proposed ordinance.*

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

*Ordinance 2023-01 and Ordinance 2023-02 assures that the Madeira Beach Comprehensive Plan is consistent with the Forward Pinellas Countywide Plan related to intensities, densities, allowed uses, and terminology.*





## FORWARD PINELLAS STAFF ANALYSIS

**APPLICATION NO.:** Case CW 23-03

**STAFF:** Rodney Chatman, Planning Division Manager

**APPLICANT:** City of Madeira Beach

**PROPERTY SIZE:** 27.04 acres m.o.l.

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

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

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

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

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

### BACKGROUND SUMMARY:

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

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

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

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

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

**STAFF RECOMMENDATION:**

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

**PLANNERS ADVISORY COMMITTEE RECOMMENDATION:**

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

**LOCAL GOVERNMENT COUNCIL/COMMISSION ACTION:**

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

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

**CURRENT PROPERTY INFORMATION:**

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

**PLANNING CONSIDERATIONS:**

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

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

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

**RELEVANT COUNTYWIDE CONSIDERATIONS:**

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

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

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

**EXISTING DENSITIES AND INTENSITIES**

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

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

| Countywide Plan Future Land Use |          |                             | Madeira Beach Comprehensive Plan Future Land Use |                                       |                                |
|---------------------------------|----------|-----------------------------|--|---------------------------------------|--------------------------------|
| <b>Retail and Services</b>      | FAR 0.55 | RES UPA: 24<br>TEMP UPA: 40 | <b>Commercial General</b>                        | FAR 1.2                               | RES UPA: 15<br>TEMP UPA: 60    |
|                                 |          |                             | <b>Residential/Office/Retail</b>                 | FAR 1.0                               | RES UPA: 18<br>TEMP UPA: 45    |
| <b>Resort</b>                   | FAR 1.2  | RES UPA: 30<br>TEMP UPA: 50 | <b>Resort Facilities Medium</b>                  | FAR 1.0 – 2.0 (Depends on Lot Area)   | RES UPA: 18<br>TEMP UPA: 45-75 |
| <b>Residential Medium</b>       | FAR 0.5  | RES UPA: 15<br>TEMP UPA: 0  | <b>Residential Medium</b>                        | Not specified in Comp Plan. In Zoning | RES UPA: 15<br>TEMP UPA: 0     |
| <b>Recreation/Open Space</b>    | FAR 0.25 | RES UPA: 0<br>TEMP UPA: 0   | <b>Recreation/Open Space</b>                     | FAR 0.25                              | RES UPA: 0<br>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 |
|--------------------------------|---|---------------------------------------|-----------|
| <b>Traditional</b>             | 10.9  | 0                                     | 0.03-1.7  |
| <b>Commercial Core</b>         | 14.5  | 12.4                                  | 0.2.-1.1  |
| <b>Boardwalk</b>               | 0   | 0                                     | 0.4 – 1.3 |
| <b>Low Intensity Mixed Use</b> | 9.4-37.7  | 17.5-34.0                             | 0.2-0.7   |
| <b>John’s Pass Resort</b>      | 4.8-70  | 36.4                                  | 0.1-1.6   |
| <b>Transitional</b>            | 8.3-45.5  | 42-58.9                               | 0.2-1.3   |

**PROPOSED ACTIVITY CENTER PLAN**

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

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

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

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

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

**TRANSPORTATION CONSIDERATIONS**

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

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

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

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

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

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

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

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



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

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

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

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

**A. ACCESS TO EMERGENCY SHELTER SPACE AND EVACUATION ROUTES**

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

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

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

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

**B. UTILIZATION OF EXISTING AND PLANNED INFRASTRUCTURE**

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

**C. UTILIZATION OF EXISTING DISTURBED AREA**

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

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

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

***E. WATER DEPENDENT USE***

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

***F. PART OF COMMUNITY REDEVELOPMENT PLAN***

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

***G. OVERALL REDUCTION OF DENSITY OR INTENSITY***

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

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

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

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

The Madeira Beach Code of Ordinances has provisions that allow for those nonconforming multifamily properties to continue lawfully but restrict further investment. Currently in the Madeira Beach Code of Ordinances, Sec. 110-96 outlines the process to rebuild nonconforming structures after a catastrophic loss from a disaster. Multifamily residential and temporary lodging developments may be rebuilt to the same density, height, and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application. Commercial development must meet the current intensity standards after a catastrophic loss. Many of the commercial buildings within John’s Pass Village exceed the allowed FAR. However, it is of note that the city is considering amending their regulations to permit commercial development to build back to the same FARs.

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

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

|                           |          |         |    |  |         |                                      |
|---------------------------|----------|---------|----|--|---------|--------------------------------------|
| <b>John's Pass Resort</b> | 4.8-70   | 36.4    | 18 | 60 (75/100 with development agreement) | 0.1-1.6 | 2.2 (2.5 with Development Agreement) |
| <b>Transitional</b>       | 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 129<sup>th</sup> 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

**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](mailto: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.**





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 10D.

### 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](mailto:james.golden@watermatters.org).

Sincerely,

James J. Golden, AICP  
Senior Planner

JG  
cc: Barbara Powell, FC

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.

February 27, 2024

Ms. Jennifer Rowan  
Senior Planner  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, Florida 33708

Subject: Proposed Comprehensive Plan Amendment 180-Day Deadline Advanced Notification  
City of Madeira Beach 23-03ESR, ORD 2023-01 & 2023-02

Dear Ms. Rowan:

Section 163.3184(3), Florida Statutes (F.S.), states that a proposed amendment shall be deemed withdrawn if the local government fails to hold the second public hearing (the adoption hearing) within 180 days after receipt of agency comments, unless extended by agreement with notice to the Department and to any affected person that provided comments on the amendment.

According to our records City of Madeira Beach has a proposed comprehensive plan amendment package that is nearing the 180-day timeframe, and we have not received notice of an agreement to extend the 180-day deadline. The proposed package is numbered **23-03ESR** and was transmitted to the Department on **August 8, 2023**. The Department's report was sent on **September 7, 2023**. Attached is a copy of the original transmittal letter to help facilitate your records. **The 180-day deadline to adopt the proposed amendment has been extended to April 10, 2024.**

When the amendment package is adopted, please submit the adopted amendment pursuant to Section 163.3184, F.S. for compliance review. A complete amendment package in PDF format can be uploaded to the Comprehensive Plan Upload Portal at <https://flcom.my.salesforce-Sites.com/cp/>. **The adopted amendment must be transmitted within 10-working days after the second public hearing pursuant to Section 163.3184(3)(c)2., F.S.**

If the adoption date was extended consistent with Section 163.3184, F.S., please notify the Department in a timely manner so we may update our records. If you are anticipating extending the 180-day deadline it should be extended and the notification received by the Department before the 180-day deadline expires.

If the proposed amendment package **was not adopted and has been withdrawn**, please submit a letter to the Department indicating that the local government has formally withdrawn the amendment package.

All information should be addressed to the Florida Department of Commerce and sent to my attention. If you have any questions concerning this request, I can be reached at 850.717.8491 or via email at [Donna.Harris@Commerce.fl.gov](mailto:Donna.Harris@Commerce.fl.gov).

Sincerely,



Donna Harris, Senior Plan Processor  
Bureau of Community Planning and Growth

DH/

Enclosure: Transmittal Letter



300 Municipal Drive  
Madeira Beach, Florida 33708  
(727) 391-9951  
Fax (727) 399-1131  
[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)

August 8, 2023

Donna Harris  
Plan Processing  
Florida Commerce  
Caldwell Building  
107 East Madison Street  
Tallahassee, Florida 32399

RE: Proposed Ordinance 2023-01 (John’s Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending the FLUM to add John's Pass Village Activity Center) Amendment Package Submittal Letter

Dear Donna Harris,

City of Madeira Beach, **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, and 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 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, are hereby transmitted to Florida Commerce Plan Processing pursuant to the requirements of 163.3184, *Florida Statutes*.**

On November 28, 2022, the Local Planning Agency (LPA) recommended Ordinance 2023-01 (John’s Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending the FLUM to add John's Pass Village Activity Center) to move forward to the First Reading and Public Hearing by the City of Madeira Beach Board of Commissioners. On January 11, 2023, Ordinance 2023-01 (John’s Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending the FLUM to add John's Pass Village Activity Center) went to First Reading and Public Hearing. The Board of Commissioners recommended Ordinance 2023-01 and Ordinance

2023-02 to be transmitted to Forward Pinellas, the Florida Department of Economic Opportunity, and other regional and state agencies required to review amendments.

Ordinance 2023-01, upon final approval, will adopt the John's Pass Village Activity Center Plan. The John's Pass Village Activity Center Plan proposes a specific set of land use guidelines and standards designed to reflect and address the unique make-up and challenges of this important mixed-use tourist-oriented focal point in the Madeira Beach and Pinellas County communities. This Plan documents the purpose, background, existing and proposed land use characteristics, transportation and sustainability considerations, design principles and implementation strategies. The purposes of the Activity Center Plan are as follows:

1. To 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. To reconcile inconsistencies among existing land use characteristics in the City Comprehensive Plan and the Countywide Rules Standards.
3. To provide for consistency and enhancement in the Activity Center for future improvement, revitalization, and potential redevelopment within the Village.

In brief, 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.

Ordinance 2023-02, upon final approval, will amend the City's Future Land Use Map to place the Activity Center Plan designation on the map. To implement the John's Pass Village Activity Center Plan, the City must amend the City of Madeira Beach's Future Land Use Map and the Countywide Plan Map to designate the John's Pass Village Activity Center area as Activity Center. 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. 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 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.

Ordinance 2023-01 and Ordinance 2023-02 do not impact an area of critical state concern. The Amendment Package includes Ordinance 2023-01 (John’s Pass Village Activity Center Plan), Ordinance 2023-02 (Amending the FLUM to add John's Pass Village Activity Center), required support materials for Ordinance 2023-01 and Ordinance 2023-02, the minutes from Local Planning Agency (LPA) meeting, the minutes from the Board of Commissioners Meeting, legal ads, public notice, and the Forward Pinellas Countywide Plan Map Application. Potentially Ordinance 2023-01 and Ordinance 2023-02 would go to second reading and public hearing at the Board of Commissioners meeting in November 2023.

Sincerely,

Jenny Rowan, CFM  
Community Development Director  
City of Madeira Beach Community  
Development Department  
[jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov)  
(727) 391-9951 Ext. 255



Andrew Morris, AICP  
Long Range Planner  
City of Madeira Beach Community  
Development Department  
[amorris@madeirabeachfl.gov](mailto:amorris@madeirabeachfl.gov)  
(727) 391-9951 Ext. 296



STATE OF FLORIDA

COUNTY OF PINELLAS

I, KEN BURKE, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners, in and for the State and County aforesaid, DO HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance adopted by the Board of County Commissioners of Pinellas County, Florida, on February 20, 2024 relative to:

ORDINANCE NO. 24- 6

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal this February 22, 2024



KEN BURKE  
Clerk of the Circuit Court  
and Ex-officio Clerk to the  
Board of County Commissioners

By: *Derelynn Revie*  
Derelynn Revie, Deputy Clerk

## Hooey, Docia A

**From:** County Ordinances <CountyOrdinances@dos.myflorida.com>  
**Sent:** Thursday, February 22, 2024 4:29 PM  
**To:** Clerk Board Records; County Ordinances  
**Cc:** Eres, Christian; DiNapoli, Franchesca; Revie, Derelynn; Young, Bernie C  
**Subject:** RE: Pinellas County Ordinance - PIN20240220\_Ordinance2024\_24-6  
**Attachments:** Pinellas20240222\_Ordinance24\_6\_Ack.pdf

**Categories:** Docia

**This Message Is From an External Sender**  
 This message came from outside your organization.

[Report Suspicious](#)

Good afternoon,

Please find the attached acknowledgment letter for Pinellas County Ordinance No. 24-6, which was filed in this office on February 22, 2024.

Best,

County Ordinances  
 Florida Administrative Code and Register  
 Room 701 The Capitol | Tallahassee, Florida

---

**From:** Clerk Board Records <BoardRecords@mypinellasclerk.gov>  
**Sent:** Thursday, February 22, 2024 12:18 PM  
**To:** County Ordinances <CountyOrdinances@dos.myflorida.com>  
**Cc:** Eres, Christian <ceres@mypinellasclerk.gov>; DiNapoli, Franchesca <fdinapoli@mypinellasclerk.gov>; Revie, Derelynn <drevie@mypinellasclerk.gov>; Young, Bernie C <bcyoung@mypinellasclerk.gov>  
**Subject:** Pinellas County Ordinance - PIN20240220\_Ordinance2024\_24-6

**EMAIL RECEIVED FROM EXTERNAL SOURCE**

The attachments/links in this message have been scanned by Proofpoint.

|                      |  |
|----------------------|--|
| Sender Full Name:    | Ken Burke, Clerk of the Circuit Court and Comptroller<br><a href="#">Derelynn Revie</a> , Deputy Clerk, Board Records Department |
| Sender Phone number: | (727) 464-3458   |
| County Name:         | <b>Pinellas</b>  |
| Ordinance Number:    | <b>PIN20240220_Ordinance2024_24-6</b>  |

Thank you!

*Dacia Hooley*

Records Specialist III  
Board Records Department  
Office of Ken Burke, Clerk of the Circuit Court and Comptroller  
Pinellas County, Florida  
315 Court St., Clearwater, FL 33756  
Office (727)464-3464

[dhooey@mypinellasclerk.gov](mailto:dhooey@mypinellasclerk.gov) | [www.mypinellasclerk.gov](http://www.mypinellasclerk.gov)

Tell us how we're doing by filling out a [comment card!](#)

~Serving You~



**Sign up today and protect yourself from FRAUD!**

**Follow the Clerk:**



Please Note: All mail sent to and from Pinellas County is subject to the Public Records Laws of Florida

ORDINANCE NO. 24- 6

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

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

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

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

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

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

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

Section 1. Amending the Countywide Plan Map

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

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

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

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

APPROVED AS TO FORM  
By: Derrill McAteer  
Office of the County Attorney



**Hooey, Docia A**

---

**From:** Clerk Board Records  
**Sent:** Thursday, February 22, 2024 12:18 PM  
**To:** countyordinances@dos.myflorida.com  
**Cc:** Eres, Christian; DiNapoli, Franchesca; Revie, Derelynn; Young, Bernie C  
**Subject:** Pinellas County Ordinance - PIN20240220\_Ordinance2024\_24-6  
**Attachments:** PIN20240220\_Ordinance2024\_24-6.pdf

|                      |   |
|----------------------|---|
| Sender Full Name:    | Ken Burke, Clerk of the Circuit Court and Comptroller<br>Derelynn Revie, Deputy Clerk, Board Records Department |
| Sender Phone number: | (727) 464-3458  |
| County Name:         | <b>Pinellas</b>   |
| Ordinance Number:    | <b>PIN20240220_Ordinance2024_24-6</b>   |

Thank you!

*Docia Hooey*

Records Specialist III  
Board Records Department  
Office of Ken Burke, Clerk of the Circuit Court and Comptroller  
Pinellas County, Florida  
315 Court St., Clearwater, FL 33756  
Office (727)464-3464

[dhooey@mypinellasclerk.gov](mailto:dhooey@mypinellasclerk.gov) | [www.mypinellasclerk.gov](http://www.mypinellasclerk.gov)

Tell us how we're doing by filling out a [comment card!](#)

~Serving You~



**Sign up today and protect yourself from FRAUD!**

Follow the Clerk:



Please Note: All mail sent to and from Pinellas County is subject to the Public Records Laws of Florida



**MEMORANDUM**

**TO:** Honorable Mayor and Board of Commissioners  
**VIA:** Robin Gomez, City Manager  
**FROM:** Frank DeSantis, CBO  
**DATE:** March 6, 2024  
**RE:** Code Enforcement/Satellite Office

**Background**

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

| <b>Company</b>             | <b>Bid Amount</b> |
|----------------------------|-------------------|
| Mali Contracting Corp.     | \$219,684         |
| Qualis General Contractors | \$283,983         |
| Trias Construction         | \$489,121         |

**Fiscal Impact**

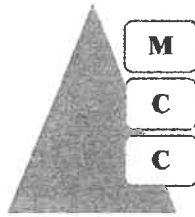
The proposed project is budgeted for FY2024 using building department funds. Additional quotes were received for network/cabling, office furniture and flood paneling for an approximate total of \$40,000. The total budget amount for the project is \$260,000.

**Recommendation**

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

**Attachments:** Mali Contracting Group Proposal





# **MALI CONTRACTING CORP**

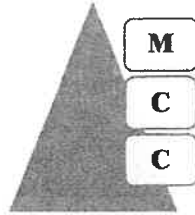
**City of Madeira Beach**

**Request for Proposal (RFP)**

**RFP#23-10**

**Code Enforcement Satellite Office**

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



# MALI CONTRACTING CORP

## STATEMENT OF INTEREST AND INTRODUCTION

### COVER LETTER

December 06, 2023

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

Sirs:

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

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

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

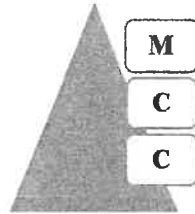
If you should have any questions or would like to grant me an interview, please contact me as your best convenience  
to my address above or my e-mail address: malicontractingcorp@gmail.com.

Cordially,

Marisela Linares  
CBC1262526 / CGC1534877 / CFC1432513  
Mali Contracting Corp  
President

### INTRODUCTION

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



## MALI CONTRACTING CORP

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

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

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

### "MALI CONTRACTING CORP"

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

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


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

### STATEMENT OF QUALIFICATIONS

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

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

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

  
 \_\_\_\_\_  
 Authorized Signature  
12/05/2023  
 \_\_\_\_\_  
 Date Signed

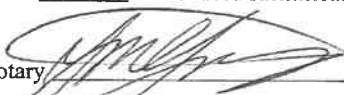
### NOTARY

State of: Florida

County of: Hillsborough


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

Personally Known \_\_\_\_\_ or Produced Identification DRIVER LICENSE L5E2S4067616  
(Specify Type of Identification)

Signature of Notary 

(seal)

My Commission Expires 07/20/2026

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

**MARISELA LINARES, CBC,CGC,CFC,EI**

4501 N. ST VINCENT ST TAMPA FL 33614

TEL: (813)489-3650

MAILCONTRACTINGCORP@GMAIL.COM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Hillsborough County Soccer Complex - Tampa, FL

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



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

Fire Training Center, Tampa, FL

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

Oak and Stone Restaurant, Saint Petersburg, FL

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

Amazon DTP2, Largo, FL

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

Ateromizol Bulk Chemical Facility-Santiago de Cuba, Cuba

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

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Mali Contracting Corp

Name of Person Submitting Proposals Marisela Linares

**PROPOSER ACKNOWLEDGMENT**

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

**BIDDER'S REPRESENTATIONS**

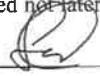
In submitting this Bid, Bidder represents that:

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

| Addendum No. | Addendum Date |
|--------------|---------------|
| _____        | _____         |
| _____        | _____         |
| _____        | _____         |

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

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

Signature  \_\_\_\_\_

Date 12/05/2023 \_\_\_\_\_

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

“CONTRACTOR” PROFILE

Submitted by (Company Name) Mali Contracting Corp

Circle one of the following:

Corporation       Partnership       Individual       Joint Venture

Other Describe: \_\_\_\_\_

Florida Contractor License Number: CGC1534877, CBC1262526

Expiration Date: August 31, 2024 Unique Entity ID: \_\_\_\_\_ FEIN: 88-3525704

Office Location: 4501 N. Saint Vincent St Tampa

Number of people in your organization: 4

Length of time the Contractor has been doing business under this name in Florida: 1.5 years.

Length of time your firm has provided services to governmental clients: 1.5

years.

Under what other name(s) has your firm operated: N/A

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.

*Wali Contracting Corp/Manuela Linares* \_\_\_\_\_  
Contractor/ "CONTRACTOR" Printed Name Signature

*Code Enforcement Satellite Office* \_\_\_\_\_  
Project Name Date

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

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

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach

By Marisela Dinares

(Print individual's name and title)

for Wali Contracting Corp

(Print name of entity submitting sworn statement)

whose business address is 450 N. Saint Vincent St Tampa FL and (if applicable) its Federal Employer Identification Number (FEIN) is 88-3525704

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

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

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

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

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

Authorized Signature 

Date Signed 12/05/2023

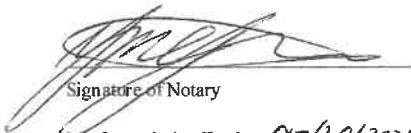
State of: Florida

County of: Hillsborough

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

Personally Known \_\_\_\_\_ or Produced Identification Driver license LS62 84069661 0

(Specify Type of Identification)



Signature of Notary

My Commission Expires 07/26/2026

(seal)



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

This document must be completed and returned with your submission.

### IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

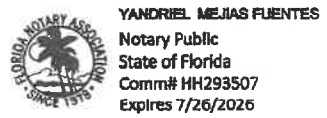
Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility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

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

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

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

(seal)



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



BID TABULATION FORM

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

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

Signature:  \_\_\_\_\_

Printed Name: Maisela Soares \_\_\_\_\_

Date: 12/06/2023

EXHIBIT A

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

[print individual's name and title]

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

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

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

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

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

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

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

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

Authorized Signature \_\_\_\_\_

Date Signed 12/05/2023

State of: Florida

County of: Hillsborough

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

Personally Known \_\_\_\_\_ or Produced Identification Driver License PL562546686C10

(Specify type of Identification)

[Signature] Signature of Notary

My Commission Expires 07/26/2026



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

EXHIBIT B

DRUG FREE WORKPLACE CERTIFICATION

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

This sworn statement is submitted to the City of Madeira Beach by Marisela Linares

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

whose business address is: 4501 N. Saint Vincent St and (if

applicable) its Federal Employer Identification Number (FEIN) is 88-3525704 (If the entity has no FEIN,

include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

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

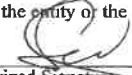
Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace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

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

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

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

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

  
Authorized Signature

Date Signed 12/05/2023


State of: Florida

County of: Hillsborough

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

Personally Known \_\_\_\_\_ or Produced Identification Driver license 05625-10686610

(Specify Type of Identification)  
  
Signature of Notary  
My Commission Expires 07/26/2026

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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



**LINARES, MARISELA**

MALI CONTRACTING CORP  
4501 N SAINT VINCENT ST  
TAMPA FL 33614

**LICENSE NUMBER: CBC1262526**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

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



**LINARES, MARISELA**

MALI CONTRACTING CORP  
4501 N SAINT VINCENT ST  
TAMPA FL 33614

**LICENSE NUMBER: CGC1534877**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 10/17/2023

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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



**LINARES, MARISELA**

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

**LICENSE NUMBER: CFC1432513**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 11/21/2023

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.







# CERTIFICATE OF LIABILITY INSURANCE

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

Item 12A.

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

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

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

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

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

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

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

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

© 1988-2014 ACORD CORPORATION. All rights reserved.  
ACORD 25 (2014/01)      The ACORD name and logo are registered marks of ACORD

**2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P22000060683

Entity Name: MALI CONTRACTING CORP

Current Principal Place of Business:

4501 N SAINT VINCENT ST  
TAMPA, FL 33614

Current Mailing Address:

4501 N SAINT VINCENT ST  
TAMPA, FL 33614 UN

FEI Number: 88-3525704

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

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

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

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

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

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

SIGNATURE: MARISELA LINARES

PRESIDENT

01/24/2023

Electronic Signature of Signing Officer/Director Detail

Date

**Electronic Articles of Incorporation  
For**

P22000060683  
FILED  
August 01, 2022  
Sec. Of State  
Klovelace

MALI CONTRACTING CORP

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

**Article I**

The name of the corporation is:

MALI CONTRACTING CORP

**Article II**

The principal place of business address:

4501 N SAINT VINCENT ST  
TAMPA, FL. UN 33614

The mailing address of the corporation is:

4501 N SAINT VINCENT ST  
TAMPA, FL. UN 33614

**Article III**

The purpose for which this corporation is organized is:

CONSTRUCTION INDUSTRY

**Article IV**

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

1

**Article V**

The name and Florida street address of the registered agent is:

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

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

Registered Agent Signature: MARISELA LINARES

P22000060683  
FILED  
August 01, 2022  
Sec. Of State  
Klovelace

**Article VI**

The name and address of the incorporator is:

MARISELA LINARES  
4501 N SAINT VINCENT ST

TAMPA, FL 33614

Electronic Signature of Incorporator: MARISELA LINARES

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

**Article VII**

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

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

**Article VIII**

The effective date for this corporation shall be:

07/31/2022

# MEMORANDUM



**TO:** Mayor and Board of Commissioners

**FROM:** Robin I. Gomez, City Manager

**DATE:** Mar 13, 2023

**RE:** **Approve Agreement with Network People for Security Focused Information Technology Support and Consulting Services**

---

## Background

Since at least 2014, the City of Madeira Beach has been outsourcing its Information Technology services and operations. The current agreement with Network People, Inc., was adopted for a ten (10) year period. On Nov 8, 2023, the City presented to the Commission the results of a the June RFQ recommending to negotiate an agreement with Network People the most responsive submittal.

## Review/Discuss

Due to the ten (10) year period reaching its expiration date, the City issued a RFQ (copy enclosed with this agenda item) which was issued on Friday, June 9, 2023. Responses were due on Friday, June 30, 2023. The City advertised the RFQ on its City website, and via the online Demandstar site. We received five (5) responses:

1. Advizex Technologies LLC
2. Cendien
3. Interdev
4. Network People Inc
5. United Data Technologies

Three (3) City staff, Tom Roeder, Broadcast/IT Coordinator, Marci Forbes, Community Development Engineer, and myself, reviewed the five (5) responses against the below criteria:

- Qualifications, staffing, reputation
- Understanding of the scope of services/work
- Demonstrated ability to meet requirements
- Experience and expertise, municipal clients
- Client/end user satisfaction
- Quality assurance control programs and policies
- Applicable contract references that reflect and demonstrate the firm's past performance on other local government engagements
- Respondent demonstrates understanding of the City of Madeira Beach business operations
- Location of firm and response time

Staff scored Network People highest followed by InterDev and has completed negotiating a five agreement (enclosed) with Network People to include:

- a. Unlimited IT management and help desk support for all IT-related activities for 85 users
- b. Managed security and monitoring – firewall gateway security
- c. Cyber security training
- d. Server Room Management
- e. Device Tools & support
- f. MS 365 and related license
- g. All Cloud support

**Fiscal Impact**

Monthly cost for listed services at \$16,194.80 (annual: \$194,337.60)  
FY 24 budget for the contracted services is \$200,000.00, same as in FY 23.

**Recommendation**

Approve 5 year (60 months) agreement with recommended firm, Network People Inc, as submitted.

# Managed Agreement Terms

Active IT Managed Agreement between NETWORK PEOPLE, INC. (NETWORK PEOPLE) referred to as “NETWORK PEOPLE” and CITY OF MADEIRA BEACH, referred to as “COMPANY”. Agreement includes a proposal document with a signature page and fee structure included herein as EXHIBIT A. Once executed by both parties, this Agreement shall be effective as of the Signing Date.

NETWORK PEOPLE will commence service under the terms of this agreement only after it receives and accepts this Agreement signed by a COMPANY authorized representative.

**0.0 Agreement and Term** will commence on the date that both parties have executed this agreement and the Effective Start date of delivery of services commences on said date. Effective Start Date may be delayed if necessary by one or more parties depending on logistics but commencement will not be delayed more than 30 days from when both parties have signed. The Effective Start Date (day both parties sign) as listed on this Agreement shall remain in effect for the entire Term of the agreement not to exceed 5 years (a total of 60 months). Agreement may be terminated by either party at any time with a minimum 60 days notice. The agreement will automatically renew for an additional period of the same length as the initial Term unless one party provides the other party a written notice that is terminating the Agreement not more than 90 days and not less than 30 days prior to end of the Contract Term specified in the Agreement.

**0.1 Onboarding Phase** is required for all new Service Agreements and will be scheduled at time of signing. This phase will precede the **Active IT Managed** start date by two weeks. Once onboarding phase is complete, **Active IT Managed** support services will commence. If service start date does not fall on the 1st of the month, cost of service will be prorated for the month according to actual start date.

**0.2 Provisions for other Agencies.** Unless otherwise stipulated, NETWORK PEOPLE agrees to make available to all “Eligible Users” the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of this resulting agreement.

## 1. Service Fees and Billing.

COMPANY agrees to pay the recurring charges for Service as identified in EXHIBIT A, as well as the hourly service rate for time required beyond the services covered by the agreement. Service charges may not include applicable taxes (if any), shipping charges (if any), or remediation charges, all of which shall be billed in addition to the Service Charges (or billed by third party providers) and shall be the responsibility of the COMPANY to pay in full. Once payment is made on any and all services, there are absolutely no refunds.

**1.1. Initial Payment.** NETWORK PEOPLE will charge COMPANY for onboarding fees, and any hardware costs at time of signing. Upon COMPANY acceptance and full execution of this Agreement, the amount will be due in full.

**1.2. Remediation.** Remediation and Security Incident Remediation. Remediation by NETWORK PEOPLE will be billed hourly if determined a project or cyber security remediation. If remediation is required after hours, then COMPANY will be billed at the afterhours rate. NETWORK PEOPLE will work additional hours upon the COMPANY’s request at the rates detailed under “Service Response and Rates” section. A cyber security insurance policy is highly recommended with a minimum of 1 million dollars in coverage. If COMPANY suffers a cyber security incident, the cyber security insurance is a critical tool to cover expenses such as security incident response and remediation, loss of business income, public relations damage, payment in bitcoin, negotiations with hackers, and legal advice, etc.

**1.3. Recurring Charges.** NETWORK PEOPLE will bill COMPANY monthly in advance for Managed Services being provided under this Agreement. If service start date does not fall on the 1st of the month, cost of service will be prorated for the first month according to actual start date.

**1.3.1 Agreement Adjustments.** To ensure your inventory is correct and your devices are safe, NETWORK PEOPLE perform a monthly audit of all devices and products (this includes licenses) for your environment. In the event there are additional devices or products needed, or devices and products have been removed, the service agreement will be adjusted up/down accordingly to support the environment. This audit will happen on the 15th of the month and it is the COMPANY's responsibility to inform NETWORK PEOPLE of any changes they see needed by the 25th of the month. This applies to the current month's billing. Previous invoices will not be adjusted or issued a credit. NETWORK PEOPLE will automatically retire devices after a 30 day stale window and adjust support products and licenses as well, in tandem. This ensures that the COMPANY is only charged for what NETWORK PEOPLE is supporting, and the environment stays protected.

**1.4. Payment for Services.** All Service Charges and other fees will be due in U.S. dollars on the 1st day of every month. If payment for the current month is not received by the 15th of that month, a fee equal to the greater of \$35.00 or 5% of that month's Active IT Agreement will be assessed and services may be suspended until the late payment is received. Late payments will also accrue interest at a rate of eighteen percent (18%). If payment is returned to NETWORK PEOPLE with insufficient funds, COMPANY is considered to not have paid and subject to a returned check charge of \$50 and service may be suspended. COMPANY understands that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. COMPANY shall pay any such taxes unless a valid exemption certificate is furnished to NETWORK PEOPLE for the state of use.

**1.4.1 Nonpayment & Cancellation Fee.** NETWORK PEOPLE may suspend Service to COMPANY if any amount due hereunder is not paid in full within fifteen (15) days after COMPANY is sent an overdue notice. To reinstate Service, NETWORK PEOPLE will charge a service fee of \$500.00. NETWORK PEOPLE may suspend service on this Agreement if any amount due hereunder is not paid in full within thirty (30) days after COMPANY is sent an overdue notice. COMPANY agrees to pay for full amount of the monthly service even if NETWORK PEOPLE has to suspend service for part of that month due to non-payment. If COMPANY fails to pay any overdue balance, NETWORK PEOPLE will at its discretion hold any equipment owned by COMPANY until fees are paid in full or at its discretion prevent access to services provided.

**1.5. Payment for Work Outside the Scope.** COMPANY understands that any and all Services, hardware or software requested by COMPANY that fall outside of the terms of this Agreement will be considered Work Outside the Scope of this Agreement. Any Work Outside the Scope of this Agreement will be billed separately and due upon receipt of services.

**1.6. Rate.** COMPANY understands the rate will be "locked-in" for the first 12 months then increase by a COLA of 5% every year thereafter to compensate for the cost of inflation and annual price increases from our vendors.

## 2. Services and Tools.

**2.1. Covered Services.** NETWORK PEOPLE will provide service for items listed in the "Monthly Expense Summary" for the benefit of the COMPANY as part of this Agreement.

**2.2. Work Outside the Scope.** NETWORK PEOPLE may invoice COMPANY for Work Outside the Scope of this Agreement at the rate stated under the COMPANY'S "Service Response and Rates" section. Out of scope work includes but is not limited to troubleshooting, diagnosing, repairing, configuring of computers, mobile devices, or servers/printers/NOC equipment that is NOT itemized and paid for under this support agreement. In other words, if equipment is not covered under the Active IT Managed Agreement, it will not be supported. However, in instances where the COMPANY needs to replace equipment under their Active IT Managed Agreement, COMPANY agrees that if the product is purchased through NETWORK PEOPLE, NETWORK PEOPLE will add the equipment onto the network free of charge and it will then be added to Active IT Managed Agreement. If the COMPANY purchases the product from a different vendor, COMPANY will be charged the going rate as stated in the "Service Response and Rates" section.

**2.2.1. Travel Time.** Travel between NETWORK PEOPLE'S site and the COMPANY site will be subject to an hourly rate as listed under "Service Response and Rates" if travel is beyond Pinellas, Pasco, and Hillsborough counties.



2.2.2. **Meals and Lodging.** Daily meals and lodging may be billed to the COMPANY if services require travel of more than 50 miles from the NETWORK PEOPLE headquarters. Amount billed per day for meals and lodging will be charged at the following dollar amounts: standard hotel room near office if engineer needs to stay overnight and per diem of \$65 for meals per engineer.

2.3. **Service Hours and Rates.** Please reference the Service Level Agreement, Hours of Operation, and Rates. All Work Outside the Scope of this Agreement or Project work will be billed under the provisions under the RATES section.”

2.4. **Response/Resolution Times and Service Levels.** NETWORK PEOPLE response time will be handled in accordance with the provisions detailed under the section “Service Response and Rates.”

2.5. **Support and Escalation.** NETWORK PEOPLE will respond to COMPANY’S Tickets as quickly as possible but not to exceed response times noted in “Service Response and Rates.” Tickets can be opened using the following and each incident will be assigned a ticket number for tracking:

1. a) By telephone using (727) 446-4564, option 1 for Dispatch Center; or
2. b) Via email to our Dispatch Center; [ticket@NetworkPeople.com](mailto:ticket@NetworkPeople.com)

2.6. **Facility Access.** NETWORK PEOPLE will need access to the COMPANY facility during normal business hours and may need access afterhours for emergency and afterhours work. Facility access will also include a work area and a meeting area for use during the duration of this Agreement. If business hour access is not granted to NETWORK PEOPLE, COMPANY will not hold NETWORK PEOPLE responsible for any missed deadlines, missed milestone dates, or failure to provide required Service Level Agreement (SLA) times.

2.7. **Chronically Failing Equipment.** Experience has shown that equipment belonging to the COMPANY which initially passed the Minimum Standard Requirements for Service can become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, COMPANY agrees to work constructively and positively with NETWORK PEOPLE to replace the equipment at additional cost to the COMPANY.

2.8. **NETWORK PEOPLE Equipment.** COMPANY agrees that any Equipment specified as NETWORK PEOPLE Equipment, will remain the sole property of NETWORK PEOPLE with security interest and COMPANY will not attempt to sale, resale, tamper, troubleshoot, repair, move, add, etc. to this Equipment without verbal or written permission of NETWORK PEOPLE. Should this contract terminate by either party, COMPANY agrees to return the Equipment to NETWORK PEOPLE within 30 days from the final cancellation date. COMPANY further acknowledges and gives permission to NETWORK PEOPLE to seize Equipment from location in event of contract termination after 30 day grace period, and agrees to compensate NETWORK PEOPLE for all expenses accrued during the seizure process. In the event of termination of this contract, COMPANY will be given the option of purchasing any NETWORK PEOPLE owned equipment at a fair market value to be determined at that time. COMPANY agrees to make all logical and earnest attempts to keep equipment safe, secure and protected while in their possession. Should COMPANY default on this agreement, permission is granted to enter their premises at any time and remove all of NETWORK PEOPLE’S hardware, and all efforts to recover such property will be deemed consensual and not a trespass.

2.9. **Change Management Process.** The following processes will be followed for any change of scope request: 1. Problem Identification, 2. Delivery of Change Request, 3. Logging of Change Request, 4. Approval and Acceptance, 5. Implementation.

### 3. Disclaimer of Third Party Actions and Control

3.1 **Disclaimer of Third Party Actions and Control.** NETWORK PEOPLE does not and cannot control the flow of data to or from the network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which COMPANY connections to the Internet (or portions thereof) may be impaired or disrupted.

NETWORK PEOPLE cannot guarantee that such situations will not occur and, accordingly, NETWORK PEOPLE disclaims any and all liability resulting from or related to such events.

#### 4. Limitations of Liability.

4.1. **Personal Injury.** NETWORK PEOPLE will not be liable for any harm or personal injury to COMPANY personnel resulting from any cause, other than NETWORK PEOPLE'S gross negligence or willful misconduct.

4.2. **Damage to COMPANY Equipment.** NETWORK PEOPLE is not liable for damage to, or loss of any COMPANY Equipment resulting from any cause, other than NETWORK PEOPLE'S gross negligence or willful misconduct and then only in an amount not to exceed the replacement value of the damaged COMPANY Equipment, or the total amount paid by COMPANY to NETWORK PEOPLE.

4.3. **Damage to COMPANY Business.** In no event will NETWORK PEOPLE be liable for any incidental, punitive, indirect, or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Service or any other similar claims by COMPANY or related to COMPANY'S business, even if NETWORK PEOPLE is advised of the possibility of such damages. NETWORK PEOPLE will not be liable for any damages or expenses incurred by COMPANY as a result of any deficiency, error, or defect in NETWORK PEOPLE'S service whether due to equipment, hardware, software, or NETWORK PEOPLE'S failure to correct the same, except in the event of NETWORK PEOPLE'S willful actions and only to the extent that such damages are covered by NETWORK PEOPLE insurance in which NETWORK PEOPLE shall provide the COMPANY a current copy of its insurance declaration page.

4.4. **Maximum Liability.** Notwithstanding anything to the contrary in this Agreement, NETWORK PEOPLE'S maximum aggregate liability to COMPANY related to or in connection with this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise will be limited to the total amount paid by COMPANY to NETWORK PEOPLE.

#### 5. No warranty.

Except as specifically set forth herein, the services are provided on an "as is" basis. Network People does not make, and hereby disclaims, any and all other express and implied warranties, including, but not limited, warranties of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Network People does not warrant that the services will be uninterrupted, error-free, or completely secure.

#### 6. Indemnification.

6.1. **By COMPANY.** In no event shall NETWORK PEOPLE be liable for any special, indirect, consequential, or punitive damages to COMPANY or any other party as a result of the performance or non-performance by Network People, Inc. of any services described herein, (Including, without limitation, loss of data, profits, or use of software) whether foreseeable or not, even if Network People, Inc. has been advised of the possibility of such damages. Network People, Inc.'s liability with respect to, arising from, or in connection with this agreement, whether in contract, in tort, or otherwise, is limited to amounts paid by The Company to Network People, Inc., excluding travel and per diem expenses, pursuant to the terms hereof.

6.2. **By Network People.** If NETWORK PEOPLE'S equipment is located at COMPANY'S office or data center, NETWORK PEOPLE will indemnify, defend and hold harmless COMPANY, its directors, officers, employees, affiliates and companies (collectively, the "Customer Covered Entities") from and against any and all claims, actions or demands brought against any of the Customer Covered Entities alleging (a) with respect to the COMPANY'S business: (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming or any other offensive, harassing or illegal conduct or violation of the Acceptable Use Guidelines; (b) any loss suffered by, damage to or injury of any other NETWORK PEOPLE'S COMPANY, any other NETWORK PEOPLE'S equipment or any other NETWORK PEOPLE'S representatives, employees or agents, which loss, damage or injury is caused by or otherwise results from acts or omissions NETWORK PEOPLE, its representative(

or its designees; (c) any personal injury suffered by any NETWORK PEOPLE personnel arising out of such individual activities related to the Services, unless such injury is caused by COMPANYS' negligence or willful misconduct; or (c) any other damage arising from the NETWORK PEOPLE'S Equipment or NETWORK PEOPLE'S business, (collectively, the "NETWORK PEOPLE Covered Claims"). NETWORK PEOPLE agrees to reimburse COMPANY for the expense and cost of handling such claims including, without limitation, legal fees.

**6.3. Notice Procedure.** NETWORK PEOPLE will provide COMPANY with prompt written notice of each COMPANY Covered Claim of which NETWORK PEOPLE becomes aware, and, at NETWORK PEOPLE'S sole option, NETWORK PEOPLE may elect to participate in the defense and settlement of any COMPANY Covered Claim with COMPANYS' Consent, provided that such participation shall not relieve COMPANY of any of its obligations under this Section 6. COMPANY shall have the right to control the defense of any COMPANY Covered Claim. COMPANY will provide NETWORK PEOPLE with prompt written notice of each NETWORK PEOPLE Covered Claim of which COMPANY becomes aware, and at COMPANY'S sole option, COMPANY may elect to participate in the defense and settlement of NETWORK PEOPLE Covered Claim, provided that such participation shall not relieve NETWORK PEOPLE of any of its obligations under this Section 6. NETWORK PEOPLE shall control the defense of any NETWORK PEOPLE Covered Claim.

## **7. No poaching.**

Both NETWORK PEOPLE and COMPANY agree to NOT poach employees from each other throughout the term of this agreement and any extensions. If an employee of NETWORK PEOPLE is hired directly by COMPANY as an employee or indirectly by COMPANY as a contractor under any payment arrangement, COMPANY agrees to pay NETWORK PEOPLE the equivalent of three (3) years current compensation package for that employee (including salary, bonuses, retirement, and benefits) within 15 days of the hiring of that employee to cover training and replacement costs. Conversely, if an employee of COMPANY is hired directly by NETWORK PEOPLE as an employee or indirectly by NETWORK PEOPLE as a contractor under any payment arrangement, NETWORK PEOPLE agrees to pay COMPANY the equivalent of three (3) years current compensation package for that employee (including salary, bonuses, retirement, and benefits) within 15 days of the hiring of that employee to cover training and replacement costs. Both companies, however, can make an exception to this clause if the terms of the hiring are agreed upon in writing BEFORE any conversation with the employee.

## **8. Cancellation/Termination.**

**8.1. Cancellation by COMPANY and Early Termination Fee.** COMPANY must give NETWORK PEOPLE at least ninety (90) days written notice of any cancellation or termination of services. COMPANY must send an email or fax with Company letterhead to NETWORK PEOPLE fax number located at their website or to [Billing@NetworkPeople.com](mailto:Billing@NetworkPeople.com); document must include the COMPANY name, description of services and effective cancellation date. In circumstances where COMPANY chooses to terminate the agreement early, COMPANY agrees to reimburse NETWORK PEOPLE for any and all discounts realized (as detailed in the Recurring Expense Summary section describing Discount(s)) when signing the agreement and agrees to pay 180 days (6 months) worth of the full non-discounted rate of the monthly agreement rate (calculated based on the average rate paid for services to date on the agreement) as an Early Termination Fee.

**8.2. Cancellation by NETWORK PEOPLE.** NETWORK PEOPLE reserves the right to terminate COMPANY for any reason. NETWORK PEOPLE will provide the COMPANY with ninety (90) days advanced written notice of termination of contract for cause and will allow the COMPANY ninety (90) days to cure any breach. NETWORK PEOPLE also reserves the right to withhold any refunds to COMPANY, NETWORK PEOPLE must give COMPANY at least ninety (90) days advanced written notice of cancellation.

**8.3. Bankruptcy.** NETWORK PEOPLE may terminate this Agreement upon written notice to COMPANY if COMPANY becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

**8.4. For Other Cause.** Except as otherwise stated, either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ninety (90) days after receipt of written notice of the same.

**8.5. Effect of Cancellation or Termination.** Upon expiration or termination of this Agreement: (a) NETWORK PEOPLE will cease providing the Services; (b) all of COMPANY payment obligations under this Agreement, including but not limited to monthly Service Fees through the end of the Term will become due in full immediately; and (c) within ninety (90) days, NETWORK PEOPLE will remove all NETWORK PEOPLE Equipment and any other owned property from COMPANY'S premises. If COMPANY does not allow NETWORK PEOPLE access to its Equipment within the ninety (90) day period, NETWORK PEOPLE, at its option and at COMPANY expense, may use whatever means necessary to remove the Equipment. NETWORK PEOPLE will return all COMPANY Equipment within the ninety (90) day period. In addition, NETWORK PEOPLE reserves the right to hold any COMPANY Equipment until it has received payment in full.

#### **9. Survival.**

The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this agreement and continue in full force and effect.

#### **10. Service Disclaimer.**

COMPANY grants NETWORK PEOPLE authorization to view any files within the regular routine of the repair or system improvement. COMPANY also authorizes NETWORK PEOPLE to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

#### **11. Confidentiality.**

NETWORK PEOPLE and its agents will not use or disclose COMPANY information, except as necessary to or consistent with providing the contracted services and will protect against unauthorized use.

#### **12. Disputes.**

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute in good-faith through a face-to-face meeting. In the event of any dispute which the parties cannot resolve after face-to-face good-faith discussions, the parties agree to participate in non-binding mediation within fourteen (14) days after demand for mediation by either party, prior to filing any litigation. The non-requesting party will choose the mediator. The costs of the mediation will be shared equally by the parties. If either party files any litigation prior to participating in mediation, then that party will pay all costs incurred, including legal fees, in having the matter dismissed or stayed pending mediation. Parties agree that the forum for any arbitration, mediation, or litigation shall be the Circuit Court of Pinellas County.

#### **13. Award of Expenses.**

In the event that either party must take any action to enforce any term of this Agreement, including payment, each party agrees to pay their own attorneys' fees and all their own costs, including but not limited to expert witness fees, court and process costs.

#### **14. Provision for Other Agencies. Piggybacking Clause.**

Unless otherwise stipulated, NETWORK PEOPLE agrees to make available to all "Eligible Users" the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislature and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the resulting contract.

## 15. General.

This Agreement and the rights, duties, obligations and liabilities of the parties under this Agreement and all amendments, modifications, authorizations or supplements to this Agreement shall be determined in accordance with the applicable provisions of the laws of the United States of America and of the State of Florida, as applicable to contracts made and to be performed entirely within that state, without reference to its doctrines or principles of conflicts of laws. Any action or proceeding arising out of or relating to this Agreement and the agreements, instruments, documents and other papers contemplated hereby shall be brought in the United States District Court for the District of Florida, or any state courts for the State of Florida situated in Pinellas County. The parties hereby consent to and agree to submit to the exclusive jurisdiction of such courts and waive and agree not to assert, in any dispute, to the fullest extent permitted by applicable law, any claim that (i) such party is not personally subject to the jurisdiction of such courts, (ii) such party and such party's property is immune from any legal process issued by such courts, or (iii) any litigation commenced in such courts is brought in an inconvenient forum.

## 16. Acts of God.

NETWORK PEOPLE is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

# Service Descriptions

## Additional DC Server Support

Daily monitoring and management of server and repair when needed. This is custom service and support for servers that ONLY function as Active Directory Domain Controller (a server dedicated to security authentication requests within a Windows Server Domain). Network People engineers perform daily health checks before business hours. This includes runtime and stability, backed, and critical errors. Then engineers verify additional health and security checks through monitoring and management of antivirus, anti-malware, system checks, alerts, hard drive maintenance, specific scripted repairs of known issues, ticket creation and closure. If an issue is detected, a ticket is created notifying client and an engineer dispatched to perform the necessary service according to the SLA to restore normal functionality. If ticket requires repair to be done onsite, the engineer will go onsite.

## Advanced Security Monitoring

Proactive, persistent threat protection for your network that identifies your vulnerabilities and allows earlier detection of ransomware activity. This advanced security detection delivers: Vulnerability scanning, alert review and recommendations, remediation direction, detection and review of indications of compromise through ongoing scanning and monitoring for vulnerabilities. Network People engineers use state-of-the-art security tools that detect indications of compromise (IOC) on computers or servers in the network. When new or greater risks are identified, Network People alerts you. This security monitoring: • Highlights external and internal vulnerabilities to tighten your defenses • Enables earlier detection of potential ransomware incidents • Exposes attackers who abuse legitimate Windows applications and processes to bypass other security systems and establish persistence • Reviews incident reports that combine automated intelligence with human expertise to understand the scope and severity of potential threats • Prevents hackers from dwelling in your protected environments with step-by-step guidelines to harden your security and reduce future risk (Security + Monitoring + Compliance + Management + Proactive Maintenance + Accountability)

## Azure Server Standard License and AD Server Support

Custom service and support for Azure AD services which gives users seamless access to all applications to maintain productivity. Network People engineers perform additions and subtractions of Microsoft Licenses of all kinds on the Azure server and manage the users access, data, security, and overall licensing. Engineers also enable the connection of workstations and laptops to the Domain Controller of the Azure AD. If an issue is detected, a ticket is created notifying

client and an engineer dispatched to perform the necessary service according to the SLA to restore normal function. If ticket requires repair to be done onsite, the engineer will go onsite. (Monitoring + Management + Helpdesk + Proactive Maintenance + Security + Compliance)

### **Azure Cloud Server Support**

Daily monitoring and management of cloud server and repair when needed to keep your network and team up and running. A private off premise cloud server hosted at a Microsoft data center used for storage, data bases, permissions access control, and file and print. Creates a highly redundant solution with flexibility for growth and scale. (Management + Security + Monitoring + Proactive Maintenance + Helpdesk)

### **Azure Usage**

Management and provision of Cloud hosting services. Monthly variable rate for cloud hosting expenses in the Azure data center for the following services: Bandwidth utilization, number of servers, total storage, and resources.(Management)

### **Backup Server Alto 1TB**

This disaster recovery tool offers comprehensive full server protection and minimizes network downtime. It prevents data loss, ensures quick full system restores, and easy recovery of individual files. Redundancy (full image back-ups of your server) in two data centers outside the state of Florida. Allows us to do image backup as often every 15 minutes. NPI engineers confirm backup was tested, successful, and complete every morning before business and proactively fixing any problem that are detected. (Disaster Recovery + Business Continuity + Security+ Compliance + Monitoring + Proactive Maintenance + Management + Helpdesk)

### **Cloud Backup & Archiving for Email & Office 365**

This backup system for MS 365 protects from the threat of ransomware, data loss, or sabotage. This automated cloud-based backup and archiving system protects all OneDrive and Microsoft 365 data including (Word, Excel, Outlook, PowerPoint, Publisher, Access, OneNote, OneDrive, Teams, and many other applications in the MS 365 stack as well as personal documents and data stored in the OneDrive system). (Disaster Recovery + Proactive Maintenance + Security + Compliance + Disaster Recovery + Business Continuity + Helpdesk)

### **Vulnerability Scanning**

This tool vulnerability assessment & management system to help safeguard their business critical systems and data. Built by MSP industry pioneers to solve the cybersecurity problems MSPs face, it leverages a collaborative model of product development that integrates MSP insights. Scan network gear such as routers; switches; access points; firewalls; end-user devices, such as laptops and desktops; printers; and servers and virtual machines.

### **Customized Client Dashboard**

Provides a real-time digital report on how your network, resources, and IT management are delivering value to your organization. This tool pulls information from multiple systems that monitor and protect your network as well as gathers data to help the business leader make decisions about technology, resources, and budgeting. It compiles it all into one easy to use and understand set of graphs and tables on one dashboard. (Strategy + Accountability + Monitoring)

### **Cyber Security Training**

Your best assets are also your greatest security risk. Human error is the main cause of data and security breaches. At Network People, we've seen this firsthand. That's why we are now providing ongoing security training for your employees that is tailored to the security threats and risks they face daily. This includes everything from email phishing scams to what to do if they think there's been a security breach.

Security Awareness Training. It should be fun! The platform trains your employees with short, memorable security awareness stories. Our security awareness training content is fun, memorable, and will have your employees begging you to watch the next episode!

Choose from a variety of fresh new training content, episodes, security awareness downloads, phishing simulations, and more.

Reporting. Our executive summary reports highlight your program at a glance, and detailed reports help you zoom in for compliance audits and more granular views that Compliance Auditors Will Love!

Get a snapshot all of your evidence and online training records in seconds. Reporting will demonstrate compliance of your entire security awareness training program.

Datto: Siris Backup

A backup server with redundancy in two locations outside of Florida to keep your business running even in the middle of disasters such as ransomware, malware, hurricanes, network downtime, and human errors. It includes verified backups as often as every five minutes, data restoration, ransomware protection, and instant virtualization (if the server goes down, we'll take the backup and make that the server within minutes so everyone gets back to work). All backed by Datto's private cloud. NPI engineers confirm backup was tested, successful, and complete every morning before business and proactively fixing any problem that are detected. Compliance + Monitoring + Proactive Maintenance + Management + Helpdesk)

### **Email Security Filtering for Business**

Email Fraud Defense protects your employees, customers, and business partners from cyber criminals who spoof trusted email domains. It makes email authentication easy and reliable so you can stop email fraud before it reaches the inbox. It blocks socially engineered attacks such as business email compromise and consumer phishing and automatically adjusts to new vectors of attacks created by criminals. Simplify email authentication without blocking legitimate email. Provides: email antivirus, spam filtering, reporting, content filtering, outbound filtering, imposter email protection, and data loss prevention. (Monitoring + Security + Business Continuity + Proactive Maintenance + Management + Compliance + Helpdesk)

### **Email Security Filtering with Encryption**

Email Fraud Defense protects your employees, customers, and business partners from cyber criminals who spoof trusted email domains. It makes email authentication easy and reliable, so you can stop email fraud before it reaches the inbox. It blocks socially engineered attacks such as business email compromise and consumer phishing and automatically adjusts to new vectors of attacks created by criminals. Simplify email authentication without blocking legitimate email. Provides: email antivirus, spam filtering, reporting, content filtering, outbound filtering, imposter email protection, and data loss prevention. Also includes Email encryption, attachment defense (sandboxing), and social media account protection. (Monitoring + Security + Business Continuity + Proactive Maintenance + Management + Compliance + Helpdesk)

### **Email Security Filtering with Encryption and Archiving**

Email Fraud Defense protects your employees, customers, and business partners from cyber criminals who spoof trusted email domains. It makes email authentication easy and reliable, so you can stop email fraud before it reaches the inbox. It blocks socially engineered attacks such as business email compromise and consumer phishing and automatically adjusts to new vectors of attacks created by criminals. Simplify email authentication without blocking legitimate email. Provides: email antivirus, spam filtering, reporting, content filtering, outbound filtering, imposter email protection, and data loss prevention. Also includes Email encryption, Archiving, attachment defense (sandboxing), and social media account protection. (Monitoring + Security + Business Continuity + Proactive Maintenance + Management + Compliance + Helpdesk)

## Gateway Security For Firewall

Daily firewall management for prevention and detection against threat actors/hackers. Network People engineers manage the firewall and daily review the best settings and configurations and latest software (Firmware) to tune the firewall in order to provide the best prevention and detection against threat actors/hackers. (Security + Compliance + Monitoring + Proactive Maintenance + Management)

## Hardware as a Service Support

Support for the management of hardware and software (inventory, purchase, replacement, and vendor support) Basic support for Hardware as a Service to manage inventory, asset allocation, sourcing of product, warranty, and vendor issues. (Management + Compliance + Proactive Maintenance + Accounting)

## H365 Email MDR

Managed Detection and Response (MDR) for Microsoft 365 product.

Service Description:

1. We possess advanced technology and specialized knowledge across various IT domains, including cybersecurity, enabling us to provide reliable solutions, proactive maintenance, and effective troubleshooting
2. We offer 24/7 monitoring of your IT systems, ensuring issues are identified and addressed promptly. This proactive approach minimizes downtime and disruptions and reduces the risk of breaches and data loss, which are crucial for businesses like yours. Additionally: You get access to a team of professionals at a fraction of the cost of building out your own security team, enabling you to concentrate on your core business.

How we protect against BEC:

1. We have a powerful managed detection and response (MDR) solution included in our security services that secures your cloud identities and applications from BEC scams.
2. By detecting and responding to suspicious user activity, permission changes, and anomalous access behavior, and backed by a 24/7 SOC team, our solution empowers us to fight back against attackers on your behalf, with no gaps or lags in coverage during the peak seasons, off hours, or holidays.

About Business Email Compromise (BEC):

Since BEC attacks are generally human-centric, the methods of protection and prevention must also be human-centric.

By partnering with us, you get access to a team of dedicated security experts who are working for you day and night to catch and contain BEC attacks.

## Managed Active-IT User

Unlimited management and helpdesk support for a user (Onsite & Remote). During normal business hours Network People technician repairs desktop/laptop, verifies monitoring and management of desktop(s) is done correctly and successfully. This includes antivirus, anti-malware, system checks, alerts, hard drive maintenance, specific scripted repairs of known issues, ticket creation and closure. If Network People detects an issue with any of the above, a ticket is created notifying client and a technician is dispatched to perform the necessary service according to the SLA to restore normal functionality. If ticket requires repair to be done onsite, the technician will go onsite. All the following repairs will be performed under the "unlimited" coverage. \*Replace or repair hardware (actual hardware part must be purchased by client) \*Conference with vendor to get warranty repair that client deserves \*Restore deleted files (requires backup server) \*Provide training, advice, troubleshooting, and general user support (Management + Helpdesk + Security + Compliance + Proactive Maintenance + Disaster Recovery + Business Continuity)

Managed Active-IT Chromebook User



Remote services covered. Hardware/troubleshooting/repair is OOSA.

#### Managed Active-IT Remote Only User

Unlimited management and helpdesk support for a user (Remote Only). During normal business hours Network People technician repairs desktop/laptop, verifies monitoring and management of desktop(s) is done correctly and successfully. This includes antivirus, anti-malware, system checks, alerts, hard drive maintenance, specific scripted repairs of known issues, ticket creation and closure. If Network People detects an issue with any of the above, a ticket is created notifying client and a technician is dispatched to perform the necessary service according to the SLA to restore normal functionality. If ticket requires repair to be done onsite, the technician will go onsite. All the following repairs will be performed under the “unlimited” coverage. \*Replace or repair hardware (actual hardware part must be purchased by client) \*Conference with vendor to get warranty repair that client deserves \*Restore deleted files (requires backup server) \*Provide training, advice, troubleshooting, and general user support (Management + Helpdesk + Security + Compliance + Proactive Maintenance + Disaster Recovery + Business Continuity)

#### Managed Cloud Backup for Workstations

Tool that provides daily backup for workstations and is monitored for success. Full image backup of computer’s hard drive up to 1 TB into offsite data center replicated in two locations outside the state of Florida. Backups occur once per day. It provides: a full image cloud backup, screenshot verification, restore and virtualization of the entire PC, including files and data stored locally. (Disaster Recovery + Monitoring + Proactive Maintenance + Security + Helpdesk)

#### MAC Time Machine Backup

Monitoring of the backup for a MAC. Alerts when the backup has not been successful for 7 days. Works with our Remote Management Tool (Mac). \*This service requires external hard drive or NAS device.

#### Managed Endpoint SOC Protection

Advanced endpoint detection and protection combined with SOC-based response and remediation services. On-demand security operations. Always-on threat coverage. Next-gen threat detection and remediation. \*Protection: Deliver complete endpoint protection and monitoring. Out static artificial intelligence (AI) prevents attacks before they start by monitoring and analyzing client IT environments. \*Threat detection: Behavioral AI constantly monitors and maps each running process for incongruous behaviors and recognizes many thousands of virus and malware attack variants, including cryptomining attacks, as well as the root causes of these malicious behaviors by quickly identifying and diagnosing corrupt source processes and system settings. \*Response and remediation: When malicious behavior is detected, Managed Endpoint will activate remediation steps including scrubbing the system of any remnant of an attack, such as malicious processes or registry keys, and performing system rollback, if required, to restore system and data access. \*Managed detection and response (MDR): Implement advanced operations without the need for in-house security expertise. \*Next-gen endpoint security: Provides unique malware detection and remediation technology. This solution incorporates innovative prevention technology, providing visibility into the root causes and origins of the threat, reversing the malicious operations of ransomware and remediating them at an agile speed, when needed. (Security + Monitoring + Compliance + Management + Proactive Maintenance + Accountability)

#### Network Map

Professional Network Mapping tool that auto-senses devices on the network that have an IP address and makes a visual diagram of those devices for ease of inventory and security. Also helps with securing the network when rogue devices are autosensed—such devices can be removed from the network to prevent unauthorized or malicious access. (Management + Monitoring + Proactive Maintenance + Security + Accountability + Compliance)

#### Parallells Monitoring & Support (MAC)

Support for parallels running on a MAC. Technical support to troubleshoot, configure, and train user for help with software running on top of the MAC. (Management + Proactive Maintenance + Helpdesk)

#### Privileged Access Management

A system to stop hackers from remotely escalating permissions on the desktops and installing malicious code or ransomware or pivoting to another computer or server on the network. It allows users to escalate permissions to install applications or printers but do so in a secure approach that doesn't leave the system vulnerable to outside breaches. (Security + Monitoring + Compliance + Management + Helpdesk)

#### Remote Management Tool

A monitoring and management tool that saves time and money by giving NP engineers the ability to securely remote into the machine with the user's permission and diagnose and solve the problem or provide user training if needed. IT allows Network People engineers to have a full team of resources, knowledge, and tools to identify and solve problems. This includes providing information so in depth about every computer and server on the network that our engineers have real time information about the firmware of the bios, the version of the operating system, all the software installed on system and their versions, technical information about setup of the computer, all the drivers, data, and much more. In addition, Network People has programmed custom scripts to identify issues automatically and resolve those issues without any user involvement. This saves you time and money. These custom scripts are continuously improved by watching for problems in the hundreds of networks that we manage, which helps us to identify and proactively prevent problems on your network. (Security + Monitoring + Compliance + Management + Proactive Maintenance)

#### Remote Management Tool (Mac)

Actively monitors for problems on devices before they happen and prevents downtime. Remote monitoring for and remediation of issues. Keeps track of every device in your network regardless of location. Real-time visibility of your inventory. (Security + Monitoring + Management + Compliance)

#### Server backup – Physical server

On-premises full image and file level server backup to protect your business and keep you up and running. System schedules regular backups as often as hourly and creates differential backup sets (backups of recently changed files) for full recovery or file-based retrieval of data. Image backups can be stored on local media (SAN, backup server, tape) and in redundant locations off-premises. Backups are monitored and managed by the Network People team daily during normal business hours and tickets created automatically to have engineers repair if the backups fail. (Disaster Recovery + Management + Monitoring + Proactive Maintenance + Security + Compliance + Disaster Recovery + Business Continuity)

#### Server backup – Virtual server

On-premises full image and file level server backup to protect your business and keep you up and running. System schedules regular backups as often as hourly and creates differential backup sets (backups of recently changed files) for full recovery or file-based retrieval of data. Image backups can be stored on local media (SAN, backup server, tape) and in redundant locations off-premises. Backups are monitored and managed by the Network People team daily during normal business hours and tickets created automatically to have engineers repair if the backups fail. (Disaster Recovery + Management + Monitoring + Proactive Maintenance + Security + Compliance + Disaster Recovery + Business Continuity)

#### Server Room (NOC) Management

Maintain, configure, and support equipment in server room. Equipment includes rack, uninterruptable power supply (UPS), switch, firewall. \*Labor to replace or repair hardware (actual hardware part must be purchased by client) \*Conference with vendor to get warranty repair that client deserves \*Fix normal, high, and critical issues (Disaster Recovery + Management + Monitoring + Proactive Maintenance + Security + Compliance + Disaster Recovery + Business Continuity + Helpdesk)

## Unified Alerting, Documentation Management

Alerts to system compliance issues and resolves them which prevents downtime. Network People combines a powerful set of tools into a unified control panel to provide best in class alerting, documentation, inventory, and change management. Information about hardware and software is instantly gathered and documented. If the information shows that a system is out of compliance an alert is created. It also proactively identifies and resolves changes through these automated alerts and prevents downtime. Engineers can quickly evaluate the system using automated security, compliance, and network configuration alerts. The impact: The business can worry less because misconfigurations or security compliance issues are identified and alerted upon. Troubleshooting is easier because the history of the machine is recorded which makes it possible for engineers to go back in time to figure out what change caused the issue. (Disaster Recovery + Management + Monitoring + Proactive Maintenance + Security + Compliance)

### Virtual Server Support

Daily monitoring and management of server and repair when needed to keep your network and team up and running. Network People engineers perform daily health checks before business hours. This includes runtime and stability, backed, critical errors. Then engineers verify additional health and security checks through monitoring and management of antivirus, anti-malware, system checks, alerts, hard drive maintenance, specific scripted repairs of known issues, ticket creation and closure. If an issue is detected, a ticket is created notifying client and an engineer is dispatched to perform the necessary service according to the SLA to restore normal functionality. If ticket requires repair to be done onsite, the engineer will go onsite. All the following repairs will be performed under the “unlimited” coverage of the server at no extra charge. Examples of such repairs include: \*Fix Active Directory (AD) and Group Policy Objects (GPO) issues \*Replace or repair hardware (actual hardware part must be purchased by client) \*Conference with vendor to get warranty repair that client deserves \*Restore data on hard drive or restore entire server (requires backup server) \*Provide training, advice, troubleshooting, and general user support (Management + Helpdesk + Security + Compliance + Proactive Maintenance + Disaster Recovery + Business Continuity)

### 2FA Protection and Management

Prevents unauthorized access to email, Windows Domain, and Cloud accounts. This is designed to prevent unauthorized access to your network by requiring both a password and something you know (the second factor) to have access to the account. For example, a security code is sent to your cell phone. This system manages two-factor authentication (2FA, MFA) devices and improve security for remote desktop connections. This can be implemented for most third-party web facing applications including connecting to the corporate network remotely. Network People can manage the users to maintain high security and compliance, so the tool isn't turned off by users, exposing the network to risk. (Security + Management + Compliance + Helpdesk)

### 3rd Party Application Updates

Maintains proper updates to network computers and servers to protect from hackers. Statistics show that as high as 97% of malicious code would be prevented from impacting computers and servers if they were properly and regularly updated. This tool and service allows your network computers and servers to maintain the proper updates both in Microsoft operating systems as well as third party applications. (Security + Compliance + Management + Proactive Maintenance)

## EXHIBIT A



13075 US Highway 19 N  
 Clearwater, FL 33764  
 www.NetworkPeople.com  
 (727) 446-4564

## User &amp; Site Support

| Description   | Recurring  | Qty               | Ext. Recurring |
|---|------------|-------------------|----------------|
| <b>Managed Active-IT User</b><br>Unlimited management and helpdesk support for a user (Onsite & Remote).  | \$78.00    | 85                | \$6,630.00     |
| <b>Cyber Security Training</b><br>End user cyber security training with monthly updates and customer portal to provide record for compliance.   | \$5.40     | 85                | \$459.00       |
| <b>Virtual Server Support</b><br>Full monitoring and management of a virtual server.  | \$240.00   | 5                 | \$1,200.00     |
| <b>Managed Security- 4 hrs per quarter &amp; monitoring</b><br>Proactive, persistent threat protection for your network that identifies your vulnerabilities and allows earlier detection of ransomware activity. This advanced security detection delivers: Vulnerability scanning, alert review and recommendations, remediation direction, detection and review of indications of compromise through ongoing scanning and monitoring for vulnerabilities. Network People engineers use state-of-the-art security tools that detect indications of compromise (IOC) on computers or servers in the network. | \$1,250.00 | 1                 | \$1,250.00     |
| <b>Managed Environment Package</b>  | \$744.00   | 1                 | \$744.00       |
| <b>Customized Client Dashboard</b><br>Provides a real-time digital report on the management of your IT.   |            | 1                 |                |
| <b>Gateway Security for Firewall</b><br>Network People engineers manage the firewall and daily review the best settings and configurations and latest software (Firmware) to tune the firewall.   |            | 2                 |                |
| <b>** Requires new hardware /sonicwalls to be purchased ( formal quote to follow).</b>  |            |                   |                |
| <b>Server Room (NOC) Management</b><br>Maintain, configure, and support equipment in server room.   |            | 4                 |                |
| <b>For detailed descriptions see <a href="http://NetworkPeople.com/Service-Descriptions">NetworkPeople.com/Service-Descriptions</a></b>   |            |                   |                |
|   |            | Monthly Subtotal: | \$10,283.00    |

## Device Tools- PC &amp; Server

| Description   | Recurring | Qty | Ext. Recurring |
|---|-----------|-----|----------------|
| <b>Remote Management &amp; Updating Tool</b><br>Remote Management & Updating Tool | \$3.00    | 75  | \$225.00       |
| <b>Breach Detection MDR</b><br>Real time "active threat" detection and response.  | \$7.20    | 75  | \$540.00       |

## Device Tools- PC &amp; Server

| Description  | Recurring | Qty | Ext. Recurring |
|--|-----------|-----|----------------|
| <b>Advanced Security Monitoring</b><br>Proactive, persistent threat protection.  | \$6.00    | 75  | \$450.00       |
| <b>Privileged Access Management</b><br>A system to stop hackers from remotely escalating permissions.  | \$3.60    | 75  | \$270.00       |
| <b>Vulnerability Scanning</b><br>Assists in meeting compliance requirements by detecting deficiencies and providing comprehensive information to resolve issues. | \$1.20    | 75  | \$90.00        |
| <b>For detailed descriptions see <a href="http://NetworkPeople.com/Service-Descriptions">NetworkPeople.com/Service-Descriptions</a></b>                          |           |     |                |
| Monthly Subtotal:  |           |     | \$1,575.00     |

## Licenses

| Description   | Recurring | Qty | Ext. Recurring |
|---|-----------|-----|----------------|
| <b>365 Email MDR</b><br>Managed Detection and Response (MDR) for Microsoft 365 product.   | \$2.50    | 113 | \$282.50       |
| <b>Microsoft 365 Apps for Business</b><br>Includes fully installed Office applications across multiple devices plus online file storage and sharing.  | \$8.30    | 1   | \$8.30         |
| <b>Microsoft Office 365 E3 (Users 300+)</b><br>Includes fully installed Office applications across multiple devices, email hosting, HD video conferencing, and features to support compliance | \$23.00   | 85  | \$1,955.00     |
| <b>Microsoft Exchange Online (Plan 1)</b><br>Hosted Email   | \$4.00    | 24  | \$96.00        |
| <b>Microsoft Project Plan 1</b><br>Microsoft Project Plan 1 enables users to start quickly and manage projects easily via a web browser.  | \$10.00   | 1   | \$10.00        |
| <b>Azure Active Directory Premium P1</b>  | \$6.00    | 1   | \$6.00         |
| Monthly Subtotal:   |           |     | \$2,357.80     |

## Cloud Services

| Description  | Recurring | Qty | Ext. Recurring |
|--|-----------|-----|----------------|
| <b>Phone Service (billed direct from phone company - \$ )</b><br>Full image managed backup of computer up to 1 TB. | \$0.00    | 1   | \$0.00         |
| <b>Print Management ( Xerox printers- approximate cost)</b><br>*Cost varies based on print usage                   | \$700.00  | 1   | \$700.00       |

Cloud Services

Item 12B.

| Description   | Recurring  | Qty | Ext. Recurring |
|---|------------|-----|----------------|
| <b>Backup Server Siris S4P6</b><br>A backup server with offsite redundancy in two data centers outside of Florida. With onsite virtualizations, keep your business running even in the middle of disasters. | \$1,279.00 | 1   | \$1,279.00     |
| For detailed descriptions see <a href="http://NetworkPeople.com/Service-Descriptions">NetworkPeople.com/Service-Descriptions</a>  |            |     |                |
| Monthly Subtotal:   |            |     | \$1,979.00     |

Monthly Expenses Summary

| Description               | Amount      |             |
|---------------------------|-------------|-------------|
| User & Site Support       | \$10,283.00 |             |
| Device Tools- PC & Server | \$1,575.00  |             |
| Licenses                  | \$2,357.80  |             |
| Cloud Services            | \$1,979.00  |             |
| Monthly Total:            |             | \$16,194.80 |

Payment Options


| Description      | Payments | Interval | Amount      |
|------------------|----------|----------|-------------|
| Term Options     |          |          |             |
| 5 Year agreement | 60       | Monthly  | \$16,194.80 |

Summary of Selected Payment Options

| Description                    | Amount      |
|--------------------------------|-------------|
| Term Options: 5 Year agreement |             |
| Selected Recurring Payment     | \$16,194.80 |

Network People, Inc.

City of Madeira Beach

Signature:   
 Name: Nate Freeman  
 Title: President  
 Date: 02/12/2024

Signature: \_\_\_\_\_  
 Name: Robin Gomez  
 Date: \_\_\_\_\_



# Memorandum

**Meeting Details:** March 13, 2024, BOC Regular Meeting

**Prepared For:** Honorable Mayor Rostek and Board of Commissioners

**From:** Community Development Department

**Subject:** RFQ 23-12, Planning Services to Create and Implement a New City Master Plan

## **Background:**

In November 2023 the City of Madeira Beach created and submitted RFQ 23-12, Planning Services to Create and Implement a New City Master Plan. The city received three applications. Kimley-Horn ranked as the top applicant from the selection committee. Kimley-Horn presented an overview of the Master Plan and scope of work at the BOC Workshop on February 28<sup>th</sup> (attached).

## **Discussion:**

The Board of Commissioners needs to provide direction on whether to proceed with the firm Kimley-Horn for RFQ 23-12, Planning Services to Create and Implement a New City Master Plan.

## **Recommendation(s):**

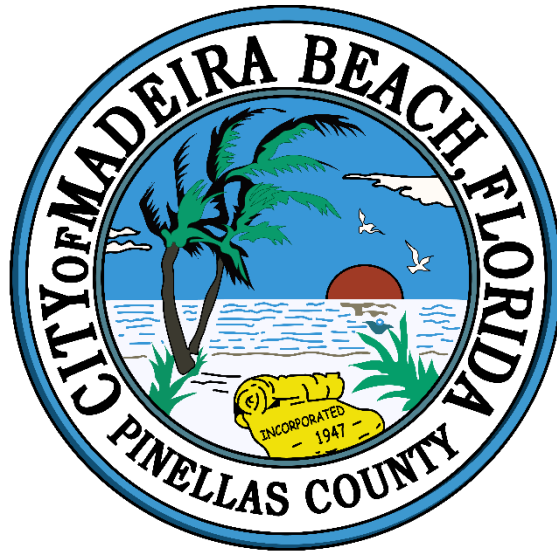
The selection committee reviewed and scored all applicants for RFQ 23-12 and Kimley-Horn was the highest ranking applicant. Staff recommends proceeding with Kimley-Horn for RFQ 23-12.

## **Fiscal Impact or Other:**

The anticipated cost for RFQ 23-12 is \$150,000

## **Attachments:**

- RFQ 23-12, Planning Services to Create and Implement a New City Master Plan.
- Kimley-Horn Submittal for RFQ 23-12
- Kimley-Horn presentation from BOC Workshop 02.28.2023



# City of Madeira Beach

**Request for Qualifications RFQ No. 23-12**

**Planning Services to Create and Implement a New City Master Plan**

**Due by 3:00 pm January 19, 2024**

**City Hall**

**Community Development Department**

**300 Municipal Drive**

**Madeira Beach, Florida 33708**



# Request for Qualifications For Planning Services to Create and Implement a New City Master Plan

## 1. PURPOSE & INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is for The City of Madeira Beach to receive responses from qualified firms capable of providing planning and urban design consulting services to create and implement a new Master Plan pursuant to, and in compliance with, the requirements of F.S. 287.055.

The city will be selecting **one (1)** firm to serve as a Planning Consultant to create and implement a new Master Plan. The consulting firm shall assist the City towards solutions in Planning and designate the approach or technique to be used towards accomplishment of the City's objective, as set forth in the scope of work below, for the new Master Plan. The plan will serve as the guiding policy document for development within the city and reflect the community goals and visions for the future. The firm's services may include, but not be limited to, planning, urban design, economic development, mobility, and floodplain and emergency management.

## SCOPE OF WORK

The scope includes general requirements for the planning process and is not intended to be a comprehensive list of all tasks and deliverables. Applicants should provide specific recommendations for approaches, tasks, and deliverables based upon their expertise from past work on Master Plan projects.

The consultant will be expected to carry out the following services:

- 1. Data Collection and Analysis:** Collection, review, and analysis of relevant data. This may include demographic, socio-economic, environmental, historical, land use, and economic development within beach communities (including where money is spent and where revenue is gained).
- 2. Community Engagement:** Design and implement a comprehensive community engagement strategy that includes a diverse range of stakeholders. This should include public meetings, surveys, workshops, and digital engagement tools.
- 3. Visioning and Goal Setting:** Work with the City and community to develop a shared vision for the future, along with associated goals, and objectives.
- 4. Plan Development:** Develop a new Master Plan document that includes sections on land use, transportation, economic development, resiliency, design, and others, as deemed appropriate.
- 5. Implementation Strategy:** Develop a clear and actionable implementation strategy that includes responsibilities, timelines, potential funding sources, and performance measures.
- 6. Plan Adoption:** Assist the City with the plan adoption process, including presentations to the Planning Commission, Board of Commissioners, and other key stakeholders.

The following will be desired areas of emphasis for the new Master Plan:

**Land Use:** Density and intensity recommendations for current and potential new land use categories. Design standards for mobility and new construction. Standards that the City may use to promote compact development activity and locations where these patterns should be encouraged. Policies that address floodplain management and resiliency that complement the City’s Watershed Master Plan, which is currently being prepared. A comprehensive review of the Madeira Beach Land Development Regulations and Comprehensive Plan, identifying any inconsistencies and remedies.

**Graphics:** Charts, renderings, images, photographs, maps, etc.

**EXPERIENCE**

Interested firms must demonstrate:

1. Extensive experience in the field of planning for coastal communities.
2. Successfully completing and implementing an urban master plan for similar-sized cities or urban areas.
3. A proven record of successful community engagement and an ability to work with diverse stakeholders.
4. Understanding unique challenges and opportunities facing barrier island communities, specifically Madeira Beach.
5. Experience working with municipalities in the floodplain in Florida, preferably in Pinellas County and/or with barrier islands.
6. Study economic development and impacts within a community.
7. Knowledge of sustainable and resilient planning practices.

**2. CALENDAR OF EVENTS**

- Request for Qualifications (RFQ) release: Tuesday, November 21, 2023
- RFQ submittal date, no later than 3:00 PM: Friday, January 19, 2024
- Evaluation committee review: January 22 - 25, 2024
- Interviews **(if necessary)**: Interviews will occur in January to February 2024\*
- Selection/recommendation to Board of Commissioners for award: February 2024\*
- Negotiation of the terms of the written contract and execution of the contract: March 2024\*

\*The schedule is subject to change for interview responses and selection recommendations.

**3. QUALIFICATIONS**

Statements of qualifications will be considered from firms engaged in implementing the service requested. The responding firm shall present their statement of qualifications as outlined in the submission of submittals section of this document.. The City of Madeira Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all statements of qualifications where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

## 4. SUBMISSION OF SUBMITTALS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in the Respondent's submission being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of Madeira Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the Respondent.

**The following information shall be provided in the order detailed:**

- a. **Title Page** – List the RFQ subject, the name of the firm, local address, telephone number, name of contact person and date, e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to represent your firm, their title, telephone number, and e-mail address.
- d. **Project Specific Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of the project team and describe communication processes to be used within the project team. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit six (6) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit ten (10) pages. Provide information for those projects which have been successfully completed which are like those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has been awarded and provided services for five (5) contracts to other local governments similar to this contract within the last five (5) years.
  - References shall include:
    - Client name, address, phone number, e-mail address.
    - Description of the scope of the work.
    - Month and year the project was started and completed.
    - Total cost and professional service fees paid.
    - Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with the insurance requirements section included in this RFQ.

*Attachments (additional exhibits) to the proposal are acceptable; however, any attachments provided do not take the place of the written proposal requirements as listed above. Full resumes are to be attached as exhibits to the proposal.*

## 5. CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Qualifications in writing to the following City representative. Questions must be submitted by five (5) days prior to the proposal due date.

**Robin I. Gomez**  
City Manager  
300 Municipal Dr.  
Madeira Beach, Florida 33708  
(727) 391-9951 Ext 227  
[rgomez@madeirabeachfl.gov](mailto:rgomez@madeirabeachfl.gov)

**Jenny Rowan, CFM**  
Community Development Director  
300 Municipal Dr.  
Madeira Beach, Florida 33708  
(727) 391-9951 Ext 255  
[jrowan@madeirabeachfl.gov](mailto:jrowan@madeirabeachfl.gov)

## 6. SUBMITTAL PROCEDURES:

Firms shall submit one (1) original submittal, five (5) copies, and one (1) electronic copy (USB- PDF Format). Responses must be submitted by the date and time indicated below. Statements of Qualifications not submitted by that time will be refused. Statements of Qualifications shall not be valid unless sealed in a single envelope or box marked:

**“Planning Services to Create and Implement a new City Master Plan”** and received by:

City of Madeira Beach: Community Development Department  
300 Municipal Drive  
Madeira Beach, FL 33708

Request for Qualifications will be received until 3:00PM on Friday, January 19, 2024, at the Community Development Department office, City of Madeira Beach, Florida 33708.

## 7. EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's submission based upon the criteria stated in this Request for Qualifications and the ability to execute the services. The top firms *may* be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firms that the city considers most qualified. The successful Firm will be requested to enter negotiations to produce a contract for this assignment. The City reserves the right to negotiate modifications to Statements of Qualifications that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Firms will be evaluated in accordance with the weighted criteria listed below. All criteria will be graded on a 1-5 scale, with 1 being the lowest score possible and 5 being the highest score. Criteria will also be

weighted based upon each individual reviewer’s determination of level of importance. Criteria will be weighted on a 1-10 scale, with 1 being not as important and 10 being the most important criteria.

**Selection Criteria are as follows:**

- Experience, Composition and Expertise of the Project Team
- Methodology and Approach for the preparation of the new Master Plan
- Applicable project References that reflect and demonstrate the Firm’s competence in planning services.
- Applicable contract references that reflect and demonstrate the Firm’s past performance on other local government contracts and Master Plans.
- Consultants demonstrated understanding of the City of Madeira Beach

**8. CITY RESERVES THE RIGHT TO REJECT ALL RESPONSES**

The City reserves the right to reject all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the City. The City of Madeira Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting from this Request for Qualifications as best serves the needs of the City.

**9. DESIGNATED CONTACT**

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the Contract.

**10. INSURANCE REQUIREMENTS**

Include in Qualifications proof of Insurance furnished by the firm’s carrier to guarantee the firm is insured.

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 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

## **11. 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.

## **12. ASSURANCES**

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm’s operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of Madeira Beach will apply.

## **13. PROJECT RECORDS**

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract and Florida Statutes chapter 119. These records shall be kept in accordance with generally accepted accounting methods, and the City of Madeira Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on an USB storage device.

## **14. DEVIATIONS FROM SPECIFICATIONS**

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the city.

## **15. NO COLLUSION**

By offering a submission to this Request for Qualifications, the Respondent certifies that no attempt has been made or will be made by the Respondent 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.

## **16. 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 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.

## 17. 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.

## 18. TAXES, FEES, CODES, LICENSING

The Respondent shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Respondent shall also be responsible for compliance with all applicable codes, laws, and regulations.

## 19. COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

## 20. ATTACHMENTS

**Design Services Agreement** Respondent shall provide CITY consulting, planning, or design services in accordance with this Agreement.

**Florida Public Entity Crimes Act** Prior to, and during the term of any contract with the City, the City requires that Respondent shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., attached hereto as Exhibit A.

**Drug Free Workplace Certification** Respondent shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

**CONSULTING AND DESIGN SERVICES AGREEMENT**

**THIS AGREEMENT** is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF MADEIRA BEACH, FLORIDA, (hereinafter referred to as "CITY"), and \_\_\_\_\_, a Florida Corporation (hereinafter referred to as "CONSULTANT").

**WHEREAS**, CITY desires to engage a firm to provide professional consulting, OR design services for the project hereafter described;

**WHEREAS**, CITY desires to engage CONSULTANT to provide consulting and design services upon the Scope of Services to be issued subsequent to the execution of this agreement;

**WHEREAS**, CONSULTANT is qualified and able to provide the services described herein;

**WHEREAS**, this agreement has been properly approved by the appropriate authority for CITY and CONSULTANT.

**NOW, THEREFORE**, for an in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1 - PROJECT**

**1.1 PROJECT**

CONSULTANT shall provide CITY consulting, services in accordance with this Agreement and as more particularly described in the Scope of Services set forth below (hereinafter "SERVICES").

**1.2 PROJECT TERM AND PARAMETERS**

**1.2.1** - CONSULTANT shall serve as the CITY's Master Plan Planning Consultant for a three (3) year term with two (2) one year extension options.

**1.2.2** - The consulting firm shall assist the City towards creating and implementing a new master plan.. The firm's services may include, but not be limited to, planning, design, economic studies, and reviews.

**ARTICLE II - SERVICES**

**2.1 SCOPE OF SERVICES**

**2.1.1** - CONSULTANT shall develop a new city Master Plan which will include data collection and analysis, community engagement, visioning and goal setting, plan development, implementation strategy, and plan adoption as detailed in the Scope of Work.

**2.1.2** - The consulting firm will work to create and implement a new Master Plan with assistance from City staff.

**2.1.3** - The City reserves the right to issue separate contracts for specific services at the city's sole discretion.



**2.1.4** - The following accreditations of each firm’s employees or sub-consultants are highly desirable: AICP, CFM, AIA, ASLA, and LEED certified professionals.

**2.1.5** - The SERVICES shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work

**2.2 PROJECT STUDY AND DESIGN SERVICES**

As specifically authorized by a Scope of Services approved by CITY in writing, CONSULTANT shall perform the following services:

**2.2.1.** - CONSULTANT shall conduct charrettes, public meetings, surveys, and prepare planning reports and renderings, pertaining to the PROJECT. One (1) copy of the PROJECT and reproducible drawings and an electronic version of all contract documents as set forth in the Scope of Services shall be submitted to CITY by CONSULTANT.

**2.2.2** - CONSULTANT shall review laws, codes, and regulations applicable to the PROJECT, and shall incorporate all legal requirements, and requirements of government agencies having jurisdiction over the PROJECT, into the design thereof.

**ARTICLE 3 – CITY RESPONSIBILITIES**

**3.1 COVENANTS BY CITY**

**3.1.1** - CITY shall:

3.1.1.1 Pay such fees as are due and payable to CONSULTANT, in advance in writing, and properly performed.

3.1.1.2 Appoint a representative under this Agreement, with authority to authorize Work under this Agreement, transmit instructions, receive information, and transmit interpretations and definitions of the CITY’S policy and decisions pertinent to the Work covered by the applicable Scope of Services.

3.1.1.3 Make available, upon request of CONSULTANT, all existing records, reports, drawings, maps, plans, photographs, surveys, or other data in CITY’S possession pertaining to the Work on the PROJECT under any Scope of Services authorized hereunder.

3.1.1.4 Make facilities and properties, under CITY’S control, available and accessible for inspection and access by CONSULTANT, for the performance of the Work hereunder.

**ARTICLE 4- PERSONNEL**

**4.1** - CONSULTANT’S professional personnel who shall be assigned to the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT, as designated therein.

4.2 - CONSULTANT shall be the primary consultant on the PROJECT, and the following sub-consultants shall perform SERVICES hereunder, without additional compensation by CITY:

4.3 - Any of the sub-consultants may be replaced, upon agreement of the parties. Any replacement or additional sub-consultants shall be subject to CITY'S approval.

**ARTICLE 5 -SCHEDULE**

5.1 - CONSULTANT shall proceed with the SERVICES upon receipt of CITY'S signed authorization to proceed. Following the initial planning meeting with CITY and the other professionals on the PROJECT, CONSULTANT shall prepare a master PROJECT schedule, including the data collection and analysis, community engagement, visioning and goal setting, plan development, implementation strategy, and plan adoption. CONSULTANT shall submit for CITY'S approval a schedule for the performance of the SERVICES, which shall include allowances for periods of time required for CITY'S review and approval of submissions by authorities having jurisdiction over the PROJECT. Time limits established by the schedule approved by CITY shall not be exceeded by CONSULTANT. The preliminary schedule shall be as provided in the Scope of Services for each phase of the PROJECT.

**ARTICLE 6 – FEES AND COSTS**

**6.1 - PAYMENT FOR SERVICES**

6.1.1 CITY shall pay CONSULTANT for all services authorized and properly performed subject to the budget set out in the Scope of Services, by one of the following methods, as agreed in writing, in advance, by the parties:

6.1.1.1 A mutually agreed upon lump sum of \_\_\_\_\_; or

6.1.1.2 At the hourly rates as set forth in the attached rate sheet. Sub-consultant costs shall be invoiced at the actual fee paid by CONSULTANT; or

6.1.1.3. On a cost-plus multiplier of \_\_\_\_\_ based on direct salary costs times a factor of \_\_\_\_\_ as determined by agreement of the parties, where salary cost is actual salary and wages. Direct labor costs are based on the actual weekly compensation paid to personnel divided by 40 hours. The multiplier factor compensates for indirect salary costs, overhead operating costs, and profit allowance.

Sub-consultant fees shall be invoiced at the actual fees paid by CONSULTANT; or

6.1.1.4 Such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

6.1.2 - Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

6.1.2.1 Expense of transportation and living when performing travel authorized in writing by City, for long distance calls and telegrams, and for any fees paid for securing approval of authorities having jurisdiction over the Scope of Services. CITY shall pay such fees, directly, when a price advantage is available.

Travel expenses shall be in accordance with CITY’S travel and per diem allowance schedule. Travel to CITY offices and work sites and telephone and other consultation with CITY shall not be reimbursable; and

6.1.2.2 Expenses for reproduction, postage and handling of drawings and specifications, except file copies, such copies as required to facilitate review and approval and copies provided to contractors in accordance with terms of a contract. Copies provided to prospective bidders shall be sold, directly, to the prospective bidders by CONSULTANT.

**6.1.3** - All fees shall be invoiced monthly and are due and payable monthly. The monthly amount due shall be determined as the costs are incurred for SERVICES performed using the multiplier or hourly method of compensation defined above, or in proportion of the work completed for services to be performed when a lump sum method of compensation is used, in accordance with the Scope of Services issued by CITY.

**6.1.4** - If during and after the completion of the PROJECT described in this Agreement, in accordance with the directions of CITY, it becomes necessary to review or revise the PROJECT due to changes in federal, state, or city law, rules, regulations or other requirements adopted after preparation thereof, payment for such review or revision shall be made to CONSULTANT according to such method or methods of calculating the fee as may be mutually agreed upon in advance, in writing. Other changes or revisions shall be made only upon written authorization of CITY directing such changes, review or revisions by CONSULTANT. SERVICES for such changes or revisions shall be paid for at a mutually agreed upon lump sum or at the rates of payment described above, as agreed in advance, in writing, by the parties.

**6.1.5** - CONSULTANT warrants that it has not employed or retained any company or person, other than bona fide employees working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 7 - MISCELLANEOUS**

**7.1 TERMINATION**

**7.1.1** - Either party may terminate this Agreement, without cause, prior to the execution of any Scope of Services hereunder, or after completion of all Work required under any purchase orders previously issued hereunder.

**7.1.2** - CITY may suspend, cancel or abandon any part or phase of the PROJECT described in the Scope of Services, or the services of the CONSULTANT called for under the Scope of Services, without cause, upon providing CONSULTANT five (5) days prior written notice, and CONSULTANT shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment.

**7.1.3** - It is expressly understood by CONSULTANT that the PROJECT is contingent upon the availability of sufficient funding for the same, and the PROJECT may be reduced or enlarged in scope and the planning services and payments provided hereunder may be adjusted accordingly, as determined by CITY in its sole discretion.

**7.2 OWNERSHIP OF DOCUMENTS, MATERIALS**

**7.2.1** - Reproducible copies of all documents, prepared for the PROJECT, shall be the property of CITY and shall be delivered to CITY upon completion of each said document. CITY may utilize any documents prepared by CONSULTANT or any sub-consultant hereunder in any manner it chooses, in its sole discretion, without being subject to any copyright protection.

**7.2.2** - All documents, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purposes intended shall be at CITY’S sole risk. Any such verification or adaptation by CONSULTANT shall entitle CONSULTANT to further compensation at rates to be agreed upon by the parties.

**7.2.3** - Any equipment, materials or supplies for which CITY pays a specific charge under this Agreement shall become the property of CITY upon completion of the part or phase of the PROJECT for which the item was specifically purchased, but in no event later than termination of this Agreement.

**7.3 PUBLIC RECORDS**

**7.3.1** - Consultant acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Consultant must comply with the public records laws of the State of Florida. CONSULTANT acknowledges that some or all the documents generated or kept by CONSULTANT, or any sub-consultant may be deemed to be public records under Florida law, and CONSULTANT fully accepts any responsibility required by law in producing or making available said documents.

**7.3.2** - Consultant shall comply with the following with regard to public records and agrees to the following:

7.3.2.1 The Consultant shall keep and maintain and not delete any and all public records required by the public agency and consultant necessary to perform the service.

7.3.2.2 Upon request from the public agency's custodian of public records, the Consultant shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.

7.3.2.3 The Consultant shall ensure that public records that are exempt or confidential and, therefore 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.

7.3.2.4 The Consultant shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any

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

7.3.2.5 A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Consultant of the request. The Consultant must provide the records to the public agency or allow the records to be inspected, copied or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.

7.3.2.6 If Consultant does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

7.3.2.7 A Consultant who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

7.3.2.8 If a civil action is filed against a Consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees, if: The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time, and; at least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the public agency and to the Consultant.

7.3.2.9 The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Consultant at the Consultant's address listed in this contract with the public agency or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

7.3.2.10 A Consultant who fully, completely, and timely complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

7.3.2.11 If the Consultant Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

City of Madeira Beach  
City Clerk Clara VanBlargan  
Madeira Beach, FL 33708 727-391-9951, Ext. 231  
[cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov)

## **7.4 WARRANTY, INSURANCE AND LIABILITY**

**7.4.1** - CONSULTANT warrants that the SERVICES shall be carefully, skillfully, and timely performed; in accordance with the standard for such professional services at the time those services are rendered.

**7.4.2** Throughout the term of this Agreement and until the completion of all construction of the PROJECT, CONSULTANT shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$1,000,000.00 per individual, per occurrence, and professional liability insurance in an amount not less than \$1,000,000.00. CONSULTANT shall provide to CITY certificates of insurance evidencing the existence of each required insurance policy, within (30) days of the date of this Agreement. The certificates of insurances shall provide that CITY be notified at least (30) days prior to the cancellation or reduction in policy limits of the policy. Additional certificates of the insurance required hereby shall be provided by CONSULTANT at any time requested by CITY.

## **7.5 INDEMNIFICATION**

**7.5.1** CONSULTANT shall indemnify, hold harmless, and defend CITY, its Board of Commissioners, charter officers, agents, attorneys, and employees from, and against all liability and expense, including attorney's fees incurred thereby through all appellate proceedings, arising from any claims, demands, damages, suits, administrative proceedings, actions and causes of action, in law or equity of whatever kind or nature, whatsoever for personal injuries, property damage, equitable relief, fines, penalties or other liability of any kind, resulting from the performance of the SERVICES hereunder. CONSULTANT'S liability hereunder shall include all attorneys' fees and costs incurred by CITY in the enforcement of this indemnification provision. The claims covered by this section shall include claims made by CONSULTANT'S employees, and CONSULTANT hereby waives its entitlement, if any, to immunity under Chapter 440, Florida Statutes

**7.5.2** The obligations of the CONSULTANT under this section shall not be limited in any way by any immunity from or limitation of liability that the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations under this section shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained by CONSULTANT under this Agreement.

**7.5.3** CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONSULTANT of any of its obligations hereunder. CONSULTANT shall obtain the prior written consent of CITY prior to entering any settlement of such claim.

**7.5.4** Each party shall cooperate, and cause its agents, employees, and attorneys to cooperate, in the defense of any third-party claim, and shall furnish such records and information, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

## **7.6 OTHER REQUIREMENTS**

**7.6.1** Nothing contained herein guarantees CONSULTANT any amount of work or compensation. This Agreement shall not be considered an exclusive agreement, and CITY shall not be obligated to exclusively use the services of CONSULTANT for any project it undertakes.

**7.6.2** This Agreement supersedes all prior negotiations and oral or written agreements heretofore made relating to the subject matter and constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except in writing and signed by the parties

hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. The failure to enforce any provision or part of this Agreement shall not constitute a waiver of the right to enforce any part or provision hereof, including the same part or provision in the future. If any portion or part of this agreement is declared invalid by a court of competent jurisdiction, the remainder hereof shall remain in full force and effect.

**7.6.3** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**7.6.4** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto a) irrevocably submits itself to the exclusive jurisdiction and venue of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, Tampa Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

**7.6.5** This Agreement shall create no rights or claims whatsoever in any person other than a party hereto, except as provided herein. There shall be no third-party beneficiaries under this Agreement of any kind.

**7.6.6** In the event either party employs an attorney to enforce any of the conditions of this Agreement, or to enforce any covenants hereunder, or to enforce any of the rights, remedies, privileges or options at law or in equity, or in any action between the parties, the prevailing party shall be entitled to reimbursement from the non-prevailing party of all costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorneys' and paralegal fees and costs whether the matter is settled privately, by arbitration, or by legal action at the trial court level and at any and all appellate court levels in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, post-trial and all appellate proceedings, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

**7.6.7** All final documents shall be submitted to the City Commission of CITY for review and approval. All modifications of this agreement shall not be effective unless approved by the City Commission of CITY, in writing.

**7.6.8** Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_

As to CITY:

City Manager & City Clerk  
City of Madeira Beach, Florida  
300 Municipal Dr.  
Madeira Beach, Florida 33706

**7.6.9** Notwithstanding the use of the term “consultant” in this Agreement to describe CONSULTANT, CONSULTANT and all sub-consultants shall be deemed design professionals providing professional design services for the construction of improvements to real property, for all purposes.

**7.7 FLORIDA PUBLIC ENTITY CRIMES ACT**

**Prior** to, and during the term of any contract with the City, the City requires that the CONSULTANT shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., attached hereto as Exhibit A.

**7.8 DRUG FREE WORKPLACE CERTIFICATION**

The CONSULTANT shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B. and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

**7.9 ACCEPTANCE OF CONTRACT**

The parties agree that the prices, scope of work, terms and specifications set forth in this contract are satisfactory and are hereby accepted and agreed to by the City of Madeira Beach, Florida and Contractor upon signature of both parties, and upon signature of both parties the Contractor is authorized to do the work as specified in this agreement as agreed to by:

**CITY:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**City of Madeira Beach Florida**

**CONSULTANT\*:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
For \_\_\_\_\_ (“Contractor”)  
Mailing address: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**\*Consultant’s Signatory Requirements.** 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.



**EXHIBIT A**

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by \_\_\_\_\_  
[print individual's name and title] for \_\_\_\_\_ [print name  
of entity submitting sworn statement] whose business address is: \_\_\_\_\_

\_\_\_\_\_ and Federal Employer Identification Number (FEIN) is \_\_\_\_\_, 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.

\_\_\_\_\_  
[Signature]

**NOTARY PUBLIC**

STATE OF FLORIDA

CITY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**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

\_\_\_\_\_  
[print individual's name and title]

\_\_\_\_\_ for

\_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (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 work places 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.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**NOTARY PUBLIC**

STATE OF FLORIDA

CITY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024

by \_\_\_\_\_ who is

personally known to me OR Produced identification

\_\_\_\_\_ [type of identification]

My commission expires \_\_\_\_\_

Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]



City of Madeira Beach  
 Community Development Department  
 300 Municipal Drive  
 Madeira Beach, FL 33708

## Request for Qualifications (“RFQ”) Addendum

|                            |  |
|----------------------------|--|
| <b>RFQ No.</b>             | 23-12  |
| <b>RFQ Title</b>           | Planning Services to Create and Implement a New City Master Plan |
| <b>RFQ Issue Date</b>      | November 21, 2023  |
| <b>Addendum No.</b>        | 1  |
| <b>Addendum Issue Date</b> | January 4, 2024  |

- Article 7 Miscellaneous, Section 7.5.1 of RFQ 23-12 is hereby amended to the following (words underlined represent additions to the original text, words ~~stricken~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged):

**7.5.1** CONSULTANT shall indemnify, hold harmless, and defend CITY, its Board of Commissioners, charter officers, agents, attorneys, and employees from, and against all liability and expense, including attorney’s fees incurred thereby through all appellate proceedings, arising from any claims, demands, damages, suits, administrative proceedings, actions and causes of action, in law or equity of whatever kind or nature, whatsoever for personal injuries, property damage, equitable relief, fines, penalties or other liability of any kind, resulting from the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract ~~performance of the SERVICES hereunder~~. CONSULTANT’S liability hereunder shall include all attorneys’ fees and costs incurred by CITY in the enforcement of this indemnification provision. ~~The claims covered by this section shall include claims made by CONSULTANT’S employees, and CONSULTANT hereby waives its entitlement, if any, to immunity under Chapter 440, Florida Statutes.~~

- Article 7 Miscellaneous, of RFQ 23-12 is hereby amended to add Section 7.5.5 as follows (words underlined represent additions):

**7.5.5** Pursuant to Florida Statutes § 287.05701(3), prospective Proposers are notified that the City will not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor’s social, political, or ideological interests.



City of Madeira Beach  
Community Development Department  
300 Municipal Drive  
Madeira Beach, FL 33708

### Request for Qualifications (“RFQ”) Addendum

|                            |  |
|----------------------------|--|
| <b>RFQ No.</b>             | 23-12  |
| <b>RFQ Title</b>           | Planning Services to Create and Implement a New City Master Plan |
| <b>RFQ Issue Date</b>      | November 21, 2023  |
| <b>Addendum No.</b>        | 2  |
| <b>Addendum Issue Date</b> | January 9, 2024  |

1. Article 7 Miscellaneous, Section 7.5.1 of RFQ 23-12 is hereby amended to the following (words underlined represent additions to the original text, words ~~stricken~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged):

**7.5.1** CONSULTANT shall indemnify, and hold harmless,~~and defend~~ CITY, its Board of Commissioners, charter officers, agents, attorneys, and employees from, and against all liability and expense, including attorney’s fees incurred thereby through all appellate proceedings, arising from any claims, demands, damages, suits, administrative proceedings, actions and causes of action, in law or equity of whatever kind or nature, whatsoever for personal injuries, property damage, equitable relief, fines, penalties or other liability of any kind, resulting from the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract ~~performance of the SERVICES hereunder~~. CONSULTANT’S liability hereunder shall include all attorneys’ fees and costs incurred by CITY in the enforcement of this indemnification provision. ~~The claims covered by this section shall include claims made by CONSULTANT’S employees, and CONSULTANT hereby waives its entitlement, if any, to immunity under Chapter 440, Florida Statutes.~~

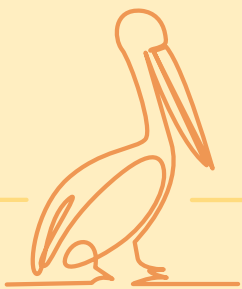




RFQ No. 23-12

Prepared for  
**City of Madeira Beach**

Prepared by  
**Kimley»Horn**  
Expect More. Experience Better.



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

LPPL45078.2023



## A. Title Page

**JANUARY 19, 2024**

**RFQ No. 23-12;**

Planning Services to Create and Implement a New City Master Plan

**Kimley-Horn and Associates, Inc.**

200 Central Avenue, Suite 600  
St. Petersburg, FL 33701  
Phone: 727.547.3999

**Contact:**

Hanna Shaffer, AICP, CNU-A  
Hanna.Shaffer@kimley-horn.com



# Planning Services to Create & Implement A NEW CITY MASTER PLAN

# S T R U C T U R E

|  |           |
|--|-----------|
| <b>A. Title Page</b>   | <b>1</b>  |
| <b>B. Table of Contents</b>  | <b>2</b>  |
| <b>C. Letter of Interest</b>   | <b>3</b>  |
| <b>D. Project Specific Statement of Qualifications and Profile of Firm</b> | <b>5</b>  |
| <b>E. Services Approach</b>  | <b>13</b> |
| <b>F. References</b>   | <b>20</b> |
| <b>G. Insurance Requirements</b>   | <b>31</b> |
| <b>H. Attachments</b>  | <b>33</b> |
| Resumes  | 34        |
| Exhibit A - Public Contracting and Environmental Crimes Certification      | 55        |
| Exhibit B - Drug Free Workplace Certification                              | 58        |
| Licenses   | 61        |
| Exceptions   | 66        |



*Letter of Interest*





# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## C. Letter of Interest

JANUARY 19, 2024

Re:

**RFQ No. 23-12;**  
Planning Services to  
Create and Implement a  
New City Master Plan

To:

**City of Madeira Beach**  
Community Development  
Department  
300 Municipal Drive  
Madeira Beach, FL 33708

From:

**Kimley-Horn**  
200 Central Avenue  
Suite 600  
St. Petersburg, FL 33701



**Dear Mr. Gomez, Ms. Rowan, and Members of the Selection Committee:**

We are eager for this opportunity to partner with the City of Madeira Beach through a submission of our qualifications to create and implement a new city Master Plan. Madeira Beach is a unique place with a beautiful waterfront community committed to responsible government, superior service, and the efficient management of resources to meet the needs and concerns of its citizens. To meet the goals of this community, the City is seeking committed partners who will successfully deliver professional services on time and within budget. We are confident that Kimley-Horn is that partner. We are excited to present our qualifications and would like to express our sincere desire to serve in this critical role.

### *Our team brings the following qualifications to the City:*

**Qualified Personnel.** We have assembled a team of planning, development, and design experts to work closely with the City of Madeira Beach to complete this assignment and serve as a proactive extension of City staff. Handpicked for their local expertise and familiarity with the scope of services, our key personnel are primarily based in our St. Petersburg office, which is located less than 30 minutes from your City Hall. Our local team will be led by project manager **Hanna Shaffer, AICP, CNU-A**, deputy project manager **Nicole Galasso, AICP**, and project director **Jared Schneider, AICP, CNU-A**. Hanna is a leader in the planning practice for Kimley-Horn's St. Petersburg office and has extensive experience working on redevelopment and mobility plans for coastal communities and the greater Tampa Bay area. Nicole Galasso is an urban planner with expertise in integrating land use, transportation, and policy recommendations for numerous Pinellas County cities and coastal communities. Jared is a leader in Kimley-Horn's multimodal transportation and planning practice with more than 19 years of professional experience. He has led numerous special area and district plans, Complete Streets, and a wide range of multimodal transportation plans. Our team's leadership has been assembled to utilize past lessons learned in Pinellas County communities, as well as other local and statewide lessons learned, to create an actionable plan.

**Local Experience and Expertise.** Kimley-Horn has nearby offices in St. Petersburg and Tampa with diverse staff experienced in serving similar communities throughout the Tampa Bay Area. Our location means you can expect responsive service from staff members familiar with the City and its unique local conditions while having a vested interest in each project's success. We have the privilege of working closely with neighboring municipalities, such as the City of St. Pete Beach and the City of Treasure Island, and can offer the City of Madeira Beach unmatched familiarity with coastal communities and barrier islands.

**Commitment to the City.** Kimley-Horn is dedicated to partnering with the City of Madeira Beach to support the City and the community's vision and goals. We pledge to identify and communicate any issues; find reliable, innovative, and sustainable solutions; and provide responsive and cost-effective service. Kimley-Horn's dedication to your success and technical excellence means we will strive to complete your projects on time, within budget, and to the highest quality standards.

We appreciate the opportunity to submit our qualifications, invite your detailed review, and stand prepared and eager to begin work immediately.

Very truly yours,

**Kimley-Horn and Associates, Inc.**

**Kimley»Horn**

**Hanna Shaffer, AICP, CNU-A**  
**PROJECT MANAGER**  
727.440.5750  
HANNA.SHAFER@KIMLEY-HORN.COM

**Dawn Dodge, P.E., LEED AP**  
**ASSOCIATE/AUTHORIZED SIGNER**  
727.498.2202  
DAWN.DODGE@KIMLEY-HORN.COM



*Project Specific  
Statement of  
Qualifications and  
Profile of Firm*





# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## D. Project Specific Statement of Qualifications and Profile of Firm

Kimley-Horn is a full-service, multidisciplinary consulting firm offering a broad range of engineering, planning, structural, and environmental services to public- and private-sector clients. Founded in 1967, Kimley-Horn became well known for its transportation planning and traffic engineering expertise. Today, Kimley-Horn is a nationally recognized leader in the engineering and planning consulting community. We have more than 1,300 employees in 21 offices in Florida, and more than 7,400 employees nationwide—all available to serve the City of Madeira Beach as needed. Additionally, many employees are former municipal engineers and planners who have been on our clients' side of the table and are familiar with local government procedures. Kimley-Horn offers our clients the best of both worlds—the resources of a large, nationally-ranked firm and the personal attention and response of a small, dedicated professional team.

### COMMUNITY PLANNING PRACTICE

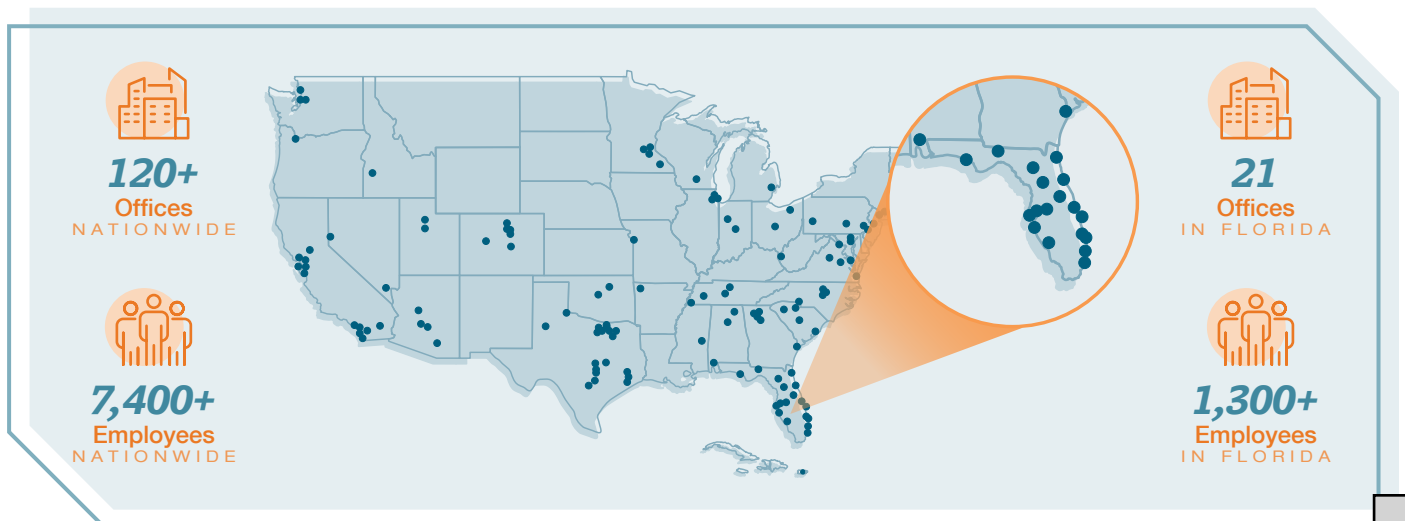
When it comes to Florida's planning regulations, policies, and procedures, Kimley-Horn's knowledge is unsurpassed. Consultants with passion and devotion can generate extraordinary ideas—ideas that can transform communities. To maintain our reputation for cutting-edge consulting, we retain the most talented people in the consulting industry.

Our breadth of expertise includes community planning, multimodal transportation planning and analysis, economic analysis, communications and public involvement, urban design, land use and redevelopment, historic preservation, community resilience, and redevelopment planning. This depth of experience gives our team a unique understanding of the goals and the challenges to enhance livability, economic competitiveness, and resiliency for the Madeira Beach community.

#### Kimley-Horn offers the following services:

- Policy and regulatory planning
- Master planning and special area planning
- Community outreach and engagement
- Comprehensive planning
- Community planning
- Transportation safety planning
- Transit planning
- Land planning
- Urban design and streetscape design
- Environmental permitting, assessment, and remediation
- Streetscape design
- Wetland delineation, assessment, and mitigation
- Low-impact development (LID)
- Landscape architecture and park improvements
- Grant preparation and documentation assistance
- Project management
- Bidding and construction phase services
- Asset management and geographic information system (GIS)
- Hydraulic modeling and master planning services
- Civil engineering
- Stormwater management systems
- Drainage design
- Watershed modeling
- Sustainable and resilient infrastructure
- Water and wastewater systems design
- Roadway, parking, and trail design
- Traffic operations
- Areawide traffic signal systems
- Advanced traffic management systems
- Signing and pavement markings
- Structural engineering

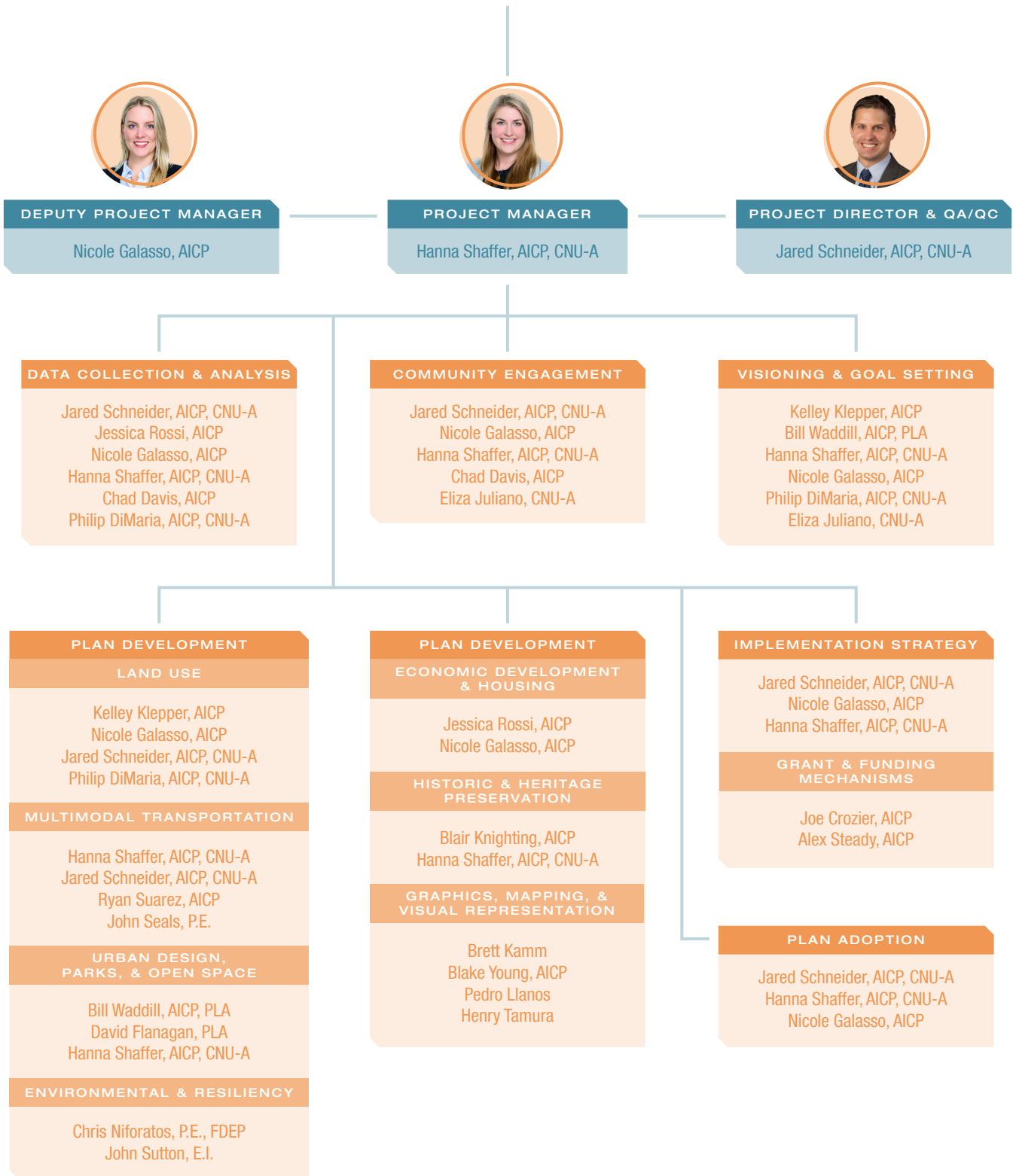
For this project, Kimley-Horn will utilize 21 staff members (17 of which are licensed, registered professionals), with our firm's St. Petersburg office performing the majority of the work. On the following pages please find bios for each key team member that consist of years of experience, technical background, and experience.





# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## City of Madeira Beach







## Planning Services to Create & Implement A NEW CITY MASTER PLAN

### PROJECT TEAM QUALIFICATIONS

Our team offers the City of Madeira Beach exceptional technical resources coupled with local staff who know the goals, priorities, and approaches the City is looking for in this contract. On the following pages, we introduce you to the key team members strategically selected to serve you. Note that staff from our local St. Petersburg office will primarily be performing the work under this contract.



#### **Hanna Shaffer, AICP, CNU-A | PROJECT MANAGER**

**Data Collection and Analysis; Community Engagement; Visioning and Goal Setting; Multimodal Transportation; Urban Design, Parks, and Open Spaces; Historic and Heritage Preservation; Implementation Strategy; Plan Adoption**

Hanna has over seven years of experience in urban planning, transportation planning, and urban design. She has worked both in public and private sectors; as a planning intern for multiple Tampa Bay planning agencies, and as a consultant serving primarily the Tampa Bay region through Complete Streets planning, multimodal transportation planning, neighborhood and district community planning, context sensitive urban design, form-based codes, and graphic representation. Hanna is passionate about creating visually appealing outreach materials and deliverables that inform, inspire, and captivate community members.



#### **Nicole Galasso, AICP | DEPUTY PROJECT MANAGER**

**Data Collection and Analysis; Community Engagement; Visioning and Goal Setting; Land Use; Economic Development and Housing; Implementation Strategy; Plan Adoption**

Nicole is an urban planner with two years of experience. She is proficient in ArcGIS Pro and Adobe Creative Cloud Suite and has experience in SketchUp. She received a Bachelor of Arts in Economics from the University of South Florida and a Master's in Urban and Regional Planning from Florida State University. At Florida State University, Nicole was involved in research regarding inclusionary housing policies throughout the State of Florida. At Kimley-Horn, she has been involved in various transportation and land use planning efforts, including station area plans, Complete Streets plans, infrastructure assessments and land development code amendments. Nicole brings an equity lens to each project she works on and strives to balance quantitative analysis with takeaways from public engagement to deliver high-quality plans that are sensitive to the needs of all current and future stakeholders and residents.



#### **Jared Schneider, AICP, CNU-A | PROJECT DIRECTOR & QA/QC**

**Data Collection and Analysis; Community Engagement; Land Use; Multimodal Transportation; Implementation Strategy; Plan Adoption**

Jared is a leader in Kimley-Horn's planning practice with more than 19 years of professional experience. He has worked throughout Florida developing and helping to implement multimodal transportation projects that are sensitive to mobility and land use needs. Jared is focused on transportation and land use projects with a wide range of skillsets including public engagement, bicycle/pedestrian master planning, multimodal transportation master plans, conceptual design, public involvement, complete streets (areawide and corridor specific), special area and district planning, long-range transportation plans (LRTPs), and comprehensive plans. Jared has lived in Pinellas County and has a unique local context, having worked with jurisdictions around the County and the State of Florida.



#### **Jessica Rossi, AICP**

**Data Collection and Analysis; Economic Development and Housing**

With more than 20 years of real estate market research, planning, and public engagement experience, Jessica brings a comprehensive perspective to all consulting assignments. She works on a wide variety of visioning and economic development assignments for local governments and regional agencies. Additionally, developer and investor clients rely on Jessica's insight to determine demand for commercial and residential projects and to choose specific concepts to maximize economic development, marketability, and value. Her experience working with public- and private-sector interests is useful in creating innovative solutions to complex issues.



## Planning Services to Create & Implement A NEW CITY MASTER PLAN



### **Chad Davis, AICP**

#### **Data Collection and Analysis; Community Engagement**

Chad is an urban planner in our St. Petersburg office with two years of experience in local land use planning, comprehensive planning, community engagement, resiliency, aviation planning, transportation planning, and site development of projects. His passion is for social equity planning, public outreach/community engagement, and affordable housing. Chad was awarded the Ulla Rydberg Memorial Fund award from the University of Florida, Department of Urban and Regional Planning for his capstone graduate project on gentrification and displacement in the Tampa Bay area. This award honors the former researcher's commitment to gerontology and other forms of social planning by recognizing an outstanding student focusing on one of the fields.



### **Philip DiMaria, AICP, CNU-A**

#### **Data Collection and Analysis; Visioning and Goal Setting; Land Use**

Philip has eight years of land use planning and urban design experience in Florida. He has worked in both public and private sectors; as an infrastructure planner for a quickly growing Tampa Bay community, and as a consultant serving diverse communities through land development code updates, form-based codes, comprehensive planning, redevelopment planning, scenario planning and scenario analyses, multimodal transportation planning, and context sensitive urban design. Philip is an accredited member of the Congress for the New Urbanism, American Planning Association, Urban Land Institute, and Form-Based Codes Institute, and a member of the American Institute of Certified Planners.



### **Eliza Juliano, CNU-A**

#### **Community Engagement; Visioning and Goal Setting**

Eliza has more than 17 years of urban planning experience, managing private and public-sector projects with a focus on redevelopment, improving land use patterns, and encouraging multimodal transportation options to contribute to sustainability and residents' quality of life. She is engaged in outreach and advocacy on smart growth issues and is active in the leadership of local and national peer organizations, including serving as 2017-2018 chair of the national Congress for New Urbanism.



### **Kelley Klepper, AICP**

#### **Visioning and Goal Setting; Land Use**

Kelley has 32 years of planning experience, approximately 19 in Florida. Kelley's public sector background and working with communities across Florida and the southeast have included comprehensive planning, growth management, public policy, urban growth boundaries and management, code updates, small/special area plans, development-related issues facing growing communities, and urban design. He has successfully worked with Florida Commerce (fka Department of Economic Opportunity) and other governmental agencies with an emphasis on Tampa Bay communities. In addition, he is experienced in coordinating and conducting public meetings, presentations and community visioning.



### **Bill Waddill, AICP, PLA**

#### **Visioning and Goal Setting; Urban Design, Parks, and Open Space**

Bill has 37 years of project experience including municipal urban design, parks, streetscape and corridor studies, and mixed-use redevelopment. In addition, Bill has extensive public involvement experience and has facilitated diverse groups of participants in consensus-building workshops throughout Florida and the Sunbelt. His principal areas of expertise include project management for large, multi-disciplinary municipal projects, site and land use planning and entitlements, landscape architecture, streetscape and urban design, and public involvement. Bill has led the design teams for a wide range of high-profile public projects including the Bradenton Riverwalk in downtown Bradenton, Baker Park in Naples, Perry Harvey Park in downtown Tampa, and the \$22 million improvements to Siesta Beach Park.



## Planning Services to Create & Implement A NEW CITY MASTER PLAN



### **Ryan Suarez, AICP**

#### **Multimodal Transportation**

Ryan brings more than 20 years of public and private sector transit planning experience. His range of experience includes planning, development, and implementation of a variety of transit agency and programs including the administration of federal and state grants and associated compliance requirements. Prior to joining Kimley-Horn, Ryan was the Planning Manager for Manatee County Area Transit (MCAT), where he led numerous agency initiatives that covered a wide range of transit service objectives.



### **John Seals, P.E.**

#### **Multimodal Transportation**

John has 33 years of engineering experience. His project experience includes all aspects of design for roadway and transportation projects from preliminary engineering and studies to final design. His areas of expertise include major/minor highway design, PD&E/roadway alignment studies, traffic calming/roundabouts, design-build/design criteria engineer, traffic operations studies, multimodal facilities/sidewalks/trails, and traffic signalization/roadway lighting.



### **David Flanagan, PLA**

#### **Urban Design, Parks, and Open Space**

David has been practicing in Pinellas County for 33 years. He has extensive experience with trail and linear park projects and specializes in urban design, irrigation design, park planning, and sports architecture design including custom hardscape detailing, signage, and lighting. He is experienced in providing a creative design approach to each project. David is proficient in integrating facility expansions and additions into existing sites and creating design continuity.



### **Chris Niforatos, P.E., FDEP**

#### **Environmental and Resiliency**

Chris is a principal engineer with 30 years of multidisciplinary experience in the areas of water resources, asset management, and resiliency planning. Chris has served as a principal-in-charge/project director/project manager for local and state clients with specific expertise in planning, numerical modeling, design, permitting, public outreach, and construction management. Chris has delivered a variety of complex water resources projects that have spanned the gamut from undertaking countywide asset condition assessments to delivering hardening plans to devising energy management strategies. Chris has a strong acumen in 1-D numerical modeling, including ICPR, SWMM 5.0, HEC2, HECRAS, TR-20 and TR-55, as well as with design software AutoCAD/Civil 3.0 and ArcGIS. In addition to his technical background, he is fluent in Greek and has limited fluency in Spanish.



### **John Sutton, E.I.**

#### **Environmental and Resiliency**

John has over four years of experience developing detailed numerical flood models, coupling water quality strategies, and conducting flood hazard assessments. John has previously designed roadway drainage systems and conducting bridge hydraulic reports using numerical methods for various FDOT Districts. Throughout the numerous vulnerability assessments that he has conducted within the state, he has developed an acute proficiency for the Resilient Florida grant program. He has a passion for understanding and addressing unique threats facing coastal communities and has conducted studies quantifying the impacts of sea level rise, hurricane driven storm surge, and extreme rainfall events.



### **Blair Knighting, AICP**

#### **Historic and Heritage Preservation**

Blair Knighting has more than ten years of historic preservation planning experience combined at Kimley-Horn and the City of Jacksonville. As an Historic Preservation Planner, Blair regulated the City's three historic districts by ensuring all exterior alterations adhered to each district's historic preservation regulations and the Secretary of the Interior's Standards for Rehabilitation. Prior to transitioning to Kimley Horn, she served as a Historic Preservation Planner for the City of Jacksonville. Her roles at the City of Jacksonville required her to be proficient in many aspects of government planning regulations which included historic preservation planning, analyzing zoning overlay regulations, and grant writing and management. Throughout her career, she has become an expert in stakeholder engagement by overseeing community meetings, appointed historic preservation commission meetings, and engaging neighborhood advocacy groups.



## Planning Services to Create & Implement A NEW CITY MASTER PLAN



### **Brett Kamm**

#### **Graphics, Mapping, and Visual Representation**

Brett has 10 years of experience in managing and developing GIS data and systems. He has managed utilities for various municipalities, such as water, sanitary sewer, storm water, telecommunications, electricity, address and various other community assets. He has several years of experiencing leading GIS data collection programs, creation of custom web and mobile GIS applications, and providing GIS support/integration for various work order management systems. Brett also has experience in urban development and planning, making him an asset to any team and gaining stakeholder consensus.



### **Blake Young, AICP**

#### **Graphics, Mapping, and Visual Representation**

Blake is an urban designer with eight years of experience in urban design, station area planning, creative placemaking, mobility, and land use planning. His experience encompasses Mixed-Use master plans, Development Guidelines, transit-oriented development (TOD) plans, downtown master plans, and mobility-focused corridor plans. He focuses on creating unique solutions for every project while linking reinvestment opportunities to public planning initiatives to promote market feasible and sustainable growth.



### **Pedro Llanos**

#### **Graphics, Mapping, and Visual Representation**

Pedro is a landscape architecture analyst with over two years of experience. Project experience includes site planning and landscape, irrigation, and site lighting design services. His technical skills include AutoCAD – LandFX/Civil3D, Adobe Photoshop, Adobe Illustrator, Adobe InDesign, and Rhino + Grasshopper/V-Ray SketchUp.



### **Henry Tamura**

#### **Graphics, Mapping, and Visual Representation**

Henry has 40 years of experience as a talented urban designer and illustrator developing creative design solutions and engaging images for projects all over the world, including Germany, Morocco, Spain, Canada, Nicaragua, Costa Rica, Mexico, the Caribbean, Colombia, and the United States. His expertise includes design of village centers, hotels, resorts, and residential, commercial, industrial, religious, and recreational buildings. During his 40-year career, Henry has introduced design trends that have led to numerous design awards within Florida and Colombia.



### **Joe Crozier, AICP**

#### **Grant and Funding Mechanisms**

Joe has ten years of professional experience working for, or on behalf of private entities and governmental agencies. He has expertise in grant writing, grant administration, community development, transit planning, and transportation planning. Joe currently supports the FDOT statewide federal grant program and is leading Kimley-Horn's grant administration team. He leads FDOT's statewide federal discretionary grant process through oversight of project identification and screening, grant writing, benefit-cost analyses, staff training, partner coordination, and state/federal compliance. He has led the development of transportation, economic development, environmental, and recreational facilities.



### **Alex Steady, AICP**

#### **Grant and Funding Mechanisms**

Alex is a transportation planner and grant writer with seven years of experience. Since joining Kimley-Horn, he has worked on a variety of grant applications, including a USDOT for the Safe Streets and Roads for All (SS4A) discretionary grant program. He has substantial experience in ArcGIS (Arc Map and Arc Pro), AGOL (story maps, dashboards, and web maps), Microsoft Office Suite, Adobe Acrobat, Trip Gen 10, ITE Trip Generation Analysis, CDMS Crash Reports.



# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## COMMUNICATION PROCESS

Responsiveness and a high level of communication between the City staff and the Kimley-Horn team is essential. Communication is critical to managing schedules, budgets, and ensuring that the project meets the needs of its stakeholders. Our internal design team has experience working together on projects across the state and region. Kimley-Horn's financial structure is based on a one-profit-center mentality. This allows us to efficiently utilize resources between offices and allocate resources as required without impacting schedules and clients. This enhanced collaboration and sharing of experience leads to increased productivity, accurate program development through peer review, enhanced creativity, and higher-quality deliverables. Moreover, there is team continuity and inherent back-up of all key personnel.

The team shown on the organizational chart are the key members expected to serve the City of Madeira Beach under this contract. We have established the local project team dedicated to prioritizing the City of Madeira Beach, as well as industry experts we expect to utilize for project development and quality assurance/quality control (QA/QC).

## COMMUNICATION WITH THE CITY OF MADEIRA BEACH TEAM

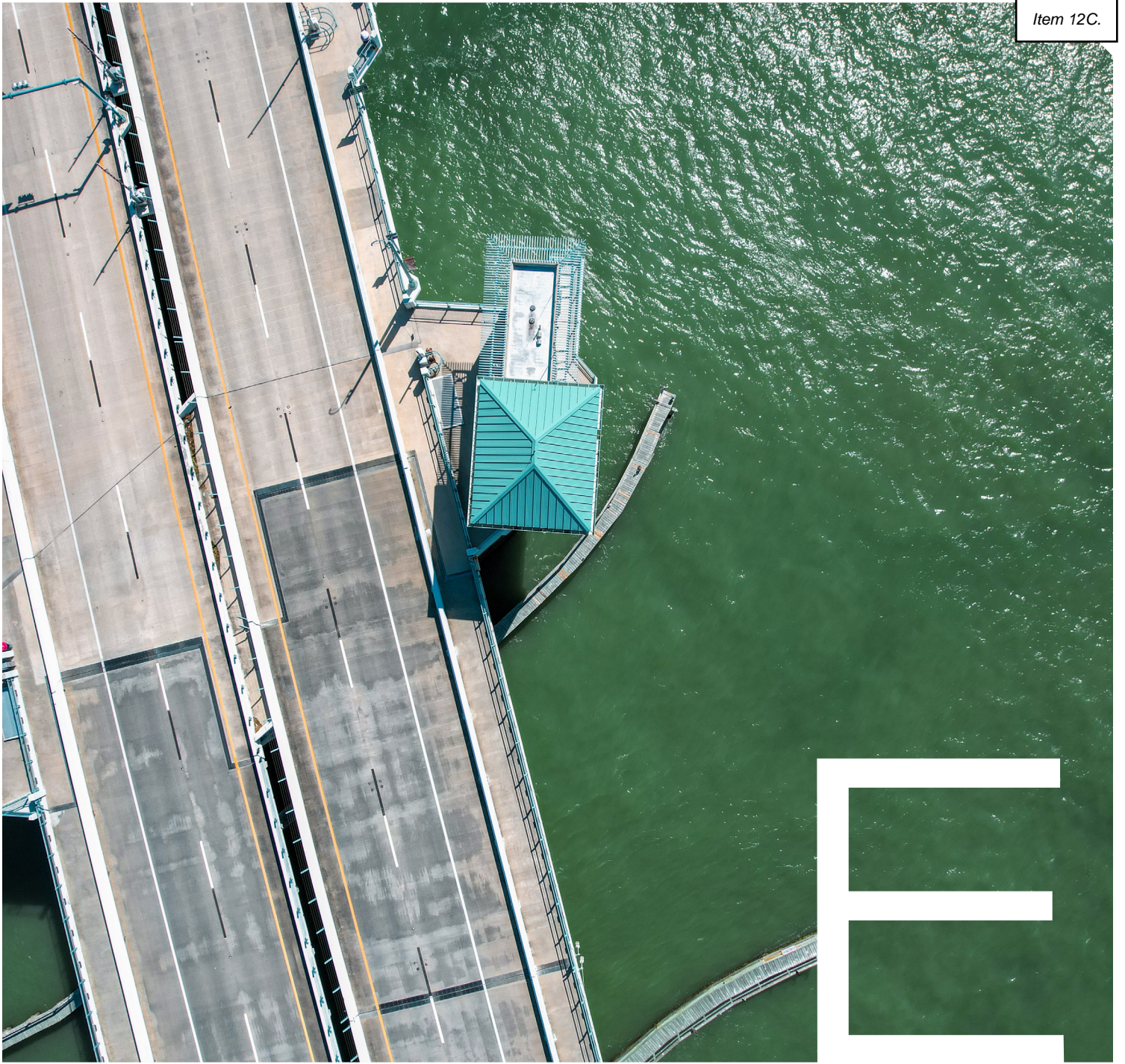
Working closely with the City, **Hanna Shaffer, AICP, CNU-A** will communicate with the City of Madeira Beach directly. Hanna will be the City's primary point of contact and she understands that communication and project documentation are critical to successful projects. Hanna will attend project management meetings and send progress updates to the City to ensure that everyone stays informed. Communication with the City's project manager and the documentation of meetings and project milestones is a priority for our team.

## LOCAL EXPERIENCE

For more than two decades, our team has partnered with numerous municipalities within Pinellas County and the Tampa Bay region to bring their vision, projects, and goals to life. **In addition to our work with Pinellas County, we have served the following municipalities and unincorporated communities within Pinellas County on various planning pursuits:**

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





# *Services Approach*



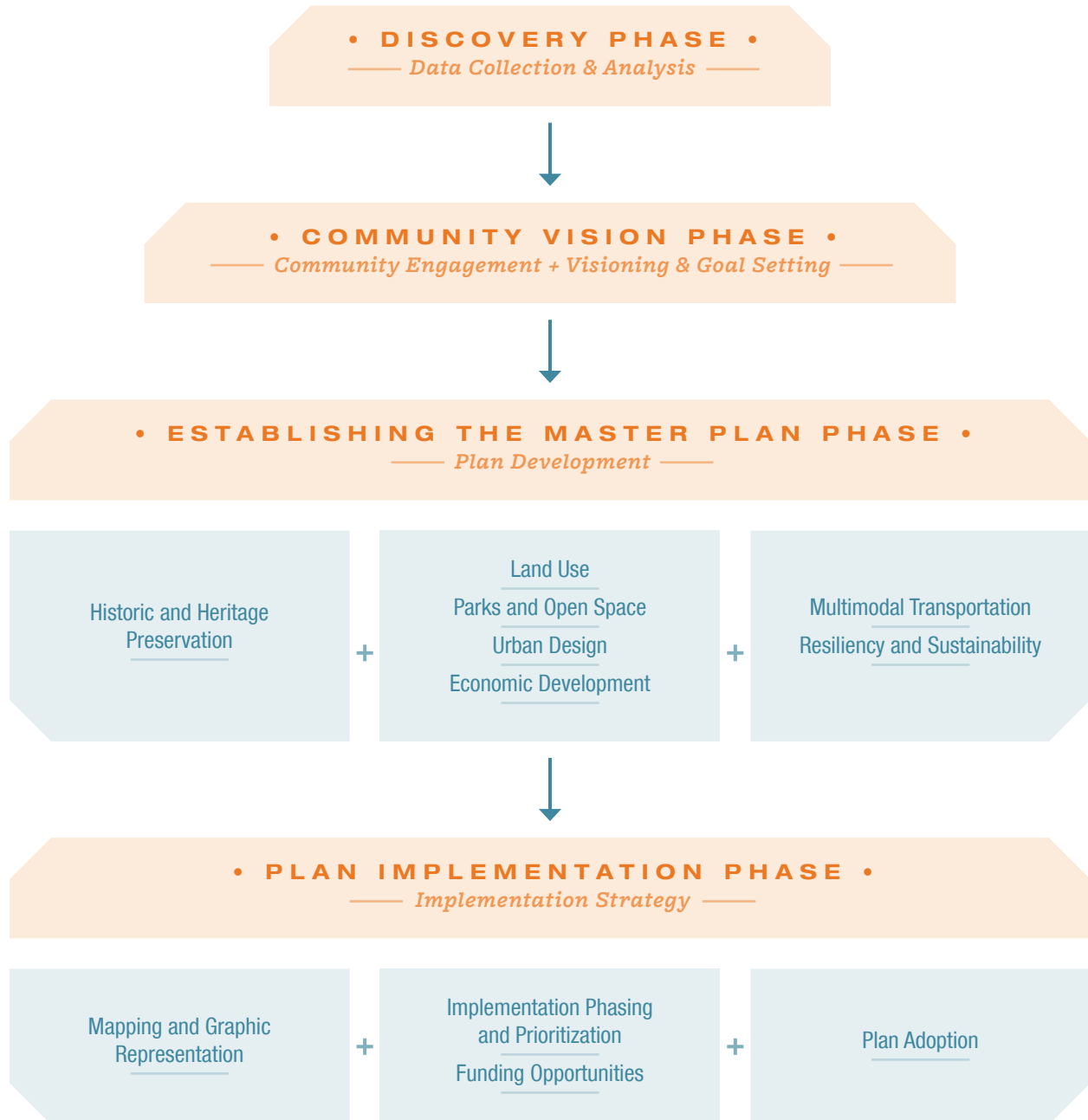


# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## E. Services Approach

Our team understands the City is seeking a consultant to facilitate and develop a Master Plan for Madeira Beach community. Our team recognizes the challenges and opportunities of coastal communities like Madeira Beach and how important master planning visioning is to the future growth of the City.

We have assembled a qualified team to develop the Madeira Beach Master Plan. Kimley-Horn is a multi-disciplinary consulting firm with experience in public engagement, neighborhood and district planning, urban design, landscape architecture, housing, multimodal transportation, economic and community development, transit-oriented development, and resiliency planning.





# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## DATA COLLECTION AND ANALYSIS

The Kimley-Horn team will conduct an analysis of demographics, economic characteristics, land uses, housing, employment data using ESRI Business Analyst, historic and environmental assets, Forward Pinellas data, and any additional data provided by the City. **Our team specializes in market performance analysis and can provide recommendations for policies and investments to improve economic competitiveness and promote economic development within the City.** We are intentional about providing a fully integrated approach to planning that includes land use, transportation, and economics: three elements necessary for successful planning. Our team will also review any existing plans or previous planning studies of significance to Madeira Beach to ensure past efforts are integrated into the visioning process.

### Targeted Outreach

*The Kimley-Horn team is well-prepared to execute a comprehensive engagement strategy that captures a broad range of voices and also dives deep through targeted engagement with prominent stakeholder groups. The following list is a preliminary assessment of stakeholder groups and events that may be incorporated into the Master Plan community engagement strategy:*

- Treasure Island & Madeira Beach Chamber of Commerce
- Tampa Bay Beaches Chamber
- Madeira Beach Social Club
- Madeira Beach Friends of Parks and Recreation
- Trash Pirates of Mad Beach
- Local neighborhood and civic associations
- Final Friday
- Madeira Beach Wednesday Market
- Gulf Beaches Library
- R.O.C. Park
- Madeira Beach Recreation Center



## COMMUNITY ENGAGEMENT

We understand the importance of meaningful engagement programs that enable residents to establish their priorities, voice their concerns, and share their vision. Community engagement determines the overall goals, funding strategies, and implementation priorities. Our expertise in providing a broad range of services ensures the successful implementation of your goals while addressing the specific challenges each project entails.

Kimley-Horn recommends having a targeted engagement strategy to help solicit information that is most meaningful to the planning process, to understand gaps in the community as well as the strengths and assets. We recommend an equitable approach that gathers, processes, and responds to input from a representative cross-section of the community—not just the subsets most likely to engage in a traditional outreach process. This approach engages residents including those who live in Madeira Beach, business owners and operators, schools, advocacy groups, City Commission members, and staff throughout the City. Above all, our approach to engagement yields actionable input on par with the technical analysis required for developing the Master Plan. It is critical to understand the preferences of residents, gauge the willingness of the private market to build what community members envision, and communicate trade-offs to stakeholders.

**Our team will facilitate interactive events designed to engage residents and “get out into the community”** including renters and homeowners, property owners and managers, business owners, community youth and students, agencies, organizations, and institutional leaders in the community.

## ONLINE PARTICIPATION

Kimley-Horn offers a variety of online tools that can be leveraged to maximize online participation and ensure there is representation by anyone who would like to be involved. We can enhance web-based participation services by communicating geographic information through ArcGIS StoryMaps or collecting geographic intelligence from the community through tools like Social Pinpoint, Survey 123, or Urban and Community Analyst. We will work closely with you to develop your goals for online engagement and participation to ensure we are using the right tools at the right time.

## VISIONING AND GOAL SETTING

### COMMUNITY VISIONING AND CHARRETTES

Hosting charrettes allows for interactive engagement and the ability to efficiently work with the City and the community to quickly build off of past efforts and plans to highlight what catalytic projects are most important. The charrette would allow multiple “feedback loops” over several days to identify priorities in an efficient manner over a shorter period of time which can then be fine-tuned.

Our team interviews key stakeholders for a refined vision and guiding principles to inform the scope, structure, purpose, and framework of the community’s assets. From this vision,







# Planning Services to Create & Implement A NEW CITY MASTER PLAN

we will develop guiding principles for the City of Madeira Beach that define the success of the project. These principles should reflect issues such as:

- Priorities and motivations of the potential partner institutions, as well as engaged civic and business stakeholders
- The approach to complimentary uses like transit, housing, retail, civic assets and amenities;
- The local market context, including development feasibility and the availability of financing and subsidies; and
- The type of programming and the approach to governance that will be needed to activate the strategy and make it truly collaborative.

## GOAL SETTING

Public involvement and preexisting plans and policies will inform and define the community's vision statements, goals, and objectives. This vision will be a guidepost to identify projects and actions that align with internally defined community values and prioritize projects that benefit and involve partnerships with local neighborhood businesses and organizations. Furthermore, it will be important to align the community vision so that infrastructure investments work to maintain community character, foster community development, and enhance local business interests.

Our team recognizes planning and visioning do not occur in a vacuum. Our team will synthesize relevant plans that inform the mobility, safety, resiliency, and economic development goals of the City of Madeira Beach. The goals and objectives for the Master Plan will be tailored to the community's needs and will also support the goals of previous plans and planning efforts to ensure the community vision is integrated into the greater network.

## PLAN DEVELOPMENT

Our team will interpret information learned from the previous tasks to develop the Master Plan. The Master Plan will incorporate the following themes below while considering any special focus areas and corridors within the City.

### HISTORIC AND HERITAGE PRESERVATION

Historic districts and the buildings that contextualize our neighborhoods serve as important reminders of those who came before us. We understand preserving these institutions and stories maintains the integrity of a community's culture and identity.

In each case, our goals remain the same—to preserve the character of our communities, sustain the impact of our collective history, and enhance the cultural resources of our communities. Kimley-Horn offers a wide variety of historic preservation services including historic resources surveys, significance assessments and nominations, design guidelines, and Section 106 compliance. **Our team will produce a Cultural Assets Map for Madeira Beach based on data and community input.** The Map will help inform future vision and connection opportunities. We anticipate the following assets to be identified in the Cultural Assets Map:

- Community centers and services
- Educational institutions
- Historic and cultural landmarks
- Locally-owned restaurants and businesses
- Non-profit organization
- Places of faith



### LAND USE

Kimley-Horn will conduct an analysis of existing land use and future land use categories to determine activity nodes, opportunities for growth, and potential for new land use categories that promote a walkable, sustainable compact development pattern around key points of activity in the City. In addition, our team will undertake a comprehensive review of the Madeira Beach Land Development Code and Comprehensive Plan to identify any areas for improvement and recommend solutions to promote consistency between the City's policies and regulations. **We will couple results from the preceding land use and market potential analyses with key takeaways from community engagement to develop recommendations for density, intensity, and design requirements that will promote development that reflects the community's vision.**



## Planning Services to Create & Implement A NEW CITY MASTER PLAN

### PARKS AND OPEN SPACE

The Kimley-Horn team understands how important parks, open spaces, and the public realm is to a community. Parks and open spaces provide a range of active and passive recreational opportunities as well as protecting valuable coastlines and wildlife. It is important to our team to understand how the community desires to use open and public spaces and then develop a plan to meet the needs for all members of the community.

### URBAN DESIGN

Kimley-Horn understands that master planning illustrates the relationship between land uses and identifies elements of importance that serve as connective tissue between uses such as streets, integrating multimodal systems, natural areas, and amenity areas. The flow between uses is a critical part of how successful a plan is in creating character and place. Key master planning concepts that we will apply to the plan include 1) allocating for various land uses to reflect market analysis recommendations based on market demand; 2) organizing land uses to properly locate them relative to access, visibility, and adjacency issues; and 3) a mixed-use core area that responds to the need for good access, strong visibility and branding opportunities, and simple, intuitive circulation. This element is critical to attracting the desired types of investment.

### Capturing the Synergy Between Urban Design & Multimodal Transportation



*Streetscape concept for a SunRunner station area in South Pasadena, produced by Kimley-Horn*

### ECONOMIC DEVELOPMENT

The Kimley-Horn team believes effective planning requires a solid understanding of economic dynamics. Our approach involves analyzing:

- Baseline and historical conditions
- The location, direction, and outcomes of investment decisions
- The use of real estate by various sectors of the local economy

We will synthesize these analytical factors to determine strengths, weaknesses, opportunities, and threats (SWOT). **By understanding current and future market dynamics, we will craft recommendations that reconcile growth potential with needed public investments.** The recommendations will be developed alongside input from the community engagement process to ensure the community's economic vision is met.

*Kimley-Horn understands the importance of maintaining the character of Madeira Beach's residential and tourism-oriented areas, but also recognizes the need to promote revitalization and redevelopment strategies that will strengthen the City's ability to adapt to both economic and environmental changes over time. With this in mind, our in-house urban design and land use planning experts will take a holistic approach to land use recommendations to also meet goals related to urban design, multimodal transportation, resiliency, and economic development. Recommendations in past master planning efforts have included:*

- *Smart growth principles to promote a walkable, compact development pattern with streetscape standards to cultivate a safe and comfortable pedestrian experience along key corridors*
- *Context-sensitive design standards to create appropriate transitions between activity centers and established residential areas*
- *Diversification of land uses to allow a vibrant mix of uses that stimulates economic development and reduces reliance on private automobiles*
- *Housing policies to allow a diversity of housing types and housing that is attainable to a range of incomes and household characteristics*
- *Strategies to increase access to recreational opportunities and community gathering spaces*
- *Adaptive reuse of historic buildings to preserve cultural heritage while activating underutilized space*
- *Development strategies to promote climate-resilient developments and landscapes to reduce flood risk and the heat island effect*
- *Incentive-zoning tools to encourage developments to provide public benefits in exchange for increased development potential based on improvements the community wants to see*

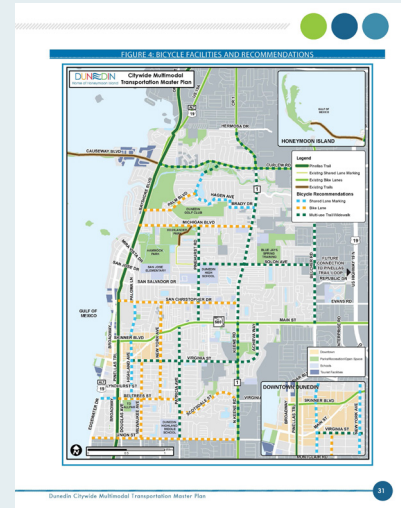


# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## MULTIMODAL TRANSPORTATION

Kimley-Horn has extensive experience related to safety and multimodal transportation projects which include a collaborative and multidisciplinary team (planners, engineers, designers, landscape architects), and an innovative and context-sensitive approach.

Kimley-Horn has developed successful Complete Streets concept plans, safety studies, corridor studies, and funding strategies in Pinellas County and the Tampa Bay region. We have the expertise in-house to implement any recommendation which allows us to recommend only feasible solutions to meet your needs. One of the biggest challenges in the City is the number of severe injuries and fatalities, especially those involving vulnerable users. Our approach is to use five-year crash data to identify high-crash locations within Madeira Beach. **Based on our experience working in St. Pete Beach and Treasure Island, our team is already aware the safety and mobility challenges the occur in beach communities and along Gulf Boulevard.** Our team will utilize this information to prioritize connectivity and safety improvements.



## RESILIENCY AND SUSTAINABILITY

Community and infrastructure resilience are a focal point for planning in many cities and communities. With an improved understanding of the threats facing our cities, many municipalities have shifted their planning focus to incorporate more sustainable practices which improve the durability of their investments. Community resilience comes from implementation of best practices that consider a holistic approach to municipal planning. Climate impacts, affordability, the local economy, and mobility network are all important factors to consider when implementing resilient and sustainable practices. The benefits of investment in hardening to strengthen community resilience include improved public health and safety, protection of key infrastructure and housing stock, increased security of the municipal tax base, and community cohesion. Kimley-Horn is focused on the incorporation of resilient and sustainable practices across our specialized disciplines, including:

- Urban planning
- Transportation planning and design
- Stormwater planning and watershed management
- Hydraulics and hydrologic studies
- Flood mitigation
- Environmental permitting and compliance
- Utility engineering
- Public engagement

## IMPLEMENTATION STRATEGY

### IMPLEMENTATION AND PRIORITIZATION

The community's vision, policies, infrastructure, and service needs will be prioritized based on the opportunities and constraints to achieving identified goals. Opportunities and constraints will be defined by the project's ability to serve the community, its readiness in terms of funding and implementation constraints, and community and stakeholder buy-in. The projects and initiatives will be organized in a table and will identify responsible parties, timing, and funding sources. Priority projects will be displayed in a vision map that depicts the recommended improvements based on infrastructure and service gaps as well as the ability to achieve the community's goals and objectives. Our team has experience working with multiple agencies such as the Florida Department of Transportation (FDOT), Forward Pinellas, and Pinellas County to ensure our recommendations and strategies are achievable and adhere to other regulations and standards from other agencies that may impact improvements within the City.

### FUNDING OPPORTUNITIES

Kimley-Horn understands obtaining successful funding and the identification of potential public and private sources will be critical to the Madeira Beach Master Plan. We will work to identify alternative funding and financing strategies within multiple categories. **Our team has assisted our clients receive more than \$275 million in grants and outside funding for their projects.** We have a system for researching funding opportunities and can prepare a Matrix of Funding Opportunities of potential funding pursuits that will assist in offsetting the cost of specific projects. The Matrix provides information such as the name of the funding source, a description of the possible use of the funds, the grant or loan, specific terms and conditions, as well as the next deadline for the submittal.



## Planning Services to Create & Implement A NEW CITY MASTER PLAN

### MAPPING AND GRAPHIC REPRESENTATION



Kimley-Horn's Geographic Information Systems (GIS) project team is unmatched in experience and capabilities. Kimley-Horn has a full team of GIS professionals (GISPs) including practice-focused GISPs specifically dedicated to the integration of technology and GIS/Geospatial Services into all aspects of planning, engineering, and environmental projects. Our GISPs are experienced and passionate about the development of standardized methodologies to guarantee consistency with industry standards and with the development of defensible results.

Kimley-Horn's team of planners, landscape architects, and marketing experts are experienced in preparing graphics and 3D renderings to supplement our planning process. **Our team has the capabilities, in both personnel and software/technology equipment, to produce the highest quality graphics, enhanced renderings, and site plans, presentations, brochures, newsletters, and reports.** Kimley-Horn is proficient in producing enhanced renderings and site plans for urban design projects. Our graphic designers work extensively with our urban and transportation planners to accurately and aesthetically represent the planner's visions through graphics. We are passionate about creating visually appealing outreach materials and deliverables that inform, inspire, and captivate community members.

### PLAN ADOPTION

Our team will partner with City staff to ensure adoption of the Vision Plan. This will be done through engagement with elected officials and other City departments which play a role in the execution of the Vision Plan. Our team is committed to creating a deliverable that is actionable and implementable for the City.

### KIMLEY-HORN'S QUALITY CONTROL CULTURE

Quality work does not just happen, it evolves and is sustained through appropriate planning supported by internal quality programs designed to help ensure professional and technical competency. Quality is one of the key attributes that has enabled Kimley-Horn to become one of the leading consulting firms in the country and it is essential to our continuing success. Quality work is the direct result of careful, properly sequenced, and supervised production, and continuous checking of each work element for completion and correctness by the task leader and project manager.

Kimley-Horn's QA/QC measures are built into our project management processes, and they are part of our firm's culture. Kimley-Horn has been at the forefront of integrating quality processes into the services provided by engineering professionals. Kimley-Horn insists each project has a carefully structured scope of services, a corresponding schedule, and an accurately developed budget. We simply do not begin an assignment until these three elements are in place and mutually agreed upon by Kimley-Horn and the client. Each project undertaken at Kimley-Horn has a quality review task built into it.

**Kimley-Horn's QA/QC program is based on these principles:**

**DEVELOP DETAILED WORK PLAN.** The work plan establishes the major tasks, identifies staff members who will complete the tasks, determines how much time the tasks will take, designates the quality control review staff, and details the schedule for accomplishment.

**ASSIGN QA/QC RESPONSIBILITY.** Jared Schneider, AICP, CNU-A will conduct and/or assign the independent QA/QC reviews to a qualified professional at the end of each project phase to help ensure that the project deliverable is not only technically correct but also consistent with the project's objectives.

**CONDUCT PEER REVIEWS.** We design peer reviews to check, review, and provide oversight of work activities. Individuals who are not directly responsible for performing the task conduct peer reviews, offering an unbiased technical evaluation at every step of the project.

**PERFORM METICULOUS PROJECT DOCUMENTATION.** Appropriate data and work papers that detail the choices that were evaluated and the basis for recommendations will support all documents. You'll see this information at each deliverable to document the collaborative decisions determined for the work.

**CONSTRUCTION ADMINISTRATION.** Review construction plans and specifications to identify constructability issues early in the process, allowing affordable adjustments to be made to maintain steady progress and avoid stop-work situations.

**FINAL PROJECT MANAGER ENDORSEMENT.** Hanna Shaffer, AICP, CNU-A and our project management team, will evaluate each project for clarity, accuracy, completeness, and scope compliance.



# References





## F. References

### 1 St. Pete Beach General Engineering and Planning Services ST. PETE BEACH, FL

Kimley-Horn was selected in 2012, 2017, and 2021 to provide general engineering services to the City of St. Pete Beach for an array of projects ranging from project management, capital program development, capital project design, permitting, and construction, procurement package development, and grant and federal funding. Kimley-Horn works with almost every department of the City of St. Pete Beach to implement infrastructure improvements, complete feasibility studies and condition assessments, and assist with program management and long-term planning efforts. Kimley-Horn has completed 85 projects to date, operating as the City's primary consultant. Several of the projects provided under this contract include:

- i. **Comprehensive Plan and Land Development Code Regulatory Review and Update**
  - Project Start: March 2020
  - Project End: Ongoing
  - Total Contract (Comp Plan & LDC Review) = \$149,864
- ii. **Vulnerability Assessment – Phases I & II**
  - Project Start: September 2022
  - Project End: October 2023
  - Total Contract: \$64,000
- iii. **Drainage Manual**
  - Project Start: January 2022
  - Project End: August 2023
  - Total Contract: \$60,270
- iv. **Downtown Complete Streets Plan**
  - Project Start: November 2022
  - Project End: Ongoing
  - Total Contract = \$95,000
- v. **Multimodal Plan**
  - Project Start: March 2020
  - Project End: March 2021
  - Total Contract = \$31,900

#### REFERENCE

**Client:** City of St. Pete Beach, Brett Warner  
**Address:** 1112 39th Avenue NE, St. Pete Beach, FL 33703  
**Phone Number:** 727.363.9254  
**Email Address:** bwarner@stpetebeach.org  
**Start and Completion Dates:** Varies (On-Call Contract)  
**Total Cost and Professional Service Fees Paid:** Varies (On-Call Contract)

#### PROJECT SPOTLIGHT

### St. Pete Beach Vulnerability Assessment

In 2022, Kimley-Horn was contracted to continue our work with the City of St. Pete Beach to update the City's Vulnerability Assessment. Our surface water team identified the City's critical assets, evaluated the impacts of rainfall, sea level rise, storm surge, and tidal events, and identified adaptive measures to mitigate the City's vulnerability to flooding. In addition, our team developed **adaptive measure evaluation criteria to evaluate existing projects programmed in the City's Capital Improvements Plan (CIP) for their potential to increase resiliency and provide public benefit.** The CIP project rankings that resulted from this evaluation will help the City prioritize projects in their annual budget that will have the greatest impact on mitigating flood risk and seek grants for projects that are not funded based on their adaptive measure ranking.



| Projects                | Name  | Fiscal Year | Adaptive Measure Potential | Economic Feasibility | Public Benefit | Overall Rating |
|-------------------------|---|-------------|----------------------------|----------------------|----------------|----------------|
| Infrastructure Projects | Tide Influence Inlet/Outlet Improvements          | Ongoing     | 2                          | 2                    | 5              | 7              |
|                         | System Repair and Replacement                     | Ongoing     | 2                          | 2                    | 5              | 7              |
|                         | Blind Pass Breakwater Basin Connections           | 2023        | 4                          | 1                    | 2              | 7              |
|                         | Local Street Parking Migration Specific Projects  | Ongoing     | 4                          | 1                    | 2              | 8              |
| Capital Programs        | Stormwater Master Plan Update                     | 2020        | 3                          | 2                    | 2              | 7              |
|                         | City Asset Management Program                     | 2020        | 2                          | 2                    | 2              | 6              |
|                         | Block Ciega Drive Complete Streets Rehabilitation | 2023        | 3                          | 1                    | 3              | 7              |
|                         | Gulf Woods Drive Complete Streets Rehabilitation  | After 2024  | 3                          | 1                    | 3              | 7              |
| Other Projects          | Street Rehabilitation Program                     | Ongoing     | 1                          | 2                    | 2              | 5              |
|                         | Yves Mier and Block Ciega Bridge Repairs          | Ongoing     | 2                          | 2                    | 3              | 7              |
|                         | Generate Power for City Facilities                | 2020        | 4                          | 1                    | 3              | 8              |
|                         | Stormwater Drainage Manual                        | 2022        | 3                          | 1                    | 2              | 6              |
| Regulatory/Code Updates | Comprehensive Plan Update                         | 2022        | 1                          | 1                    | 2              | 4              |
|                         | Land Development Code Update                      | 2023        | 1                          | 1                    | 2              | 4              |
|                         | Warner Water Foundation Watershed                 | 2020        | 2                          | 2                    | 3              | 7              |

Table 1B Adaptive Measure Evaluation Criteria

| Category                       | Rating | Description   |
|--------------------------------|--------|---|
| Ability to Increase Resiliency | 5      | Increase resiliency by hardening infrastructure against future 2050 intermediate SLR and 100-year/24-hour event |
|                                | 4      | Increase resiliency by hardening infrastructure against existing conditions during 100-year/24-hour event       |
|                                | 3      | Increase resiliency or reduce flooding by improving overall functionality of asset                              |
|                                | 2      | Maintain existing condition and integrity of asset for use or accessibility                                     |
| Economic Feasibility           | 2      | Minimal benefit to resiliency   |
|                                | 1      | City has funding allocated  |
| Public Benefit                 | 1      | City needs additional funding   |
|                                | 3      | High Public Benefit   |
|                                | 2      | Moderate Public Benefit   |
|                                | 1      | Low Public Benefit  |



## Planning Services to Create & Implement A NEW CITY MASTER PLAN

2

### City of Treasure Island General Engineering Services and Land Development Code Update TREASURE ISLAND, FL

Kimley-Horn was selected in 2020 to provide general engineering services to the City of Treasure Island for various public works projects. Kimley-Horn works with the Public Works department to implement infrastructure improvements, complete feasibility studies and condition assessments, and assist with program management and long-term planning efforts. Relevant work orders assigned to date include the following:

i. **General Engineering Services (August 2020 to Present)**

- Wastewater Feasibility Assessment
- Master Force Main Assessment
- Grant Writing for the Florida Resilient Coastlines Program

ii. **Land Development Regulations Update**

- Project Start: September 2023
- Project End: Ongoing
- Total Contract: \$120,900

#### REFERENCE

**Client:** City of Treasure Island, Stacy Boyles

**Address:** 120 108th Avenue, Treasure Island, FL 33706

**Phone Number:** 727.547.4575

**Email Address:** stacy.boyles@mytreasureisland.org

**Start and Completion Dates:** August 2020 - Ongoing

**Total Cost and Professional Service Fees Paid:** Varies (On-Call Contract)

#### • PROJECT SPOTLIGHT •

### *Grant Writing for the Florida Resilient Coastlines Program*

Kimley-Horn's grant writing team assisted the City of Treasure Island in applying for a Florida Resilient Coastlines Program grant. The project included a full design of a living shoreline surrounding the Treasure Island waterfront, two pond rehabilitations, and community outreach to promote awareness of sustainable and resilient adaptation strategies.





# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## 3 Advantage Alt 19 ; Alternate U.S. 19 Investment Corridor Transition Plan PINELLAS COUNTY, FL

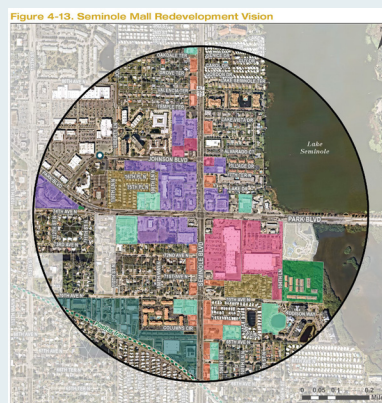
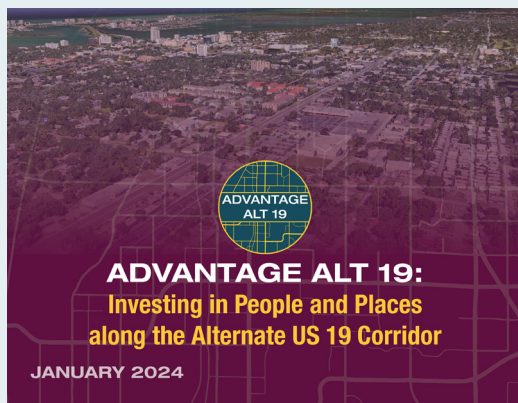
Kimley-Horn was selected by Forward Pinellas for the preparation of an investment corridor transition plan for Alternate U.S. 19 from 58th Street and Central Avenue in St. Petersburg to Court Street and Missouri Avenue (aka Alternate U.S. 19) in Clearwater. The 16-mile corridor was identified by Forward Pinellas as a high priority investment corridor, which are defined by the Countywide Plan as areas that are best-suited for future transit investment and redevelopment to support transit service. The overarching goal of the Advantage Alt 19 plan is to develop a redevelopment and economic opportunity strategy that incorporates enhanced transit and other multimodal transportation options to link jobs, jobs training, workforce housing, and other key destinations around the Alt 19 corridor.

In addition, the Kimley-Horn team developed an engagement strategy that includes the public, key stakeholders, and City and County staff, to develop a vision for the corridor and recommendations related to land use, employment, and transportation. The plan includes an extensive existing conditions and regulatory analysis, along with station area vision plans that include potential catalytic sites for redevelopment and mobility maps with recommendations for multimodal transportation and streetscape improvements around potential transit stations.

As part of this effort, Kimley-Horn developed a station area profile and redevelopment vision for two potential station locations in proximity to the City of Madeira Beach at the intersections of Bay Pines Boulevard (Alt 19) and 100th Way N and 54th Avenue N. The implementation strategy for the Advantage Alt 19 recommendations will provide the five jurisdictions along the corridor with a regulatory recommendation matrix that outlines necessary policy changes to better connect people, jobs, and attainable housing, as well as funding strategies for accomplishing the other recommendation set forth by the plan.

### REFERENCE

- Client:** Forward Pinellas, Rodney Chatman
- Address:** 310 Court Street, Clearwater, FL 33756
- Phone Number:** 727.464.8214
- Email Address:** rschatman@forwardpinellas.org
- Start and Completion Dates:** May 2022 – January 2024
- Total Cost and Professional Service Fees Paid:** \$495,010



Maps showing the redevelopment vision (middle) and mobility recommendations (right) for the Seminole Mall station area along the Alt 19 corridor





# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## 4 Presidential Streets Master Plan – Phases I and II CAPE CANAVERAL, FL

Kimley-Horn developed a master plan for the Presidential Streets area of the City of Cape Canaveral. The Plan included complete streets recommendations (streetscapes, intersection improvements, bicycle and pedestrian improvements, and parking), resiliency focused-area recommendations, parks/open space connectivity, green infrastructure, and stormwater management best practices. This effort involved two online surveys, an in-person community workshop and a hybrid community workshop to identify and refine the project recommendations. Concept plans were developed for two streets that were “potable” to other streets within the study area. These recommendations formed the action plan for implementation, phasing, and funding strategies for the proposed projects.

### REFERENCE

**Client:** City of Cape Canaveral, David Dickey

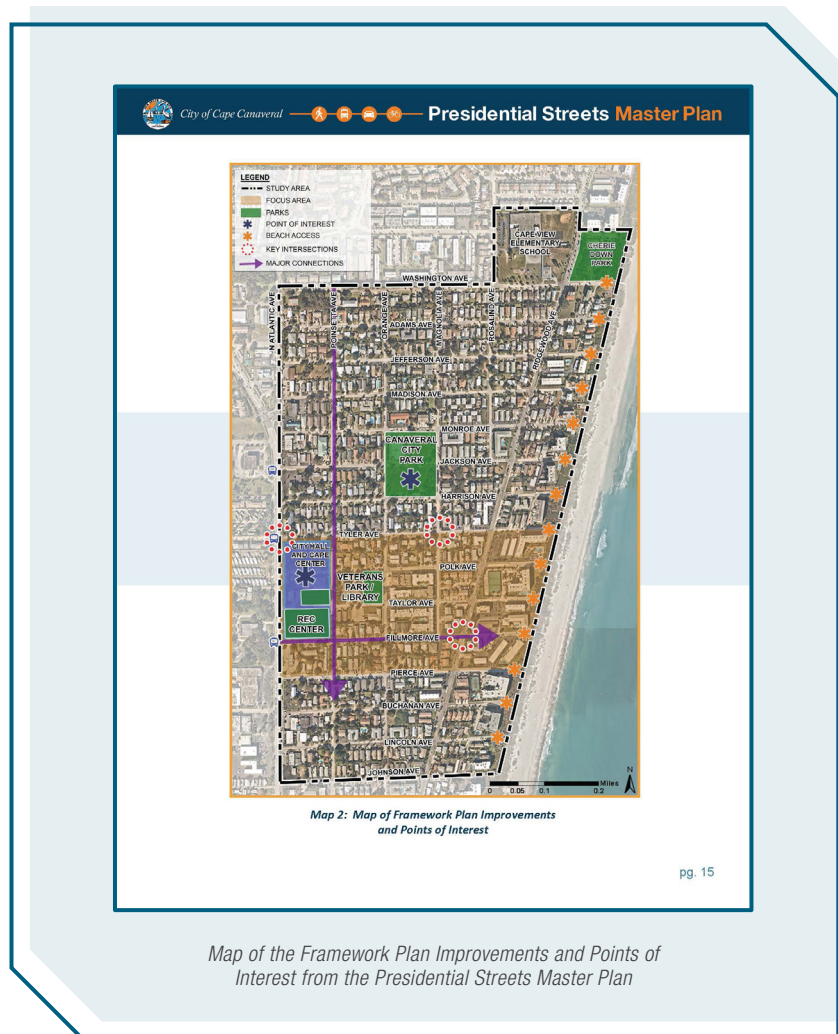
**Address:** 601 Thurm Boulevard, Cape Canaveral, FL 32915

**Phone Number:** 321.868.1222 ext. 11

**Email Address:** d.dickey@cityofcapecanaveral.org

**Start and Completion Dates:** December 2021 – Ongoing

**Total Cost and Professional Service Fees Paid:** Phase 1 = \$179,500; Phase II = 25,000; Total = \$204,500





5

Largo Tri-City Special Area Plan and Land Development Code Update  
LARGO, FL

Kimley-Horn was selected by the City of Largo for the preparation of a Special Area Plan (SAP) for the 600-acre U.S. 19 and Roosevelt Blvd./East Bay Drive area in Largo. The City would like to incentivize catalytic change in the area to update an outdated suburban development model and create an economically viable urban destination.

The plan supports the Forward Pinellas Vision for U.S. 19 and Roosevelt Boulevard, which includes mixed-use transit-oriented development, and serves as a local implementation tool for this subarea of the Gateway/Mid-County Master Plan. The plan included significant public outreach with stakeholders meetings, and online survey with several thousand responses, committee meetings, a community forum, as well as public hearings. The SAP included an existing conditions policy review, a market analysis as well as catalytic site plans complete with 3D renderings and a build-out and infrastructure analysis. The plan includes land use, sustainability/resiliency, transportation and mobility recommendations, plan vision and development strategies, and an implementation action plan with responsible parties and timeframes.

Subsequently with the adoption of the SAP, Kimley-Horn staff helped Largo staff develop and review the Tri-City comprehensive development code overlay and helped facilitate a developers forum to discuss the code.

REFERENCE

Client: City of Largo, Alicia Parinello

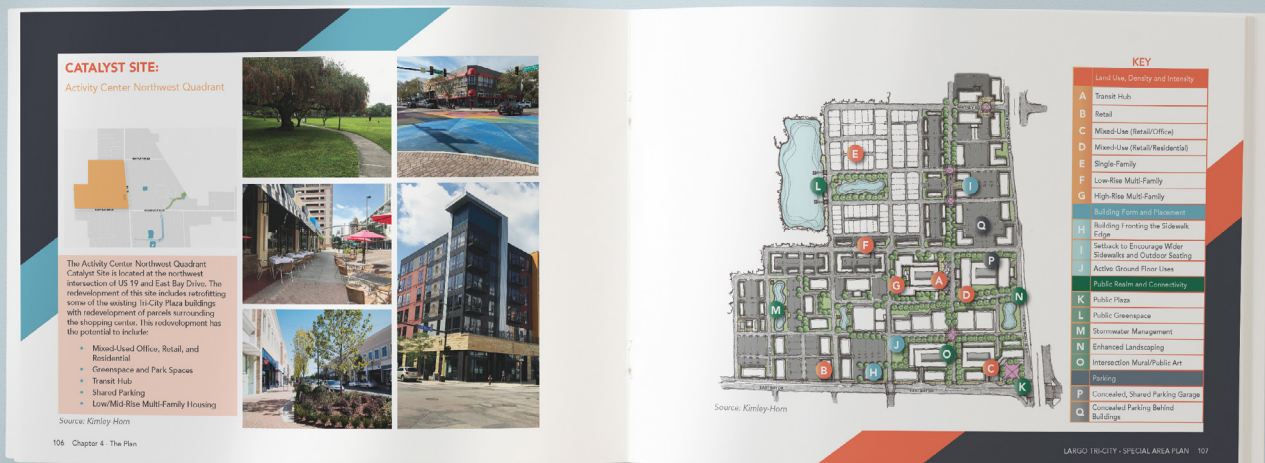
Address: 201 Highland Avenue North, Largo, FL 33770

Phone Number: 727.587.6749, ext.7453

Email Address: aparinel@largo.com

Start and Completion Dates: June 2019 – November 2021

Total Cost and Professional Service Fees Paid: SAP = \$132,000; Code Update = \$12,835; Total = \$144,835



Pages of the Recommendations chapter in the Largo Tri-City SAP



## 6 Union Central District Plan ST. PETERSBURG, FL

Kimley-Horn was selected by the City of St. Petersburg to develop a 34th Street and Central Town Center plan. The overall purpose of the study was to explore ways to help to revitalize and encourage high quality investment in the area. Recommendations were developed to enhance the identity of the area, as well as to make it more walkable with expanded transportation options that can be supported by adjacent land uses. The plan included recommendations that address land use/zoning/urban design, transportation, streetscape, economic development, and marketing/branding including a set of corresponding implementation strategies. The planning effort include extensive public engagement and stakeholder outreach with six neighborhoods and several other districts in the vicinity. The recommendations include prioritized capital improvements and programs for quick wins, short-term, mid-term, and the long-term. Part of the project included working with the community to develop a potential brand/name. Union Central was developed as part of a survey that included over 300 responses.

### REFERENCE

**Client:** City of St. Petersburg, Gary Jones

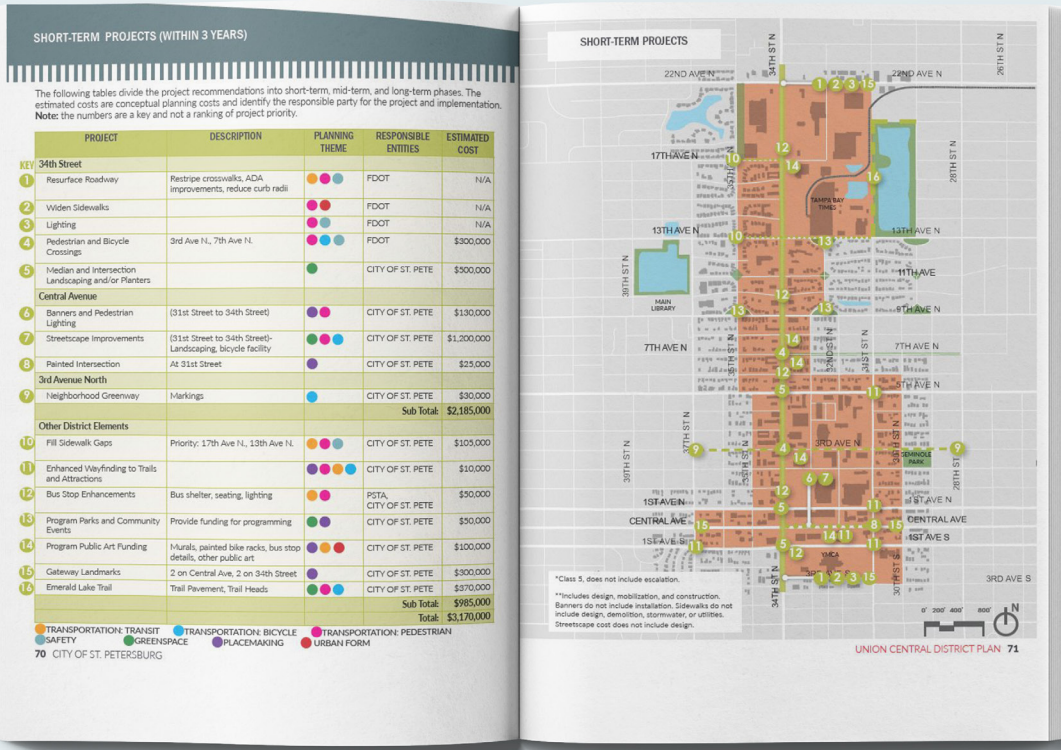
**Address:** One 4th Street, St. Petersburg, FL 33731

**Phone Number:** 727.893.7877

**Email Address:** gary.jones@stpete.org

**Start and Completion Dates:** December 2018 – December 2019

**Total Cost and Professional Service Fees Paid:** \$195,000



Pages of the Implementation chapter in the Union Central District Plan



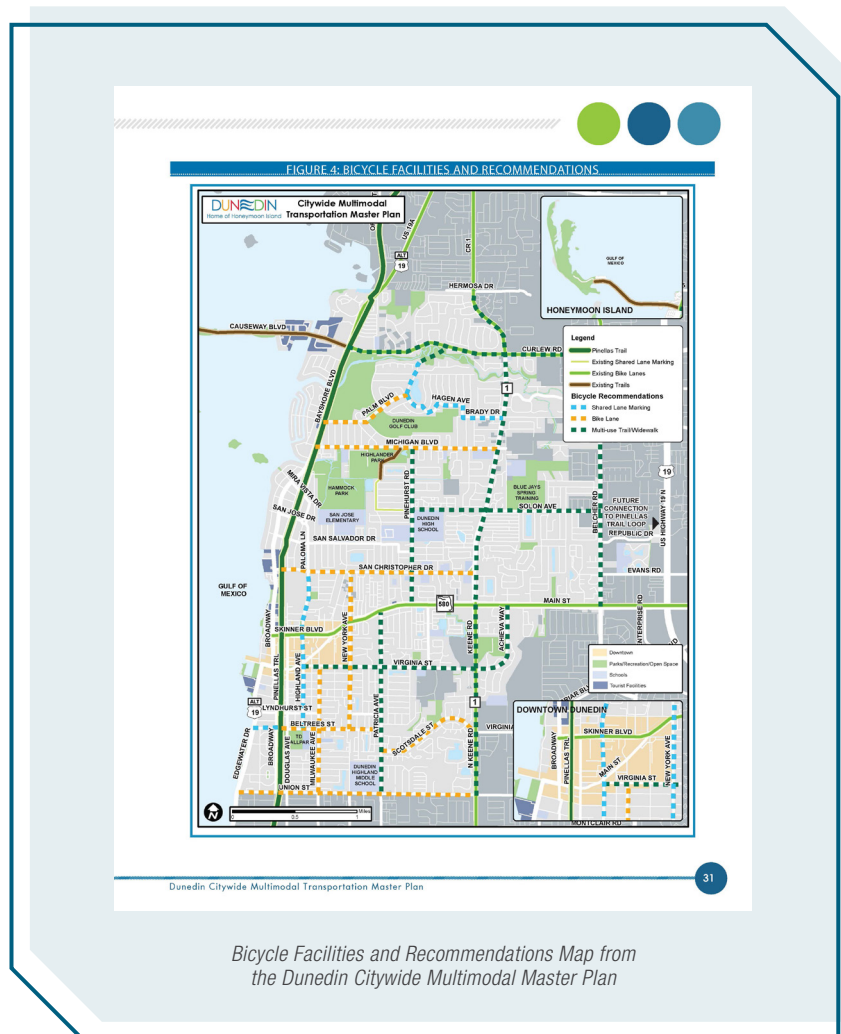
# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## 7 Dunedin Citywide Multimodal Master Plan DUNEDIN, FL

Kimley-Horn assisted the City of Dunedin in writing and receiving a Department of Economic Opportunity grant to fund a citywide multimodal transportation plan. Kimley-Horn was then retained to create the Citywide Multimodal Transportation Plan that will guide all multimodal transportation-related improvements. The City and residents' primary concern was safety and how to make streets safer for all users. The project consisted of multiple forms of public engagement which included stakeholder meetings, meetings with local and regional public agencies, a public workshop, an online mapping and survey website, and graphic design for public outreach advertisement materials. The plan identifies improvements and recommendations that aim to increase mobility for pedestrians, bicyclists, transit, micromobility, and vehicles. The plan also includes a toolkit with various traffic calming possibilities to implement as the City sees fit for their streets.

### REFERENCE

- Client:** City of Dunedin, Frances Leong-Sharp
- Address:** 737 Loudon Ave, Dunedin, FL 34698
- Phone Number:** (727) 298-3200
- Email Address:** fsharp@dunedinfl.net
- Start and Completion Dates:** November 2020-June 2021
- Total Cost and Professional Service Fees Paid:** \$40,000





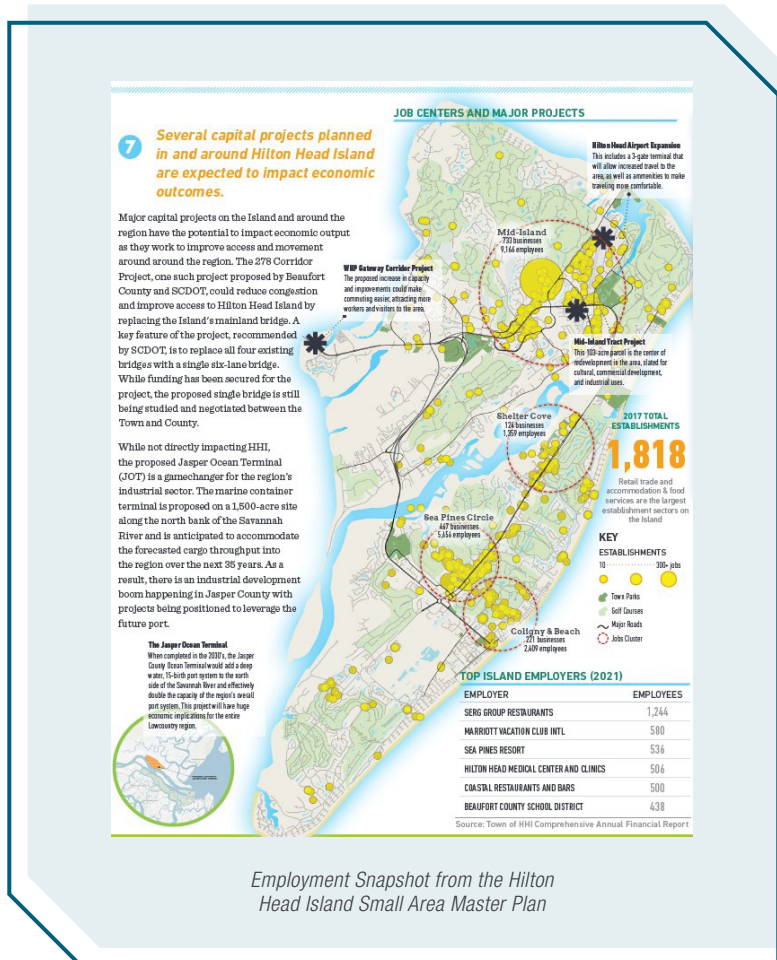
# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## 8 Hilton Head Island Small Area Master Plan HILTON HEAD ISLAND, SC

As part of a larger team, Kimley-Horn collaborated to produce several small area master plans for the Town of Hilton Head Island. The process started with the creation of a detailed Conditions and Trends report that provided a solid baseline of information on the dynamics of Hilton Head, including demographics, economics, housing, services, and environmental constraints. The Conditions and Trends report was used to inform three small area plans across the island, starting with the Mid-Island Initiative, focusing on increasing residential options on the island, creating unique retail experiences, and expanding public open space through the development of a premier park at the site of a former golf course. Two additional small area plans—The Marshes and Bridge-to-Beach—were created in other areas of Hilton Head, focusing on development opportunities for aging retail and office developments. For each of the three small area plans completed to date, our team developed real estate demand forecasts, conceptual land use diagrams, physical analysis related to infrastructure, sea-level rise, and transportation, and detailed renderings of the future vision.

### REFERENCE

- Client:** Town of Hilton Head Island, Shawn Colin
- Address:** One Town Center Ct., Hilton Head Island, SC 29928
- Phone Number:** 843.341.4696
- Email Address:** ShawnC@hiltonheadislandsc.gov
- Start and Completion Dates:** September 2022 – October 2023
- Total Cost and Professional Service Fees Paid:** \$110,000





## Planning Services to Create & Implement A NEW CITY MASTER PLAN

9

### Gulf Boulevard Safety Studies for St. Pete Beach and Treasure Island ST. PETE BEACH & TREASURE ISLAND, FL

The Gulf Boulevard Safety Study for St. Pete Beach and the Gulf Boulevard Safety Study for Treasure Island are two projects with the same goal; to assess the safety of and develop conceptual alternatives for the Gulf Boulevard corridor. Gulf Boulevard is a major corridor within the two cities and serves multiple modes of travel, providing major connections for area residents and visitors. The studies examined safety along the corridor by conducting a crash data analysis and in-field observations. Combined with community engagement, short-term safety improvements and long-term conceptual alternatives were developed for Gulf Boulevard in each city. These studies partnered with multiple agencies like Forward Pinellas, Pinellas County, and Florida Department of Transportation (FDOT) to ensure the safety improvements and concept alternatives are implementable and incorporated into the appropriate planned work programs. Grant opportunities for safety and multimodal improvements were identified for additional funding sources as part of the implementation plan of these studies.

#### REFERENCE

**Client:** Forward Pinellas, Rodney Chatman, AICP

**Address:** 310 Court Street, Clearwater, FL 33756

**Phone Number:** 727.464.8214

**Email Address:** rschatman@forwardpinellas.org

**Start and Completion Dates:** November 2022 - Ongoing

**Total Cost and Professional Service Fees Paid:** \$123,440



Preferred concept renderings of Gulf Boulevard from the  
Treasure Island Gulf Boulevard Safety Study

**10*****Martin Metropolitan Planning Organization (MPO) Resiliency Study on Impact to Transportation Network | STUART, FL***

The Martin MPO received funding through its Unified Planning Work Program to conduct a Transportation Network Resiliency Study. The intent of this task is to produce a study that provides a mechanism/methodology on how to consider resiliency/climate change in the transportation planning process and consider the additional cost associated with reducing vulnerability of the existing transportation infrastructure. Existing transportation infrastructure considered for the task includes:

- Evacuation routes
- Major roadway network, including all roadways with a federal functional classification
- Fleet storage facilities
- Regional trails
- Airport
- Railroads

The Kimley-Horn team established a Project Advisory Committee, to involve all municipalities, Martin County CRA staff, and FDOT in the development of the project prioritization process. The team also compiled information from previously prepared vulnerability analyses into a unified vulnerability assessment of transportation assets. As part of this effort, the team prepared and presented three potential resilient adaptation strategies for projects previously identified by the MPO as a priority project. Following preparation of the unified vulnerability assessment, the Kimley-Horn team developed a project prioritization process for the MPO to consider factors that affect community resilience. The prioritization process considered the transportation network's vulnerability to the following threats:

- Sea level rise (NOAA Intermediate Low and Intermediate High, 2040 and 2070 scenarios)
- Storm surge (Category 1 and Category 3)
- Rainfall-induced flooding
- Compound flooding
- Social Vulnerability Index (as defined by the Center for Disease Control)
- Extreme heat (current, 2040, and 2070 scenarios)

The project prioritization process was developed in accordance with and modeled after the guidelines established in Florida Statute 380.093. Kimley-Horn delivered a report summarizing the project effort and GIS files detailing vulnerabilities to analyzed assets to the MPO at the conclusion of this effort.

**REFERENCE**

**Client:** Martin County, Beth Beltran

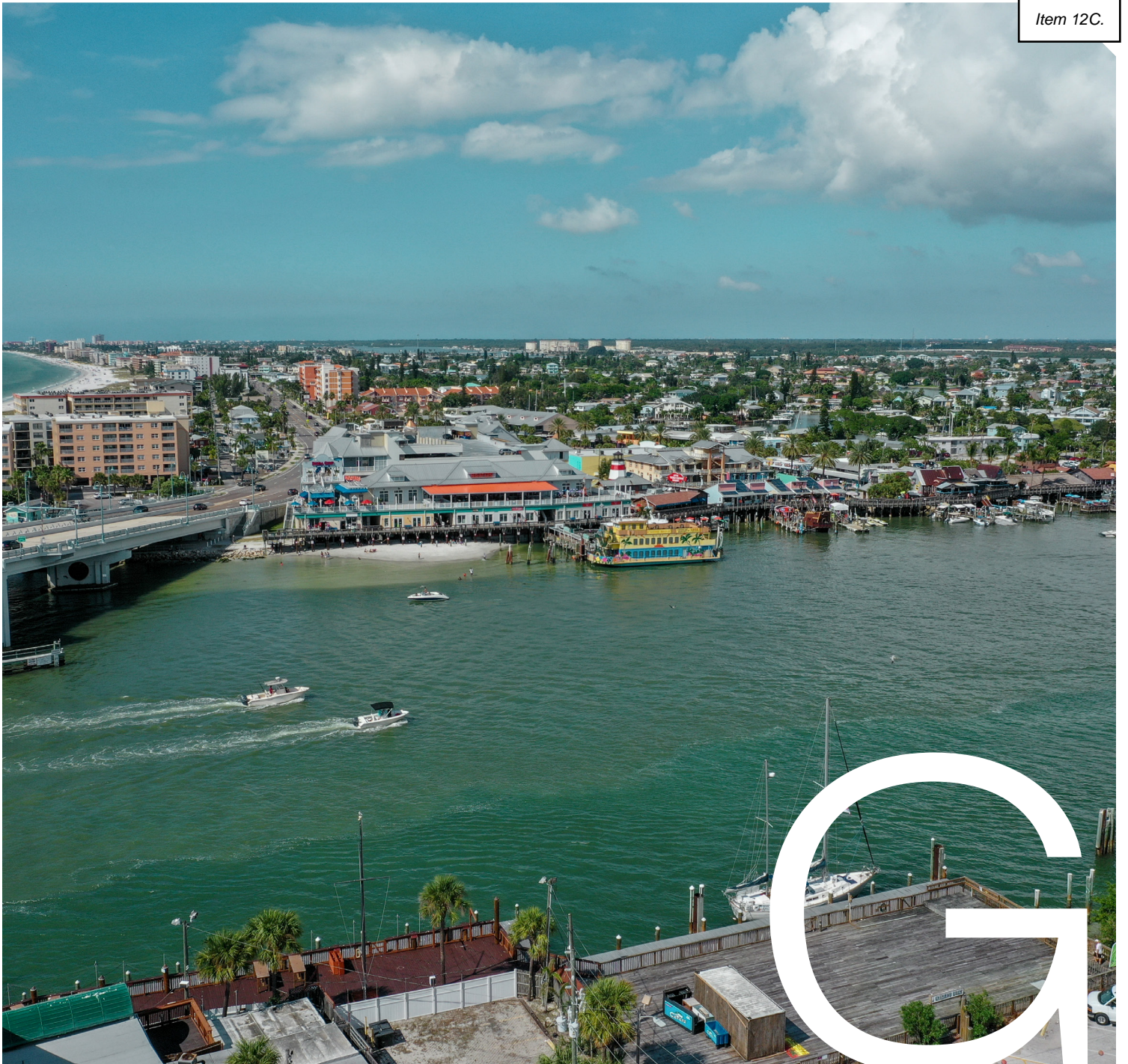
**Address:** 2401 SE Monterey Road, Stuart, FL 34996

**Phone Number:** 772.221.1498

**Email Address:** bbeltran@martin.fl.us

**Start and Completion Dates:** December 2021 – March 2023

**Total Cost and Professional Service Fees Paid:** \$50,000



# *Insurance Requirements*







Planning Services to Create & Implement A NEW CITY MASTER PLAN

Client#: 238109

KIMLASS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Edgewood Partners Ins. Center, 3780 Mansell Rd. Suite 370, Alpharetta, GA 30022. CONTACT NAME: Jerry Noyola, PHONE: 770-220-7699, FAX: (A/C, No):, E-MAIL: greylingcerts@greyling.com, ADDRESS: greylingcerts@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: National Union Fire Ins Co of Pittsburg (19445), INSURER B: Allied World Assurance Co (U.S.) Inc. (19489), INSURER C: New Hampshire Insurance Company (23841), INSURER D: Lloyd's of London (085202), INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: 23-24 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liab.

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

Evidence of Coverage

CERTIFICATE HOLDER CANCELLATION

Sample Certificate. 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: [Signature]



# Attachments





# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## SPECIAL QUALIFICATIONS

- More than seven years of planning experience in urban planning, transportation planning, and urban design
- Experience and knowledge in complete streets planning, multimodal transportation planning, safety, neighborhood and district community planning, context sensitive urban design, form-based codes, and graphic representation
- Passionate about creating visually appealing outreach materials and deliverables that inform, inspire, and captivate community members

## PROFESSIONAL CREDENTIALS

- Master, Urban and Regional Planning, University of South Florida
- Bachelor of Design, Architecture, University of Minnesota - Twin Cities
- Graduate Certificate in Sustainable Transportation, University of South Florida
- American Institute of Certified Planners (AICP), #33655
- Congress for New Urbanism Accreditation (CNU-A)

## PROFESSIONAL ORGANIZATIONS

- Member, American Planning Association (APA)
- Member, CNU

## Hanna Shaffer, AICP, CNU-A

### PROJECT MANAGER

Data Collection and Analysis; Community Engagement; Visioning and Goal Setting; Multimodal Transportation; Urban Design, Parks, and Open Spaces; Historic and Heritage Preservation; Implementation Strategy; Plan Adoption

### RELEVANT EXPERIENCE

**Gulf Boulevard Safety Studies, St. Pete Beach and Treasure Island, FL — Project manager.** The Gulf Boulevard Safety Study for St. Pete Beach and the Gulf Boulevard Safety Study for Treasure Island are two projects with the same goal; to assess the safety of and develop conceptual alternatives for the Gulf Boulevard corridor. Gulf Boulevard is a major corridor within the two cities and serves multiple modes of travel, providing major connections for area residents and visitors. The studies examined safety along the corridor by conducting a crash data analysis and in-field observations. Combined with community engagement, short-term safety improvements and long-term conceptual alternatives were developed for Gulf Boulevard in each city. These studies partnered with multiple agencies like Forward Pinellas, Pinellas County, and Florida Department of Transportation (FDOT) to ensure the safety improvements and concept alternatives are implementable and incorporated into the appropriate planned work programs. Grant opportunities for safety and multimodal improvements were identified for additional funding sources as part of the implementation plan of these studies.

**Downtown Core Complete Streets Plan, St. Pete Beach, FL — Project manager.** Kimley-Horn partnered with the City of St. Pete Beach to develop a complete streets network plan for their Downtown district. This comprehensive visioning study addresses the limitations within the downtown core area's mobility infrastructure. The study area's existing roadway conditions lack bicycle and pedestrian facilities and pose safety concerns for all travel modes. Aligning with the City's Vision Zero initiative, the Plan strategically identifies pedestrian, bicycle, and traffic calming improvements to create a functional mobility network. The project included extensive community engagement through stakeholder meetings, community workshops, and walk audits. The Plan provides creative solutions for future street design while identifying short- and mid-term solutions to improve safety and mobility.

**Dunedin Citywide Multimodal Transportation Master Plan, Dunedin, FL — Project Planner.** Kimley-Horn assisted the City of Dunedin in writing and receiving a Department of Economic Opportunity grant to fund a citywide multimodal transportation plan. Kimley-Horn was then retained to create the Citywide Multimodal Transportation Plan that will guide all multimodal transportation-related improvements. The City and residents' primary concern was safety and how to make streets safer for all users. The project consisted of multiple forms of public engagement which included stakeholder meetings, meetings with local and regional public agencies, a public workshop, an online mapping and survey website, and graphic design for public outreach advertisement materials. The plan identifies improvements and recommendations that aim to increase mobility for pedestrians, bicyclists, transit, micromobility, and vehicles. The plan also includes a toolkit with various traffic calming possibilities to implement as the City sees fit for their streets.

**Tri-City Special Area Plan (SAP), Largo, FL — Project planner.** Kimley-Horn worked with the City of Largo to prepare an SAP for the 600-acre U.S. 19 and Roosevelt Blvd/East Bay Drive area in Largo. The City would like to incentivize catalytic change in the area to update an outdated suburban development model and create an economically viable urban destination. It will support Forward Pinellas Vision for U.S. 19 and serve as a local implementation tool for this subarea of the Gateway/Mid-County Master Plan. When complete, the SAP will include details about existing conditions; establishment of the preliminary plan boundary; economic analyses and land use; transportation and mobility recommendations; plan vision and development strategies; and an implementation plan.

**St. Pete Beach Multimodal Transportation Plan, City of St. Pete Beach, FL — Project planner.** Kimley-Horn provided general engineering services to develop a Multimodal Transportation Plan (MTP) that established a framework for improvements to enhance the pedestrian environment and increase the opportunities for walking and biking as a mode of transportation in the City. The plan identified high priority projects to help integrate all modes of transportation including roads, transit, and pedestrian and bicycle facilities with the intent of making travel easier, safer, and more efficient. This project assessed the existing conditions of multimodal connectivity within the City, as well as adjacent regional connections. The MTP established a framework for increasing connectivity of the transportation network for local and regional trips and identified a list of implementable improvements and future transportation opportunities to serve as a guide to monitor transportation investments.

## Resumes



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## Nicole Galasso, AICP

### DEPUTY PROJECT MANAGER

**Data Collection and Analysis; Community Engagement; Visioning and Goal Setting; Land Use; Economic Development and Housing; Implementation Strategy; Plan Adoption**

### RELEVANT EXPERIENCE

**Advantage Alt 19 Investment Corridor Transition Plan, Pinellas County, FL — Planning analyst and community engagement strategist.** Kimley-Horn was selected by Forward Pinellas for the preparation of an investment corridor transition plan for Alternate US 19 from 58th Street and Central Avenue in St. Petersburg to Court Street and Missouri Avenue (aka Alternate US 19) in Clearwater. The 16-mile corridor was identified by Forward Pinellas as a high priority investment corridor, which are defined by the Countywide Plan as areas that are best-suited for future transit investment and redevelopment to support transit service. The overarching goal of the Advantage Alt 19 plan is to develop a redevelopment and economic opportunity strategy that incorporates enhanced transit and other multimodal transportation options to link jobs, jobs training, and workforce housing.

**Comprehensive Plan Amendment, St. Pete Beach, FL — Planning analyst.** Kimley-Horn is working with the City of St. Pete Beach to review and update the City's Comprehensive Plan under the state-coordinated review process. Kimley-Horn completed an extensive data, inventory, and analysis that included population projections, land use carrying capacity, housing analysis, level of service analysis, and a comprehensive review of the City's transportation network and coastal and natural resources to support the evaluation and appraisal of the Comprehensive Plan. Updates to the Plan's goals, objectives, and policies related to growth management, sustainability, coastal resource management, flood mitigation, compliance with state statutory requirements and Forward Pinellas' Countywide Rules, consistency across the various elements, and clarification of terms/strategies.

**Sign Ordinance Update, St. Pete Beach, FL — Planning analyst.** Kimley-Horn is currently providing professional planning services to the City of St. Pete Beach to update the City's Sign Ordinance. Kimley-Horn is working with the City to amend the current Sign Ordinance for compliance with federal case law, to reduce sign pollution, and promote traffic safety and resilience through sign design standards. The update includes regular meetings with City staff to understand challenges they are facing in administering, interpreting, and enforcing existing regulations, as well as a series of workshops held with local business owners, residents, the Planning Board, and City Commission. Updates to the Sign Ordinance will make the ordinance more user-friendly, streamline approval and enforcement regulations, and promote high-quality, resilient signage through revisions to quantity, size, and design regulations that also provide flexibility for creative designs that evoke the eclectic character the City wishes to preserve and cultivate.

**Downtown Core Complete Streets Plan, St. Pete Beach, FL — Planning analyst.** Kimley-Horn partnered with the City of St. Pete Beach to develop a complete streets network plan for their Downtown district. This comprehensive visioning study addresses the limitations within the downtown core area's mobility infrastructure. The study area's existing roadway conditions lack bicycle and pedestrian facilities and pose safety concerns for all travel modes. Aligning with the City's Vision Zero initiative, the Plan strategically identifies pedestrian, bicycle, and traffic calming improvements to create a functional mobility network. The project included extensive community engagement through stakeholder meetings, community workshops, and walk audits. The Plan provides creative solutions for future street design while identifying short- and mid-term solutions to improve safety and mobility.

**Fowler Avenue Vision Plan, Hillsborough County, FL — Planning analyst.** Kimley-Horn partnered with Plan Hillsborough, Hillsborough County, and the City of Tampa to prepare the Fowler Avenue Vision Plan: Linking Land Use and Transportation for an Equitable Future. Building upon previous efforts including the Tampa Innovation District Mobility Master Plan and Strategic Action Plan, the Fowler Avenue Vision Plan creates a roadmap for land use policies and implementation. The Kimley-Horn team has been instrumental throughout all phases of these various efforts and studies, providing trusted guidance on infrastructure and transportation, policies, intergovernmental coordination, and stakeholder engagement, painting a holistic picture of the community improvements and initiatives needed within Tampa and helping to chart an actionable path forward.

### SPECIAL QUALIFICATIONS

- Has two and a half years of planning experience in land use and transportation planning
- Experience and knowledge in housing policy, neighborhood and small area planning, station area planning for equitable transit-oriented development, complete streets planning, form-based codes, and comprehensive plan and land development code amendments
- Brings an equity lens to each project she works on and strives to balance quantitative analysis with takeaways from public engagement to deliver high-quality plans that are sensitive to the needs of all current and future stakeholders and residents
- Proficient with Adobe Creative Suite, ArcGIS and ArcPro

### PROFESSIONAL CREDENTIALS

- Master, Urban & Regional Planning, Florida State University
- Bachelor of Arts, Economics, University of South Florida

### PROFESSIONAL ORGANIZATIONS

- American Institute of Certified Planners (AICP)
- American Planning Association, Member (APA)



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## SPECIAL QUALIFICATIONS

- More than 19 years of transportation planning, urban planning, and GIS experience
- Leader in the planning practice and has been involved with a number of master planning efforts that include transportation and land use recommendations
- Professional interests include multimodal transportation planning and complete streets, GIS mapping and geospatial concepts, demographic and market analysis, urban redevelopment, municipal and campus planning, bicycle and pedestrian planning, and urban design

## PROFESSIONAL CREDENTIALS

- Master, Urban Planning, Rollins College
- Bachelor of Arts, Business Administration, University of Florida
- Bachelor of Arts, Geography, University of Florida
- American Institute of Certified Planners, #024814
- Congress for New Urbanism, Accredited

## PROFESSIONAL ORGANIZATIONS

- Member, American Institute of Certified Planners (AICP)
- Member, American Planning Association (APA)
- Member, Urban Land Institute
- Member, Congress for New Urbanism (CNU)

## Jared Schneider, AICP, CNU-A

### QUALITY ASSURANCE/QUALITY CONTROL

Data Collection and Analysis; Community Engagement; Land Use; Multimodal Transportation; Implementation Strategy; Plan Adoption

### RELEVANT EXPERIENCE

**St. Petersburg Pier Approach, St. Petersburg, FL — Project planner.** Kimley-Horn provided professional consulting services for the St. Petersburg Pier Approach project. This project consisted of the redevelopment of the area between the Pier and the Downtown Core of Beach Drive. Professional services included site civil engineering, stormwater design, utility design, permitting, transportation engineering, landscape architecture, a parking study, structural engineering, and environmental services.

**St. Pete Innovation District Streetscape and Connectivity Concept Plan, St. Petersburg, FL — Project manager.** The Streetscape and Connectivity Concept Plan builds on previous efforts and sets the stage for implementation of projects to help better connect the St. Pete Innovation District. The project included a large amount of public involvement with stakeholder outreach that occurred throughout the process. This plan prioritizes multimodal and streetscape projects to help better connect the institutions within the District into a more cohesive community that enables and encourages patron interaction. The plan implements a brand strategy and identifies opportunities to give the St. Pete Innovation District a sense of place and provide economic development opportunities.

**St. Petersburg Complete Streets Implementation Plan, St. Petersburg, FL — Project planner and assisted with public involvement strategy.** The Complete Streets Implementation Plan describes a set of procedures for prioritizing and implementing complete streets through a variety of methods. The plan will establish the project delivery process modifications needed to improve the evaluation, planning, design, construction, operation, and maintenance phases of all roadway development and redevelopment projects. The plan will also document existing conditions and barriers; identify corridors and districts that are prime for complete streets improvements; establish a network of low-stress bicycle routes; and identify additional facilities needed to make walking, bicycling, and transit safe and comfortable choices.

**Palm Beach TPA US 1 Multimodal Corridor Study, West Palm Beach, FL — Project planner.** This study developed a comprehensive plan to implement continuous multimodal facilities that connect the communities along the corridor, including upgrading the existing limited stop service to Corridor-Based Bus Rapid Transit (BRT) and expanding this service north of West Palm Beach to Indiantown Road in Jupiter. This effort was inspired by numerous previous initiatives and studies within the US-1 corridor, which now will serve as resources for this project including the Palm Beach MPO Complete Streets Policy, Palm Tran Transit Development Plan (TDP) Major Update, Florida Department of Transportation (FDOT) Complete Streets Implementation plan, and many local municipal studies and plans. The project corridor is approximately 42 miles long.

**Union Central District Plan (34th Street and Central Avenue Town Center Plan), St. Petersburg, FL — Project manager.** This plan will leverage city funds along with the resurfacing of 34th Street/US 19. The purpose of the project, completed in late-2019, was to explore ways to revitalize and encourage high-quality investment in the area to create a place that has more of an identity with expanded transportation options. The process outcome is the development of general recommendations that address land use/zoning/urban design, transportation, streetscape, economic development, and marketing/branding including a set of corresponding implementation strategies. A comprehensive engagement strategy is being leveraged to enhance public input, including stakeholder interviews, interactive public workshops, and surveys.

**Dunedin Citywide Multimodal Transportation Master Plan, Dunedin, FL — Project manager.** Kimley-Horn assisted the City of Dunedin in writing and receiving a Department of Economic Opportunity grant to fund a citywide multimodal transportation plan. Kimley-Horn was then retained to create the Citywide Multimodal Transportation Plan that will guide all multimodal transportation-related improvements. The City and residents' primary concern was safety and how to make streets safer for all users. The project consisted of multiple forms of public engagement which included stakeholder meetings, meetings with local and regional public agencies, a public workshop, an online mapping and survey website, and graphic design for public outreach advertisement materials. The plan consisted of improvements and recommendations that pertained to pedestrians, bicyclists, transit, micromobility, and roadways. The plan also included a toolkit with various traffic calming possibilities to implement as the City sees fit for their streets.



## Planning Services to Create & Implement A NEW CITY MASTER PLAN



### Jessica Rossi, AICP

Data Collection and Analysis; Economic Development and Housing

#### RELEVANT EXPERIENCE

**EAR and Comprehensive Plan Updates, Oakland Park, FL — *Project planner.*** The City hired Kimley-Horn to conduct their EAR. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was selected again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

**Hilton Head Island Area District Plans, Hilton Head Island, SC — *Project planner.*** As part of a larger team, Kimley-Horn collaborated to produce several small area master plans for the Town of Hilton Head Island. The process started with the creation of a detailed Conditions and Trends report that provided a solid baseline of information on the dynamics of Hilton Head, including demographics, economics, housing, services, and environmental constraints. The Conditions and Trends report was used to inform three small area plans across the island, starting with the Mid-Island Initiative, focusing on increasing residential options on the island, creating unique retail experiences, and expanding public open space through the development of a premier park at the site of a former golf course. Two additional small area plans—The Marshes and Bridge-to-Beach—were created in other areas of Hilton Head, focusing on development opportunities for aging retail and office developments.

**Murdock Village Community Redevelopment Plan Update, Port Charlotte, FL — *Market analyst and economic development lead.*** Kimley-Horn prepared an update to the CRA Redevelopment Plan including the preparation of a "Highest and Best Use" Analysis, updates to key strategies and initiatives and also developed an updated Gateway and Core Area Map. The Plan included an updated analysis of existing conditions including land use, environmental, utilities, and transportation based on the development of a Preliminary Vision (including the development of Major Goals, Strategic Initiatives and Recommendations). The project also identified recommended amendments specific to the County's comprehensive plan/land use element.

**Union Central District Plan (34th Street and Central Avenue Town Center Plan), St. Petersburg, FL — *Market and economic planner.*** Kimley-Horn was selected by the City to develop a 34th Street and Central Town Center plan. The overall purpose of the study was to explore ways to help to revitalize and encourage high quality investment in the area. Recommendations were developed to enhance the identity of an area, as well as to make it more walkable with expanded transportation options that can be supported by adjacent land uses. The plan provided general recommendations that addressed land use/zoning/urban design, transportation, streetscape, economic development, and marketing/branding including a set of corresponding implementation strategies. The planning effort included robust public engagement with six neighborhoods and several other districts in the vicinity.

**Kiawah Island Comprehensive Plan, Kiawah Island, SC — *Project planner.*** Kimley-Horn is part of the multidisciplinary team tasked with updating the long-term vision for Kiawah Island. The update will include a Town-wide land use strategy, contextual neighborhood planning, and guidance for future development for the next 10+ years. Kimley-Horn is focusing on creating a sustainable and resilient local economy, methods to diversify the Town's housing stock, and options for proactive infrastructure decisions based on fiscal analysis. The resulting plan will provide a framework of actionable strategies to improve and maintain the quality of life in this coastal community.

#### SPECIAL QUALIFICATIONS

- More than 20 years of real estate market research, planning, and public engagement experience
- Has managed numerous comprehensive and small area planning projects for local governments
- Assists developer and investor clients to determine demand for commercial and residential projects and to choose specific concepts to maximize economic development, marketability, and value
- Conducts market studies for proposed residential, retail, mixed-use, and office developments
- Provides clients with detailed GIS mapping that gives insight into demographic and development trends
- Works in markets across the United States as a national resource for the firm

#### PROFESSIONAL CREDENTIALS

- Master of Arts, Community and Regional Planning, University of Rhode Island
- Bachelor of Arts, Environmental Studies and Political Science, Alfred University
- American Institute of Certified Planners, #164330

#### PROFESSIONAL ORGANIZATIONS

- Member, AICP
- Member, American Planning Association (APA)



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## SPECIAL QUALIFICATIONS

- More than two years of experience in local land use planning, comprehensive planning, community engagement, resiliency, aviation planning, transportation planning, and site development of projects
- Passion is for social equity planning, public outreach/ community engagement, and affordable housing
- Awarded the Ulla Rydberg Memorial Fund award from the University of Florida, Department of Urban and Regional Planning, for his capstone graduate project on gentrification and displacement in the Tampa Bay area
- Continues to seek opportunities to link transportation and accessibility for marginalized and disadvantaged communities

## PROFESSIONAL CREDENTIALS

- Master, Urban and Regional Planning, University of Florida
- Bachelor, Business Administration, Economics, Valdosta State University
- Geographic Information Systems (GIS) Certificate for Urban and Regional Planners, University of Florida
- American Institute of Certified Planners, #35457

## Chad Davis, AICP

Data Collection and Analysis; Community Engagement

### RELEVANT EXPERIENCE

**Infrastructure Assessments Phase II, Hillsborough County, FL — *Planning analyst.*** Kimley-Horn is currently developing preliminary project descriptions and planning-level cost estimates for projects needed to address the infrastructure needs identified from the previous Hillsborough County Infrastructure Assessment project. Kimley-Horn is identifying and documenting high-level economic development benefits of the identified projects based on the projects' location within each of the three Redevelopment Areas under study (North Airport, 56th Street, and Palm River). Project descriptions developed to address the infrastructure needs in the Redevelopment Areas include transportation improvements, central services and utility improvements, and improvements that support resiliency in the three areas. In addition to developing preliminary project definitions, Kimley-Horn is identifying potential grant and third-party funding sources for the identified projects and working with area stakeholders to verify projects and infrastructure needs in the three Redevelopment Areas.

**Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant (TAG) Preparation for a Complete Streets and Safety Action Plan, Temple Terrace, FL — *Project analyst.*** Kimley-Horn prepared a DEO Community Planning TAG Grant for the City of Temple Terrace in the amount of \$50,000. The goal of the project was to provide multi-modal mobility options separate from the State Roads where the majority of traffic crashes occur and allow vehicles, cyclists, and pedestrians to safely travel through the local streets in a comfortable environment. There are gaps in the sidewalks, a need for crossing improvements for children and people of all ages, and a general sense of a negative user experience along these corridors. The City wants to set the example by preparing a Complete Streets and Safety Action Plan on these three streets with the hope that to later be able to continue those efforts elsewhere in this community. The City believes that improvements to these corridors can improve the conditions and actually save lives. The City also contributed a \$5,000 local match toward the overall cost of this project.

**Gulf of Mexico Drive Complete Street Corridor, Longboat Key, FL — *Project analyst.*** Kimley-Horn has been instrumental in the creation of a Complete Streets corridor plan for accommodating safe pedestrian, bicycle, and vehicle travel as well as traffic calming techniques and enhanced landscaping on a 10-mile stretch of Gulf of Mexico Drive/State Road 789. The plan has required data collection and analysis (crash data, context classification, survey, pedestrian crossing counts, planned facilities), preparation of base map and typical roadway section renderings, and 3-D aerial concept plans. Two public workshops have been hosted by Kimley-Horn and Town staff to solicit public feedback. An online survey was distributed for the same purpose.

**Downtown Redevelopment District Complete Streets Plan, St. Pete Beach, FL — *Project analyst.*** Kimley-Horn partnered with the City of St. Pete Beach to develop a complete streets network plan for their downtown district. This comprehensive visioning study addresses the limitations within the downtown core area's mobility infrastructure. The study area's existing roadway conditions lack bicycle and pedestrian facilities and pose safety concerns for all travel modes. Aligning with the City's Vision Zero initiative, the Plan strategically identifies pedestrian, bicycle, and traffic calming improvements to create a functional mobility network. The project included extensive community engagement through stakeholder meetings, community workshops, and walk audits. Through careful planning, community engagement, and strategic implementation, this Plan aims to transform the heart of the beach community into a vibrant, safe, and cherished destination for years to come.

**Downtown Palm Harbor Streetscape and Parking Strategic Action Plan (SAP), Palm Harbor, FL — *Task manager.*** Kimley-Horn is assisting Pinellas County to develop streetscape concept plans for streets and intersections within Downtown Palm Harbor. The SAP includes horizontal and vertical streetscape elements and tools within rights-of-way to serve as a framework for potential improvements completed by either the public- or private-sectors. The SAP is complemented by wayfinding recommendations to help visitors find destinations of interest as well as public parking areas. The SAP also includes a district-wide parking assessment that addresses parking supply and demand along with recommendations related to parking improvements and management.



## Planning Services to Create & Implement A NEW CITY MASTER PLAN



### SPECIAL QUALIFICATIONS

- More than eight years of land use planning and urban design experience
- Brings municipal planning experience, having previously served as Special Projects and Infrastructure Planner for Manatee County
- Expertise spans comprehensive planning and zoning, form-based codes, redevelopment planning, parks and open space, multimodal transportation, and urban design
- Has served diverse communities through land development code updates, form-based codes, comprehensive planning, redevelopment planning, scenario planning and scenario analyses, multimodal transportation planning, and context sensitive urban design

### PROFESSIONAL CREDENTIALS

- Bachelor of Science, Geography, Arizona State University
- American Institute of Certified Planners (AICP), #32396
- Congress for New Urbanism, Accredited

### PROFESSIONAL ORGANIZATIONS

- Member, American Planning Association (APA)
- Member, Florida Planning and Zoning Association (FPZA)

## Philip DiMaria, AICP, CNU-A

Data Collection and Analysis; Visioning and Goal Setting; Land Use

### RELEVANT EXPERIENCE

**Presidential Streets Master Plan, Cape Canaveral, FL — Project planner.** The Presidential Streets Master Plan included Complete Streets recommendations, resiliency focused area recommendations, parks and open space connectivity, green infrastructure, and stormwater management best practices. Concept plans were developed for two streets that were “potable” to other streets within the study area. These recommendations formed the action plan for implementation, phasing, and funding strategies for the proposed projects.

**The Bay, Sarasota, FL — Project manager.** Kimley-Horn provided professional consulting services for the first phase of a long-term master plan for The Bay, a 53-acre cultural district in Sarasota. The park intends to establish a cultural and economic legacy for the region while ensuring open public access to the bayfront. Special features of the first phase of The Bay include a sunset boardwalk, a recreational mangrove walk with a kayak launch, a 30-foot spiral shade structure and concessions pavilion, and an events and performance lawn.

**SunRunner Rising Development Study, Pinellas County, FL — Project planner.** Kimley-Horn is leading the development of an FTA-funded, corridor-wide, transit-oriented development (TOD) strategy for the Central Avenue BRT corridor on behalf of Pinellas Suncoast Transit Agency (PSTA). Now branded as SunRunner BRT, the corridor will connect downtown St. Petersburg, the City of South Pasadena, and the City of St. Pete Beach. The \$1.2 million grant will allow PSTA to focus on equitable economic development, small/local business assistance, multimodal connectivity, non-motorized access, mixed-use development, infrastructure needs, and private sector participation along the 10-mile BRT project. The goal is to spur economic development and support the performance of the BRT investment.

**Zephyrhills CRA Master Plan Update and Development of Design Standards, Zephyrhills, FL — Project planner.** Kimley-Horn prepared a master plan update for the CRA in downtown Zephyrhills. The impetus for this project was the City’s desire to leverage the downtown and historic district’s assets to create a vital downtown environment for its residents and businesses, in addition to attracting more of the Tampa Bay area’s population to visit. Tasks included the analysis and conceptual planning for catalyst sites, expansion of the CRA boundaries to include identified areas/gateways of the City, economic analysis, visioning and stakeholder meetings, and capital improvements planning. Subsequently prepared preliminary design standards for development within the CRA. The standards included pedestrian components, desired building design, parking lot design, landscape and buffering, signage, both street and parking lot lighting, and stormwater facility development components.





# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## Eliza Juliano, CNU-A

Community Engagement; Visioning and Goal Setting

### RELEVANT EXPERIENCE

**Envision Seminole 2045, EAR-Based Amendments and Land Development Code Update, Seminole County, FL**  
*Principal planner.* Kimley-Horn provided public engagement on long-range vision and updates to various sections including new policies and standards for mixed-use development and attainable housing.

**North Quarter Transportation Vision Plan, Orlando, FL — *Principal-in-charge.*** A public charrette and award-winning design to re-envision a fast-growing downtown neighborhood to improve walking, cycling, and business conditions. This plan won the FPZA Outstanding Development-Design Excellent Award.

**Neighborhood Visioning, Policies, and Regulations, Titusville, FL — *Principal planner.*** Kimley-Horn worked collaboratively with City staff and community stakeholders to assess and provide recommendations on new development standards implementing the Titusville Tomorrow Vision Plan, which was developed by the same team in 2015.

**Orange Code and Vision 2050, Orange County, FL — *Principal Planner.*** Kimley-Horn is rewriting Orange County's current land development code as a new and simplified form-based code. Additional services include assisting County staff with planning and public engagement on a major update to the County comprehensive plan including a Place Types approach to future land use and enabling the form-based code.

**North Winter Park Drive Small Area Study, Casselberry, FL — *Project manager.*** Kimley-Horn provided planning, public engagement effort, and action plan for revitalization with strategic recommendations including enabling diverse housing typologies, zoning standards, catalyst development, public realm and landscape improvements, branding, and bicycle and pedestrian improvements.

**Mercy Drive Neighborhood Vision Plan, Orlando FL — *Project manager.*** Kimley-Horn worked together with the City of Orlando and local subconsultants, meeting with community stakeholders and conducting public workshops, to identify current issues and collaboratively develop solutions.

**Edgewater Downtown Vision Plan and Community Redevelopment Agency (CRA) Plan Update, Edgewater, FL**  
*Principal planner.* Kimley-Horn is working with City staff through a variety of visioning outreach engagement workshops and interviews to refine and document the Citywide Vision Plan including strategies for implementation and priority items, as well as provide refinement to strategies based on changes since adoption, and strategies to the CRA Plan.

### SPECIAL QUALIFICATIONS

- More than 16 years of urban planning experience, managing private and public-sector projects
- Focus on redevelopment, improving land use patterns, and encouraging multimodal transportation options to contribute to sustainability and residents' quality of life
- Engaged in outreach and advocacy on smart growth issues and is active in the leadership of local and national peer organizations

### PROFESSIONAL CREDENTIALS

- Master, Urban Planning, Harvard University
- Bachelor of Arts, Biochemistry, Harvard University
- Congress for New Urbanism-Accredited (CNU-A)

### PROFESSIONAL ORGANIZATIONS

- CNU-A National Board Chair 2018
- Bike/Walk Central Florida Board Member
- Green Works Task Force (Orlando), Sustainability Steering Committee (Orange County), Project DTO Task Force (Orlando)
- Selected Speaking engagements include: Florida Planning Conference 2023: Strength Through Balance: Envisioning Stronger Natural, Urban, and Rural Places; Florida Planning Conference 2022: Innovations in Coding for a Vision, Women Ride Bikes, Too!; Active Living Conference: Building the Active City



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## SPECIAL QUALIFICATIONS

- More than 32 years of planning experience in Florida, Kentucky, North Carolina, South Carolina, Georgia, Virginia, and Tennessee
- Extensive experience working with local government agencies, community redevelopment agencies, development and redevelopment projects, master planning, and plan implementation
- Extensive knowledge of land and entitlements planning, comprehensive planning, development-related issues, public policy, funding coordination, urban growth boundaries and management, urban design, mixed use codes, and projects
- Experienced in coordinating and conducting public meetings and presentations including public involvement plans and visioning

## PROFESSIONAL CREDENTIALS

- Master of Arts, Geography and Urban Planning, East Tennessee State University
- Bachelor of Science, Psychology, East Tennessee State University
- American Institute of Certified Planners, #014572

## PROFESSIONAL ORGANIZATIONS

- Member, American Planning Association (APA)
- Member, Florida Planning and Zoning Association (FPZA)

## Kelley Klepper, AICP

Visioning and Goal Setting; Land Use

### RELEVANT EXPERIENCE

**Comprehensive Plan, Venice, FL — Project manager.** Kimley-Horn worked with the City of Venice to review and update the City's Comprehensive Plan (2017-2027). Kimley-Horn completed an extensive public outreach and community review, including stakeholder interviews, online survey, and a series of community workshops; land use and population analysis; market assessment; and a review of the current goals, objectives, and policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn completed the update of the GOPs in the form of vision, intent, and strategies along with the analysis required to develop the plan (population projections, level of service analysis, land use carrying capacity, housing analysis, etc.) with an emphasis on the City's neighborhoods. This project won the 2018 APA Florida Award and was the 2018 FPZA State Award Winner for Grassroots Initiative/Public Outreach.

**Land Development Code Update, Venice, FL — Project manager.** Kimley-Horn is currently partnering with the City of Venice to update their Land Development Code, having also worked with the City on its award-winning Comprehensive Plan. The City is developing a hybrid code in the portions of the City identified as mixed-use by the Comprehensive Plan and are being developed as a mixed-use (district specific) code with conventional code components for the remainder of the City. The team is also updating the City's land use tables, parking and signage codes, along with the processes and procedures governing development within the City.

**Clearwater-Largo Road Community Redevelopment Agency (CRA) Finding of Necessity, Largo, FL — Project planner.** Kimley-Horn performed an evaluation of the Clearwater-Largo Road CRA (CLR-CRD) including expansion of the CLR-CRD. The analysis intended to serve as a basis of expanding the CRA consistent with Chapter 163, Part III, Florida Statutes and Pinellas County. Our services included project initiation and project management; historical context, base data collection, and mapping; and CRA boundary district assessment and finding of necessity/blight study (FON). The Kimley-Horn team produced a written memorandum summarizing key findings, conclusions, and recommendations under these tasks, as well as incorporate graphic materials from the consultant team in a format suitable for presentation to the community and interested third parties.

**Sidewalk Assessment and Master Plan, Zephyrhills, FL — Project manager.** Kimley-Horn provided an evaluation and assessment of the sidewalk system within the CRA boundaries and key portions of the City of Zephyrhills. The sidewalk master plan provided a high-level review of the sidewalks within the identified area and prioritized sidewalk improvements including development of criteria for prioritization. Part of the master plan included a summary report identified the findings and a map illustrating the recommended sidewalk priorities, identified as proposed sidewalk connections, and existing sidewalk recommended improvements. Kimley-Horn also prepared an engineer's opinion of probable cost(s) (OPC) for up to three sidewalk segments assumed to reflect new/proposed sidewalks and a generalized estimate of potential sidewalk improvement costs for planning purposes only.

**Largo Mall Special Area Plan (SAP), Largo, FL — Project planner/assistant project manager.** Kimley-Horn helped the City develop an SAP to guide the development and redevelopment of the Largo Mall Activity Center. The project included an analysis of existing and proposed land use, redevelopment strategies (land use, parking, multimodal elements), transportation/mobility, infrastructure, and economic development strategies. Kimley-Horn also assisted the City to amend both the City and Pinellas County-Countywide Master Plan consistent with the SAP.

**Sustainable Hardee County Community-Wide Visioning, FL — Project manager.** Kimley-Horn facilitated a countywide visioning effort, including land use/environment, quality of life, infrastructure, education, and economic development. The visioning project included the development of a public involvement plan, community outreach, and public workshops. In addition, our team facilitated discussions/stakeholder engagement and prioritization of community projects and needs. Working with the Board of County Commissioners and the Planning and Development Department, the Kimley-Horn team was also charged with identifying changes to the County's regulations, policies, and practices necessary to achieve the community's goals.



## Planning Services to Create & Implement A NEW CITY MASTER PLAN



### SPECIAL QUALIFICATIONS

- Bill Waddill has 37 years of project experience including municipal urban design, parks, streetscape and corridor studies, and mixed-use redevelopment
- Principal areas of expertise include project management for large, multi-disciplinary municipal projects, site and land use planning and entitlements, landscape architecture, streetscape and urban design, and public involvement
- Involved in the design of a wide range of award-winning urban redevelopment projects in Florida
- Extensive public involvement experience and has facilitated diverse groups of participants in consensus-building workshops throughout Florida and the Sunbelt

### PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, Texas A&M University
- Professional Landscape Architect in Florida, #1345
- American Institute of Certified Planners, #023348

### PROFESSIONAL ORGANIZATIONS

- American Institute of Certified Planners (AICP)
- American Planning Association (APA)
- American Society of Landscape Architects (ASLA), Full Member

## William (Bill) Waddill

Visioning and Goal Setting; Urban Design, Parks, and Open Space

### RELEVANT EXPERIENCE

**Siesta Beach Park, Sarasota County, FL — *Lead landscape architect and master planner.*** In charge of park design, construction documents, and permitting for the high-profile Siesta Beach Park which was voted the #1 beach in the USA (2011). Kimley-Horn worked with Sarasota County for the implementation of this \$21-million project. Our services included programming, park design, landscape architecture, civil engineering, construction documents, and permitting for this high-profile park project. Design components included “site design” enhancements; a beachfront esplanade to connect key park components; improved traffic circulation and parking; high-quality, indigenous architecture; beautification consistent with a “world class” beach park; phasing and effective implementation while keeping the park open; wayfinding signage; environmental permitting; sustainable design to respect the environment and wildlife; and LID/LEED design solutions.

**Perry Harvey Park, Tampa, FL — *Project manager and senior landscape architect.*** Themed around Tampa’s Central Avenue neighborhood and business district’s rich and vibrant history, this award-winning project offered an exciting opportunity to celebrate Tampa’s past while enriching the user experience through implementation of enhanced park features. Key program elements included a Central Avenue History Walk, transformation of the existing skate bowl into a state-of-the-art skating facility, and reinvigoration of the park as a neighborhood destination and family gathering area.

**Ted and Patty Baker Park, Naples, FL — *Project manager and lead landscape architect.*** Oversaw the master plan and construction documents for implementation of this \$17M waterfront park in Naples. Park elements include over a mile of shared path and waterfront promenade; canoe/kayak/paddleboard launch; a 30’ overlook “knoll;” Children’s playground; Founder’s Garden; and several acres of flex lawn for multiple events. Phase 1 opened in 2019.

**Bradenton Riverwalk, Phase 1, Bradenton, FL — *Project manager and lead landscape architect.*** Kimley-Horn led the master planning process for the 1.25-mile-long riverfront area in Bradenton known as the Riverwalk. Design services included grants/funding analysis, master planning, public involvement, and stakeholder coordination. The grand opening for the project was fall of 2012, and it was awarded the top cultural and recreation project in the Tampa Bay Area by the Regional Planning Council.

**The Riverwalk at Kennedy Boulevard Plaza, Tampa, FL — *Landscape architect.*** The Kennedy Boulevard Plaza is the longest over-water segment of the Tampa Riverwalk and serves as a gateway into the downtown core of Tampa. Two new parks, MacDill Park and Curtis Hixon Waterfront Park, were linked by the plaza. The structure also serves as a pathway to two of Tampa’s downtown gems, the new Tampa Museum of Art and the new Glazer Children’s Museum. Bill was a collaborative member of the Kimley-Horn team that provided urban design and landscape architecture services for this signature project for Tampa.

**Blackburn Point Park, Osprey, FL — *Project manager.*** Bill led the Kimley-Horn team to provide planning and engineering services associated with the design, permitting, and preparation of construction plans and contract documents for Blackburn Point Park, a chain of island park sites along Blackburn Point Road and the Intracoastal Waterway. The combined park sites provided boat ramps, boat trailer parking, car parking, docks/fishing piers, enhanced pedestrian connections, kayak launch, exotic species removal, enhanced native plantings, restroom facilities, playground, low impact development solutions, grand tree preservation, renovated rowing club yard and ramp, group pavilion/restrooms/concessions, picnic shelters, and shade/interpretive structures.

# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## SPECIAL QUALIFICATIONS

- More than 20 years of public and private sector transit planning experience
- Prior to joining Kimley-Horn, Ryan was the Planning Manager for Manatee County Area Transit (MCAT), where he led numerous agency initiatives that covered a wide range of transit service objectives.
- Extensive experience managing complex projects and delivering effective, innovative solutions for MPOs and transit agencies
- Areas of expertise includes short- and long-range public transportation planning; fixed route and paratransit service planning and implementation; capital and operating program financial planning; federal and state grants administration and compliance; and strategic program development and implementation

## PROFESSIONAL CREDENTIALS

- Master, Urban and Regional Planning, Florida State University
- Bachelor of Science, Criminology, Florida State University
- American Institute of Certified Planners, #021106

## PROFESSIONAL ORGANIZATIONS

- Member, AICP

## Ryan Suarez, AICP

### Multimodal Transportation

## RELEVANT EXPERIENCE

**Alternate US 19 Investment Corridor Transition Plan, Pinellas County, FL — Project planner.** Kimley-Horn was selected by Forward Pinellas for the preparation of an investment corridor transition plan for Alternate U.S. 19 from 58th Street and Central Avenue in St. Petersburg to Court Street and Missouri Avenue (aka Alternate U.S. 19) in Clearwater. The 16-mile corridor was identified by Forward Pinellas as a high priority investment corridor, which are defined by the Countywide Plan as areas that are best-suited for future transit investment and redevelopment to support transit service. The overarching goal of the Advantage Alt 19 plan is to develop a redevelopment and economic opportunity strategy that incorporates enhanced transit and other multimodal transportation options to link jobs, jobs training, and workforce housing.

**Pinellas Suncoast Transit Authority (PSTA) SunRunner Rising Development Study (fka Central Avenue Bus Rapid Transit (BRT) Transit Oriented Development (TOD) Strategic Plan), St. Petersburg, FL — Project planner.** Kimley-Horn led the development of an FTA-funded, corridor-wide TOD strategy for the Central Avenue BRT corridor on behalf of PSTA. Now branded as Sun Runner BRT, the corridor connects downtown St. Petersburg, the City of South Pasadena, and the City of St. Pete Beach. The \$1.2M grant allowed PSTA to focus on equitable economic development, small/local business assistance, multimodal connectivity, non-motorized access, mixed-use development, infrastructure needs, and private sector participation along the 10-mile BRT project. The Study outlines redevelopment tools and recommendations in the form of value capture methods, land development code modifications, and mobility improvements to spur economic development to support the performance of the BRT investment.

**Tampa Streetcar Extension and Modernization Feasibility Study and Project Development, Tampa, FL — Project planner.** Kimley-Horn evaluated the potential extension and modernization of the existing Tampa Historic Streetcar. Specific duties included using GIS to analyze the feasibility of proposed route alignments under existing and future conditions, building an evaluation matrix to compare the proposed alignments using purpose and need criteria from the City as well as FTA criteria. The study evaluated modernization options for the existing vehicles and facilities, and vehicle technology alternatives to improve ridership, operations, cost effectiveness, and overall quality of service. The feasibility study coordinated with other regional transit initiatives by clearly defining the Tampa Streetcar operating parameters and identifying how it may enable future transit connections to the downtown transit center, emerging adjacent neighborhoods, and to the region. The study identified transit service and mobility improvements to support livability and economic development in downtown Tampa and along the corridor.

**Lake County Transit Development Plan (TDP), Lake County, FL — Project manager.** Kimley-Horn is working with the Lake County Office of Transit Services to update the County's Transit Development Plan (TDP). The Lake County TDP is a strategic guide for public transportation services in Lake County and covers a 10-year planning horizon. The TDP represents the community's vision and priorities for enhanced connectivity throughout the County via public transportation services. As a recipient of State of Florida Public Transit Block (PTBG) Grant Program funding, Lake County is required to prepare a Major Update of its TDP every five years. Consequently, this TDP Major Update is being prepared in compliance with the FDOT TDP Rule found in Florida Administrative Code (FAC) Chapter 14-73.

**LYNX TDP Major Update, Orlando, FL — Project manager.** Kimley-Horn was selected to prepare a major update to the LYNX TDP. As required by the Florida Department of Transportation (FDOT), the TDP was prepared in compliance with Florida Administrative Code (FAC) Rule 14-73. This major update to the TDP builds upon three County Transit Needs Plans, including Seminole, Osceola, and Orange Counties. The plan includes implementation of a hierarchy of public transportation services designed to meet the transportation needs of multiple travel markets throughout the broad LYNX service area. That hierarchy of services includes express bus services, high-frequency/high-capacity bus service, and on-demand/microtransit service operations.



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## John Seals, P.E.

Multimodal Transportation

### RELEVANT EXPERIENCE

**Oldsmar Design Services for Douglas Road Improvement Project, Oldsmar, FL — Project manager.** Kimley-Horn prepared a preliminary engineering report (PER) and design plans for the one-mile stretch of Douglas Road and trail extension, extending from Commerce Blvd to Race Track Road in the City of Oldsmar. The primary project objective was to improve safety, provide trail connectivity, and enhance mobility for vehicles, cyclists, and pedestrians by providing an improved and aesthetically pleasing corridor that energizes the entire industrial sector in the area. Kimley-Horn's design plans encompassed various elements, including roadway and drainage plans, traffic control plans, landscaping, lighting, and utility adjustments, with careful consideration to minimize impacts on City-owned utilities. Coordination with the Florida Department of Transportation (FDOT) and adherence to FDOT design standards were ensured to qualify for potential state funding assistance.

**St. Petersburg Drive Streetscape and Drainage Project (Complete Streets), Oldsmar, FL — Project manager.** Kimley-Horn assisted the City with the successful application for grant funding for the construction of St. Petersburg Drive Complete Street Improvements including a trail extension. Following the grant award, the City retained Kimley-Horn to design Complete Street multimodal improvements and trail extension for St. Petersburg Drive with the goal of transforming the rural roadway into an appealing multimodal Complete Street corridor to better serve the Community Redevelopment Area and promote a walkable community. Design services included survey, SUE, geotechnical, rural to urban roadway conversion and stormwater, environmental permitting, public meetings and presentations, and preparation of construction bid documents. Key design components: low impact development (LID), pervious pavements, multiuse path, sidewalk widening, traffic calming, roundabout, decorative lightning, and underground utilities.

**Boca Ciega Drive Streetscape Improvements, St. Pete Beach, FL — Project manager.** Kimley Horn completed a task order to provide general engineering services for the design and preparation of construction contract documents, special provisions, and incidental engineering services for roadway streetscape improvements for Boca Ciega Drive from 75th Avenue to 87th Avenue. The design encompassed full reconstruction/reprofiling of the roadway to improve street drainage with the addition of curb and gutter, reduced travel lane widths to 10', improved pedestrian connectivity by installing a mid-block crossing for the Community Center, replaced narrow sidewalks with an 8' sidewalk along the west side of the road and add shared-lane bicycle signs/markings along Boca Ciega Drive, the addition of 5' minimum landscaped buffer with shade trees along the west shoulder where possible, the addition of speed tables for traffic calming, provide on-street, parallel parking at St Albans Church and Gulf Beaches Elementary, level I and level II soil contamination screening evaluation and investigations, public meetings, and presentations, utility coordination and adjustments, stormwater modeling, and environmental resource permitting, and FDOT permitting and processing of documents for FDOT grant funding approval.

**Collins Street Complete Street Improvements, Plant City, FL — Project manager.** Kimley-Horn provided engineering design services for the Collins Street Complete Street Improvements Project. It was the City's goal to convert the existing urban four-lane corridor into a pedestrian and bicycle accessible corridor with streetscape enhancements to form a walkable community street as part of the midtown redevelopment plan. The design improvements will reconfigure the four-lane corridor to provide for two lanes with buffered bicycle lanes with on-street parking and implement streetscape elements including landscaped pedestrian zones, decorative street lighting, and traffic signal upgrades. Preliminary design services included traffic data collection for preparation of a traffic study to validate the lane repurposing recommendations, and development of conceptual design alternatives to identify the cost and feasibility of achieving the project goals. Design services included roadway and drainage, hardscape, landscape and irrigation plans, traffic signalization, street and sidewalk lighting plans, preparation and public presentation of the design, coordination of utility relocations, electrical system undergrounding coordination, survey and SUE services, and limited construction phase services.

### SPECIAL QUALIFICATIONS

- More than 33 years of engineering experience
- Experience includes all aspects of design for roadway and transportation projects from preliminary engineering and studies to final design
- Expertise includes major/minor highway design, PD&E/roadway alignment studies, traffic calming/roundabouts, design-build/design criteria engineer, traffic operations studies, multimodal facilities/sidewalks/trails, and traffic signalization/roadway lighting
- Additional Experience includes the design of railroad grade crossing improvements and Railroad Quiet Zone implementation
- Has been involved with Railroad Quiet Zone planning and implementation since the adoption of the Federal Railroad Administration's 'Train Horn' regulations in 2006

### PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of South Florida
- Professional Engineer in Florida, #51505

### PROFESSIONAL ORGANIZATIONS

- Member, American Society of Highway Engineers (ASHE)
- Member, Institute of Transportation Engineers (ITE)
- Member, American Public Works Association (APWA)



## Planning Services to Create & Implement A NEW CITY MASTER PLAN



### David Flanagan, PLA, ASLA

Urban Design, Parks, and Open Space

#### RELEVANT EXPERIENCE

**St. Petersburg Pier Approach, St. Petersburg, FL — *Landscape architect.*** Kimley-Horn provided professional consulting services for the 20-acre St. Petersburg Pier Approach project. This project consisted of the redevelopment of the area between the Pier and the Downtown Core of Beach Drive. Professional services included site civil engineering, stormwater design, utility design, permitting, transportation engineering, landscape architecture, a parking study, structural engineering, and environmental services.

**West River Parks Master Plan, Tampa, FL — *Project manager.*** Kimley-Horn provided professional services for the preparation of a Parks Master Plan for the development of four Pocket Parks, as well as the Central Greenway within the West River Development. The design of the parks will utilize common design elements and site furnishings to provide design unity, but each park will have individual characteristics unique to their location within the development and pertinent to their function. Site amenities include shade structure(s), an NFL obstacle course, bike paths, bike racks, retention pond(s), hardscape, benches/seawalls, lighting, landscape and irrigation, signage, and art opportunities.

**Lee Roy Selmon Greenway Park Enhancements, Tampa, FL — *Landscape architect.*** Kimley-Horn is providing design and landscape architectural services for the enhancement of the Lee Roy Selmon Greenway. This project is providing a trail and linear park under the Lee Roy Selmon Expressway through the downtown Tampa corridor. This signature project will provide much needed park and green space within the urban framework of Tampa's rapidly growing downtown area, and addresses multi-modal transit connections involving pedestrians, bicyclists, automobiles/parking, trail users, buses, and trolley connections. Our tasks include site planning and landscape, irrigation, and site lighting design services, working in conjunction with the Kimley-Horn civil engineering team that is providing site civil engineering services.

**St. Petersburg Shore Acres Recreation Center, St. Petersburg, FL — *Landscape architect.*** Kimley-Horn is providing design and landscape architectural services for the new Shore Acres Recreation Center. Our tasks include site planning and landscape, irrigation, and site lighting design services, working in conjunction with the Kimley-Horn civil engineering team that is providing site civil engineering services.

**The Central Greenway at West River, Tampa, FL — *Landscape architect.*** The West River Central Greenway Park was designed to serve as the primary greenspace within the suite of parks for the Tampa West River District. This 1.5 Acre (64,000-square-foot) park features several existing Grand Oak Trees, which were able to be preserved and protected during the construction of the project. The park is nestled into the Residences at West River and serves as the primary gathering space for this development, as well as the surrounding neighborhoods. The park features custom walkways with exposed aggregate finishes, a large event lawn, two arbor shade structures, a performance stage, two gathering plazas, and a custom piece of original artwork by Ya La'Ford, set in a playful labyrinth formed from shrub vegetation.

**G.T. Bray Pickleball Complex Master Plan and Design Services, Bradenton, FL — *Landscape architect.*** Kimley-Horn is providing master planning and design services for improvements to Manatee County's recreational park hub, the 139-acre G.T. Bray Municipal Complex in Bradenton. Master planning includes expansion of the existing racquet facility to increase capacity and play for pickleball, tennis, and racquetball. Other improvements include the relocation of basketball courts and upgrades to an existing landscaping, playground, outdoor fitness areas, restrooms, lighting, maintenance facilities, stormwater facilities, and parking lots. The Kimley-Horn team is providing landscape architectural and civil engineering design and permitting services for the improvements, which feature the development of a premier pickleball complex. The complex consists of 20 covered pickleball courts designed to USPA standards. In addition to pickleball, the project includes 4 new tennis courts designed to USTA standards with additional on-court shade structures. Permitting will be coordinated through Southwest Florida Water Management District (SWFWMD), the Florida Department of Environmental Protection (FDEP), and the City of Bradenton.

#### SPECIAL QUALIFICATIONS

- More than 37 years of experience as a landscape architect and site planner
- Primary areas of expertise are in urban design, park planning, and sports architecture
- Extensive experience with local municipalities and counties and a comprehensive portfolio of signature public and private sector projects
- Treats every project as a unique opportunity to thoughtfully shape the way we live, work, and play, while unifying the built and natural environments and creating memorable and meaningful places
- Continues to serve in state and national leadership roles with the American Society of Landscape Architects (ASLA)

#### PROFESSIONAL CREDENTIALS

- Bachelor of Landscape Architecture, Iowa State University
- Professional Landscape Architect in Florida, #0001495

#### PROFESSIONAL ORGANIZATIONS

- Member, American Society of Landscape Architects (ASLA)



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## Christopher Niforatos, P.E.

Environmental and Resiliency

### RELEVANT EXPERIENCE

**Vulnerability Assessment, Indian River County, FL — Project manager.** Kimley-Horn delivered a vulnerability assessment to devise adaptation strategies for critical infrastructure and vulnerable communities east of I-95 countywide. Critical infrastructure included indoor County facilities, parks and recreation centers, treatment plants, schools, hospitals, and assisted living facilities. The climate threats evaluated in the assessment were rain intensification, sea level rise, and surge. Proposed adaptation strategies recommended included a combination of blue/gray/green infrastructure interventions, policy recommendations, and communal engagement.

**Vulnerability Assessment, Venice, FL — Project manager.** Kimley-Horn led the development of a vulnerability assessment of the City's infrastructure with respect to coastal flooding and wind. The infrastructure included five critical lift-stations, reverse osmosis water treatment plant, water reclamation facility, and several administrative buildings. Kimley-Horn evaluated future sea level projections, rainfall, surge, and wind data and their impacts on designated infrastructure. Additional services included developing a paired-asset threat matrix to assess criticality of the assets and identified adaptation strategies to harden the assets as well as strategies to increase adaptive capacity. The recommended adaptation strategies consisted of the raising of electric controls, extending internal barrier walls, installation of a tide control valve and flood walls at access entries.

**Longboat Key Village Stormwater Master Plan, Longboat Key, FL — Project manager.** Kimley-Horn conducted a peer review of a master plan that identified adaptation measures to address coastal flooding. Our services included providing a summary of modeling parameterization issues that needed to be resolved based on assessing future sea level rise and adaptation refinements for the proposed alternatives. Additionally, Kimley-Horn conducted an evaluation of tide control valves that included an assessment of strength/weakness for each type and maintenance considerations.

**City of St Pete Beach Resilience Plan, St. Pete Beach, FL — Technical lead.** Kimley-Horn led the development of a resiliency plan that identified vulnerabilities and adaptation measures for the built and natural environment. Our services included assisting the City in securing a Florida Resilient Coastlines Program (FRCP) Grant from the Florida Department of Environmental Protection (FDEP) to complete a Vulnerability Assessment. The Vulnerability Assessment evaluated the impacts of rainfall, hurricane, and tidal events on the City's infrastructure and identified adaptation strategies to reduce those impacts. Our team led the modeling effort which integrated a digital elevation model, high water level marks, sea level rise projections, and design storm data to simulate flood levels across the City during various events. The flood exposure level of City assets, including lift stations, buildings and roadways, were identified during each scenario modeled. Helped guide the discussion with the City to identify adaptive measures to protect City assets from flooding as the baseline for future planning efforts. Adaptive measures were screened and evaluated. A project plan was established to evaluate existing CIP projects and propose additional adaptive strategies to incorporate as future CIP projects.

**Vulnerability Assessment, North Miami Beach, FL — Project Manager.** Kimley-Horn conducted a Vulnerability Assessment in compliance with Florida Statue 380.093. Project elements included data collection and evaluation, exposure, sensitivity analyses, development of focus areas, public outreach, and a presentation to City Commission.

**Joe's Creek Restoration and Greenway Trail Project, Pinellas County, FL — Project Manager.** Kimley-Horn is providing specialist services to assist the County in delivering a greenway trail and stormwater improvements. Our services include project management, grant administration assistance, guidance on alternative delivery, public involvement, scope of work development, and peer reviews. The project received funding from multiple sources including Federal (CDBG-MIT and ARPA) and State (SWFWMD, FDEP) and is estimated at over \$100M.

### SPECIAL QUALIFICATIONS

- More than 30 years of multidisciplinary experience in the areas of water resources, asset management, and resiliency planning
- Has served as a principal-in-charge/project director/project manager for local and state clients with specific expertise in planning, numerical modeling, design, permitting, public outreach, and construction management
- Experience includes a variety of complex water resources projects, from undertaking countywide asset condition assessments to delivering hardening plans to devising energy management strategies
- AutoCAD/Civil 3.0 and ArcGIS

### PROFESSIONAL CREDENTIALS

- Master of Business Administration, Business Administration, University of South Florida
- Master of Engineering, Environmental Engineering, University of South Florida
- Bachelor of Science, Civil Engineering, Clarkson University
- Certified Professional Erosion Sediment, #20856
- Professional Engineer in Florida, #56881

### PROFESSIONAL ORGANIZATIONS

- Member, American Public Works Association (APWA)
- Member, American Society of Civil Engineers (ASCE)
- Member, Florida Engineering Society (FES)
- Member, American Water Resources Association (AWWA)



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## John Sutton, E.I.

Environmental and Resiliency

### RELEVANT EXPERIENCE

**Hillsborough County Infrastructure Assessments Phase II, Hillsborough County, FL — Project analyst.** Kimley-Horn is currently developing preliminary project descriptions and planning-level cost estimates for projects needed to address the infrastructure needs identified from the previous Hillsborough County Infrastructure Assessment project. Kimley-Horn is identifying and documenting high-level economic development benefits of the identified projects based on the projects' location within each of the three Redevelopment Areas under study (North Airport, 56th Street, and Palm River). The Kimley-Horn team coordinated with County staff to target infrastructure needs in the Redevelopment Areas including transportation improvements, central services and utility improvements, and improvements that support resiliency in the three areas. In addition to developing preliminary project definitions, Kimley-Horn is identifying potential grant and third-party funding sources for the identified projects and working with area stakeholders including Tampa International, CSX, the City of Tampa, and FDOT to verify projects and infrastructure needs in the three Redevelopment Areas.

**St. Pete Beach Drainage Manual, St. Pete Beach, FL — Project analyst.** Kimley-Horn was selected to develop a comprehensive drainage manual for the City of St. Pete Beach that would encapsulate all regional and statewide regulations. Furthermore, our team was tasked with analyzing the existing adaptation strategy guidelines and incorporating requirements that would assist the City in meeting future resiliency targets. Our services included collecting data from state-wide barrier islands and national/international leaders in the coastal resiliency field, vetting the information for relevance to the City's specific geographical constraints, and distilling the guidelines into actionable regulations.

**Comprehensive Plan Update, Manatee County, FL — Project analyst.** Kimley-Horn is providing professional services to review and update the Manatee County Comprehensive Plan. Our services include updating each section of the comprehensive plan with the most recent state statute changes and identified best practices from the Tampa Bay Regional Plan Council, the DEO, FDOT, and the Office of Economic Demographic Research. A particular focus was placed on the Coastal Management Element to meet current Florida guidelines and to supplement with vulnerability best practices.

**Joe's Creek Restoration and Greenway Trail Project, Pinellas County, FL — Project analyst.** Kimley-Horn provided specialist services to assist the County in delivering a greenway trail and regional stormwater improvements. Our services included schedule and fee estimates, collaboration with multiple stakeholders, grant administration, guidance on alternative delivery, public involvement, scope of work development, and peer reviews. The project received funding from multiple sources including Federal (CDBG-MIT and ARPA) and State (SWFWMD) and is estimated at over \$100M.

**McKay Creek Watershed Management Plan: Model Update, Alternative Analysis, and Feasibility Study, Pinellas County, FL — Project analyst.** Kimley-Horn was selected to deliver a Preliminary Engineering Report (PER) to further evaluate Best Management Practices (BMPs) in the McKay Creek Watershed for Pinellas County and the Southwest Florida Water Management District (SWFWMD). The PER consists of a hydraulic and hydrologic model conversion, model refinement, and a feasibility study to evaluate the BMPs and develop alternatives suitable to the unique site conditions at each location. The ICPR3 model (and GWIS 1.6 database) was converted into ICPR4 (and GWIS 2.1), examined for 2.33, 25, 50, and 100-year/24-hour design event stage differences, and adjusted to achieve a reasonable degree of concurrence. Model refinements were performed throughout the model to update hydrologic and hydraulic parameters associated with the best available information. Local stakeholders, such as the City of Largo, were incorporated into refinement discussions to ensure that the most up-to-date and accurate information was provided to Kimley-Horn.

### SPECIAL QUALIFICATIONS

- More than four years of experience developing detailed numerical flood models, coupling water quality strategies, and conducting flood hazard assessments
- John has previously designed roadway drainage systems and conducted bridge hydraulic reports using numerical methods for various FDOT Districts
- Throughout the numerous vulnerability assessments he has conducted within the state, he has developed an acute proficiency for the Resilient Florida grant program
- Passion for understanding and addressing unique threats facing coastal communities and has conducted studies quantifying the impacts of sea level rise, hurricane driven storm surge, and extreme rainfall events.
- Expertise in GWIS 2.1, ArcHydro Tools, ICPR3, ICPR4, GeoHEC-RAS, HEC-RAS, HY-8, and BMP Trains

### PROFESSIONAL CREDENTIALS

- Master of Science, Environmental Engineering, University of South Florida
- Bachelor of Science, Chemistry, Florida State University
- Engineering Intern in Florida, #1100023605

### PROFESSIONAL ORGANIZATIONS

- Member, American Water Resources Association (AWRA)





# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## SPECIAL QUALIFICATIONS

- More than 10 years of historic preservation planning experience
- As an Historic Preservation Planner, Blair regulated the City's three historic districts by ensuring all exterior alterations adhered to each district's historic preservation regulations and the Secretary of the Interior's Standards for Rehabilitation
- Proficient in many aspects of government planning regulations which included historic preservation planning, analyzing zoning overlay regulations, and grant writing and management
- Expert in stakeholder engagement by overseeing community meetings, appointed historic preservation commission meetings, and engaging neighborhood advocacy groups

## PROFESSIONAL CREDENTIALS

- Master, Historic Preservation, Minor in Urban and Regional Planning, University of Florida
- Bachelor of Science, Psychology, University of Florida
- American Institute of Certified Planners, #31913

## PROFESSIONAL ORGANIZATIONS

- Member, American Planning Association (APA)

## Blair Knighting, AICP

### Historic and Heritage Preservation

#### RELEVANT EXPERIENCE

**Historic Resources Planning, South Carolina Department of Transportation (SCDOT), SC — Historic preservation planner.** Kimley-Horn is currently conducting research for the cultural resource survey for the U.S. 178 and I-85 Interchange Improvement project. Kimley-Horn is currently coordinating with SCDOT to determine which new cultural resources needed surveying and determining historic eligibility on the National Register of Historic Places.

**City of Dunedin Survey Master Plan, Dunedin, FL — Historic preservation planner.** Kimley-Horn was retained to develop a city-wide survey master plan to inventory historic structures considering the City has never completed a comprehensive inventory of its historic resources. The original city plat maps and a heat map which takes "year built" data from the Pinellas County Property Appraiser and color codes all structures over 50 years old on a map was used to find pockets of the oldest structures within the city. Kimley-Horn is currently in Phase 3 and should result in almost 600 structures identified and recorded.

**Historic Preservation Services, Dunedin, FL — Historic preservation planner.** Kimley-Horn was retained to provide historic preservation services for the City of Dunedin. Our services included Florida Master Site File (FMSF) training for the Advisory Council on Historic Preservation (ACHP), Historic Resource Survey and Planning, and grant writing.

**Historic Resources Planning, South Carolina Department of Transportation (SCDOT), SC — Historic preservation planner.** Kimley-Horn completed a cultural resource survey for the Harden Street Phase II Improvements project. This included coordination with SCDOT and SCSHPO's office to determine which new resources needed surveying and determining historic eligibility on the National Register of Historic Places.

**Historic Resources Survey Report (HRSR), Georgia Department of Transportation (GDOT), GA — Quality assurance/quality control (QA/QC) reviewer.** As a reviewer, Kimley-Horn was required to review the entire document and determine if the report adequately described the resources. We also provided an evaluation of eligibility on the report for it to be listed on the National Register of Historic Places. This role is ongoing, issued on a task order basis to review No Adverse Effect reports. Blair has completed more than 20 of these reports since December of 2019, with this specific project including 14 potential significant historic resources

**Historic Preservation Services, Defuniak Springs, FL — Historic preservation planner.** Kimley-Horn was retained to provide historic preservation services for the City of Defuniak Springs. Our services include reviewing Certificates of Appropriateness applications for adherence to the historic preservation regulations and the Secretary of the Interior (SOI)'s Standards for Rehabilitation.

**Historic Preservation Services, Chapel Hill, NC — Historic preservation planner.** Kimley-Horn's services include reviewing Certificates of Appropriateness applications for adherence to the historic preservation regulations and the Secretary of the Interior's Standards for Rehabilitation (2021-ongoing).

**Landmark Designation Reports, Jacksonville, FL — Historic preservation planner.** Kimley-Horn was responsible for researching and writing various local landmark designation reports for a buildings in the City of Jacksonville's downtown. The landmark reports must describe the significance of the structure and how it qualifies as a local landmark. There are seven criteria and the structure must meet two of the significance criteria in order to qualify.

**Historic Structures Significance Reviewer, Jacksonville, FL — Historic preservation planner.** Kimley-Horn was responsible for evaluating a structure over 50 years which the City of Jacksonville deemed condemned therefore under threat of demolition. Approximately 200 structures per year were reviewed to determine if they were potentially locally or nationally historically significant independently or as a contributing structure to a potential historic district. The review process included but was not limited to Sanborn Map research, deed research, City Directory research, and site visits.



## Planning Services to Create & Implement A NEW CITY MASTER PLAN



### SPECIAL QUALIFICATIONS

- More than 10 years of experience in managing and developing GIS data and systems
- Several years of experience leading GIS data collection programs, creation of custom web and mobile GIS applications, and providing GIS support/integration for various work order management systems
- Has managed utilities for various municipalities, such as transportation, water, sanitary sewer, storm water, telecommunications, electricity, and various other community assets

### PROFESSIONAL CREDENTIALS

- Master of Arts, Sustainable Urban Development, DePaul University
- Bachelor of Arts, Urban Sociology, DePaul University

## Brett Kamm

Graphics, Mapping, and Visual Representation

### RELEVANT EXPERIENCE

**Alternate US 19 Investment Corridor Transition Plan, FL — GIS specialist.** Brett is part of the team preparing an investment corridor transition plan for Alternate US 19 from 58th Street and Central Avenue in St. Petersburg to Court Street and Missouri Avenue (aka Alternate US 19) in Clearwater. The 16-mile corridor was identified by Forward Pinellas as a high priority investment corridor, which are defined by the countywide plan as areas that are best suited for future transit investment and redevelopment to support transit service. As part of this project, Brett has been involved in developing an interactive map online using Kimley-Horn's PublicCoordinate software where people can provide feedback on elements of the project.

**Pensacola "In Motion" Active Transportation Plan, Pensacola, FL — GIS specialist.** Kimley-Horn recently served the City of Pensacola to develop an active transportation plan, leading the stakeholder engagement efforts and developing a well-rounded outreach campaign that utilized public meetings, workshops, and digital assets. The Pensacola "In Motion" Active Transportation Plan will be the playbook for the development of a connected network for people to safely, walk, bike, and wheel to major destinations and transit. It will serve as a holistic plan that brings together past streetscape, corridor management plans, and complete street efforts and provide additional recommendations for multimodal and connections around the City. Kimley-Horn understands that Pensacola is a diverse community where innovative public engagement solutions are necessary and appreciated by the community.

**City of Safety Harbor GIS Support, Safety Harbor, FL — Project manager.** Kimley-Horn is working with the City to provide GIS system development for the City's Public Works/Engineering Departments. Responsibilities for this project include GIS implementation, citywide GIS database management and maintenance, app development, geospatial analysis, mapping of existing infrastructure, CADD data conversion, audit of existing GIS data/GIS services, recommendations of best practices for GIS data updates and GIS program management, and end-user Training.

**Sarasota-Manatee Metropolitan Planning Organization (MPO) Long-Range Transportation Plan (LRTP) Resiliency/Vulnerability Assessment, Sarasota, FL — GIS specialist.** Kimley-Horn was selected to provide services for Sarasota Manatee MPO. The purpose of this project was to develop and apply new methods that integrate resilience corridor planning with transportation planning and decision making in order to assess and mitigate risks from all hazards that affect the Sarasota/Manatee region's transportation system. Vulnerability, risk, and mitigation-evaluation methods and tools were developed and applied to the region and refined based on lessons-learned and guidance provided by experts, stakeholders, and the All-Hazards Recovery Training. The project recommendations are intended for MPO staff and jurisdictions to apply the methods, tools, and processes into future efforts to develop transportation resilience plans for the Sarasota/Manatee transportation system and to enhance local and regional hazard mitigation plans.

**GIS Consulting, City of St. Pete Beach, FL — GIS specialist.** Kimley-Horn provided GIS data development and management for city wide public works, planning, transportation, and parks and recreation. GIS infrastructure included sanitary, stormwater, roads, beaches, reclaim, seawalls, signage, streetlights, signals, zoning, land use, districts, and boundaries, park sites, tree maintenance inventory, official truck route designations and public parking spaces and pay stations inventory. Assisted with implementation and management of the city's work order management system Asset Essentials.

**FDOT District 7, Areawide Lighting Database and Assessment, FL — GIS specialist.** Kimley-Horn is supporting District Seven with the development of a highway lighting database for the five counties that comprise the District. Support services include conducting field inventories, developing/maintaining a GIS database, and providing lighting system evaluations and routine inspection services for the districtwide highway lighting system of more than 27,000 roadway lights, luminaires, and light poles on the interstate highway system in Hillsborough, Pinellas, Citrus, Hernando and Pasco counties. The current lighting system includes conventional, high mast, decorative, pedestrian, sign lighting, and structural lighting. As part of the highway lighting inventory, the electrical load centers powering the lights will also be inventoried. The future expansion of the lighting database will include all lighting fixtures throughout the District that are attached to signal poles, signs, and structures.



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## SPECIAL QUALIFICATIONS

- More than eight years of experience in urban design, station area planning, creative placemaking, mobility, and land use planning
- Experience encompasses mixed-use master plans, development guidelines, transit-oriented development (TOD) plans, downtown master plans, and mobility-focused corridor plans
- Focuses on creating unique solutions for every project while linking reinvestment opportunities to public planning initiatives to promote market feasible and sustainable growth
- Proficient in Freehand Drawing and Sketching, Adobe Suite, SketchUp, ArcGIS, AutoCAD, Lumion 3D, and Microsoft Office

## PROFESSIONAL CREDENTIALS

- Bachelor of Urban Planning, Urban Planning, University of Cincinnati
- Amer Institute of Certified Planners, #33686

## PROFESSIONAL ORGANIZATIONS

- Member, American Planning Association (APA)

## Blake Young, AICP

Graphics, Mapping, and Visual Representation

### RELEVANT EXPERIENCE

**PSTA SunRunner Rising Development Study (fka Central Avenue Bus Rapid Transit (BRT) Transit Oriented Development (TOD) Strategic Plan), St Petersburg, FL — Project planner.** Kimley-Horn is leading the development of an FTA-funded, corridor-wide TOD strategy for the Central Avenue BRT corridor on behalf of Pinellas Suncoast Transit Agency (PSTA). Now branded as SunRunner BRT, the corridor will connect downtown St. Petersburg, the City of South Pasadena, and the City of St. Pete Beach. The \$1.2M grant will allow PSTA to focus on equitable economic development, small/local business assistance, multimodal connectivity, non-motorized access, mixed-use development, infrastructure needs, and private sector participation along the 10-mile BRT project. The goal is to spur economic development and support the performance of the BRT investment.

**CCD Neighborhood Planning Initiative (NPI) Near Southeast Plan, Denver, CO — Project planner.** The Kimley-Horn team is in the initial phases of the Denver NPI – Near Southeast Plan. The goal of the NPI planning efforts is to do a deeper dive at the neighborhood level that could not be achieved in the blueprint plans. The NPI plan is identifying key issues for the neighborhoods, developing a vision for the neighborhoods, and creating recommendations that address the issues with the vision. Currently, the project is in the visioning phase and soon moving into the initial recommendations phase. Our team is working through the typical engagement, as well as targeted engagement at events, pop-ups, and through the use of community navigators.

**\*City of Sandy, Stadium Village Master Plan, UT — Project Planner.** This update continued the work already undertaken by the City for the past decade and refined the vision established by the Cairns District Master Plan. This district was poised for redevelopment that captured the unique character of the surrounding neighborhoods. Blake and his team created three scenarios to illustrate the potential the Stadium Village area has over the next 30+ years. These scenarios all provided increased connectivity to neighboring amenities and households that ultimately create increased value within the entire district. While incorporating a mix of uses within the design, the vision for this district became a destination for corporate relocation, entertainment, and urban living.

**North Port Gardens (aka Gulf Coast Gardens), North Port, FL — Project planner.** Kimley-Horn was responsible for overseeing due diligence and land use research, development of and assisting in land use recommendations, visioning/charette, and land use analysis and permitting processes, including assisting on the development of regional impact for a 514-acre site located in the City of North Port. The project proposes a mixed-use commercial, and office and residential development incorporating significant wetland and environmental preservation. The project proposes approximately 2 million square feet of combined power center and lifestyle commercial areas, approximately 150,000 square feet of office, 450 hotel rooms, and approximately 500 residential units. Tasks include pre-application coordination, preliminary development agreement development, and application for development approval ( ADA ) coordination and preparation.

### ADDITIONAL PROJECT EXPERIENCE:

North Port, Toledo Blade Master Plan, FL — *Project Manager*

Georgetown, Whitaker Master Plan and Kroger Master Plan, KY — *Project Designer*

City of Fernley, North and Southwest Area Plans, NV — *Project Manager*

\*Durham/Orange County, GoTriangle TOD Guidebook, NC — *Project Planner*

Colorado Springs, Banning Lewis Master Plan, CO — *Project Planner*

*\*Worked on prior to joining Kimley-Horn*



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## SPECIAL QUALIFICATIONS

- More than two years of experience as a landscape architecture analyst
- Project experience includes site planning and landscape, irrigation, and site lighting design services
- Technical skills include AutoCAD – LandFX/Civil3D, Adobe Photoshop, Adobe Illustrator, Adobe InDesign, SketchUp and Lumion

## PROFESSIONAL CREDENTIALS

- Bachelor of Landscape Architecture, University of Florida

## Pedro Llanos

Graphics, Mapping, and Visual Representation

### RELEVANT EXPERIENCE

**Gulf Boulevard Safety Studies, St. Pete Beach and Treasure Island, FL — *Landscape analyst.*** The Gulf Boulevard Safety Study for St. Pete Beach and the Gulf Boulevard Safety Study for Treasure Island are two projects with the same goal; to assess the safety of and develop conceptual alternatives for the Gulf Boulevard corridor. Gulf Boulevard is a major corridor within the two cities and serves multiple modes of travel, providing major connections for area residents and visitors. The studies examined safety along the corridor by conducting a crash data analysis and in-field observations. Combined with community engagement, short-term safety improvements and long-term conceptual alternatives were developed for Gulf Boulevard in each city. These studies partnered with multiple agencies like Forward Pinellas, Pinellas County, and Florida Department of Transportation (FDOT) to ensure the safety improvements and concept alternatives are implementable and incorporated into the appropriate planned work programs. Grant opportunities for safety and multimodal improvements were identified for additional funding sources as part of the implementation plan of these studies.

**Pedestrian Master Plan, Temple Terrace, FL — *Landscape analyst.*** Kimley-Horn developed a pedestrian master plan for the Southeast Quadrant (SEQ) of the Temple Terrace Community Redevelopment Area (CRA). The plan was developed to increase pedestrian and bicyclist connectivity and access throughout the SEQ with enhanced sidewalks and crossings, as well as open space amenities. Kimley-Horn worked with City staff and SEQ stakeholders and businesses to develop improvement concepts that enhance pedestrian connectivity with minimal impact to existing business access.

**Downtown Palm Harbor Streetscape and Parking Strategic Action Plan, Palm Harbor, FL — *Landscape analyst.*** Kimley-Horn is assisting Pinellas County to develop streetscape concept plans for streets and intersections within Downtown Palm Harbor. The Plan includes horizontal and vertical streetscape elements and tools within rights-of-way and serve as a framework for potential improvements that could be completed by either the public or private sectors. The Plan is complemented by wayfinding recommendations to help visitors find destinations of interest as well as public parking areas. The Action Plan also includes a district-wide parking assessment that addresses parking supply and demand along with recommendations related to parking improvements and management.

**Selmon Greenway Enhancements Cumberland Segment Study, Tampa, FL — *Landscape analyst.*** Kimley-Horn is providing design and landscape architectural services for the enhancement of the Lee Roy Selmon Greenway. This project is providing a trail and linear park under the Lee Roy Selmon Expressway through the downtown Tampa corridor. This signature project will provide much needed park and green space within the urban framework of Tampa's rapidly growing downtown area, and addresses multi-modal transit connections involving pedestrians, bicyclists, automobiles/parking, trail users, buses, and trolley connections. Our tasks include site planning and landscape, irrigation, and site lighting design services, working in conjunction with the Kimley-Horn civil engineering team that is providing site civil engineering services.

**Downtown Core Complete Streets Plan, St. Pete Beach, FL — *Landscape analyst.*** Kimley-Horn partnered with the City of St. Pete Beach to develop a complete streets network plan for their Downtown district. This comprehensive visioning study addresses the limitations within the downtown core area's mobility infrastructure. The study area's existing roadway conditions lack bicycle and pedestrian facilities and pose safety concerns for all travel modes. Aligning with the City's Vision Zero initiative, the Plan strategically identifies pedestrian, bicycle, and traffic calming improvements to create a functional mobility network. The project included extensive community engagement through stakeholder meetings, community workshops, and walk audits. The Plan provides creative solutions for future street design while identifying short- and mid-term solutions to improve safety and mobility.



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## SPECIAL QUALIFICATIONS

- More than 40 years of urban design and illustrator experience
- Expertise includes project visioning, concept and schematic design of village centers, resorts, residential, commercial, industrial, religious, and recreational projects
- Skillset to mix his experience in architecture, landscape and planning design to recreate 3D visualization effectively
- Fluent in English and Spanish
- Software experience includes SketchUp, Revit, AutoCad, InDesign, Photoshop, Lumion, Trace, and Procreate

## PROFESSIONAL CREDENTIALS

- Bachelor of Architecture, Universidad del Valle, Colombia

## Henry Tamura

Graphics, Mapping, and Visual Representation

### RELEVANT EXPERIENCE

*Henry worked on the following projects prior to joining Kimley-Horn:*

**Orange Code and Vision 2050, Orange County, FL — *Urban designer.*** Involved long-range vision and updates to various sections of the Orange Code and Vision 2050, including new standards for mixed-use development and attainable housing.

**Envision Seminole 2045, Seminole County, FL — *Urban designer.*** Assisted in the current land development code as a new and simplified form-based code. This project included planning analysis, public vision, and design workshops.

**Winter Park Form-Based Code, Winter Park, FL — *Urban designer.*** Henry developed a form-based code and design guidelines for the Central Business District and the major commercial corridors of the city.

**Winter Park West Fairbanks District, FL — *Urban designer.*** Henry provided planning services for a comprehensive plan for the West Fairbanks District and a redevelopment district plan for the study area.

**Titusville Tomorrow, Titusville, FL — *Principal-in-charge.*** This project involved the development of a community vision and comprehensive plan update for a city of 45,000 people, including downtown revitalization strategies, waterfront planning, corridor branding, and a multimodal policy.

**Mercy Drive Neighborhood Vision Plan, Orlando, FL — *Urban designer.*** Henry worked with the City of Orlando staff, residents, and stakeholders to develop a vision plan for the Mercy Drive study area; a predominately African American community located 3.5 miles west of downtown Orlando. The study report will help guide public and private investment within the study area.

**MetroPlan Orlando Long Range Transportation Plan 2040 and 2030, Orange, Osceola, and Seminole Counties, FL — *Urban designer.*** Involved the development of land use projections and design case studies for sustainable land use scenarios for the Long-Range Transportation Plan. This project integrates the principles of the Central Florida Regional Visioning effort and addresses the effects of land use and urban form on transportation outcomes. Henry coordinated with counties and cities' planning staff to develop transportation and land use efficiency strategies.

**Envision Destin, FL — *Urban designer.*** Henry provided master planning, public visioning, and design workshops for Envision Design, overall crafting a vision for four key districts in the City including a redevelopment concept plan for Town Center area.

**Envision Edgewater Vision Plan, Edgewater, FL — *Urban designer.*** Henry provided master planning, public visioning, and design workshops for Envision Edgewater. Henry also participated in public workshops to develop vision plan and vision from resident input.



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## Joe Crozier, AICP

### Grant and Funding Mechanisms

#### RELEVANT EXPERIENCE

**Grants Coordination and Technical Support Services, Statewide Planning Consultant, FDOT Central Office of Policy Planning, Tallahassee, FL — Project manager.** Kimley-Horn is providing federal discretionary grant support services, leading this statewide program for FDOT. The Kimley-Horn team has overseen the development and submission of 20+ federal grants, winning nearly \$50 million in two years. Assignments under contract include the development of federal grant application packages including benefit-cost analyses, narrative development, information compilation, and graphic design.

**FDOT Office of Policy Planning Consultant Contract, Statewide FL — Project planner and task manager.** Provided support to the FDOT Metropolitan Planning and Intergovernmental Program Administrators. Services that have or will be provided include metropolitan planning organization support, safety studies, community planning, resilience studies, transportation and transit planning, fiscal analysis, technical analysis, public outreach, conference organization, and staff training.

**Engineering Services and Grant Support Professional Continuing Services, Palm Beach County, FL — Project manager.** Kimley-Horn supports identification of funding opportunities, alignment with priority projects, development of grant applications, and other transportation funding services as needed for the Engineering and Public Works Department.

**City of St. Petersburg Grant Support On-Call, St. Petersburg, FL— Project manager.** Kimley-Horn provides complete funding support with for all major municipal services ranging including transportation, economic development, and housing funding projects.

**Safe Streets and Roads for All Planning and Demonstration Grant, St. Johns County, FL — Project manager.** Kimley-Horn created and secured funding for a comprehensive approach to improve safety throughout the County. Focus areas included railroad crossing eliminations, school access, and holistic safety improvements to historically disadvantaged communities through a proposed \$400,000 safety action plan.

**First Coast Technical College Workforce Training Center, Engineering and Planning Services, St. Augustine, FL Project manager.** Kimley-Horn partnered with St. Johns County, St. Johns County School District (SJCSD), and First Coast Technical College (FCTC) to provide professional consulting services for the future First Coast Technical College Workforce Training Center, a 20,000-square-foot adult education facility in southwest St. Johns County. The center will be used to diversify and enhance the regional economy and workforce with instruction of Diesel System Technician (DST) and Solar and Alternative Energy (SAE) courses. Kimley-Horn's services include conceptual design, environmental review, preliminary engineering, cost estimates, and development of a grant application to the United States Economic Development Administration.

**South Florida Regional Transportation Authority On Call, Ft. Lauderdale, FL — Funding and policy lead.** In 2022, Kimley-Horn provided grant consulting services for the Onsite Signal Safety Improvements project to help secure \$12.9 million in funding. The goal of this project is to improve safety at Tri-Rail crossings and the USDOT approved the funding for these upgrades. In 2023, Kimley-Horn provided grant consulting services for a \$71.7 million Rail Vehicle Replacement Program Grant that was approved by the Federal Transit Administration. This funding will allow SFRTA to purchase cutting edge Tri-Rail train vehicles.

#### SPECIAL QUALIFICATIONS

- More than 10 years of professional experience working for, or on behalf of private entities and governmental agencies
- Supports FDOT's statewide metropolitan, policy, and community planning programs
- Leads FDOT's statewide federal discretionary grant process statewide through oversight of project identification and screening, grant writing, benefit-cost analyses, staff training, partner coordination, and state/federal compliance
- Grants developed include the Advanced Transportation and Congestion Management Technologies Deployment Program (ATCMTD), Rebuilding American Infrastructure with Sustainability and Equity Program (RAISE), Infrastructure for Rebuilding America (INFRA), Commuter Authority Rail Safety Improvement (CARSI), and others

#### PROFESSIONAL CREDENTIALS

- Master of Science, Urban and Regional Planning, Florida State University
- Bachelor of Science, Environmental Studies and Geography, Florida State University
- American Institute of Certified Planners, #30894

#### PROFESSIONAL ORGANIZATIONS

- American Planning Association (APA)



# Planning Services to Create & Implement A NEW CITY MASTER PLAN



## Alexander Steady, AICP

### Grant and Funding Mechanisms

#### RELEVANT EXPERIENCE

**St. Johns County SS4A Safety Action Plan — Project analyst.** Kimley-Horn assisted the County in preparing a grant application for submission to the U.S. Department of Transportation (USDOT) for the Safe Streets and Roads for All (SS4A) discretionary grant program which was due on July 10, 2023. This grant supports the development of a comprehensive safety action plan that identifies the most significant roadway safety issues in St. Johns County.

**Lake County Transit Development Plan (TDP), Lake County, FL — Project analyst.** Kimley-Horn is working with the Lake County Office of Transit Services to update the County's Transit Development Plan (TDP). The Lake County TDP is a strategic guide for public transportation services in Lake County and covers a 10-year planning horizon. The TDP represents the community's vision and priorities for enhanced connectivity throughout the County via public transportation services. As a recipient of State of Florida Public Transit Block (PTBG) Grant Program funding, Lake County is required to prepare a Major Update of its TDP every five years. Consequently, this TDP Major Update is being prepared in compliance with the FDOT TDP Rule found in Florida Administrative Code (FAC) Chapter 14-73. As a small county, Lake County experiences specific challenges associated with agencies operating in similar operating environments. These challenges include provision of efficient service to rural and less densely populated areas. To understand demand and scale service to demand, Kimley-Horn is applying in-house transit planning analysis tools including an On-Demand Service Planner and its Access2Opportunity equity tool. The end product will be a phased implementation plan that includes a host of service modes scaled and "right-sized" to meet public transportation demand.

**Fowler Avenue Vision Plan, Hillsborough County, FL — Project analyst.** Kimley-Horn partnered with Plan Hillsborough, Hillsborough County, and the City of Tampa to prepare the Fowler Avenue Vision Plan: Linking Land Use and Transportation for an Equitable Future. Building upon previous efforts including the Tampa Innovation District Mobility Master Plan and Strategic Action Plan, the Fowler Avenue Vision Plan creates a roadmap for land use policies and implementation. The Kimley-Horn team has been instrumental throughout all phases of these various efforts and studies, providing trusted guidance on infrastructure and transportation, policies, intergovernmental coordination, and stakeholder engagement, painting a holistic picture of the community improvements and initiatives needed within Tampa and helping to chart an actionable path forward.

**Grants Coordination and Technical Support Services, Statewide Planning Consultant, FDOT Central Office of Policy Planning, Tallahassee, FL — Project analyst.** Kimley-Horn provides federal discretionary grant support services, leading this statewide program for FDOT. The Kimley-Horn team has overseen the development and submission of 20+ federal grants, winning nearly \$90 million in two years.

#### SPECIAL QUALIFICATIONS

- ArcGIS (Arc Map and Arc Pro), AGOL (story maps, dashboards, and web maps), Microsoft Office Suite, Adobe Acrobat, Trip Gen 10, ITE Trip Generation Analysis, CDMS Crash Reports

#### PROFESSIONAL CREDENTIALS

- Master of Urban and Regional Planning, University of South Florida
- Bachelor of Science, Public Policy and Administration, St. Petersburg College
- American Planning Association (APA), Member
- American Institute of Certified Planners (AICP), Member
- Urban Land Institute, Member



# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## Exhibit A - Public Contracting and Environmental Crimes Certification

### 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 Dawn Dodge, P.E., LEED AP/ Associate [print individual's name and title] for Kimley-Horn and Associates, Inc. [print name of entity submitting sworn statement] whose business address is: 200 Central Avenue, Suite 600, St. Petersburg, FL 33701

and Federal Employer Identification Number (FEIN) is 56-0885615, 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





## Exhibit A - Public Contracting and Environmental Crimes Certification (cont.)

(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.



# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## Exhibit A - Public Contracting and Environmental Crimes Certification (cont.)

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]

### NOTARY PUBLIC

STATE OF FLORIDA

CITY OF Orlando

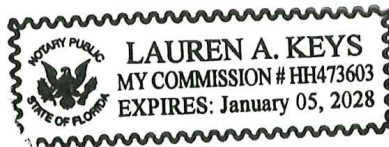
Sworn to and subscribed before me this 15th day of January, 20 24 by Dawn Dodge, P.E., LEED AP

Personally known  OR Produced identification

My commission expires January 5, 2028

Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]





## Exhibit B - Drug Free Workplace Certification

### 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  
Dawn Dodge, P.E., LEED AP/Associate

[print individual's name and title]

\_\_\_\_\_ for  
Kimley-Horn and Associates, Inc.

[print name of entity submitting sworn statement]

whose business address is: 200 Central Avenue, Suite 600, St. Petersburg, FL 33701  
and (if applicable) its Federal Employer Identification Number (FEIN) is 56-0885615 (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



## Exhibit B - Drug Free Workplace Certification (cont.)

post in a prominent place at all of its work places 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).



# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## Exhibit B - Drug Free Workplace Certification (cont.)

**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:   
Title: Dawn Dodge, P.E., LEED AP/Associate  
Company: Kimley-Horn and Associates, Inc.

**NOTARY PUBLIC**

STATE OF FLORIDA

CITY OF Orlando

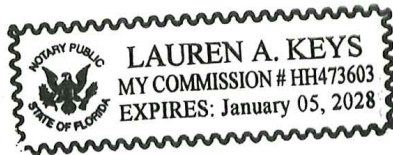
Sworn to and subscribed before me this 15th day of January 2024

by Dawn Dodge, P.E., LEED AP who is

personally known to me OR Produced identification  
\_\_\_\_\_ [type of identification]

My commission expires January 5, 2028

Notary Public Signature  
[Print, type or stamp Commissioned name of Notary Public]






# Planning Services to Create & Implement A NEW CITY MASTER PLAN

## Licenses

On October 1, 2019, HB827/SB616 went into effect, creating the rules for Administrative Code 61G15, which removes the requirement that engineers obtain a separate engineering business license (certificate of authorization) for their engineering firm. Additional information about this can be found on the Florida Board of Professional Engineers website: <https://fbpe.org/licensure/licensure-process/engineering-firms/>.

However, Kimley-Horn's Registered Professional Engineering license screenshot from the Florida Board of Professional Engineers/Department of Business and Professional Regulation (DBPR) website is included below.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES **LICENSEE DETAILS** 8:45:43 AM 7/28/2023

Apply for a License  
Verify a Licensee  
View Food & Lodging Inspections  
File a Complaint  
Continuing Education Course Search  
View Application Status  
Find Exam Information  
Unlicensed Activity Search  
AB&T Delinquent Invoice & Activity List Search

**Licensee Information**

|               |  |
|---------------|--|
| Name:         | KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name)<br>KIMLEY-HORN AND ASSOCIATES, INC. (DBA Name) |
| Main Address: | 421 FAYETTEVILLE STREET<br>SUITE 600<br>RALEIGH North Carolina 27601                           |
| County:       | OUT OF STATE   |

**License Information**

|                 |                               |
|-----------------|-------------------------------|
| License Type:   | Engineering Business Registry |
| Rank:           | Registry                      |
| License Number: | 35106                         |
| Status:         | Current                       |
| Licensure Date: | 05/10/2021                    |
| Expires:        |                               |

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES **LICENSEE DETAILS** 1:25:10 PM 12/14/2023


Apply for a License  
Verify a Licensee  
View Food & Lodging Inspections  
File a Complaint  
Continuing Education Course Search  
View Application Status  
Find Exam Information  
Unlicensed Activity Search  
AB&T Delinquent Invoice & Activity List Search

**Licensee Information**

|               |  |
|---------------|--|
| Name:         | MINGONET, MILTON SCOTT (Primary Name)<br>KIMLEY-HORN AND ASSOCIATES INC (DBA Name) |
| Main Address: | 200 SOUTH ORANGE AVENUE<br>SUITE 600<br>ORLANDO Florida 32801                      |
| County:       | ORANGE   |

**License Information**

|                 |                                |
|-----------------|--------------------------------|
| License Type:   | Registered Landscape Architect |
| Rank:           | Landscape Arc                  |
| License Number: | LA0001428                      |
| Status:         | Current,Active                 |
| Licensure Date: | 10/14/1991                     |
| Expires:        | 11/30/2025                     |

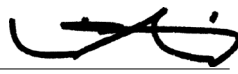


Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB696**  
Expiration Date February 28, 2025

**Professional Surveyor and Mapper Business License**  
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.  
421 FAYETTEVILLE ST STE 600  
RALEIGH, NC 27601-1777



WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



# *State of Florida*

## *Department of State*

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.


The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 22, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-second day of  
February, 2023*



  
Secretary of State

Tracking Number: 9937240518CC

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

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




# Planning Services to Create & Implement A NEW CITY MASTER PLAN


This certificate hereby qualifies


**Blake Young, AICP**

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 33686

  
Joel Albizo, FASAE, CAE  
Chief Executive Director

  
Mitchell J. Silver, FAICP  
President

  
American Institute of Certified Planners  
Creating Great Communities for All

This certificate hereby qualifies

**Blair Knighting, AICP**

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 31913

  
Joel Albizo, FASAE, CAE  
Chief Executive Officer  
American Planning Association

  
Deborah Lawlor, FAICP, PP  
AICP President  
American Institute of Certified Planners


  
American Institute of Certified Planners  
Creating Great Communities for All


This certificate hereby qualifies


**Joseph R Crozier, AICP**

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 30894

  
James M. Drinan, JD  
Executive Director

  
Glenn E. Larson, AICP  
President

  
The American Planning Association  
Professional Institute  
American Institute of Certified Planners  
Making Great Communities Happen

This certificate hereby qualifies

**Chad Davis**

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 35457

  
Joel Albizo, FASAE, CAE  
Chief Executive Director

  
Karen Wolf, FAICP  
President


  
American Institute of Certified Planners  
Creating Great Communities for All


This certificate hereby qualifies


**Philip DiMaria**

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 32396

  
Joel Albizo, FASAE, CAE  
Chief Executive Director

  
Deborah Lawlor, FAICP, PP  
President

  
American Institute of Certified Planners  
Creating Great Communities for All

Verify: <https://www.youracclaim.com/gov/WANg0Lg>

This certificate hereby qualifies

**Nicole Galasso**

as a member with all the benefits of a AICP Candidate and a commitment to the AICP Code of Ethics and Professional Conduct.

  
Joel Albizo, FASAE, CAE  
Chief Executive Director

  
Mitchell J. Silver, FAICP  
President

  
American Institute of Certified Planners  
Creating Great Communities for All

Verify: <https://www.credly.com/gov/c56f6a>





# Planning Services to Create & Implement A NEW CITY MASTER PLAN

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

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

**BOARD OF LANDSCAPE ARCHITECTURE**  
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**FLANAGAN, DAVID J**  
KIMLEY-HORN AND ASSOCIATES  
200 CENTRAL AVENUE  
SUITE 600  
SAINT PETERSBURG FL 33701

**LICENSE NUMBER: LA0001495**  
**EXPIRATION DATE: NOVEMBER 30, 2025**  
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.

**CNUa**  
ACCREDITED

The Congress for the New Urbanism  
recognize

**Eliza Harris Juliano**  
CNU-Accredited member

on the nomination of the faculty of  
University of Miami School of Architecture

as of  
20 May 2019

*Richard E. Rhoads PhD*  
Dean & Professor of Architecture, University of Miami School of Architecture

*Lynn Richards*  
President & CEO, Congress for the New Urbanism

**AICP**  
American Institute of Certified Planners  
Making Great Communities Happen

April 18, 2018

Kelley Klepper, AICP  
1772 Main Street  
3rd Floor  
Sarasota, FL 34236-8836

Re: AICP Certification Verification

Please accept this letter as confirmation that Kelley Klepper, AICP, is a current member in good standing of the American Institute of Certified Planners (AICP), the professional institute of the American Planning Association (APA). The official details of the member's certification are:

**AICP Certification Start Date:** 7/1/1999  
**AICP Certification Number:** 0145172

AICP is the APA's professional institute, providing recognized leadership nationwide in the certification of professional planners, ethics, professional development, planning education, and the standards of planning practice.

AICP certified planners carry a high mark of distinction because they are required to meet rigorous standards, maintain their expertise through continuing education, and serve community interests.

For more information about the requirements to become AICP, please see our website: [www.aicp.org/aicp](http://www.aicp.org/aicp)

Please let us know if we can offer any additional assistance.

Sincerely,  
APA Customer Service  
American Institute of Certified Planners  
The American Planning Association's Professional Institute  
210 N. Michigan Ave., Suite 1200  
Chicago, IL 60601  
[AICP@americanap.org](mailto:AICP@americanap.org)

**AICP**

**B. KELLEY KLEPPER**  
HAS QUALIFIED AS A  
**MEMBER**  
AMERICAN INSTITUTE OF CERTIFIED PLANNERS

JULY 1999  
DATE OF MEMBERSHIP

*Brian Klemke*  
PRESIDENT

*James S. So*  
EXECUTIVE DIRECTOR

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

**STATE OF FLORIDA**  
**BOARD OF PROFESSIONAL ENGINEERS**  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**NIFORATOS, CHRISTOPHER A.**  
7529 DUNBRIDGE DRIVE  
ODESSA FL 33556

**LICENSE NUMBER: PE56881**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
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.

Blair Knighting  
12740 Gray Bay Pkwy W Suite 2350  
Jacksonville, Florida 32258

May 5, 2023

Current Membership Level: Individual  
Membership Number: 13582

Dear Blair:  
The Florida Trust for Historic Preservation appreciates your support of membership this year! You are an important part of protecting Florida's irreplaceable historic resources. Thank you for your confidence in us and your generosity.

Thank you for your membership payment of \$45 to the Florida Trust. Your next renewal date is 4/17/2024. The Florida Trust for Historic Preservation is a 501(c)(3) organization and your contribution is deductible to the extent provided by law. Please consult your tax adviser regarding your personal tax circumstances.

Your generous support helps us fulfill our mission to promote the preservation and inclusive sharing of the diverse architectural, historical and archaeological heritage of Florida through advocacy, education and historic property stewardship. This important work includes our annual Florida's 11 to Save list of the most threatened historic places in the state, continuing stewardship of historic properties, our annual conference and continued education and advocacy work.

As a member we will keep you informed of our progress. To see our most current news, please visit our website and follow us on social media. Again, thank you for your generous contribution and your continued support of the Florida Trust.

Sincerely,  
*Melissa Wylie*  
Melissa Wylie  
CEO & President  
Florida Trust for Historic Preservation

**The American Institute of Certified Planners**  
The Professional Institute of the American Planning Association

hereby qualifies  
**Jessica L. Sick**  
as a member  
with all the benefits  
of a Certified Planner and  
responsibility to the  
AICP Code of Ethics  
and Professional Conduct.

Certified Planner Number: 021531

March 23, 2007

*Jessica L. Sick*  
PRESIDENT

*Paul Farmer*  
EXECUTIVE DIRECTOR

This certificate hereby qualifies  
**Jared R. Schneider, AICP**  
as a member with all the benefits of a Certified Planner  
and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 024814

*Paul Farmer*  
Paul Farmer, FAICP  
Executive Director and CEO

*Paul Inghram*  
Paul Inghram, AICP  
President

**AICP**  
The American Planning Association's  
Professional Institute  
American Institute  
of Certified Planners  
Making Great Communities Happen



**The American Institute of Certified Planners**

The Professional Institute of the American Planning Association

hereby qualifies

**Ryan Suarez**

as a member with all the benefits of a Certified Planner and responsibility to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 021106

July 14, 2006

*Joel Albizo*      *Paul Farn*

PH-308.57      EXECUTIVE DIRECTOR

Ron DeSantis, Governor      Melanie S. Griffin, Secretary

**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**SEALS, JOHN ROBERT**  
5819 Mariner 5819 MARINER ST  
TAMPA FL 33609

**LICENSE NUMBER: PE31505**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
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.

FLORIDA BOARD OF PROFESSIONAL ENGINEERS

This certificate hereby qualifies

**Hanna Shaffer, AICP**

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 33655

*Joel Albizo*      *Mitchell J. Silver*  
Joel Albizo, FASAE, CAE      Mitchell J. Silver, FASCP  
Chief Executive Director      President

**AICP**  
American Institute of Certified Planners  
Creating Great Communities for All

Verify: [www.yourclaim.com/](http://www.yourclaim.com/)

This certificate hereby qualifies

**Alex P Steady**

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 3438

*Joel Albizo*      *Karen Wolf*  
Joel Albizo, FASAE, CAE      Karen Wolf, FASCP  
Chief Executive Director      President

**AICP**  
American Institute of Certified Planners  
Creating Great Communities for All

Verify: [www.yourclaim.com/](http://www.yourclaim.com/)

This certificate hereby qualifies

**William D. Waddill**

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 022348

*Joel Albizo*      *Karen Wolf*  
Joel Albizo, FASAE, CAE      Karen Wolf, FASCP  
Chief Executive Director      President

**AICP**  
American Institute of Certified Planners  
Creating Great Communities for All

Verify: [www.yourclaim.com/](http://www.yourclaim.com/)

Ron DeSantis, Governor      Melanie S. Griffin, Secretary

**STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF LANDSCAPE ARCHITECTURE**

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**WADDILL, WILLIAM D**  
655 NORTH TAMiami TRAIL  
SARASOTA FL 34236

**LICENSE NUMBER: LA0001345**  
**EXPIRATION DATE: NOVEMBER 30, 2025**  
Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/06/2023  
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.

FLORIDA BOARD OF LANDSCAPE ARCHITECTURE



## Exceptions

The indemnity provision, section 7.5.1 on page 15, of the Request for Qualifications (RFQ), is in violation of Florida Statute 725.08. We recommend that you modify this language to make it compliant. Suggested language per Florida Statute 725.08: "The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.



RFQ No. 23-12



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

Prepared for  
**City of Madeira Beach**

Prepared by  
**Kimley»Horn**  
Expect More. Experience Better.

# Meet the Team – Project Management

Item 12C.



Hanna Shaffer, AICP, CNU-A  
*Project Manager*



Nicole Galasso, AICP  
*Deputy Project Manager*



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



# Meet the Team – Subject Area Experts



Jessica Rossi, AICP  
*Economic Development*



Chad Davis, AICP  
*Community Engagement*



Bill Waddill, AICP, PLA  
*Visioning & Urban Design*



Philip DiMaria, AICP, CNU-A  
*Land Use*



Chris Niforatos, P.E., FDEP  
*Resiliency*



Brett Kamm  
*Mapping*



Joe Crozier, AICP  
*Grants & Funding Mechanisms*



# Our Local Experience

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

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

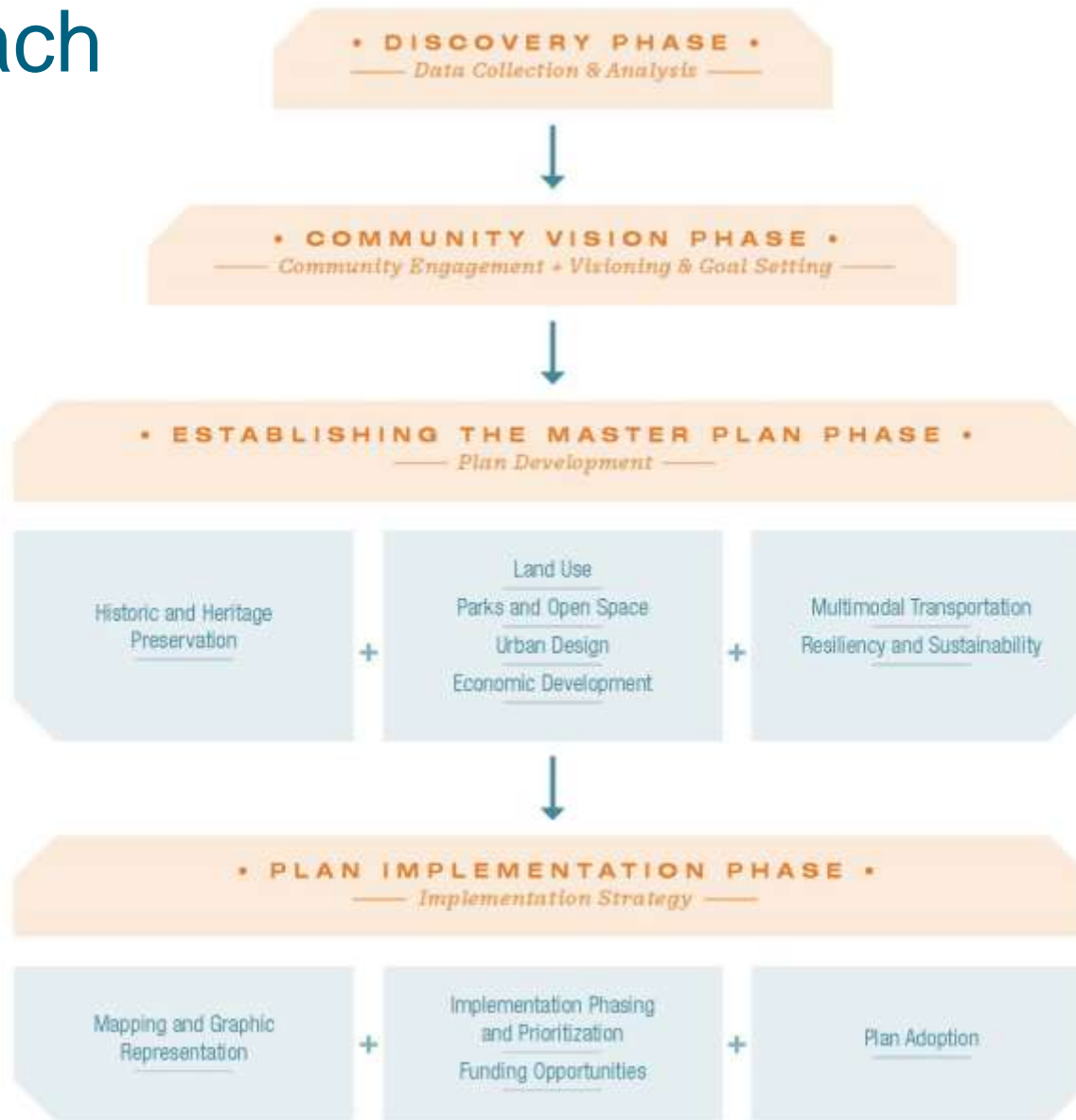


# Project Schedule Overview





# Project Approach



# Project Fee Overview

Item 12C.

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





## Next Steps

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





## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Jay Hatch, Recreation Director

DATE: 02/21/2024

**RE: ADA Bus Purchase**

---

### **Background**

The Recreation Department is requesting approval to purchase a 2023 StarCraft Allstar XL. The purchase is currently budgeted at \$200,000 for FY24. Model1 Commercial Vehicles, Inc has provided a purchase contract consistent with the Florida Sheriffs Association Contract. The Florida Sheriffs Association Contract is Contract #FSA23-VEH21.0, Heavy Trucks and Buses. The vehicle will replace the 2017 StarCraft bus that the City currently owns. The new bus will be ADA accessible and will be the first of its kind owned by the City of Madeira Beach. The new bus will seat 30 passengers plus 2 wheelchairs or a total of 36 passengers. The currently owned 2017 StarCraft seats 21 passengers. The unit price of the 2023 StarCraft is \$218,186.00. Model1 is offering \$34,350.00 for the trade in of the 2017 StarCraft bus. The total contract price for the 2023 StarCraft would be \$184,342.00 with the trade in of the 2017 StarCraft bus. All in all the bus would utilized by the Social Club for larger capacity trips as well as our Summer Camp Program and/or After School Care should we need ADA Capabilities.

### **Fiscal Impact**

\$200,000 is currently budgeted for FY 2024. The 2017 StarCraft Bus is valued at \$34,350.00 for trade in. The total contract price for the 2023 StarCraft would be \$184,342.00 with the trade in of the 2017 StarCraft bus.

### **Recommendation**

Staff recommends approval of purchase contract with Model1 Commercial Vehicle, Inc for the purchase of 2023 StarCraft Allstar XL Bus.

### **Attachments**

- Model1 Commercial Vehicles, Inc Price Proposal
- Model1 Commercial Vehicles, Inc Purchase Contract



# PRICE PROPOSAL

Prepared for

**FSA Item 11 Starcraft  
Allstar XL 36+2**

**CONTACT**

Date Issued:

Name: Les Burres

Phone: 904-537-7710

Email: lburres@model1.com

2023

# Starcraft Allstar XL 36'



Whether you need to fill a spot in your fleet or create an entirely new vehicle, your Model 1 experts have a single top priority: *you*. With a clear understanding of your needs, we find ways to deliver – starting with deep relationships all the way back at the manufacturer level. And with the nation's largest inventory of commercial vehicles, you'll never be short on the best choices to make for your business.

**SALES EXPERIENCE**

550+ Years of Collective Bus  
Sales Experience Servicing Over  
1,500 Customers Annually

**COMPETITIVE PRICING**

Volume Discounts  
Fixed Contract Pricing

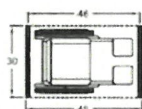
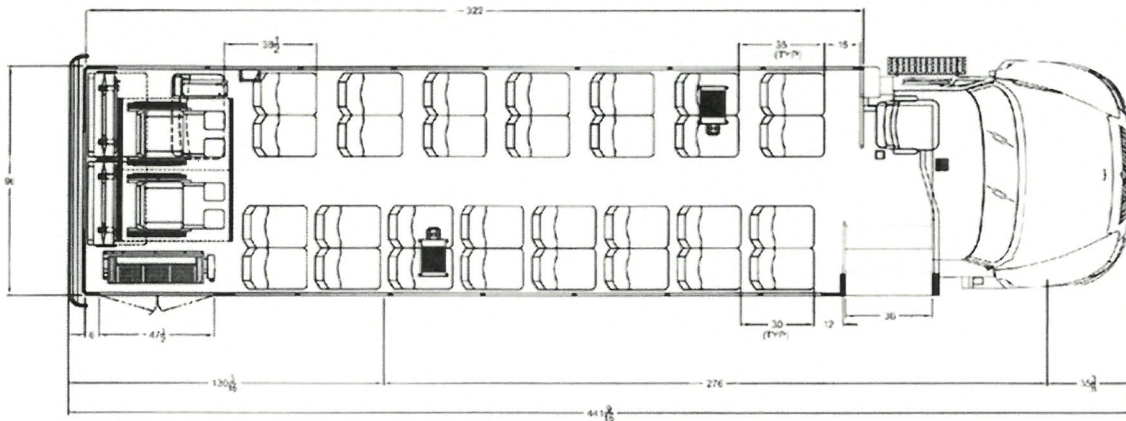
**IN-HOUSE FINANCING**

Seamless Transactions  
Flexible Solutions

**NATIONWIDE NETWORK**

21 Full-Service Locations  
Nationwide Partners with  
25+ Top Manufacturers

# IMAGES & FLOORPLAN



# SPECIFICATIONS

## CHASSIS

- 2023 IC TC Hydraulic Brakes Air Suspension
- Engine: Cummins ISB 6.7 240 HP
- GVWR: 23,500
- Fuel Type: Diesel
- Allison 2500 Transmission

## EXTERIOR

- Exterior Color: White
- Wheelbase: 322"
- 96" wide exterior body
- Fully welded steel cage construction meeting all applicable FMVSS requirements
- "Starview" driver's visibility window in front of entry door
- Electric actuated 36" passenger entry door with full length glass
- 36" wide x 36" high upper double solid tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side, skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Front destination sign window with overhead access door
- Side destination sign window with structure

## INTERIOR

- 81" interior floor to ceiling height
- Flat floor (no wheel wells)
- Floor and wall seat track for flexible seating
- 5/8" exterior grade plywood flooring
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- Sidewall, Rearwall and Ceiling: Grey FRP (fiberglass reinforced plastic)
- Driver Area: Grey padded vinyl
- Flooring: Gerflor Sirius Anthracite Grey
- Yellow step nosing
- Ceiling grab rail (each) on both sides
- 1 1/4" entry grab rail parallel to entrance steps (both sides)
- Stanchion and modesty panel behind driver
- Stanchion and modesty panel behind Entry Door

## A/C & HEAT

- A/C System: TA7733 Super Dual 13, (2) SMC3L COND, (2) 13 CID COMP
- Heater: 70K BTU -Floor Mounted

## LIGHTING

- Door activated interior lights
- LED mid-ship turn/marker lights
- Surface mound LED entry door exterior light

## ELECTRICAL

- Intermotive Flex Tech Electrical System

## AUDIO / VISUAL

- Jensen AM/FM/CD/Blue Tooth/USB Enabled, 4 speakers with mic input and clock
- PA module added to stereo system
- Additional speakers (2)
- Rosco back-up camera system with 7" rearview monitor/mirror combo

## Wheelchair Accessibility

- 34" X 54" Braun wheelchair lift located in the rear of the lift
- Intermotive fast idle w/ Interlock
- 4" Grommet Mount LED
- Wheelchair door upfit package

## ACCESSORIES

- Automatic Q' Straint securement kit (2)
- Q' Straint storage pouch (2)
- Priority seating sign \*\*Required for ADA compliance\*\*
- Wheelchair decal (international symbol of accessibility) each

## SAFETY

- Back-up alarm SAE type C 97 db(A)

## PASSENGER SEATING OPTIONS

- 34 Ambulatory, 0 Wheelchair
- 32 Ambulatory, 1 Wheelchair
- 30 Ambulatory, 2 Wheelchair

## SEATING

### Passenger Seating

- Seat Fabric: Level 6 Duratex Jordan Blue
- Mid high, double seat (15)
- Econo Flip, double seat (2)
- Foldaway seat, double AM Benchback (1)
- Anti-vandal grab handle, black, each on aisle of mid/hi seats (15)
- Seat belt, non- retractable (36)

Driver Seating: OEM seating

# WARRANTY

|                       |  |
|-----------------------|--|
| Manufacturer Warranty | Starcraft: 5 Year / 100,000 Miles  |
| Chassis Warranty      | Basic: 12 Months / Unlimited Miles<br>Powertrain: 4 Years / 50,000 Miles |

All vehicles come with warranty, but Creative Bus Sales offers more value without the added cost.

Our coverage and support come with each of our new vehicles — *standard*.

## **WE PROCESS ALL THE WARRANTY REGISTRATIONS**

We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

## **WE HANDLE ALL THE PAPERWORK**

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

## **REPAIR FACILITIES NEAR YOU**

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

## **NO MORE CLAIM FORMS**

Creative Bus handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

## **LONGER WARRANTY PERIOD**

We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.



---

---

# PRICING

| <i>DESCRIPTION</i>        | <i>AMOUNT</i>        |
|---------------------------|----------------------|
| FSA Item 11 Base Bus Cost | \$140,137.00         |
| FSA Option 11 additions   | \$78,555.00          |
| <b>Total</b>              | <b>\$218,692.00*</b> |

\*Pricing does not include tax.

**FSA Item 11 Options added to Base Bus**

|              |  |                    |
|--------------|--|--------------------|
| 22925        | International Deisel Chassis Cummins ISB 240 HP Allison 2500 | \$18,530.00        |
| 22001        | FRP on Rear wall, Grey                                       | \$390.00           |
| 22000        | FRP on Ceiling, Grey   | \$957.00           |
| 2641         | Trans Air AC 125K BTU TA7733 Super 13 Dual Compressor        | \$20,540.00        |
| 20083        | 65K BTU Floor Mounted Heater (X2)                            | \$1,588.00         |
| 2871         | Install Front Destination Sign Window                        | \$865.00           |
| 2872         | Install Side Destination Side Window                         | \$489.00           |
| 8810         | Door Activated Interior Lights                               | \$71.00            |
| 8287         | Delux AM/FM/CD Radio PA Ready                                | \$581.00           |
| 99           | PA System w/hand mic connected to Radio                      | \$298.00           |
| 20206        | Double WC Door w/Windows                                     | \$1,772.00         |
| 20227        | Braun Lift Century (34"X54")                                 | \$13,221.00        |
| 20390        | Fast Idel w/Interlock- Intermotive IC                        | \$3,452.00         |
| 8689         | Q Straint Wheelchair Tie Downs Max Retractor (X2)            | \$2,438.00         |
| 20267        | Back Up Alarm 97dba  | \$99.00            |
| 99           | Ceiling Grab Rail (Both Sides)                               | \$461.00           |
| 8130         | 1 1/4" Entrance Grab Rail (both sides)                       | \$184.00           |
| 20301        | Stanchion Modesty Panel Behind Driver                        | \$248.00           |
| 8067         | Mid High Double Seat (X5)                                    | \$5,385.00         |
| 20320        | Flip Seat, Double Freedman Mid High (X2)                     | \$3,416.00         |
| 2336         | Foldaway Seat Mid High Bench Seat                            | \$2,190.00         |
| 2311         | Anti-Vandal Grab Handles Aisle seats (X15)                   | \$1,380.00         |
| <b>Total</b> |  | <b>\$78,555.00</b> |



**Model 1 Commercial Vehicles, Inc.**  
 8600 Atlantic Blvd  
 Jacksonville, FL 32211

Phone: (904) 241-6004  
 Fax: (904) 241-0507  
 model1.com

**BUYER'S ORDER CONTRACT**

|   |  |                           |  |
|---|--|---------------------------|--|
| Date:   | February 21, 2024  | Unit #(s):                | 1705617  |
| Customer Name:  | City of Madeira Beach  |                           |  |
| Contact:  | Max Michalski  | Phone:                    | 727-392-0665 X 504   |
| Address:  | 200 Rex Place  | Fax:                      |  |
| City, State, Zip:   | Madeira Beach, FL 33708  | E-Mail:                   | <a href="mailto:mmichalski@madeirabeachfl.gov">mmichalski@madeirabeachfl.gov</a> |
| Customer ID:  |  | Salesperson:              | Les Burres   |
| Ship To Address:  |  |                           |  |
| Ship To Address Cont'd:   |  |                           |  |
| Ship To Phone:  |  | Ship To Email:            |  |
| Finance Source:   |  | Contact:                  |  |
| Address:  |  | Phone:                    |  |
| City, State, Zip:   |  | County:                   |  |
| Description of Vehicle:   | Florida Sheriffs Association Contract 2023 Starcraft Allstar XL IC Diesel 36+2 (Includes Trade for 2017 Starcraft) |                           |  |
| VIN #:  | 5WEEZC8M1PH269590  |                           |  |
| Engine Type:  | Diesel   | FOB Terms:                | Shipping   |
| Number of Passengers:   | 36   | Wheelchair Positions:     | 2  |
| Estimated Delivery Date:  | March 29, 2024   | Payment Terms:            | Net 30 Upon Accept   |
|   |  | Unit Price                | \$ 218,036.00  |
|   |  | Delivery                  | \$ -   |
| Possession State:   | FL   | Incentive (Non-Taxable)   | \$ -   |
|   |  | Rebates (Taxable)         | \$ -   |
|   |  | Doc Prep Fee (Taxable)    | \$ 150.00  |
|   |  | Base Selling Price        | \$ 218,186.00  |
|   |  | Total Taxable Amount      | \$ 183,836.00  |
|   |  | Sales Tax* (Estimated)    | \$ -   |
| 0.000%  | FL - Exempt-NonProfit Organization   |                           | \$ -   |
| Notes:  |  |                           | \$ -   |
| * The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer. |  |                           | \$ -   |
| Sales tax estimate is calculated based on the location in which the customer registers the vehicle.   |  | DMV Fees* (Estimated)     | \$ 500.00  |
| All rebates and incentives will be signed over to Model 1 Commercial Vehicles, Inc.   |  | DMV Electronic Filing Fee | \$ -   |
| California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.   |  | Tire Fee                  | \$ 6.00  |
|   |  | Fees Sub-Total            | \$ 506.00  |
|   |  | Total Price Per Unit      | \$ 218,692.00  |
|   |  | Quantity                  | 1  |
|   |  | Contract Total            | \$ 218,692.00  |
|   |  | 0.00                      |  |
|   |  | Customer Net Trade        | \$ (34,350.00)   |
|   |  | Customer Deposit          | \$ -   |
|   | \$ -   |                           | \$ -   |
|   |  | Balance Due               | \$ 184,342.00  |

Remit To: PO Box 713176, Chicago, IL 60677-0376

**Terms and Conditions:**

1. **DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED.** This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express. Dealer does not affirm or adopt any manufacturer warranties available to this Vehicle or any of its components. **DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS. CUSTOMER ACKNOWLEDGES THIS DISCLAIMER IS MADE IN CAPITALIZED, BOLD AND UNDERLINED FONT AND IS "CONSPICUOUS."** Customer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Customer is purchasing a "new" Vehicle as indicated above, Customer acknowledges that "new" means only that the Vehicle has not been previously titled although the Vehicle may have been used in a demo or a show; new does not create any warranty or expectation of value or performance. Customer understands and agrees that if either of Customer or Dealer should breach this Agreement or if Customer institutes any claim arising out of contract or the purchase of the Vehicle, the statute of limitation for any such claim is limited to one (1) year from the date of sale.
2. **DEPOSIT.** If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.
3. **DEALER NOT AGENT OF MANUFACTURER.** Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Customer's price will be increased by a like amount. If Customer is dissatisfied with the increase, Customer may cancel this order and Customer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Customer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Customer's vehicle, even if such changes are made prior to delivery of the vehicle.
4. **DELAYS.** Customer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.
5. **CUSTOMER'S INSPECTION AND ACCEPTANCE OF VEHICLE.** Customer understands that damage may have occurred to the vehicle at the manufacturer(s) factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Customer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Customer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Customer desires and (ii) utilizing and relying solely upon Customer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Customer such that Customer accepts the vehicle in its condition as of the date Customer signs the front page of this Agreement. Customer further acknowledges that Customer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Customer for the Vehicle. Consequently, Customer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Customer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.
6. **IF NOT A CASH TRANSACTION. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.**
7. **TITLE; ODOMETER STATEMENT.** Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Customer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Customer even though the actual delivery of the Vehicle may be made at a later date. Customer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement. Customer acknowledges receipt of such Federal Odometer Statement.
8. **TRADE-IN.** If Customer is trading in a vehicle, Customer will give Dealer the original bill of sale or the title to the trade-in. Customer promises that any trade-in which Customer gives in this purchase transaction is owned by Customer free of any lien or other claim except as noted on the other side of this Agreement. Customer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Customer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Customer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Customer warrants that the trade-in is or will be properly titled to Customer and/or Customer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

9. REAPPRAISAL OF TRADE-IN. If Customer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

10. FAILURE TO COMPLETE PURCHASE. Customer agrees to pay the balance owed on the terms and accept delivery of the Vehicle within forty-eight (48) hours after being notified that the Vehicle is ready for delivery. Failure to timely accept delivery by Customer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Customer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Customer shall pay to Dealer the amount paid on Customer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Customer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

11. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Vehicle, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Customer acknowledges that Customer shall not seek or recover such incidental or consequential damages from Dealer. Customer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

12. NON-DEALER WARRANTY(S) (IF APPLICABLE). Customer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Customer prior to Customer signing the front side of this Agreement and Customer acknowledges having physically received such written instruments. Customer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Customer has read to Customer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Customer has voluntarily chosen not to read such warranties.

13. TAXES, INSURANCE. Customer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Customer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of delivery. Customer understands that Customer is not covered by insurance on the Vehicle until Customer's insurance company accepts coverage on the Vehicle. Customer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Customer's insurance company accepting coverage on the Vehicle.

14. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Customer brings an action based on this Agreement and does not prevail, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Customer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Customer further agrees in connection with this purchase to waive Customer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. SEVERABILITY. Customer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Customer and Dealer, and Customer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Customer, became part of the basis of Customer's bargain, or is enforceable by Customer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Customer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Customer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Customer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Customer, are not included in this Agreement, and are not enforceable against Dealer.

Authorized Customer's Representative

Model 1 Commercial Vehicles, Inc.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: March 13, 2024

RE: Resolution 2024-01, Statewide Mutual Aid Agreement - 2023

---

## **Background**

The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

The Statewide Mutual Aid Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. The execution of this agreement will replace all previous iterations and is active until a new agreement is drafted and requested by The Division.

## **Fiscal Impact**

Contingent upon the need for mutual aid assistance by City of Madeira Beach or communities covered by the Statewide Mutual Aid Agreement.

## **Recommendation**

Staff recommends approval of Resolution 2024-01, Statewide Mutual Aid Agreement – 2023.

## **Attachment(s):**

Resolution 2024-01, State Mutual Aid Agreement  
Statewide Mutual Aid Agreement - 2023 (Exhibit A to Resolution 2024-01)



**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

**WHEREAS**, the statutes also authorize the State to coordinate the provision of any equipment, services or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

**WHEREAS**, this Resolution authorizes the request, provision and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State.

**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 in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, the Board of Commissioners of the City of Madeira Beach, Florida, does hereby adopt the Statewide Mutual Aid Agreement which is attached hereto as Exhibit A and incorporated herein by reference.

**Section 2.** Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**Section 3.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect or any other section or part of this Resolution.

**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 \_\_\_\_\_, 2024.**

\_\_\_\_\_  
**James “Jim” Rostek, Mayor**

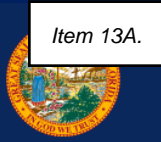
**ATTEST:**

\_\_\_\_\_  
**Clara VanBlargan, MMC, MSM, City Clerk**





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Item 13A.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

**NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.**

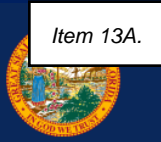
*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk or Deputy Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

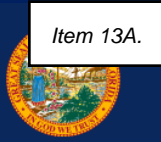
Approved as to Form:

By: \_\_\_\_\_

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

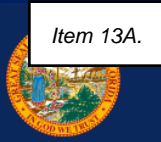
Approved as to Form:

By: \_\_\_\_\_

City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

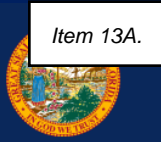
Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
COMMUNITY COLLEGE,  
STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERISTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

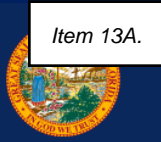
By: \_\_\_\_\_

Attorney for Board





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

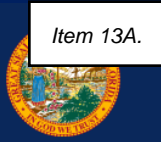
Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

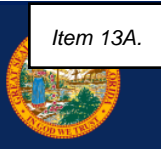
Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 13A.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

By: \_\_\_\_\_

Council Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

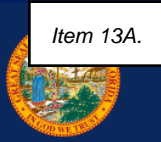
Approved as to Form:

By: \_\_\_\_\_

Attorney for Council



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

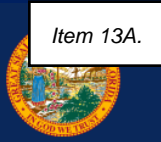
Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### CITY CLERK’S REPORT MARCH 2024

#### 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          | 2 <sup>nd</sup> Wednesday @ 6 p.m.                      |
| Budget Workshop Meeting  | 4 <sup>th</sup> Wednesday @ 4 p.m. (May through August) |
| Regular Workshop Meeting | 4 <sup>th</sup> Wednesday @ 6 p.m.                      |

March 2024 BOC Meetings

|                          |                                       |
|--------------------------|---------------------------------------|
| Regular Meeting          | Wednesday, March 13, 2024 @ 2 p.m.    |
| Special Meeting          | Wednesday, March 27, 2024 @ 5:30 p.m. |
| Regular Workshop Meeting | Wednesday, March 27, 2024 @ 6 p.m.    |

April 2024 BOC Meetings

|                          |                                    |
|--------------------------|------------------------------------|
| Regular Meeting          | Wednesday, April 10, 2024 @ 6 p.m. |
| Regular Workshop Meeting | Wednesday, April 24, 2024 @ 6 p.m. |

#### ATTACHMENTS:

- **CITY OF MADEIRA BEACH HISTORY** - A Groin system at Madeira Beach, Florida (Memo dated April 8, 1976 from City of Madeira Beach Vice-Mayor Marlin H. Eldred to M. P. O’Brien, President of the American Shore and Beach Preservation Association, University of California, Berkeley, California 94720)
- **2024 BOARD OF COMMISSIONERS MEETINGS SUMMARY** – Summary through January and February 2024
- **OPEN DISCUSSION ITEMS** – List provided by Vice Mayor Kerr in January 12, 2024. The City Manager added these items to his list of pending items for future workshop discussions.
- **BOARD MEMBER VACANCY ANNOUNCEMENT** – Civil Service Commission Vacancy Advertisement
- **MARCH 19, 2024 MUNICIPAL ELECTION ADVERTISEMENT – CHARTER AMENDMENT**
- **MARCH 19, 2024 MUNICIPAL ELECTION SAMPLE BALLOTS** - March 19, 2024 Official Presidential Preference Primary Election Ballot and City of Madeira Beach Official Nonpartisan Election Ballot
- **FLORIDA COMMISSION ON ETHICS – ELECTRONIC FINANCIAL DISCLOSURE MANAGEMENT SYSTEM**  
<https://disclosure.floridaethics.gov/Account/Login>

Mad Bch - Encls.

Item 16C.

*Charles  
For your  
History File  
2/2/84*

April 8, 1976

M. P. O'Brien, President  
American Shore and Beach  
Preservation Association  
412 O'Brien Hall  
University of California  
Berkeley, California 94720

|                         |                                     |
|-------------------------|-------------------------------------|
| Date Posted             | APR 08 1976                         |
| Mayor                   | <input checked="" type="checkbox"/> |
| Commissioner District 1 | <input checked="" type="checkbox"/> |
| Commissioner District 2 | <input checked="" type="checkbox"/> |
| Commissioner District 3 | <input checked="" type="checkbox"/> |
| Commissioner District 4 | <input checked="" type="checkbox"/> |
| Return To               |                                     |

*Col  
DB*

Dear Mr. O'Brien:

I have enclosed my version of the story on the Madeira Beach groin field which uses much of the information you provided.

Also enclosed are two glossy prints picturing the improvement provided by the groin system during seventeen years.

I will be pleased to be identified as author. I regret the long delay in finding adequate pictures.

Sincerely,

CITY OF MADEIRA BEACH

Marlin H. Eldred  
Vice-Mayor

MHE/wdh  
Enclosures

cc: Commission Master Board ✓  
City Manager

*No pictures  
were attached  
to this memo.*

A GROIN SYSTEM AT MADEIRA BEACH, FLORIDA

The City of Madeira Beach, located on a Gulf of Mexico barrier island west of Tampa Bay, was suffering from a badly eroding beach prior to 1956. The U.S. Corps of Engineers in a 1947 study had recommended a beach nourishment project with initial costs of about \$7,000,000 with yearly maintenance of \$500,000 to \$1,000,000. This was far beyond any local financing ability since the Corps at that time would participate to a maximum of 20%.

Madeira Beach decided to act on its own in 1956 and to install a system of groins. Designs were studied and a system of 37 groins, 300 feet apart and 210 feet long was selected. Each groin consists of 21 king-piles on 10 feet centers, the lengths from 16 feet to 20 feet at the beach. The tops were at high water. Each pile has 4 inch slots for the 18 inch concrete barrier slabs. The design stipulated that no more than one slab width above the sand line was to be installed at any time. This procedure has been faithfully followed and 77 slabs will be installed in 1976 at a cost of \$3,300.

Madeira Beach sold a \$300,000 bond issue in 1956 to finance the groin system construction. These bonds have been repaid from assessments on the Gulf-front owners, including the City owned portions. No Federal or State participation was involved. The groin system was built in 1957-58, and with the exception of the No. 1 groin at John's Pass, is a viable system today.



In 1959 it became evident that the No. 1 groin at John's Pass was not aligned to accomplish its purpose. A stone rip-rap jetty about 500 feet long aligned with the John's Pass current was built. The cost was \$69,000 with the State of Florida contributing \$19,000.

This groin system has definitely done the job intended. The beach has rebuilt vertically four to six feet and horizontally 150 to 250 feet. In June 1972, Hurricane Agnes caused Gulf Boulevard, which runs 250 to 500 feet east of the beach, to be covered with 2-4 feet of sand. A vertical loss of 1-1½ feet of sand on the beach occurred and the normal off-shore bar moved seaward about 200 feet. However, in less than a week the sand on the beach had reaccreted and the off-shore bar was back to its former position. Whether all this is due to the groins is speculative. However, cities on each side of Madeira Beach suffered much more damage of a more permanent nature.

Some engineers say groins do more damage than good. The Madeira Beach groin system has certainly been a great asset for its beach. No damage is apparent to the adjoining beaches. Since 1961, Treasure Island has had a large amount of accretion on their beach at the north end adjoining John's Pass. Perhaps a study would be worthwhile to determine why the Madeira Beach groin system does work.

Marlin H. Eldred  
Vice-Mayor  
City of Madeira Beach, Florida

**2024 BOARD OF COMMISSIONERS MEETINGS SUMMARY  
(January and February 2024)**

**BOARD OF COMMISSIONERS ATTENDANCE**

- January 10, 2024, BOC Regular Meeting – All present
- January 24, 2024, BOC Regular Workshop – All present
- February 14, 2024, BOC Regular Meeting – All present
- February 28, 2024, BOC Special Meeting - All present
- February 28, 2024, BOC Regular Workshop - All present

**PRESENTATIONS**

January 10, 2024, BOC Regular Meeting

- Gulf Beaches Public Library Board Update & Upcoming Special Events – Helen Price, Library Board Trustee

January 24, 2024, BOC Regular Workshop Meeting

- Introduction of New Hires in the Fire Department
- Fire Crew of the Year, 2024
- Fire Inspector Reclassification to Fire Marshal
- Fire Lieutenant Promotion
- Brian Lowack, President/CEO, Visit St. Pete/Clearwater

February 14, 2024, BOC Regular Meeting

- Gulf Beaches Rotary Contribution – Presented by members of the Gulf Beaches Rotary Club

**PROCLAMATIONS**

January 10, 2024, BOC Regular Meeting

- Certified Registered Nurse Anesthetist Week; January 21-27-2024

**BOARD OF COMMISSIONERS MEETING MINUTES**

January 10, 2024, BOC Regular Meeting

- 2023-12-13, BOC Regular Meeting Minutes – Approved 5-0

February 14, 2024, BOC Regular Meeting

- 2024-01-10, BOC Regular Meeting Minutes – Approved 5-0
- 2024-01-24, BOC Regular Workshop Meeting Minutes – Approved 5-0

**CONTRACTS/AGREEMENTS**

January 10, 2024, BOC Regular Meeting

- FY'24 Capital Garbage Truck Lease Approval – Approved 4-1 (vice Mayor Kerr against)
- RFP# 2023-09, Patriot Park Dock Replacement Bid Acceptance and Approval – Approved 5-0

#### February 14, 2024, BOC Regular Meeting

- Field Internship Agreement with SPC – Approved 5-0
- RFP 2023-11, Digital Information Sign Purchase – Approved 5-0
- Purchase 2023 Chevy Silverado 5500 Regular Cab 2WD – Approved 5-0
- Fireworks Agreement – Approved 5-0

### **LETTER OF SUPPORT**

#### February 14, 2024, BOC Regular Meeting

- Tampa Bay Coastal Master Plan Letter of Support from the City of Madeira Beach Mayor, James “Jim” Rostek – Approved 5-0

### **PUBLIC HEARINGS – ORDINANCES**

#### January 10, 2024, BOC Regular Meeting

- Ordinance 2023-21, Dune Protection and Beach Debris – 2<sup>nd</sup> Reading and Public Hearing – Approved 5-0
- Ordinance 2023-33, Amendment to Capital Improvement Element of the Comprehensive Plan – 2<sup>nd</sup> Reading & Public Hearing – Approved 5-0
- Ordinance 2024-01, Calling the March 19, 2024 Municipal Election – 1<sup>st</sup> Reading & Public Hearing – Approved 5-0

#### February 14, 2024, BOC Regular Meeting

- Ordinance 2024-01, Calling the March 19, 2024 Municipal Election – 2<sup>nd</sup> Reading & Public Hearing – Approved 5-0
- Ordinance 2024-03, An ordinance adopting a code provision regarding parking meter overtime and failure to pay provisions - 1<sup>st</sup> Reading & Public Hearing – Approved 5-0

### **PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATION**

#### February 14, 2024, BOC Regular Meeting

- (2COP) Alcoholic Beverage License Application# 2024-01 Osaka Japanese and Thai Restaurant of Madeira Beach – Approved 5-0

### **REPORTS/CORRESPONDENCE – ELECTED OFFICIALS & CHARTER OFFICERS**

#### January 10, 2024, BOC Regular Meeting

- City Clerk Report – January 2024

#### February 14, 2024, BOC Regular Meeting

- City Attorney – Updates: Schooner Litigation (Burke versus the City of Madeira Beach); William Gay versus Hendricks, Andrews, Hodges, and Price; and Fire Station Litigation

- City Clerk's Report – February 2024
- City Manager's Report – December 2023 and January 2024

## REPORTS - STAFF

### WORKSHOP AGENDA SETTING - PROPOSED ITEMS FOR UPCOMING WORKSHOP

#### January 10, 2024, BOC Regular Meeting (proposed items for January 24, 2024, BOC Regular Workshop)

- Live-boards Boats Anchoring
- Update on Stuart Park Resident Parking
- Update on Fitness Center
- JPV Zoning

#### February 14, 2024, BOC Regular Meeting (proposed items for the February 28, 2024, BOC Regular Workshop)

- Purchase Kubota Mini Excavator
- City Hall Satellite Office
- RFI 2023-14 Coastal Groin Restoration bid discussion
- JPV Activity Center and Zoning
- TBBCC Check Presentation
- Master Plan
- Roles and Responsibilities as Commission Members (added by Commissioner Brooks)

### WORKSHOP MEETING DISCUSSIONS

#### January 24, 2024, BOC Regular Workshop Meeting

- Boats, Live-boards and Anchoring
- FEMA/City Participation in Mitigation Restoration/Flooding Prevention Programs - The consensus of the Board was to move forward with it.
- Board of Commissioners to schedule a Special Meeting in March following the March 19, 2024 Municipal Election and Certification of Election Results: Reporting the Election Results of the Charter Amendment and Induction into Office - Ray Kerr and David Tagliarini to serve a new two-year term as District Commissioner – The Special Meeting was scheduled for 5:30 p.m., Wednesday, March 27, 2024.
- John's Pass Village Activity Center Zoning - The Board asked the presenters to identify and include the structures with high densities in John's Pass Village in their next presentation.
- RFP 2023-11 Digital Information Sign – The consensus of the Board was to move forward with it.
- Kitty Stuart Park Parking Lot Overview: Financial Status, Increased Utilization, and User Engagement – The consensus of the Board was to continue with the trial.
- Refuse Collection Contracted Service Analysis – The consensus of the Board was not to outsource the garbage collection.

- Fitness Center - The consensus of the Board was to bring back the yearly cost to continue with the open registration.
- City Sponsored Fireworks - The consensus of the Board was to bring a contract with proposed dates back to the next regular meeting for approval.

February 28, 2024, BOC Regular Workshop

- BOC Roles & Responsibilities
- Code Enforcement/Satellite Office - The consensus of the Board was to move forward with the project.
- City of Madeira Beach Master Plan – Presented by Kimley-Horn
- John’s Pass Village Activity Center Plan and Zoning
- Statewide Mutual Aid Agreement – 2023
- Redington Emergency Services Building Update
- ADA Bus Purchase
- City Attorney Trask gave an update on William Gay versus Hendricks, Andrews, Hodges, and Price

**BOC SPECIAL MEETINGS for OUT OF THE SUNSHINE MEETING (SHADE)**

- February 28, 2024; 4:00 p.m. - City of Madeira Beach vs. Wannemacher Jensen Architects, Inc. and Hennessy Construction Services Corp., Case #23-7114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

**OPEN DISCUSSION ITEMS**  
**Submitted by Vice-Mayor/Commissioner Kerr, 1/12/2024**

1. Comprehensive Plan 20-Year Update
2. 95th Street property
  - Property was sold to others
  - Was this due to the time it took for the City to make an offer?
3. Planned Development versus Zoning Guidelines
  - Does a PD override all Zoning Guidelines
    - Setbacks
    - Impervious Surface Ratio
    - Height
    - FAR
    - Intensity & Density
  - PD – Summary mailing to residents prior to approval?
4. Copper phone lines – Removal by Frontier
5. Campaign signs
  - Where can they be placed?
  - Does the Building Department have maps showing Right-of-Ways?
  - If so, should these maps be included with the campaign packets?
6. Tear Drop Park sprinklers & Improvements
  - Parking / benches / Community Pavilion
7. Residential Impact Fees – Removal
8. Sidewalk width standards
9. Public Trash Containers
10. No wake zone update
  - Enforcement
  - Signage
11. Compare Maps:
  - Nonconforming pre-2007 & post-2023 after adopting county-wide future land use.
12. Base Flood Elevation (BFE)
  - Building Height start from 4' above BFE + 4' freeboard?
13. PD - mailing to residents prior to approval?

14. City Solar projects
15. Sea wall height / Tampa Bay Regional Planning Council - 5' minimum elevation
16. Marina Development Restrictions – Lobbyist
  - Public Works Building Design Input
17. Kimley-Horn: Undergrounding: The Hidden Helper of Disaster Prep. / Grants (presentation by Kevin Schanen with Kimley-Horn)
18. Red Tide / BIG-C / Support Presenter to BIG-C (would have to review BIG-C minutes for details)
19. Parking Garage(s) at both neighborhood centers
20. Can Old Salt contribute to candidates since they hold agreements with the City?
21. Kitty Stuart Park landscaping
22. Schooner status
23. Live aboard pump-out logs
24. City dog park improvements
25. Dune protection
26. Crosswalk lighting review
27. Pocket Parks / Updates
28. JPV Proposed Dock

# CITY OF MADEIRA BEACH PUBLIC NOTICE

Item 16C.

## BOARD MEMBER VACANCY ANNOUNCEMENT

The City of Madeira Beach is seeking applications to fill an expired term on the Civil Service Commission. The new term expires 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 a City of Madeira Beach citizen and 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](mailto:cvanblargan@madeirabeachfl.gov)

Boards, Commissions, and Committees are a valuable part of the local government process. The members are volunteers and provide a great service to the City and to the community. Duties and responsibilities include assisting in 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 and Planning Commission serve without compensation, but may be reimbursed for training, travel, mileage, and per diem expenses provided by law.

Interested persons must submit an application to the City Clerk no later than Tuesday, April 2, 2024 to be considered for appointment at the 6:00 p.m., Wednesday, April 10, 2024, Board of Commissioners Regular Meeting located in the Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

**Submit completed and signed applications to:**

City Clerk  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708  
[cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov)  
727-391-9951, ext. 231 or 232

400



**THE CITY OF MADEIRA BEACH, FLORIDA**  
**PUBLIC NOTICE**  
**MUNICIPAL ELECTION**  
**TUESDAY, MARCH 19, 2024**

Item 16C.

**TO THE QUALIFIED ELECTORS** of the City of Madeira Beach, Florida, in accordance with the provisions of the City Charter, City of Madeira Beach, Florida and the State of Florida Election Code, PUBLIC NOTICE is hereby given and published that a Municipal Election will be held on Tuesday, March 19, 2024, in the City of Madeira Beach, Florida, for the purpose to get voter approval on one Charter Amendment:

**BALLOT QUESTION**  
**MARCH 19, 2024 MUNICIPAL ELECTION BALLOT**

**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

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.

**Polling Locations**

For the March 19, 2024 Municipal Election, the polls will be open from 7:00 a.m. to 7:00 p.m. and the polling locations for the City of Madeira Beach voters to vote in the Election are as follows:

- Precinct 415 - Madeira Beach Municipal Building, City Centre Room, 300 Municipal Drive, Madeira Beach, Florida 33708;
- Precinct 301 - Faith Community Church of Seminole, 11501 Walker Avenue, Seminole, Florida 33772.

The Pinellas County Canvassing Board is the Canvassing Board for the City of Madeira Beach to canvass the results of this Municipal Election on Tuesday, March 19, 2024. Location: Election Service Center, 13001 Starkey Road, Largo 33773.

For further information, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231 or 232.

02/28/2024

0000331046-01

LEGAL NOTICE

**LA CIUDAD DE MADEIRA BEACH, FLORIDA**  
**AVISO PÚBLICO**  
**ELECCIÓN MUNICIPAL**  
**MARTES, 19 DE MARZO DE 2024**

**A LOS ELECTORES CALIFICADOS** de la Ciudad de Madeira Beach, Florida, de conformidad con las disposiciones de el Estatuto de la Ciudad, Ciudad de Madeira Beach, Florida y el Estado de Florida Código Electoral, AVISO PÚBLICO se da por la presente y publicado que una Elección Municipal se celebrará el martes, 19 de marzo 2024, en la Ciudad de Madeira Beach, Florida, con el fin de obtener la aprobación de los votantes en una enmienda al Estatuto:

**PREGUNTA EN LA BOLETA**  
**BOLETA PARA LA ELECCIÓN MUNICIPAL DEL 19 DE MARZO DE 2024**

**Ciudad de Madeira Beach**  
**Enmienda a los Estatutos**

**Enmendar el Período de Calificación a la Primera Semana Completa de Diciembre**

Esta enmienda al Estatuto modificaría la Sección 3.3(A) del Estatuto para cambiar el Período de Calificación de los Candidatos a la primera semana completa de diciembre en lugar de las dos primeras semanas completas de diciembre. ¿Se debe modificar el Estatuto?

Sí

No

Si los votantes aprueban la enmienda al Estatuto en las Elecciones Municipales del 19 de marzo de 2024, esta entrará en vigor para el período de calificación de candidatos que comienza en diciembre de 2024 para las Elecciones Municipales de marzo de 2025.

**lugar de votación**

Centros de votación Para las Elecciones Municipales del 19 de marzo 2024, las urnas estarán abiertas de 7:00 a.m. a 7:00 p.m. y los lugares de votación para la Ciudad de Madeira Beach para que los votantes a voten en las elecciones son los siguientes:

- Precinto 415 - Madeira Beach Edificio Municipal, Sala del Centro de la Ciudad, 300 Municipal Drive, Madeira Beach, Florida 33708
- Precinto 301 - Faith Community Church of Seminole, 11501 Walker Avenue, Seminole, Florida 33772.

La Junta de Escrutinio del Condado de Pinellas es la Junta de Escrutinio de la Ciudad de Madeira Beach para escutar los resultados de estas Elecciones Municipales el martes 19 de marzo de 2024. Lugar: Centro de Servicios Electorales, 13001 Starkey Road, Largo 33773.

Para más información, póngase en contacto con City Clerk Clara VanBlargan en 727-391-9951, ext. 231 o 232.

401

02/28/2024

0000331046-01

|       |                     |     |
|-------|---------------------|-----|
| 301.1 | Style / Estilo 1175 | 1-5 |
|-------|---------------------|-----|

**Official Presidential Preference Primary Election Ballot**  
**Pinellas County, Florida - March 19, 2024**  
**Republican Party**

**Boleta Electoral Oficial para Elecciones Primarias de Preferencia Presidencial**  
**Condado de Pinellas, Florida - 19 de marzo de 2024**  
**Partido Republicano**

- To vote, fill in the oval completely (●) next to your choice.
  - Use ballpoint pen with black ink. If you make a mistake, ask for a new ballot.
- Para votar, llene por completo el óvalo (●) que se encuentra junto a su selección.
  - Use un bolígrafo de tinta negra. Si comete algún error, pida una boleta electoral nueva.

|                                     |   |  |
|-------------------------------------|---|--|
| <b>President</b><br>(Vote for One)  | <b>City of Madeira Beach<br/>Charter Amendment</b>          |  |
| <b>Presidente</b><br>(Vote por Uno) | <b>Ciudad de Madeira Beach<br/>Enmienda a los Estatutos</b> |  |

- Ryan L. Binkley
- Chris Christie
- Ron DeSantis
- Nikki R. Haley
- Asa Hutchinson
- Vivek Ramaswamy
- Donald J. Trump

**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?

**Enmendar el Período de Calificación a la Primera Semana Completa de Diciembre**

Esta enmienda al Estatuto modificaría la Sección 3.3(A) del Estatuto para cambiar el Período de Calificación de los Candidatos a la primera semana completa de diciembre en lugar de las dos primeras semanas completas de diciembre. ¿Se debe modificar el Estatuto?

- Yes / Sí
- No / No

|       |                     |     |
|-------|---------------------|-----|
| 301.1 | Style / Estilo 3028 | 3-4 |
|-------|---------------------|-----|

**Official Nonpartisan Election Ballot**  
**March 19, 2024**  
**Pinellas County, Florida**

**Boleta Electoral Oficial para Elecciones No Partidista**  
**19 de marzo de 2024**  
**Condado de Pinellas, Florida**

- To vote, fill in the oval completely (●) next to your choice.
- Use ballpoint pen with black ink. If you make a mistake, ask for a new ballot.
- Para votar, llene por completo el óvalo (●) que se encuentra junto a su selección.
- Use un bolígrafo de tinta negra. Si comete algún error, pida una boleta electoral nueva.

**City of Madeira Beach  
 Charter Amendment**

**Ciudad de Madeira Beach  
 Enmienda a los Estatutos**

**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?

**Enmendar el Período de  
 Calificación a la Primera  
 Semana Completa de Diciembre**

Esta enmienda al Estatuto modificaría la Sección 3.3(A) del Estatuto para cambiar el Período de Calificación de los Candidatos a la primera semana completa de diciembre en lugar de las dos primeras semanas completas de diciembre. ¿Se debe modificar el Estatuto?

- Yes / Sí
- No / No