



**BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA  
Wednesday, July 08, 2026 at 6:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708**

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

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- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
- 3. ROLL CALL**
- 4. APPROVAL OF THE AGENDA**
- 5. PROCLAMATIONS - Mayor**
- 6. PRESENTATIONS (limited to 10 minutes each)**
- 7. PUBLIC COMMENT**

*Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record, and the organization or group you represent. Please limit your comments to five (5) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.*

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

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

- 8. APPROVAL OF THE MINUTES**

**A.** 06-10-2026, BOC Regular Meeting Minutes

[B.](#) 06-11-2026, BOC Strategic Public Workshop Meeting Minutes (Kimley-Horn)

[C.](#) 06-24-2026, BOC Budget Workshop #3 Meeting Minutes

[D.](#) 06-24-2026, 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.*

[A.](#) City Attorney Contract Services Renewal - Trask Daigneault, LLP

[B.](#) GrantWorks Piggyback Agreement with Lake County

## 10. PUBLIC HEARINGS

[A.](#) Ordinance 2026-07, Charter Amendments Relating to Municipal Election Dates, Candidate Qualifying Periods, Term Transition Provisions, and Referendum Questions – 1st Reading & Public Hearing

[B.](#) Ordinance 2026-06, Vacation of Right-of-Way Request – Portion of Fisherman’s Alley (2nd Reading / Public Hearing)

[C.](#) Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning (2nd Reading/Public Hearing)

[D.](#) John's Pass Village Hotel Planned Development (PD) - Development Agreement

## 11. UNFINISHED BUSINESS

[A.](#) Resolution 2026-06, Moratorium on collection of mobility fee

## 12. NEW BUSINESS

## 13. CONTRACTS/AGREEMENTS

[A.](#) Forward Pinellas Interlocal Agreement for Planning and Mapping Services and/or Special Project Work with The City of Madeira Beach

## 14. AGENDA SETTING (July 22, 2026, BOC Regular Workshop)

A. Exhibit A.1 DRC Agreement ILA PC Debris and Collection Agreement

B. RFQ for Land Development Regulations and Code of Ordinances

C. Limited use parking along Gulf Blvd

- D. FY 2027 Pinellas County Sheriff's Office Contract
- E. Stormwater Analysis & Survey of what the fees charged from other Pinellas County communities
- F. Aclarian Financial Consultant & Contracts Extension Renewal Discussion
- G. FY 2027 Sheriff's Office Contract Discussion
- H. Fees & Collections Manual Discussion
- I. Holiday Decor - Proposal with and without solar options

## 15. REPORTS/CORRESPONDENCE

- A. Board of Commissioners - Reports/Correspondence
- B. Board of Commissioners - 2026 Meetings Report (Jan - June) - Informational
- C. City Attorney
- D. City Clerk's Report - Town of Madeira Beach First Municipal Zoning Ordinance
- E. City Manager

## 16. RESPOND TO PUBLIC COMMENTS/QUESTIONS

## 17. ADJOURNMENT

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

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



**MINUTES**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**JUNE 10, 2026**  
**6:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on June 10, 2026, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

**MEMBERS PRESENT:** Anne-Marie Brooks, Mayor  
 Eddie McGeehen, Vice Mayor/Commissioner District 3  
 David Tagliarini, Commissioner District 1  
 Charles "Chuck" Dillon, Commissioner District 2  
 Housh Ghovae, Commissioner District 4

**MEMBERS ABSENT:** None

**CHARTER OFFICERS PRESENT:** Mike Helfrich, City Manager  
 Clara VanBlargan, City Clerk  
 Andrew Laflin, Finance Director Consultant  
 Thomas Trask, City Attorney

**1. CALL TO ORDER**

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

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

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

**4. APPROVAL OF THE AGENDA**

Prior to approval of the Agenda, Mayor Brooks requested that the Presentation be moved after the Consent Agenda.

Commissioner Tagliarini motioned to move the Presentation to after the Consent Agenda. Commissioner Dillon seconded the motion.

**ROLL CALL:**

|                         |       |
|-------------------------|-------|
| Commissioner Tagliarini | "YES" |
| Commissioner Dillon     | "YES" |
| Vice Mayor McGeehen     | "YES" |
| Commissioner Ghovae     | "YES" |
| Mayor Brooks            | "YES" |

The motion carried 5-0.

**5. PROCLAMATIONS**

There were no Proclamations.

**6. PRESENTATIONS**

The Item was moved to after the Consent Agenda.

**7. PUBLIC COMMENT**

Captain Dylan Hubbard of Hubbard's Marina, representing the John's Pass Business Association, addressed the Commission in support of the City's ongoing exploration of parking garage options on both the north and south sides of the City. He expressed the view that John's Pass and the City function as partners, noting that parking revenue generated at John's Pass is a significant source of income for the City. He urged continued collaboration and expressed a desire to work with the City to drive additional revenue back to John's Pass for beautification and advertising. He also voiced continued support for the replacement of the Jetty sidewalk as quickly as possible and proposed a framework under which the John's Pass Village Business Association could assist the City in making events more successful, with proceeds potentially earmarked for John's Pass improvements.

John Scott, a resident on behalf of West Parsley Drive, East Parsley Drive, and Marguerite Drive, criticized the City for the poor condition of streets in the West Parsley, East Parsley, and Marguerite Drive neighborhood following post-hurricane flood mitigation construction by Harbor Construction Company. He described the situation as a "nightmare," stating that residents had endured over a year of dirt roads, damaged sprinklers and sod, destroyed landscaping, and dust clouds that made outdoor life untenable. He alleged that the contractor failed to restore the neighborhood as promised, that no workers spoke English, and that the flood drainage improvements were not functioning properly. He previously provided the City with documentation showing standing water shortly after rainfall and stated his intent to pursue legal action, including a predicate lawsuit regarding the company's hiring process and a public nuisance lawsuit under Florida Statute 823 if the roads were not repaired. He noted that he had spoken with City staff and was informed that road repairs were expected within three weeks. He concluded by asking which Commissioner represented his district and stated that he would return at the next meeting if conditions had not improved.

Robert Stallman, 14109 West Parsley Drive, seconded Mr. Scott's comments and presented printed photographs to the City Clerk documenting the deteriorating condition of the neighborhood streets, including weeds and grass growing through the roadway surface. He described the situation as

"quite unfortunate" given what residents had already endured and respectfully requested that the streets and related improvements be completed.

**8. APPROVAL OF MINUTES**

- A. 2026-05-13, BOC Regular Meeting Minutes**
- B. 2026-05-21-2026, BOC Special Meeting Minutes**
- C. 2026-05-27, BOC Budget Workshop #2 Meeting Minutes**
- D. 2026-05-27, BOC Regular Workshop Meeting Minutes**
- E. 2026-05-27, BOC Special Meeting Minutes**

Commissioner Tagliarini motioned to approve the meeting minutes as written. Commissioner Dillon seconded the motion.

ROLL CALL:

|                         |       |
|-------------------------|-------|
| Commissioner Tagliarini | "YES" |
| Commissioner Dillon     | "YES" |
| Commissioner Ghovae     | "YES" |
| Vice Mayor McGeehen     | "YES" |
| Mayor Brooks            | "YES" |

The motion carried 5-0.

**9. CONSENT AGENDA**

- A. 2026 Ford F550 4X4 Dump Truck Purchase**
- B. Amendment to Pinellas County Interlocal Agreement to share cost with FDEP for NPDES MS4 Permit**
- C. Hearing Officers for Post-Grievance Hearings**

Mayor Brooks read the items on the Consent Agenda.

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

Commissioner Tagliarini motioned to approve the Consent Agenda as written. Commissioner Dillon seconded the motion.

ROLL CALL:

|                         |       |
|-------------------------|-------|
| Commissioner Tagliarini | "YES" |
| Commissioner Dillon     | "YES" |
| Vice Mayor McGeehen     | "YES" |
| Commissioner Ghovae     | "YES" |
| Mayor Brooks            | "YES" |

The motion carried 5-0.

The Presentation was further deferred by Mayor Brooks, without objection, to follow the Public Hearings.

**10. PUBLIC HEARINGS**

**A. Ordinance 2026-03, 555 150<sup>th</sup> Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial – 2nd Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2026-03 by title only.

**ORDINANCE 2026-03**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY LOCATED AT 555 150<sup>TH</sup> AVENUE, PARCEL IDENTIFICATION NUMBER 09-31-15-00000-140-0100, FROM PD PLANNED DEVELOPMENT, TO C-4 MARINE COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

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

Commissioner Ghovae motioned to adopt Ordinance 2026-03, 555 150<sup>th</sup> Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial after second reading and public hearing. Vice Mayor McGeehen seconded the motion.

**ROLL CALL:**

- Commissioner Ghovae "YES"
- Vice Mayor McGeehen "YES"
- Commissioner Dillon "YES"
- Commissioner Tagliarini "YES"
- Mayor Brooks "YES"

The motion carried 5-0.

City Attorney Trask provided background, advising the Commission that Items B, C, and D under the Public Hearings section all relate to the same development project, the John’s Pass Village Hotel, but would be handled separately. He noted that the vacation of right-of-way (Item B) is legislative, the PD rezoning (Item C) is quasi-judicial, and the Development Agreement (Item D) is a discussion item only.

**B. Ordinance 2026-06, Vacation of Right-of-Way Request – Portion of Fisherman’s Alley – 1st Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2026-06 by title only.

**ORDINANCE 2026-06**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, VACATING THE PORTION OF FISHERMAN'S ALLEY ABUTTING LOTS 2 THROUGH 7 AND LOTS 14 THROUGH 19 OF BLOCK 1 OF MITCHELL'S BEACH JOHNS PASS THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

Kathryn Younkin, Senior Planner with over ten years of experience in local government planning, presented the staff report on the right-of-way vacation. She explained that the applicant seeks to vacate a portion of Fisherman's Alley within the block bounded by Village Boulevard and East End Lane, between 129th Avenue and Boardwalk Place East. Ms. Younkin stated that the applicant notified all listed utility companies, receiving either letters of no objection or requests for relocation easements, which would remain in place temporarily until utilities are relocated. She stated that the vacation is supported by policies in the Madeira Beach Comprehensive Plan, the Countywide Plan, and the Land Development Regulations, and that vacating the alley would allow parking garage access to be internal to the site, hidden from the public right-of-way by retail, restaurant, and hotel uses on the lower and upper floors.

The City Attorney said they can open the floor for public presentation.

Brian Aungst, attorney with offices at 65 Court Street, appeared on behalf of the applicant, JPV Hotel Property LLC, represented by Mr. Karnes and Mr. Winters. Mr. Aungst offered a full PowerPoint presentation but suggested deferring to the next agenda item, given the quasi-judicial posture of that proceeding. He did, however, raise a specific request regarding the right-of-way vacation; he asked the Commission to waive the privilege fee otherwise required under Land Development Code Section 112.95. He argued that the applicant was providing a substantially greater public benefit in return for the vacation than the Code's fee is designed to compensate for, specifically, the dedication of approximately 16,000 square feet of property for the extension of Pelican Lane from 129th Avenue to Boardwalk Place East, and the development of publicly accessible open space with public restrooms, in exchange for vacating only 3,360 square feet of Fisherman's Alley. He read the relevant Code subsection, which provides that the privilege fee may not apply when the petitioner will convey necessary real property for rights-of-way equal to or exceeding the total square footage vacated, as determined by the City Manager or designee. Mr. Aungst acknowledged that the current City Manager was not present during prior negotiations and stated he did not wish to put anyone on the spot, but he requested the waiver.

Ms. Younkin clarified staff's position. The relevant code language addresses "real property for rights of way," and the proposed Pelican Lane extension would not be dedicated as a right-of-way but as a perpetual public access easement over private property. This distinction led staff to believe the Code threshold was not technically met, which is why the privilege fee was included as a condition of approval.

Mayor Brooks opened the floor to public comment.

Stephanie Berry, owner of Woody's Water Sports on Boardwalk Place East, stated that her business serves more than 30,000 customers per year and that none of them use Fisherman's Alley. She expressed support for the Pelican Lane extension and noted that the current configuration of

Fisherman's Alley creates confusion for drivers navigating the one-way street. She expressed confidence that extending Pelican Lane would improve traffic flow through the area.

Captain Dylan Hubbard of Hubbard's Marina echoed Ms. Berry's sentiments. He noted that, in his experience operating Don's Dock since October 2022, Fisherman's Alley is rarely used by anyone other than confused motorists, and that the vacation would not harm John's Pass, while the extension of Pelican Lane would substantially beautify the area.

Mr. Aungst explained that the extension is structured as an easement rather than a dedicated right-of-way for the City's benefit. Under that arrangement, the developer, not the City, bears the liability and maintenance obligations for the space. He noted that the easement is perpetual, so the public benefit is permanent.

Commissioner Tagliarini asked Ms. Younkin why she voiced a public easement over private property. Ms. Younkin responded that Section 112.95 of the Code noted that the petitions would convey the necessary real property for rights-of-way; the right-of-way is dedicated to the public. Commissioner Tagliarini asked whether anything would prevent them from proceeding without charging the fee. The City Attorney said they could waive it. Section 1D of the Ordinance is a provision, and they could require its deletion. That is what is requiring it as a condition of approval, and the City Manager would probably follow that lead and not require payment. Commissioner Tagliarini did not have a problem waiving the fee.

Commissioner Dillon expressed concern that the issue had emerged late in the process, without a clear staff recommendation, and stated he was unsure where staff's position stood. Ms. Younkin clarified that they were not opposed to the waiver, had consistently followed the literal language of the Code, and wanted to ensure the Commission was making an informed decision.

Commissioner Tagliarini motioned to approve Ordinance 2026-06, Vacation of Right-of-Way Request – Portion of Fisherman's Alley after first reading and public comment and advance it to second reading on July 8, 2026, and delete Subparagraph D Section 1. Commissioner Ghovae seconded the motion.

ROLL CALL:

- Commissioner Tagliarini "YES"
- Commissioner Ghovae "YES"
- Commissioner Dillon "YES"
- Vice Mayor McGeehen "YES"
- Mayor Brooks "YES"

The motion carried 5-0.

**C. Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning – 1st Reading & Public Hearing**

City Attorney Tom Trask read Ordinance 2026-05 by title only.

## ORDINANCE 2026-05

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 214 BOARDWALK PLACE EAST, 210 BOARDWALK PLACE EAST, 206 BOARDWALK PLACE EAST, 204 BOARDWALK PLACE EAST, BOARDWALK PLACE EAST (2 PARCELS), 146 BOARDWALK PLACE EAST, 129TH AVE EAST (5 PARCELS), CONSISTING OF APPROXIMATELY 1.457 ACRES, FROM JOHN'S PASS VILLAGE ACTIVITY CENTER (C-1) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

The City Attorney said the Charter requires a supermajority vote under Section 4.5.C. He said the affected parties have an opportunity to provide the City with notices of intent to become effective parties. The City received one from Fishrunner, LLC and from Susan Zirmeskie, who was not present. He said he would set it aside, leaving no effective parties other than the applicant, JPV Hotel Property, LLC.

The City Attorney advised that this is a quasi-judicial proceeding in which the Board of Commissioners acts in a quasi-judicial rather than a legislative capacity. At this hearing, the Board's function is not to make law but to apply law that has already been established. The Board is required by law to make findings of fact based on evidence presented at the hearing and to apply those findings to previously established criteria contained in the Code of Ordinances in order to make a legal decision regarding the application before it. The Board may consider only evidence that the law deems competent, substantial, and relevant to the issues. If the competent, substantial, and relevant evidence at this hearing demonstrates that the applicant has met the criteria established in the Code of Ordinances, the Board is required by law to find in favor of the applicant. Conversely, if the competent, substantial, and relevant evidence at this hearing demonstrates that the applicant has failed to meet the criteria established in the Code of Ordinances, the Board is required by law to find against the applicant.

The City Attorney asked whether any Commission member wanted to disclose any ex parte communications or needed to disclose any. There were none. He asked whether any of them needed to disclose any conflicts of interest. There were none. He swore in those who were going to testify. The order of presentation would be the City first, then the applicant, and then the public.

### City Presentation

Kathryn Younkin, Senior Planner with over 10 years of planning experience in local government, presented a PowerPoint on staff's behalf.

The purpose and intent of the planned development rezoning are to accommodate integrated, well-designed developments in accordance with development plans approved by the PD division. The district is intended to provide design flexibility and to encourage imaginative, functional, high-quality land planning and development for uses consistent with the applicable future land use plan category and compatible with adjacent and nearby lands and activities.

The PD development must meet the intent and criteria (including, but not limited to, density, intensity, and impervious surface ratio) of the future land use plan categories in the Madeira Beach Comprehensive Plan and the plan categories in the Countywide Plan.

This development is consistent with the density, intensity, and impervious surface ratio established by the Madeira Beach Comprehensive Plan, the Countywide Plan, and the C-1 John's Pass Activity Center Zoning regulations.

The applicant requests rezoning of 1.457 acres (including the area in the requested vacation of the right-of-way) from John's Pass Village Activity Center (C-1) to Planned Development (PD) to allow for the construction of the following:

- Hotel: 87 units (24 studios, 32 one-bedroom, 28 two-bedroom, 3 three-bedroom) Retail: 7,550 square feet
- Proposed Breakdown:
  - 1st Floor Restaurant: 3,350 square feet
  - 1st Floor Cafe: 1,000 square feet
  - 6th Floor Restaurant: 3,900 square feet
  - Event Space: 2,800 square feet

Section 110-387 of the City's land development regulations provides increased flexibility in setbacks, stepbacks, and height when rezoning to Planned Development, provided the development's design includes voluntary civic or community enhancements, such as ground-floor retail, expanded setbacks, enhanced landscaping, sustainable building practices (LEED), and other design enhancements that further the policies and strategies of the comprehensive plan.

The planned development developer requests:

- Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE;
- Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE;
- Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level Commercial;
- Front setback: 0 feet instead of 10 feet for multi-story buildings;
- Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building;
- Balconies, awnings & roof overhang located over ROW: 6-foot encroachment beyond property line on north and south sides of building.
- Visibility Triangle: New building encroaches into 25' property line visibility triangle at the intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').

Planned Development – Developer Providing:

- 92 parking spaces available to the public at specific limited hourly rates (no more than \$1.00 over the city's current hourly rate);

- A covered pedestrian arcade has been provided around a portion of the required ground floor retail and restaurant space;
- An extension of Pelican Lane as a private street with a public access easement to provide mid-block vehicle and pedestrian access;
- Green space with restrooms with a public access easement;
- Pedestrian improvements including 10’ wide sidewalks on the three street frontages;
- New crosswalks on Boardwalk Place and 129th Avenue;
- Roadway improvement by milling and resurfacing Boardwalk Place;
- Access for two properties located adjacent to East End Lane through the parking garage.

The developer is requesting setbacks, height, number of stories, and encroachments that would be allowed under the John’s Pass Village Activity Center zoning.

All other aspects of the project, including uses, density, and intensity (I.S.R. and F.A.R.), meet the requirements of the underlying John’s Pass Village Activity Center zoning.

The underlying C-1 zoning would allow 60 units per acre of hotel use, as would the PD rezoning.

When rezoning to Planned Development with the future land use of Activity Center, the project shall conform to the entirety of Section D-113, including design standards and guidelines. This includes materials, finishes, windows and doors, standing-seam metal roofs, and paint colors. The project provides these elements, as shown in the Conceptual Images and Elevations. These include dividing the building into separate bays to make it appear smaller, using varied materials and finishes, selecting different types of windows and doors, standing-seam metal roofs, and varied paint colors.

The parking garage is designed to be hidden from view by a lining building on the south, east, and west sides, which includes ground-floor retail and restaurant space along both Boardwalk Place East and 129th Avenue. Access to the parking garage is internal to the project and is provided via the private road, which is an extension of Pelican Lane.

The design of the project also works to minimize the impact on the adjacent small-scale developments on both ends of the project, with the one-story height at the park and porte-cochere on one end and greater setbacks and green space on the other end. The top floor of the building is also stepped back further to minimize the appearance of building height.

Planned development density/intensity calculation:

The developer’s proposed plans comply with the density, F.A.R., and impervious surface area requirements of the C-1 John’s Pass Activity Center zoning district.

Site Area: 1.457392 Acres (including proposed vacated right-of-way) x 43,560 sq ft per acre = 63,484 sq ft

Density – Temporary Lodging  
 60 units per acre x 1.457 acres = 87 units allowed  
 87 units requested

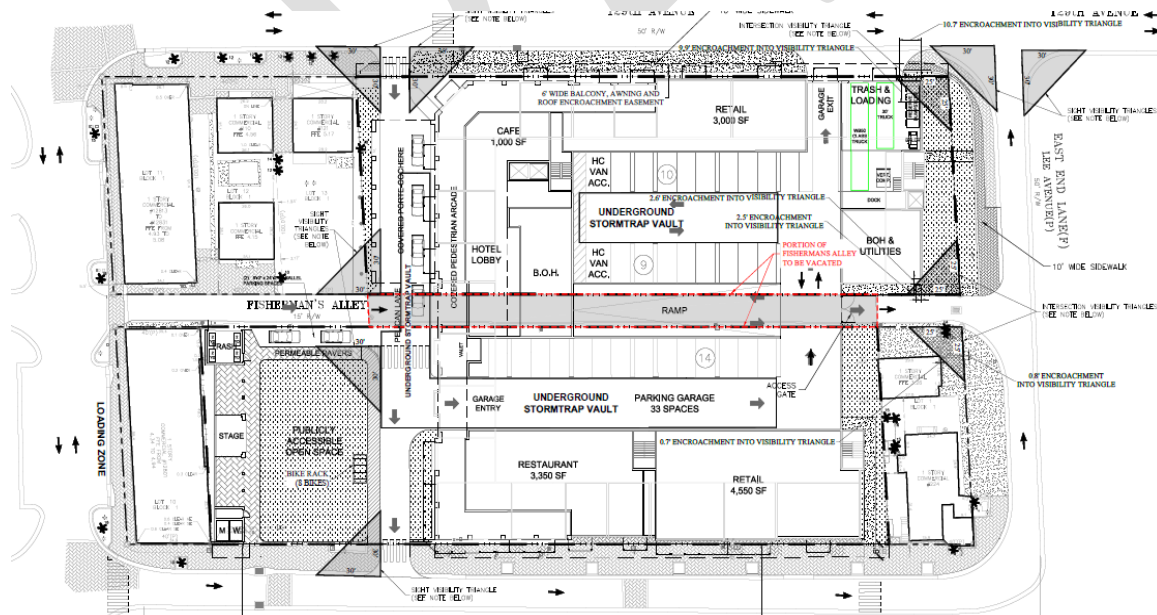
Floor Area Ratio (F.A.R.) All-Inclusive  
 2.0 F.A.R. x 63,484 sq ft = 126,968 sq ft allowed  
 126,968 sq ft proposed

Impervious Surface Area (I.S.R.) Calculations  
 .85 I.S.R. x 63,484 sq ft = 53,961 sq ft allowed  
 53,278 sq ft proposed or 84.6%

The proposed project meets the parking requirements of the C-1 John's Pass Activity Center.

|                  |   |   |              |
|------------------|---|---|--------------|
| Required Parking | Hotel units (2 bedrooms):                 | 84 x 1.2  | 100.8 spaces |
|                  | Hotel units (3 bedrooms):                 | 3 x 2.2   | 6.6 spaces   |
|                  | 1st Floor Retail:                         | 7,550 sf / 300  | 25.2 spaces  |
|                  | 1st Floor Restaurant:                     | 134 seats / 4   | 33.5 spaces  |
|                  |   | 19 employees / 2  | 9.5 spaces   |
|                  | Hotel Café and Restaurant:                | 300 seats/4   | 75.0 spaces  |
|                  |   | 41 employees / 2  | 20.5 spaces  |
|                  | Event Space:                              | 187 seats / 6 seats   | 31.2 spaces  |
|                  | Pool and pool terrace:                    | 9,500/200   | 47.5 spaces  |
|                  | Subtotal:                                 |   | 349.8 spaces |
|                  | 50% Johns Pass Activity Center Reduction: |   | 175 spaces   |
| Proposed Parking | Hotel Parking:                            | 175 spaces  |              |
|                  | Paid Public Parking:                      | 92 spaces   |              |
|                  | Total Parking:                            | 267 spaces (including 2 van accessible and 6 handicap spaces) |              |

The ground-floor plan of the proposed development shows traffic circulation. Traffic can come around the project along Boardwalk and back up East End Lane, or enter the project if coming down the extension of Pelican Lane. They enter the garage in the middle of the building:



This is a rendering of what the building would look like from the northwest corner, showing the porte-cochere:



Northwest Corner

From the southwest corner along Boardwalk Place and showing the park:



Southwest Corner

Ariel View of the building inset into John's Pass Village:

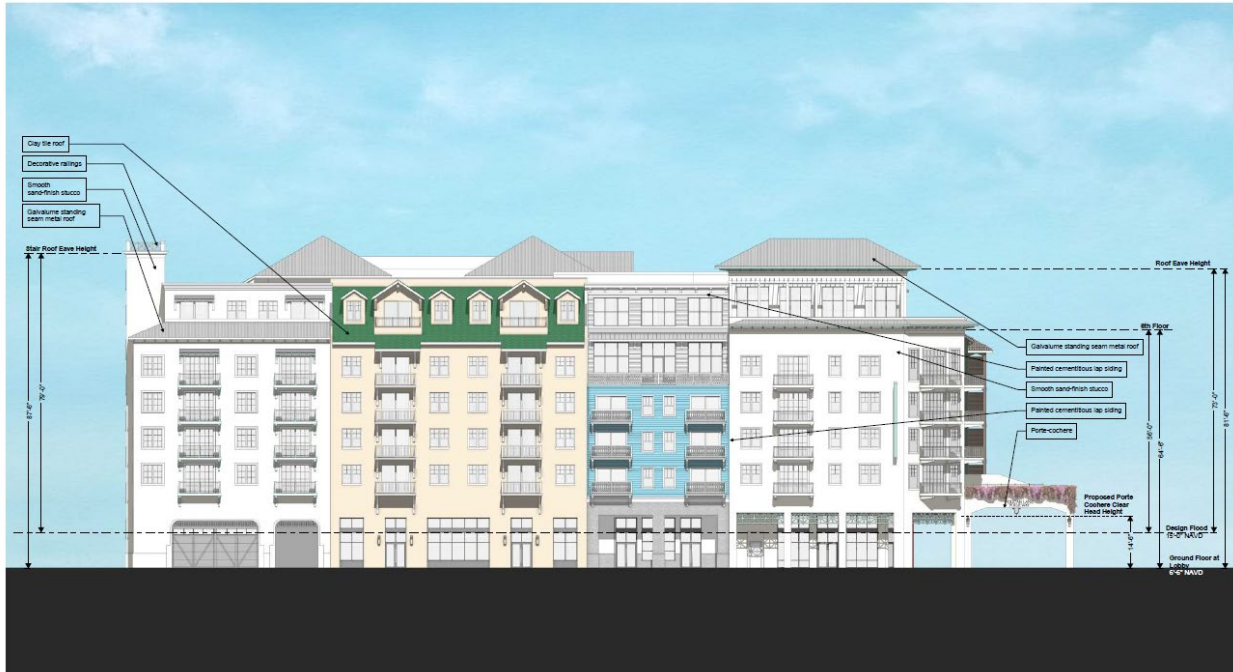


Closeup of the park showing the restroom building on the left and the small stage in the middle:



View of Park and Stage

North elevation of the building showing how the building is broken up into bays and calls out the different materials that would be used on the building:



North Elevation

Ms. Younkin asked the Commission to announce that the planned development rezoning would go to a public hearing before the Board of Commissioners for the second reading and public hearing on July 8, 2026, in the Chamber.

### Questions from the Board

Commissioner Ghovae asked how the 92 public parking spaces would be dedicated to the public and whether they would be metered. Ms. Younkin clarified that the spaces are available to the public on a first-come, first-served basis and that rates are controlled, and deferred operational questions to the applicant.

Commissioner Dillon asked whether there had been any changes to the project since the prior presentations, and Ms. Younkin confirmed that there had been no changes.

### Applicant Presentation

Attorney Aungst presented a PowerPoint on behalf of the applicant, JPV Hotel Property, LLC. He was joined by architect Tim Clemens and civil engineer Sean Cashen. They revised the development agreement following the workshop to add two conditions requested by the Planning Commission:

- To have commencement start within 24 months instead of three years, consistent with the Code
- To have conspicuous signage for access to the garage and for historic Fisherman's Alley signage

The request is to rezone the property from John's Pass Village Activity Center (C-1) to Planned Development (PD) to allow the development of a mixed-use hotel project with commercial/retail and restaurant/bar uses.

As part of this request, the owner is entering into a Development Agreement with the City to set the terms and conditions for the project's development.

The proposed development includes:

- 87-unit hotel with café/restaurant and event space
- Parking garage with 268 spaces
- 7,550 sf of retail
- 3,350 s restaurant with 134 seats

As part of this project, Applicant is providing:

- 92 public parking spaces
- Pedestrian arcade
- Extension of Pelican Lane
- Publicly accessible open space
- Pedestrian improvements including 10' wide sidewalks on 3 street frontages
- New crosswalks on Boardwalk Place and 129<sup>th</sup> Avenue
- Milling and resurfacing of Boardwalk Place
- Access for 2 properties adjacent to East End Lane through garage when Boardwalk Place is closed

Mr. Clemens introduced himself and gave a concise overview of the architecture. It is a single building designed to convey a village-like concept and to be compatible with the Village's architecture.

Mr. Cashen introduced himself and described the vehicular traffic flow and direction, as well as the utility plan sent to Pinellas County for review and approval.

#### Questions from the Board

Commissioner Ghovae asked whether there would be enough room for the dump trucks to maneuver and pick up the garbage. Mr. Clemens said the trash will be handled with vertical mini compactors, normal-size dumpsters connected to a compactor. They reduce the amount of backup and delivery space and are more functional.

Commissioner Ghovae asked for confirmation that they would floodproof the ground floor and perform buoyancy calculations. Mr. Clemens said they would dry floodproof the retail and lobby spaces.

Commissioner Ghovae also noted that the minimum finished floor elevation shown on the site plans is 5 feet, while surrounding grades are approximately 3.5 feet, and asked whether the floor elevation could be raised further. Mr. Cashen acknowledged this is a concern, noting that ADA compliance requirements limit how high the finished floor can be set. He stated that if the project is approved, the team would revisit whether the finished floor could be raised during subsequent design phases, and that this would be reviewed against any limitations in the Development Agreement.

Commissioner Ghovae asked whether the City's fire apparatus could accommodate a building of this height. Fire Chief Belk was sworn in and responded that Ocean Sands, a 13-story building, provides a comparable precedent. Aerial apparatus cannot reach the highest floors of such structures; instead, interior stairwells and NFPA high-rise regulations govern life-safety compliance. He confirmed that a full plan review of life safety, water flow, and all related systems would occur upon permit submission, and that any deficiencies would be flagged and must be resolved before approval.

Commissioner Tagliarini asked about garbage odor control at the dumpster enclosure near the public open space. Mr. Clemens stated that the plan is to fully enclose the building with a ventilated system that exhausts vertically through the roof, directing odors upward rather than horizontally into the open space, though it does not fully eliminate them.

Commissioner Tagliarini raised concerns about potential traffic backups along Pelican Lane due to hotel drop-offs and Uber activity. Mr. Clemens explained that the lane widens to two lanes within the porte-cochere area, with dedicated staging for four vehicles, and that all lanes are 14 feet wide, exceeding the minimum, to improve traffic flow.

The City Attorney opened the floor for public comment. There were no public comments.

Commissioner Ghovae motioned to approve Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning after first reading and public hearing. Commissioner Dillon seconded the motion.

ROLL CALL:

- Commissioner Ghovae "YES"
- Commissioner Dillon "YES"
- Vice Mayor McGeehen "YES"
- Commissioner Ghovae "YES"
- Mayor Brooks "YES"

The motion carried 5-0.

**D. John's Pass Village Hotel Planned Development (PD) Development Agreement (Discussion Item)**

City Attorney Trask noted that no formal vote is required at this meeting regarding the Development Agreement; it is a discussion item only.

Staff Presentation

Kathryn Younkin, Senior Planner with over 10 years of experience in local government, gave a PowerPoint presentation on the development agreement.

Ms. Younkin explained that the Development Agreement documents all conditions agreed to in the PD rezoning and sets out their details. A Development Agreement is required when rezoning

to a PD district. The DA includes two public access easements, one over the Pelican Lane extension and one over the private park, and one access easement for the two property owners abutting East End Lane through the parking garage.

Ms. Younkin presented a revised Development Agreement incorporating two changes requested by the Local Planning Agency (Planning Commission): enhanced signage requirements in Items 18 and 19, and a revised 24-month deadline for filing a building permit application (consistent with the code). The DA also documents 92 public parking spaces and the hourly rate limitation (no more than one dollar per hour above the City's current rate) and includes an estimate of impact fees in Exhibit H, with final determination to occur at the time of permitting.

Mayor Brooks raised a significant concern: past Development Agreements for the City have expired, and their provisions have lapsed. She identified the one-dollar-per-hour parking rate cap as the most critical provision at risk and asked how the City could memorialize that commitment so it survives beyond the life of the Development Agreement or any potential change in ownership. City Attorney Trask suggested that the most practical approach would be to incorporate the parking rate limitation and the number of spaces available to the public into the existing Fisherman's Alley Garage Access Agreement, which is already being executed as part of the transaction. He offered to work with the applicant to update that agreement.

#### Applicant Response

Attorney Aungst stated that the applicant has no objection to revising the Garage Access Easement to include the parking rate cap and the number of publicly available spaces as a perpetual commitment. Attorney Aungst also incorporated by reference the presentations made earlier in the meeting.

Commissioner Ghovae asked whether the two-year window to commence the project (filing a building permit application) would be sufficient given the design's complexity. Mr. Aungst noted that the applicant would likely obtain a development order well before the two-year deadline and that Florida statutes allow extensions of development orders under certain circumstances, including executive order extensions that remain active. He also noted that the Commission could amend the Development Agreement to extend the time if necessary. Mr. Clemens estimated the team is approximately 20–25% through the design process, with a typical timeline for a project this size being 11–12 months to reach a permit application, leaving them comfortable within the two-year window.

City Attorney Trask stated that Florida Statute 163.3225 requires public notice of the time and place of the second hearing. He formally announced that the second hearing would be held on July 8, 2026, at 6:00 PM in the Commission Chambers.

## **6. PRESENTATIONS**

Mayor Brooks, on behalf of the Board of Commissioners, presented a Certificate of Appreciation to Fire Chief Belk for his service as Acting City Manager until a new City Manager was hired.

## **11. UNFINISHED BUSINESS**

**A. Resolution 2026-05, Bank Signatory Change**

City Attorney Tom Trask read Resolution 2026-05 by title only.

**RESOLUTION 2026-05**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, DESIGNATING AUTHORIZED SIGNERS OF BANKING DOCUMENTS FOR THE CITY OF MADEIRA BEACH; REPEALING RESOLUTION 2025-10 AND ANY OTHER RESOLUTION IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Financial Consultant Andrew Laflin noted that this is a routine administrative requirement stemming from the budget workshop held the previous month. The resolution formally removes former Acting City Manager Chief Belk as a bank signatory and adds current City Manager Mike Helfrich. The executed resolution will be transmitted to the City's bank to effect the change.

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

Commissioner Tagliarini moved to adopt Resolution 2026-05, Bank Signatory Change, which designates Michael Helfich (City Manager), Patrick Cade (Assistant Finance Director), and Karen Paulson (Finance Operations Manager) as authorized signers of banking documents for the City of Madeira Beach and repeals Resolution 2025-10 and any other resolutions in conflict with it. Vice Mayor McGeehen seconded the motion.

**ROLL CALL:**

|                         |       |
|-------------------------|-------|
| Commissioner Tagliarini | "YES" |
| Vice Mayor McGeehen     | "YES" |
| Commissioner Ghovae     | "YES" |
| Commissioner Dillon     | "YES" |
| Mayor Brooks            | "YES" |

The motion carried 5-0.

**12. NEW BUSINESS**

**13. CONTRACTS/AGREEMENTS**

**A. Approval of Piggyback off the City of Belleair Bluffs Duncan Drive Roadway & Stormwater Improvements Contract for Area 5 and various locations Roadway Improvements**

Public Works Director Megan Wepfer explained that the item is a piggyback agreement, reviewed by the City Attorney, that uses the City of Belleair Bluffs' competitively procured contract with

Keystone Excavating, Inc., as the pricing vehicle to save time and reduce costs in the City's bidding process. This is a common practice among municipalities for roadway projects. The original scope covered Area 5, but staff has since expanded it to include several additional locations, including those affected by Hurricane Helene, for which FEMA reimbursement funds have already been allocated.

Director Wepfer described a change from the packet version, noting that coordination with Pinellas County on the Joint Participation Agreement (JPA) for utility work led to modifications after Jacobs Engineering reviewed the plans on the County's behalf. An updated project breakdown was distributed to the Board of Commissioners on the dais. The scope now includes:

- John's Pass Village — Village Boulevard, the surface parking lot, Boardwalk Place (noting that the John's Pass Hotel developer will mill and resurface the eastern portion of Boardwalk, though that is likely two or more years away), 135th parking lot south to John's Pass Park, Bay Point Drive, and Tom & Kitty Stuart Park (added after discussions with the contractor, who believed the renovation could be incorporated efficiently).
- Area 5 — 129th and 131st Avenues, including milling and resurfacing, new curbs, new stormwater drainage, and Pinellas County water main work.

Director Wepfer noted that FEMA reimbursements have already been allocated: \$720,985.17 for parking lots; an estimated \$491,598 for Tom & Kitty Stuart Park; and up to \$1,900,036 for the Pinellas County JPA. Because the final site plan is not yet complete, a not-to-exceed amount is requested. If the total exceeds \$500,000, the item will be returned to the Commission for review.

Mayor Brooks opened the floor for public comment. There were no public comments.

Commissioner Tagliarini asked whether the project would address drainage issues on Boca Ciega Drive and Boca Ciega Avenue. Director Wepfer clarified that the project does not include those streets. The Boca Ciega neighborhood, built in 2016–2017, is separate. She invited the Commissioner to discuss the issue with her after the meeting.

Commissioner Dillon raised concerns about the apparent scale of mobilization and maintenance for the traffic line items (MOT), particularly on Bay Point Drive, which serves very few residents. He stated that the costs seemed disproportionate and, in his view, the work could be accomplished with basic equipment. Director Wepfer acknowledged that the line items are bid as piggybacked, but noted that the intent is to coordinate all work concurrently to minimize separate mobilizations and keep actual costs below the not-to-exceed figures. She stated the goal is to begin with utility work in Area 5 and, once that and storm drainage work are complete, to bring in the paving contractor for all areas simultaneously.

Commissioner Ghovae shared Commissioner Dillon's concerns about MOT costs and suggested obtaining a separate maintenance-of-traffic quote from a firm such as Bob's Barricade, which he described as professional and cost-effective. Director Wepfer explained that separating the MOT scope would likely trigger the City's procurement threshold, necessitating a formal bidding process that could offset any savings.

Mayor Brooks acknowledged these concerns and offered to arrange a future workshop on the City's purchasing policy to help the Commission better understand when piggybacking is advantageous and where the cost trade-offs lie. She noted that the not-to-exceed figures assume each project is completed individually, whereas the actual cost will be lower when work is grouped. She described Director Wepfer as cost-conscious and expressed confidence in staff's approach. The Commission agreed that Bay Point Drive should be prioritized for early completion, and Director Wepfer confirmed that the contractor has crews ready to mobilize upon notice to proceed.

Commissioner Dillon moved to approve piggybacking on the City of Belleair Bluffs Duncan Drive Roadway & Stormwater Improvements Contract for Area 5 and Roadway Improvements at various locations. Vice Mayor McGeehen seconded the motion.

ROLL CALL:

- Commissioner Dillon "YES"
- Vice Mayor McGeehen "YES"
- Commissioner Ghovae "YES"
- Commissioner Tagliarini "YES"
- Mayor Brooks "YES"

The motion carried 5-0.

**B. Redington EMS Station Funding Agreement Renewal**

Fire Chief Belk presented the item, explaining that this renewal pertains to the original EMS station funding agreement approved in 2024. The project has not been completed within the original timeframe due to greater-than-anticipated complexity, and completion is now expected in January 2027. The renewal simply extends the agreement's term; no financial terms or conditions have changed. The City serves as a pass-through for \$7,400,000 in funding.

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

Commissioner Tagliarini moved to approve the Redington EMS Station Funding Agreement Renewal. Commissioner Dillon seconded the motion.

ROLL CALL:

- Commissioner Tagliarini "YES"
- Commissioner Dillon "YES"
- Vice Mayor McGeehen "YES"
- Commissioner Ghovae "YES"
- Mayor Brooks "YES"

The motion carried 5-0.

Following the vote, Chief Belk took a moment to express his gratitude to the Commission and staff for the certificate of appreciation presented earlier in the meeting. He reiterated his love for the City of Madeira Beach and praised the smooth transition to City Manager Helfrich.

#### **14. AGENDA SETTING (June 24, 2026, BOC Regular Workshop; 4:00 PM)**

- A. Board of Commissioners Salary Discussion – Civil Service Commission Chair Jerry Cantrell**
- B. Exhibit A.1 DRC Agreement ILA PC Debris and Collection Agreement**
- C. Nonconforming density and BTRs - LDRs**
- D. Landscaping regulations - LDRs**
- E. RFQ for Land Development Regulations and Code of Ordinances**
- F. Limited use parking along Gulf Blvd**
- G. Holiday Décor – Proposal with and without solar options**
- H. Grantworks Agreement**
- I. Resolution 2026-06: Moratorium on the Collection of Mobility Fees and Kimley-Horn Impact Fee Comparison**

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

Mayor Brooks expressed concern about the length of the proposed agenda, noting that July 8 will also include a 2:00 PM budget meeting before the 4:00 PM workshop and the evening regular meeting, making it a very long day for staff who arrive at 7:00 or 8:00 AM. Director Forbes confirmed awareness of staff capacity and stated that items would be prioritized, with some likely carried to subsequent meetings.

#### Added Items

- 1. City Clerk's Charter Amendment Ordinance

#### **15. REPORTS/CORRESPONDENCE**

##### **A. Board of Commissioners – Reports/Correspondence**

Mayor Brooks reported on Project Phoenix, which she attended through the Tampa Bay Regional Planning Council. It was a hurricane preparedness and recovery workshop.

Mayor Brooks reported on the Big-C, where Sheriff Gualtieri of the Pinellas County Sheriff's Office and Brian Lowack of Visit St. Pete-Clearwater presented.

Commissioner Tagliarini said he wanted to make short-term rentals a priority and to look at them very closely. He also said he attended the John's Pass Village Merchants' meeting, and they would like to have a unified website.

Commissioner Ghovae said he would like to propose a name for the property at 555 150th Ave. He also suggested recognizing the 10th anniversary of City Hall. He said he is still working with the City Clerk on the Key to the City.

Mayor Brooks said she would like to include in a future agenda how they want to celebrate Founder's Day. The City will be 80 years old next year. She would also like to make recognizing staff a priority.

Commissioner Tagliarini reminded the Commission that he would be absent from the July 8th meeting, which coincides with the second reading of the John's Pass Village Hotel PD Ordinance and Development Agreement, a supermajority-vote item. He stated that he had raised this concern with the Planning Commission and staff. Director Forbes confirmed that, once staff and the City Manager were informed of Commissioner Tagliarini's scheduling conflict, they notified the applicant, who chose to proceed as scheduled rather than request a continuance.

### **B. Board of Commissioners – 2026 Meetings Report (January - May) - Informational**

This item was received for informational purposes. No discussion was held.

### **C. City Clerk**

The City Clerk reported that she attended a clerk's workshop in Fort Myers on Monday and Tuesday, which she described as highly educational. She announced that she received her Florida Certified Records Management Certification through FRMA (Florida Records Management Association). She also reported on the item she prepared for the June BOC workshop meeting regarding moving the March Municipal Elections to November. She will send that to the Board by the end of the week to allow time for reading in preparation for the June workshop and to limit discussion time.

### **D. City Attorney**

City Attorney Trask reported on two matters. First, regarding the Allspaugh case, he noted that each commissioner had received a letter from opposing counsel and informed the Commission that a mediation-type process is now underway. A Teams meeting is scheduled for the following day with the proposed mediator to discuss the process and timeframes. His partner, Randy Mora, is handling the matter on behalf of the City.

Second, City Attorney Trask reported that he has no update on the Clifford Smith case, which was the subject of a prior executive (shade) session. He stated that he had hoped to have an update but does not yet have one.

Commissioner Ghovae asked about the request in opposing counsel's letter in the Allspaugh matter, specifically whether it included a request for a one-on-one meeting with individual commissioners. City Attorney Trask stated that is an absolute no, and Mayor Brooks reinforced that once a party retains an attorney, commissioners should not communicate with that party without guidance from their own legal counsel.

### **E. City Manager**

The City Manager said the Strategic Planning workshop is scheduled for the next day.

Director Wepfer provided an update on Area 3 and Harbor Contracting and responded to questions and comments from the Board.

Recreation Director Jay Hatch provided an update on current and upcoming events.

Parking Enforcement Supervisor Jamal Yahia provided an update on initiatives involving body cameras and parking enforcement. He also responded to questions and comments from the Board.

Commissioner Ghovae asked whether the dredging was complete. The City Manager said yes. Director Wepfer said they used the contingency funds and are now working on the grant closeout.

**16. RESPOND TO PUBLIC COMMENTS/QUESTIONS**

Mr. Scott and Mr. Stallman comments – Mayor Brooks said their comments had already been addressed by Director Wepfer in her Area 3 update.

Captain Dylan Hubbard comment – Mayor Brooks said the John’s Pass business meetings are very informative and have fostered open communication and support. Once a Communications Manager is hired, they can put John’s Pass Village advertising on a future workshop.

The City Manager said they have started interviewing for the Community Communications Manager position, and the process is going very well. He said the search for the HR Director has begun, and they will likely make a selection in about six weeks.

**17. ADJOURNMENT**

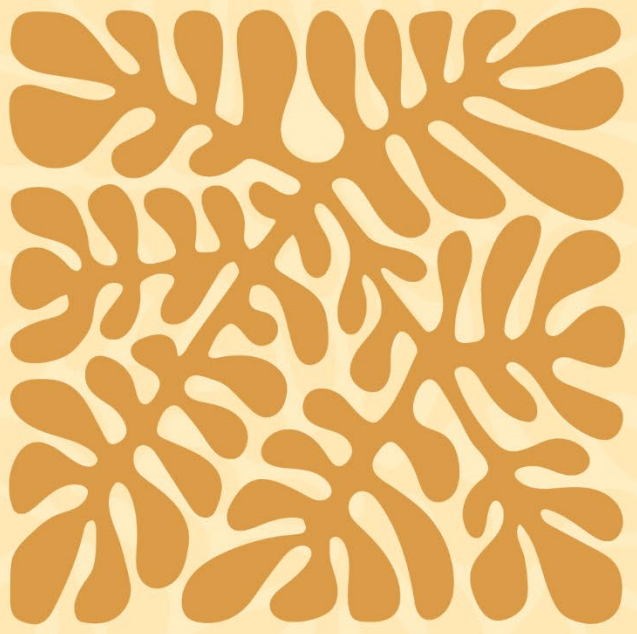
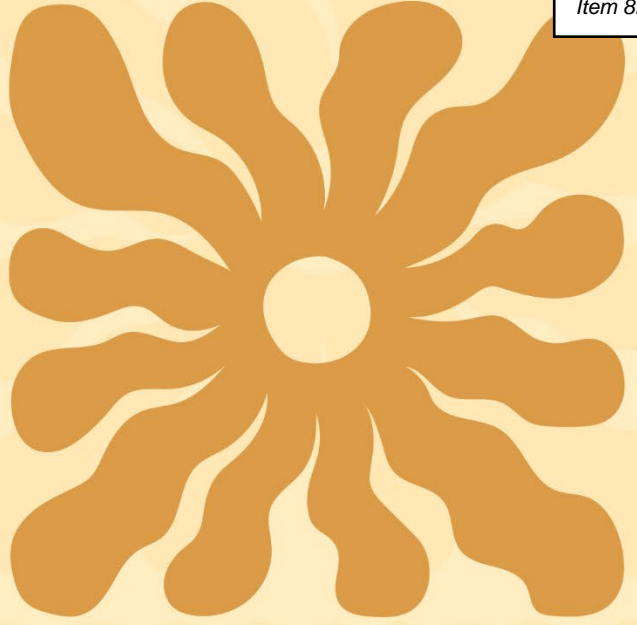
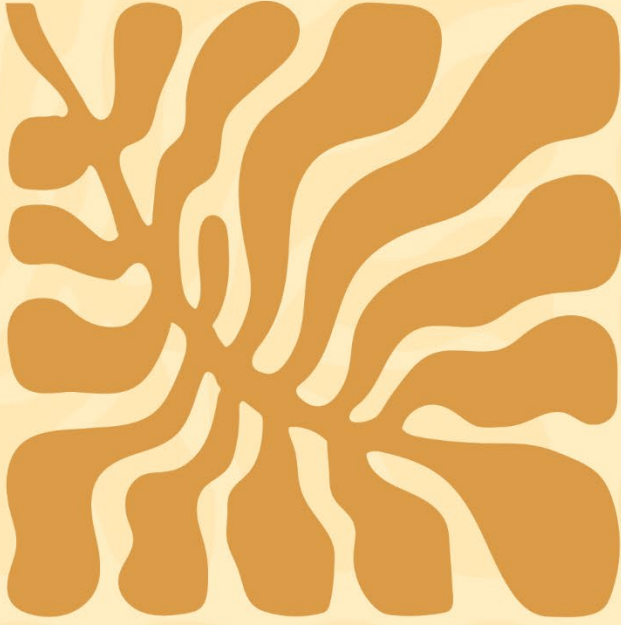
Mayor Brooks adjourned the meeting at 8:15 p.m.

ATTEST:

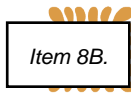
\_\_\_\_\_  
Anne-Marie Brooks, Mayor

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

STRATEGY • PRACTICALITY • ACTION • CONNECTIVITY



# CITY OF MADEIRA BEACH Strategic Plan



## Public Workshop Summary

On June 11, 2026, the Madeira Beach Board of Commissioners, City staff, and the Kimley-Horn project team convened a public workshop to refine priorities for the City's Strategic Plan. The discussion centered on strengthening the connection between long-term vision and near-term actions, improving consistency in project implementation, and establishing a clear, repeatable framework to guide capital investments and decision-making.

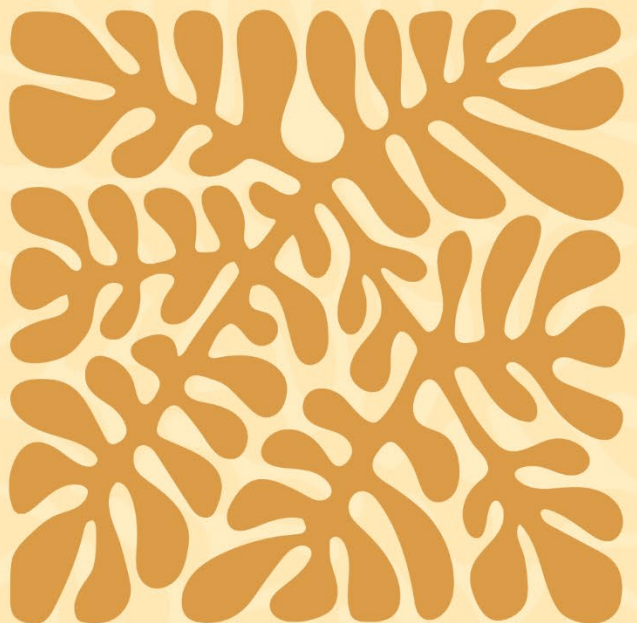
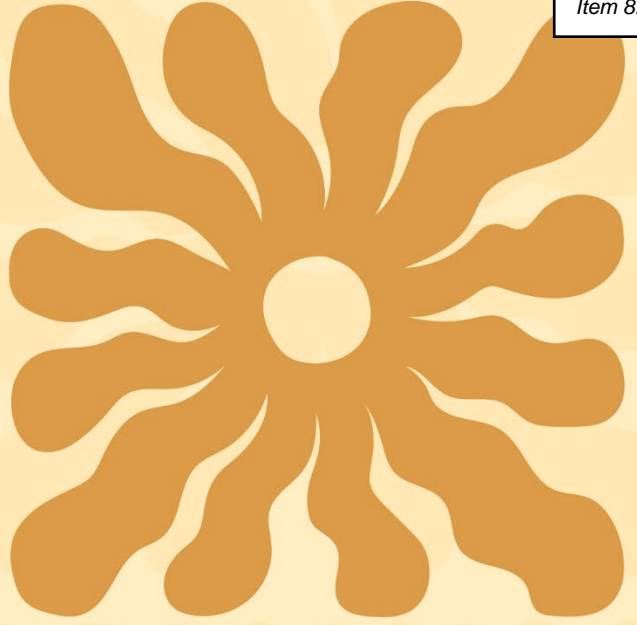
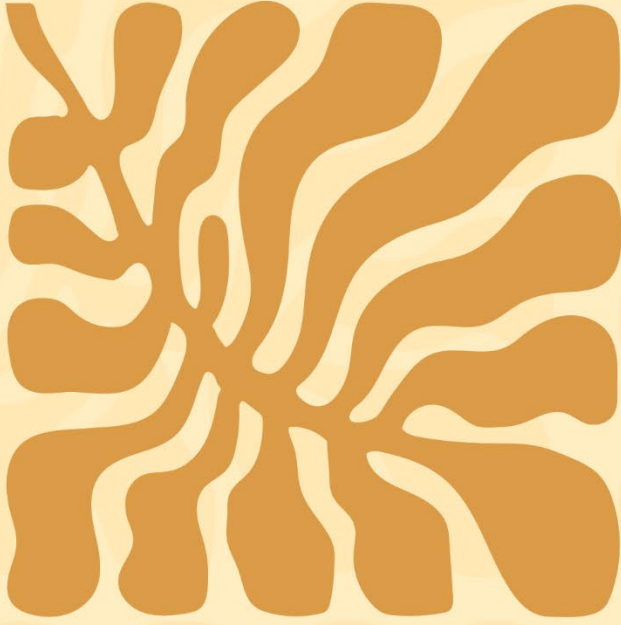
Previously identified priority projects were presented to workshop participants, with the intention of each project having a corresponding category into which it could be placed. Participants identified infrastructure, environmental health, and maintenance as core categories of focus, into which a proposed project could be best aligned with. The creation of these categories, or pillars, was done so to aid in the direction or methodology in which projects are identified, and also to capture consensus within the decision making bodies in Madeira Beach Commissioners.

Economic development and community experience were also discussed in the context of future projects, including the 555 150<sup>th</sup> Avenue property (555 Property), potential park expansions and increased programming within existing public assets. Coordinated investment, related particularly to parking and marina improvements, were recognized as essential to supporting both revenue generation and quality of life. Financial sustainability emerged as a key consideration, with acknowledgment of revenue constraints and the need to balance grants, borrowing, and revenue-generating strategies.

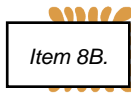
Commission and staff emphasized the importance of clearly defined goals, measurable outcomes, and greater transparency, noting that while planning is robust, consistent follow-through remains a key challenge. The workshop also highlighted the need for clearer communication with the public and more structured decision-making processes. Commissioners pointed to past inefficiencies stemming from unclear direction and expressed support for tools such as standardized terminology and post-agenda reviews to improve outcomes. While recent improvements in transparency and engagement were noted, challenges remain in navigating complex decisions and strengthening budget development.

The 555 Property was identified as a pivotal redevelopment opportunity tied to the City's long-term identity and economic future, though defining return on investment remains complex. Moving forward, the City will focus on developing a one-year action plan, advancing the 555 Property project, and incorporating additional public input into the decision making discussions. The discussion underscored the need for clearer processes, stronger implementation, and a more actionable, financially grounded strategic framework.

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CITY OF MADEIRA BEACH  
Strategic  
Plan



1. What portion of the capital budget do you consider the most important: *(select 2)*
  - Infrastructure
  - Safety
  - Transportation
  - Parks
  - Economic development
  - Community facilities
  - Other
  
2. Please complete the following statement: When considering capital projects and programs, the City should invest in: *(select 1)*
  - One or two large projects that consume the majority of the funding but have significant community impact.
  - A few medium sized projects that have measurable impact combined with a complement of smaller projects.
  - A large set of smaller projects spread throughout the City.
  
3. When considering future projects and funding, which aligns more with your thinking? The City should invest in: *(select 1)*
  - Projects evenly distributed throughout all commission districts in the City
  - Projects within the major activity areas within the City
  - Places with the greatest needs
  
4. How do you perceive the way the City handles the funding of capital improvement projects? The City is: *(select 1)*
  - Expending too many resources
  - Not using enough resources
  - Using the right amount of resources

## ARCHIBALD FUND - MULTI-YEAR OPERATING TREND

|  | FY 2021        | FY 2022        | FY 2023        | FY 2024        | FY 2025          |                  |
|--|----------------|----------------|----------------|----------------|------------------|------------------|
| REVENUES FROM OPERATIONS                                 | Audited        | Audited        | Audited        | Audited        | Audited          | Total            |
| Charges For Services                                     | 563,780        | 681,672        | 754,446        | 709,435        | 388,831          | 3,098,164        |
| Miscellaneous Revenues                                   | 14,542         | 20,569         | 32,147         | 72,350         | 39,873           | 179,481          |
| <b>Total:</b>  | <b>578,322</b> | <b>702,242</b> | <b>786,593</b> | <b>781,785</b> | <b>428,704</b>   | <b>3,277,645</b> |
| <b>COST OF OPERATIONS</b>                                |                |                |                |                |                  |                  |
| Personnel Services                                       | 210,624        | 238,120        | 260,998        | 291,978        | 333,326          | 1,335,045        |
| Operating Expenditures/Expenses *                        | 201,175        | 168,882        | 375,101        | 316,401        | 299,496          | 1,361,054        |
| Debt Service   | -              | 5,517          | 5,517          | 4,138          | -                | 15,171           |
| OH Allocation & Debt Service Transfers Out               | 102,000        | 83,180         | 52,617         | 60,900         | 97,300           | 395,997          |
| <b>Total:</b>  | <b>513,798</b> | <b>495,698</b> | <b>694,233</b> | <b>673,416</b> | <b>730,122</b>   | <b>3,107,268</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>64,523</b>  | <b>206,543</b> | <b>92,360</b>  | <b>108,369</b> | <b>(301,418)</b> | <b>170,377</b>   |

\* Excludes repair costs incurred in FY 2025 resulting from damage inflicted by Hurricane Helene

## BUILDING FUND - MULTI-YEAR OPERATING TREND

|  | FY 2021          | FY 2022          | FY 2023        | FY 2024          | FY 2025          |                  |
|--|------------------|------------------|----------------|------------------|------------------|------------------|
| REVENUES FROM OPERATIONS                                 | Audited          | Audited          | Audited        | Audited          | Audited          | Total            |
| Permits, Fees, & Special Assessments                     | 987,908          | 1,154,095        | 788,298        | 1,063,876        | 376,311          | 4,370,487        |
| Miscellaneous Revenues                                   | 33,345           | 24,627           | 58,316         | 87,221           | 41,998           | 245,508          |
| <b>Total:</b>  | <b>1,021,254</b> | <b>1,178,722</b> | <b>846,614</b> | <b>1,151,097</b> | <b>418,309</b>   | <b>4,615,995</b> |
| <b>COST OF OPERATIONS</b>                                |                  |                  |                |                  |                  |                  |
| Personnel Services                                       | 324,180          | 416,926          | 452,563        | 607,076          | 618,010          | 2,418,755        |
| Operating Expenditures/Expenses                          | 92,810           | 107,352          | 129,771        | 106,522          | 378,803          | 815,259          |
| Transfers Out  | 137,900          | 79,630           | 169,172        | 202,600          | 272,200          | 861,502          |
| <b>Total:</b>  | <b>554,890</b>   | <b>603,909</b>   | <b>751,506</b> | <b>916,198</b>   | <b>1,269,013</b> | <b>4,095,516</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>466,364</b>   | <b>574,813</b>   | <b>95,108</b>  | <b>234,899</b>   | <b>(850,704)</b> | <b>520,480</b>   |

## DEBT SERVICE FUND - MULTI-YEAR OPERATING TREND

|  | FY 2021        | FY 2022         | FY 2023        | FY 2024        | FY 2025        |                  |
|--|----------------|-----------------|----------------|----------------|----------------|------------------|
| REVENUES FROM OPERATIONS                                 | Audited        | Audited         | Audited        | Audited        | Audited        | Total            |
| Miscellaneous Revenues                                   | 11,442         | 11,694          | 20,005         | 24,910         | 21,512         | 89,563           |
| Transfers In   | 644,274        | 575,000         | 297,950        | 298,925        | 299,125        | 2,115,274        |
| <b>Total:</b>  | <b>655,717</b> | <b>586,694</b>  | <b>317,955</b> | <b>323,835</b> | <b>320,637</b> | <b>2,204,837</b> |
| <b>COST OF OPERATIONS</b>                                |                |                 |                |                |                |                  |
| Debt Service   | 644,274        | 639,924         | 297,950        | 298,925        | 299,125        | 2,180,198        |
| <b>Total:</b>  | <b>644,274</b> | <b>639,924</b>  | <b>297,950</b> | <b>298,925</b> | <b>299,125</b> | <b>2,180,198</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>11,442</b>  | <b>(53,230)</b> | <b>20,005</b>  | <b>24,910</b>  | <b>21,512</b>  | <b>24,639</b>    |

## GAS TAX FUND - MULTI-YEAR OPERATING TREND

|  | FY 2021        | FY 2022        | FY 2023         | FY 2024         | FY 2025         |                 |
|--|----------------|----------------|-----------------|-----------------|-----------------|-----------------|
| REVENUES FROM OPERATIONS                                 | Audited        | Audited        | Audited         | Audited         | Audited         | Total           |
| Taxes  | 54,816         | 58,313         | 57,377          | 56,625          | 56,065          | 283,196         |
| Intergovernmental Revenue (Recurring)                    | 47,262         | 46,328         | 43,351          | 38,595          | 38,642          | 214,177         |
| Miscellaneous Revenues                                   | 2,258          | 2,370          | 4,132           | 3,853           | 2,299           | 14,913          |
| <b>Total:</b>  | <b>104,335</b> | <b>107,012</b> | <b>104,859</b>  | <b>99,073</b>   | <b>97,006</b>   | <b>512,286</b>  |
| <b>COST OF OPERATIONS</b>                                |                |                |                 |                 |                 |                 |
| Operating Expenditures/Expenses                          | 91,971         | 108,047        | 123,193         | 119,083         | 117,890         | 560,184         |
| <b>Total:</b>  | <b>91,971</b>  | <b>108,047</b> | <b>123,193</b>  | <b>119,083</b>  | <b>117,890</b>  | <b>560,184</b>  |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>12,364</b>  | <b>(1,035)</b> | <b>(18,334)</b> | <b>(20,009)</b> | <b>(20,884)</b> | <b>(47,899)</b> |

## GENERAL FUND - MULTI-YEAR OPERATING TREND

|  | FY 2021           | FY 2022           | FY 2023           | FY 2024           | FY 2025           |                   |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| REVENUES FROM OPERATIONS                                 | Audited           | Audited           | Audited           | Audited           | Audited           | Total             |
| Taxes  | 4,986,113         | 5,455,511         | 6,063,737         | 6,682,911         | 6,983,183         | 30,171,455        |
| Permits, Fees, & Special Assessments                     | 597,044           | 733,318           | 728,056           | 702,400           | 608,928           | 3,369,746         |
| Intergovernmental Revenue (Recurring)                    | 521,043           | 555,032           | 541,740           | 521,305           | 485,897           | 2,625,017         |
| Charges For Services                                     | 3,411,022         | 4,169,026         | 1,423,328         | 1,442,964         | 1,505,699         | 11,952,038        |
| Judgements, Fines, & Forfeits                            | 44,688            | 261,408           | 28,567            | 95,773            | 26,173            | 456,609           |
| Miscellaneous Revenues                                   | 680,259           | 807,778           | 1,314,059         | 1,779,743         | 3,183,455         | 7,765,294         |
| Transfer In - Administrative OH Allocation               | 517,300           | 405,690           | 487,162           | 839,900           | 1,677,000         | 3,927,052         |
| <b>Total:</b>  | <b>10,757,468</b> | <b>12,387,763</b> | <b>10,586,649</b> | <b>12,064,996</b> | <b>14,470,335</b> | <b>60,267,211</b> |
| <b>COST OF OPERATIONS</b>                                |                   |                   |                   |                   |                   |                   |
| Personnel Services                                       | 3,578,200         | 3,840,207         | 4,172,144         | 5,600,570         | 6,302,946         | 23,494,068        |
| Operating Expenditures/Expenses *                        | 3,962,112         | 4,197,517         | 4,319,845         | 4,982,675         | 5,136,571         | 22,598,720        |
| Debt Service   | -                 | 29,963            | 36,482            | 24,397            | 15,360            | 106,202           |
| Grants And Aids  | 165,932           | 83,529            | 78,034            | 103,241           | 112,355           | 543,091           |
| Transfers Out **   | 1,818,274         | 2,073,092         | 1,792,992         | 1,793,266         | 1,794,064         | 9,271,689         |
| <b>Total:</b>  | <b>9,524,519</b>  | <b>10,224,308</b> | <b>10,399,498</b> | <b>12,504,150</b> | <b>13,361,296</b> | <b>56,013,770</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>1,232,950</b>  | <b>2,163,455</b>  | <b>187,152</b>    | <b>(439,154)</b>  | <b>1,109,039</b>  | <b>4,253,441</b>  |

\* Excludes 1) Gulf Blvd undergrounding 2) John's Pass dredging costs incurred 3) hurricane-related remediation costs incurred in FY 2025 4) Redington fire station construction costs incurred in FY 2025

\*\* Excludes transfers to Archibald Fund for beach groin renourishment project; includes Stormwater debt service payments for all fiscal years

## IMPACT FEE FUND - MULTI-YEAR OPERATING TREND

|   | FY 2021 | FY 2022 | FY 2023        | FY 2024        | FY 2025        | Total          |
|---|---------|---------|----------------|----------------|----------------|----------------|
| REVENUES FROM OPERATIONS                          | Audited | Audited | Audited        | Audited        | Audited        |                |
| Permits, Fees, & Special Assessments              |         |         | 113,004        | 229,631        | 168,796        | 511,430        |
| Miscellaneous Revenues                            |         |         | 4,607          | 14,317         | 21,191         | 40,115         |
| <b>Total:</b>                                     | -       | -       | <b>117,611</b> | <b>243,948</b> | <b>189,987</b> | <b>551,546</b> |
| <b>COST OF OPERATIONS - NONE</b>                  |         |         |                |                |                |                |
| Excess (Deficiency) of Revenues over Expenditures | -       | -       | 117,611        | 243,948        | 189,987        | 551,546        |

## LOCAL OPTION SALES TAX FUND - MULTI-YEAR OPERATING TREND

|   | FY 2021        | FY 2022        | FY 2023        | FY 2024        | FY 2025        | Total            |
|---|----------------|----------------|----------------|----------------|----------------|------------------|
| REVENUES FROM OPERATIONS                          | Audited        | Audited        | Audited        | Audited        | Audited        |                  |
| Taxes   | 544,874        | 632,401        | 664,103        | 653,554        | 667,665        | 3,162,597        |
| Miscellaneous Revenues                            | 51,503         | 54,540         | 95,004         | 130,422        | 119,812        | 451,281          |
| <b>Total:</b>                                     | <b>596,377</b> | <b>686,941</b> | <b>759,107</b> | <b>783,976</b> | <b>787,477</b> | <b>3,613,878</b> |
| <b>COST OF OPERATIONS</b>                         |                |                |                |                |                |                  |
| Operating Expenditures/Expenses                   | -              | -              | 4,158          | -              | -              | 4,158            |
| Capital Outlay                                    | 661,268        | 882,886        | 155,063        | 750,295        | 125,391        | 2,574,902        |
| <b>Total:</b>                                     | <b>661,268</b> | <b>882,886</b> | <b>159,221</b> | <b>750,295</b> | <b>125,391</b> | <b>2,579,060</b> |
| Excess (Deficiency) of Revenues over Expenditures | (64,891)       | (195,945)      | 599,886        | 33,681         | 662,086        | 1,034,818        |

## MARINA FUND - MULTI-YEAR OPERATING TREND

|  | FY 2021          | FY 2022          | FY 2023          | FY 2024          | FY 2025          |                  |
|--|------------------|------------------|------------------|------------------|------------------|------------------|
| REVENUES FROM OPERATIONS                                 | Audited          | Audited          | Audited          | Audited          | Audited          | Total            |
| Charges For Services                                     | 1,152,264        | 1,298,273        | 1,391,263        | 1,346,312        | 1,307,312        | 6,495,425        |
| Miscellaneous Revenues                                   | 49,913           | 53,218           | 126,410          | 178,595          | 164,788          | 572,923          |
| <b>Total:</b>  | <b>1,202,177</b> | <b>1,351,491</b> | <b>1,517,673</b> | <b>1,524,907</b> | <b>1,472,100</b> | <b>7,068,348</b> |
| <b>COST OF OPERATIONS</b>                                |                  |                  |                  |                  |                  |                  |
| Personnel Services                                       | 322,862          | 294,578          | 336,522          | 410,991          | 491,281          | 1,856,235        |
| Operating Expenditures/Expenses                          | 219,670          | 235,153          | 250,921          | 262,000          | 341,869          | 1,309,614        |
| Debt Service   | 9,383            | 8,070            | 6,738            | 5,385            | 4,011            | 33,586           |
| OH Allocation Transfers Out                              | 181,100          | 140,090          | 113,813          | 130,000          | 186,800          | 751,803          |
| <b>Total:</b>  | <b>733,014</b>   | <b>677,892</b>   | <b>707,994</b>   | <b>808,376</b>   | <b>1,023,961</b> | <b>3,951,237</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>469,162</b>   | <b>673,599</b>   | <b>809,679</b>   | <b>716,531</b>   | <b>448,139</b>   | <b>3,117,111</b> |

## PARKING FUND - MULTI-YEAR OPERATING TREND

|  | FY 2021  | FY 2022  | FY 2023          | FY 2024          | FY 2025          |                  |
|--|----------|----------|------------------|------------------|------------------|------------------|
| REVENUES FROM OPERATIONS                                 | Audited  | Audited  | Audited          | Audited          | Audited          | Total            |
| Charges For Services                                     | -        | -        | 2,877,801        | 2,715,691        | 2,584,351        | 8,177,844        |
| Judgements, Fines, & Forfeits                            | -        | -        | 625,205          | 547,818          | 267,317          | 1,440,341        |
| Miscellaneous Revenues                                   | -        | -        | 42,651           | 123,727          | 189,611          | 355,989          |
| <b>Total:</b>  | <b>-</b> | <b>-</b> | <b>3,545,658</b> | <b>3,387,236</b> | <b>3,041,279</b> | <b>9,974,173</b> |
| <b>COST OF OPERATIONS</b>                                |          |          |                  |                  |                  |                  |
| Personnel Services                                       | -        | -        | 231,965          | 275,350          | 268,813          | 776,127          |
| Operating Expenditures/Expenses                          | -        | -        | 390,981          | 445,203          | 293,751          | 1,129,934        |
| Transfers Out  | -        | -        | 1,800,000        | 274,000          | 950,896          | 3,024,896        |
| <b>Total:</b>  | <b>-</b> | <b>-</b> | <b>2,422,945</b> | <b>994,553</b>   | <b>1,513,460</b> | <b>4,930,958</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>-</b> | <b>-</b> | <b>1,122,713</b> | <b>2,392,683</b> | <b>1,527,819</b> | <b>5,043,215</b> |

## SANITATION FUND - MULTI-YEAR OPERATING TREND

|  | FY 2021          | FY 2022          | FY 2023          | FY 2024          | FY 2025          |                   |
|--|------------------|------------------|------------------|------------------|------------------|-------------------|
| REVENUES FROM OPERATIONS                                 | Audited          | Audited          | Audited          | Audited          | Audited          | Total             |
| Charges For Services                                     | 1,377,902        | 1,854,441        | 2,093,710        | 2,327,514        | 2,187,269        | 9,840,835         |
| Miscellaneous Revenues                                   | 75,508           | 36,692           | 60,308           | 90,337           | 100,251          | 363,097           |
| <b>Total:</b>  | <b>1,453,410</b> | <b>1,891,133</b> | <b>2,154,018</b> | <b>2,417,851</b> | <b>2,287,520</b> | <b>10,203,932</b> |
| <b>COST OF OPERATIONS</b>                                |                  |                  |                  |                  |                  |                   |
| Personnel Services                                       | 492,687          | 528,431          | 588,501          | 955,093          | 484,180          | 3,048,891         |
| Operating Expenditures/Expenses                          | 771,608          | 803,575          | 1,018,383        | 894,624          | 999,271          | 4,487,461         |
| Transfers Out  | 40,700           | 48,020           | 81,774           | 92,100           | 139,400          | 401,994           |
| <b>Total:</b>  | <b>1,304,995</b> | <b>1,380,025</b> | <b>1,688,658</b> | <b>1,941,817</b> | <b>1,622,851</b> | <b>7,938,346</b>  |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>148,415</b>   | <b>511,108</b>   | <b>465,360</b>   | <b>476,034</b>   | <b>664,669</b>   | <b>2,265,586</b>  |

## STORMWATER FUND - MULTI-YEAR OPERATING TREND

|  | FY 2021          | FY 2022          | FY 2023          | FY 2024          | FY 2025          |                   |
|--|------------------|------------------|------------------|------------------|------------------|-------------------|
| REVENUES FROM OPERATIONS                                 | Audited          | Audited          | Audited          | Audited          | Audited          | Total             |
| Charges for Services                                     | 691,929          | 684,822          | 678,215          | 693,243          | 680,497          | 3,428,705         |
| Miscellaneous Revenues                                   | 198,063          | 159,594          | 234,622          | 229,567          | 194,015          | 1,015,860         |
| Transfers In (Debt Service)                              | 1,174,000        | 1,498,092        | 1,490,000        | 1,495,000        | 1,494,939        | 7,152,031         |
| <b>Total:</b>  | <b>2,063,992</b> | <b>2,342,507</b> | <b>2,402,836</b> | <b>2,417,810</b> | <b>2,369,451</b> | <b>11,596,596</b> |
| <b>COST OF OPERATIONS</b>                                |                  |                  |                  |                  |                  |                   |
| Personnel Services                                       | 269,490          | 288,622          | 254,086          | 397,683          | 295,595          | 1,505,476         |
| Operating Expenditures/Expenses                          | 110,508          | 163,237          | 164,987          | 191,724          | 182,586          | 813,042           |
| Debt Service   | 1,538,215        | 1,498,092        | 1,495,042        | 1,494,341        | 1,494,939        | 7,520,629         |
| Transfers Out  | 55,600           | 54,770           | 69,786           | 80,300           | 92,900           | 353,356           |
| <b>Total:</b>  | <b>1,973,813</b> | <b>2,004,721</b> | <b>1,983,901</b> | <b>2,164,048</b> | <b>2,066,020</b> | <b>10,192,503</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>90,179</b>    | <b>337,786</b>   | <b>418,936</b>   | <b>253,762</b>   | <b>303,431</b>   | <b>1,404,093</b>  |

**Madeira Beach - Preliminary Financing Scenario Analysis  
Scenario Summary**

Item 8B.

|                             | Bank Loan Financing<br>(15-Year Term) |              | Bond Issuance<br>(15-Year Term) |              | Bond Issuance<br>(30-Year Term) |              |
|-----------------------------|---------------------------------------|--------------|---------------------------------|--------------|---------------------------------|--------------|
|                             | \$10 Million                          | \$20 Million | \$40 Million                    | \$50 Million | \$40 Million                    | \$50 Million |
| Term Length                 |                                       |              |                                 |              |                                 |              |
| Final Maturity              | 10/1/2041                             | 10/1/2041    | 10/1/2041                       | 10/1/2041    | 10/1/2056                       | 10/1/2056    |
| Project Fund                | \$10,000,000                          | \$20,000,000 | \$40,000,000                    | \$50,000,000 | \$40,000,000                    | \$50,000,000 |
| Issuance Costs              | \$60,000                              | \$60,000     | \$384,696                       | \$483,595    | \$390,618                       | \$490,670    |
| Total Loan Amount           | \$10,060,000                          | \$20,060,000 | \$40,384,696                    | \$50,483,595 | \$40,390,618                    | \$50,490,670 |
| All-In True Interest Cost   | 4.34%                                 | 4.29%        | 3.76%                           | 3.76%        | 4.58%                           | 4.59%        |
| Average Annual Debt Service | \$920,689                             | \$1,835,901  | \$3,534,767                     | \$4,418,733  | \$2,478,042                     | \$3,097,642  |
| Total Debt Service          | \$13,810,328                          | \$27,538,513 | \$53,021,500                    | \$66,281,000 | \$74,341,250                    | \$92,929,250 |

\*Borrowing Rate based on estimated current market rates (as of June 9, 2026)

**Madeira Beach - Preliminary Financing Scenario Analysis**  
**Bank Loan Financing (15-Years)**

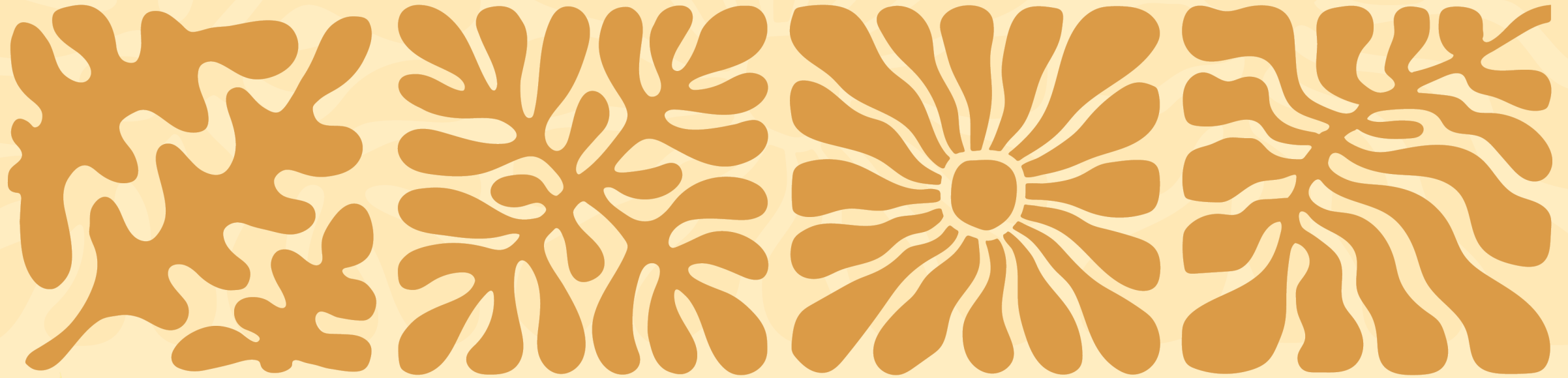
| Period Ending | \$10 Million Project        |             |                   | \$20 Million Project        |             |                   |
|---------------|-----------------------------|-------------|-------------------|-----------------------------|-------------|-------------------|
|               | Principal                   | Interest    | Debt Service      | Principal                   | Interest    | Debt Service      |
| 10/1/2027     | 493,000                     | 427,550.00  | 920,550           | 983,000                     | 852,550     | 1,835,550         |
| 10/1/2028     | 514,000                     | 406,597.50  | 920,598           | 1,025,000                   | 810,773     | 1,835,773         |
| 10/1/2029     | 536,000                     | 384,752.50  | 920,753           | 1,069,000                   | 767,210     | 1,836,210         |
| 10/1/2030     | 559,000                     | 361,972.50  | 920,973           | 1,114,000                   | 721,778     | 1,835,778         |
| 10/1/2031     | 583,000                     | 338,215.00  | 921,215           | 1,162,000                   | 674,433     | 1,836,433         |
| 10/1/2032     | 607,000                     | 313,437.50  | 920,438           | 1,211,000                   | 625,048     | 1,836,048         |
| 10/1/2033     | 633,000                     | 287,640.00  | 920,640           | 1,262,000                   | 573,580     | 1,835,580         |
| 10/1/2034     | 660,000                     | 260,737.50  | 920,738           | 1,316,000                   | 519,945     | 1,835,945         |
| 10/1/2035     | 688,000                     | 232,687.50  | 920,688           | 1,372,000                   | 464,015     | 1,836,015         |
| 10/1/2036     | 717,000                     | 203,447.50  | 920,448           | 1,430,000                   | 405,705     | 1,835,705         |
| 10/1/2037     | 748,000                     | 172,975.00  | 920,975           | 1,491,000                   | 344,930     | 1,835,930         |
| 10/1/2038     | 779,000                     | 141,185.00  | 920,185           | 1,554,000                   | 281,563     | 1,835,563         |
| 10/1/2039     | 813,000                     | 108,077.50  | 921,078           | 1,621,000                   | 215,518     | 1,836,518         |
| 10/1/2040     | 847,000                     | 73,525.00   | 920,525           | 1,689,000                   | 146,625     | 1,835,625         |
| 10/1/2041     | 883,000                     | 37,527.50   | 920,528           | 1,761,000                   | 74,843      | 1,835,843         |
|               | \$10,060,000                | \$3,750,328 | \$13,810,328      | \$20,060,000                | \$7,478,513 | \$27,538,513      |
|               | <b>Sources</b>              |             |                   | <b>Sources</b>              |             |                   |
|               | Par Amount                  |             | 10,060,000        | Par Amount                  |             | 20,060,000        |
|               | <b>Total Sources</b>        |             | <b>10,060,000</b> | <b>Total Sources</b>        |             | <b>20,060,000</b> |
|               | <b>Uses</b>                 |             |                   | <b>Uses</b>                 |             |                   |
|               | Project Fund                |             | 10,000,000        | Project Fund                |             | 20,000,000        |
|               | Issuance Costs              |             | 60,000            | Issuance Costs              |             | 60,000            |
|               | <b>Total Uses</b>           |             | <b>10,060,000</b> | <b>Total Uses</b>           |             | <b>20,060,000</b> |
|               | First Interest Payment      |             | 4/1/2027          | First Interest Payment      |             | 4/1/2027          |
|               | Final Maturity              |             | 10/1/2041         | Final Maturity              |             | 10/1/2041         |
|               | All-In True Interest Cost   |             | 4.34%             | All-In True Interest Cost   |             | 4.29%             |
|               | Average Annual Debt Service |             | \$920,689         | Average Annual Debt Service |             | \$1,835,901       |
|               | Total Debt Service          |             | \$13,810,328      | Total Debt Service          |             | \$27,538,513      |

**Madeira Beach - Preliminary Financing Scenario Analysis**  
**Bond Issuance (15-Years)**

| Period Ending  | \$40 Million Project        |              |                   | \$50 Million Project        |              |                   |
|----------------|-----------------------------|--------------|-------------------|-----------------------------|--------------|-------------------|
|                | Principal                   | Interest     | Debt Service      | Principal                   | Interest     | Debt Service      |
| 10/1/2027      | 1,700,000                   | 1,834,500.00 | 3,534,500         | 2,125,000                   | 2,293,250    | 4,418,250         |
| 10/1/2028      | 1,785,000                   | 1,749,500.00 | 3,534,500         | 2,230,000                   | 2,187,000    | 4,417,000         |
| 10/1/2029      | 1,875,000                   | 1,660,250.00 | 3,535,250         | 2,345,000                   | 2,075,500    | 4,420,500         |
| 10/1/2030      | 1,970,000                   | 1,566,500.00 | 3,536,500         | 2,460,000                   | 1,958,250    | 4,418,250         |
| 10/1/2031      | 2,065,000                   | 1,468,000.00 | 3,533,000         | 2,585,000                   | 1,835,250    | 4,420,250         |
| 10/1/2032      | 2,170,000                   | 1,364,750.00 | 3,534,750         | 2,715,000                   | 1,706,000    | 4,421,000         |
| 10/1/2033      | 2,280,000                   | 1,256,250.00 | 3,536,250         | 2,850,000                   | 1,570,250    | 4,420,250         |
| 10/1/2034      | 2,395,000                   | 1,142,250.00 | 3,537,250         | 2,990,000                   | 1,427,750    | 4,417,750         |
| 10/1/2035      | 2,510,000                   | 1,022,500.00 | 3,532,500         | 3,140,000                   | 1,278,250    | 4,418,250         |
| 10/1/2036      | 2,635,000                   | 897,000.00   | 3,532,000         | 3,295,000                   | 1,121,250    | 4,416,250         |
| 10/1/2037      | 2,770,000                   | 765,250.00   | 3,535,250         | 3,460,000                   | 956,500      | 4,416,500         |
| 10/1/2038      | 2,910,000                   | 626,750.00   | 3,536,750         | 3,635,000                   | 783,500      | 4,418,500         |
| 10/1/2039      | 3,055,000                   | 481,250.00   | 3,536,250         | 3,815,000                   | 601,750      | 4,416,750         |
| 10/1/2040      | 3,205,000                   | 328,500.00   | 3,533,500         | 4,010,000                   | 411,000      | 4,421,000         |
| 10/1/2041      | 3,365,000                   | 168,250.00   | 3,533,250         | 4,210,000                   | 210,500      | 4,420,500         |
|                | \$36,690,000                | \$16,331,500 | \$53,021,500      | \$45,865,000                | \$20,416,000 | \$66,281,000      |
| <b>Sources</b> |                             |              |                   |                             |              |                   |
|                | Bond Proceeds               |              | 40,384,696        | Bond Proceeds               |              | 50,483,595        |
|                | <b>Total Sources</b>        |              | <b>40,384,696</b> | <b>Total Sources</b>        |              | <b>50,483,595</b> |
| <b>Uses</b>    |                             |              |                   |                             |              |                   |
|                | Project Fund                |              | 40,000,000        | Project Fund                |              | 50,000,000        |
|                | Issuance Costs              |              | 384,696           | Issuance Costs              |              | 483,595           |
|                | <b>Total Uses</b>           |              | <b>40,384,696</b> | <b>Total Uses</b>           |              | <b>50,483,595</b> |
|                | First Interest Payment      |              | 4/1/2027          | First Interest Payment      |              | 4/1/2027          |
|                | Final Maturity              |              | 10/1/2041         | Final Maturity              |              | 10/1/2041         |
|                | All-In True Interest Cost   |              | 3.76%             | All-In True Interest Cost   |              | 3.76%             |
|                | Average Annual Debt Service |              | \$3,534,767       | Average Annual Debt Service |              | \$4,418,733       |
|                | Total Debt Service          |              | \$53,021,500      | Total Debt Service          |              | \$66,281,000      |

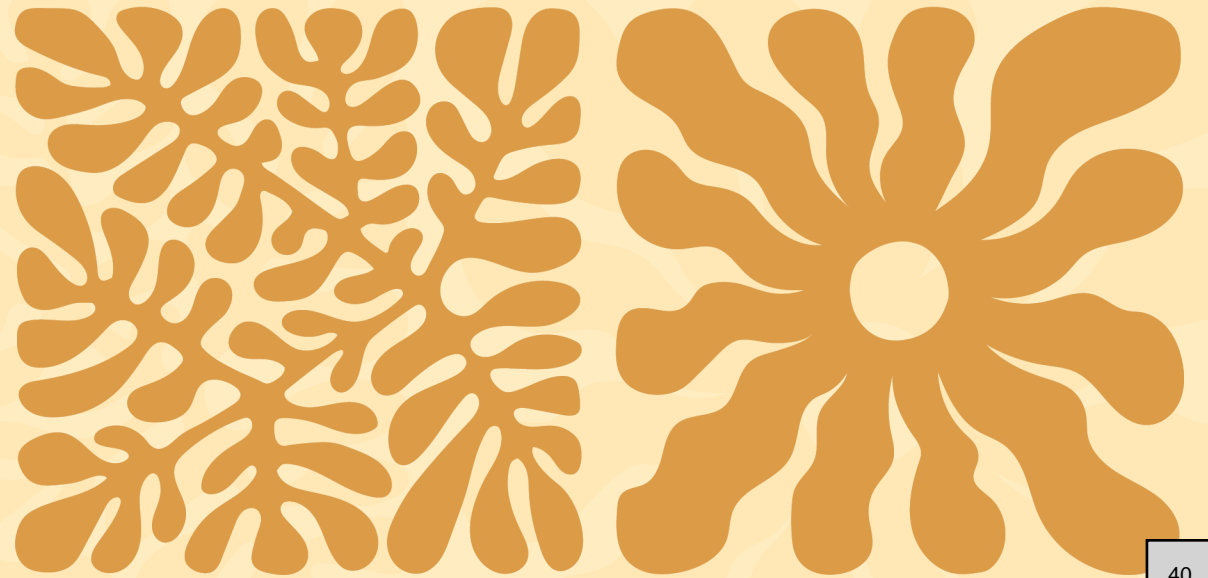
**Madeira Beach - Preliminary Financing Scenario Analysis**  
**Bond Issuance (30-Years)**

| Period Ending  | \$40 Million Project        |                     |                     | \$50 Million Project        |                     |                     |
|----------------|-----------------------------|---------------------|---------------------|-----------------------------|---------------------|---------------------|
|                | Principal                   | Interest            | Debt Service        | Principal                   | Interest            | Debt Service        |
| 10/1/2027      | 575,000                     | 1,904,750.00        | 2,479,750           | 715,000                     | 2,381,000           | 3,096,000           |
| 10/1/2028      | 605,000                     | 1,876,000.00        | 2,481,000           | 755,000                     | 2,345,250           | 3,100,250           |
| 10/1/2029      | 635,000                     | 1,845,750.00        | 2,480,750           | 790,000                     | 2,307,500           | 3,097,500           |
| 10/1/2030      | 665,000                     | 1,814,000.00        | 2,479,000           | 830,000                     | 2,268,000           | 3,098,000           |
| 10/1/2031      | 695,000                     | 1,780,750.00        | 2,475,750           | 870,000                     | 2,226,500           | 3,096,500           |
| 10/1/2032      | 730,000                     | 1,746,000.00        | 2,476,000           | 915,000                     | 2,183,000           | 3,098,000           |
| 10/1/2033      | 770,000                     | 1,709,500.00        | 2,479,500           | 960,000                     | 2,137,250           | 3,097,250           |
| 10/1/2034      | 805,000                     | 1,671,000.00        | 2,476,000           | 1,010,000                   | 2,089,250           | 3,099,250           |
| 10/1/2035      | 845,000                     | 1,630,750.00        | 2,475,750           | 1,060,000                   | 2,038,750           | 3,098,750           |
| 10/1/2036      | 890,000                     | 1,588,500.00        | 2,478,500           | 1,110,000                   | 1,985,750           | 3,095,750           |
| 10/1/2037      | 935,000                     | 1,544,000.00        | 2,479,000           | 1,170,000                   | 1,930,250           | 3,100,250           |
| 10/1/2038      | 980,000                     | 1,497,250.00        | 2,477,250           | 1,225,000                   | 1,871,750           | 3,096,750           |
| 10/1/2039      | 1,030,000                   | 1,448,250.00        | 2,478,250           | 1,290,000                   | 1,810,500           | 3,100,500           |
| 10/1/2040      | 1,080,000                   | 1,396,750.00        | 2,476,750           | 1,350,000                   | 1,746,000           | 3,096,000           |
| 10/1/2041      | 1,135,000                   | 1,342,750.00        | 2,477,750           | 1,420,000                   | 1,678,500           | 3,098,500           |
| 10/1/2042      | 1,190,000                   | 1,286,000.00        | 2,476,000           | 1,490,000                   | 1,607,500           | 3,097,500           |
| 10/1/2043      | 1,250,000                   | 1,226,500.00        | 2,476,500           | 1,565,000                   | 1,533,000           | 3,098,000           |
| 10/1/2044      | 1,315,000                   | 1,164,000.00        | 2,479,000           | 1,645,000                   | 1,454,750           | 3,099,750           |
| 10/1/2045      | 1,380,000                   | 1,098,250.00        | 2,478,250           | 1,725,000                   | 1,372,500           | 3,097,500           |
| 10/1/2046      | 1,450,000                   | 1,029,250.00        | 2,479,250           | 1,810,000                   | 1,286,250           | 3,096,250           |
| 10/1/2047      | 1,520,000                   | 956,750.00          | 2,476,750           | 1,905,000                   | 1,195,750           | 3,100,750           |
| 10/1/2048      | 1,600,000                   | 880,750.00          | 2,480,750           | 1,995,000                   | 1,100,500           | 3,095,500           |
| 10/1/2049      | 1,675,000                   | 800,750.00          | 2,475,750           | 2,095,000                   | 1,000,750           | 3,095,750           |
| 10/1/2050      | 1,760,000                   | 717,000.00          | 2,477,000           | 2,200,000                   | 896,000             | 3,096,000           |
| 10/1/2051      | 1,850,000                   | 629,000.00          | 2,479,000           | 2,310,000                   | 786,000             | 3,096,000           |
| 10/1/2052      | 1,940,000                   | 536,500.00          | 2,476,500           | 2,425,000                   | 670,500             | 3,095,500           |
| 10/1/2053      | 2,040,000                   | 439,500.00          | 2,479,500           | 2,550,000                   | 549,250             | 3,099,250           |
| 10/1/2054      | 2,140,000                   | 337,500.00          | 2,477,500           | 2,675,000                   | 421,750             | 3,096,750           |
| 10/1/2055      | 2,250,000                   | 230,500.00          | 2,480,500           | 2,810,000                   | 288,000             | 3,098,000           |
| 10/1/2056      | 2,360,000                   | 118,000.00          | 2,478,000           | 2,950,000                   | 147,500             | 3,097,500           |
|                | <b>\$38,095,000</b>         | <b>\$36,246,250</b> | <b>\$74,341,250</b> | <b>\$47,620,000</b>         | <b>\$45,309,250</b> | <b>\$92,929,250</b> |
| <b>Sources</b> |                             |                     |                     |                             |                     |                     |
|                | Bond Proceeds               |                     | 40,390,618          | Bond Proceeds               |                     | 50,490,670          |
|                | <b>Total Sources</b>        |                     | <b>40,390,618</b>   | <b>Total Sources</b>        |                     | <b>50,490,670</b>   |
| <b>Uses</b>    |                             |                     |                     |                             |                     |                     |
|                | Project Fund                |                     | 40,000,000          | Project Fund                |                     | 50,000,000          |
|                | Issuance Costs              |                     | 390,618             | Issuance Costs              |                     | 490,670             |
|                | <b>Total Uses</b>           |                     | <b>40,390,618</b>   | <b>Total Uses</b>           |                     | <b>50,490,670</b>   |
|                | First Interest Payment      |                     | 4/1/2027            | First Interest Payment      |                     | 4/1/2027            |
|                | Final Maturity              |                     | 10/1/2056           | Final Maturity              |                     | 10/1/2056           |
|                | All-In True Interest Cost   |                     | 4.58%               | All-In True Interest Cost   |                     | 4.59%               |
|                | Average Annual Debt Service |                     | \$2,478,042         | Average Annual Debt Service |                     | \$3,097,642         |
|                | <b>Total Debt Service</b>   |                     | <b>\$74,341,250</b> | <b>Total Debt Service</b>   |                     | <b>\$92,929,250</b> |



# Strategic Plan Public Workshop

June 11<sup>th</sup>, 2026



# Introductions

# Purpose of Today

- Receive feedback from the Board of Commissioners and community members on current conditions and future priorities
- Provide direction for the Staff, Board, and Consultant team to create 1-, 5-, and 10-Year Prioritized Action Plan Tables for the Strategic Plan

# Schedule

- Morning Work Session: 9:00 AM – 12:00 PM
  1. Introductions
  2. Strategic Plan Overview and Purpose
  3. Live Polling
  4. Guiding Pillars
  5. Financial State of the City Summary
  
- Lunch Break: 12:00 PM – 1:00 PM
  
- Afternoon Work Session: 1:00 PM – 4:00 PM
  1. Summary of Morning Themes
  2. Strategic Decision-Making Process and Activity
  3. Summary of What We Heard Today
  4. Next Steps
  5. Public Comment



# Public Participation Process & Workshop Ground Rules

- Public Comment Guidelines:
  - 3 minutes per speaker for oral comments
  - Written comment cards accepted at registration and during workshop
- Commissioner Discussion Guidelines:
  - The Mayor, Vice Mayor, and Commissioners will have an opportunity to voice their priorities

This workshop is a **deliberative session: no formal Board votes are anticipated**, and any items requiring Commission action will be placed on a future regular meeting agenda.

# What is a Strategic Plan?

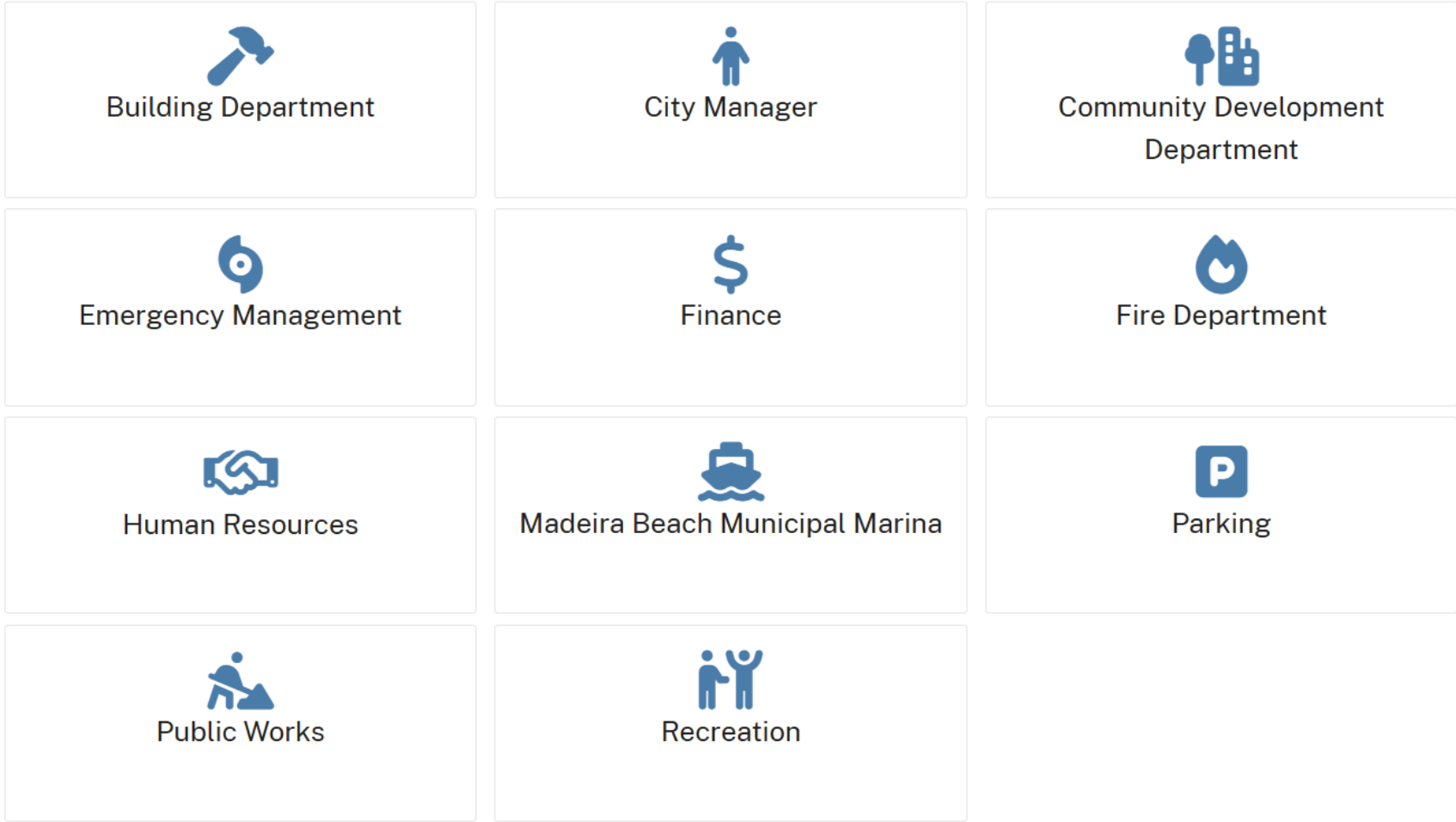
- A document that defines an organization's direction and priorities through specific actions for long-term success
- For Madeira Beach: A list of deliberately-chosen infrastructure projects and studies to prioritize within the next year, 5-years, and 10-years.

# Why is the Strategic Planning Process Important?

- Establishes a long-term community vision which takes City staff and the public's priorities into account.
- Maintains quality infrastructure and City services.
- Encourages sustainable and resilient city design.
- Defines relevant, measurable goals which can be achieved within a specified timeframe.

# Why is the Strategic Planning Process Important?

- The City is made up of many departments with varying needs
- The Strategic Plan aims to balance these needs and set predictable expectations



# What is a Strategic Plan?

## What the Strategic Plan does:

- ✓ **Transitions vision to action** and expresses what is important to accomplish
- ✓ **Identifies key projects and initiatives** from adopted plans that help the City adapt to evolving physical, socioeconomic, and environmental conditions over time
- ✓ **Guides City officials to prioritize** policy changes or certain projects based on budgetary considerations
- ✓ **Outlines a strategic approach** to decision-making and development in the short- to mid-term that reflects the community's priorities

## What the Strategic Plan does not do:

- ✗ Set broad, long-term goals for the overall growth and development of the City
- ✗ Replace the need for a CIP, annual budget, or Comprehensive Plan
- ✗ Require City officials to make policy or regulatory changes

# Understanding Community Priorities

- All projects cannot be a priority due to limited funding, time, and staff capacity.
- This process establishes a framework to prioritize which projects should be funded first.
- To develop this process, we need to establish guiding pillars based on shared priorities from Staff, Commission, community and City guiding documents.

## City Guiding Documents

- Capital Improvement Program (CIP) List
- Comprehensive Plan
- Land Development Regulations
- Master Plan
- John's Pass Special Area Plan
- Town Center Special Area Plan
- Watershed Management Plan

# The New City Master Plan



**New Development/  
Redevelopment**



**Transportation/  
Mobility**



**Parks, Recreation,  
and Public Spaces**



**Economic/Business  
Development**



**Sustainability and  
Resiliency**



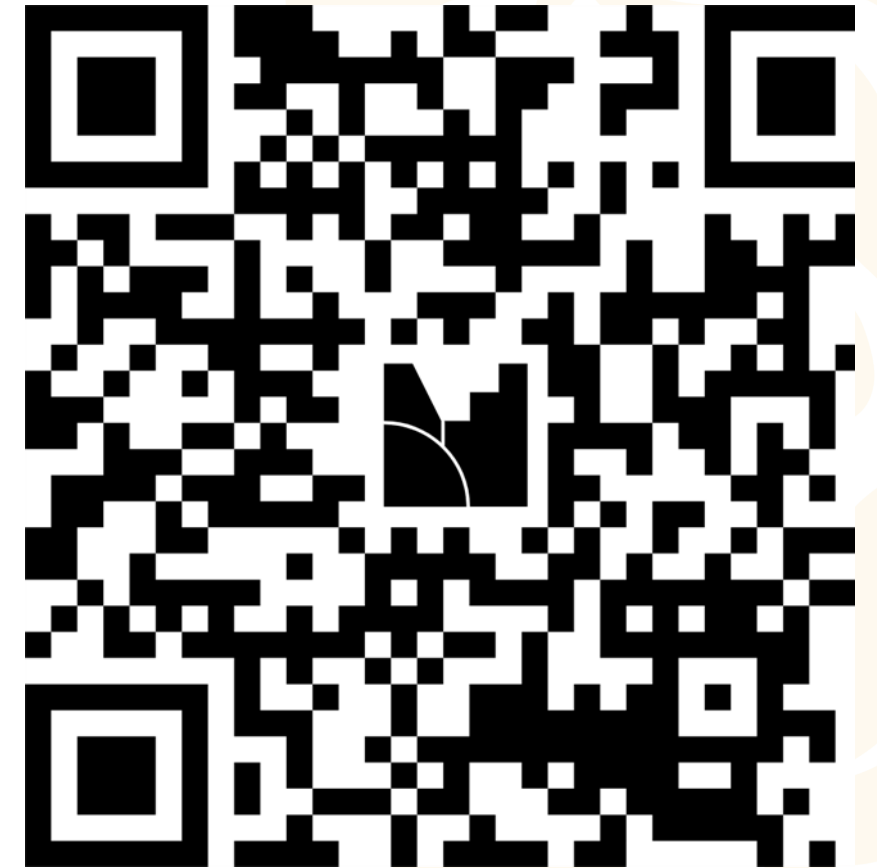
**Beautification and  
Placemaking**

# Questions?

# Break

# Live Survey

- <https://www.menti.com/bldk3zwebj33>
- Join Code: 9763 0210



# Draft Guiding Pillars

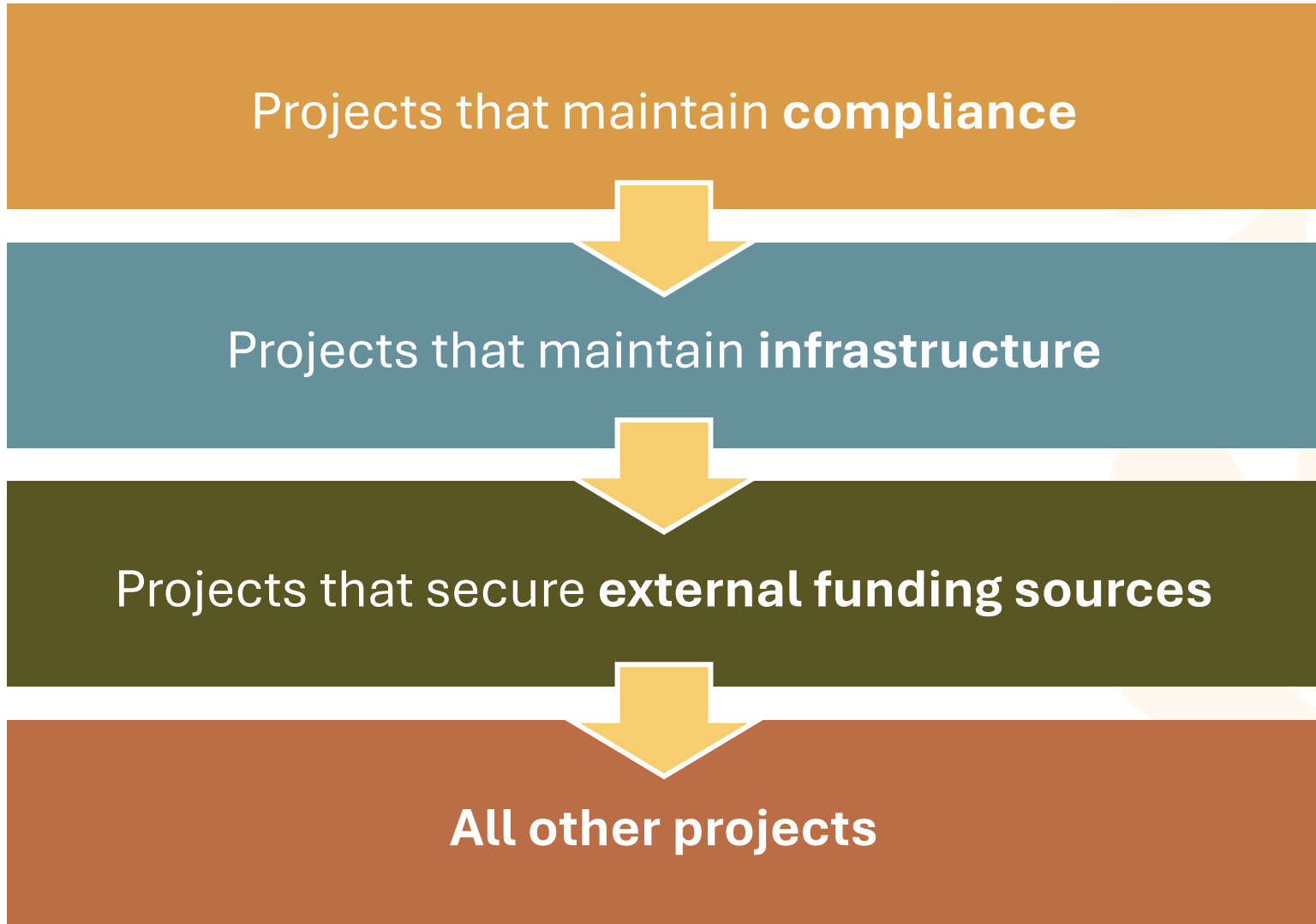
| Guiding Pillars                                 | Definitions  |
|---|--|
| <b>Stewardship</b>                              | The responsible management and protection of resources.  |
| <b>Equity</b>                                   | Fair and just consideration of needs that removes barriers to opportunity and spreads improvements throughout the City.            |
| <b>Growth and Resilience</b>                    | Increasing capacity, maintaining and upgrading infrastructure, and expanding economic drivers.                                     |
| <b>Community Experience</b>                     | The overall quality of interactions, services, and environment as perceived by residents, visitors, or users within a community.   |
| <b>Leveraging External Funding Partnerships</b> | Securing and maximizing financial support from outside organizations (e.g., federal/state agencies, nonprofits, private entities). |
| <b>Regulatory Compliance</b>                    | Adherence to laws, rules, standards, and guidelines set by governing authorities.  |

# Strategic Plan Inputs

- There are numerous tasks and projects to be programming into the Strategic Plan:
  - Stormwater and Drainage Infrastructure
  - Transportation and Mobility
  - Parks, Recreation, and Public Facilities
  - Resiliency and Public Facility Improvements
  - Beautification and Placemaking
  - Code, Policy, and Regulatory Actions
  - Studies and Plans
  - 555 150<sup>th</sup> Avenue Waterfront Development



# Strategic Plan Prioritization Considerations



# Changing Landscape

- Community needs are changing and increasing
- Many factors can guide or change a community's decision-making process makes
  - Hurricane recovery and needs
  - Regional, State, and Federal regulations and legislature



# Financial State of the City Summary

Item 8B.

# Questions?

# Lunch Break

# Afternoon Session 1:00pm – 4:00pm

1. Summary of Morning Themes
2. Decision-Making
3. Strategic Prioritization
4. Summary of What We Heard Today
5. Next Steps
6. Public Comment

# Summary of Morning Themes

# Decision-Making

## Group Scenario Activity

- A developer is redeveloping a site in the City with mixed-use development which will be a major attraction and activity generator in the City. The developer wants the City to provide land for a parking garage to support the development.
- Does the City provide the land? Why or why not?

# Current City Decision-Making Operations

- How do you currently make decisions?
- How do you choose what to spend on priorities?

# Decision-Making Framework Guidance

1. Does it have a valid public purpose?
2. Has a solution been vetted and identified?
3. “But For” – Can the solution be solved without City intervention?
4. Does it rise above other priorities?
5. Can it be accomplished with or without existing resources?
6. Are we willing to assume debt (fees/taxes)?
7. Does it align with previously adopted initiatives?

## Next Steps

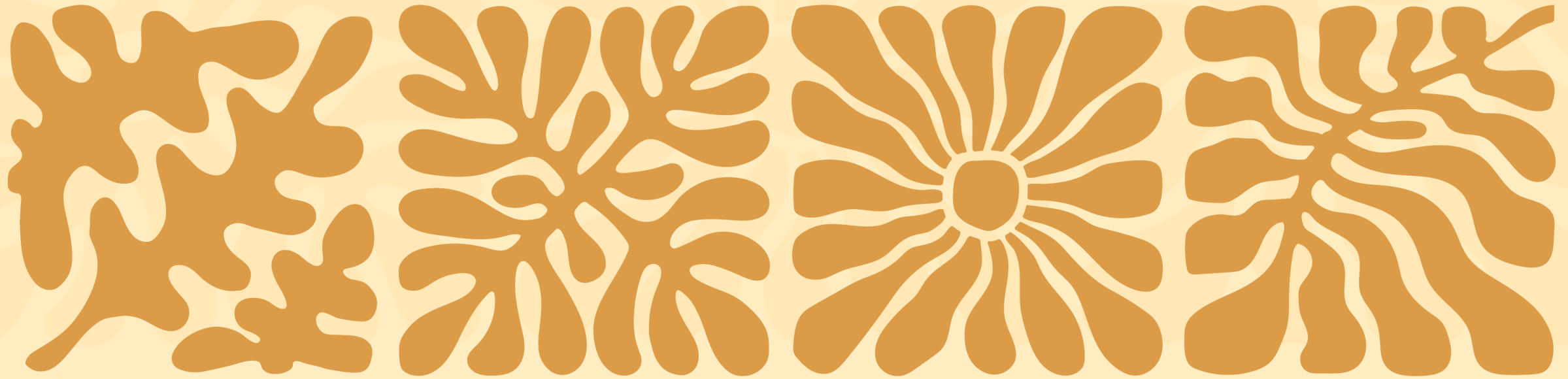
- Develop 1-, 5-, and 10-Year Strategic Plan tables
- 555 150<sup>th</sup> Avenue Property
  - Major focus and priority to the City

# Board Priority Discussion: Individual Commissioner Perspectives

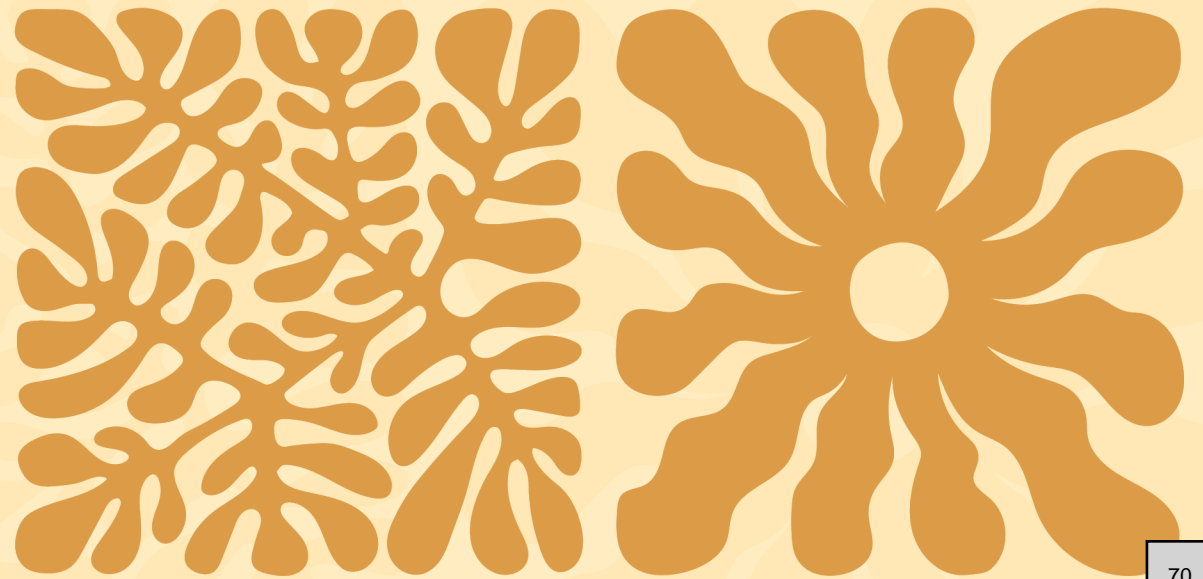
- 5-10 minutes per Commissioner to share:
  - Top priorities
  - Major concerns

# Questions or concerns?

# Public Comment



**Thank you!**





**MINUTES**

**BOARD OF COMMISSIONERS**  
**BUDGET WORKSHOP MEETING**  
**JUNE 24, 2026**  
**2:00 P.M.**

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 2:00 p.m. on June 24, 2026 in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

**MEMBERS PRESENT:** Anne-Marie Brooks, Mayor  
 Eddie McGeehen, Vice Mayor/Commissioner District 3  
 David Tagliarini, Commissioner District 1  
 Charles "Chuck" Dillon, Commissioner District 2  
 Housh Ghovae, Commissioner District 4

**MEMBERS ABSENT:** None

**CHARTER OFFICERS PRESENT:** Michael Helfrich, City Manager  
 Clara VanBlargan, City Clerk  
 Thomas Trask, City Attorney  
 Andrew Laflin, Finance Director Consultant

**1. CALL TO ORDER**

Mayor Brooks called the meeting to order at 2:00 p.m.

**2. ROLL CALL**

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

**3. PUBLIC COMMENT**

Mayor Brooks noted that there were no members of the public in attendance.

**4. DISCUSSION ITEMS**

**A. FY 2027 Budget Workshop #3 – Revenue Analysis**

Finance Director Consultant Andrew Laflin explained that the workshop's focus would be an in-depth examination of revenues on a fund-by-fund basis and outlined the sequence of upcoming budget milestones: the July workshop would present a full picture by combining departmental operating expense requests with the revenue figures discussed; the August workshop would serve

as a follow-up to revisit any outstanding questions and concerns; and the two public meetings in September would be held to formally adopt the budget.

### **I. Revenues Budget – Preliminary FY 2027**

Mr. Laflin provided a multi-year revenue trend analysis, walking the Commission through a revenue snapshot on pages 5–7 of the meeting packet. The data included two years of fully audited actuals (FY 2024 and FY 2025), year-to-date figures for FY 2026 (with approximately nine months elapsed), the FY 2026 budgeted revenues, and the proposed FY 2027 revenue budget. He noted that these figures were drawn from the prior week and were relatively recent.

Turning to the revenue summary by fund on page 8 of the packet, Mr. Laflin acknowledged that the overall numbers showed significant apparent fluctuations from year to year. For instance, the General Fund appeared to drop from \$23.9 million budgeted in FY 2026 to \$15.8 million proposed for FY 2027. He encouraged the Commission to look into the fund-by-fund detail to understand why such differences existed, as many were attributable to one-time or non-recurring revenues.

Commissioner Tagliarini asked for the top three reasons for the projected decrease in total proposed FY 2027 revenues across all funds compared with FY 2025 and FY 2026. Mr. Laflin responded that the answer lay in the fund-by-fund breakdowns and suggested they first examine the General Fund detail to illuminate those differences.

#### **General Fund Revenue Detail**

Beginning on page 9 of the packet, Mr. Laflin walked through the General Fund revenue detail line by line, highlighting several key items that explained the year-over-year fluctuations.

He first identified the Pinellas County Fire EMS reimbursement, explaining that the spike in FY 2026 revenues was due to reimbursement from Pinellas County for construction-related expenses on the Redington fire station project. He noted that approximately \$4.4 million had been budgeted for FY 2026 and \$3 million for FY 2027, with very little actual revenue in FY 2025 and none in FY 2024, as the project had not yet commenced. He characterized this as a one-time item that skews year-over-year comparisons.

On page 10, Mr. Laflin drew attention to the FEMA grant revenues line item, explaining that the City had recognized a large reimbursement of approximately \$4.5 million in FY 2025 actuals related to hurricane damage. It was not originally budgeted because the storms were not anticipated. He noted that no budgetary revenue had been recognized in that account, yet a large spike appeared in the actuals. He added that the City had also budgeted some FEMA reimbursements for FY 2027, given that the storm had already occurred and additional reimbursements were now anticipated. He then disclosed, in real time, that the City had received \$1,050,813 from FEMA through the State of Florida that very day, \$617,987 for beach parking lot repairs and \$432,826 for Archibald Park, making the FEMA grant revenue figure in the packet already outdated and higher than the \$357,000 shown. Mr. Laflin expressed obvious satisfaction at this news.

Mayor Brooks then raised several specific line items in which FY 2026 budget figures appeared to be significantly higher than historical actuals. The first was the fuel tax refund, where actuals were approximately \$4,100 in FY 2024 and \$3,500 in FY 2025, followed by a FY 2026 budget of \$5,000. Year-to-date FY 2026 collections stood at only \$1,198, with a proposed FY 2027 budget of \$5,500. The Mayor questioned why the City would budget considerably more than had historically been received. Mr. Laflin acknowledged that a more conservative estimate might be warranted going forward.

Mayor Brooks raised the rental inspection fees. FY 2024 actuals were just under \$18,000; FY 2025 actuals had dropped sharply to approximately \$2,100; the FY 2026 budget had been set at \$25,000; year-to-date FY 2026 collections stood at only \$3,640; and the proposed FY 2027 budget was \$5,000. The Mayor speculated that the FY 2024 hurricane had significantly affected these revenues, suggesting that the City had assumed greater recovery by this point than had actually materialized. Mr. Laflin agreed that hurricane-related factors were a likely explanation for the FY 2025 decline and the bleed-over into FY 2026, and expressed cautious optimism that the \$5,000 estimate for FY 2027 was defensible given expected continued recovery.

Commissioner Dillon raised a question about the sponsorship revenue line, which had been budgeted at \$50,000 in both the proposed FY 2026 and FY 2027 budgets, yet FY 2024 actuals showed only about \$6,700 and FY 2025 actuals showed only \$650. Recreation Director Jay Hatch explained that sponsorship revenues, generated primarily through the Seafood Festival, had been recorded in a Special Events line item rather than the Sponsorship line, accounting for the discrepancy.

Mayor Brooks followed up by noting that the Special Events line item under the Recreation Department showed zero actuals in FY 2024 and FY 2025, and asked how the Special Event revenues from those years, when the Seafood Festival was held, had been captured. Mr. Laflin clarified that in FY 2024 and FY 2025, Special Event revenues had been posted under the non-departmental 1400 account, and that starting in FY 2026, an effort was made to more appropriately departmentalize recreation-type revenues under department 5000. He noted that page 11 of the packet reflected actuals of \$179,531 in FY 2024 and \$197,643 in FY 2025 under the non-departmental account, with those amounts being zero under the Recreation Department account for those same years because the account string had not existed at that time. The Mayor acknowledged this clarification.

The City Clerk raised a question about the election qualifying fees line, explaining that these are not true net revenues; the amounts collected pass through to the Pinellas County Supervisor of Elections and to the State. Mr. Laflin confirmed that, from an accounting standpoint, the City must still recognize all inflows and outflows, regardless of whether they net to zero, using the fire station reimbursement as a comparable example. He explained that for activities where the City is actively supervising and overseeing a process, as opposed to merely serving as a custodian, the accounting guidance requires recognition of both the revenue and the corresponding expense rather than netting them out.

Commissioner Ghovaee asked whether Gulf Boulevard undergrounding proceeds from Duke Energy should appear as a line item in the General Fund revenues. Mr. Laflin directed the

Commissioner's attention to the last line item on page 10 of the packet, explaining that Gulf Boulevard undergrounding proceeds had been coded to the Pinellas County revenue line because the proceeds came through Pinellas County as Penny for Pinellas money. He noted significant revenue in the FY 2024 and FY 2025 actuals but asked Public Works Director Megan Wepfer whether FY 2026 revenue was also expected.

Director Wepfer confirmed that the final phase of the Gulf Boulevard undergrounding project was underway and was scheduled for completion by the end of FY 2026. She noted that the project had been ongoing since 2019 and that the final phase had come in over budget relative to the Penny for Pinellas allocation, though she indicated she would need to confirm the specific amount of the overrun with the Finance Department. She attributed the delays and cost overruns to Duke Energy rather than to any action by the City.

Commissioner Ghovae asked how much the overrun was, and Director Wepfer said she would need to get back to him with the figure.

Mr. Laflin also identified the ARPA NEU grant proceeds as another significant one-time item, noting that in FY 2024 the City recognized \$2.1 million in revenue from the American Rescue Plan Act, which had no spending restrictions and could be used for operational needs, making it another non-recurring item that skewed year-to-year comparisons.

Commissioner Dillon asked whether Mr. Laflin had seen any red flags in the revenue figures reviewed so far. Mr. Laflin responded that, in isolation, no red flags were apparent on the revenue side, though he noted that ad valorem taxes, the primary revenue source, would be examined in detail shortly. He reiterated that a full assessment of the City's fiscal position would require reviewing revenues alongside personnel, operating, and capital expenses; work that would be completed for the July workshop.

Returning to the General Fund detail on page 12, Mr. Laflin drew the Commission's attention to the line item titled "Fund Balance Net Position Carryover Used," explaining that it was a purely budgetary item used to balance the budget when projected revenues were insufficient to cover projected expenditures. He noted that in FY 2026, \$5.5 million had been budgeted to be drawn from existing reserves to fund the projected shortfall. He stressed that this was not an actual expenditure but a budgetary mechanism. He then issued a cautionary note for the FY 2027 budget cycle, stating that the depletion of reserves over time made him "less comfortable" with a \$5.5 to \$6 million budgetary shortfall going into FY 2027, compared with how he had felt entering FY 2026, given the City's large capital acquisition. He noted that the FY 2027 figure for that line item remained at zero pending completion of the budgetary expense compilation, and that the full picture would be available by the July workshop.

### **Marina Fund Revenue Detail**

Mr. Laflin briefly reviewed the Marina Fund revenue detail on page 14 of the packet, noting that the Marina Fund had been a consistent producer year over year, with no significant changes from prior years. He noted that interest earnings had not yet been populated for this fund and that the

Finance Department would fill in those figures. He invited the Marina Manager to address any questions but noted there appeared to be none.

### **Stormwater Fund Revenue Detail**

Mr. Laflin moved to the Stormwater Fund; the primary revenue source is the stormwater service.

Commissioner Dillon asked why no transfer from the General Fund was recorded in FY 2025, noting that such transfers had appeared in FY 2024 and were expected again in FY 2026. Mr. Laflin explained that the General Fund transfer was intended to cover the Stormwater Fund's annual debt service obligation of approximately \$1.5 to \$1.6 million, and that the absence of a recorded transfer in FY 2025 may have reflected either a data issue or sufficient cash within the Stormwater Fund to absorb the obligation that year. He emphasized that the debt service requirement itself does not go away, regardless of whether a formal interfund transfer is recorded.

Commissioner Dillon connected this to a prior discussion about a potential increase in the stormwater fee, noting that even doubling the current \$10 fee to \$20 would generate only approximately \$1.4 million; still short of the approximately \$2 million annual cost of the Stormwater operation including debt service.

Mayor Brooks indicated that a future workshop would be dedicated specifically to stormwater fees and the broader financial picture of the Stormwater Fund. Mr. Laflin agreed and directed the Commission to page 35 of the packet, which presented the Stormwater Fund's multi-year operating trend. He walked through the cost structure, explaining that, after stripping out one-time capital outlays funded through debt issuance, the true annual operating cost of the Stormwater Fund, including debt service principal and interest, was approximately \$1.9 to \$2 million per year. He further noted that future strategic plan projects would likely require additional debt issuance, which would increase the annual debt service requirement rather than replace existing obligations. He summarized the fiscal gap plainly, "It's about a \$2 million operation, and then if you look at the charges for services line, it's about \$700,000 we're collecting." He committed to providing a deeper-dive workshop that would include a benchmark analysis of stormwater fee rates charged by comparable Pinellas County communities to inform any potential fee update decision.

### **Parking Fund, Sanitation Fund, and Other Funds**

Mr. Laflin reviewed the Parking Fund revenues, noting breakdowns by area, including John's Pass Village, City South Beach, Village Boulevard, and miscellaneous lots, as well as fines and non-resident parking permits. He then moved to the Sanitation Fund, noting its simplicity: revenue consisted primarily of sanitation charges and a recycling service fee. He mentioned that a fee increase enacted in approximately FY 2022–2023 accounted for the uptick visible in the historical data, and that no further increase had been made since, resulting in consistent revenues from FY 2024 to FY 2026. He expressed satisfaction that FY 2025 sanitation revenues did not show a significant decline despite the displacement and teardowns caused by the hurricane.

For the Archibald Park Fund, Mr. Laflin noted that the primary revenue source was Archibald Beach parking meter revenue, with minor contributions from chair rentals and the historical snack

shack, as well as a prior State appropriation for beach groin renourishment. The Local Option Sales Tax Fund showed very consistent year-over-year revenues from the 7-cent discretionary surtax (Penny for Pinellas). The Building Fund showed some fluctuation in permit revenues, attributed to fee concessions made in FY 2025 that bled into FY 2026. The Impact Fee Fund revenues were flagged as TBD, pending passage of a resolution proposing a moratorium on mobility fee collection.

Regarding the Gas Tax Fund, Mr. Laflin noted that it was very consistent and required no special discussion.

Commissioner Ghovae asked about the credit card convenience fee line item in the Building Fund. Mr. Laflin explained that when customers pay online or by credit card, the City charges a service fee of approximately 3%, which is recognized as revenue. The City also incurs corresponding credit card processing transaction fees that offset it.

Commissioner Tagliarini asked about the impact fee situation, specifically whether any projects were being left undone because of the absence of those fees. Mr. Laflin explained that the Impact Fee Fund had been accumulating revenues without specific project assignments and acknowledged that without impact fees, less funding would be available for infrastructure and park improvements tied to the City's expanding development footprint. Community Development Director Marci Forbes clarified that the only impact fee being suspended through the upcoming resolution was the mobility fee, following a Kimley-Horn review that determined the City's mobility fee may have been duplicating a transportation component already collected in the Pinellas County impact fee. All other impact fees, including recreation, public safety, and the county-level fees, were still being collected. She explained that collected funds accumulate until an eligible project is identified by the relevant department heads.

Commissioner Ghovae asked whether Pinellas County collected a water and sewer impact fee. Director Forbes was not certain, but Commissioner Ghovae confirmed that Pinellas County does assess water and sewer impact fees, calculated based on fixtures and dwelling units for new development. Mr. Laflin acknowledged this, noting that the county may refer to these as "capacity fees" or "connection fees" for new development connecting to the county water and sewer system, and that the difference may be partly a matter of terminology.

## **II. Ad Valorem Tax Revenue analysis – Preliminary FY 2027**

Mr. Laflin transitioned to the ad valorem tax revenue analysis, beginning on page 26 of the packet. He explained that, in presenting this analysis, he had assumed the same millage rate of 2.75 mills currently in effect. The taxable values were drawn from the Pinellas County Property Appraiser's Office as of June 17, 2026, reflecting assessed values as of January 1, 2026. With the current 50,000 homestead exemption, the preliminary estimated ad valorem tax revenue for Madeira Beach in FY 2027 was \$5,331,192.

Mr. Laflin then outlined the primary purpose of the ad valorem analysis: to assess the potential impact of the statewide property tax reform measure, which would increase the homestead exemption from \$50,000 to \$150,000 in a first phase and, if approved by voters in November, to

\$250,000. He emphasized that even if voters approved the measure, there would be no retroactive impact on the FY 2027 budget; the City would already be in its tax collection cycle before the measure could take effect, and any impact would first be felt in the FY 2027–2028 levy year. It is completely moot for our fiscal year 27 budget.

In a hypothetical scenario with a \$150,000 homestead exemption, the City's taxable value would decline from approximately \$2.04 billion to approximately \$1.93 billion, resulting in a revenue loss of approximately \$284,000. If the exemption were increased to \$250,000, the revenue loss would be approximately \$530,000. Mr. Laflin emphasized that these figures were not as dramatic as some might fear, given the nature of Madeira Beach's property landscape.

Turning to page 27, Mr. Laflin provided a detailed breakdown of homesteaded versus non-homesteaded parcels across property types. Single-family homes showed 454 homesteaded and 671 non-homesteaded parcels. Condominiums showed 1,050 homesteaded and 270 non-homesteaded. Commercial and other properties, categorized as "all other," showed 547 non-homesteaded and only 89 homesteaded. He explained that the homestead exemption reform would benefit only homesteaded properties and that Madeira Beach had a notably high proportion of non-homesteaded properties relative to inland communities, owing to its character as a beach town with significant tourism activity and rental properties. He contrasted Madeira Beach with one of his inland clients, Glades County, where the dynamics were entirely different: "It's there's not a lot of people visiting and renting out their homes, right? So it's a lot of homeowners and not a lot of commercial." He concluded that Madeira Beach was relatively "insulated" from the full force of the reform compared to purely residential inland communities, while still acknowledging the impact was real: "We're going to be losing, you know, whatever that previous page from \$300 to \$500,000. I mean, that's still real money."

Commissioner Dillon asked for clarification, confirming that the non-homesteaded properties, most of which are in Madeira Beach, would receive no benefit from the expanded homestead exemption unless their owners changed their homestead status before the start of the applicable assessment year. Mr. Laflin confirmed that this was correct.

On page 28, Mr. Laflin presented five homeowner scenarios showing the actual impact on tax bills for individual property owners at assessed values of \$225,000, \$375,000, \$650,000, \$1.2 million, and \$2.5 million. He walked through the millage rate breakdown across all taxing jurisdictions, including the County General Fund, County Health Department, Pinellas County EMS, school taxes, and the City of Madeira Beach, noting that the total combined millage rate was 16.2172 mills. He emphasized that school taxes were not affected by the proposed homestead exemption reform, so property owners would still owe taxes on the school portion even if the municipal taxable value dropped to zero. For a \$225,000 assessed-value homesteaded property, the tax bill would decline from approximately \$3,200 to approximately \$2,160 under the \$150,000 exemption scenario, or to approximately \$1,416 under the \$250,000 scenario (with the remaining liability attributable solely to school taxes). For a high-value home assessed at \$2.5 million, the savings would be relatively minor, moving from approximately \$40,000 to approximately \$39,000, as the reform affects only the first portion of the assessed value. He noted the asymmetric nature of the reform's benefit: "You're not going to see the needle move much on the higher valued homes because it's only that first \$150,000 instead of \$50,000."

### III. Strategic Plan Financial Presentation

Mr. Laflin briefly reviewed the Strategic Plan financial presentation materials, which had been incorporated into the meeting packet after their earlier presentation to the group. He noted that the materials had already been discussed in a prior strategic plan session and that he did not wish to belabor the same ground, but wanted to ensure commissioners had the information in their packets for reference.

Mr. Laflin directed the Commission's attention to page 32 for the General Fund multi-year operating trend, explaining that his approach had been to exclude all one-time capital items, including Gulf Boulevard undergrounding, John's Pass dredging, and hurricane-related costs, to present a clear picture of recurring operating revenues versus recurring operating expenses. He noted that the General Fund had shown a strong excess of revenues over expenditures in FY 2021 and FY 2022, but that this figure had dropped significantly in subsequent years, partly due to the creation of a separate Parking Fund, which removed parking revenues, formerly \$3.4 to \$4.1 million, from the General Fund and redirected them to the new fund.

Mr. Laflin directed the Commission to page 35 for the Stormwater Fund multi-year operating trend, which had already been briefly reviewed during the earlier Stormwater Fund discussion. He reiterated that the annual operating cost, including debt service, was approximately \$2 million, compared with approximately \$700,000 in charges for services.

Mr. Laflin presented a debt issuance cost summary on page 36, providing the Commission with a general framework for evaluating potential borrowing scenarios. He explained the key considerations: for amounts in the \$10–\$20 million range, a bank loan would likely be the preferred vehicle due to lower issuance costs, while amounts above that threshold would likely warrant a public bond offering to secure a better interest rate, despite higher issuance costs. He summarized the annual debt service implications across several hypothetical scenarios: a \$10 million issuance would carry approximately \$1 million in annual debt service, while a \$50 million issuance over 15 years would carry approximately \$4.4 million in annual debt service. He characterized this matrix as a tool to help the Commission gauge "what's really realistic for us based on amount and term."

Mr. Laflin concluded by summarizing the workshop's output and setting expectations for the July workshop, where personnel, operating, and capital expense requests would be combined with revenue figures to produce a preliminary full picture of the FY 2027 budget.

### 5. ADJOURNMENT

Mayor Brooks adjourned the meeting at 3:11 p.m.

ATTEST:

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

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



**MINUTES**

**BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MEETING**  
**JUNE 24, 2026**  
**4:00 P.M.**

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 4:00 p.m. on June 24, 2026, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

**MEMBERS PRESENT:** Anne-Marie Brooks, Mayor  
 Eddie McGeehen, Vice Mayor/Commissioner District 3  
 David Tagliarini, Commissioner District 1  
 Charles "Chuck" Dillon, Commissioner District 2  
 Housh Ghovae, Commissioner District 4

**MEMBERS ABSENT:** None.

**CHARTER OFFICERS PRESENT:** Michael Helfrich, City Manager  
 Clara VanBlargan, City Clerk  
 Thomas Trask, City Attorney  
 Andrew Laflin, Finance Director Consultant

**1. CALL TO ORDER**

Mayor Brooks 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**

Mayor Brooks noted that no members of the public were present for public comment.

**4. PRESENTATIONS**

**A. 2026 Legislative Update – RJ Myers with Myers Consulting Group**

RJ Myers of Myers Consulting Group presented the Board with the annual post-session legislative wrap-up. He noted that the overview would cover the State budget at a high level, the City's specific appropriation request, notable bills that passed, and the impact of several special sessions on Madeira Beach.

## State Budget Overview

Mr. Myers reported that the legislature adjourned after passing a budget of just under \$114.4 billion. He provided a breakdown of spending by category: \$13.2 billion for transportation (seaports, airports, and infrastructure); \$49.2 billion for healthcare (Department of Health, Agency for Healthcare Administration, and Medicaid-related agencies); \$31.9 billion for education (K-12, scholarships, and teacher salaries); \$7.2 billion for criminal justice (Department of Corrections, courts, and public defenders); \$19.1 billion for agriculture and environmental projects (DEP and Fish and Wildlife); and \$5.9 billion for general government operations.

## City Appropriation: Area 6 Road Project

Mr. Myers stated that the City had submitted a \$1 million request to complete the Area 6 road project and that the request was fully funded. He had spoken with the Governor's office multiple times. Both Senator DiCeglie and Representative Chaney had actively followed up on the project. The Governor had received the budget the previous afternoon and had until the following Tuesday at 11:59 PM to sign it or issue a veto letter. If he does nothing, the budget will automatically take effect. Mr. Myers expressed cautious optimism that the project funding would survive.

## Notable Bills Passed

Mr. Myers highlighted several bills of significance to Madeira Beach:

- **HB 1217 (Representative Snyder) - Ban on Local Net Zero Policies.** Building on Governor DeSantis's 2024 legislation that removed climate change from energy policy considerations, the bill brings local governments into conformity by prohibiting the enactment or enforcement of any net zero policies by resolution, ordinance, or rule, and by prohibiting the expenditure of funds to implement or advance net zero policies.
- **HB 399 (Representative Borrero) - Land Use and Development Regulation.** This bill requires that development permit application fees reasonably reflect associated costs, limiting local government flexibility in setting fees. The City may need to audit and potentially revise its fee structures to ensure compliance.
- **HB 1329 (Representative Benarroch) - Local Government Finances.** He had discussed the bill with most Commissioners individually. It revises the timeframe for posting tentative and final budgets online and, notably, requires every local government to hold a budget workshop by a specified date and to conduct a budget reduction exercise demonstrating a 10 percent cut to the annual budget, with the results posted on the City's website each year going forward.

## Special Sessions

Mr. Myers reported that the legislature held six special sessions during the year. He highlighted two that were directly relevant to Madeira Beach:

- **5th Special Session - Congressional Redistricting:** The legislature withdrew and redrew the congressional maps. The newly drawn Congressional District 16 would now include a northern barrier island border around Indian Rocks, extend south to Tierra Verde, and then extend east to encompass Manatee, Hardee, and DeSoto counties. This is significant for a beach community because it would lump you in with a more rural district.
- **6th Special Session - Property Tax Elimination:** This is an issue that the Commissioners have asked him about most. The legislature passed a joint resolution placing a question before voters in November to eliminate property taxes. If approved by 60 percent of voters, non-school property taxes would be exempt from the first \$150,000 of value beginning in 2027, \$250,000 in 2028, and would be indexed for inflation in 2029. The bill would give the legislature authority to implement a full exemption by general law. Additional provisions include a permanent reduction of the ad valorem cap for non-homesteaded properties from 10 percent to 5 percent annually, and a limitation on allowable uses of ad valorem revenue for local governments to public safety, first responders, education funding, infrastructure financing, flood control, salaries, and employee retirement. The Revenue Estimating Conference estimated the statewide impact on local governments at \$8.4 billion, which could be higher.

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

Commissioner Tagliarini asked about the Governor's deadline, specifically whether the budget would be vetoed and what would happen if the Governor took no action. Mr. Myers confirmed that the deadline was the last day of the month and that inaction would result in automatic enactment. He expressed confidence that the project funding was in good standing, noting that Representative Chaney had contacted the Governor's office that morning.

## 5. BOARD OF COMMISSIONERS

### A. Board of Commissioners Salary Increase Discussion (Jerry Cantrell, Civil Service Commission Chairman)

Jerry Cantrell, Chairman of the Civil Service Commission, presented a structured framework to guide the Board's discussion of compensation for Commissioners and the Mayor. He emphasized at the outset that his intent was not to advocate for a specific outcome but to provide a neutral, structured framework to support your discussion. The supporting materials, including a memorandum with data and a comparative analysis, had been provided to the Board.

Chair Cantrell organized his presentation into five categories:

1. **Scope and Complexity of Responsibility:** The City operates with approximately \$30 million in annual expenditures within a broader financial scope of approximately \$50 million. The level of responsibility encompassing public safety, infrastructure, and long-term policy aligns more closely with that of municipalities experiencing significantly larger operational demands.

2. **Time Commitment and Public Accountability:** The roles extend beyond scheduled meetings to include policy review, constituent communications, and regional coordination, with continuous public accountability, including during emergencies. The workload fluctuates significantly with seasonal population changes and peak tourism periods.
3. **Economic and Operational Demands:** The City serves approximately 4,000 residents and millions of visitors annually, placing it in a distinctively different operational category than most cities of similar size. The planning-level analysis indicated that visitor activity may be several hundred times the resident population on an annualized basis.
4. **Comparative and Market Context:** Compensation varies across municipalities based on complexity and scale, and comparative data should be considered one of several factors. He identified Holmes Beach as the most comparable peer municipality, with approximately 4,500 residents, an annual budget of \$25–35 million, and a tourism ratio of about 200 to 1. In Holmes Beach, commissioners are paid \$8,340 per year, and the mayor \$29,200 per year. Holmes Beach does not experience the same level of tourism as Madeira Beach.
5. **Access to Public Service:** The compensation levels may affect who is able to serve and the diversity of participation in public service, with implications for the long-term sustainability of governance.

Mayor Brooks opened the floor to public comments. There were no public comments.

Vice Mayor McGeehan said he looked forward to hearing from the Board. He was interested in receiving input from residents on the matter.

Commissioner Tagliarini asked what the top three reasons would be for them to consider changing their compensation structure. Chair Cantrell cited:

1. Market benchmarking relative to comparable leadership roles overseeing budgets of comparable scale.
2. Attracting and retaining qualified candidates who might otherwise be deterred by financial barriers, especially working professionals and younger candidates.
3. The increased workload and complexity of governance, which had evolved from nominal oversight to high-engagement governance requiring significant time commitment.

Commissioner Dillon said it was not necessarily for them but for future commissioners. He expressed support for continuing the discussion and noted that qualified people who cannot afford the time commitment should be considered. He suggested putting the question to a public vote. If they say yes, they will discuss it further. If they all say no, it's a done deal.

Mayor Brooks said money should not be the reason they come there. Property tax is uncertain, potential revenue is declining, and many residents remain displaced from their homes. Tourism-driven operational demands are primarily addressed by city staff, the city manager, department directors, and contractors, not the Commissioners. Commissioners are not required to be present after a storm, unlike city employees. She would not be interested in raising pay and would not

know how to answer a resident who asks why they voted to raise the Commission's pay when they have so many other projects underway.

Mayor Brooks said that a SurveyMonkey or informal survey is a good way to gauge community sentiment before pursuing a formal vote.

Commissioner Ghovae expressed agreement that further discussion should remain open and, like Commissioner Dillon, indicated interest in hearing residents' opinions.

Commissioner Tagliarini said he served on the Board when health insurance was made available to Commissioners and that he stands by that decision, using the same argument now. They get what they pay for. If a salary were offered to him now, he would not accept it, as it wouldn't seem right. However, he would be interested in continuing the conversation with additional data. He specifically requested that the Finance Officer prepare figures showing the cost to the City if all five Commissioners opted into a salary equivalent to minimum wage for 40 hours per week, as a ballpark starting point. They need some answers before asking them questions.

Commissioner Dillon asked whether there was a way to place it on the ballot. The City Clerk provided clarification on City Charter Section 411, which governs how Commissioners may set their own salaries by ordinance. She explained that any ordinance increasing Commissioners' salaries would not take effect until the start of terms for Commissioners elected at the next regular election, provided the ordinance was adopted at least six months before that election. She noted the timing implications for both the potential November 2026 and March 2027 election cycles.

The Board's consensus was to place the item on a future workshop agenda, accompanied by financial data from the Finance Officer, including a minimum wage cost estimate for all five Commissioners.

## **B. Discussion – Changing the March Municipal Elections to November**

The City Clerk presented a staff memorandum and two draft ordinances, one for each of the two paths forward, proposing amendments to several sections of the City Charter to transition municipal elections from March to November.

### **Summary of Proposed Changes**

The City Clerk outlined the proposed Charter Amendments, which would: change the municipal election date from March to November to align with the state general election; change the candidate qualifying period from the first two weeks of December to the first two full weeks of June; clarify when terms of office commence following election certification and installation; modify induction procedures for consistency with the revised schedule; and establish transitional term extensions necessary to convert from the March cycle to a November cycle. The transitional term extensions required to maintain the charter's staggered election structure would not count as additional terms for purposes of the city's consecutive term limit provisions.

### **Two Paths: November 2026 or March 2027 Ballot**

The City Clerk said that if the charter amendments are placed on the November 3, 2026 Municipal Election ballot and approved, Commissioner Districts 3 and 4, whose terms expire in March 2027, would be extended through the certification of the November 2027 election, and Commissioner Districts 1 and 2 and the Mayor-Commissioner, whose term expires in March 2028, would be extended through the certification of the November 2028 election. If the charter amendments are placed on the March 10, 2027 Municipal Election ballot instead and approved, the same seat-by-seat extensions would apply, but shifted by approximately one year.

### **Benefits Cited**

The City Clerk noted potential benefits, including historically higher voter turnout in general elections, reduced election administration costs through coordination with the Pinellas County Supervisor of Elections, and improved ballot processing efficiency. She included a voter participation analysis and cost comparison in the supporting materials. Commissioner Dillon noted that the last March election cost the City \$7,000, while moving to November would reduce that cost to approximately \$300.

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

Vice Mayor McGeehen stated that holding elections alongside county and state general elections may increase voter participation and expressed agreement with the move to November.

Commissioner Ghovae expressed agreement that the change made sense.

Mayor Brooks said it made sense to move the elections to November and would prefer them on the November ballot. Her primary concern was ensuring the community is adequately educated about the ballot question, which had been a challenge. The public should understand the ballot questions and that it was not a self-serving measure to extend terms.

The City Clerk noted that she had already coordinated with the elections office, budgeted for public education materials, and had experience conducting town halls on charter amendments. She offered to prepare simplified, plain-language materials for distribution to registered voters by household and to hold town hall meetings where residents could ask questions.

The City Clerk noted that the deadline to place items on the November ballot is August 7th, but that she had already been in contact with the elections office to stay ahead of the timeline, including Spanish translation requirements. She explained that the first reading must be included on the July agenda, with a second reading no later than August. The City Attorney confirmed.

The Board reached consensus to proceed with the November 2026 ballot option and directed staff to bring the ordinance forward for first reading at the July meeting.

## **6. CITY ATTORNEY**

### **A. City Attorney Services Contract Extension**

City Attorney Tom Trask presented a proposed one-year extension of the City Attorney Services Agreement between the City of Madeira Beach and the law firm Trask Daigneault LLP, at the City Manager's request. He explained that the original three-year contract, entered into in October 2023, was set to expire on October 10, 2026. The proposed extension would extend the agreement through October 2027.

The City Attorney noted that the billable rate had not changed in three years and proposed raising it from \$225 to \$250 per hour, citing comparable cities, such as Pinellas Park, at \$300 per hour or higher. He also proposed increasing the paralegal rate from \$90 to \$125 per hour. He further explained that the monthly retainer would remain at \$7,500 but would cover 30 hours of work instead of the current 40, effectively eliminating the \$1,500 in free legal time previously built into the arrangement. He stated: "I'm no longer interested in giving \$1,500 worth of free legal time every month."

Mayor Brooks opened the floor for public comment. There were no public comments.

Commissioner Tagliarini asked for clarification on the change in hours, which Trask confirmed: the current agreement provided 40 hours at \$225, and the proposed extension would provide 30 hours at \$250.

Commissioner Ghovae asked why the extension was for only one year rather than three. City Attorney Trask acknowledged it was prepared at the City Manager's request to ensure continuity during the transition period. He stated he would be happy to provide a three-year term with an escalating rate structure if the Board preferred.

Mayor Brooks asked whether a longer commitment would result in a more favorable rate. The City Attorney indicated that a three-year agreement would likely include annual escalations of approximately \$250 in year one, \$265 in year two, and \$285 in year three, rather than waiting three years for another increase.

Vice Mayor McGeehen expressed agreement with the three-year option.

The Board directed City Attorney Trask to return to the next workshop with options for the contract extension with a proposed escalating rate structure.

## **7. COMMUNITY DEVELOPMENT**

### **A. Nonconformities and Business Tax Receipt Requirements**

Community Development Planner II Joe Petraglia presented proposed code amendments addressing nonconforming structures and uses, Business Tax Receipt (BTR) requirements, and related matters stemming from Hurricanes Helene and Milton. He noted that a comprehensive rewrite of the code's nonconforming section is planned for the future, and that this effort addresses the most urgent matters in the interim.

Mr. Petraglia explained that under the current code, nonconforming structures and uses may be rebuilt after a disaster, but if the property did not have a valid BTR in effect at the time, the owner loses that right and must bring the property into compliance with the current code. He noted that BTR records are useful for verifying what was legally nonconforming because the City's historical permit records are not always complete.

Mr. Petraglia said the primary proposed change adds language to both the involuntary loss and catastrophic loss sections of the code, specifying that for properties affected by the 2024 hurricanes, the BTR requirement will be waived if either a permit application is submitted or a zoning verification letter is obtained by September 25, 2027, a deadline aligned with the statute governing when RVs may no longer remain on properties after a declared disaster. A zoning verification letter is straightforward to obtain and provides the City with a durable record confirming a property's legal nonconforming status for future reference.

He explained that additional proposed changes include:

- **Redevelopment Planning Process (R1 Districts):** A proposal to remove the current exclusion of R1-zoned properties from the redevelopment planning process, allowing property owners in R1 zones with nonconforming uses or structures to apply through a public hearing process, a process currently available only after a disaster or involuntary loss.
- **Floor Area Ratio (FAR) Clarification for Commercial Properties:** The existing code allows nonconforming buildings to be rebuilt within the same footprint, provided they meet minimum FEMA regulations. The proposed change clarifies that commercial properties may also rebuild to the same floor area ratio (FAR), which is the more practical limiting factor for commercial development. Any rebuilding outside the same footprint or FAR would be required to meet current code.
- **Deadline Extension for Structures Damaged Less Than 50 Percent:** The current two-year deadline for permitting work on structures damaged less than 50 percent was set to expire in September 2026. Staff proposed extending this deadline to September 2027, with the permit completion deadline extended from three years to four years. The rationale was the volume of letters sent to approximately 500 properties and the feedback received, which indicated that many owners were not yet in a position to meet the deadline.

Mayor Brooks opened the floor to public comment.

A resident of 834 Bay Point Drive addressed the Board. He expressed strong frustration with the letter he received, which threatened to have his house destroyed by the City of Madeira Beach if he did not complete a permit and the work. He raised concerns about the condition of roads in his neighborhood and questioned the City's readiness to enforce regulations, noting that staff could not provide copies of Ordinance 2026-02 or the FEMA regulations cited in the letter. He felt that was the wrong way to go about it. It would have been much more appropriate to say they were looking for feedback from him about what they had to do.

Commissioner Tagliarini asked whether a copy of the letter that was sent could be shared with the Board.

Mayor Brooks acknowledged that she had spoken with a resident who had received a letter and was concerned about compliance while enrolled in a recovery program. She encouraged any resident in a similar situation to email the Building Department with their address and program status so the City could flag the record. She also encouraged residents who had made storm repairs without permits to apply for after-the-fact permits, noting that staff were working with homeowners and that the City would not require anyone to rip everything out and redo everything. She expressed strong support for extending the deadline to 2027 and acknowledged the emotional weight of storm recovery for residents. She stated that for a resident whose home has flooded, the emotional attachment goes beyond the home and its contents. She commended staff for their responsiveness, noting that she had witnessed it for almost two years.

Community Development Director Marci Forbes said the original intent of the mailers they sent out was to meet the September deadline. But like everything else in recovery, they have pivoted based on the feedback.

Mr. Petraglia noted that the City records conversations in Forerunner software, which generates CRS (Community Rating System) credits. He added that Pinellas County had announced it would begin code enforcement actions on substantially damaged, unpermitted properties starting in January, whereas Madeira Beach was not proposing code enforcement actions, only documentation and permitting requirements. He mentioned a plan to include a link to the Forerunner public website in future letters, allowing residents to view their property status. He noted that all conversations are recorded in Forerunner, which they could rely on if needed.

City Attorney Trask raised a concern about Paragraph D of the draft ordinance, which addressed aggregation of nonconforming density and referenced the Planning Commission and the Board of Commissioners as the approval authority. He advised that the Planning Commission did not have the legal authority for such approvals and that Board approval politicizes and slows the process. He recommended amending the language to vest approval authority for alternative site and building configurations in the Community Development Director. Mayor Brooks and the Board expressed agreement.

Commissioner Dillon raised questions about BTR enforcement, asking whether a list of properties that had received BTR-related outreach existed and whether the City was taking any proactive steps. Mr. Petraglia confirmed that staff was implementing two new proactive measures: adding BTR status to lien searches at the time of property sales and requiring a BTR check after permits are closed on buildings that typically require a BTR. He also clarified that the proposed amendments are retroactive upon adoption, meaning previously denied applications would be eligible to proceed.

Vice Mayor McGeehen expressed support for extending the deadline to 2027 and for holding another public hearing. Mr. Petraglia suggested creating a video explaining the requirements for posting on the City's website and for inclusion in future letters. The Vice Mayor supported that idea.

Commissioner Tagliarini asked a series of clarifying questions, including whether the changes could lead to larger buildings. Mr. Petraglia confirmed that the changes would not allow structures to exceed existing ones, that neighboring property owners would receive notice of redevelopment applications through existing public hearing processes, and that the changes would make it harder for nonconforming properties to become conforming over time. He also noted that, as more avenues for rebuilding nonconformities are created, the City could distinguish between an owner who failed to renew a BTR and one who was entirely outside City requirements. Mayor Brooks, drawing on personal experience, noted that most property owners are unaware of BTR requirements and that the proposed change is specifically tied to the 2024 hurricanes.

The Board's consensus was to support the proposed amendments, including the extension of the deadline to September 2027, the Attorney's recommended change to vest approval authority in the Community Development Director, and staff's direction to bring the ordinance to the Planning Commission.

## **B. Landscaping Regulations**

Mr. Petraglia presented a rough draft of proposed landscaping code amendments, noting that the City Attorney had not yet reviewed it and that it would also need to be considered by the Planning Commission. He described the presentation as intended to solicit commission feedback and direction. The memo identified five key areas of concern.

### **1. Residential Landscaping Requirements and Permit Closeout Delays**

Mr. Petraglia explained that the current code requires 25 percent of all single-family, duplex, and triplex lots to have living ground cover. He stated that enforcement of this provision had been inconsistent and that it was a very outdated section of code, noting that many residents use shell or artificial turf, which do not qualify under current regulations. He described this as the primary driver of permit closeout delays and asked the Board for direction on whether and how to regulate landscaping going forward.

He presented several options: maintaining the 25 percent requirement with modifications; allowing shell or stone to count toward the requirement; reducing the percentage; or eliminating the ground cover requirement entirely. Vice Mayor McGeehen advocated allowing property owners to use a 100 percent shell, citing both aesthetic preference and practical storm resilience. He had watched mulch, debris, grass, and everything else go floating down the street. Rarely seen any shells floating down the street. He read a constituent email expressing frustration that an open permit was being held up due to a shell ground-cover decision. He suggested reducing the living ground cover requirement to 0 percent for residential properties.

Commissioner Dillon supported allowing shell to count toward the 25 percent requirement but opposed 0 percent, citing stormwater runoff concerns.

Mayor Brooks expressed a personal preference for shell over mulch, noting that mulch is terrible for the drainage systems and clogs the valves. She characterized the draft options as having merit

but not fully meeting the need, and suggested incorporating the best elements of multiple peer municipalities' approaches. She indicated she would be in favor of allowing shell and turf to count toward landscape requirements, and noted that requiring shrubs that owners intend to remove after receiving a certificate of occupancy is counterproductive.

Mr. Petraglia, following discussion, summarized the emerging consensus: allowing artificial turf that meets DEP permeability criteria and counting shell or stone toward the landscape requirement, while explicitly not counting mulch, and retaining the tree requirements.

Commissioner Tagliarini agreed with this direction.

## **2. Artificial Turf and New Landscaping Materials**

Mr. Petraglia noted that many cities now have artificial turf provisions. He referenced Senate Bill 180 and subsequent DEP guidance, which effectively prohibit local governments from banning artificial turf on single-family lots once DEP releases installation standards, which occurred about one month earlier. He noted that even under the current code, a permit is required for artificial turf because it falls under the City's definition of a structure as "anything permanently affixed to the ground."

The proposed new section (106-37) would allow artificial turf to count toward landscape requirements if it meets DEP permeability standards, consistent with how other municipalities have handled the issue.

## **3. Right-of-Way Landscaping Materials**

Mr. Petraglia proposed adding language to restrict what materials may be placed in the public right-of-way, noting that no such restriction currently exists and that this lack of restriction causes maintenance complications for public works. The proposed change would allow only living ground cover and City-approved vegetative materials in rights-of-way, except where sidewalks, walkways, or driveways are present.

Public Works Director Megan Wepfer addressed the Board, explaining that the key issue with artificial turf in the right-of-way is the cost of restoration after road projects. She cited a current example in Area 3, where improperly installed turf has created significant restoration complications. She suggested that if the Board wished to allow turf in the right-of-way, an agreement requiring the property owner to accept full responsibility for restoration could be an acceptable solution.

Mayor Brooks expressed support for this approach, and Mr. Petraglia confirmed that language could be drafted to require a notarized document, potentially recorded with the Clerk of Court, that places the responsibility for restoration on the owner and future owners.

Commissioner Tagliarini endorsed the approach and asked about scenarios in which homeowners maintain right-of-way areas in front of their homes. Mr. Petraglia and Director Wepfer confirmed that a recorded responsibility agreement could address those scenarios.

Commissioner Ghovae noted a preference for prohibiting artificial turf in the right-of-way, with no exceptions, citing liability and safety concerns. He recommended keeping the right-of-way limited to sod.

#### **4. Intersection Visibility**

Mr. Petraglia explained that the current code contains four sections on intersection visibility that contradict one another. The proposed change would consolidate these provisions into the zoning code, using a 25-foot visibility triangle measured from the edge of pavement at public intersections, with a reduced 15-foot triangle at alleys, defined as rights-of-way 15 feet or less. Anything between 3 and 8 feet tall within that triangle would need to be clear for safety.

Commissioner Ghovae suggested reducing the maximum height in the visibility triangle from 36 inches to 30 inches, noting that this was more consistent with typical municipal standards. Mr. Petraglia agreed that 30 inches was the average found in his research and that the proposed ordinance could reflect that.

#### **5. Outdated and Conflicting Tree Regulations**

Mr. Petraglia noted that the current tree regulations contain internal contradictions, for example, listing certain species as both prohibited and qualifying trees. The proposed revision would remove species lists from the code and instead reference the University of Florida's Florida-Friendly Plant List for approved species and the Pinellas County list of prohibited species, both of which are consistent with the city's comprehensive plan. He noted that the "okay" category on the UF list no longer exists and that the change would update references accordingly.

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

#### **Direction and Next Steps**

Mayor Brooks asked Mr. Petraglia whether the emerging consensus provided sufficient direction. He confirmed that it did, summarizing the direction as: allowing shell, stone, and permeable artificial turf to count toward landscape requirements; retaining the tree requirement; not counting mulch toward the landscape requirement; requiring that mulch and other materials be contained on-site; and applying the full landscape requirement to single-family, duplex, and triplex lots while retaining landscape buffer requirements for multifamily and commercial properties. The item will proceed to the Planning Commission before returning to the Board.

#### **C. Resolution 2026-06, Moratorium on collection of mobility fee and Kimley-Horn Impact Fee Evaluation**

Long Range Planner Andrew Morris presented the two-part item. He explained that the one-year moratorium on the City's local mobility impact fee was about to expire and needed renewal. At the same time, the City had recently received the Kimley-Horn Impact Fee Evaluation memo, which

provided recommendations on the relationship between the City's local mobility impact fee and Pinellas County's multimodal impact fee.

Mr. Morris explained that the City had historically imposed a local mobility impact fee on new development to offset transportation infrastructure costs. Pinellas County also imposes a countywide multimodal impact fee. He cited Florida Statute 163.31805(j), which prohibits charging a developer twice for the same transportation impact. The City had previously entered into an interlocal agreement with the county to coordinate administration of the county's fee. Staff had determined it was critical to evaluate whether continuing to collect the City's local fee would result in impermissible double-charging.

Mr. Morris summarized the Kimley-Horn memo's recommendation: discontinue the City's local mobility fee and continue collecting and administering only the county's transportation impact fees. He noted that under the county's structure, residential fees would generally be lower, benefiting homeowners, while commercial fees would be higher, reflecting the greater transportation impact of commercial development. He also noted that under the county's system, residential properties with no increase in square footage beyond a threshold would not be charged. He noted that the City retains 50 percent of county multimodal impact fees collected under the interlocal agreement, which would help mitigate the moratorium's financial impact during the review period.

Staff recommended, via Resolution 2026-06, continuing the 12-month moratorium on the City's local mobility impact fee, effective through July 31, 2027, to allow time to update land development regulations and review potential impacts on the comprehensive plan. The City would continue to collect and administer the county's fees during this period.

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

Commissioner Tagliarini asked whether the Kimley-Horn recommendation differed from the staff recommendation. Mr. Morris confirmed they were aligned.

Commissioner Ghovae confirmed that the resolution was consistent with Pinellas County's framework, and Mr. Morris confirmed compliance.

Mayor Brooks summarized for the record: the moratorium was originally put in place based on county guidance that the City should not separately collect a fee the county already collected on its behalf. The current action was simply to extend that pause via a formal resolution while staff worked through the LDR and comprehensive plan implications.

The Board reached consensus to proceed with the resolution. Mr. Morris confirmed that the resolution would go to the Planning Commission in July and then return to the Board for a vote. The Board also indicated no objection to Kimley-Horn presenting their memo at a future meeting.

#### **D. Florida Legislation Update – Community Development Department**

Community Development Director Marci Forbes presented an overview of state legislative updates that directly affect the Community Development Department. She noted that the handout distributed on the dais included summaries from the legislative website, with staff comments in red. Some bills take effect July 1, and not all implementation questions have been resolved. She said she did not have all the answers on how they would address them.

### **House Bill 803 — Building Permits and Inspections**

Director Forbes identified several impacts from HB 803:

- *Revised flood barrier and wall exemptions* for residential structures, which she described as concerning and requiring further analysis to provide clear public guidance.
- *Permit fee calculation*: The current method bases fees on project cost at 1 percent, which was reduced from 2 percent previously. The bill provides guidance on revised calculation methods, including an ICC (International Code Council) option, which staff would evaluate. She reminded the Board that the prior reduction from 2 percent to 1 percent already had budget implications.
- *Website requirements*: All permit applications and required document checklists must be posted on the city's website. Staff would review existing checklists for consistency.
- *Expanded private provider options*: The bill further expands the use of private providers for plan review and inspections, with a 10-day turnaround once a permit is complete and sufficient, and a 5-day turnaround for projects valued under \$15,000. Director Forbes noted the complexity: private providers review only for Florida Building Code compliance, not for local ordinances, floodplain regulations, or base flood elevation requirements. She stated that only after passing those requirements is it complete and sufficient for the building official's time clock to start. This would require clearer front-end definition of completeness, staff education, and a formal audit process.
- *Post-disaster workforce flexibility*: The bill allows qualified individuals, such as licensed tradespeople, to assist with building inspections after a disaster. This would be a positive development.
- *Uniform permit application*: The Florida Building Commission is tasked with creating a uniform commercial and residential permit application, though Director Forbes noted the draft had not yet been released.

Mayor Brooks asked whether the City's fee schedule adequately captures costs still associated with City inspections, such as floodplain inspections, when a private provider is used. Director Forbes confirmed that staff would review and revise the fee schedule to ensure that fees for services still performed by the City were clearly identified, and that the permit software would be updated accordingly.

City Attorney Trask acknowledged the uncertainty surrounding July 1 compliance. He said that as long as they are making a good-faith effort to make the required changes, that should go a long way.

### **House Bill 399 — Land Use and Development Regulations**

Director Forbes reiterated the bill's impact on the permit-fee calculation methodology, particularly for site plan approvals. She also noted that it may require updates to the Comp Plan and LDR language regarding residential districts and manufactured homes.

### **House Bill 927 — Local Land Planning and Development**

Director Forbes summarized the bill's requirement that local governments establish a pre-application review program by January 1, 2027, using qualified private consultants from a maintained registry or accepted qualifying consultants for smaller communities. Upon receipt of a pre-application certification from such a consultant, the City would have 5 days to confirm receipt and verify completeness, and 45 days to review and act. She noted that this would require new LDR language referencing state statutes and a pre-application certification form.

### **House Bill 929 — Local Government Regulations for Accessory Structures**

Director Forbes indicated that this bill would likely require only minor verbiage updates, as the city's accessory structure code was already in good condition.

### **House Bill 1389 — Affordable Housing**

Director Forbes said that she did not anticipate immediate impacts on Madeira Beach, but that staff would ensure there was no contradictory language in the current code.

### **House Bill 1614 — Enforcement of the Florida Building Code**

Director Forbes described this bill as stinging: it removes the provision that allows local governments to use excess funds from building code enforcement to finance the construction of buildings housing building code enforcement agencies. She stated that this effectively means building department revenues could no longer be used to fund facilities for those operations. Mayor Brooks observed that, in essence, it eliminated the Building Department's self-funded status for facilities. She said they had better hurry up and build a new building.

Director Forbes closed by noting that these were the most significant highlights and that City Attorney Trask should anticipate ongoing questions from staff as implementation progresses. She added that every municipality she was aware of was in a similar state of preparation.

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

## **8. RESPOND TO PUBLIC COMMENTS/QUESTIONS**

There were no public comments or questions to respond to.

## **9. ADJOURNMENT**

Mayor Brooks adjourned the meeting at 6:35 p.m.

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

ATTEST:

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

DRAFT

## **AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND TRASK DAIGNEAULT, LLP FOR CITY ATTORNEY SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of July, 2026, between the **CITY OF MADEIRA BEACH** ("CITY") and **TRASK DAIGNEAULT, LLP** ("FIRM"). In consideration of the mutual promises and covenants set forth in this agreement, the parties agree as follows:

1. The CITY retains FIRM to perform all the services of the City Attorney as set forth in the Charter and Ordinances of the CITY and in this Agreement.

2. That from October 1, 2026 through September 30, 2027 ("First Year") the FIRM shall be paid a monthly retainer of \$7,500.00 for the first 30 hours of billable retainer time to perform the general work of the City Attorney. Any billable retainer time in excess of 30 hours in the First Year will be billed at the hourly rate of \$250.00. That from October 1, 2027 through September 30, 2028 ("Second Year") the FIRM shall be paid a monthly retainer of \$8,250.00 for the first 30 hours of billable retainer time to perform the general work of the City Attorney. Any billable retainer time in excess of 30 hours in the Second Year will be billed at the hourly rate of \$275.00. That from October 1, 2028 through September 30, 2029 ("Third Year") the FIRM shall be paid a monthly retainer of \$9,000.00 for the first 30 hours of billable retainer time to perform the general work of the City Attorney. Any billable retainer time in excess of 30 hours in the Third Year will be billed at the hourly rate of \$300.00. Except as provided in the next paragraph, the general work of the City Attorney shall include all duties of the City Attorney including, but not limited to, attending meetings of the Board of Commissioners, handling all inquiries from the Board of Commissioners and CITY staff, conducting necessary research, preparing opinions, reviewing and drafting ordinances, resolutions and contracts. It is the intent of this agreement that all services performed by FIRM for the CITY as the City Attorney shall be compensated by the retainer except for those services set forth in paragraph 3 of this agreement.

3. Matters billable separately and not included within retainer.

a. For the following services, which are separate and distinct from the services performed under the retainer, the FIRM shall be compensated at the rate of \$250.00 per hour for attorney services and \$125.00 per hour for paralegal services in the First Year, \$275.00 per hour for attorney services and \$138.00 per hour for paralegal services in the Second Year, and \$300.00 per hour for attorney services and \$150.00 per hour for paralegal services in the Third Year:

i. **Litigation services.** Litigation services is defined as the representation of the CITY or CITY employees or boards in any mediation, arbitration, administrative, civil, criminal, judicial or quasi-judicial proceeding (excluding quasi-judicial proceedings conducted by the Board of Commissioners). Litigation services include any pre-suit mediation or arbitration and time expended in an effort to avoid litigation, and processing administrative fine or lien settlement requests.

ii. Attendance at meetings of CITY boards and committees (other than the Board of Commissioners) and necessary legal services in support of those boards and committees, including special magistrate hearings.

iii. Real estate services.

iv. Collective bargaining negotiations.

v. Special projects or ordinances. A special project or ordinance is a complex and complicated matter requiring extensive time, involvement, research, preparation and review by FIRM. The negotiation and preparation of Development Agreements shall be considered a special project. Special projects or ordinances must be approved by the Board of Commissioners.

vi. Bond and bank loan opinions. Bond and bank loan opinions shall be billed separately on a set fee basis based on the size of the loan or bond issuance.

vii. Travel for services outside of those to be provided under the retainer.

4. The CITY shall pay all costs incurred or advanced by FIRM in representing the CITY pursuant to this Agreement. Such costs include, but are not limited to, court filing fees, deposition charges, court reporter fees, witness fees, expert witness fees, photocopying charges, postage, courier charges, computer research fees, and other out-of-pocket costs.

5. The CITY understands that there may be legal matters, including matters which would otherwise be covered under the retainer, which are beyond the expertise of FIRM and that it is in the best interest of the CITY that such matters be handled by an attorney with the appropriate expertise and qualifications. If there is any legal matter, including matters which would otherwise be included under the retainer, which FIRM believes is outside the expertise of FIRM, FIRM, with consent from the Board of Commissioners, may refer that matter to an attorney with specialized expertise in the appropriate area of the law, and the CITY shall be responsible for compensating such attorney for his or her fees and costs.

6. FIRM will bill the CITY on a monthly basis for all legal fees under this Agreement, and the CITY shall pay these invoices in accordance with the Prompt Payment Act.

7. This Agreement is terminable by either party without cause on thirty (30) days written notice to the other party.

8. In the event the Board of Commissioners votes to terminate FIRM'S services under this Agreement, FIRM shall be entitled to be compensated according to the terms of this Agreement for all services rendered during the thirty-day notice period. Thereafter, FIRM shall be compensated for any continued legal services at the hourly rate of \$300.00 per hour for attorney services and \$150.00 per hour for paralegal services, plus out-of-pocket costs, for any continued legal representation of CITY, including retainer services.

9. All notices and communications required under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or by registered or certified mail to the following persons:

For the City: Mike Helfrich, City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

For the Firm: Thomas J. Trask, Esquire  
Trask Daigneault, LLP  
1001 S. Ft. Harrison Ave, Suite 201  
Clearwater, FL 33756

Either party may change the person or address to which notices and other communications are to be sent by giving written notice of the change in the manner specified in this paragraph.

10. This Agreement shall be effective as of October 1, 2026, and will continue for a period of three (3) years therefrom, unless terminated, renewed or extended by the parties.

The parties have caused this Agreement to be executed on the date set forth in the introductory paragraph.

**CITY OF MADEIRA BEACH**

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

Attest: \_\_\_\_\_  
Clara VanBlargan, City Clerk

**TRASK DAIGNEAULT, LLP**

By: \_\_\_\_\_  
Thomas J. Trask, Esquire



## MEMORANDUM

**Date:** June 25, 2026  
**To:** Mayor, Vice-Mayor and Commissioners  
**From:** Megan Powers, Assistant to the City Manager  
**Subject:** GrantWorks Piggyback Agreement with Lake County

### Background

The City has a need for grant writing and grant administration services to assist with identifying funding opportunities, preparing grant applications, and managing awarded grants.

The proposed agreement allows the City to piggyback on a competitively awarded contract between Lake County and GrantWorks, Inc., in accordance with the City's procurement code. The agreement provides the same pricing, terms, and conditions as the original Lake County contract and is effective through June 23, 2028.

Services will be utilized on an as-needed basis and paid in accordance with the fee schedule established under the Lake County contract. Costs will only be incurred when services are authorized by the City.

### Recommendation

Staff recommends approval of the Piggyback Agreement with GrantWorks, Inc.

**PIGGYBACK AGREEMENT FOR GRANT WRITING AND  
GRANT ADMINISTRATIVE SERVICES**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **City of Madeira Beach**, a Florida municipal corporation (the “City”) and **GrantWorks, Inc.**, a Texas corporation authorized to conduct business in Florida (the “Contractor”), collectively referred to as the “Parties.”

**WHEREAS**, the City requires grant writing and grant administrative services on an as-needed basis (the “Services”); and

**WHEREAS**, in January 2025, the Board of County Commissioners of Lake County, Florida (“Lake County”) issued Request for Statement of Qualifications #25-518 (the “RSQ”) for the purpose of receiving qualifications from firms and/or individuals qualified to provide grant writing and grant administrative services as further described in the RSQ; and

**WHEREAS**, on June 24<sup>th</sup> 2025, the Contractor and Lake County entered into a non-exclusive Services Agreement for grant writing and grant administrative services on an as-needed basis (the “Lake County Contract”), wherein the Contractor agreed to provide the Services for Lake County in accordance with the terms and conditions described in the Lake County Contract; and

**WHEREAS**, Chapter 2, Article V, Purchase and Contracts, §2-193(3)(a.) of the Madeira Beach Code of Ordinances authorizes the City to use state, county, district or other municipal agreements for piggybacking, in lieu of using the competitive solicitation process, as long as the contract upon which the City seeks to piggyback contains language which authorizes subsequent parties to piggyback on it and must be for the same prices and material conditions as are contained in the original contract; and

**WHEREAS**, Exhibit “C”, General Terms and Conditions, attached to the RSQ, specifically the paragraph titled “Other Agencies” on page 5 of Exhibit “C”, authorizes the City to piggyback on the Lake County Contract with the Contractor’s consent, and the terms and conditions of the Lake County Contract shall apply to the Services provided by Contractor to the City; and

**WHEREAS**, the City’s legal counsel has analyzed the RSQ process used by Lake County and has determined that it was conducted in compliance with City’s procurement rules and Florida law, and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to the City’s Code of Ordinances; and

**WHEREAS**, the City desires to piggyback onto the Lake County Contract for the purposes of receiving the same Services from Contractor as are being provided to Lake County under the Lake County Contract.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Contractor shall make available to City, and provide to City as requested, the same Services as are available and provided to Lake County in accordance with the terms and conditions of the Lake County Contract, at the prices specified therein.
2. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in the Lake County Contract and RSQ, both are attached hereto as **Exhibit “A”**.
3. Unit Pricing. The Contractor’s Services shall be provided at the same unit prices as are set forth in the Lake County Contract.

4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to Lake County in the Lake County Contract. The Parties understand that any other contracting services City may wish to acquire outside of the Scope may or may not be acquired from Contractor and will be acquired in accordance with applicable law and City's procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RSQ (inclusive of any addenda issued thereunder), and (ii) the Lake County Contract (including any amendments and extensions related thereto as of the Effective Date of this Agreement). Notwithstanding any term in the Lake County Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the two above-listed documents, the Lake County Contract shall prevail first and followed by the RSQ.
6. Term and Termination of the Agreement. The initial Term of this Agreement shall commence on the Effective Date, shall have a Termination Date of **June 23<sup>rd</sup> 2028**, as set forth in §1 of the Lake County Contract # 25-518A Modification Number One dated June 24, 2025. This Agreement may be terminated by either Party for any or no reason by providing the other at least twenty (20) days written notice of termination. Termination for cause or due to unavailability of City funds shall be in accordance with the Lake County Contract. Upon termination, the City shall compensate Contractor for all Services performed through the effective date of termination, including work in progress authorized by the City.
7. Staff Title References. To the extent the Lake County Contract refers to Project Manager, Project Administrator, or certain other officials or employees authorized to act under the Lake County Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the City Manager, or her/his designee.
8. Public Records. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:
  - (a) Keep and maintain public records required by the City to perform the services provided hereunder.
  - (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
  - (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the Services. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.391.9951 x231 or x232), E-MAIL: [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov) , OR MAIL (CITY OF MADEIRA BEACH, OFFICE OF THE CITY CLERK, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.**

9. Trade Secret Information. Notwithstanding any provision of this Agreement to the contrary, trade secrets and confidential business information exempt from disclosure under Chapter 119, Florida Statutes, shall remain protected from disclosure to the fullest extent permitted by Florida law. Contractor shall clearly identify information claimed to constitute trade secrets and provide the legal basis for such designation in writing to the City.

10. Notices. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement (and any additional address set forth below), to the following:

**City:** City of Madeira Beach  
Attn: City Manager  
300 Municipal Drive  
Madeira Beach, FL 33708

**Contractor:** GrantWorks, Inc.  
Attn: Bruce Spitzengel  
Chairman of the Board/ CEO  
2201 Northland Drive  
Austin, TX 78756

11. Representations; Warranties.

a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.

- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

12. Miscellaneous.

- a. **Merger.** This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. **No Waiver.** No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. **Assignment; Subcontracting.** The Contractor understands that the nature of the services to be provided under this Agreement are highly specialized and the City will rely heavily on the specific institutional knowledge and experience of the Contractor's staff to be assigned to perform the services. Contractor may utilize subcontractors and consultants in support of the Services provided under this Agreement, provided Contractor remains fully responsible for all work performed and compliance with the terms of this Agreement. Contractor shall not assign the Agreement without the City's prior written consent. .
- d. **Governing Law; Venue.** The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. **Attorney Fees.** In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. **Compliance With Laws; Non-Discrimination.** The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to City.
- g. **Licenses.** The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.
- h. **Force Majeure.** Neither Party shall be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including acts of God, hurricanes, floods, pandemics, governmental actions, labor disputes, utility failures, cyber incidents, or other force majeure events. The affected Party shall provide prompt notice and resume performance as soon as reasonably practicable.

- i. **Ownership of Intellectual Property.** Contractor retains ownership of all pre-existing intellectual property, methodologies, templates, software, processes, know-how, and proprietary materials used in performing the Services. Deliverables prepared specifically for the City shall be available for the City's internal governmental use, but no transfer of Contractor intellectual property is intended, absent a separate written agreement.
- j. **Severability.** In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- k. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the City. The City shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- l. **Liability and Insurance.** In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the City as provided for herein, and in light of the fact that at least some of the Scope of Services may be provided locally within the City with vehicular use occurring, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the insurance coverages set forth in the RSQ and Lake County Contract. Proof of such insurance coverages will be provided to the City upon request.
- m. **Indemnification and Preservation of Immunity.** To the greatest extent allowed by applicable law, the Contractor releases and shall indemnify and hold harmless, each City Indemnified Party (defined as the City, and its elected officials, officers, employees, attorneys and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising solely to the extent caused by negligent actions, errors, or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the Services for the City. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.
- Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes §768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law. Except for claims arising from Contractor's gross negligence, willful misconduct, or indemnification obligations expressly set forth herein for third-party claims, Contractor's aggregate liability to the City directly arising out of or relating to this Agreement shall not exceed the total compensation paid to Contractor under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.
- n. **Immigration Compliance; E-Verify.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of §274A(e) of the Federal

Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any subcontractors authorized by the City.

Pursuant to Florida Statutes §448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes §448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this Agreement. Pursuant to Florida Statutes §448.095(5)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

- o. **Personal Identifying Information.** Pursuant to Florida Statutes §287.138, in the event the performance of the Services would require the Contractor to possess the personal identifying information of citizens provided by the City, Contractor will be required to complete a Foreign Country of Concern Attestation.
- p. **Social, Political and Ideological Interests.** Pursuant to Florida Statutes §287.05701(3), Contractor is notified that the City will not request documentation of or consider Contractor's social, political, or ideological interests when determining if the Contractor is a responsible contractor, nor will it give preference to Contractor based on the Contractor's social, political, or ideological interests.
- q. **Diversity/Equity/Inclusion Certification.** Pursuant to Florida Statutes §166.04971, the City is prohibited from funding the promotion of diversity, equity, and inclusion initiatives. Pursuant to Florida Statutes §287.139, Contractor shall certify to City prior to executing this Agreement that the funds paid to Contractor will not be used to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as defined in Florida Statutes § 166.04971.
- r. **No Third-Party Beneficiary.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- s. **Amendments.** This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

t. **Execution; Authority to Execute.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

**City of Madeira Beach**

**GrantWorks, Inc.**

By: \_\_\_\_\_

By: Katie Smith

Print Name: \_\_\_\_\_

Print Name: Katie Smith

Title: \_\_\_\_\_

Title: VP, Grant Solutions and Strategies

ATTEST:

Approved as to form and correctness

By: \_\_\_\_\_  
Clara VanBlargan, City Clerk

By: \_\_\_\_\_  
City Attorney

**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA  
OFFICE OF THE COUNTY MANAGER  
AGENDA ITEM COVER SHEET**

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**DATE:** 05/19/2025 **MEETING DATE:** 6/24/2025  
**TO:** Jennifer Barker, County Manager **ITEM TYPE:** Consent Item  
**THRU:** **ITEM ID:** 37718  
**BY:** Amy Munday, Contracting Officer II  
**SUBJECT:** Grant Writing and Administrative Services

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**RECOMMENDATION/REQUIRED ACTION:** Approve

Recommend approval:

1. Of Contracts 25-518A-2, 25-518B-1, 25-518C-1 and 25-518D-1 for Grant Writing and Administrative Services on an as-needed basis to GrantWorks, Inc. (Austin, TX), Hale Innovations LLC. (Maitland, FL), Kimley-Horn and Associates, Inc. (Raleigh, NC) and Rostan Solutions, LLC (Valrico, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at \$265,000.00 (expenditure). Annual expenditures will not exceed available funding in the Fiscal year budget.

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**BACKGROUND SUMMARY:** The Office of Procurement Services, in coordination with Public Works, issued Request for Proposal 25-518 for grant writing and administrative services on an as-needed basis. This solicitation provides for an initial one-year term with two additional two-year terms available.

Proposals were received from fifteen vendors as shown on the attached respondent tabulation sheet. Evaluation of responses was conducted via formal Selection Committee (SC) procedures. The SC summary memos reflect technical factors and pricing were evaluated in compliance with the criteria within the RFP. The overall pricing associated with the recommended vendors is competitive with all pricing submitted. Based on the County's needs and in its best interests, the recommendation is to award contracts to the three highest-ranked vendors: GrantWorks, Inc., Hale Innovations, LLC, Kimley-Horn and Associates, Inc., and Rostan Solutions, LLC.

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Fiscal Impact:

Account No.:

Advertised Date:

Paper:

Attachments:

|    |  |
|----|--|
| 1. | 25 518A GrantWorks Agreement for Signature |
| 2. | GrantWorks Sunbiz Registration             |
| 3. | 25-518B Hale Agreement - Vendor Signed     |

|     |   |
|-----|---|
| 4.  | Hale Sunbiz Registration                              |
| 5.  | 25-518C Kimley-Horn and Associates Inc. VENDOR SIGNED |
| 6.  | Kimley-Horn Sunbiz Registration                       |
| 7.  | Memorandum of Authority - KIMLEY HORN                 |
| 8.  | 25-518D Rostan Solutions - Vendor Signed              |
| 9.  | Sunbiz Registration - ROSTAN                          |
| 10. | 25-518 Selection Committee Minutes                    |
| 11. | 25-518 Respondent Tabulation Sheet                    |

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**STAFF APPROVALS AND DATES:**

|                  |                               |
|------------------|-------------------------------|
| Amy Munday       | Created/Initiated - 5/19/2025 |
| Ron Falanga      | New -                         |
| Kerri Andrews    |                               |
| Jordan Salinger  |                               |
| Miranda Lanoue   |                               |
| Fred Schneider   |                               |
| Alexis Clark     |                               |
| Kandace Pourbaix |                               |
| Allison Tesla    |                               |
| Melanie Marsh    |                               |
| Jennifer Barker  |                               |
| Karen Snodgrass  |                               |

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**ACTION TAKEN BY BOARD:**

Action: New  
Other:

Continued/Deferred Until:

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND GRANTWORKS, INC.  
FOR GRANT WRITING AND ADMINISTRATIVE SERVICES,  
RSQ # 25-518A-2**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and GrantWorks, Inc., a foreign profit corporation authorized to conduct business in the State of Florida, its successors and/or assigns (the CONSULTANT).

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Statement of Qualification (RSQ) #25-518 seeking firms or individuals qualified to provide grant writing and administrative services for the COUNTY; and

**WHEREAS**, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

**WHEREAS**, the provision of such services will benefit the parties and the residents of Lake County, Florida.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

**ARTICLE 1. LEGAL FINDINGS.**

**1.1** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

**ARTICLE 2. PURPOSE**

**2.1** The purpose of this Agreement is for the CONSULTANT to provide grant writing and administrative services (“the Service”) for the COUNTY as detailed in the Scope of Work, attached hereto and incorporated herein as **Exhibit A**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

**ARTICLE 3. SCOPE OF SERVICES**

**3.1** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to provide all labor, materials, and equipment to complete the Service in accordance with the Scope of Work, as modified or clarified by any addendums, attached and incorporated by reference as **Exhibit A**, as well as the completed Submittal Form. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY’S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A

3.2 The parties acknowledge that this is an indefinite quantity contract, non-exclusive, with no guarantee of a volume of services. COUNTY does not guarantee a minimum or maximum dollar amount to be expended.

3.3 This Agreement will commence upon the day it is executed by the COUNTY.

3.4 This Agreement will be in effect for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement. The terms and conditions of this Agreement shall remain in effect until completion of all express and implied warranty periods. COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

3.5 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

**ARTICLE 4. PAYMENT**

4.1 Payment shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B**.

4.2 Invoicing. The CONSULTANT will submit invoices to the COUNTY no later than the thirtieth (30th) day beyond the date the work was completed and accepted by the COUNTY. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices must contain the contract or purchase order number, date, and location of delivery of service. CONSULTANT may be assigned work by task work order and each task work order will be assigned a single identification number for billing purposes.

4.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default and this Agreement may be terminated.

4.4 Other than the fees and rates set forth in **Exhibit B**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY upon request.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A

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**ARTICLE 5. COUNTY RESPONSIBILITIES**

- 5.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.
- 5.2 The COUNTY retains the right to inspect all work to verify compliance with the contract documents.

**ARTICLE 6. SPECIAL TERMS AND CONDITIONS**

6.1 Qualifications. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6.2 Key Personnel. CONSULTANT agrees that each person listed or referenced in the solicitation package submitted to the COUNTY by CONSULTANT (RSQ 25-518) shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

6.3 Termination. This Agreement may be terminated by the COUNTY upon twenty (20) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required twenty (20) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The twenty (20) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

6.4 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the Lake County Procurement Services Director. No such consent shall be construed as making

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A**

the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

**6.5 Insurance.**

A. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

|   |                       |
|---|-----------------------|
| Each Occurrence/General Aggregate ..... | \$1,000,000/2,000,000 |
| Products-Completed Operations .....     | \$2,000,000           |
| Personal & Adv. Injury .....            | \$1,000,000           |
| Fire Damage.....                        | \$50,000              |
| Medical Expense .....                   | \$5,000               |
| Contractual Liability .....             | Included              |

2. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).
4. Employers Liability with the following minimum limits and coverage:

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A**

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|                             |             |
|-----------------------------|-------------|
| Each Accident.....          | \$1,000,000 |
| Disease-Each Employer ..... | \$1,000,000 |
| Disease-Policy Limit.....   | \$1,000,000 |

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND  
THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A**

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K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

**6.6 Indemnity.** To the extent permitted by law, the CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT'S expense. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

**6.7 Independent Contractor.** The CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

**6.8 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

**6.9 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**6.10 Conflict of Interest.** The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONSULTANT conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A

**6.11** Retaining Other Consultants. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**6.12** Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.

**6.13** Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation.

**6.14** Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONSULTANT in performance of any work under this Agreement.

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A**

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**6.15 Public Records.**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT**

**352-343-9424 OR VIA EMAIL AT [PURCHASING@LAKECOUNTYFL.GOV](mailto:PURCHASING@LAKECOUNTYFL.GOV).**

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL (“Schedule”) for State and Local Government Agencies. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONSULTANT will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

**6.16 Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

**6.17 Minimum Wage.** The wage rate paid to all laborers, mechanics, and apprentices employed by the CONSULTANT for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida’s Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**6.18 Licenses and Permits.** CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONSULTANT shall remain appropriately licensed throughout the course of the Service. If the CONSULTANT employs the services of a subcontractor, the CONSULTANT shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONSULTANT for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONSULTANT.

**6.19 Assignment of Agreement.** This Agreement may not be assigned except with the written consent of the COUNTY. No such consent will be construed as making the COUNTY a party to the assignment or

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A

subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated in this Agreement, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. The CONSULTANT hereby waives its right to a jury trial for any action arising from the Agreement.

7.2 Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

7.5 No Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 Civil Rights Act. During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONSULTANT'S employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.7 Compliance with Applicable Laws. The CONSULTANT must at all times comply with all Federal, State and local laws, rules and regulations.

7.8 The employees of the CONSULTANT will be considered at all times its employees and not an employee or agent of the COUNTY. The CONSULTANT will provide employees capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable.

7.9 Fraud, Misrepresentation, and Material Misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A**

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terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**7.10 Certification Regarding Scrutinized Companies:** The CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

The CONSULTANT, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

**7.11 Anti-Trafficking Related Activities.** The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONSULTANT, CONSULTANT employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A**

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H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

**7.12 Prohibition against contingent fees.** CONSULTANT, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any consideration contingent upon or resulting from the award or making of this Agreement.

**7.13 Other Departments.** Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

**7.14 State Registration Requirements.** The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law, unless exempt from registration.

**7.15 Grant Funding.** In the event that any part of this Agreement is to be funded with federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority-owned business enterprises, women-owned business enterprises, and labor surplus area firms. CONSULTANTs are advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to grant funding requirements.

**7.16 Continuation of Work.** Any work that commences prior to and will extend beyond the expiration date of this Agreement, must, unless terminated by mutual agreement between COUNTY and CONSULTANT, continue until completion without change to the then current prices, terms, and conditions.

**7.17 Sovereign Immunity.** COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

**7.18 Severability.** The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

**7.19 Notices.** Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A**

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given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:

Bruce T. Spitzengel, President  
GrantWorks, Inc.  
2201 Northland Drive  
Austin, Texas 78756

If to COUNTY:

Lake County Manager  
Lake County Administration Building  
315 West Main Street  
P.O. Box 7800  
Tavares, Florida 32778

With a copy to:

County Attorney  
Lake County Administration Building  
315 West Main Street, Ste. 335  
P.O. Box 7800  
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

**ARTICLE 8. SCOPE OF AGREEMENT**

This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

**8.1** This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

- |                       |   |
|-----------------------|---|
| Exhibit A (Composite) | Scope of Work (8 pages), Addendums (6 pages) and Submittal Form (2 pages) |
| Exhibit B             | Pricing-Team Composition with Hourly Rates (1 page)                       |

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONSULTANT through its duly authorized representative.

CONSULTANT

GRANTWORKS, INC.

  
\_\_\_\_\_  
Bruce T. Spitzengel, President

This 13<sup>th</sup> day of MAY, 2025.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A

COUNTY

LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

*Leslie Campione*

Leslie Campione, Chairman

This 24<sup>th</sup> day of June, 2025.

ATTEST:

*Gary Cooney*

Gary Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 6/24/25  
Melanie Marsh  
County Attorney

## EXHIBIT A Scope of Work and Submittal Form

**EXHIBIT A – SCOPE OF SERVICES** **25-518**  
**GRANT WRITING & ADMINISTRATION SERVICES**

### 1. SCOPE OF SERVICES

- 1.1. Consultant(s) shall specialize in the writing and/or management of the overall grant process including admin process including administrative compliance with technical construction activities and can assist the County to maximize the benefits of grant funding.
- 1.2. It is the intention of the County to apply for grants which address documented County needs associated with service delivery and necessary capital infrastructure improvements.
- 1.3. It is the intent of the County to apply for grants which not only are consistent with identified County needs but those grants that can be properly and efficiently administered by staff considering existing duties and responsibilities.
- 1.4. The goal of the County's grant program is to secure funding for services and projects for which the County otherwise would be required to utilize local tax dollars.
- 1.5. The Consultant shall identify and recommend possible grant opportunities to the County and assist with writing the grant applications.
  - 1.5.1. Services may also encompass the administration of awarded grants including assistance with reporting requirements, reimbursement requests, verifying compliance documents, and closeout documentation.
  - 1.5.2. Work will be assigned to the Consultant for individual Projects.
  - 1.5.3. Any conditions imposed by funding sources affecting Projects will be provided to each party.
- 1.6. Consultant may be required to assist with FEMA disaster recovery reimbursement efforts.

### 2. CONSULTANT RESPONSIBILITIES

- 2.1. Consultants are not required to provide all services as Consultants will be selected based on area of expertise or based on the ability to provide specialty expertise in any service.
  - 2.1.1. Consultant shall specify which services are considered their primary areas of expertise.
  - 2.1.2. Examples of Grant types include, but are not limited to:
    - 2.1.2.1. Florida Department of Economic Opportunity - Community Development Block Grant Programs (CDBG)
    - 2.1.2.2. Florida Division of Historic Resources Grants (DHR)
    - 2.1.2.3. Florida Department of Transportation - Transportation Alternatives Program (FDOT – TAP)
    - 2.1.2.4. Florida Department of Transportation – Safe Streets and Roads for All (FDOT – SS4A)
    - 2.1.2.5. Florida Department of Transportation – County Incentive Grant Program (FDOT – CIGP)
    - 2.1.2.6. Florida Boating Improvement Program (FBIP)
    - 2.1.2.7. Florida Department of Transportation – Local Agency Program (FDOT – LAP)

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A**

**EXHIBIT A – SCOPE OF SERVICES 25-518  
GRANT WRITING & ADMINISTRATION SERVICES**

- 2.1.2.8. Florida Division of Emergency Management - Hazard Mitigation Grant Program (FDEM – HMGP)
- 2.1.2.9. U.S. Economic Development Administration -- Economic Adjustment Assistances (EAA)
- 2.1.2.10. Grants assisting Public Works to acquire funding for road improvements (resurfacing, widening, stormwater management, signals, and bridges).

- 2.2. Consultant shall specify a comprehensive hourly rate for each type of staff person who would be used on a project. For each person or category of persons, identify the job titles, primary area of job responsibility, and hourly rate.
- 2.3. Consultant shall describe in detail the fee structure proposed for providing grant writing and grant administration services.
  - 2.3.1. Grant writing – Identify whether costs will be hourly or per grant written and submitted.
  - 2.3.2. Grant administration – Identify whether costs will be hourly, or a lump sum based on the length of time of a grant’s period of performance.
- 2.4. Consultant shall be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may apply to the Services or that may in any manner affect the cost, progress, or performance of the Services.
  - 2.4.1. Knowledge of all license requirements and obtaining such licenses for County and municipalities and any other agencies within the State and County are the responsibility of the Consultant.

**3. COUNTY RESPONSIBILITIES**

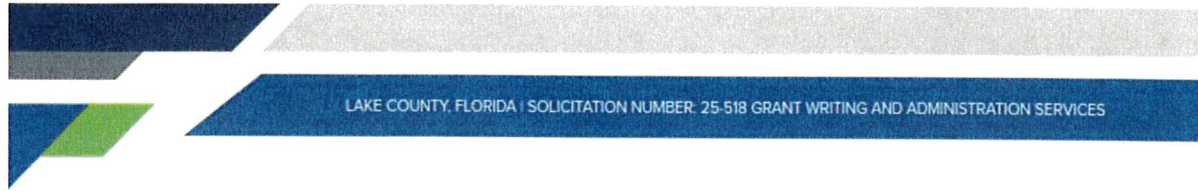
County will provide the necessary authorization to Consultant to carry out the purpose of this Agreement.

**4. DELIVERY REQUIREMENTS AND ACCEPTANCE.**

- 4.1. Define the methodology/approach to be used to identify the needs of the County which would be eligible for funding through grants.
- 4.2. Detail the involvement of County staff and County resources in the grant writing process. Describe in detail, the process you would utilize to prepare the actual grant application.
- 4.3. List experience in the identification and preparation of grants for municipalities and/or other government entities. Specifically detail your experience with federal and state grants for public safety, infrastructure improvements, parks, recreation, community development and capital assets.
- 4.4. Define the methodology/approach to be used for the administration of awarded grants including whether you can provide administrative compliance with technical construction activities. Detail how you will work with the County to ensure grant requirements are met and followed during the grant period of performance.

*[The remainder of this page intentionally left blank]*

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A



ADDENDUM NO. 1

25-518



Office of Procurement Services  
P.O. Box 7600 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Grant Writing & Administrative Services

12/13/2024

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

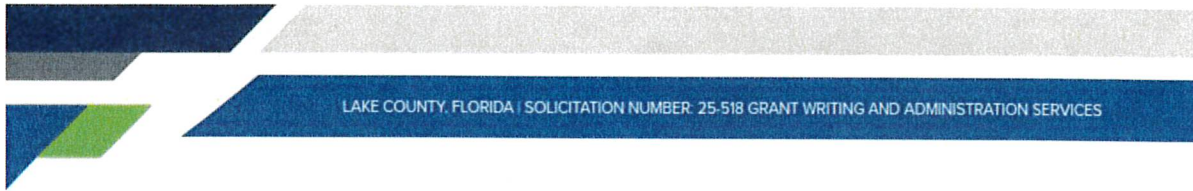
QUESTIONS/RESPONSES

- Q1. What is the anticipated budget?
  - A. There is no pre-determined budget for this contract as it will depend on the future projects and grant opportunities that arise. Preliminary project budgets will be determined during the grant application process, based on the funding available through the specific grant being used.
- Q2. Is the expectation to have a vendor manage this project full remote, utilizing a hybrid approach, or fully on-site?
  - A. The expectation is flexible, as onsite management is not a strict requirement. Vendors may manage the project fully remotely, though certain grants may necessitate onsite inspections or documentation for compliance. This would be discussed and negotiated during the creation of task orders to align with the specific grant's requirements.
- Q3. The solicitation closes in January but when does the County expect to have a contract executed?
  - A. The expected execution timeframe is TBD.
- Q4. How many grants does the County hope to apply for in year one of this project?
  - A. The County has not set a specific number of grants to apply for in the first year, as it will depend on the opportunities identified and the resources available. However, the intent is to significantly increase grant activity and build a more robust program, leveraging the expertise of the selected professionals to identify and pursue applicable opportunities.
- Q5. On page 5 of the summary, it states the following: *§ 6 PRESENTATIONS / POST DISCUSSIONS AFTER PROPOSED RESPONSE – § 6.1 The County, at its sole discretion, may ask for an oral presentation or demonstration without charge to the County.* The question is, may this oral presentation be conducted virtually by way of a Zoom or Teams meeting or, is the requirement mandated to be in person?
  - A. Presentations and / or Demonstrations may be conducted virtually.

ADDITIONAL INFORMATION

REMINDER: Vendors are to include a signed copy of ALL addendums with their proposals.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A



ADDENDUM NO. 1

25-518

ACKNOWLEDGEMENT

Firm Name: GrantWorks, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Bruce J. Spitzengel*

Date: 1/20/2025

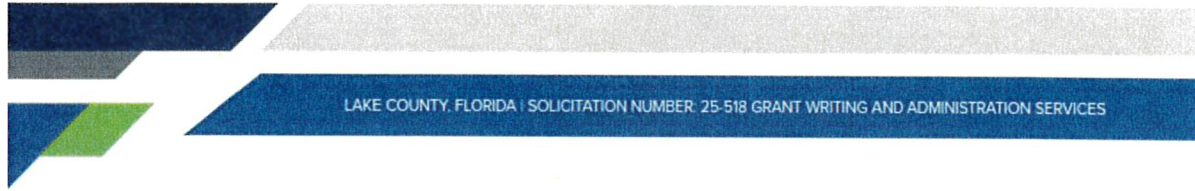
Print Name: Bruce J. Spitzengel

Title: President

Primary E-mail Address: bruce@grantworks.net

Secondary E-mail Address: diana.dubois@grantworks.net

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A



ADDENDUM NO. 2

25-518



LAKE COUNTY, FL

REAL FLORIDA - REAL CURBS  
Office of Procurement Services  
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Grant Writing & Administrative Services

12/16/2024

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q6. Attachment 9 – Public Entity Crimes Statement Form 25-518 appears to be missing pages and does not contain a signature or notary block to be completed. Is there another form that they County can provide to potential respondents?

A. See attached Attachment 9 – Public Entity Crimes Statement Form 25-518 REVISED.

**ADDITIONAL INFORMATION**

REMINDER: Vendors are to include a signed copy of ALL addendums with their proposals.

**ACKNOWLEDGEMENT**

Firm Name: GrantWorks, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Bruce J. Spitzengel*

Date: 1/20/2025

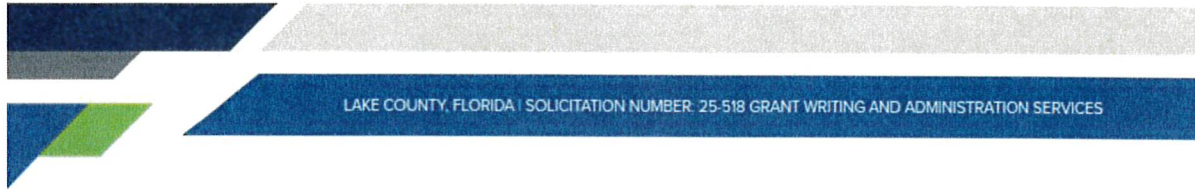
Print Name: Bruce J. Spitzengel

Title: President

Primary E-mail Address: bruce@grantworks.net

Secondary E-mail Address: diana.dubois@grantworks.net

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A



ADDENDUM NO. 3

25-518



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Grant Writing & Administrative Services

1/15/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q7. Would the County agree to replace the indemnification language on page 11 of Exhibit C – General Terms and Conditions with the indemnification language outlined in Florida Statute 725.08? Suggested language per Florida Statute 725.08: “the design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney’ fees, to the extent caused by 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.”

R7. Exhibit C is the County’s general terms and conditions and not all are applicable to all contracts. The County is willing to negotiate if the requested exceptions are within the parameters of Florida Statutes.

Q8. Would the County remove the “Warranty and Deficiencies in Work to be Corrected by the Contractor” provisions on pages 5 and 6 of the Exhibit C – General Terms and Conditions? We believe those sections are not applicable to the services provided by design professionals, as Florida case law is clear that design professionals providing professional services, unlike Contractors who provide materials and goods, cannot warrant or guarantee their services as part of a contract, other than to warrant that the services will be conducted per the professional standard care.

R8. Exhibit C is the County’s general terms and conditions and not all are applicable to all contracts. The County is willing to negotiate if the requested exceptions are within the parameters of Florida Statutes.

Q9. Would the County provide a Sample Contract for review?

R9. No.

Q10. We would like to submit the following exceptions for RFP 25-518 – Grant Writing & Administrative Services:

- Indemnification – we request to remove all requirements to defend from the Indemnification paragraph. We do not provide defense to our clients, as this may impair independence under our professional accounting standards, because it is committing to pay before it has been determined that we are at fault.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A

LAKE COUNTY, FLORIDA | SOLICITATION NUMBER 25-518 GRANT WRITING AND ADMINISTRATION SERVICES

ADDENDUM NO. 3

25-518

- Right to Audit – We can provide our clients with our SOC report subject to a signed, mutually agreed confidentiality agreement.
- Insurance Requirements – We cannot add clients as additionally insured on our Professional Liability coverage. Professional Liability insurance is designed solely to make payments to people other than the insured professional in the event the insured's negligent act, error, or omission causes damage to a third party. If a client becomes an insured under our policy, the client would be covered to the same extent as our firm. If an "insured" client files a claim against us, that client – from an insurer's viewpoint – would be filing a negligence claim against itself. Such coverage is not afforded by a professional liability policy.
- We will provide Certificates of Insurance evidencing all coverages required. We do not provide full copies of our insurance policies to clients.

**R10. Exhibit C is the County's general terms and conditions and not all are applicable to all contracts. The County is willing to negotiate if the requested exceptions are within the parameters of Florida Statutes. With the Certificates of Insurance, the County does not require the full copy of the policy, the County will request copies of the Additional Insured and Waiver of Subrogation Endorsements from the policy.**

R11. Exception requested for Health Insurance Portability and Accountability Act (HIPAA) – page 14 of Exhibit C – General Terms and Conditions. Bidder does not seek to access to protected HIPPA information to perform the services requested. Bidder requests a qualifying text is inserted regarding access to HIPPA information:

- "Contractor will not be provided access to HIPPA protected information. During performance of the services, if both parties agree that access to HIPPA protected information is necessary to perform the scope of services, the Contractor will enter into a Business Associate Agreement for limited access to perform certain task(s). Contractor personnel with access will also be limited to only those that must have access to perform subject task(s)."

**R11. Exhibit C is the County's general terms and conditions and not all are applicable to all contracts. The County is willing to negotiate if the requested exceptions are within the parameters of Florida Statutes.**

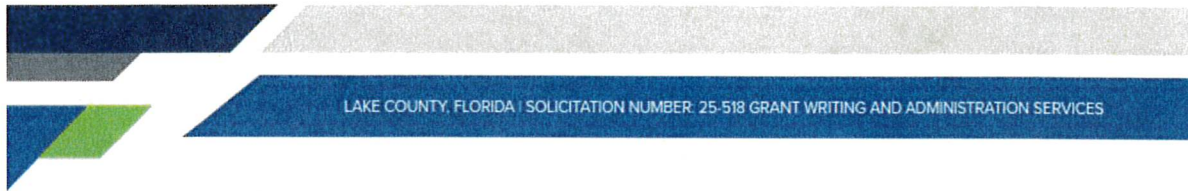
Q12. Has the County previously had a staff person or consultant perform this scope of work, or is this a new service?

**R12. The County has utilized consultants for specific grant-funded projects in the past; however, this continuing contract represents a new approach. The intent of this endeavor is to expand our capacity to seek and secure additional grant opportunities. This new contract will provide a pool of grant specialists available to all County departments for both application preparation and grant administration services.**

Q13. Will grant management services be provided for existing grants or just the new grants the consultant generates?

**R13. Grant management services under this contract may include administration of both existing grants and new grants secured through the consultant's efforts. While the County has existing grants that may require administrative support, the overall intent of this contract is to seek out and secure new grant opportunities. Due to the County's size and departmental diversity, we cannot currently provide a precise count of existing grants that may require administration by any one department. The awarded consultants will be expected to provide**

Page 2 of 3



**ADDENDUM NO. 3**

**25-518**

flexible and comprehensive grant management services as needed.

Q14. What is the estimated term of the contract?

R14. See Attachment 1 Bid Submittal Form – Section 1.0 for terms of the contract.

Q15. Are there minimum or maximum page lengths for consultant generated required sections such as Statement of Interest & Understanding of Project, Firm Profile / Firm History, Proposed Solution, Financial Stability, etc.?

R15. There is no specific minimum or maximum page lengths however, documents included with proposal should be complete and concise for County staffs review in a timely manner to determine of responsiveness and responsiveness.

Q16. Will there be multiple contracts awarded?

R16. The County intends to establish a pool of consultants with varying specialties to address diverse grant opportunities and administration needs across all departments. The number of contracts to be awarded is not predetermined and will depend on the qualifications, expertise, and specialties of the respondents. This approach allows the County to match specific grant opportunities with the most qualified consultant(s) within the pool.

Q17. Is there a specific format for the financial stability statement? Or is the County looking for an audited financial statement?

R17. See 25-518 Grant Writing and Administrative Services document, Section 7 – Method of Award – 7.2.6, as well as Section 8 – Delivery and Submittal Requirements – 8.5.5 Financial Stability for details on this request.

Q18. Can we include team resumes in Other Information section?

R18. Yes.

**ADDITIONAL INFORMATION**

REMINDER: Vendors are to include a signed copy of ALL addendums with their proposals.

**ACKNOWLEDGEMENT**

Firm Name: GrantWorks, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Bruce J. Spitzengel*

Date: 1/20/2025

Print Name: Bruce J. Spitzengel

Title: President

Primary E-mail Address: bruce@grantworks.net

Secondary E-mail Address: rick.faircloth@grantworks.net

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A

LAKE COUNTY, FLORIDA | SOLICITATION NUMBER 25-518 GRANT WRITING AND ADMINISTRATION SERVICES

## SECTION 2 – FORMS

### ATTACHMENT 1 – SUBMITTAL FORM

25-518

The undersigned hereby declares: GrantWorks, Inc. has examined and accepts the specifications, terms, and conditions presented and implied in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **GRANT WRITING & ADMINISTRATION SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

#### 1. TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the date of approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

#### 2. INVOICING

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

#### 3. CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

#### 4. CERTIFICATION REGARDING EXHIBIT D – FEDERAL FUNDING CLAUSES

I certify I have reviewed EXHIBIT D – FEDERAL FUNDING CLAUSES and accept as written. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

#### 5. CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

#### 6. CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A

LAKE COUNTY, FLORIDA | SOLICITATION NUMBER: 25-518 GRANT WRITING AND ADMINISTRATION SERVICES

ATTACHMENT 1 – SUBMITTAL FORM

25-518

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. YES

7. **CERTIFICATION REGARDING BACKGROUND CHECKS**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

8. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s)  Choose an item  Choose an item and enter OSD Certification Number  Click or tap here to enter text and enter effective date  Click or tap to enter a date to date  Click or tap to enter a date

9. **ANTITRUST VIOLATOR VENDOR LISTS**

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity, and may not transact new business with a public entity.

10. **FEDERAL FUNDING REQUIREMENT**

10.1. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

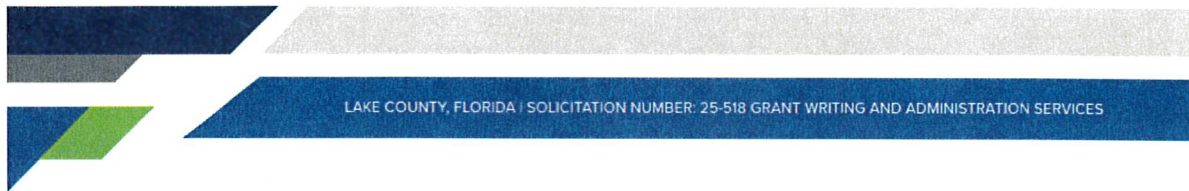
Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

Page 2 of 3

GRANTWORKS, INC.

SECTION 2 – FORMS | PAGE 16



**ATTACHMENT 1 – SUBMITTAL FORM**

**25-518**

10.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov](https://sam.gov) | Home: UZ9NMVF8SGD8 RECIPROCAL VENDOR PREFERENCE:

**11. LOCAL VENDOR PREFERENCE – N/A**

**12. GENERAL VENDOR INFORMATION**

Firm Name: GrantWorks, Inc.  
Street Address: 108 S. Monroe St.  
City: Tallahassee State and ZIP Code: FL 32301  
Mailing Address (if different): Click or tap here to enter text.  
Telephone: 850-567-0018  
Purchase Order email address: cecelia@grantworks.net  
Federal Identification Number / TIN: 76-0446220

**13. SUBMITTAL SIGNATURE**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Bruce J. Spitzengel*

Date: 2/4/2025

Print Name: Bruce J. Spitzengel

Title: President

Primary E-mail Address: bruce@grantworks.net

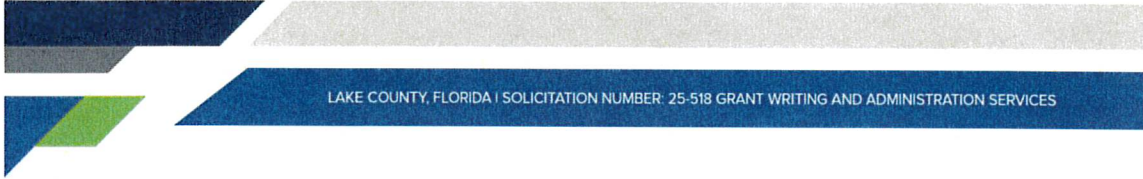
Secondary E-mail Address: rick.faircloth@grantworks.net

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND GRANTWORKS, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518A

**EXHIBIT B**  
**Pricing-Team Composition and Fees**



**3.1 Team Composition Form**

GrantWorks has provided hourly rates for the proposed staff for Lake County grant writing and grant management services.

ATACHMENT 2 - TEAM COMPOSITION

25-128

CONSULTANT & SUBCONSULTANTS

| ROLE                           | Name             | DEB/Small Business Certified? | Florida Active Registrations                                       | Hourly Rate |
|--------------------------------|------------------|-------------------------------|--|-------------|
| Corporate Sponsor              | Rick Faureloth   | N/A                           |  | \$0.00      |
| Program Manager                | Ashley Dowdy     | N/A                           | Florida Certified Contract Manager                                 | \$155.00    |
| SME - Grant Writing            | Mirenda Harris   | N/A                           |  | \$195.00    |
| SME - CDBG-DR & -MIT           | Jo Carroll       | N/A                           |  | \$195.00    |
| SME - Infrastructure           | Ross Woods       | N/A                           |  | \$195.00    |
| SME - Economic Development     | Julie Norman     | N/A                           | Certified Economic Developer<br>Workforce Development Professional | \$195.00    |
| SME - FEMA Services            | Valane Phillip   | N/A                           | Licensed Professional Engineer (Florida)                           | \$195.00    |
| SME - Evaluation/Optimization  | John Zakian      | N/A                           | Certified Economic Developer                                       | \$195.00    |
| Task Manager                   | Ashley Dowdy     | N/A                           | Florida Certified Contract Manager                                 | \$155.00    |
| Task Manager                   | Trey Friedrich   | N/A                           | Graduate Certificate Emergency Management                          | \$150.00    |
| Task Manager                   | Maghan Barber    | N/A                           |  | \$150.00    |
| Task Manager                   | Kay LeSage       | N/A                           |  | \$150.00    |
| Task Manager                   | Carolina Castro  | N/A                           |  | \$150.00    |
| Task Manager                   | Timothy Munk     | N/A                           |  | \$150.00    |
| Task Manager                   | Najsha Corbett   | N/A                           |  | \$150.00    |
| Task Manager                   | Charles Edwards  | N/A                           | Registered Mortgage Loan Originator                                | \$150.00    |
| Needs Assessment/Funding       | Katherine Smith  | N/A                           | Florida Certified Contract Manager                                 | \$175.00    |
| Grant Researcher               | Kimberly Powers  | N/A                           |  | \$105.00    |
| Community Liaison              | Holly Miller     | N/A                           | State of Florida Bar License 56368                                 | \$145.00    |
| Senior Grant Writer            | Charles Edwards  | N/A                           | Registered Mortgage Loan Originator                                | \$150.00    |
| Senior Grant Writer            | Shawna McElfish  | N/A                           |  | \$150.00    |
| Senior Grant Writer            | Maghan Barber    | N/A                           |  | \$150.00    |
| Grant Writer                   | Susanne Mata     | N/A                           |  | \$125.00    |
| Grant Writer (FEMA)            | Mana Bedia       | N/A                           |  | \$125.00    |
| Senior Grant Specialist        | Regan Lenehan    | N/A                           |  | \$145.00    |
| Senior Grant Specialist        | Jeff Carillo     | N/A                           |  | \$145.00    |
| Senior Grant Specialist        | Derek Katznelson | N/A                           |  | \$145.00    |
| Senior Grant Specialist        | Ashley Hebert    | N/A                           | Certified Floodplain Manager<br>Grants Manager                     | \$145.00    |
| Grant Specialist               | Tyler Engel      | N/A                           |  | \$125.00    |
| Grant Specialist/Environmental | Brice Bloomer    | N/A                           | Certified Floodplain Manager                                       | \$125.00    |
| Grant Specialist               | Patrick Kelley   | N/A                           | Certified Business Continuity Professional                         | \$125.00    |
| Grant Specialist               | Joseph Berman    | N/A                           |  | \$125.00    |

Holly Miller  
VP Florida Government Services  
[Holly.Miller@grantworks.net](mailto:Holly.Miller@grantworks.net)  
850-567-0018

May 27, 2026

Mr. Mike Helfrich  
City Manager  
Madeira Beach City Hall,  
300 Municipal Drive,  
Madeira Beach, FL 33708

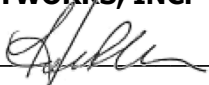
***Subject: Written Consent to Piggyback Purchase; Lake County Contract No. 25-518A Grant Writing and Administrative Services***

GrantWorks, Inc. ("GrantWorks") hereby consents to the City of Madeira Beach, Florida ("Madeira Beach") utilizing and piggybacking upon Lake County Contract No. 25-518A for Grant Writing and Administrative Services, including the executed renewal extending the contract term through June 23, 2028.

This consent is provided pursuant to the "Other Agencies" provision of the Contract, which authorizes other governmental agencies to make purchases under the Contract with Contractor consent.

Any services authorized by Madeira Beach shall be governed by the same terms, conditions, scope, and pricing structure contained in the Lake County Contract, except for the substitution of the agency name. Madeira Beach shall remain solely responsible and liable for its own purchases and obligations arising from any authorized work.

**GRANTWORKS, INC.**

By:  \_\_\_\_\_  
Name: Holly Miller  
Title: VP Florida Government Services  
Date: 5/27/2026



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

Solicitation Number: **25-518**

Solicitation Title: **GRANT WRITING & ADMINISTRATION SERVICES**

Pre-Solicitation Conference: **See Section 3.0**

Last Day to Ask Questions: **01/10/2025**

CLOSING DATE: **01/23/2025**

CLOSING TIME: **3:00 P.M. Eastern**

Vendors shall complete and return all information requested by the specified time and date or Submittal shall be rejected.

|          |  |          |
|----------|--|----------|
| <b>1</b> | <b>PURPOSE OF REQUEST SOLICITATION</b> .....     | <b>2</b> |
| <b>2</b> | <b>EXHIBITS</b> .....                            | <b>2</b> |
| <b>3</b> | <b>ATTACHMENTS</b> .....                         | <b>2</b> |
| <b>4</b> | <b>POINT OF CONTACT</b> .....                    | <b>2</b> |
| <b>5</b> | <b>PRE-PROPOSAL CONFERENCE</b> .....             | <b>2</b> |
| <b>6</b> | <b>QUESTIONS, EXCEPTIONS, AND ADDENDA</b> .....  | <b>2</b> |
| <b>7</b> | <b>METHOD OF AWARD</b> .....                     | <b>3</b> |
| <b>8</b> | <b>DELIVERY AND SUBMITTAL REQUIREMENTS</b> ..... | <b>3</b> |

**1 PURPOSE OF REQUEST SOLICITATION**

Lake County, Florida seeks competitive sealed submissions to furnish **GRANT WRITING & ADMINISTRATION SERVICES**. This solicitation is officially posted on the County's website <https://lakecountyfl.gov/procurement-services> exclusively.

**2 EXHIBITS**

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – [General Terms and Conditions for Lake County Florida](#) dated 5/6/21.

Exhibit D – Federal Funding Clauses

**3 ATTACHMENTS**

Attachment 1 – Submittal Form

Attachment 2 – Team Composition Form

Attachment 3 – Reference Form

Attachment 4 – Combined Affidavit - Foreign Entities & Human Trafficking

Attachment 5 – Drug-Free Workplace Certification

Attachment 6 – Debarment Certification

Attachment 7 – Lobbying Certification

Attachment 8 – Non-Collusion Certification

Attachment 9 – Public Entity Crime Certification

**4 POINT OF CONTACT**

Direct all inquiries to the Contracting Officer (official point of contact) listed:

Amy Munday, Contracting Officer II

Telephone: 352-343-9839

E-mail: [Amy.Munday@LakeCountyFL.gov](mailto:Amy.Munday@LakeCountyFL.gov)

**5 PRE-PROPOSAL CONFERENCE**

N/A

**6 QUESTIONS, EXCEPTIONS, AND ADDENDA**

6.1 Vendors must examine all solicitation content including the [General Terms and Conditions for Lake County Florida](#).

6.2 All communication, inquiries, or requests for exceptions shall be directed to the Contracting Officer listed in Section 0.

6.3 The last day for questions or requests for exceptions is 01/10/2025.

6.3.1 An addendum may be issued in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation.

6.4 No responses to questions submitted will be binding unless released in writing as an addendum to the solicitation and posted on the [Formal Solicitations site \(lakecountyfl.gov\)](#) for this solicitation. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail.

6.5 Vendors are responsible to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent submissions from being considered for award. The solicitation due date is static unless notified via addendum.

6.6 Process or procedure questions may be asked of the Contracting Officer at any time.

**7 METHOD OF AWARD**

Each Submittal will be evaluated for conformance as responsive and responsible using the following criteria in order of importance:

- 7.1 Proper submittal of ALL documentation as required by this Solicitation. (Responsive)
- 7.2 The greatest benefits to Lake County as it pertains to: (Responsible)
  - 7.2.1 Firm's qualifications;
  - 7.2.2 Proposed costs / fee schedule or Proposed Team Composition Form;
  - 7.2.3 Proposed materials and plans to accomplish tasks;
  - 7.2.4 Past Performance. Submit three to five verifiable references/projects completed within five years similar in magnitude to the Solicitation. List no more than two Lake County Government projects. Use Attachment 3 – References Form;
  - 7.2.5 All technical specifications associated with this Solicitation; and
  - 7.2.6 Financial Stability: Be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.
  - 7.2.7 Any additional submittal requirements.
- 7.3 Award will be made to the most responsive, responsible Vendor whose Proposal represents the best overall value to the County when considering all evaluation factors (no additional details).
- 7.4 Per Section 287.05701, Florida Statutes, the County will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- 7.5 County reserves the right to make awards to one or more Vendors to reject any and all offers or waive any minor irregularity or technicality in Proposals received.
- 7.6 Submissions received before the closing date and time listed will be opened, recorded, and accepted for consideration. Vendors' names will be read aloud and recorded. Submittals will be available for inspection during normal business hours from the Office of Procurement Services thirty (30) calendar days after the Solicitation due date or after recommendation of award, whichever occurs first.

**8 DELIVERY AND SUBMITTAL REQUIREMENTS**

- 8.1 Hand delivery of submittals will not be accepted.
- 8.2 RESPONSES MUST BE SUBMITTED THROUGH THE SOLICITATION RESPONSE PORTAL TO BE CONSIDERED – [Click Here for the Submission Portal](#).
- 8.3 A response will not be accepted if completed and submitted after the official due date and time.
- 8.4 Submission indicates a binding offer to the County and agreement of the terms and conditions referenced in this Solicitation. Do not make any changes to the content or format of any form without County permission. All information must be legible.
- 8.5 Submittal must be organized into the following major sections. Create and upload a file for each section:

**8.5.1 Vendor Profile**

- Statement of Interest & Understanding of Project
- Firm Profile / Firm History
- Completed Attachment 3 – Reference Form

- Completed Attachment 4 – Affidavit, Contracting with Foreign Countries of Concern
- Program Manager: List the name, business address, telephone number and e-mail address of the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects
- Include copies of any required licenses or permits

#### 8.5.2 Forms

- Completed Attachment 1 – Submittal Form
  - Submittal must be signed by an official authorized to legally bind the firm to its provisions. Include a memorandum of authority signed by an officer of the company if the signor is not listed as a corporate officer on the firm's SunBiz registration.
- Proof of [Sunbiz.org](http://Sunbiz.org) registration
- Completed W-9 form
- Completed Attachment 5 – Certification Drugfree Workplace
- Completed Attachment 6 – Certification Debarment & Suspension
- Completed Attachment 7 – Certification Regarding Lobbying
- Completed Attachment 8 – Non-Conclusion Certification
- Completed Attachment 9 – Public Entity Crimes Statement
- Completed Addenda issued. Failure to include signed addenda may be cause for Submittal to be considered non-responsive
- Proof of insurance or evidence of insurability at levels in Exhibit B – Insurance Requirements
- Any Contractor required licenses

#### 8.5.3 Completed Pricing Sheet OR Subcontractors/Joint Ventures

- Completed Attachment 2 – Team Composition Form
- Supporting documentation for proposed pricing
- List of proposed subcontractors or joint venture arrangements that may be used on the project.

#### 8.5.4 Proposed Solution

- Provide a concise description of the approach and process to successfully complete the work to be performed including any specific staffing or equipment resources.

#### 8.5.5 Financial Stability

- Provide a financial stability statement indicating the firm has the necessary resources (human and financial) to provide the services at the level required by the County. The County reserves the right to request a financial statement, a certified audit, or a third party prepared financial statement. The County reserves the right to use a third-party company to verify financial information provided. Provide similar information for a subcontractor or joint venture arrangement.

#### 8.5.6 Litigation

- Information on the nature and outcome of litigation and proceedings for the previous three (3) years where the firm has been involved in any matter related to professional activities.

#### 8.5.7 Other Information

- Include any additional data that Vendor deems pertinent to the understanding and

evaluating of the Proposal

8.6 PRESENTATIONS/ POST-DISCUSSIONS AFTER PROPOSAL RESPONSE

8.6.1 County, at its sole discretion, may ask for an oral presentation or demonstration without charge to the County. County reserves the right to require the Vendor to demonstrate to the satisfaction of the County that the Firm has the fiscal and technical ability to furnish the requirements of the Solicitation. The demonstration must satisfy the County and the County will be the sole judge of compliance.

8.6.2 County may commence contract negotiations in accordance with the method of award specified. The County reserves the right to conduct discussions with Vendors having a realistic possibility of contract award to include requests for additional information and requests for “best and final” offers.

8.6.3 Vendors must not assume they will be asked to make a presentation or asked for a “best and final” offer and must include all pertinent and required information in their original Proposal.

8.7 County is not liable or responsible for any costs incurred in responding to this Solicitation including, without limitation, costs for product or service demonstrations if requested.

8.8 Interested parties may listen to the 3:01 P.M. solicitation opening by calling 1-321-332-7400, Conference ID 971 920 36# or clicking on this link: [Join Microsoft Teams Meeting](#)

8.9 County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). Nothing in this solicitation permits or shall be construed as authorization to use or display County’s Intellectual Property on Respondent’s submittal documents or proposal (including any exhibits attached thereto) in response to this solicitation. Unless expressly authorized in writing by County, a Respondent is not authorized and shall not make use of or display any County Intellectual Property on or in its proposal or submittals. Unauthorized use of County’s Intellectual Property may constitute trademark and copyright infringement in violation of federal and state laws. It is a violation and deemed a second-degree misdemeanor under Florida Statutes Section 165.043.

*[The remainder of this page intentionally left blank]*



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

Solicitation Number: **25-518**

Solicitation Title: **GRANT WRITING & ADMINISTRATION SERVICES**

Pre-Solicitation Conference: **See Section 3.0**

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Amy Munday, Contracting Officer II

Telephone: 352-343-9839

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6.4 No responses to questions submitted will be binding unless released in writing as an addendum to the solicitation and posted on the [Formal Solicitations site \(lakecountyfl.gov\)](#) for this solicitation. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail.

6.5 Vendors are responsible to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent submissions from being considered for award. The solicitation due date is static unless notified via addendum.

6.6 Process or procedure questions may be asked of the Contracting Officer at any time.

**7 METHOD OF AWARD**

Each Submittal will be evaluated for conformance as responsive and responsible using the following criteria in order of importance:

- 7.1 Proper submittal of ALL documentation as required by this Solicitation. (Responsive)
- 7.2 The greatest benefits to Lake County as it pertains to: (Responsible)
  - 7.2.1 Firm's qualifications;
  - 7.2.2 Proposed costs / fee schedule or Proposed Team Composition Form;
  - 7.2.3 Proposed materials and plans to accomplish tasks;
  - 7.2.4 Past Performance. Submit three to five verifiable references/projects completed within five years similar in magnitude to the Solicitation. List no more than two Lake County Government projects. Use Attachment 3 – References Form;
  - 7.2.5 All technical specifications associated with this Solicitation; and
  - 7.2.6 Financial Stability: Be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.
  - 7.2.7 Any additional submittal requirements.
- 7.3 Award will be made to the most responsive, responsible Vendor whose Proposal represents the best overall value to the County when considering all evaluation factors (no additional details).
- 7.4 Per Section 287.05701, Florida Statutes, the County will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- 7.5 County reserves the right to make awards to one or more Vendors to reject any and all offers or waive any minor irregularity or technicality in Proposals received.
- 7.6 Submissions received before the closing date and time listed will be opened, recorded, and accepted for consideration. Vendors' names will be read aloud and recorded. Submittals will be available for inspection during normal business hours from the Office of Procurement Services thirty (30) calendar days after the Solicitation due date or after recommendation of award, whichever occurs first.

**8 DELIVERY AND SUBMITTAL REQUIREMENTS**

- 8.1 Hand delivery of submittals will not be accepted.
- 8.2 RESPONSES MUST BE SUBMITTED THROUGH THE SOLICITATION RESPONSE PORTAL TO BE CONSIDERED – [Click Here for the Submission Portal](#).
- 8.3 A response will not be accepted if completed and submitted after the official due date and time.
- 8.4 Submission indicates a binding offer to the County and agreement of the terms and conditions referenced in this Solicitation. Do not make any changes to the content or format of any form without County permission. All information must be legible.
- 8.5 Submittal must be organized into the following major sections. Create and upload a file for each section:

**8.5.1 Vendor Profile**

- Statement of Interest & Understanding of Project
- Firm Profile / Firm History
- Completed Attachment 3 – Reference Form

- Completed Attachment 4 – Affidavit, Contracting with Foreign Countries of Concern
- Program Manager: List the name, business address, telephone number and e-mail address of the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects
- Include copies of any required licenses or permits

#### 8.5.2 Forms

- Completed Attachment 1 – Submittal Form
  - Submittal must be signed by an official authorized to legally bind the firm to its provisions. Include a memorandum of authority signed by an officer of the company if the signor is not listed as a corporate officer on the firm's SunBiz registration.
- Proof of [Sunbiz.org](http://Sunbiz.org) registration
- Completed W-9 form
- Completed Attachment 5 – Certification Drugfree Workplace
- Completed Attachment 6 – Certification Debarment & Suspension
- Completed Attachment 7 – Certification Regarding Lobbying
- Completed Attachment 8 – Non-Conclusion Certification
- Completed Attachment 9 – Public Entity Crimes Statement
- Completed Addenda issued. Failure to include signed addenda may be cause for Submittal to be considered non-responsive
- Proof of insurance or evidence of insurability at levels in Exhibit B – Insurance Requirements
- Any Contractor required licenses

#### 8.5.3 Completed Pricing Sheet OR Subcontractors/Joint Ventures

- Completed Attachment 2 – Team Composition Form
- Supporting documentation for proposed pricing
- List of proposed subcontractors or joint venture arrangements that may be used on the project.

#### 8.5.4 Proposed Solution

- Provide a concise description of the approach and process to successfully complete the work to be performed including any specific staffing or equipment resources.

#### 8.5.5 Financial Stability

- Provide a financial stability statement indicating the firm has the necessary resources (human and financial) to provide the services at the level required by the County. The County reserves the right to request a financial statement, a certified audit, or a third party prepared financial statement. The County reserves the right to use a third-party company to verify financial information provided. Provide similar information for a subcontractor or joint venture arrangement.

#### 8.5.6 Litigation

- Information on the nature and outcome of litigation and proceedings for the previous three (3) years where the firm has been involved in any matter related to professional activities.

#### 8.5.7 Other Information

- Include any additional data that Vendor deems pertinent to the understanding and

evaluating of the Proposal

8.6 PRESENTATIONS/ POST-DISCUSSIONS AFTER PROPOSAL RESPONSE

8.6.1 County, at its sole discretion, may ask for an oral presentation or demonstration without charge to the County. County reserves the right to require the Vendor to demonstrate to the satisfaction of the County that the Firm has the fiscal and technical ability to furnish the requirements of the Solicitation. The demonstration must satisfy the County and the County will be the sole judge of compliance.

8.6.2 County may commence contract negotiations in accordance with the method of award specified. The County reserves the right to conduct discussions with Vendors having a realistic possibility of contract award to include requests for additional information and requests for “best and final” offers.

8.6.3 Vendors must not assume they will be asked to make a presentation or asked for a “best and final” offer and must include all pertinent and required information in their original Proposal.

8.7 County is not liable or responsible for any costs incurred in responding to this Solicitation including, without limitation, costs for product or service demonstrations if requested.

8.8 Interested parties may listen to the 3:01 P.M. solicitation opening by calling 1-321-332-7400, Conference ID 971 920 36# or clicking on this link: [Join Microsoft Teams Meeting](#)

8.9 County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). Nothing in this solicitation permits or shall be construed as authorization to use or display County’s Intellectual Property on Respondent’s submittal documents or proposal (including any exhibits attached thereto) in response to this solicitation. Unless expressly authorized in writing by County, a Respondent is not authorized and shall not make use of or display any County Intellectual Property on or in its proposal or submittals. Unauthorized use of County’s Intellectual Property may constitute trademark and copyright infringement in violation of federal and state laws. It is a violation and deemed a second-degree misdemeanor under Florida Statutes Section 165.043.

*[The remainder of this page intentionally left blank]*



## MEMORANDUM

**TO:** Hon. Mayor and Board of Commissioners

**VIA:** Mike Helfrich, City Manager

**FROM:** Clara VanBlargan, City Clerk

**DATE:** June 26, 2026

**SUBJECT:** Ordinance 2026-07, Charter Amendments Relating to Municipal Election Dates, Candidate Qualifying Periods, Term Transition Provisions, and Referendum Questions – 1<sup>st</sup> Reading & Public Hearing

### BACKGROUND

Proposed Ordinance 2026-07, places charter amendments on the November 3, 2026 Municipal General Election Ballot relating to Municipal Election Dates, Candidate Qualifying Periods, Term Transition Provisions, and Referendum Questions.

The City Charter currently provides that municipal elections be held on the first Tuesday after the second Monday in March, with candidate qualifying occurring during the first two full weeks of December, excluding weekends. The proposed amendments would:

- Change the municipal election date from March to November to align with the State General Election.
- Change the candidate qualifying period from the first two full weeks of December to the first two full weeks of June.
- Clarify that terms of office commence following election certification and installation.
- Modify induction procedures to ensure consistency with the revised election schedule.
- Establish transitional term extensions necessary to convert from the March election cycle to a November election cycle.

### DISCUSSION

The Board of Commissioners has expressed interest in evaluating whether municipal elections should be held in conjunction with statewide and countywide general elections.

Conducting elections in November may offer several benefits, including:

- Increased voter participation due to historically higher turnout during general elections.
- Reduced election administration costs through coordination with the Pinellas County Supervisor of Elections.
- Improved efficiency in election administration and ballot processing.

Because the City currently operates under a March election cycle, transitional provisions are necessary to maintain the Charter's staggered election structure and avoid shortening any elected official's term.

**November 3, 2026 Municipal General Election Ballot – If approved by the voters**

- Commissioner District 3 and Commissioner District 4 terms, currently scheduled to expire in March 2027, would be extended until the certification of the November 2027 election results and the installation of successors.
- Commissioner District 1, Commissioner District 2, and Mayor-Commissioner terms, currently scheduled to expire in March 2028, would be extended until the certification of the November 2028 election results and the installation of successors.

The ordinance further provides that these temporary extensions shall not be treated as additional terms for purposes of the City's consecutive-term limit provisions.

**VOTER PARTICIPATION ANALYSIS AND COST COMPARISON**

| Year | March Municipal Election       | November General Election                            | Notes  |
|------|--------------------------------|--|--|
| 2017 | March 14, 2017 — 42.8% turnout | November 7, 2017 — 22.8% turnout                     |  |
| 2018 | March 13, 2018 — 36.3% turnout | November 6, 2018 — 69.0% turnout                     |  |
| 2019 | March 12, 2019 — 36.7% turnout | November 5, 2019 — November municipal elections only | March election ballot included 11 Madeira Beach Charter Amendments.  |
| 2020 | March 17, 2020 — 42.1% turnout | November 3, 2020 — 80.0% turnout                     | March election held with Presidential Preference Primary; November ballot included 6 Madeira Beach Charter Amendments. |
| 2021 | March 9, 2021 — No election    | November 2, 2021 — November municipal elections only |  |
| 2022 | March 15, 2022 — 31.4% turnout | November 8, 2022 — 66.0% turnout                     | March election ballot included 3 Madeira Beach Charter   |

|      |                                |  |   |
|------|--------------------------------|--|---|
|      |                                |  | Amendments and 1 referendum; November ballot included 2 Madeira Beach Charter Amendments. |
| 2023 | March 14, 2023 — 31.6% turnout | November 7, 2023 — November municipal elections only | March election ballot included 2 Madeira Beach Charter Amendments.                        |
| 2024 | March 19, 2024 — 23.9% turnout | November 5, 2024 — 79.4% turnout                     |   |
| 2025 | March 11, 2025 — No election   | November 4, 2025 — November municipal elections only |   |
| 2026 | March 10, 2026 — 21.7% turnout | Not yet available                                    |   |

The comparison directly illustrates the policy question before the voters: whether local elections should be held during a low-turnout stand-alone municipal cycle or during a high-turnout November general election cycle.

In addition to increased voter participation, holding municipal elections alongside the November General Election may yield administrative efficiencies and cost savings. The City would benefit from shared election infrastructure, including polling locations, election workers, voting equipment, ballot tabulation systems, vote-by-mail processing, and election administration services already used for countywide and statewide elections.

**FISCAL IMPACT**

Costs for public hearing advertising and for placing the referendum questions on an upcoming ballot will be included in the City's election administration budget.

**LEGAL REVIEW**

The City Attorney has reviewed Ordinance 2026-07 for legal sufficiency.

Pursuant to Section 14.3 of the present Charter of the City of Madeira Beach, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, charter amendments must be approved by referendum of the electors of the City of Madeira Beach to take effect.

**RECOMMENDATION**

It is recommended that the Board of Commissioners approve, following first reading and public hearing, Ordinance 2026-07, Charter Amendments Relating to Municipal Election Dates, Candidate Qualifying Periods, Term Transition Provisions, and Referendum Questions . The

ordinance will be advertised for a second reading and public hearing to be held on August 12, 2026.

**ATTACHMENTS**

1. Ordinance 2026-07
2. Ordinance 2026-07, Business Impact Statement
3. Madeira Beach Election Estimate A
4. Madeira Beach Election Estimate B (In conjunction with Countywide Election, 1 Card Ballot)
5. Pinellas County Supervisor of Elections 2026 Election Schedule

**ORDINANCE 2026-07**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF MADEIRA BEACH PROPOSED AMENDMENTS TO THE CITY CHARTER RELATING TO THE DATE OF MUNICIPAL ELECTIONS AND CANDIDATE QUALIFYING PERIODS; AMENDING SECTION 3.3, NOMINATION OF BOARD OF COMMISSIONERS, SUBPARAGRAPH (A), FILING, OF THE CITY CHARTER TO CHANGE THE CANDIDATE QUALIFYING PERIOD FROM DECEMBER TO JUNE; AMENDING SECTION 3.4, MANNER OF HOLDING ELECTIONS, SUBPARAGRAPH A, OF THE CITY CHARTER TO CHANGE MUNICIPAL ELECTIONS FROM MARCH TO NOVEMBER TO COINCIDE WITH THE STATE GENERAL ELECTION; AMENDING SECTION 2.2, BOARD OF COMMISSIONERS CREATED; QUALIFICATIONS; TERM OF OFFICE; AND VACANCIES, SUBPARAGRAPH (B), QUALIFICATIONS AND TERM OF OFFICE, OF THE CITY CHARTER TO PROVIDE FOR CERTIFICATION OF ELECTION RESULTS, AMENDING SECTION 4.8, INDUCTION OF BOARD OF COMMISSIONERS INTO OFFICE; MEETINGS, OF THE CITY CHARTER TO PROVIDE CONSISTENT COMMENCEMENT OF TERMS AND INSTALLATION PROCEDURES; PROVIDING FOR TRANSITIONAL TERMS OF OFFICE INCLUDING EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 3 AND COMMISSIONER DISTRICT 4 UNTIL NOVEMBER 2027 AND EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 1, COMMISSIONER DISTRICT 2, AND MAYOR-COMMISSIONER UNTIL NOVEMBER 2028; PROVIDING FOR A REFERENDUM; PROVIDING FOR BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 14.3 of the present Charter of the City of Madeira Beach, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, charter amendments must be approved by referendum of the electors of the City of Madeira Beach; and

**WHEREAS**, the City Charter currently provides that municipal elections are held on the first Tuesday after the second Monday in March; and

**WHEREAS**, the City Charter currently establishes the municipal candidate qualifying period during the first two full weeks in December, excluding weekends; and

**WHEREAS**, the Board of Commissioners finds that holding municipal elections in November in conjunction with countywide and statewide general elections may increase voter participation, reduce election administration costs, and improve election efficiency; and

**WHEREAS**, the Board of Commissioners further finds that moving the qualifying period to **June** will provide sufficient time for election administration and coordination with the Pinellas County Supervisor of Elections; and

**WHEREAS**, the Board of Commissioners further finds that transitional extensions of elected terms are necessary to implement the orderly conversion from a March municipal election cycle to a November municipal election cycle; and

**WHEREAS**, the Board of Commissioners desires to submit the proposed Charter amendments to the voters for approval.

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

**Section 1.** That **Section 3.3, Nomination of Board of Commissioners, Subsection (A),** Filing, of the Charter of the City of Madeira Beach shall be amended to read as follows:

(A). *Filing.* Every person who shall desire to become a candidate for nomination under the provisions of this Charter to the office of Mayor and District-Commissioner, shall qualify to become such candidate by filing with the City Clerk during the candidate qualifying period held during the first two full weeks in ~~December~~ **June**, excluding weekends, beginning at Noon on Monday, the first day of the qualifying period and ending at Noon on Friday, the last day of the qualifying period. Under no circumstances shall the City Clerk accept any nomination petitions or filing fees after the close of the filing period as stated herein. Every person's application is to have his/her name printed upon the ballot as a candidate for nomination to the office for which he/she aspires, in which application, he/she shall declare from the district he/she is a candidate or so declare if he/she is a candidate for Mayor. All applications shall be accompanied by an affidavit the candidate is an elector and a resident of the City of Madeira Beach, Florida, for one (1) year immediately prior to the date of said application and has been a resident of said district for which he/she declares himself/herself to be a candidate for a period of six (6) months prior to the date of said application. With said application shall be filed a petition which shall indicate prominently the district from which the Petitioner is a candidate, or if he/she be a candidate for Mayor.

**Section 2.** That **Section 3.4, Manner of Holding Elections, Subsection A,** of the Charter of the City of Madeira Beach shall be amended to read as follows:

A. All **Municipal** elections shall be held in the city on the first Tuesday after the ~~second first~~ Monday in ~~March~~ **November**, ~~with the exception of the Presidential Preference Primary Election (every four (4) years) when the city election shall be held on the same day as the Presidential Preference Primary Election,~~ of each year for the purpose of electing successors to elective offices. Elections for Commissioners of District One (1) and Two (2) shall be held in even-numbered years. Elections for Commissioners of Districts Three (3) and Four (4) shall be held in odd-numbered years. The term for the Commissioners of Districts shall be for two (2) years. The term for Mayor-Commissioner shall be for three (3) years allowing the seat to alternate with the Commissioners of Districts.

**Section 3.** That **Section 2.2, Board of Commissioners Created; Qualifications; Term of Office; and Vacancies, Subparagraph B, Qualifications and Term of Office,** of the Charter of the City of Madeira Beach shall be amended to read as follows:

B. *Qualifications and Term of Office.* The Commission members shall have been qualified electors and residents of the City of Madeira Beach, Florida, for one (1) year immediately prior to their qualifying for election, and in addition, each District-Commissioner shall be a resident of said district in which the candidate seeks to be a candidate for a period of six (6) months prior to the date of said application. The term of office for all District Commissioners shall be for a period of two (2) years. The Mayor may reside at the time of the election anywhere within the City of Madeira Beach, Florida; and the term of office for the Mayor shall be for a period of three (3) years. The terms of all members of the Commission, including the Mayor, will begin at the Board of Commissioners first regular meeting following the election and certification thereof, and shall continue until their successor has been duly elected and installed under this Charter. All vacancies occurring in the Commission between elections shall be filled in accordance with Section 2.2(E) of this Charter.

**Section 4.** That Section 4.8, Induction of Board of Commissioners into Office; Meetings, of the Charter of the City of Madeira Beach shall be amended to read as follows:

The first meeting of each newly elected member of the Board of Commissioners for induction into office shall be at a Board of Commissioners meeting to be held on or before the last day of the month in which the election was held and certification thereof. The Board of Commissioners may hold such meetings at such times as they may prescribe, but not less frequently than once each month. Meetings of the Board of Commissioners shall be open to the public in accordance with the Florida Statutes.

**Section 5.** Transitional Terms of Office.

1. In order to implement the transition from March municipal elections to November municipal general elections, the terms of office for Commissioner District 3 and Commissioner District 4 currently scheduled to expire in March 2027 shall instead expire upon certification of the November 2027 municipal general election results and installation of successors.
2. The offices of Commissioner District 3 and Commissioner District 4 shall be placed on the ballot for the November 2027 municipal general election.
3. In order to continue the staggered election cycle established by the Charter, the terms of office for Commissioner District 1, Commissioner District 2, and Mayor-Commissioner currently scheduled to expire in March 2028 shall instead expire upon certification of the November 2028 municipal general election results and installation of successors.
4. The offices of Commissioner District 1, Commissioner District 2, and Mayor-Commissioner shall be placed on the ballot for the November 2028 municipal general election.
5. Any temporary extension of elected terms required to implement the transition to the November election cycle shall not constitute an additional term for purposes of Charter term limits established in Section 3.5, Consecutive Term Limit, of the Charter.
6. Thereafter, all municipal elections shall occur in November as provided herein.

**Section 6.** The following measures shall be placed on the Municipal General Election Ballot for Tuesday, November 3, 2026, to be voted upon by the qualified electors of the City of Ordinance 2026-07

Madeira Beach, Florida, and these amendments shall become effective immediately upon approval by a majority of the electors voting on these referendum questions:

**Ballot Question**  
**City of Madeira Beach**  
**No. 1 Charter Amendment**

**Change Municipal Election Date from March to November**

Shall the City of Madeira Beach Charter be amended to change the date of regular municipal elections from March to November so City elections occur in conjunction with the State General Election, thereby potentially increasing voter participation and reducing election administration costs?

- YES
- No

**Ballot Question**  
**City of Madeira Beach**  
**No. 2 Charter Amendment**

**Change Candidate Qualifying Period from December to June**

Shall the City of Madeira Beach Charter be amended to change the municipal candidate qualifying period from the first two full weeks in December, excluding weekends, to the first two full weeks in June, excluding weekends, to align with the revised November municipal *general* election schedule?

- YES
- NO

**Ballot Question**  
**City of Madeira Beach**  
**No. 3 Charter Amendment**

**Extend Terms of Elected Officials to Implement November Elections**

Shall the City Charter be amended to temporarily extend:

- the terms of Commissioner District 3 and Commissioner District 4 until certification of the November 2027 election results; and
- the terms of Commissioner District 1, Commissioner District 2, and Mayor-Commissioner until certification of the November 2028 election results;

in order to implement the transition from March municipal elections to November municipal *general* elections?

- YES

- NO

**Section 7.** This Ordinance shall take effect immediately upon its passage and adoption, provided, however, it shall not be effective until such is approved by the electorate at a referendum election thereon to ratify the terms and conditions of this Ordinance. In the event that any such referendum question shall be defeated, then this Ordinance shall be of no further force and effect.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

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

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

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

PASSED ON SECOND READING: \_\_\_\_\_

# Business Impact Estimate

## **ORDINANCE 2026-07**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF MADEIRA BEACH PROPOSED AMENDMENTS TO THE CITY CHARTER RELATING TO THE DATE OF MUNICIPAL ELECTIONS AND CANDIDATE QUALIFYING PERIODS; AMENDING SECTION 3.3, NOMINATION OF BOARD OF COMMISSIONERS, SUBPARAGRAPH (A), FILING, OF THE CITY CHARTER TO CHANGE THE CANDIDATE QUALIFYING PERIOD FROM DECEMBER TO JUNE; AMENDING SECTION 3.4, MANNER OF HOLDING ELECTIONS, SUBPARAGRAPH A, OF THE CITY CHARTER TO CHANGE MUNICIPAL ELECTIONS FROM MARCH TO NOVEMBER TO COINCIDE WITH THE STATE GENERAL ELECTION; AMENDING SECTION 2.2, BOARD OF COMMISSIONERS CREATED; QUALIFICATIONS; TERM OF OFFICE; AND VACANCIES, SUBPARAGRAPH (B), QUALIFICATIONS AND TERM OF OFFICE, OF THE CITY CHARTER TO PROVIDE FOR CERTIFICATION OF ELECTION RESULTS, AMENDING SECTION 4.8, INDUCTION OF BOARD OF COMMISSIONERS INTO OFFICE; MEETINGS, OF THE CITY CHARTER TO PROVIDE CONSISTENT COMMENCEMENT OF TERMS AND INSTALLATION PROCEDURES; PROVIDING FOR TRANSITIONAL TERMS OF OFFICE INCLUDING EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 3 AND COMMISSIONER DISTRICT 4 UNTIL NOVEMBER 2027 AND EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 1, COMMISSIONER DISTRICT 2, AND MAYOR-COMMISSIONER UNTIL NOVEMBER 2028; PROVIDING FOR A REFERENDUM; PROVIDING FOR BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state 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;

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;
  - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

If approved by the electorate, the amendments will align the City's municipal elections with the State of Florida General Election cycle by changing regular municipal elections from March to November, changing the candidate qualifying period from December to June, clarifying that terms of office commence following election certification and installation, modifying induction procedures to ensure consistency with the revised election schedule, and establish transitional term extensions necessary to convert from the March election cycle to a November election cycle. These changes are anticipated to improve election administration, increase voter participation, and provide greater consistency with county and state election processes.

Operationally, the amendments will enhance coordination between the City Clerk's Office and the Pinellas County Supervisor of Elections by aligning election scheduling, candidate qualifying, ballot preparation, and certification timelines. The transition to a November election cycle is also expected to streamline election planning and reduce the administrative burden associated with conducting stand-alone municipal elections.

Financially, the City anticipates potential cost savings through participation in the countywide General Election rather than conducting a separate municipal election in March. Consolidating elections may reduce expenses related to election administration, polling locations, election workers, voting equipment, ballot programming, and other election-related services provided by

the Pinellas County Supervisor of Elections. Actual savings will vary depending on future election costs and the Supervisor of Elections' cost allocation methodology.

The ordinance also provides for temporary extensions of elected officials' terms solely to facilitate the orderly transition to the new election schedule. These transitional provisions do not create additional elected offices, increase compensation, or expand governmental authority. The temporary extensions are administrative in nature and are necessary to preserve the City's staggered election cycle established by the Charter.

**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 proposed amendments are not expected to create any adverse impacts on private businesses, commercial activity, or property owners within the City. Instead, the amendments are intended to improve governmental efficiency, promote greater voter engagement, and provide a more cost-effective municipal election process while maintaining continuity in City governance.

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

The proposed amendments are not expected to create any adverse impacts on private businesses, commercial activity, or property owners within the City.

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

N/A



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

Item 10A.

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 3/12/2025 | 34         |

**Prepared for:**  
 City of Madeira Beach  
 Attn: City Clerk  
 300 Municipal Drive  
 Madeira Beach, FL 33708

| Description  | Qty   | Rate         | Total      |
|--|-------|--------------|------------|
| Election Administration Fee (based on registered voters)                                   | 3,134 | 0.40         | 1,253.60   |
| Poll Workers   | 17    | 237.64706    | 4,040.00   |
| Polling Place Rent   | 2     | 250.00       | 500.00     |
| Equipment Delivery   | 2     | 217.75       | 435.50     |
| Precinct Registers   | 2     | 20.00        | 40.00      |
| Precinct Ballots   | 1,200 | 0.28         | 336.00     |
| Provisional Ballots  | 25    | 0.28         | 7.00       |
| Duplicate Ballots  | 10    | 0.38         | 3.80       |
| Test Ballots   | 50    | 0.38         | 19.00      |
| ExpressVote - ADA Voting Equipment Test Ballots  | 100   | 0.12         | 12.00      |
| Mail Ballot Kits (Initial Mailing - Nonprofit Bulk Postage Rate & Return Postage Included) | 192   | 1.58         | 303.36     |
| Mail Ballot Kits, Replacements   | 10    | 2.21         | 22.10      |
| 2026 Municipal Election Cost Estimate  |       | <b>Total</b> | \$6,972.36 |



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

Item 10A.

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 3/14/2025 | 68         |

**Prepared for:**  
 City of Madeira Beach  
 Attn: City Clerk  
 300 Municipal Drive  
 Madeira Beach, FL 33708

| Description   | Qty   | Rate | Total        |
|---|-------|------|--------------|
| Election Administration Fee (based on registered voters)                                      | 3,134 | 0.10 | 313.40       |
| 2026 Municipal Election Cost Estimate In-Conjunction with Countywide Election (1-Card Ballot) |       |      | <b>Total</b> |
|   |       |      | \$313.40     |

**Pinellas County Supervisor of Elections**  
**2026 Election Schedule**

Item 10A.

| Election Title & Municipalities with Scheduled Elections | Election Date & Qualifying Start/End Date                              |                 | Ballot Language Deadline | Voter Registration Deadline | Military/Overseas MB Mailing Deadline | Domestic MB Mailing Deadline |
|--|--|-----------------|--------------------------|-----------------------------|---------------------------------------|------------------------------|
|  | Qualifying Starts  | Qualifying Ends |                          | 29 Days Prior to ED         | 45 Days Prior to ED                   | 33 Days Prior to ED          |
| <b>Municipal Elections</b>                               | <b>March 10</b>  |                 | <b>December 10</b>       | <b>February 9</b>           | <b>January 24</b>                     | <b>February 5</b>            |
| <b>Belleair Bluffs</b>                                   | 11/10/25 (9a)  | 11/24/25 (4p)   | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>Belleair Shore</b>                                    | 12/2/25 (9a)   | 12/15/25 (4p)   | <b>CANCELLED</b>         |                             |                                       |                              |
| <b>Gulfport</b>  | 12/1/25 (8:30a)  | 12/8/25 (12p)   | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>Indian Rocks Beach</b>                                | 12/1/25 (12p)  | 12/8/25 (12p)   | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>Indian Shores</b>                                     | 12/5/25 (12p)  | 12/12/25 (12p)  | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>Kenneth City</b>                                      | 12/12/25 (8a)  | 12/19/25 (12p)  | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>Madeira Beach</b>                                     | 12/1/25 (12p)  | 12/12/25 (12p)  | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>N. Redington Beach</b>                                | 12/5/25 (8a)   | 12/19/25 (1p)   | <b>CANCELLED</b>         |                             |                                       |                              |
| <b>Pinellas Park</b>                                     | 10/20/25 (8a)  | 11/3/25 (1p)    | <b>CANCELLED</b>         |                             |                                       |                              |
| <b>Redington Beach</b>                                   | 12/5/25 (8a)   | 12/19/25 (1p)   | <b>CANCELLED</b>         |                             |                                       |                              |
| <b>Redington Shores</b>                                  | 12/5/25 (9a)   | 12/19/25 (12p)  | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>Safety Harbor</b>                                     | 12/1/25 (12p)  | 12/8/25 (12p)   | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>South Pasadena</b>                                    | 11/3/25 (12p)  | 11/17/25 (12p)  | <b>CANCELLED</b>         |                             |                                       |                              |
| <b>St. Pete Beach</b>                                    | 11/3/25 (12p)  | 11/14/25 (12p)  | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>Tarpon Springs</b>                                    | 10/27/25 (8a)  | 11/26/25 (5p)   | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>Treasure Island</b>                                   | 11/13/25 (8a)  | 12/1/25 (5p)    | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>Recall Election</b>                                   | <b>April 21</b>  |                 | <b>March 3</b>           | <b>March 23</b>             | <b>March 7</b>                        | <b>March 19</b>              |
| <b>Treasure Island</b>                                   | No Qualifying: Recall Election for Dist.3 Commissioner (Judge ordered) |                 | <b>CONFIRMED</b>         |                             |                                       |                              |
| <b>Primary Election</b>                                  | <b>August 18</b>   |                 | <b>June 12</b>           | <b>July 20</b>              | <b>July 4</b>                         | <b>July 16</b>               |
| <b>Clearwater (General)</b>                              | 5/4/26 (8a)  | 5/15/26 (5p)    |                          |                             |                                       |                              |
| <b>Oldsmar (Special)</b>                                 | 4/16/26 (8a)   | 5/16/26 (5p)    |                          |                             |                                       |                              |
| <b>St. Petersburg (Primary)</b>                          | 5/25/26 (12p)  | 5/29/26 (12p)   |                          |                             |                                       |                              |
| <b>General Election</b>                                  | <b>November 3</b>  |                 | <b>August 7</b>          | <b>October 5</b>            | <b>September 19</b>                   | <b>October 1</b>             |
| <b>Belleair Beach</b>                                    | TBD  | TBD             |                          |                             |                                       |                              |
| <b>Clearwater (Runoff)</b>                               | 5/4/26 (12p)   | 5/15/26 (12p)   |                          |                             |                                       |                              |
| <b>Dunedin</b>   | 7/13/26 (8a)   | 7/27/26 (12p)   |                          |                             |                                       |                              |
| <b>Largo</b>   | 7/16/28 (8a)   | 7/30/26 (5p)    |                          |                             |                                       |                              |
| <b>Redington Shores</b>                                  | 1 Potential Referendum Question  |                 |                          |                             |                                       |                              |
| <b>Seminole</b>  | 7/28/26 (9a)   | 8/10/26 (4p)    |                          |                             |                                       |                              |
| <b>St. Petersburg</b>                                    | 5/25/26 (12p)  | 5/29/26 (12p)   |                          |                             |                                       |                              |

*No regularly scheduled election in 2026 for Belleair and Oldsmar. However, Oldsmar may hold a Special Election for Council Member Seat 3 on August 18, 2026.*



**Memorandum**

**Meeting Details:** Board of Commissioners Meeting July 8, 2026, 6:00 p.m.  
**Prepared For:** Board of Commissioners  
**From:** Community Development Department  
**Subject:** 2nd Reading / Public Hearing for Ordinance 2026-06  
Vacation of Right-of-Way Request – Portion of Fisherman’s Alley

**Request:**

To vacate a portion of Fisherman’s Alley within the block located between 128th and 129th Avenues and between Village Boulevard and East End Lane. This vacation request is based on the Sketch and Legal Description dated December 2, 2025, prepared by GeoData Services and attached as Exhibit A to Ordinance 2026-06.

**Applicant/Property Owner:**

JPV Hotel Property, LLC/ JPV Hotel Property, LLC

**Property Address:**

125 129th Avenue East, Madeira Beach, Florida 33708

**Parcel ID Numbers abutting the portion of right of way to be vacated:**

15-31-15-58320-001-0020 15-31-15-58320-001-0040 15-31-15-58320-001-0050  
15-31-15-58320-001-0060 15-31-15-58320-001-0070 15-31-15-58320-001-0140  
15-31-15-58320-001-0160 15-31-15-58320-001-0170 15-31-15-58320-001-0190

**Legal Description of Lots abutting the area to be vacated:**

LOTS 2 THROUGH 7 AND LOTS 14 THROUGH 19, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**Legal Description of the area to be vacated:**

A PORTION OF FISHERMAN'S ALLEY, A 15 FOOT RIGHT-OF-WAY NOT NAMED ON THE PLAT, LYING IN BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY CORNER OF LOT 1, SAID BLOCK 1; THENCE SOUTH 45°01'26" WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF FISHERMAN'S ALLEY, A DISTANCE OF 239.95 FEET TO THE MOST WESTERLY CORNER OF LOT 7, SAID BLOCK 1; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 48°11'15" WEST, A DISTANCE OF 15.02 FEET TO THE MOST SOUTHERLY CORNER OF LOT 14, SAID BLOCK 1; THENCE NORTH 45°01'26" EAST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FISHERMAN'S ALLEY, A DISTANCE OF 240.79 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 44°58'34" EAST, A DISTANCE OF 15.00 FEET BACK TO THE POINT OF BEGINNING.  
CONTAINING 3,604 SQUARE FEET OR 0.083 ACRE, MORE OR LESS.

**Existing Zoning District:**

C-1, John’s Pass Village Activity Center

**Future Land Use Category:**

Activity Center

**Proposed Zoning District (under separate application):**

Planned Development (PD)

**Background:**

The applicant is proposing to vacate this portion of Fisherman’s Alley in order to consolidate the land for redevelopment. The alley was platted in 1914 in the Mitchell’s Beach John’s Pass Subdivision.

Other items associated with this vacation of right-of-way request include a rezoning of the abutting lots from C-1 John’s Pass Village Activity Center to Planned Development (PD) and the associated Development Agreement for the proposed hotel property.

The applicant has notified the listed utility companies and either received a letter of no objection, a request for relocation, a request for payment for relocation or is providing an easement to the respective utilities which would be in effect until all noted utilities are relocated or abandoned. In the case of the private easements to be provided, these are of a temporary nature and would then be vacated once the utilities are removed. See the application package attached for further details regarding each utility provider.

- Pinellas County Utilities has requested an easement over their facilities.
- TECO/Peoples Gas has no facilities within the area to be vacated.
- The City of Madeira Beach Public Works and Fire Departments have no objection to vacating this portion of the alley.
- Duke Energy Florida has no objections, yet the developer has proposed an easement over the vacated right-of-way. There are facilities within the portion of the alley proposed for vacation.
- Frontier Florida LLC has requested an easement over their facilities, while they are in the process of relocating.

- Charter Communications has facilities within the alley and has indicated that they would require payment for the relocation of these facilities. Charter then sent a revised request for an easement that protects their facilities.

**Relevant Regulations:**

**Madeira Beach Comprehensive Plan**

Objective 4.1.5: Ensure that new development and redevelopment occurs in accordance with the adopted 6.1a Madeira Beach Future Land Use Map.

Policy 4.1.5.3: Ensure the scale of proposed development is appropriate to the level of accessibility with more intensive development located in those areas with higher accessibility.

Policy 4.1.5.5: Promote pedestrian-oriented areas within concentrated development and activity areas.

Policy 4.1.5.7: Minimize existing and potential traffic hazards by coordinating land use and traffic circulation decisions.

Objective 4.1.9: Redevelopment that is designed and constructed as orderly, planned, mixed-use development featuring pedestrian friendly design and protection of the natural environment.

Policy 4.1.9.6: Recognize John's Pass Village for its unique opportunities for commerce, employment, housing, and tourism and encourage redevelopment and revitalization, and assist in maintaining the beach community theme.

Policy 4.1.9.9: Allow zero lot line, cluster, or other nontraditional lot layout or site design for redevelopment and revitalization of John's Pass Village.

**Forward Pinellas Countywide Plan**

**The Countywide Rules**

The plan category for the abutting property is Activity Center. An Activity Center is defined as a contiguous area designated with the Activity Center category on the Countywide Plan Map, which is governed by locally-adopted plan or code provisions that identify the area as a unified location, and which serves as an important, identifiable center of business, public, and residential activity that is the focal point of a community, designed to accommodate multiple modes of transportation including enhanced transit.

**The Countywide Plan Strategies**

Transportation Goal 6.0: Transit-Oriented Building and Site Design Transit-oriented urban design is needed to enhance the community identity of transit-oriented areas, and to make them attractive, safe, environmentally sustainable, and convenient places.

Strategy TR 6.5 Design surface parking in locations other than in front of buildings, with the exception of on-street parking in transit-oriented areas.

Strategy TR 6.7 Design parking structures include active uses on the ground floor street frontage in transit-oriented areas.

Strategy TR 6.9 Encourage unsightly elements associated with development, such as dumpsters, loading docks, service entrances, and outdoor storage, to be screened from pedestrian pathways and transit routes.

**Madeira Beach Land Development Regulations**

**Chapter 110 – Zoning Regulations**

**Division 5. – C-1, John’s Pass Village Activity Center**

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

The purpose and intent of the John's Pass Village Activity Center District is to encourage mixed-use, pedestrian-oriented development, promote context-sensitive forms, patterns, and intensities of development to preserve and enhance the unique features of the John's Pass Village area. John's Pass Village development standards are to encourage compatible design and enhance the built environment consistent with the vision, guiding principles, goals, objectives and policies set in the John's Pass Village Special Area Plan. The old Floridian fishing village aesthetic within the tourist centric area (Boardwalk, Traditional Village, and Commercial Core Character Districts) of the district should be maintained and at the forefront of all design. The C-1, John's Pass Village Activity Center Zoning District correlates with the Activity Center (AC) future land use category of the City of Madeira Beach Comprehensive Plan and Activity Center (AC) plan category in the countywide plan.

**Sec. 110-257. - Permitted uses and development standards.**

Permitted uses and development standards are established and set forth in Appendix D, John's Pass Village Zoning District Standards, of the Madeira Beach Code of Ordinances. All development pursuant to this Division 5 shall be governed by the zoning and development standards contained therein.

**Appendix D. - John's Pass Village Activity Center Development Standards**

**Section D-101. - Definition; Purpose and Intent.**

The John's Pass Village Activity Center Development Standards establishes the regulations and means to preserve and rebuild the existing character, uses, and density and intensity of John's Pass Village. The John's Pass Village Activity Center Development Standards are a comprehensive attempt to memorialize the character and function of this tourist, commercial, and cultural center, and to provide for future enhancement and revitalization.

**Section D-102. - Relation to the Comprehensive Plan, Zoning District, and Character Districts.**

The C-1 John's Pass Village Activity Center Zoning District correlates with the Activity Center future land use category of the City Madeira Beach Comprehensive Plan and Activity Center plan category in the Countywide Plan. The John's Pass Village Activity Center Zoning District has six Character Districts with specific regulations that reflect the uniqueness of each area.

**Section D-113. Design Standards and Guidelines.**

The following design standards and guidelines are only applicable to the Boardwalk, Commercial Core, and Traditional Village districts. Single family and duplex buildings are exempt from the following standards and guidelines. Standards are required while guidelines are recommended. If using the alternative temporary lodging use standards or rezoning to Planned Development with the future land use of Activity Center, the project shall conform to the entirety of Section D-113 including design standards and guidelines.

*Building Facades.* New and remodeled facades should conform to the general historical old Floridian fishing village architectural style of John's Pass Village. Decorative elements such as cornices, dormers and belt courses should be used to give scale and interest to the facades, to help

define the building elements (base, middle, and top), and to create three-dimensional richness to the facades.

*Facade rhythms.* The building facades should incorporate multiple rhythms or cadences (rather than a single repetitive rhythm) that is reflective of the pattern found in the area. This is accomplished with a rich variety of surface treatments such as architectural features, large storefront windows and door frames, projecting bay window displays, canopies above the door, awnings, etc. Individual storefront facades should be narrow and change often to add richness to the sidewalk, street, and neighborhood. The preferred width of the storefront is approximately 40 feet and should have a maximum width of 100 feet.

*Corner treatment.* In cases where buildings are on a corner special treatment is encouraged for the buildings at these locations. This includes such things as rounded or cut corners, articulated corner entrances, accented display windows, special corner roof features, etc.

1) Design Standards:

- a. Any new mechanical units, including heating, ventilation and air conditioning equipment (HVAC) and exhaust and supply fans, shall be located in a visually inconspicuous area of a building, such as shielded on the roof, and not visible or shielded from public right-of-way.
- b. Structured parking facades must blend into the built environment with a visual appearance from the public right-of-way as an occupied building.
- c. Electric, gas service, public utility meters, satellite antennas, and associated services that are visible from the public right-of-way shall be located in the most inconspicuous location on a building, if the services must be located in a prominent visual location, screening with an enclosure may be required or painted to match the predominant facade color.
- d. Window and door shutters must be appropriate for the size of window or door.
- e. Awnings shall be below 14 feet in height, not less than 8 feet above the sidewalk. Internally lit or plastic awnings are not permitted. All awnings must comply with city codes.
- f. All solid waste and recycling containers are required to be screened from the right-of-way and adjacent properties.
- g. No single structure may be wider than 120 feet, paralleling to the right-of-way without providing a visual appearance of multiple buildings in increments of 40 to 100 feet.

2) Design Guidelines:

- a. Materials guidelines:
  - i. Wood siding may have an unfinished or painted appearance.
  - ii. Synthetic siding should have a clapboard appearance.
  - iii. Brick and stone should remain unpainted.
  - iv. Stucco should cover over any exterior CMU construction.
  - v. Roofs that are not flat should be standing seam metal.
- b. Outdoor cafés are encouraged to create a more pedestrian friendly environment.
- c. Exterior lighting should enhance the old Floridian fishing village aesthetic such as caged and hooded metal light fixtures.
- d. Storefront designs should incorporate large storefront windows typical of a main street and blank walls and small windows are discouraged.
- e. Paint colors should enhance the old Floridian fishing village aesthetic, such as coastal colors and earthy tones.

- f. Gabled roofs with dormers are encouraged.

**Chapter 112 - Vacations of Rights-of-Way and Easements**

**Article II. - Procedures for the Vacation of Rights-of-Way or Easements**

**Division 1. – Generally**

**Sec. 112-31. - Application process for vacation.**

Requests for vacation of rights-of-way or easements shall be submitted to the city on an application form provided by the city, along with the required filing fee. The applicant shall provide notice, by certified mail/return receipt requested, to all owners of property abutting the right-of-way or easement to be vacated, notifying said abutting property owners that the applicant will be applying for the vacation of a right-of-way or easement and enclosing a copy of the application. The applicant shall provide documentation to the city that the applicant has complied with the notice requirements herein. If the applicant is the sole owner of all abutting property, such proof shall not be required. In the event the certified notice has been refused or not retrieved by an abutting property owner, the applicant shall provide documentation thereof and shall send the notice to the said property owner by U.S. Mail.

**Sec. 112-32. - Utility releases.**

The applicant shall include with the application for vacation utility releases from all affected telephone, electrical, gas, cable, water, sewer, reclaimed water, storm water utilities, etc.

**Sec. 112-33. - Governmental notification of requested vacation.**

The city will notify affected governmental agencies of the application for vacation and request recommendations. The various governmental agencies shall review the request for vacation and provide recommendations to the city. The various governmental agencies shall consider whether the right-of-way or easement is needed for existing or future public use. In the review of the application for a right-of-way, the city shall assess whether or not all or part of the right-of-way should be retained or converted to an easement. In reviewing the request for the vacation of an easement, the city shall assess whether or not all or part of the easement should be retained.

**Sec. 112-34. - Third party experts.**

The board of commissioners, city manager or his designee may determine that a third-party expert in the field of land planning, traffic engineering, engineering, real estate appraisal or other area of professional expertise is necessary to thoroughly review the application for vacation.

The applicant shall provide for reimbursement of all expenses incurred by the city, deemed necessary by the city manager or his/her designee, to review and process a vacation of right-of-way or easement request.

Expenses may include, but are not limited to any technical, engineering, planning, landscaping, surveying, legal or architectural services, and advertising.

Within 30 days of the date of receipt of any invoice for such services, the applicant shall reimburse the city for such costs. Failure by the applicant to make such reimbursement when due shall delay the recording of the vacation of right-of-way or easement in the public records until paid.

**Division 3. - Rights-of-Way**

**Sec. 112-91. - Staff review.**

The city staff shall prepare a staff report either recommending approval, approval with modification or denial of the vacation request.

**Sec. 112-92. - Notification for board of commissioners review.**

At least seven days prior to public hearing before the board of commissioners, the city staff shall provide notice by U.S. Mail to property owners within 150 feet of the application for vacation and the date, time and place of the hearing thereon. For purposes of this section notification shall be deemed complete upon mailing. The city shall also place an advertisement in a newspaper of general circulation in the city, which provides notice of the time and date of the public hearing and which identifies the case. Failure to notify all of the abutting property owners, as shown on the records of the Pinellas County Property Appraiser's Office shall not constitute grounds for re-advertising the public hearing or conducting additional public hearings, and shall not affect any action or proceeding on the application for vacation.

**Sec. 112-93. - Action by the board of commissioners.**

An ordinance shall be presented to the board of commissioners for their action to determine whether or not the request for vacation of right-of-way will be granted.

**Sec. 112-94. - Payment for required public improvements.**

When the rights-of way or easements are vacated, the applicant shall be required (unless the applicant is a duly organized governmental agency) as a condition to the vacation, to pay to each appropriate public agency and utility agency the cost of relocating its public facilities occasioned by the vacation.

**Sec. 112-95. - Privilege fee.**

(a) A privilege fee is hereby established, payable by any petitioner requesting the abandonment of the interest of any right-of-way under the jurisdiction and control of the board of commissioners. The privilege fee is to be used for the purpose of reimbursing the city's costs and expense incurred when acquiring real property for public use or making improvements to public rights-of-way.

(b) The privilege fee shall be determined and fixed by computing 100 percent of the total land value of the petitioned site.

(c) The total land value of the petition site, per square foot, shall be equal to the averaged square foot land value of the abutting property, as established by a current independent appraisal of the property, reflecting the then market value. This appraisal shall be conducted by an appraiser selected by the city and paid for by the applicant. This calculation shall be based upon the cumulative land value of the abutting properties (cumulative value), determining the average value of the properties on a square footage basis (square footage value), and multiplying the square footage value by the number of square feet of the petitioned site to ascertain the total land value of the petitioned site.

(d) Such privilege fee shall not apply to petitions submitted by the following:

- (1) The fee simple owner of the party subject to an easement;
- (2) The original gratuitous conveyor of all the public rights-of-way to be abandoned; or
- (3) When the petitioner is a duly organized governmental body.

(e) The privilege fee may not apply when the petitioner will convey necessary real property for rights-of-way designated on the city or county thoroughfare plan, which is equal to or more than the total square footage to be abandoned, as determined by the city manager or his designee.

**Discussion:**

The Community Development Department has reviewed the request to vacate a portion of Fisherman's Alley. After reviewing the request, city staff find the request compatible with city and county adopted policies and regulations in consideration of the following:

**Madiera Beach Comprehensive Plan**

The purpose and intent of the John's Pass Village Activity Center District is to encourage mixed-use, pedestrian-oriented development, promote context-sensitive forms, patterns, and intensities of development to preserve and enhance the unique features of the John's Pass Village area. John's Pass Village development standards are to encourage compatible design and enhance the built environment consistent with the vision, guiding principles, goals, objectives and policies set in the John's Pass Village Special Area Plan.

There is no future land use designation for the right-of-way Fisherman's Alley in this block. The abutting property has the Future Land Use Category of Activity Center. If the vacation is approved, the former right-of-way would be designated Activity Center.

Relevant Comprehensive Plan policies that would support the vacation of right-of-way include Objective 4.1.5 and Policies 4.1.5.3, 4.1.5.5 and 4.1.5.7 as well as objective 4.1.9 and associated Policies 4.1.9.6 and 4.1.9.9 as listed above.

**Forward Pinellas Countywide Plan**

Under the Countywide Rules the plan category for the abutting property is Activity Center. An Activity Center is defined in the Countywide Plan as a contiguous area designated with the Activity Center category on the Countywide Plan Map, which is governed by locally-adopted plan or code provisions that identify the area as a unified location, and which serves as an important, identifiable center of business, public, and residential activity that is the focal point of a community, designed to accommodate multiple modes of transportation including enhanced transit. If approved the former right-of-way would be designated as the Activity Center plan category and is supported by the Countywide Plan Strategies Transportation Goal Strategies of 6.0, 6.7 and 6.9.

**Madiera Beach Land Development Regulations - Zoning**

The city's zoning regulations as shown for the C-1 zoning district and the related Appendix D standards requires hiding parking garages behind the facades of buildings as shown in Section D-113 which includes design standards and guidelines for the tourist commercial areas in John's Pass Village Activity Center. The existing lots without the vacated alley are 100 feet in depth, creating a very constrained building envelope and limiting the ability for an efficient parking garage. Vacation of the alley would be consistent with the requirement that "structured parking facades must blend into the built environment with a visual appearance from the public right-of-way as an occupied building". Vacating the alley allows parking garage access to be internal to the site and to be hidden from all abutting streets by retail and restaurant spaces on the lower floors and hotel rooms on the upper floors of the proposed mixed use hotel development.

Maderia Beach Land Development Regulations - Vacation of Right-of-Way

The requirements for vacation of right-of-way in the Land Development Regulations deal with the process to vacate right-of-way, the requirements for protecting utilities within the right-of-way to be vacated, and the payment of a privilege fee. There are no specific conditions in the city code to evaluate when vacation of right-of-way is appropriate. The conditions of approval suggested in this memo and incorporated into the vacation ordinance would protect the utilities and ensure that the required fees are paid to the city.

The vacation of right-of-way would be compatible with the Madeira Beach Comprehensive Plan, Forward Pinellas Countywide Plan, and Madeira Beach Zoning and Vacation of Right-of-Way criteria.

**Fiscal Impact or Other:**

The applicant is required to pay a privilege fee for the land value of the vacated portion of the alley per Sec. 112-95 of the city’s Land Development Regulations. The privilege fee is to be used for the purpose of reimbursing the city's costs and expense incurred when acquiring real property for public use or making improvements to public rights-of-way.

The city will no longer have the responsibility of maintaining the alley right-of-way once vacated and will have funds to be used for acquiring real property for public use.

At the first reading of the Ordinance by the Board of Commissioners held on June 10, 2026 the commission determined that the Privilege Fee outlined in *Sec. 112-95* would be satisfied by the dedication of the public easement over the privately owned extension of Pelican Lane.

**Staff Recommendation(s):**

Based on the criteria listed above, staff recommends approval of the vacation of right-of-way with the following conditions:

1. Prior to recording of the vacation ordinance, copies of the executed easements provided to utility providers Pinellas County, Duke Energy Florida and Frontier Florida LLC shall be provided to the City, so that they may be recorded immediately following the recordation of the right-of-way vacation.
2. Prior to recording of the vacation ordinance, the City shall be provided with a letter of no objection from Charter Communications indicating that all required relocation costs have been paid or, in lieu of such payment, that an agreement acceptable to Charter has been executed to Charter’s satisfaction are submitted to the City.
3. Prior to recording of the vacation ordinance, reimburse the city for any costs as established in *Sec. 112-34* of the City’s Land Development Regulations.

**Suggested Motion:**

I, Commissioner \_\_\_\_\_ make a motion to **Approve with Conditions/ Deny** approval of Ordinance 2026-06, vacating a portion of Fisherman’s Alley.

**Attachments**

Ordinance 2026-06 with Sketch and Legal

Application  
Application Vacation Exhibit A  
Application Letters of no Objection  
Charter Communications Revised Request 6.4.26

**ORDINANCE 2026-06**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, VACATING THE PORTION OF FISHERMAN’S ALLEY ABUTTING LOTS 2 THROUGH 7 AND LOTS 14 THROUGH 19 OF BLOCK 1 OF MITCHELL’S BEACH JOHNS PASS THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

**WHEREAS**, the City of Madeira Beach, has received an application to vacate the portion of Fisherman’s Alley abutting Lots 2 through 7 and Lots 14 through 19 of Block 1 of Mitchell’s Beach Johns Pass, according to the map or plat thereof, as recorded in Plat Book 3, Page 54 of the Public records of Pinellas County, Florida in order to consolidate the land for redevelopment; and

**WHEREAS**, the Community Development Department has reviewed the request, finds that the request is compatible with city and county adopted policies and regulations and recommended approval of the vacation request subject to certain conditions as set forth below; and

**WHEREAS**, the Board of Commissioners for the City of Madeira Beach finds and determines that the vacation of such rights-of-way is consistent with the Charter of the City of Madeira Beach, the City of Madeira Beach Code of Ordinances and with the Comprehensive Plan of the City of Madeira Beach; and

**WHEREAS**, there is no public need for the portion of Fisherman’s Alley abutting Lots 2 through 7 and Lots 14 through 19 of Block 1 of Mitchell’s Beach Johns Pass, according to the map or plat thereof, as recorded in Plat Book 3, Page 54 of the Public records of Pinellas County, Florida as shown on Exhibit “A” attached hereto; and

**WHEREAS**, Duke Energy Florida, Frontier Florida LLC, TECO/Peoples Gas, Pinellas County Utilities, the City of Madeira Beach Public Works and Fire Departments have no objections to the vacation of said rights-of-way; and

**WHEREAS**, Charter Communications has facilities within Fisherman’s Alley and is requiring payment for the relocation of its facilities before it will consent to the vacation of said rights-of-way

**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 it is found there is no public need for those certain rights-of-way on the properties located at Fisherman’s Alley abutting Lots 2 through 7 and Lots 14 through 19 of Block 1, according to the map or plat thereof, as recorded in Plat Book 3, Page 54 of the Public records of Pinellas County, Florida, as shown on Exhibit “A” attached hereto, and said certain rights-of-way are hereby vacated subject to the following conditions:

- a. Prior to the recording of this ordinance, copies of the executed easements provided to utility providers Pinellas County, Duke Energy Florida and Frontier Florida shall be provided to the City so that they may recorded immediately following the recording of the Ordinance.
- b. Prior to the recording of this ordinance, the City is provided with a letter of no objection from Charter Communications indicating that the relocation costs of its utilities has been paid by the applicant.
- c. Prior to the recording of this ordinance, the applicant must reimburse the City for any costs incurred by the City as required by Sec. 112-34 of the City’s Land Development Regulations.

**Section 2.** That upon the completion of the conditions referenced in Section 1. above, the City Clerk is directed to record a certified copy of this Ordinance in the public records of Pinellas County, Florida, and send a certified copy thereof to the Property Appraiser of Pinellas County, Florida.

**Section 3.** This Ordinance shall become effective immediately upon its final passage and adoption.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

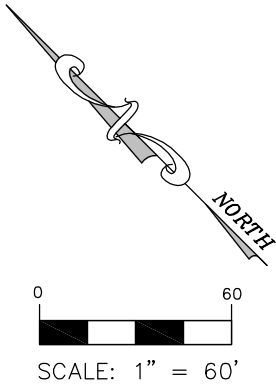
PASSED ON FIRST READING: \_\_\_\_\_

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

PASSED ON SECOND READING: \_\_\_\_\_

# SKETCH-OF-LEGAL

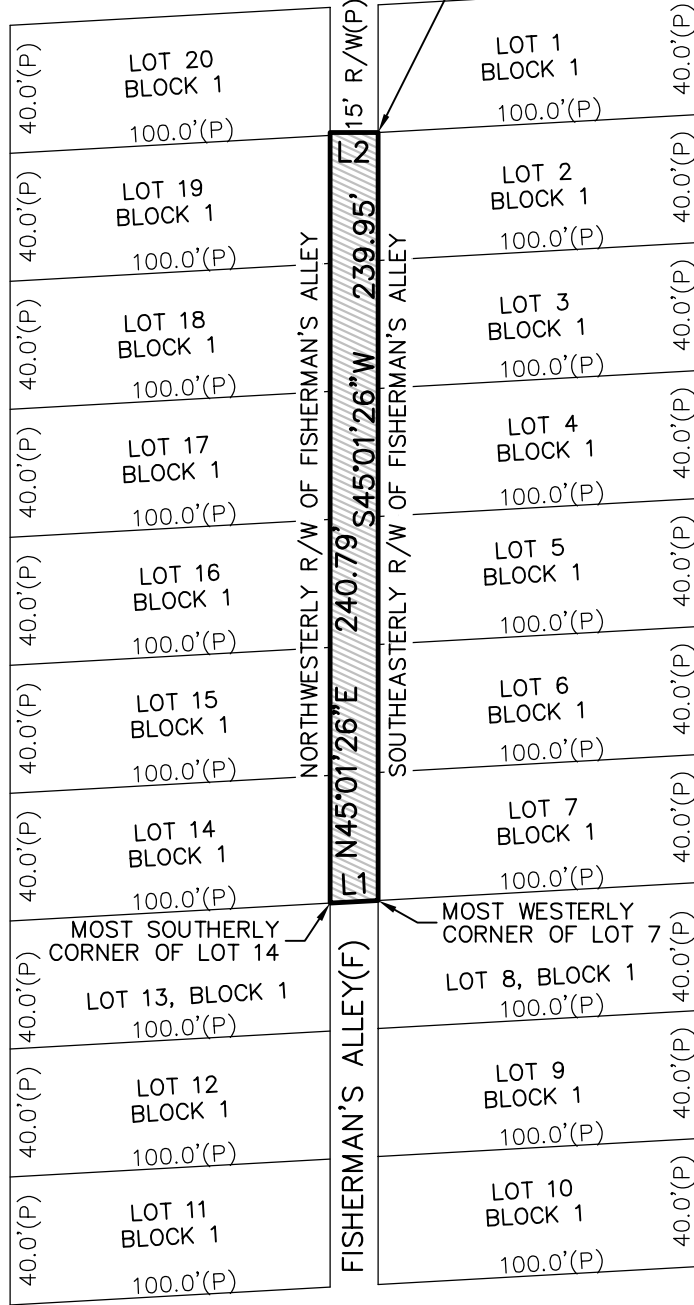
SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL Item 10B.



1ST STREET(P)  
129TH AVENUE(F)  
50' R/W(P)

LEE AVENUE(P)  
EAST END LANE(F)  
50' R/W(P)

POB  
MOST WESTERLY  
CORNER OF LOT 1



30' R/W(PA)  
BOARDWALK PLACE(PA) 128TH AVENUE(PA)  
GULF AVENUE(P)

VILLAGE BOULEVARD(F)  
UNNAMED(P)  
50' R/W(P)

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | N48°11'15"W | 15.02' |
| L2         | S44°58'34"E | 15.00' |

THIS IS NOT A BOUNDARY SURVEY

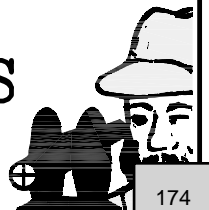
NAME AND ADDRESS OF THE PREPARER:

|                        |
|------------------------|
| DRAWN BY: HW           |
| CHECKED BY: D.J.E.     |
| DATE: DECEMBER 2, 2025 |
| SCALE: 1"=60'          |
| SHEET 1 of 2           |
| W.O. 6330              |

**ABBREVIATION LEGEND:**

|      |                               |
|------|-------------------------------|
| (F)  | = Field Data                  |
| (P)  | = Data per Plat               |
| (PA) | = Data per Property Appraiser |
| POB  | = Point of Beginning          |
| R/W  | = Right-of-Way                |
| ☉    | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763



# SKETCH—OF—LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL

Item 10B.

## LEGAL DESCRIPTION:

A PORTION OF FISHERMAN'S ALLEY, A 15 FOOT RIGHT-OF-WAY NOT NAMED ON THE PLAT, LYING IN BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY CORNER OF LOT 1, SAID BLOCK 1; THENCE SOUTH 45°01'26" WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF FISHERMAN'S ALLEY, A DISTANCE OF 239.95 FEET TO THE MOST WESTERLY CORNER OF LOT 7, SAID BLOCK 1; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 48°11'15" WEST, A DISTANCE OF 15.02 FEET TO THE MOST SOUTHERLY CORNER OF LOT 14, SAID BLOCK 1; THENCE NORTH 45°01'26" EAST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FISHERMAN'S ALLEY, A DISTANCE OF 240.79 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 44°58'34" EAST, A DISTANCE OF 15.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 3,604 SQUARE FEET OR 0.083 ACRE, MORE OR LESS.

## SURVEYOR'S NOTES:

BEARING BASIS: THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.

## SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

**Dennis J. Eyre**  
**PLS 2865**

Digitally signed by  
Dennis J. Eyre PLS 2865  
Date: 2025.12.02  
14:19:03 -05'00'

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865  
DATE: DECEMBER 2, 2025

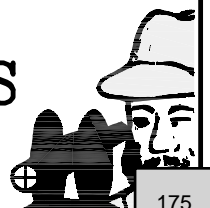
NAME AND ADDRESS OF THE PREPARER:

THIS IS NOT A BOUNDARY SURVEY

|                        |
|------------------------|
| DRAWN BY: HW           |
| CHECKED BY: D.J.E.     |
| DATE: DECEMBER 2, 2025 |
| <i>SHEET 2 of 2</i>    |
| W.O. 6330              |

|                             |                               |
|-----------------------------|-------------------------------|
| <b>ABBREVIATION LEGEND:</b> |                               |
| (F)                         | = Field Data                  |
| (P)                         | = Data per Plat               |
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| POB                         | = Point of Beginning          |
| R/W                         | = Right-of-Way                |
| ⊕                           | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763



LB 7466

175

# Business Impact Estimate

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Madeira Beach's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

## **ORDINANCE 2026-06**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, VACATING THE PORTION OF FISHERMAN'S ALLEY ABUTTING LOTS 2 THROUGH 7 AND LOTS 14 THROUGH 19 OF BLOCK 1 OF MITCHELL'S BEACH JOHNS PASS THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state 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. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

**The proposed ordinance would vacate a section of Fisherman’s Alley. The vacation of ROWs request would not negatively impact public health, safety, morals, and welfare.**

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 applicant is required to pay a privilege fee for the land value of the vacated portion of the alley per Sec. 112-95 of the city’s Land Development Regulations. The privilege fee is to be used for the purpose of reimbursing the city’s costs and expense incurred when acquiring real property for public use or making improvements to public rights-of-way.**

**The city will no longer have the responsibility of maintaining the alley right-of-way once vacated and will have funds to be used for acquiring real property for public use.**

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

**The vacation of ROWs is being requested by a property owner, and the vacation of ROWs would only be adjacent to the requesting property owner.**

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

*[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of Madeira Beach staff solicited comments from businesses in the City of Madeira Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on the City of Madeira Beach’s website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].*

**The request is to vacate a portion of Fisherman’s Alley within the block located between 128th and 129th Avenues and between Village Boulevard and East End Lane. This vacation request is based on the Sketch and Legal Description dated December 2, 2025, prepared by GeoData Services and attached as Exhibit A to Ordinance 2026-06.**



## Gulf Coast Consulting, Inc.

Land Development Consulting

Engineering • Planning • Transportation • Permitting

ICOT Center

13825 ICOT Boulevard, Suite 605

Clearwater, FL 33760

Phone: (727) 524-1818

Fax: (727) 524-6090



December 5, 2025

Andrew Morris, AICP  
City of Madeira Beach  
Community Development Department  
300 Municipal Drive  
Madeira Beach, FL 33708

**Subject: Right-of-Way Vacation**  
**Project Name: Johns Pass Village Resort**  
**Job Address: 125 129<sup>th</sup> Ave. E., Madeira Beach, FL 33708**  
**Project No.: 2025-3213-PDRZ**  
**County: Pinellas**

Dear Mr. Morris:

Enclosed are the following for this Right-of-Way Vacation Application:

1. **Vacation of Right-of-Way Application;**
2. **Check in the amount of \$1500 for the review fee;**
3. **Legal Description of Site;**
4. **Legal Description & Sketch of portion of Fisherman's Alley RW to be vacated;**
5. **Utility Letters of No Objection with Exhibits.**

Please call if you have any questions or need any additional information to facilitate your review and approval of this RW Vacation request.

Sincerely,

Sean P. Cashen, P.E.

Principal

Cc: Bill Karns, JPV Hotel Properties LLC,  
File 25-003



**CITY OF MADEIRA BEACH**  
COMMUNITY DEVELOPMENT DEPARTMENT  
300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708  
(727) 391-9951 EXT. 255 ♦ [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov)



## VACATION OF EASEMENT/VACATION OF RIGHT-OF-WAY APPLICATION

1. Applications must be completed in full and submitted to the Community Development Department with the filing fee (\$1,500.00).
2. The applicant shall provide notice, by certified mail/return receipt requested, to all owners of property abutting the right-of-way or easement to be vacated, notifying said abutting property owners that the applicant will be applying for the vacation of a right-of-way or easement and enclosing a copy of the application. The applicant shall submit proof (return receipt) with the application. If the applicant is the sole owner, such proof is not necessary. If the certified mail is refused or not retrieved by an abutting property owner, the applicant shall provide documentation of this and send the notice by regular mail. (see Sec. 112-31).
3. The applicant is required to present with application utility releases (sample included) from all affected telephone, electrical, gas, cable, water, sewer, reclaimed water, storm water utilities, etc.:

**Verizon**  
1280 Cleveland Street – FLCW5033  
Clearwater, FL 33755  
Phone: (727) 562-1193 or (727) 562-1194

**Madeira Beach Fire Department**  
Attn: Fire Chief  
300 Municipal Drive  
Madeira Beach, FL 33708  
Phone: (727) 391-9400

**TECO/People’s Gas**  
1909 9<sup>th</sup> Avenue North  
St. Petersburg, FL 33713  
Phone: (727) 826-3230

**Duke Energy**  
12600 Walsingham Road  
Largo, FL 33774  
Phone: (727) 588-7431

**Spectrum**  
700 Carillon Parkway  
Clearwater, FL 33757  
Phone: (727) 328-2847  
Construction Office: (727) 329-2817

**Pinellas County Utilities**  
14 South Fort Harrison  
St. Petersburg, FL 33716  
Phone: (727) 464-3588

**City of Madeira Beach Public Works**  
Attn: Megan Wepfer  
300 Municipal Drive  
Madeira Beach, FL 33708  
Phone: (727) 391-1611

**DISCLAIMER:** According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

In addition, the City may require utility releases from other agencies, which have jurisdiction over the property to be vacated.

4. The city will notify affected governmental agencies of the application for vacation and request recommendations. The various governmental agencies shall review the request for vacation and provide recommendations to the city. The various governmental agencies shall consider whether the right-of-way or easement is needed for existing or future public use. In the review of the application for a right-of-way, the city shall assess whether or not all or part of the right-of-way should be retained or converted to an easement. In reviewing the request for the vacation of an easement, the city shall assess whether or not all or part of the easement should be retained.
5. The Board of Commissioners, city manager or their designee may determine that a third-party expert in the field of land planning, traffic engineering, engineering, real estate appraisal or other area of professional expertise is necessary to thoroughly review the application for vacation. The applicant shall provide for reimbursement of all expenses incurred by the city, deemed necessary by the city manager or his/her designee, to review and process a vacation of right-of-way or easement request. Expenses may include, but are not limited to any technical, engineering, planning, landscaping, surveying, legal or architectural services, and advertising. Within 30 days of the date of receipt of any invoice for such services, the applicant shall reimburse the city for such costs. Failure by the applicant to make such reimbursement when due shall delay the recording of the vacation of right-of-way or easement in the public records until paid.
6. APPLICATIONS FOR VACATION OF EASEMENTS. Applications for the vacation of an easement require a public hearing before the Board of Commissioners. There will be a period of time necessary for staff to process the application, including legal notification and notice to abutting property owners. The City staff will place an advertisement in the newspaper of general circulation in the City and notify property owners within 150 feet by mail at least seven (7) days prior to the public hearing by the Board of Commissioners, with the advertisement and notice providing the case number, date, time, and place of the public hearing. A vacation resolution will be presented to Board of Commissioners along with a staff report.
7. APPLICATIONS FOR VACATION OF RIGHTS OF WAY. Applications for the vacation of rights-of-way require two public hearings before the Board of Commissioners. There will be a period of time necessary for staff to process the application, including legal notification and notice to property owners within 150 feet and abutting property owners. The City staff shall place an advertisement in a newspaper of general circulation in the City and notify all property owners within 150 feet by at least seven (7) days prior to the Board of Commissioners public hearing. The advertisement, notice to abutting property owners provides the case number, date, time, and place of the public hearing. The Board of Commissioners will determine whether or not the right-of-way should be entirely or partially vacated and whether any easement should be retained. A vacation ordinance will be presented to the Board of Commissioners along with a staff report.
8. The applicant and/or agent **MUST** be present at **ALL** public hearings before the Board of Commissioners.
9. Applications must be submitted to the Community Development Department, 300 Municipal Drive, Madeira Beach, FL 33708. Phone: (727) 391-9951, [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov)

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10. If the Board of Commissioners approves the vacation of right-of-way or easement the applicant shall be responsible for the cost of relocating the public facilities or be required to have a licensed contractor relocate the utilities.

## NOTICE TO THE PUBLIC

For all vacations of rights-of-way or easements, it should be noted that:

1. A vacation is an action by the City to generally abandon, disclaim, and discontinue any public interest or rights in the property vacated. The act of vacation does not necessarily confer ownership rights in the property vacated to the abutting property owners, but may do so. If you have any questions concerning the effect of a vacation upon your property, you should consult your attorney.
2. A vacation of right-of-way or easement may necessitate the retention of an easement for public utility purposes by the City over and across all or part of the property to be vacated.

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### MINIMUM REQUIREMENTS FOR APPLICATION

1. Complete the Application Form.
2. Application Fee (*cash, check, or money order, payable to the City of Madeira Beach*) of \$1,500.00  
**NONREFUNDABLE**
3. Certified Mail Return Receipts
4. Utility Releases

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Attached with this Vacation submittal are the following:

Completed Application Form

Application Fee in the amount of \$1500 payable to City of Madeira Beach

Utility Letters of No Objection as emailed on 12-5-25

Certified Mail Receipts to adjacent property owners is not needed since Applicant, JVP Hotel Property, LLC, is the sole owner of properties adjacent to RW proposed to be vacated.

**REQUEST AND PROPERTY INFORMATION**

Location of Property to be Vacated (attach a sketch of property to be vacated) :

Portion of Fisherman's Alley RW to be vacated lies northwest of

Parcels 15-31-15-58320-001-0020; 0040; 0050; 0060; 0070; See attached Legal Description & Sketch of RW to be vacated.

Reason for Vacation Request:

Portion of Fisherman's Alley RW is requested to be vacated to accommodate this redevelopment and specifically portion of the proposed Hotel Building and garage facility.

Property Size (Acreage of Square Feet): 1.688 acres

Current Use (Number and

Type of Building: Current use of site is parking lot for Johns Pass Village.

Project Parcels: 15-31-15-58320-001-0020; 0040; 0050; 0060; 0070; 0080; 0090; 0140; 0160; 0170; 0190; 0200; Parcel Number(s): 15-31-15-00000-410-1200

Legal Description Lot: 2 - 9 & 14 - 20 Block: 1 Subdivision: Mitchell's Beach

Or metes and bounds Description: See attached Legal Description of Site and legal description and sketch of RW proposed to be vacated.

**OWNER/APPLICANT INFORMATION**

|                        |  |        |                |
|------------------------|--|--------|----------------|
| Property Owner:        | JVP Hotel Property, LLC - William Karns            | Phone: | (727) 367-3000 |
| Address/City/Zip Code: | 101 150th Avenue, Madeira Beach, FL 33708          |        |                |
| Email:                 | wkarns@karnsenterprises.com                        |        |                |
| Authorized Agent:      | Gulf Coast Consulting, Inc. - Sean P. Cashen, P.E. | Phone: | 727-524-1818   |
| Address/City/Zip Code: | 13825 Icot Blvd., Suite 605, Clearwater, FL 33760  |        |                |
| Email:                 | scashen@gulfcoastconsultinginc.com                 |        |                |
| Other Representative:  |  | Phone: |                |
| Address/City/Zip Code: |  |        |                |
| Email:                 |  |        |                |

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**SAMPLE NOTICE TO UTILITY COMPANIES**

Date:

Utility Company  
Street Address  
City, State, Zip

Dear Sir or Madam:

This is to advise you that a petition is being submitted to the City of Madeira Beach for the Vacation of a(n) Right-of-way or Easement, the legal description for which is as follows:

(Legal Description)

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Please review and comment whether your company has any objection to this proposed vacation.

Please reply to:

Applicant's Name  
Street Address  
City, State, Zip

Sincerely,

(Signature of Applicant)

**DISCLAIMER:** According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

**SAMPLE NOTICE TO ABUTTING PROPERTY OWNERS**

Date:

Name of Abutting Property Owner  
Street Address  
City, State, Zip

Dear Property Owner:

This is to advise you that a petition is being submitted to the City of Madeira Beach for the Vacation of a(n) Right-of-way or Easement, the legal description for which is as follows:

(Legal Description)

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The City of Madeira Beach will notify you of the date and time of the Public Hearing that will be held by the Board of Commissioners on this petition for vacation.

You may wish to register your objection or support of the vacation by letter to the City, (Attn: Community Development Director) or by attending the Public Hearing.

Sincerely,

(Signature of Applicant)

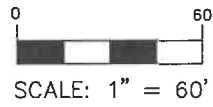
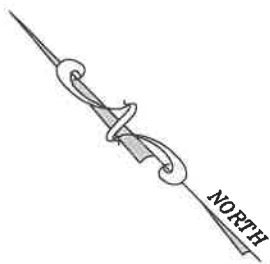
LEGAL DESCRIPTION

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20,  
BLOCK 1, MITCHELL'S BEACH, ACCORDING TO  
THE MAP OR PLAT THEREOF, AS RECORDED IN  
PLAT BOOK 3, PAGE 54, OF THE PUBLIC  
RECORDS OF PINELLAS COUNTY, FLORIDA.

# SKETCH-OF-LEGAL

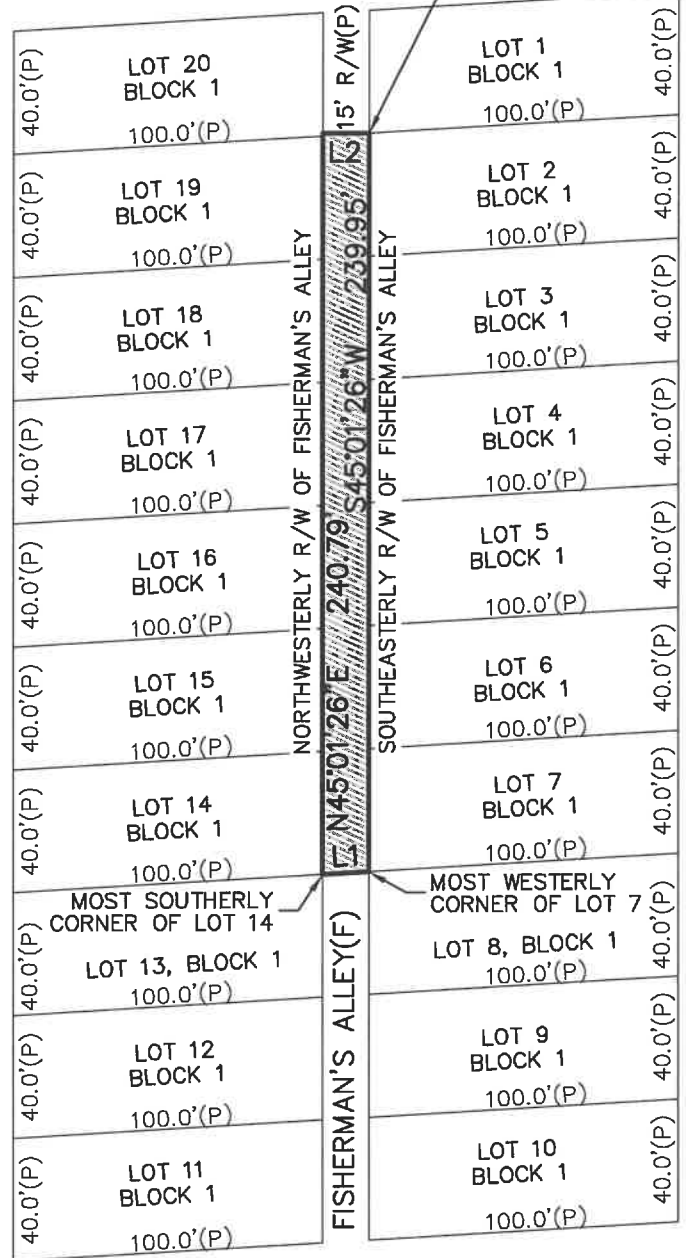
SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15  
PINELLAS COUNTY, FLORIDA

Item 10B.



1ST STREET(P)  
129TH AVENUE(F)  
50' R/W(P)

LEE AVENUE(P)  
EAST END LANE(F)  
50' R/W(P)



30' R/W(PA)  
BOARDWALK PLACE(PA) 128TH AVENUE(PA)  
GULF AVENUE(P)

50' R/W(P)  
VILLAGE BOULEVARD(F)  
UNNAMED(P)

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | N48°11'15"W | 15.02' |
| L2   | S44°58'34"E | 15.00' |

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

|                        |
|------------------------|
| DRAWN BY: HW           |
| CHECKED BY: D.J.E.     |
| DATE: DECEMBER 2, 2025 |
| SCALE: 1"=60'          |
| SHEET 1 of 2           |
| W.O. 6330              |

|      |                               |
|------|-------------------------------|
| (F)  | = Field Data                  |
| (P)  | = Data per Plat               |
| (PA) | = Data per Property Appraiser |
| POB  | = Point of Beginning          |
| R/W  | = Right-of-Way                |
| ⊕    | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763  
 LB 7466

# SKETCH-OF-LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15  
PINELLAS COUNTY, FLORIDA

Item 10B.

### LEGAL DESCRIPTION:

A PORTION OF FISHERMAN'S ALLEY, A 15 FOOT RIGHT-OF-WAY NOT NAMED ON THE PLAT, LYING IN BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY CORNER OF LOT 1, SAID BLOCK 1; THENCE SOUTH 45°01'26" WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF FISHERMAN'S ALLEY, A DISTANCE OF 239.95 FEET TO THE MOST WESTERLY CORNER OF LOT 7, SAID BLOCK 1; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 48°11'15" WEST, A DISTANCE OF 15.02 FEET TO THE MOST SOUTHERLY CORNER OF LOT 14, SAID BLOCK 1; THENCE NORTH 45°01'26" EAST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FISHERMAN'S ALLEY, A DISTANCE OF 240.79 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 44°58'34" EAST, A DISTANCE OF 15.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 3,604 SQUARE FEET OR 0.083 ACRE, MORE OR LESS.

### SURVEYOR'S NOTES:

BEARING BASIS: THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

Dennis J. Eyre  
PLS 2865

Digitally signed by  
Dennis J. Eyre PLS 2865  
Date: 2025.12.02  
14:19:03 -05'00'

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865  
DATE: DECEMBER 2, 2025

NAME AND ADDRESS OF THE PREPARER:

THIS IS NOT A BOUNDARY SURVEY

|                        |
|------------------------|
| DRAWN BY: HW           |
| CHECKED BY: D.J.E.     |
| DATE: DECEMBER 2, 2025 |
| SHEET 2 of 2           |
| W.O. 6330              |

|                      |                               |
|----------------------|-------------------------------|
| ABBREVIATION LEGEND: |                               |
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| ☉                    | = Centerline                  |

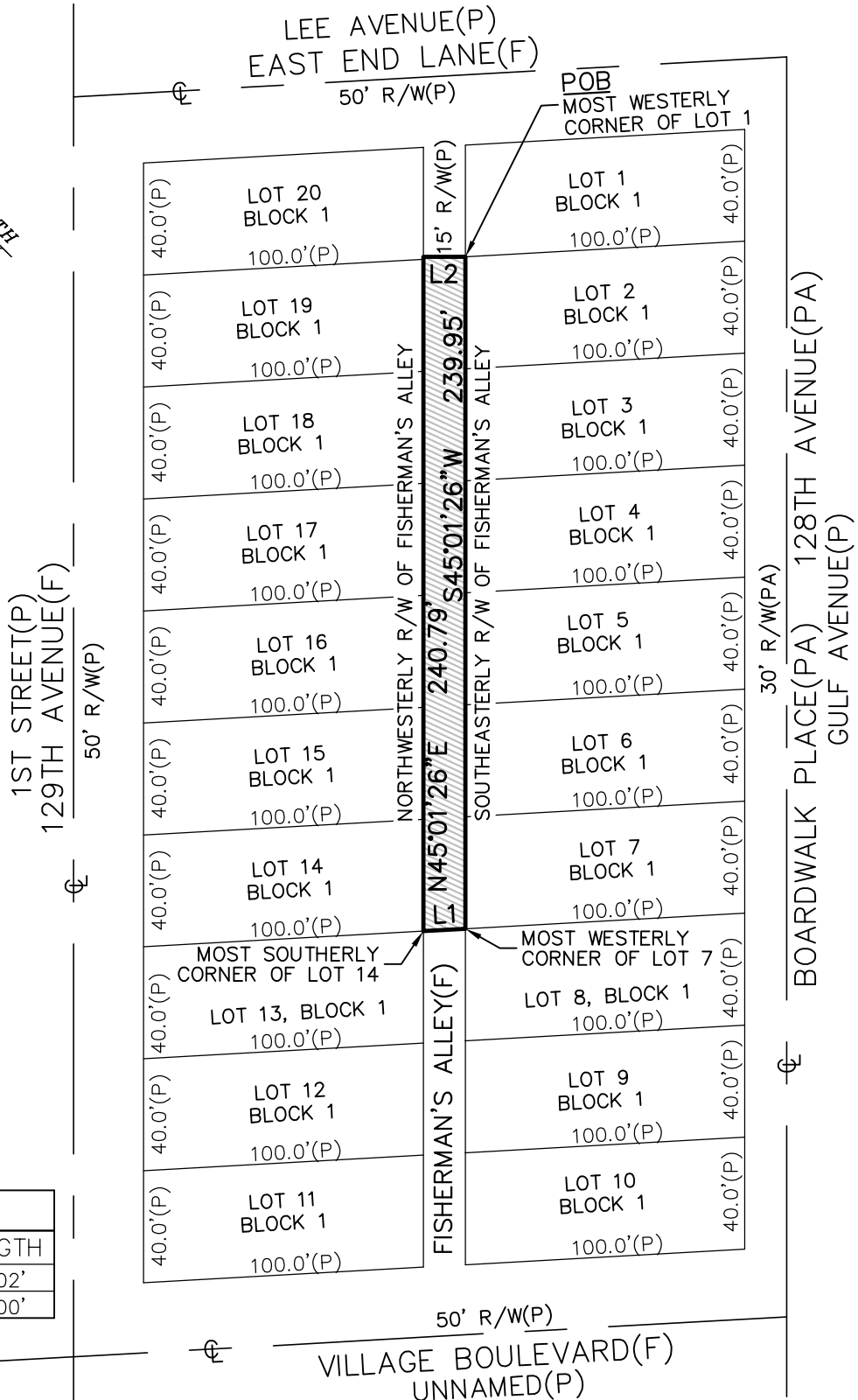
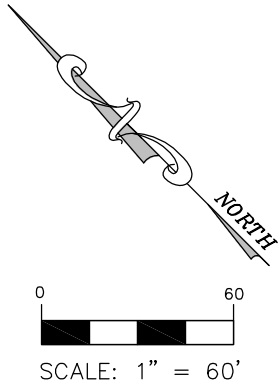
GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763



LB 7466

# SKETCH-OF-LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL Item 10B.



| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | N48°11'15"W | 15.02' |
| L2         | S44°58'34"E | 15.00' |

THIS IS NOT A BOUNDARY SURVEY

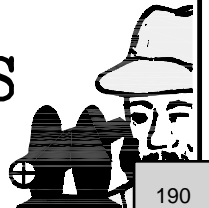
NAME AND ADDRESS OF THE PREPARER:

|                        |
|------------------------|
| DRAWN BY: HW           |
| CHECKED BY: D.J.E.     |
| DATE: DECEMBER 2, 2025 |
| SCALE: 1"=60'          |
| SHEET 1 of 2           |
| W.O. 6330              |

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GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763



# SKETCH—OF—LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL

Item 10B.

## LEGAL DESCRIPTION:

A PORTION OF FISHERMAN'S ALLEY, A 15 FOOT RIGHT-OF-WAY NOT NAMED ON THE PLAT, LYING IN BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

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## SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

**Dennis J. Eyre**  
**PLS 2865**

Digitally signed by  
Dennis J. Eyre PLS 2865  
Date: 2025.12.02  
14:19:03 -05'00'

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865  
DATE: DECEMBER 2, 2025

NAME AND ADDRESS OF THE PREPARER:

THIS IS NOT A BOUNDARY SURVEY

DRAWN BY: HW

CHECKED BY: D.J.E.

DATE: DECEMBER 2, 2025

SHEET 2 of 2

W.O. 6330

### ABBREVIATION LEGEND:

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GEODATA SYSTEMS INC. D/B/A

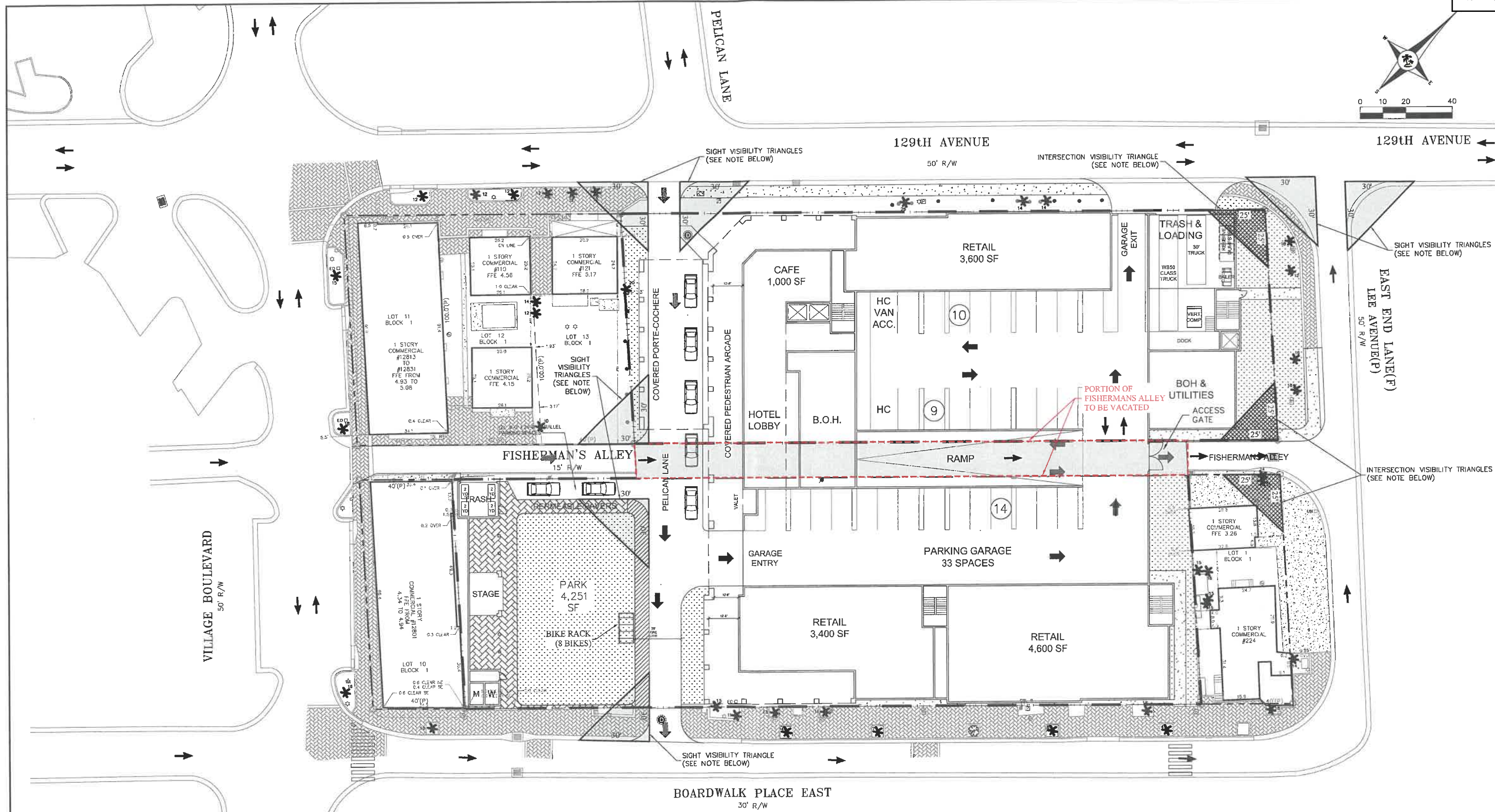
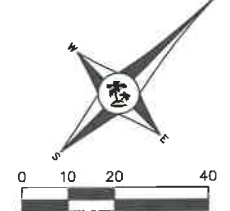
## GEODATA SERVICES

1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763

LB 7466



191



**INTERSECTION AND SIGHT VISIBILITY NOTE**  
NO OBSTRUCTIONS TO VISION (OTHER THAN TREE OR POST) EXCEEDING 36" IN HEIGHT ALLOWED WITHIN INTERSECTION VISIBILITY TRIANGLE PER SECTION 110-423 (A). AREA WITHIN SIGHT VISIBILITY TRIANGLE SHALL PROVIDE UNOBSTRUCTED VISIBILITY AT A LEVEL BETWEEN 36 INCHES AND TEN FEET PER SECTION 110-423 (B). TREES AND PLANT MATERIAL WITHIN BOTH VISIBILITY TRIANGLES TO BE MAINTAINED AND TRIMMED IN SUCH A MANNER THAT CROSS VISIBILITY IS NOT HINDERED IN ACCORDANCE WITH THESE CODE SECTIONS.

Prepared by: SPC  
Checked by: MKC  
Designed by: SPC  
Gulf Coast Consulting, Inc.  
Land Development Consulting  
ENGINEERING TRANSPORTATION PLANNING PERMITTING  
13825 ICOOT BLVD., SUITE 605  
Clearwater, Florida 33765  
Phone: (727) 524-1818 Fax: (727) 524-6096  
WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
101 150th AVENUE  
MADEIRA BEACH, FL 33708  
PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
**RW Vacation Exhibit A**

| NO. | DATE     | REVISION                  |
|-----|----------|---------------------------|
| 2   | 12/04/25 | REVISED PER CITY COMMENTS |
| 1   | 10/20/25 | ADDED SHEET               |

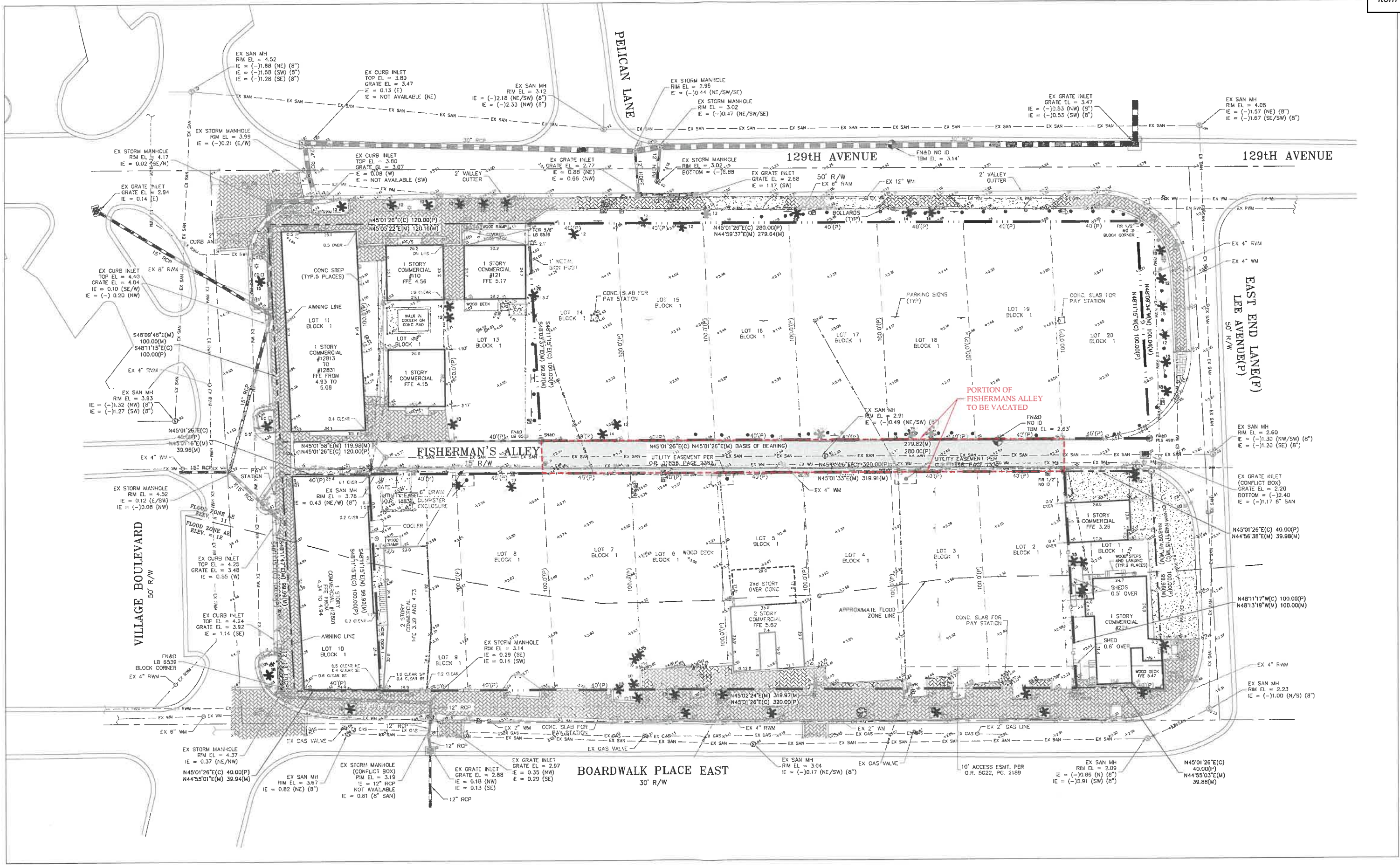
SEAN P. CASHEN  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
LICENSE NO. 42505  
THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY  
SEAN P. CASHEN,  
ON THE DATE INDICATED HERE.  
PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES.

SEAN P. CASHEN, P.E. #42505  
NOT VALID UNLESS SIGNED & ENCLOSED  
BY A REGISTERED ENGINEER  
GULF COAST CONSULTING, INC.  
CERTIFICATE OF AUTHORIZATION No. 9774

DATE: 03/20/25

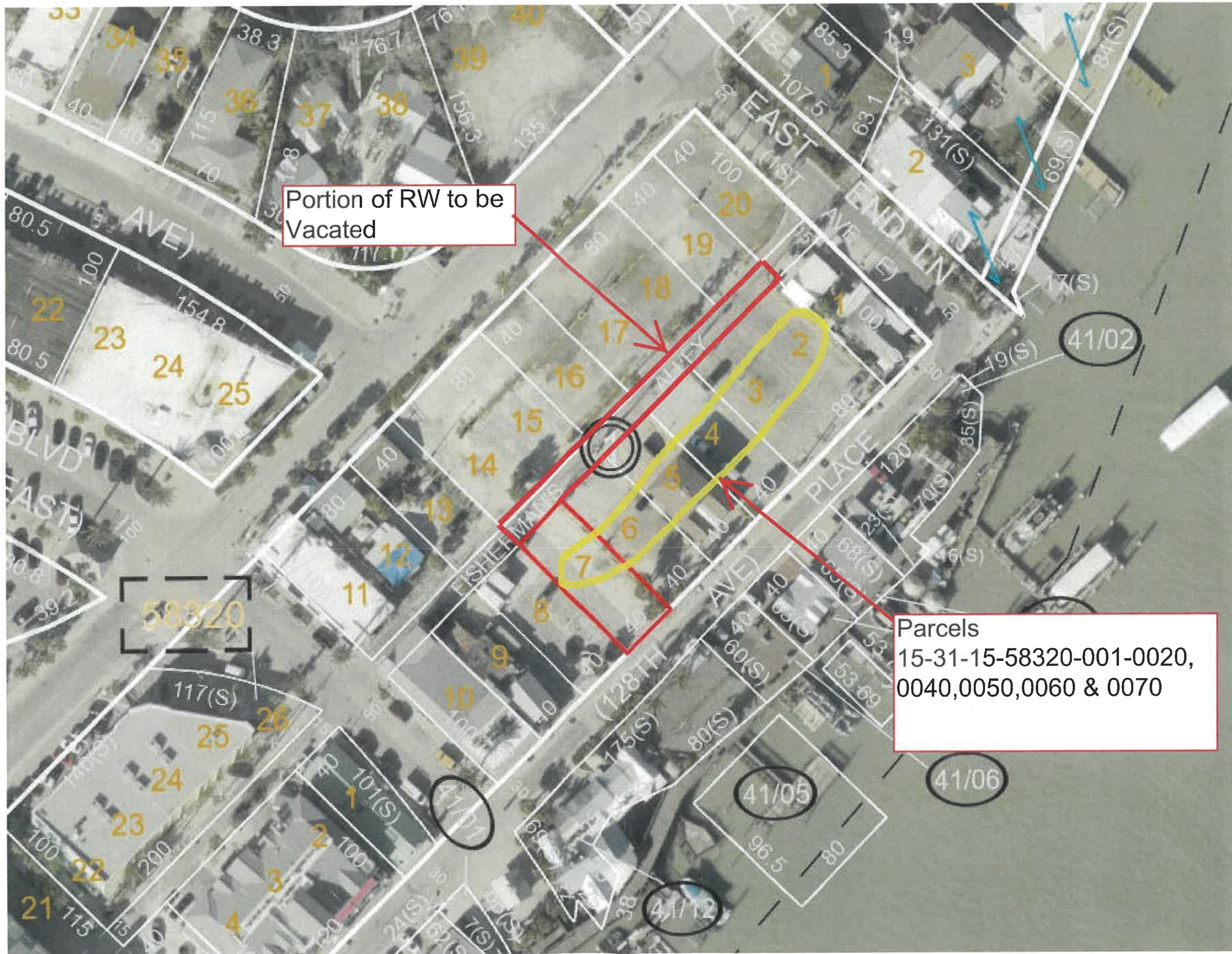
PROJECT NO: 25-003

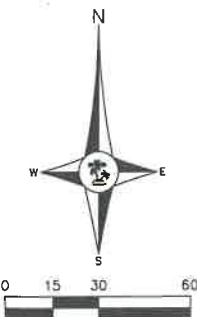
OFF: EX



SURVEY WITH VACATE EXHIBIT

SCALE: 1"=20'





|          |     |
|----------|-----|
| REVISED  | SPC |
| DESIGNED | MKC |
| CHECKED  | SPC |
| DRAWN    |     |
| DATE     |     |

Gulf Coast Consulting, Inc.  
Land Development Consulting  
ENGINEERING TRANSPORTATION PLANNING PERMITTING  
13825 ICOT BLVD., SUITE 605  
Clearwater, Florida 33766  
Phone: (727) 524-1818 Fax: (727) 524-6099  
WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
101 150th AVENUE  
MADEIRA BEACH, FL 33708  
PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
AERIAL WITH VACATE EXHIBIT

| NO. | DATE | REVISION | APPROVED BY |
|-----|------|----------|-------------|
|     |      |          |             |
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|     |      |          |             |

SEAN P. CASHEN  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
LICENSE NO. 42500  
  
THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY  
SEAN P. CASHEN  
ON THE DATE INDICATED HERE  
  
PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED UNLESS SIGNED AND  
SEALED BY THE SIGNATURE MUST BE  
MAILED ON ANY ELECTRONIC COPIES.

THESE PLANS MAY NOT BE COPIED OR  
MODIFIED WITHOUT WRITTEN PERMISSION  
FROM GULF COAST CONSULTING, INC.  
  
SEAN P. CASHEN, P.E. #12905  
NOT VALID UNLESS SIGNED & DATED  
BY A REGISTERED ENGINEER  
GULF COAST CONSULTING, INC.  
CERTIFICATE OF AUTHORIZATION NO. 974

|         |          |
|---------|----------|
| REVISED | 25-003   |
| DATE    | 03/20/25 |

VC

April 06, 2026

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

**Re: Letter of No Objection – Utility Owner**

Address: Fisherman's Alley, Madeira Beach

Owners: City of Madeira Beach

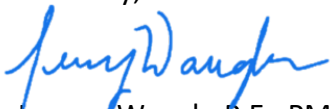
Pinellas County Utilities (PCU) owns and maintains public utilities within the ROW corridor beings considered for vacation. PCU requires that the public utilities remain active and able to provide service to all adjoining properties within the ROW (or potential future vacated portions within). Protection of the utilities and their continued operation is of importance to PCU.

PCU has No Objection to the vacation of the designated ROW provided the conditions below are met prior to vacation:

1. The public utilities remain in operation at all times in the future. Including neighboring properties serviced by the public utility.
2. An easement, in the form attached to this letter, is provided for all PCU utilities for every fee simple parcel in which a portion of the utility is located.
3. The easement(s) are recorded directly subsequent to the ROW vacation, such that there is no lapse in continuous operation, access, function of the utility or PCU's ability to maintain it.

If there are any questions regarding this letter or the conditions described, I will be welcome to discuss.

Sincerely,



Jeremy Waugh, P.E., PMP  
Director – Utilities Department  
Pinellas County  
727-433-5396

14 South Fort Harrison Avenue  
Clearwater, FL 33756  
Phone (727) 464-4000  
Fax (727) 464-3717  
V/TDD (727) 464-4062  
Pinellas.

January 21, 2026

Attention: Sean Cashen  
Gulf Coast Consulting, Inc.  
13825 Icot Boulevard, Suite 605  
Clearwater, Florida 33760

Site Address: 125 129th Avenue East, Madeira Beach, Florida 33708

Re: Letter of No Objection for the proposed vacation of a portion of Fisherman's Alley located between lots 2 through 7 and 14 through 19, Block 1, as shown on the plat of Mitchell's Beach Johns Pass (Plat Book3, page 54), Pinellas County, Florida.

We have received your request for a letter of no objection request for the proposed vacation of a portion of Fisherman's Alley located between lots 2 through 7 and 14 through 19, Block 1, as shown on the plat of Mitchell's Beach Johns Pass (Plat Book3, page 54), Public Records of Pinellas County, Florida, as depicted in the attached exhibit.

Pinellas County Utilities does have facilities in the right-of-way, therefore will only provide a no objection to the proposed vacation with the following conditions:

1. The PVT will only be vacated by PCU if the proposed project is completed and all PCU public mains within the petitioned area are relocated.
2. If the proposed project is not constructed the petitioned property reverts back to PCU for maintenance of placed infrastructure.

If you have any questions, or if we may be of further assistance, please feel free to contact me at (727) 464-5240.

Sincerely,



**Briana Dachniewicz**  
Development Project Manager I  
Petition to Vacate Coordinator  
Pinellas County Building & Development Review Services



December 17, 2025

To: Sean P. Cashen, P.E.  
Engineering Transportation Planning Permitting  
13825 Icot Boulevard, Suite 605  
Clearwater, Florida 33760  
Phone: (727) 524-1818  
Fax: (727) 524-6090  
Mobile: (727) 432-0365

Re: Vacate Of Easement  
Address: 125 129th Ave E, Madeira Beach, FL, 33708

To Whom It May Concern,

Thank you for contacting Peoples Gas System, Inc. ("PGS") regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.

If you have further questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Briana Velez".

Briana Velez  
Peoples Gas Systems- Engineering  
8416 Palm River Rd, Tampa Fl 33619  
Office: (813)275-3700 ext:53700  
Cell: (813)460-2040



**CITY OF MADEIRA BEACH**

**From: Community Development, Public Works & Fire Department (Sta 25)**  
Municipal Drive, Madeira Beach, Florida 33708

**Date:** February 26, 2026

**Subject:** Response to Vacation Request – A portion of Fisherman’s Alley located between 128<sup>th</sup> and 129th Avenues between Village Boulevard and East End Lane, based on the Sketch and Legal Description submitted to the city and dated December 2, 2025, prepared by GeoData Services (attached).

**Community Development Department Response**

The Community Development Department has reviewed the request to vacate a portion of Fisherman’s Alley. After reviewing the request, city staff find the request compatible with city adopted policies and regulations in consideration of the following:

**1. Madeira Beach Comprehensive Plan**

- a. There is no future land use designation for the right-of-way Fisherman’s Alley in this block. The abutting property has the Future Land Use Category of Activity Center. If the vacation is approved, the former right-of-way would be designated Activity Center.

Objective 4.1.5: Ensure that new development and redevelopment occurs in accordance with the adopted 6.1a Madeira Beach Future Land Use Map.

Policy 4.1.5.3: Ensure the scale of proposed development is appropriate to the level of accessibility with more intensive development located in those areas with higher accessibility.

Policy 4.1.5.5: Promote pedestrian-oriented areas within concentrated development and activity areas.

Policy 4.1.5.7: Minimize existing and potential traffic hazards by coordinating land use and traffic circulation decisions.

Objective 4.1.9: Redevelopment that is designed and constructed as orderly, planned, mixed-use development featuring pedestrian friendly design and protection of the natural environment.

Policy 4.1.9.6: Recognize John's Pass Village for its unique opportunities for commerce, employment, housing, and tourism and encourage

redevelopment and revitalization, and assist in maintaining the beach community theme.

Policy 4.1.9.9: Allow zero lot line, cluster, or other nontraditional lot layout or site design for redevelopment and revitalization of John's Pass Village.

**2. Forward Pinellas Countywide Plan**

a. The Countywide Rules

The plan category for the abutting property is Activity Center. An Activity Center is defined as a contiguous area designated with the Activity Center category on the Countywide Plan Map, which is governed by locally-adopted plan or code provisions that identify the area as a unified location, and which serves as an important, identifiable center of business, public, and residential activity that is the focal point of a community, designed to accommodate multiple modes of transportation including enhanced transit. If approved the former right-of-way would be designated as the Activity Center plan category.

**7.3.8.2 Interpretation.** Where uncertainty exists as to the boundaries of land use categories as shown on the Countywide Plan Map, the following rules shall apply:

**7.3.8.2.1** Boundaries indicated as approximately following dedicated streets, highways, alleys, or rights-of-way shall be construed as following the lot or parcel lines of the property adjacent to such right-of-way. In case of a street vacation, the boundary shall be construed as moving with the ownership.

**7.3.8.2.2** Boundaries indicated as approximately following lot lines, public property lines, and the like shall be construed as following such lines. In the event of street vacation, interpretation shall be as provided in Sec. 7.3.8.2.1.

b. The Countywide Plan Strategies

Transportation Goal 6.0: Transit-Oriented Building and Site Design Transit-oriented urban design is needed to enhance the community identity of transit-oriented areas, and to make them attractive, safe, environmentally sustainable, and convenient places.

TR 6.7 Design parking structures include active uses on the ground floor street frontage in transit-oriented areas.

TR 6.9 Encourage unsightly elements associated with development, such as dumpsters, loading docks, service entrances, and outdoor storage, to be screened from pedestrian pathways and transit routes.

**3. Madeira Beach Zoning**

- a. The Activity Center plan category is compatible C-1, John’s Pass Village Activity Center Zoning District
- b. The purpose and intent of the John's Pass Village Activity Center District is to encourage mixed-use, pedestrian-oriented development, promote context-sensitive forms, patterns, and intensities of development to preserve and enhance the unique features of the John's Pass Village area. John's Pass Village development standards

are to encourage compatible design and enhance the built environment consistent with the vision, guiding principles, goals, objectives, and policies set in the John's Pass Village Special Area Plan. The old Floridian fishing village aesthetic within the tourist centric area (Boardwalk, Traditional Village, and Commercial Core Character Districts) of the district should be maintained and at the forefront of all design.

The vacation of right-of-way would be compatible with the Madeira Beach Comprehensive Plan, Forward Pinellas Countywide Plan, and Madeira Beach Zoning. Community development has no objection to vacation of this portion of right-of-way.

  
\_\_\_\_\_  
Marci L. Forbes, PE, CFM  
Community Development Director  
City of Madeira Beach

**Public Works Department Response**

The Public Works Department has reviewed the request to vacate a portion of Fisherman’s Alley. After reviewing the request, staff supports the vacation of right-of-way in consideration of the following:

- 1. Facilities
  - a. The city has no facilities within the portion of the right-of-way to be vacated.
  - b. The city needs to have continuing access to maintain the stormwater system located adjacent to lots 1 and 20 of Block 1, which is beyond the extents of the right of way proposed for vacation.

Public works has no objection to vacation of this portion of right-of-way.

  
\_\_\_\_\_  
Megan Wepfer  
Public Works Director  
City of Madeira Beach

**Fire Department Response**

The Madeira Beach Fire Department has reviewed the request to vacate a portion of Fisherman’s Alley. After reviewing the request, we can support the vacation of right-of-way request in consideration of the following:

1. Future Emergency Response Capability – Eliminating this portion of right-of-way will not affect the city’s ability to provide fire services as access remains on four sides of this block.

The Madeira Beach Fire Department has no objection to vacation of this portion of right-of-way.



---

Clint Belk, B.S., CFO  
Fire Chief  
Madeira Beach Fire Department



2166 Palmetto Street  
Clearwater, FL 33765  
Mail Code: CWBAYG  
Office-727-893-9262

Email: [Jonathan.Kasper@Duke-Energy.com](mailto:Jonathan.Kasper@Duke-Energy.com)

March 16, 2026

JPV HOTEL PROPERTY LLC  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

**RE: *Approval of a 15' Alley Right of Way Vacation***  
***Referencing Parcel ID: 15-31-15-58320-001-0020 +***  
***Owner: JPV HOTEL PROPERTY LLC***  
***Referencing Address: 210 BOARDWALK PL E., MADEIRA BEACH, FL 33708***  
***Legal: MITCHELL'S BEACH REVISED BLK 1, BETWEEN LOTS 2-7 & 14-19***

To whom this may concern,

Please be advised that Duke Energy Florida, LLC., *Distribution Department* and *Transmission Department* has “**NO OBJECTIONS**” to the vacation of the portion of a 15’ wide Alley Right of Way lying within Block 1 of MITCHELL’S BEACH REVISED PLAT (PB 3/54), further shown on accompanying Exhibit.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

***Jonathan Kasper***

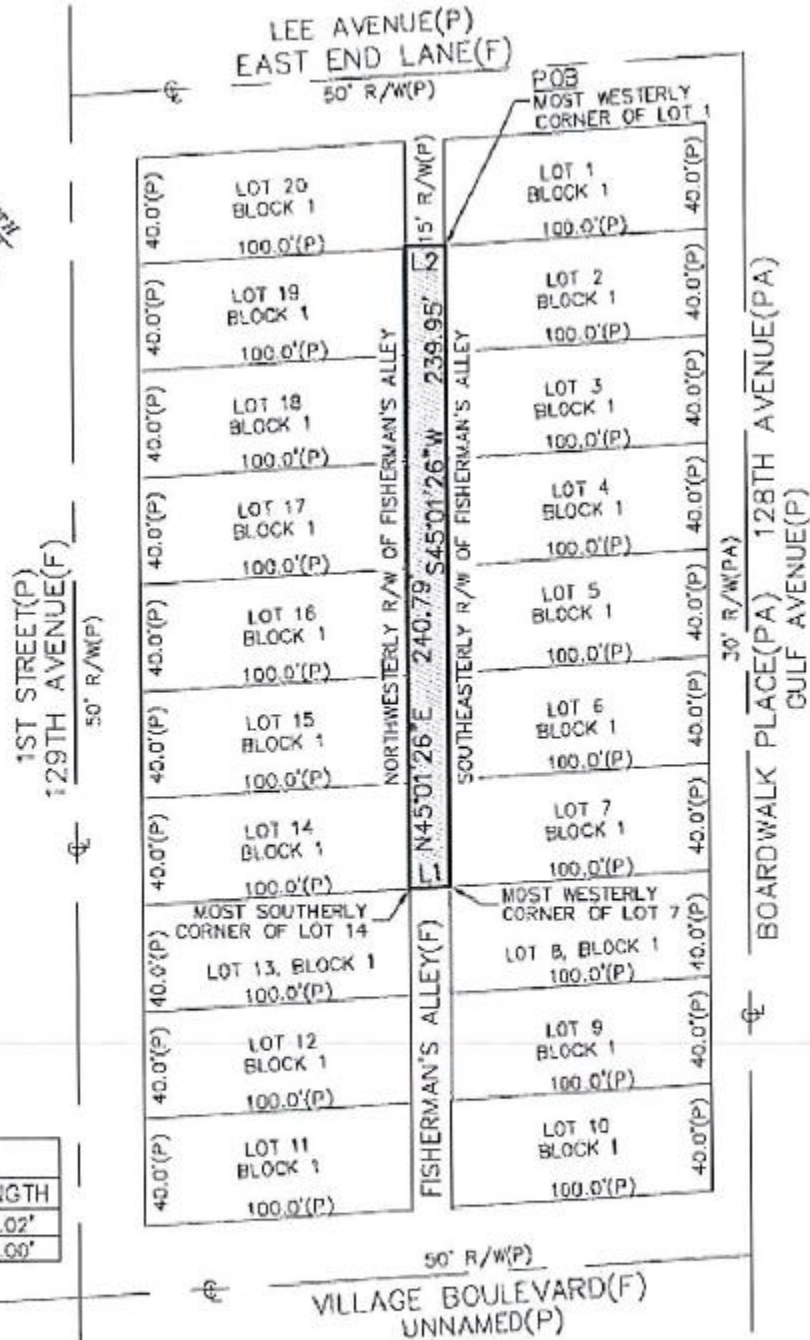
Jonathan Kasper  
Sr. Real Estate Representative  
Duke Energy Florida

SKETCH-OF-LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA



SCALE: 1" = 60'



| LINE TABLE |              |        |
|------------|--------------|--------|
| LINE       | BEARING      | LENGTH |
| L1         | N48°11'15\"W | 15.02' |
| L2         | S44°58'34\"E | 15.00' |

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW  
 CHECKED BY: D.J.E.  
 DATE: DECEMBER 2, 2025  
 SCALE: 1"=60'  
 SHEET 1 of 2  
 W.O. 6330

ABBREVIATION LEGEND:  
 (F) = Field Data  
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GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**

1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763

LB 7486





FRONTIER

2185 Range Rd  
Clearwater, FL 33765  
(941) 266-9218  
[stephen.waidley@ftr.com](mailto:stephen.waidley@ftr.com)

4/3/2026

Attn: Sean P. Cashen, P.E.  
Principal  
Gulf Coast Consulting, Inc.  
13825 ICOT Blvd, Suite 605  
Clearwater, FL 33760

RE: Vacation of a Portion of Right-of-Way – Fisherman's Alley ROW, Madeira Beach, FL

Dear Mr. Cashen,

Frontier has no objection to the above referenced request as per the attachment.

Frontier does have facilities within the proposed vacate area, but a recordable non-exclusive Easement in favor of Frontier was provided for Frontier facilities to remain in the proposed vacated ROW, while Frontier works to relocate the existing facilities.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

*Stephen Waidley*

Stephen Waidley  
Frontier Florida LLC  
Regional Rights of Way & Municipal Affairs Manager



Date: 12/27/25

Re: **John Pass Village Resort RW Vacation Letter of No Objection Request**

\_\_\_\_\_ Charter Communications has no objections provided easements for our facilities are Retained / granted

XXX Charter Communications has facilities that would need to be relocated and the applicant would be responsible for this expense. Payment in full would be required to proceed with vacation of the easement.

\_\_\_\_\_ In order to properly evaluate this request, Charter Communications will need detailed plans of facilities proposed for subject areas.

\_\_\_\_\_ Charter Communications has facilities within this area, which may conflict with subject project please call 811 to have locating. **SEE NOTES**

\_\_\_\_\_ Charter Communications requires 30 days written notice prior to construction start date to relocate their facilities.

**NOTES:** Spectrum has aerial facilities on the pole in the alley which would require relocating

Sincerely,

Derrick Snyder

Construction Supervisor  
Charter Communications  
Pinellas County  
Phone Number 727-329-2041



December 5, 2025

City of Madeira Beach Fire Department  
 Attn: Fire Chief  
 300 Municipal Drive  
 Madeira Beach, FL 33708

**Re: Johns Pass Village Resort**  
**Site Address: 125 129<sup>th</sup> Avenue East, Madeira Beach, Florida 33708**  
**Portion of RW Vacation adjacent to 204,206,210 and 214 Boardwalk Place East**  
**RW Vacate area adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070**  
**Petition to Vacate Right-of-Way of portion of Fisherman's Alley**  
**STR: 15-31-15**

Dear Ms. Wepner,

On behalf of the owner and as required by the City of Madeira Beach, we are requesting a **Letter of No Objection** for the Right-of-Way (R/W) Vacation of a portion of the Fisherman's Alley R/W located within the project boundary as shown in the attached **Site Plan Exhibit A** and the **Legal Description and Sketch**. This project is a proposed 87-unit Hotel with Retail space and this section of Fisherman's Alley will need to be vacated to accommodate this development. We will work with the City of Madeira Beach and all other utility companies to relocate any existing facilities within this vacated RW as part of this proposed redevelopment.

The attached **Aerial** details the site boundary with existing streets and the portion of this RW we request to be vacated. The site is located within Johns Pass Village just northeast of Gulf Blvd and southeast of 129<sup>th</sup> Avenue. This section of Fisherman's Alley is currently used as an access road for the parking areas located to either side---to the east and west---of this road.

The attached **Site Plan Exhibit A** details the R/W proposed to be vacated. The **Property Appraiser Map** details the RW to be vacated to the northwest of and adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070.

As required by City of Madeira Beach, we are requesting that you review this R/W Vacation and please provide a Letter of No Objection to this Right-of-Way vacation of this portion of Fisherman's Alley.

The following items have been provided for your review:

- **Vicinity Map.**
- **Aerial depicting RW proposed to be vacated;**
- **Survey detailing RW proposed to be Vacated**
- **Site Plan Exhibit A detailing RW proposed to be Vacated**
- **Property Appraiser Map detailing RW proposed to be Vacated**
- **Legal Description & Sketch of RW proposed to be Vacated**

Please provide us with a Letter of No Objection by December 19, 2025, and email to me at [scashen@gulfcoastconsultinginc.com](mailto:scashen@gulfcoastconsultinginc.com).

Sincerely,

Sean P. Cashen, P.E.  
 Principal



December 5, 2025

City of Madeira Beach Public Works  
Attn: Megan Wepner  
300 Municipal Drive  
Madeira Beach, FL 33708

**Re: Johns Pass Village Resort**  
**Site Address: 125 129<sup>th</sup> Avenue East, Madeira Beach, Florida 33708**  
**Portion of RW Vacation adjacent to 204,206,210 and 214 Boardwalk Place East**  
**RW Vacate area adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070**  
**Petition to Vacate Right-of-Way of portion of Fisherman's Alley**  
**STR: 15-31-15**

Dear Ms. Wepner,

On behalf of the owner and as required by the City of Madeira Beach, we are requesting a **Letter of No Objection** for the Right-of-Way (R/W) Vacation of a portion of the Fisherman's Alley R/W located within the project boundary as shown in the attached **Site Plan Exhibit A** and **the Legal Description and Sketch**. This project is a proposed 87-unit Hotel with Retail space and this section of Fisherman's Alley will need to be vacated to accommodate this development. We will work with the City of Madeira Beach and all other utility companies to relocate any existing facilities within this vacated RW as part of this proposed redevelopment.

The attached **Aerial** details the site boundary with existing streets and the portion of this RW we request to be vacated. The site is located within Johns Pass Village just northeast of Gulf Blvd and southeast of 129<sup>th</sup> Avenue. This section of Fisherman's Alley is currently used as an access road for the parking areas located to either side---to the east and west---of this road.

The attached **Site Plan Exhibit A** details the R/W proposed to be vacated. The **Property Appraiser Map** details the RW to be vacated to the northwest of and adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070.

As required by City of Madeira Beach, we are requesting that you review this R/W Vacation and please provide a Letter of No Objection to this Right-of-Way vacation of this portion of Fisherman's Alley.

The following items have been provided for your review:

- **Vicinity Map.**
- **Aerial depicting RW proposed to be vacated;**
- **Survey detailing RW proposed to be Vacated**
- **Site Plan Exhibit A detailing RW proposed to be Vacated**
- **Property Appraiser Map detailing RW proposed to be Vacated**
- **Legal Description & Sketch of RW proposed to be Vacated**

Please provide us with a Letter of No Objection by December 19, 2025, and email to me at [scashen@gulfcoastconsultinginc.com](mailto:scashen@gulfcoastconsultinginc.com).

Sincerely,

Sean P. Cashen, P.E.  
Principal



December 5, 2025

Duke Energy Florida; Attn: Duke Energy Land Services Department  
 2401 25<sup>th</sup> St. N., SP-15  
 St. Petersburg, FL 33713 &  
 12600 Walsingham Road, Largo FL 33774

**Re: Johns Pass Village Resort**  
**Site Address: 125 129<sup>th</sup> Avenue East, Madeira Beach, Florida 33708**  
**Portion of RW Vacation adjacent to 204,206,210 and 214 Boardwalk Place East**  
**RW Vacate area adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070**  
**Petition to Vacate Right-of-Way of portion of Fisherman's Alley**  
**STR: 15-31-15**

Dear Duke Energy Land Services Department,

On behalf of the owner and as required by the City of Madeira Beach, we are requesting a **Letter of No Objection** for the Right-of-Way (R/W) Vacation of a portion of the Fisherman's Alley R/W located within the project boundary as shown in the attached **Site Plan Exhibit A** and **the Legal Description and Sketch**. This project is a proposed 87-unit Hotel with Retail space and this section of Fisherman's Alley will need to be vacated to accommodate this development. We will work with Duke Energy to relocate any existing facilities within this vacated RW as part of this proposed redevelopment.

The attached **Aerial** details the site boundary with existing streets and the portion of this RW we request to be vacated. The site is located within Johns Pass Village just northeast of Gulf Blvd and southeast of 129<sup>th</sup> Avenue. This section of Fisherman's Alley is currently used as an access road for the parking areas located to either side---to the east and west---of this road.

The attached **Site Plan Exhibit A** details the R/W proposed to be vacated. The **Property Appraiser Map** details the RW to be vacated to the northwest of and adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070.

As required by City of Madeira Beach, we are requesting that you review this R/W Vacation and please provide a Letter of No Objection to this Right-of-Way vacation of this portion of Fisherman's Alley.

The following items have been provided for your review:

- **Vicinity Map.**
- **Aerial depicting RW proposed to be vacated;**
- **Survey detailing RW proposed to be Vacated**
- **Site Plan Exhibit A detailing RW proposed to be Vacated**
- **Property Appraiser Map detailing RW proposed to be Vacated**
- **Legal Description & Sketch of RW proposed to be Vacated**

Please provide us with a Letter of No Objection by December 19, 2025, and email to me at [scashen@gulfcoastconsultinginc.com](mailto:scashen@gulfcoastconsultinginc.com).

Sincerely,

Sean P. Cashen, P.E.  
 Principal



December 5, 2025

Frontier Communications  
Attn: Stephen Waidley  
1280 Cleveland Street  
Clearwater, FL 33755

**Re: Johns Pass Village Resort**  
**Site Address: 125 129<sup>th</sup> Avenue East, Madeira Beach, Florida 33708**  
**Portion of RW Vacation adjacent to 204,206,210 and 214 Boardwalk Place East**  
**RW Vacate area adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070**  
**Petition to Vacate Right-of-Way of portion of Fisherman's Alley**  
**STR: 15-31-15**

Dear Mr. Waidley,

On behalf of the owner and as required by the City of Madeira Beach, we are requesting a **Letter of No Objection** for the Right-of-Way (R/W) Vacation of a portion of the Fisherman's Alley R/W located within the project boundary as shown in the attached **Site Plan Exhibit A** and the **Legal Description and Sketch**. This project is a proposed 87-unit Hotel with Retail space and this section of Fisherman's Alley will need to be vacated to accommodate this development. We will work with Frontier to relocate any existing facilities within this vacated RW as part of this proposed redevelopment.

The attached **Aerial** details the site boundary with existing streets and the portion of this RW we request to be vacated. The site is located within Johns Pass Village just northeast of Gulf Blvd and southeast of 129<sup>th</sup> Avenue. This section of Fisherman's Alley is currently used as an access road for the parking areas located to either side---to the east and west---of this road.

The attached **Site Plan Exhibit A** details the R/W proposed to be vacated. The **Property Appraiser Map** details the RW to be vacated to the northwest of and adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070.

As required by City of Madeira Beach, we are requesting that you review this R/W Vacation and please provide a Letter of No Objection to this Right-of-Way vacation of this portion of Fisherman's Alley.

The following items have been provided for your review:

- **Vicinity Map.**
- **Aerial depicting RW proposed to be vacated;**
- **Survey detailing RW proposed to be Vacated**
- **Site Plan Exhibit A detailing RW proposed to be Vacated**
- **Property Appraiser Map detailing RW proposed to be Vacated**
- **Legal Description & Sketch of RW proposed to be Vacated**

Please provide us with a Letter of No Objection by December 19, 2025, and email to me at [scashen@gulfcoastconsultinginc.com](mailto:scashen@gulfcoastconsultinginc.com).

Sincerely,

Sean P. Cashen, P.E.  
Principal



December 5, 2025

Pinellas County Utilities  
Attn: Steve Allen  
14 S. Fort Harrison  
Clearwater, FL 33756

**Re: Johns Pass Village Resort**  
**Site Address: 125 129<sup>th</sup> Avenue East, Madeira Beach, Florida 33708**  
**Portion of RW Vacation adjacent to 204,206,210 and 214 Boardwalk Place East**  
**RW Vacate area adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070**  
**Petition to Vacate Right-of-Way of portion of Fisherman’s Alley; STR: 15-31-15**

Dear Mr. Allen,

On behalf of the owner and as required by the City of Madeira Beach, we are requesting a **Letter of No Objection** for the Right-of-Way (R/W) Vacation of a portion of the Fisherman’s Alley R/W located within the project boundary as shown in the attached **Site Plan Exhibit A** and the **Legal Description and Sketch**. This project is a proposed 87-unit Hotel with Retail space and this section of Fisherman’s Alley will need to be vacated to accommodate this development. We will work with TECO People’s Gas to relocate any existing facilities within this vacated RW as part of this proposed redevelopment.

The attached **Aerial** details the site boundary with existing streets and the portion of this RW we request to be vacated. The site is located within Johns Pass Village just northeast of Gulf Blvd and southeast of 129<sup>th</sup> Avenue. This section of Fisherman’s Alley is currently used as an access road for the parking areas located to either side---to the east and west—of this road.

The attached **Site Plan Exhibit A** details the R/W proposed to be vacated. The **Property Appraiser Map** details the RW to be vacated to the northwest of and adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070.

As required by City of Madeira Beach, we are requesting that you review this R/W Vacation and please provide a Letter of No Objection to this Right-of-Way vacation of this portion of Fisherman’s Alley. The existing water and sewer within this RW to be vacated would be relocated as shown on the attached Utilities Relocation Exhibit. We propose the vacated RW to be replaced with a Utilities Easement until such time the relocated utilities have been installed and certified for operation and then the utility easement could be vacated or rescinded.

The following items have been provided for your review:

- **Vicinity Map.**
- **Aerial depicting RW proposed to be vacated;**
- **Survey detailing RW proposed to be Vacated**
- **Site Plan Exhibit A detailing RW proposed to be Vacated**
- **Property Appraiser Map detailing RW proposed to be Vacated**
- **Legal Description & Sketch of RW proposed to be Vacated**
- **Utility Relocation Plan**

Please provide us with a Letter of No Objection by December 19, 2025, and email to me at [scashen@gulfcoastconsultinginc.com](mailto:scashen@gulfcoastconsultinginc.com).

Sincerely,

Sean P. Cashen, P.E.  
Principal



December 5, 2025

Spectrum  
Attn: David Avila  
700 Carillon Pkwy, Suite 6  
St. Petersburg, FL 33716

**Re: Johns Pass Village Resort**  
**Site Address: 125 129<sup>th</sup> Avenue East, Madeira Beach, Florida 33708**  
**Portion of RW Vacation adjacent to 204,206,210 and 214 Boardwalk Place East**  
**RW Vacate area adjacent to Parcels 1 5-31-15-58320-001-0020, 0040,0050,0060 & 0070**  
**Petition to Vacate Right-of-Way of portion of Fisherman’s Alley**  
**STR: 15-31-15**

Dear Mr. Avila,

On behalf of the owner and as required by the City of Madeira Beach, we are requesting a **Letter of No Objection** for the Right-of-Way (R/W) Vacation of a portion of the Fisherman’s Alley R/W located within the project boundary as shown in the attached **Site Plan Exhibit A** and the **Legal Description and Sketch**. This project is a proposed 87-unit Hotel with Retail space and this section of Fisherman’s Alley will need to be vacated to accommodate this development. We will work with Spectrum to relocate any existing facilities within this vacated RW as part of this proposed redevelopment.

The attached **Aerial** details the site boundary with existing streets and the portion of this RW we request to be vacated. The site is located within Johns Pass Village just northeast of Gulf Blvd and southeast of 129<sup>th</sup> Avenue. This section of Fisherman’s Alley is currently used as an access road for the parking areas located to either side---to the east and west---of this road.

The attached **Site Plan Exhibit A** details the R/W proposed to be vacated. The **Property Appraiser Map** details the RW to be vacated to the northwest of and adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070.

As required by City of Madeira Beach, we are requesting that you review this R/W Vacation and please provide a Letter of No Objection to this Right-of-Way vacation of this portion of Fisherman’s Alley.

The following items have been provided for your review:

- **Vicinity Map.**
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- **Legal Description & Sketch of RW proposed to be Vacated**

Please provide us with a Letter of No Objection by December 19, 2025, and email to me at [scashen@gulfcoastconsultinginc.com](mailto:scashen@gulfcoastconsultinginc.com).

Sincerely,

Sean P. Cashen, P.E.  
Principal



December 5, 2025

TECO Peoples Gas  
Attn: Joan Domning  
8416 Palm River Road  
Tampa, FL 33619

**Re: Johns Pass Village Resort**  
**Site Address: 125 129<sup>th</sup> Avenue East, Madeira Beach, Florida 33708**  
**Portion of RW Vacation adjacent to 204,206,210 and 214 Boardwalk Place East**  
**RW Vacate area adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070**  
**Petition to Vacate Right-of-Way of portion of Fisherman’s Alley**  
**STR: 15-31-15**

Dear Ms. Domning,

On behalf of the owner and as required by the City of Madeira Beach, we are requesting a **Letter of No Objection** for the Right-of-Way (R/W) Vacation of a portion of the Fisherman’s Alley R/W located within the project boundary as shown in the attached **Site Plan Exhibit A** and **the Legal Description and Sketch**. This project is a proposed 87-unit Hotel with Retail space and this section of Fisherman’s Alley will need to be vacated to accommodate this development. We will work with TECO People’s Gas to relocate any existing facilities within this vacated RW as part of this proposed redevelopment.

The attached **Aerial** details the site boundary with existing streets and the portion of this RW we request to be vacated. The site is located within Johns Pass Village just northeast of Gulf Blvd and southeast of 129<sup>th</sup> Avenue. This section of Fisherman’s Alley is currently used as an access road for the parking areas located to either side---to the east and west—of this road.

The attached **Site Plan Exhibit A** details the R/W proposed to be vacated. The **Property Appraiser Map** details the RW to be vacated to the northwest of and adjacent to Parcels 15-31-15-58320-001-0020, 0040,0050,0060 & 0070.

As required by City of Madeira Beach, we are requesting that you review this R/W Vacation and please provide a Letter of No Objection to this Right-of-Way vacation of this portion of Fisherman’s Alley.

The following items have been provided for your review:

- **Vicinity Map.**
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- **Site Plan Exhibit A detailing RW proposed to be Vacated**
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- **Legal Description & Sketch of RW proposed to be Vacated**

Please provide us with a Letter of No Objection by December 19, 2025, and email to me at [scashen@gulfcoastconsultinginc.com](mailto:scashen@gulfcoastconsultinginc.com).

Sincerely,

Sean P. Cashen, P.E.  
Principal

# SECTION 15, TOWNSHIP 31 S, RANGE 15 E MADEIRA BEACH, FLORIDA

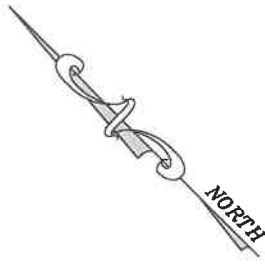
LOCATION MAP



# SKETCH-OF-LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15  
PINELLAS COUNTY, FLORIDA

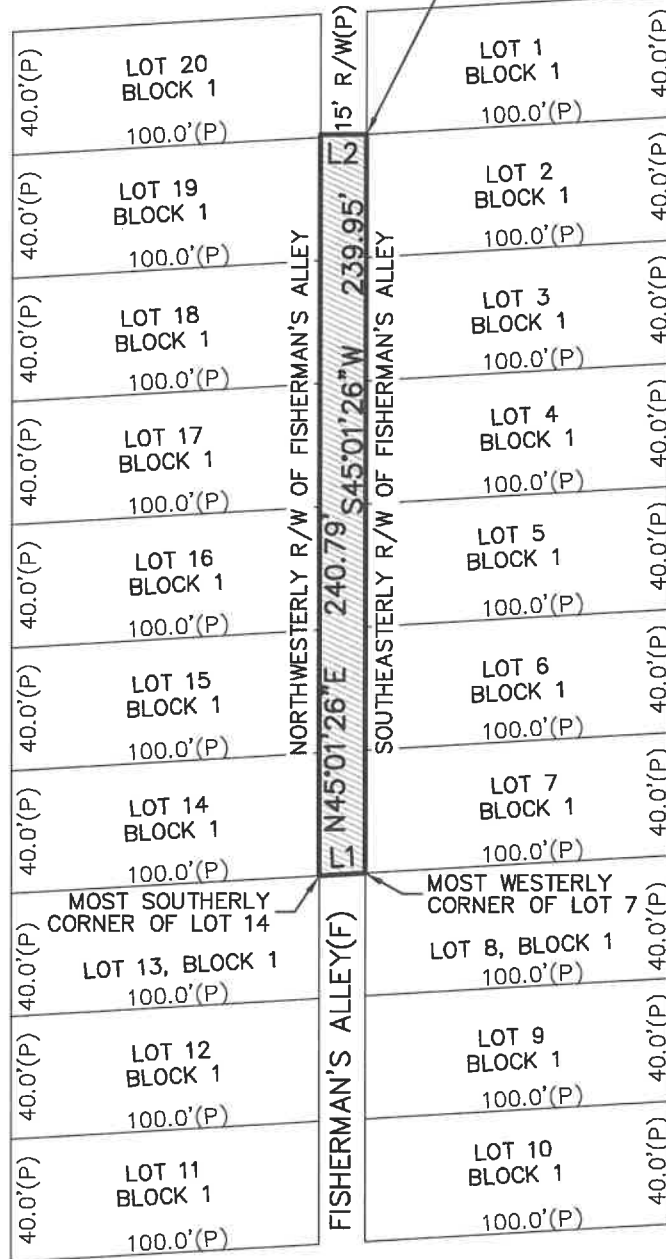
Item 10B.



0 60  
SCALE: 1" = 60'

1ST STREET(P)  
129TH AVENUE(F)  
50' R/W(P)

LEE AVENUE(P)  
EAST END LANE(F)  
50' R/W(P)



30' R/W(PA)  
BOARDWALK PLACE(PA) 128TH AVENUE(PA)  
GULF AVENUE(P)

50' R/W(P)  
VILLAGE BOULEVARD(F)  
UNNAMED(P)

| LINE TABLE |              |        |
|------------|--------------|--------|
| LINE       | BEARING      | LENGTH |
| L1         | N48°11'15\"W | 15.02' |
| L2         | S44°58'34\"E | 15.00' |

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW  
CHECKED BY: D.J.E.  
DATE: DECEMBER 2, 2025  
SCALE: 1"=60'  
SHEET 1 of 2  
W.O. 6330

ABBREVIATION LEGEND:  
(F) = Field Data  
(P) = Data per Plat  
(PA) = Data per Property Appraiser  
POB = Point of Beginning  
RW = Right-of-Way  
CL = Centerline

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763



LB 7466

# SKETCH—OF—LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15  
PINELLAS COUNTY, FLORIDA

Item 10B.

### LEGAL DESCRIPTION:

A PORTION OF FISHERMAN'S ALLEY, A 15 FOOT RIGHT-OF-WAY NOT NAMED ON THE PLAT, LYING IN BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY CORNER OF LOT 1, SAID BLOCK 1; THENCE SOUTH 45°01'26" WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF FISHERMAN'S ALLEY, A DISTANCE OF 239.95 FEET TO THE MOST WESTERLY CORNER OF LOT 7, SAID BLOCK 1; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 48°11'15" WEST, A DISTANCE OF 15.02 FEET TO THE MOST SOUTHERLY CORNER OF LOT 14, SAID BLOCK 1; THENCE NORTH 45°01'26" EAST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FISHERMAN'S ALLEY, A DISTANCE OF 240.79 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 44°58'34" EAST, A DISTANCE OF 15.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 3,604 SQUARE FEET OR 0.083 ACRE, MORE OR LESS.

### SURVEYOR'S NOTES:

BEARING BASIS: THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865  
DATE: DECEMBER 2, 2025

NAME AND ADDRESS OF THE PREPARER:

THIS IS NOT A BOUNDARY SURVEY

|                        |
|------------------------|
| DRAWN BY: HW           |
| CHECKED BY: D.J.E.     |
| DATE: DECEMBER 2, 2025 |
| SHEET 2 of 2           |
| W.O. 6330              |

|                                    |
|------------------------------------|
| <b>ABBREVIATION LEGEND:</b>        |
| (F) = Field Data                   |
| (P) = Data per Plat                |
| (PA) = Data per Property Appraiser |
| POB = Point of Beginning           |
| R/W = Right-of-Way                 |
| ☉ = Centerline                     |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763



LB 7466

Item 10B.

9589 0710 5270 2703 2886 90

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).  
Tallahassee, FL 32317

|  |                |      |
|--|----------------|------|
| Certified Mail Fee   | \$5.30         | 0146 |
| Extra Services & Fees (check box, add fee as appropriate)    | \$4.40         | 11   |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$0.00         |      |
| <input type="checkbox"/> Return Receipt (electronic)         | \$0.00         |      |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$0.00         |      |
| <input type="checkbox"/> Adult Signature Required            | \$0.00         |      |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00         |      |
| Postage  | \$1.36         |      |
| <b>Total Postage and Fees</b>                                | <b>\$11.55</b> |      |

Sent To **NJE PROPERTIES INC. C/O HAMMOY**  
Street and Apt. No., or PO Box No.  
**P.O. BOX # 1A433**  
City, State, ZIP+4®  
**TALLAHASSEE, FL 32317-1433**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2703 2887 13

**U.S. Postal Service™**  
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Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).  
Saint Petersburg, FL 33708

|  |                |      |
|--|----------------|------|
| Certified Mail Fee   | \$5.30         | 0146 |
| Extra Services & Fees (check box, add fee as appropriate)    | \$4.40         | 11   |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$0.00         |      |
| <input type="checkbox"/> Return Receipt (electronic)         | \$0.00         |      |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$0.00         |      |
| <input type="checkbox"/> Adult Signature Required            | \$0.00         |      |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00         |      |
| Postage  | \$1.36         |      |
| <b>Total Postage and Fees</b>                                | <b>\$11.55</b> |      |

Sent To **JPV HOTEL PROPERTY LLC**  
Street and Apt. No., or PO Box No.  
**202 150TH AVENUE**  
City, State, ZIP+4®  
**SAINT PETERSBURG, FL 33708-2450**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2703 2887 06

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).  
Tallahassee, FL 32317

|  |                |      |
|--|----------------|------|
| Certified Mail Fee   | \$5.30         | 0146 |
| Extra Services & Fees (check box, add fee as appropriate)    | \$4.40         | 11   |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$0.00         |      |
| <input type="checkbox"/> Return Receipt (electronic)         | \$0.00         |      |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$0.00         |      |
| <input type="checkbox"/> Adult Signature Required            | \$0.00         |      |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00         |      |
| Postage  | \$1.36         |      |
| <b>Total Postage and Fees</b>                                | <b>\$11.55</b> |      |

Sent To **NJE PROPERTIES INC. C/O HAMMOY**  
Street and Apt. No., or PO Box No.  
**P.O. BOX # 1A433**  
City, State, ZIP+4®  
**TALLAHASSEE, FL 32317-1433**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2703 2886 83

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).  
Saint Petersburg, FL 33708

|  |                |      |
|--|----------------|------|
| Certified Mail Fee   | \$5.30         | 0146 |
| Extra Services & Fees (check box, add fee as appropriate)    | \$4.40         | 11   |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$0.00         |      |
| <input type="checkbox"/> Return Receipt (electronic)         | \$0.00         |      |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$0.00         |      |
| <input type="checkbox"/> Adult Signature Required            | \$0.00         |      |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00         |      |
| Postage  | \$1.36         |      |
| <b>Total Postage and Fees</b>                                | <b>\$11.55</b> |      |

Sent To **MERMAID HOLDINGS LLC**  
Street and Apt. No., or PO Box No.  
**12881 VILLAGE BLDG.**  
City, State, ZIP+4®  
**MADEIRA BEACH, FL 33708-2654**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2703 2886 76

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
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Saint Petersburg, FL 33708

|  |                |      |
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| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$0.00         |      |
| <input type="checkbox"/> Adult Signature Required            | \$0.00         |      |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00         |      |
| Postage  | \$1.36         |      |
| <b>Total Postage and Fees</b>                                | <b>\$11.55</b> |      |

Sent To **FISHRUNNER LLC**  
Street and Apt. No., or PO Box No.  
**14041 E. PARSLEY DR.**  
City, State, ZIP+4®  
**MADEIRA BEACH, FL 33708-2301**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



Firm Mailing Book For Accountable Mail

Name and Address of Sender

Check type of mail or service

Adult Signature Required  Priority Mail Express

Adult Signature Restricted Delivery  Registered Mail

Certified Mail  Return Receipt for Merchandise

Certified Mail Restricted Delivery  Signature Confirmation

Collect on Delivery (COD)  Signature Confirmation Restricted Delivery

Insured Mail  Signature Confirmation Restricted Delivery

Priority Mail

Affix Stamp Here  
(for additional copies of Postmark with Date of)

U.S. POSTAGE PAID  
CLEARWATER, FL  
33755  
MAY 14, 26  
AMOUNT  
**\$3.50**  
\$2324M502057-11



0000

| USPS Tracking/Article Number | Addressee (Name, Street, City, State, & ZIP Code™)                                 | Postage (Extra Service) Fee | Handling Charge | COD |
|------------------------------|--|-----------------------------|-----------------|-----|
| 1.                           | FISHRUNNER LLC<br>14041 E. PARSLEY DRIVE<br>MADEIRA BEACH, FL 33708-2301           |                             |                 |     |
| 2.                           | MERMAID HOLDINGS LLC<br>12831 VOYAGE BLVD.<br>MADEIRA BEACH, FL 33109-2654         |                             |                 |     |
| 3.                           | JIV HOTEL PROPERTY LLC<br>101 150th AVENUE<br>ST. PETERSBURG, FL 33708-2450        |                             |                 |     |
| 4.                           | NJE PROPERTIES INC.<br>C/O HAMUY<br>P.O. Box # 1A433<br>TALLAHASSEE, FL 32317-1433 |                             |                 |     |
| 5.                           | NJE PROPERTIES INC.<br>C/O HAMUY<br>P.O. Box # 1A433<br>TALLAHASSEE, FL 32317-4433 |                             |                 |     |
| 6.                           |  |                             |                 |     |
| 7.                           |  |                             |                 |     |
| 8.                           |  |                             |                 |     |

CLERK  
MAY 14 2026  
93766 USPS

Handling Charge - if Registered and over \$50,000 in value

Adult Signature Required  
Adult Signature Restricted Delivery  
Restricted Delivery  
Return Receipt  
Signature Confirmation  
Signature Confirmation Restricted Delivery  
Special Handling

Item 10B.

Postmaster, Per (Name of receiving employee)

*[Signature]*

Total Number of Pieces Listed by Sender: **5**

Total Number of Pieces Received at Post Office: **5**



Date: 06/04/26

Re: **John Pass Village Resort RW Vacation Letter of No Objection Request**

XXX Charter Communications has no objections provided easements for our facilities are Retained / granted

\_\_\_ Charter Communications has facilities that would need to be relocated and the applicant would be responsible for this expense. Payment in full would be required to proceed with vacation of the easement.

\_\_\_ In order to properly evaluate this request, Charter Communications will need detailed plans of facilities proposed for subject areas.

\_\_\_ Charter Communications has facilities within this area, which may conflict with subject project please call 811 to have locating. **SEE NOTES**

\_\_\_ Charter Communications requires 30 days written notice prior to construction start date to relocate their facilities.

**NOTES:** Spectrum has aerial facilities on the poles in the alley that would need to fall into a “temporary easement” along with Frontier

Sincerely,

Andrew Holtzhouse  
Construction Supervisor  
Charter Communications  
Pinellas County  
Phone Number 727-329-2839

**NOTICE OF PUBLIC HEARING  
CITY OF MADEIRA BEACH BOARD OF COMMISSIONERS - TO CONSIDER  
ADOPTING ORDINANCE VACATING A PORTION OF FISHERMAN’S ALLEY**

In accordance with the City of Madeira Beach Code of Ordinances: Chapter 112 - Vacations of Rights-of-Way and Easements and Florida Statute 166.041.

**NOTICE IS HEREBY GIVEN** that the City of Madeira Beach Board of Commissioners will conduct a public hearing on Wednesday July 8, 2026, at 6:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the adoption of proposed Ordinance 2026-06, Vacation of Right-of-Way Request – Portion of Fisherman’s Alley.

The title of the ordinance is:

**ORDINANCE 2026-06**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF  
MADEIRA BEACH, FLORIDA, VACATING THE PORTION OF FISHERMAN’S  
ALLEY ABUTTING LOTS 2 THROUGH 7 AND LOTS 14 THROUGH 19 OF BLOCK 1  
OF MITCHELL’S BEACH JOHNS PASS THEREOF; AND PROVIDING FOR AN  
EFFECTIVE DATE THEREOF.**

**Public Notice:** In the Madeira Beach Code of Ordinances *Sec. 112-92. - Notification for board of commissioners review*, At least seven days prior to public hearing before the board of commissioners, the city staff shall provide notice by U.S. Mail to property owners within 150 feet of the application for vacation and the date, time and place of the hearing thereon. For purposes of this section notification shall be deemed complete upon mailing. The city shall also place an advertisement in a newspaper of general circulation in the city, which provides notice of the time and date of the public hearing and which identifies the case. Failure to notify all of the abutting property owners, as shown on the records of the Pinellas County Property Appraiser's Office shall not constitute grounds for re-advertising the public hearing or conducting additional public hearings, and shall not affect any action or proceeding on the application for vacation.

Ordinance 2026-06, Vacation of Right-of-Way Request – Portion of Fisherman’s Alley is available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday or online at <https://madeirabeachfl.gov/plan-review-documents>. If you would like more information regarding this ordinance, please contact the Community Development Department, at 727-409-3226 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 YouTube Channel at <https://www.youtube.com/@cityofmadeirabeach632>.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at these meetings will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require

the City to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call 727-409-3226 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).

# Tampa Bay Times

Published Daily

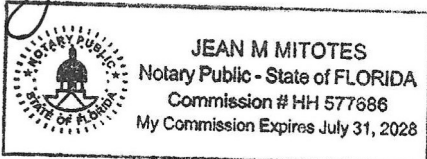
STATE OF FLORIDA } ss  
COUNTY OF HERNANDO, CITRUS, PASCO,  
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2026-06 was published in said newspaper by print in the issues of 06/24/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jesaca Bowling  
Sworn to and subscribed before me this **06/24/2026**

Signature of Notary of Public  
Personally known  or produced identification.  
Type of identification produced \_\_\_\_\_

Jean M Mitotes  


LEGAL NOTICE

## NOTICE OF PUBLIC HEARING CITY OF MADEIRA BEACH BOARD OF COMMISSIONERS - TO CONSIDER ADOPTING AN ORDINANCE VACATING A PORTION OF FISHERMAN'S ALLEY

In accordance with the City of Madeira Beach Code of Ordinances: Chapter 112 - Vacations of Rights-of-Way and Easements and Florida Statute 166.041.

**NOTICE IS HEREBY GIVEN** that the City of Madeira Beach Board of Commissioners will conduct a public hearing on Wednesday, July 8, 2026, at 6:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the adoption of proposed Ordinance 2026-06, Vacation of Right-of-Way Request - Portion of Fisherman's Alley.

The title of the ordinance is:

**ORDINANCE 2026-06  
AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, VACATING THE PORTION OF FISHERMAN'S ALLEY ABUTTING LOTS 2 THROUGH 7 AND LOTS 14 THROUGH 19 OF BLOCK 1 OF MITCHELL'S BEACH JOHNS PASS THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

Ordinance 2026-06, Vacation of Right-of-Way Request - Portion of Fisherman's Alley is available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday or online at <https://madeirabeachfl.gov/plan-review-documents>. If you would like more information regarding this ordinance, please contact the Community Development Department, at 727-409-3226 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 YouTube Channel at <https://www.youtube.com/@cityofmadeirabeach632>.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at these meetings will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call 727-409-3226 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).

6/24/2026 jlb

93059-1



# AFFIDAVIT OF MAILING

Date: 6/11/2026

Mailings for Case # OKD-2026-06

Before me this day Lisa Selmann personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Lisa Selmann  
Signature

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn and subscribed before me this 11th day of June, 20 26.

Personally known or produced \_\_\_\_\_ as identification.



Notary Public Stamp

Barbara A. Scott  
Notary Public

June 11th, 2026  
Date

\*Copy of public notice is attached.

CHOUINARD, BRENDA M  
303 129TH AVE E  
MADEIRA BEACH, FL 33708-2613

NGUYEN, SON H  
12801 E END LN  
MADERIA BEACH, FL 33708-2785

MAYNARD LEE PROPERTIES LLC  
413 CROSSWINDS DR  
PALM HARBOR, FL 34683-1306

365 PROPERTY PARTNERS LLC  
301 W PLATT ST UNIT 401  
TAMPA, FL 33606-2292

FAKHOURY, RAMI  
322 129TH AVE E  
MADEIRA BEACH, FL 33708-2614

PHONGSAVATH, TONH  
318 129TH AVE E  
MADEIRA BEACH, FL 33708-2614

PAIRODOCS LLC  
5837 TEAL LN  
LONG GROVE, IL 60047-5067

PAIRODOCS LLC 310 SERIES  
5837 TEAL LN  
LONG GROVE, IL 60047-5067

ESTATE BROTHERS LLC  
5837 TEAL LN  
LONG GROVE, IL 60047-5067

2DS HOLDINGS LLC  
12901 PELICAN LN  
MADEIRA BEACH, FL 33708-4600

LKN2 SAGE GROUP LLC  
15905 CAPRI DR  
JERSEY VILLAGE, TX 77040-1202

R N J MADEIRA BEACH INC  
1017 GRAND CT  
HIGHLAND BEACH, FL 33487-5306

JPV HOTEL PROPERTY LLC  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

N J E PROPERTIES INC  
C/O HAMUY  
PO BOX 14433 TALLAHASSEE, FL 32317-4433

MERMAID HOLDINGS LLC  
12831 VILLAGE BLVD  
MADEIRA BEACH, FL 33708-2654

FISHRUNNER LLC  
14041 E PARSLEY DR  
MADEIRA BEACH, FL 33708-2301

J W B M B HOLDINGS LLC  
429 BOCA CIEGA DR  
MADEIRA BEACH, FL 33708-2457

CRITELLI FAMILY LIVING TRUST  
8162 TERRACE GARDEN DR N UNIT 102  
ST PETERSBURG, FL 33709-1055

JPV RESTAURANT PROPERTY LLC  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

PERSHING ENTERPRISES LLC  
9226 143RD LN  
SEMINOLE, FL 33776-1959

FL INT IMP FUND TRE  
C/O GARDNER PROPERTIES INC  
555 SE ST LUCIE BLVD STUART, FL 34996-1320

FL INT IMP FUND TRE  
8162 TERRACE GARDEN DR N UNIT 102  
ST PETERSBURG, FL 33709-1055

BOARDWALK PLACE PROPERTIES LLC  
101 150TH AVE  
ST PETERSBURG, FL 33708-2450

LUPER REAL ESTATE INC  
7262 SAWGRASS POINT DR N  
PINELLAS PARK, FL 33782-4202

DE LOSAS PIZZA & RESTAURANT  
12800 VILLAGE BLVD  
MADEIRA BEACH, FL 33708-2653

JOHNS PASS PLAZA LLC  
10225 ULMERTON RD STE 12A  
LARGO, FL 33771-3520

MENNA'S LANDING OWNER'S ASSN INC  
9334 SILVERTHORN RD  
SEMINOLE, FL 33777-3163

J E H INVESTMENTS LLC  
4200 4TH ST N STE 3  
ST PETERSBURG, FL 33703-4735

MADEIRA BEACH, CITY OF  
300 MUNICIPAL DR  
MADEIRA BEACH, FL 33708-1916

JOHN'S PASS PLAZA LLC  
10225 ULMERTON RD STE 12A  
LARGO, FL 33771-3520

R N J MADEIRA BEACH INC  
C/O IURILLO, CAMILLE  
1017 GRAND CT HIGHLAND BEACH, FL  
33487-5306

PELICAN BAY APTS & MARINA LLC  
12971 PELICAN LN  
MADEIRA BEACH, FL 33708-2782

PELICAN BAY APARTMENTS & MARINA LLC  
12971 PELICAN LN  
MADEIRA BEACH, FL 33708-2782

EINY INVESTMENTS LLC  
9375 NW 18TH MNR  
PLANTATION, FL 33322-5653

WHITLATCH, JOAN TINA  
330 129TH AVE E APT 1  
ST PETERSBURG, FL 33708-2771

MADEIRA BEACH HOLDING LLC  
ATTN ANTINORI, STEVEN J  
3217 S DALE MABRY HWY TAMPA, FL  
33629-7815

Madeira Beach City Clerk  
300 Municipal Dr  
Madeira Beach, FL 33708

Madeira Beach Community Development  
Department  
300 Municipal Dr  
Madeira Beach, FL 33708



# AFFIDAVIT OF POSTING

Date: 6/11/2026

Postings for: ORD -2026-86

Before me this day As Schewermann personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

As Schewermann  
Signature

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me this 11<sup>th</sup> day of June, 20 26.

Personally known or produced \_\_\_\_\_ as identification.

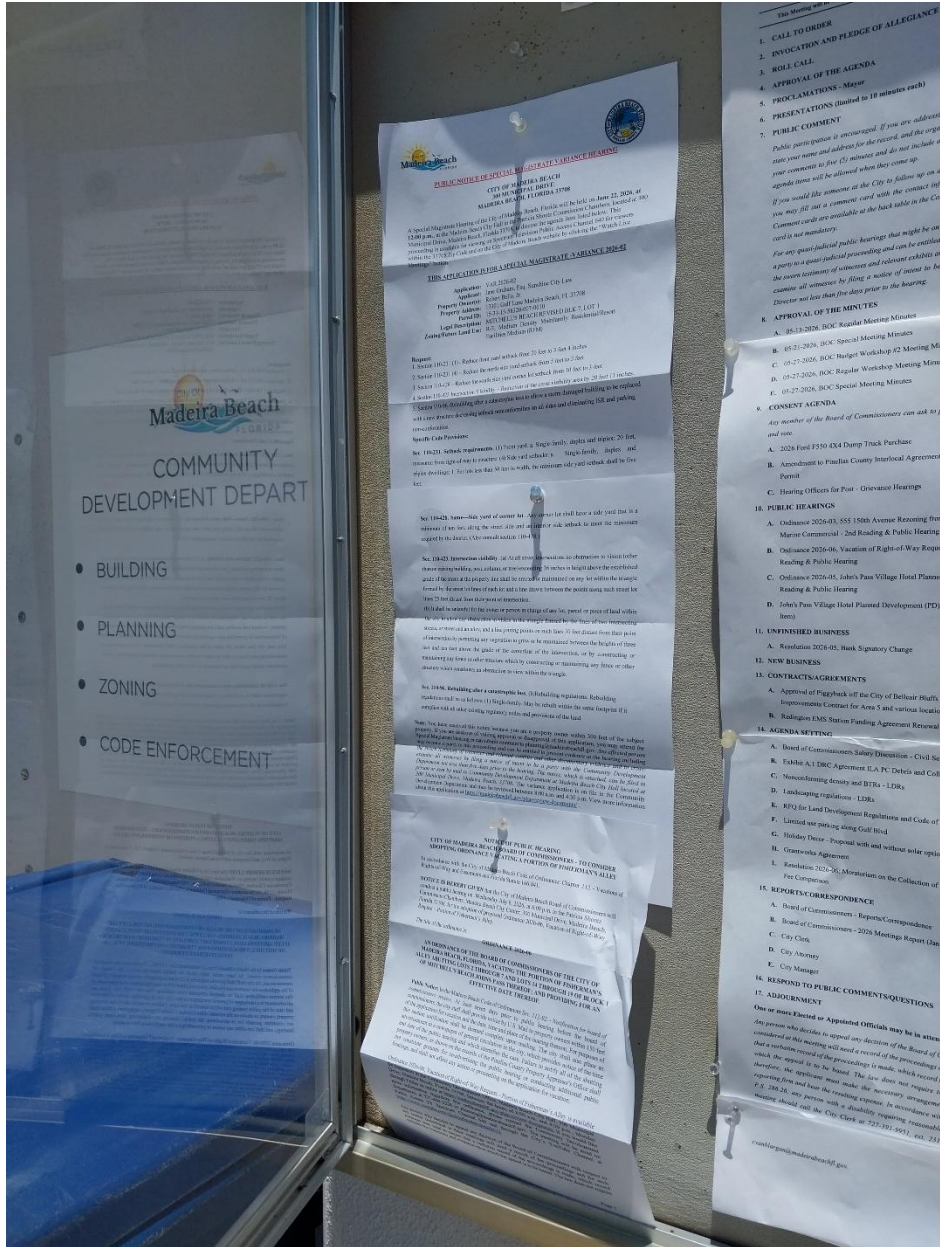


Notary Public Stamp

Barbara A Scott  
Notary Public

June 11<sup>th</sup>, 2026  
Date

\*Copy of public notice is attached.



**CITY OF MADEIRA BEACH, FLORIDA**  
**PUBLIC NOTICE OF SPECIAL USE PERMIT PUBLIC HEARING**

**CITY OF MADEIRA BEACH, FLORIDA**  
**MADIRA BEACH, FLORIDA 33708**

A Special Use Permit for the City of Madeira Beach, Florida will be held on June 22, 2020, at 12:00 PM, at the Madeira Beach Community Development Department, located at 390 1st Street, Madeira Beach, Florida 33708. The applicant is requesting a Special Use Permit for a Public Hearing. The applicant is requesting a Special Use Permit for a Public Hearing. The applicant is requesting a Special Use Permit for a Public Hearing.

**THIS APPLICATION FOR A SPECIAL USE PERMIT VARIANCE IS:**

Application: 100-2020-06  
 Applicant: Roger Biles  
 Property Address: 1001 Gulf Dr., Madeira Beach, FL 33708  
 Parcel ID: 0-23-15-00200-000-0000  
 Legal Description: 1001 GULF DRIVE, MADEIRA BEACH, FLORIDA 33708  
 Zoning/Map Land Use: R-15, Medium Density Residential

**Request:**  
 1. Subject (1001): Reduce lot and setback from 20 feet to 7 feet.  
 2. Subject (1002): Reduce lot and setback from 7 feet to 3 feet.  
 3. Subject (1003): Reduce front lot setback from 20 feet to 10 feet.  
 4. Subject (1004): Reduce front lot setback from 20 feet to 10 feet.  
 5. Subject (1005): Reduce front lot setback from 20 feet to 10 feet.  
 6. Subject (1006): Reduce front lot setback from 20 feet to 10 feet.

**Section 170.06, F.S., requires that a public hearing be held on all such applications for and zoning, and parking, and other matters.**

**Specific Conditions:**  
 Section 170.06, F.S., requires that a public hearing be held on all such applications for and zoning, and parking, and other matters. Section 170.06, F.S., requires that a public hearing be held on all such applications for and zoning, and parking, and other matters.

**Section 170.06, F.S., requires that a public hearing be held on all such applications for and zoning, and parking, and other matters.**

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**Section 170.06, F.S., requires that a public hearing be held on all such applications for and zoning, and parking, and other matters.**

**CITY OF MADEIRA BEACH, FLORIDA**  
**PUBLIC NOTICE OF SPECIAL USE PERMIT PUBLIC HEARING**

**CITY OF MADEIRA BEACH, FLORIDA**  
**MADIRA BEACH, FLORIDA 33708**

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**THIS APPLICATION FOR A SPECIAL USE PERMIT VARIANCE IS:**

Application: 100-2020-06  
 Applicant: Roger Biles  
 Property Address: 1001 Gulf Dr., Madeira Beach, FL 33708  
 Parcel ID: 0-23-15-00200-000-0000  
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 Zoning/Map Land Use: R-15, Medium Density Residential

**Request:**  
 1. Subject (1001): Reduce lot and setback from 20 feet to 7 feet.  
 2. Subject (1002): Reduce lot and setback from 7 feet to 3 feet.  
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 4. Subject (1004): Reduce front lot setback from 20 feet to 10 feet.  
 5. Subject (1005): Reduce front lot setback from 20 feet to 10 feet.  
 6. Subject (1006): Reduce front lot setback from 20 feet to 10 feet.

**Section 170.06, F.S., requires that a public hearing be held on all such applications for and zoning, and parking, and other matters.**

**Specific Conditions:**  
 Section 170.06, F.S., requires that a public hearing be held on all such applications for and zoning, and parking, and other matters. Section 170.06, F.S., requires that a public hearing be held on all such applications for and zoning, and parking, and other matters.

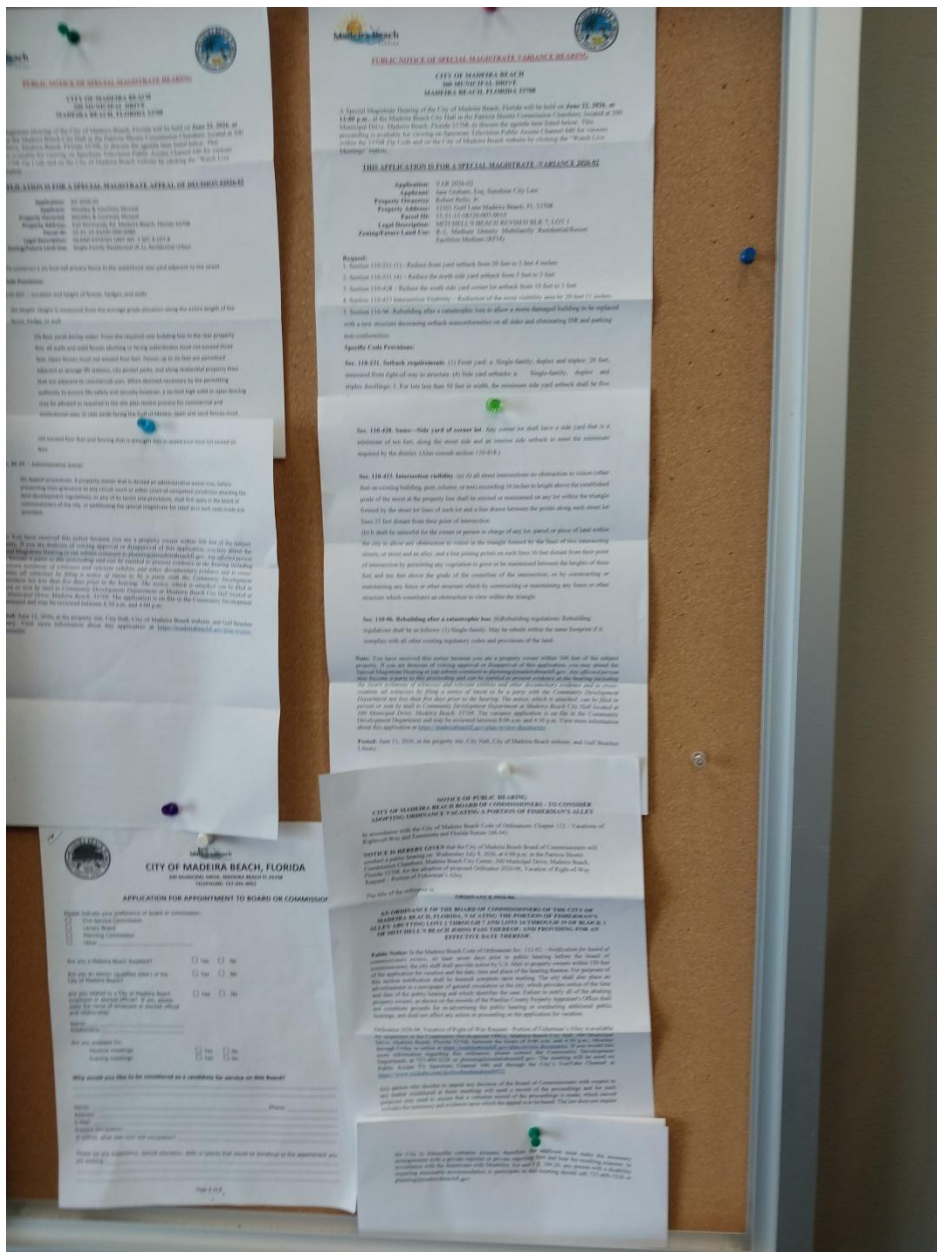
**Section 170.06, F.S., requires that a public hearing be held on all such applications for and zoning, and parking, and other matters.**

**Section 170.06, F.S., requires that a public hearing be held on all such applications for and zoning, and parking, and other matters.**

- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF THE AGENDA**
- 5. PROCLAMATIONS - Mayor**
- 6. PRESENTATIONS (limited to 10 minutes each)**
- 7. PUBLIC COMMENT**
- Public participation is encouraged. If you are addressing your name and address for the record, and the agenda items will be allowed when they come up. If you would like someone at the City to follow up on a comment card are available at the back table in the City Council room.
- For any special public hearing that might be scheduled as part of a special public hearing and can be scheduled at the discretion of the Director and subject to the Director's approval, the applicant must submit a written request to the Director not less than 10 days prior to the hearing.
- 8. APPROVAL OF THE MINUTES**
- A. 05-19-2020, BOC Regular Meeting Minutes
  - B. 05-21-2020, BOC Special Workshop #2 Meeting Minutes
  - C. 05-27-2020, BOC Regular Meeting Minutes
  - D. 05-27-2020, BOC Special Meeting Minutes
- 9. CONSENT AGENDA**
- Any member of the Board of Commissioners can add any item to the Consent Agenda.
- A. 2024 Ford F350 4X4 Dump Truck Purchase
  - B. Amendment to Pinellas County Interlocal Agreement
  - C. Hearing Officers for Post Grievance Hearings
- 10. PUBLIC HEARINGS**
- A. Ordinance 2020-03, 555 15th Avenue Rezoning from Marine Commercial - 2nd Reading & Public Hearing
  - B. Ordinance 2020-06, Variation of Right-of-Way Request - Public Hearing
  - C. Ordinance 2020-03, John's Pass Village Hotel Plans - Reading & Public Hearing
  - D. John's Pass Village Hotel Planned Development (PD) Item
- 11. UNFINISHED BUSINESS**
- A. Resolution 2020-05, Bank Signature Change
- 12. NEW BUSINESS**
- 13. CONTRACT AGREEMENTS**
- A. Approval of Pughback of the City of Belleair Bluff's Improvement Contract for Area 5 and various locations
  - B. Redesign EMS Station Funding Agreement Renewal
- 14. AGENDA SETTING**
- A. Based on Commissioners' Joint Discussion - Civil Service
  - B. Exhibit A.1 DRC Agreement C.A.P. Davis and Cole
  - C. Necessitating density and TRS - LDRs
  - D. 1. Necessitating regulations - LDRs
  - E. RFP for Land Development Regulations and Code of Ordinances
  - F. Limited use parking along Gulf Blvd
  - G. Holiday Decor - Proposal with and without solar option
  - H. Greenbook Agreement
  - I. Resolution 2020-06, Motion on the Collection of Fee Components
- 15. REPORTS/CORRESPONDENCE**
- A. Board of Commissioners - Reports/Correspondence
  - B. Board of Commissioners - 2020 Meetings Report (see City Clerk)
  - C. City Clerk
  - D. City Attorney
  - E. City Manager
- 16. RESPOND TO PUBLIC COMMENTS/QUESTIONS**
- 17. ADJOURNMENT**
- One of more Board or Appointed officials may be in attendance at the meeting and approval of the Board of Commissioners is required for the meeting to be held. The agenda items will be held in the order in which they are listed. The agenda items will be held in the order in which they are listed. The agenda items will be held in the order in which they are listed.

**Madeira Beach**  
**COMMUNITY DEVELOPMENT DEPART**

- BUILDING
- PLANNING
- ZONING
- CODE ENFORCEMENT





# John's Pass Village Hotel Planned Development (PD)

John's Pass Village Hotel Planned Development (PD) Development Agreement

BOC Regular Meeting July 8, 2026

[John's Pass Village Hotel Planned Development \(PD\) Development Agreement \(Revised\)](#)

[John's Pass Village Hotel PD Development Agreement Public Notice](#)

Ordinance 2026-06, Fisherman's Alley - Vacation of ROWs

BOC Regular Meeting July 8, 2026

[Ord 2026-06, \(Fisherman's Alley - Vacation of ROWs\)](#)

[Ord 2026-06, Fisherman's Alley - Vacation of ROWs - BUSINESS IMPACT ESTIMATE](#)

[Ordinance 2026-06, \(Fisherman's Alley - Vacation of ROWs\) Public Notice](#)



**Memorandum**

**Meeting Details:** Board of Commissioners July 8, 2026, 6:00 p.m.

**Prepared For:** Board of Commissioners

**From:** Community Development Department

**Subject:** Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD)  
Rezoning (2<sup>nd</sup> Reading/Public Hearing)

**Request:**

**The applicant is requesting to rezone 1.457 acres from John's Pass Village Activity Center (C-1) to Planned Development (PD) in order to allow for the construction of the following:**

- Hotel: 87 units (24 studios, 32 one-bedroom, 28 two-bedroom, 3 three-bedroom)
- Retail: 7,550 square feet
- 1st Floor Restaurant: 3,350 square feet
- 1st Floor Cafe: 1,000 square feet
- 6th Floor Restaurant: 3,900 square feet
- Event Space: 2,800 square feet

The applicant is requesting Planned Development (PD) flexibility for the following:

- Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE.
- Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE.
- Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial.
- Front setback: 0 feet instead of 10 feet for multi-story buildings.
- Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building.
- Balconies, awnings & roof overhang located over ROW: 6-foot encroachment beyond property line on north and south sides of building.
- Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').

**Applicant/Property Owner:**

JPV Hotel Property, LLC/ JPV Hotel Property, LLC

**Property Address:**

125 129th Avenue East, Madeira Beach, Florida 33708

**Parcel ID Numbers:**

| <b>Parcel ID</b>        | <b>Address</b>     |
|-------------------------|--------------------|
| 15-31-15-58320-001-0020 | 214 Boardwalk Pl E |
| 15-31-15-58320-001-0040 | 210 Boardwalk Pl E |
| 15-31-15-58320-001-0050 | 206 Boardwalk Pl E |
| 15-31-15-58320-001-0060 | 204 Boardwalk Pl E |
| 15-31-15-58320-001-0070 | Boardwalk Pl E     |
| 15-31-15-58320-001-0080 | Boardwalk Pl E     |
| 15-31-15-58320-001-0090 | 146 Boardwalk Pl E |
| 15-31-15-58320-001-0140 | 129th Ave E        |
| 15-31-15-58320-001-0160 | 129th Ave E        |
| 15-31-15-58320-001-0170 | 129th Ave E        |
| 15-31-15-58320-001-0190 | 129th Ave E        |
| 15-31-15-58320-001-0200 | 129th Ave E        |

**Legal Description:**

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**Existing Zoning District:**

C-1, John’s Pass Village Activity Center

**Future Land Use Category:**

Activity Center

**Proposed Zoning District:**

Planned Development (PD)

**Background:**

In 2024, the City of Madeira Beach adopted Ordinance 2023-01, Ordinance 2023-02, Ordinance 2024-09, Ordinance 2024-10, Ordinance 2024-11, and Ordinance 2024-12. These ordinances adopted the John’s Pass Village Activity Center Plan, the John’s Pass Village Activity Center Future Land Use Map Designation, and the C-1, John’s Pass Village Activity Center Zoning District. These adopted ordinances reflect the community’s vision to preserve the character of John’s Pass Village and to very specifically regulate redevelopment.

A Planned Development (PD) is a compatible zoning district category for the John’s Pass Village Activity Center. A Planned Development (PD) located in the John’s Pass Village Activity Center is required to meet the *Section D-113. - Design Standards and Guidelines requirements.*

City Staff received a request to rezone the properties from C-1, John’s Pass Village Activity Center to Planned Development (PD). The proposed associated vacation of right-of-way request, this rezoning, and

the associated development agreement, would allow for the construction of a mixed-use hotel project. The proposed mixed-use hotel will have 87 hotel rooms and 11,900 square feet of ground floor leasable retail and restaurant space.

The applicant has provided an application for unity of title and will be consolidating the parcels prior to permitting.

The required Neighborhood Meeting described in Sec. 110-392 of the city’s code was held on November 13, 2025, at the Cambria Hotel located at 15015 Madeira Way, Madeira Beach, FL 33708. The city received the required written and video recording of the meeting. Sec. 110-397 of the city’s code allows the City Manager to extend the six-month requirement for submittal of completed plans, and on April 14, 2026, acting City Manager Clint Belk extended the deadline by three months. Complete plans including the reviewed Development Agreement were received on April 22, 2026.

**Planned Development (PD) Land Development Regulations:**

The City has two sets of criteria for reviewing Planned Developments as well as a list of required application items. The required items are shown below in *Sec 110-388. Application for PD zoning* and there are two sets of review criteria, the first for the Planning Commission acting as the Local Planning Agency as shown in *Sec. 110-391. Review by local planning agency* and the second set of criteria for review by the City Commission which are shown in *Sec. 110-393. Review by board of commissioners.*

A proposed Planned Development (PD) rezoning must meet the requirements listed below.

**Sec. 110-388. Application for PD zoning.**

(d) The PD preliminary development plan must include all information deemed appropriate, necessary, and relevant by the city to conduct the staff review and, at minimum, must include the following:

(1) A narrative of the PD preliminary development plan (PD report) is required, and must include the following information:

a. How the proposal meets the requirements of the comprehensive plan, land development regulations, and any special area plan standards of the city; and

**Findings: Please see the attached narrative provided by the developer.**

b. How the proposal meets the requirements of the countywide rules; and

**Findings: Please see the attached narrative provided by the developer.**

c. Why the project is requesting flexibility of the land development regulations of the zoning district prior to rezoning to PD; and

**Findings: Please see the attached narrative pages 6 and 7 provided by the developer as to the reasons for the request for flexibility. The applicant is requesting Planned Development (PD) flexibility for the following:**

- o **Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE.**

- **Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE.**
  - **Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial.**
  - **Front setback: 0 feet instead of 10 feet for multi-story buildings.**
  - **Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building.**
  - **Balconies, awnings & roof overhang located over ROW: 6-foot encroachment beyond property line on north and south sides of building.**
  - **Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').**
- d. The impact on neighboring properties in use and development pattern (e.g. setbacks, building heights).

**Findings: Please see the attached narrative provided by the developer.**

- (2) Three hard copies of the signed and sealed preliminary development plan and a digital submission all of which must provide the following:
- a. Legal description, zoning district(s) prior to PD rezoning, future land use (Madeira Beach comprehensive plan) and plan category (countywide plan).

**Findings: Provided. Please see the attached narrative provided by the developer and the cover sheet of the PD Plan Set.**

- b. Existing use(s) and proposed use(s).

**Findings: The existing uses of the property are as a surface parking lot and two retail commercial structures. The parking lot is not approved by the city because the conditions of the previously approved Special Exception Use (SE 2023-01) were not met and the property is subject to daily code enforcement fines. There are two commercial structures with commercial retail uses. The PD Plan Set lists the proposed uses for the project. The proposed uses for the property would include temporary lodging use, commercial retail, restaurant, and off-street parking.**

- c. Site area in square feet and acres.

**Findings: Provided. Provided, see the project data table on the first page of the PD Plan set.**

- d. Signed and sealed survey.

**Findings: A signed and sealed boundary survey has been submitted and is included in the attached drawings.**

- e. Setbacks for zoning district prior to PD rezoning and proposed setbacks.

**Findings: Provided, see the project data table on the first page of the PD Plan set.**

- f. North arrow and scale: engineering scale no smaller than one-inch equals 50 feet.

**Findings: Yes, the scale on the PD Plan set is no smaller than one-inch equals 50 feet.**

- g. Site data table with current standards (for zoning district(s) prior to PD rezoning) and proposed development standards including at a minimum:

- 1. Gross floor area and heated floor area of existing and proposed (in square feet);

**Findings: Provided, see the PD Plan Set.**

- 2. Building coverage (in square feet);

**Findings: Provided, see the project data table on the first page of the PD Plan set.**

- 3. Open space (in square feet);

**Findings: Provided, see the project data table on the first page of the PD Plan set.**

- 4. Impervious surface area (in square feet) and impervious surface ratio;

**Findings: Provided, see the project data table on the first page of the PD Plan set.**

- 5. Density and intensity (including ratios for mixed use);

**Findings: Provided, see the project data table on the first page of the PD Plan set.**

- 6. Quantity and type of parking spaces and parking requirements;

**Findings: Provided, see the project data table on the first page of the PD Plan set.**

- 7. Building height(s) measured from the design flood elevation and the total number of stories, include the maximum allowable height from the zoning district prior to PD rezoning;

**Findings: Provided, see the project data table on the first page of the PD Plan set.**

- 8. Preservation area(s) (in square feet);

**Findings: N/A as no preservation areas have been provided.**

- h. Buffering standards, e.g., design standards to buffer neighboring properties from commercial activities, construction impacts, vehicular traffic, etc.;

**Findings: Please see the attached narrative provided by the developer.**

- i. Solid waste disposal container(s) location and access;

**Findings: Provided, see sheet C3 of the PD Plan set.**

- j. Tree survey, indicating the species and size of all existing trees, four inches or greater caliper measured at breast height;

**Findings: Provided, see the Boundary Survey.**

- k. Landscape design standards and plans that must, at a minimum meet requirements in chapter 106, article II of this Code.

**Findings: Provided, please see the LA Plan set.**

- l. Building envelope and general egress and ingress locations;

**Findings: Provided, see sheet C3 and sheet C4 of the PD Plan set.**

- m. Conceptual stormwater drainage plan based on maximum proposed development coverage adequate to meet the minimum standards of SWFWMD and this Code, to ensure no additional off-site impacts, and to resolve existing drainage problems deemed necessary by the city;

**Findings: Provided, see sheet C3 of the PD Plan set.**

- n. If a dune system impact is anticipated, the concept plan must address proposed changes, reconstruction, and replanting; and

**Findings: N/A. The proposed Planned Development (PD) is not adjacent to a dune system. No impact on a dune system is anticipated.**

- o. Details of any design, performance criteria, or project commitments agreed to at the neighborhood meeting.

**Findings: Preliminary designs were shown at the neighborhood meeting. Commitments made at the meeting include milling and resurfacing Boardwalk Place, a publicly accessible park area, continued access along proposed vacated Fisherman’s Alley to two property owners abutting East End Lane, green space on the east end of the**

**building and the provision of public parking. The developer has included these commitments in the Development Agreement.**

- p. Mobility and access plan indicating:
1. Proposed curb cuts and off-site traffic access management;  
**Findings: Provided, see sheet C3 and sheet C4 of the PD Plan set. The Traffic Study has not identified any required off-site traffic management needs.**
  2. Location and function for required sidewalk, bicycle, and other multimodal improvements;  
**Findings: Provided, see sheet C4 of the PD Plan set.**
  3. On-site circulation; and,  
**Findings: Provided, see sheet C4 of the PD Plan set. The proposed on-site circulation is designed to minimize impact on Boardwalk Place since that street can be closed off to cars for events. Primary entrance to the building will come in from 129th Avenue East, onto the Pelican Lane private street extension and then exit through the parking garage back to 129th Avenue East. There is a minor secondary exit if you do not enter the garage leading to Boardwalk Place. This keeps the major traffic away from Boardwalk Place.**
  4. If impacting a collector or arterial road or required by FDOT, a transportation impact study prepared by a registered Florida engineer for submittal and review by city staff and other governing agencies.  
**Findings: A traffic study was provided and does not indicate any improvements required on FDOT roadways.**
- q. All architectural design standards and guidelines in the comprehensive plan, special area plan or zoning district prior to rezoning PD must be met at a minimum. Additional design specifications can be required as a condition of approval during the public hearing process.  
**Findings: Provided, see the PD Plan Set, Narrative, and the Conceptual Images and Elevations attached.**
- r. Record of notice of, and transcribed and video record of the required neighborhood meeting.  
**Findings: The city has received and posted the transcript of the Neighborhood Workshop meeting on the Agenda and Minutes page. See attached Neighborhood meeting transcript.**

#### **Sec. 110-391. Review by local planning agency.**

The local planning agency (LPA) will review the PD zoning district application and PD preliminary development plan to ensure that the following criteria are met. The LPA must recommend denial if the application fails to meet the following criteria. If the application meets the following criteria, the LPA may recommend approval, approval with conditions, or denial.

- (1) The PD report and preliminary development plan must be consistent with the comprehensive plan, including, but not limited to the future land use map and future land use element goals, objectives, and policies.

**Findings: The PD submitted is consistent with the Comprehensive Plan in regard to the Activity Center uses, future land use map and future land use element goals, objectives, and policies. The proposed project would use by right intensity of 2.0 Floor Area Ratio (FAR) and at a density of 60 temporary lodging units per acre.**

- (2) The PD report and preliminary development plan must promote the project's compatibility with adjacent land uses.

**Findings: The PD submitted is compatible with adjacent land uses. A majority of the adjacent land uses are related to various commercial uses. The proposed rooftop outdoor uses would face other commercial uses. A small number of residential uses are located adjacent to East End Lane. The proposed project has included a landscape buffer setback, the rooftop outdoor space is facing away from East End Lane, and parking garage shielded from the street to minimize the impact to neighboring properties along East End Lane.**

- (3) The PD report and preliminary development plan must take in consideration the public facilities and services available to reasonably assure the city that the demand for services necessitated by the intensity of uses allowed will not exceed the adopted levels of services for such public facilities and services. Consistency will be verified during the construction permitting phase.

**Findings: The applicant has promised to move any services and public facilities impacted by the vacation of Fisherman's Alley, and any facilities within the abutting rights-of-way that will require relocation for construction. The proposed density and intensity meet what has been adopted in the Madeira Beach Comprehensive Plan. For stormwater, all new development and redevelopment, depending on the magnitude of the impervious surface, must provide stormwater drainage retention and treatment for a 10-year frequency, 60-minute storm event. Tampa Bay Water, the regional water supply authority, provides all the potable water needed by its six member governments, including Pinellas County Utilities as an operational entity within Pinellas County. Through the agreement and contract, "Tampa Bay Water is obligated to meet the current and future water needs of its member governments." For solid waste, the capacity exists to serve the project.**

- (4) The PD report and preliminary development plan must not conflict with the public interest and must promote the public health, safety and welfare.

**Findings: The proposed project would not conflict with public interest, public health, safety, and welfare. The proposed project would be replacing a nonconforming surface parking lot and two pre-FIRM commercial structures with a FEMA compliant mixed-use structure that meets current building code, fire code, and other relevant requirements. The proposed project includes a park that will provide additional green space within John's Pass Village that does not currently exist.**

- (5) The PD report and preliminary development plan must be consistent with the intent and purpose of this Code, specifically the criteria contained in section 110-388 and the general criteria required of the board of commissioner's review provided in section 110-393 of this Code.

**Findings: In evaluating the submittal requirements in Sec. 110-388 and the Board of Commissioners review criteria in Sec. 110-393 the plans and documentation submitted are consistent with the requirements.**

**Sec. 110-393. Review by board of commissioners.**

The board of commissioners shall consider the recommendation of the local planning agency while analyzing the PD zoning application and preliminary development plan. The board of commissioners shall review the PD preliminary development plan in conformance with the criteria listed in section 110-388 and the following general conditions:

- (1) Land uses within the development shall be appropriate in their proposed location, in their relationships to each other, and in their relationships with uses and activities on adjacent and nearby properties.

**Findings: This development consists of one primary building containing a mix of uses. The ground floor consists of retail and restaurant storefronts to tie into the exiting retail and restaurant uses in the block and surrounding blocks. All hotel rooms are located above the first floor and the garage which includes public parking spaces is hidden behind the other uses, so parking is not seen from the street front. Access to the garage and stacking of traffic are contained within a private street that has an easement for public access, allowing access mid-block.**

- (2) The development shall comply with the comprehensive plan and shall have positive effect on the surrounding area and city as a whole.

**Findings: The proposed project does comply with the Madeira Beach Comprehensive Plan because the project supports various policies. The project does not change character of John’s Pass Village and supports the policies to attract compatible mixed-use development.**

- (3) Stipulations of approval of a planned development may include requirements to construct improvements, dedicate property and easements, or contribute money to improvements to public facilities such as roadways, medians, sanitary sewer and water facilities, drainage systems, street lighting, landscaping, signage, parks and recreational facilities, walkways and sidewalks, burying of utility lines along abutting rights-of-way or streetscape improvements.

**Findings: There are areas dedicated to public use in the project. There are two easements provided for public access, a Park Easement Agreement and the Pelican Lane Extension Access Agreement. There is also an agreement for the owners and customers of two parcels located along East End Lane for access through the garage to the remainder of Fisherman’s Alley, titled Fisherman’s Alley Garage Access Agreement. The intent is to provide access to these two parcels when needed. These Fisherman’s Alley Garage Access easements are in favor of Pinellas County Parcel Identification Numbers 15-31-15-58320-001-0010 and 15-31-15-97848-002-0020, whose respective addresses are 224 Boardwalk Place E, Madeira Beach, Florida 33708 and 12801 East End Lane, Madeira Beach, Florida 33708. The three easements are included as Exhibits in the Development Agreement.**

**There are improvements to roadways, sidewalks and pedestrian crossings which are shown on the Mobility Access Plan on sheet C4 of the PD Plan set. These improvements include the milling and resurfacing of Boardwalk Place East, new crosswalks on 129<sup>th</sup> Avenue and Boardwalk Place, and 10-foot sidewalks along all three sides of the project.**

**Utility relocations will be needed as part of this project. The staff report and support materials for the Fisherman’s Alley vacation of right-of-way request go into further details. There will be relocation of some utilities in the rights-of-way to help facilitate construction of the project. All of these relocations will be completed and paid for by the applicant.**

- (4) A minimum of a ten-foot wide sidewalk shall be provided along any street right-of-way or on private property by easement dedication to the city if the right-of-way is of insufficient width. The board of commissioners can reduce the minimum sidewalk width if there are engineering or environmental limitations making a ten-foot wide sidewalk not feasible.

**Findings: Provided. See sheet C4 of the PD plan that shows the 10 foot wide sidewalks.**

- (5) The total land area within the development and the area devoted to each functional portion of the development shall be adequate to serve its intended purpose.

**Findings: The land area within the development and the area dedicated to each use are adequate to serve its intended purpose. The proposed project will have adequate loading space, parking, and green space.**

- (6) Streets, utilities, drainage systems, landscaping, recreation areas, building heights, size and scale, and vehicular parking and loading facilities shall be appropriate for the particular use involved, and shall equal or exceed the level of design and construction quality required of similar land development elsewhere in the city.

**Findings: The features of this project meet or exceed the requirements in the city’s code.**

- (7) Visual character and community amenities shall be equal or better in quality than that required by a similar development designed with the zoning district standards prior to rezoning to PD.

**Findings: The proposed project includes a park that will be accessible to the public. Normally a mixed-use development in the Commercial Core Character District would not require having a park, but this park is an amenity that the developer has offered to the public. The code allows for one of the side yard setbacks to be at the property line or 0 feet, in this case the developer has provided greater setbacks on both side yards.**

- (8) Open space shall be adequate for the type of development being proposed.

**Findings: The proposed project would include adequate open space, including a new park adjacent to the hotel and landscaped side yard along East End Lane.**

- (9) Areas proposed for common ownership shall be subject to a reliable and continuing maintenance guarantee.

**Findings: There are no areas proposed for common ownership at this time. The park would still be privately owned by the hotel that is accessible to the public. If this becomes a condo/hotel, the requirements for maintenance of the common areas will be included in the condominium documents.**

- (10) In the case of developments, which are to be constructed in several phases, the proposed phases shall be shown on the overall development plan. The proposed construction phases

shall individually comply with the standards set forth in this section in order that, if for any reason construction ceases prior to completion of the entire planned development, the resulting partially complete project will adequately serve its purchasers and occupants and will not cause a general public problem. Each phase should be able to be completed entirely such that each phase may be independently provided a certificate of occupancy.

**Findings: There is no phasing proposed for this project.**

Lastly, the board of commissioners must review the preliminary development plan in detail. Such drawings shall define the physical character of the project, including all building and architectural treatments. The board of commissioners' review will ensure conformance with the following design standards:

- (1) Treatment of the sides and rear of all buildings within the planned development shall be compatible in amenity and appearance to treatment given to street frontages of the same buildings.

**Findings: The project has shielded the parking garage on all sides of the structure. Ground floor commercial uses would be along 129th Avenue East and Boardwalk Place. In the Commercial Core Character District of the John’s Pass Village Activity Center, ground floor commercial uses are required to make sure new development is compatible with existing development. The building has been designed to create the appearance of multiple smaller buildings using different materials, fenestration, and building elements such as balconies and awnings.**

- (2) All buildings in the layout and design shall be an integral part of the development and have convenient pedestrian access to and from adjacent uses.

**Findings: The proposed project has included 10 feet wide sidewalks adjacent to the structure, a direct crosswalk from the boardwalk, and a pedestrian arcade along Pelican Lane. These proposed improvements will significantly enhance convenient pedestrian access to and from adjacent uses.**

- (3) Individual buildings shall be related to each other in design, mass, materials, placement and connections to provide a visually and physically integrated development.

**Findings: The proposed project has met the design standard requirement to provide the visual appearance of multiple buildings paralleling to the right-of-way. The proposed project has met all the design standard and design guideline requirements in Section D-113. - Design Standards and Guidelines. In this case there is only one primary building and one small accessory building.**

- (4) Landscape treatments for walkways, plazas, arcades, roads, and service and parking areas shall be designed as an integral part of a coordinated landscape design for the entire project area. The landscape plan submittal shall include the anticipated appearance of the trees and landscape materials after five years of growth to visually provide their size and proportion relative to the proposed buildings, view corridors, curb appeal, pedestrian corridors, etc.

**Findings: The landscape plan includes the various requested details.**

- (5) The project's scale, and the size, color and proportion of building elements, components and materials are appropriate and harmonious with surrounding neighborhood characteristics.

**Findings: The proposed project has met all the design standard and design guideline requirements in Section D-113. - Design Standards and Guidelines. The narrative the**

applicant provided goes through how the project met the requirements using various architectural strategies.

- (6) All mechanical equipment, electrical equipment, roof top equipment, refuse areas associated with this project shall not be visible from the public right-of-way.

**Findings: All of these elements have been internalized and are located within the building envelope or on the rooftops. The City's Code in Sec. D-113 requires that all equipment is shielded from public rights-of-way.**

- (7) Appropriate building materials are being used. The use or employment of any of the following is generally considered inappropriate and will not be permitted unless appropriately integrated into a project meeting all other criteria, including aesthetic criteria, of this article:
- a. Corrugated metal siding;
  - b. Prefabricated metal buildings or their components;
  - c. Primary colors or black; and
  - d. False windows or doors, unless used on a parking structure or level to blend into the built environment.
  - e. Unmodified formula and trademark buildings and structures.

**Findings: Provided. Appropriate materials and colors are provided. See Conceptual Images and Elevations.**

- (8) The project's location and design adequately protects or enhances unique site characteristics such as those related to scenic views, natural vistas, waterways or similar features.

**Findings: This site itself has currently has no unique features such as scenic views, natural vistas, waterways or similar features, but is located within Commercial Core Character District which consists of multiple types of retail, restaurant, and tourist lodging. The project has been designed to complement the character district and includes street level restaurant and retail spaces to contribute to the continuity of the block. The proposed hotel on the site will have scenic views of the waterways once constructed.**

- (9) The project appropriately integrates landscape elements into the site plan and building design. Plantings shall be of a size to give the appearance that the project is settled into a mature landscape. The landscape submittal shall include a description of each tree and plant proposed on site by type and details relative to maximum height/size and color at maturity.

**Findings: The landscape plan meets the above criteria. There are very few trees currently on the property. There are some existing palm trees within the public right-of-way surrounding the property. There will be utility relocations during construction which would not allow these trees to survive. The applicant has included a landscaping plan, and will replace the previous trees and bring the property into compliance with the landscape requirements in the Madeira Beach Code of Ordinances. See the LA Plan set.**

**Discussion:**

This item is being reviewed in relation to a request for Vacation of Right-of-Way for a portion of Fisherman's Alley and the Development Agreement related to the Planned Development (PD).

*Section 110-387-Permitted uses and dimensional regulations* includes the following provisions:

*Flexibility in building height may be allowed provided the development is compatible with the surrounding neighborhood. Flexibility in setbacks and step-backs may be allowed provided there is adequate space for site improvements and emergency access; that there is no adverse impact on surrounding properties and there is adequate distance between structures and public or private streets.*

Section 110-387 of the city’s land development regulations also provides:

*Increased flexibility in setbacks, step-backs and height prior to a rezoning to Planned Development if the design of the development includes voluntary provisions for civic or community enhancements such as ground floor retail, expanded setback, enhanced landscaping, sustainable building practices (LEED) and other design enhancements furthering the policies and strategies of the comprehensive plan.*

**The Developer has agreed to provide:**

- 92 parking spaces available to the public at specific limited hourly rates (no more than \$1.00 over the city’s current hourly rate);
- A pedestrian arcade has been provided around a portion of the required ground floor retail and restaurant spaces;
- An extension of Pelican Lane as a private street with a public access easement to provide mid-block vehicle and pedestrian access;
- Green space with restrooms with a public access easement;
- Pedestrian improvements including 10’ wide sidewalks on the three street frontages;
- New crosswalks on Boardwalk Place and 129<sup>th</sup> Avenue;
- Roadway improvement by milling and resurfacing Boardwalk Place
- Ensure access for two properties located adjacent to East End Lane through the garage.

**The applicant is requesting Planned Development (PD) flexibility for the following:**

- Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE;
- Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE;
- Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial;
- Front setback: 0 feet instead of 10 feet for multi-story buildings;
- Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building;
- Balconies, awnings & roof overhang located over ROW: 6-foot encroachment beyond property line on north and south sides of building.
- Visibility Triangle: New building encroaches into 25' property line visibility triangle at the intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').

When rezoning to Planned Development with the future land use of Activity Center, the project shall conform to the entirety of *Section D-113* including design standards and guidelines. This includes items such as materials, finishes, windows and doors, standing seam metal roofs and paint colors. This project is providing these required elements which can be seen in the Conceptual Images and Elevations.

The parking garage is designed to be hidden from view by a liner building on the south, east and west sides which includes ground floor retail / restaurant space along both Boardwalk Place East and 129th Avenue. Access to the parking garage is internal to the project, accessed along the private road which is an extension of Pelican Lane. This private Pelican Lane has an access agreement allowing both vehicular and pedestrian traffic to pass through this mid-block connection. The design of the project also works to minimize the impact on the adjacent small-scale developments on both ends of the project, on the one end by the one-story height at the park and porte-cochere and on the other end by greater setbacks and green space. The top floor of the building is also further stepped back to minimize the appearance of building height.

The Planned Development documents, requests and the above noted design features are consistent with the city’s Comprehensive Plan, the Countywide Plan, and the John’s Pass Village Activity Center Design Standards and Guidelines.

**Fiscal Impact or Other:**

The development agreement related to this requested rezoning requires the applicant to pay for relocating the utilities and for the infrastructure improvements. The city will need to enforce the Development Agreement.

**Staff Recommendation:**

City staff finds that the proposed Planned Development (PD) rezoning is consistent with the city’s Comprehensive Plan, the Countywide Plan, the John’s Pass Village Activity Center Design Standards and Guidelines, and the above criteria for Planned Development review. Based on the criteria allowing flexibility in *Section 110-387-Permitted uses and dimensional regulations* considering the design features, the items the developer is providing and the flexibility allowed by the land development regulations for setbacks, step-backs and height; city staff supports the PD flexibility requests and PD rezoning.

On June 1, 2026, the Planning Commission acting as the Local Planning Agency voted to recommend approval of the rezoning to Planned Development on a 7-0 basis.

On June 10, 2026, the Board of Commissioners voted to move this item to 2<sup>nd</sup> Reading/Public Hearing on July 8, 2026.

**Suggested Motion:**

I, Commissioner \_\_\_\_\_ make a motion to **approve/deny** John's Pass Village Hotel Planned Development Rezoning.

**Attachments:**

- Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning
- Ordinance 2026-05 Business Impact Statement
- Application
- PD Plan Set

PD Narrative (PD Report)  
Conceptual Images and Elevations  
LA Plan Set  
Boundary Survey  
Transcript of Neighborhood Meeting  
Transportation Study  
Public Notices  
Forward Pinellas Response  
Affected Party Submittal

**ORDINANCE 2026-05**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 214 BOARDWALK PLACE EAST, 210 BOARDWALK PLACE EAST, 206 BOARDWALK PLACE EAST, 204 BOARDWALK PLACE EAST, BOARDWALK PLACE EAST (2 PARCELS), 146 BOARDWALK PLACE EAST, 129TH AVE EAST (5 PARCELS), CONSISTING OF APPROXIMATELY 1.457 ACRES, FROM JOHN'S PASS VILLAGE ACTIVITY CENTER (C-1) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

**WHEREAS**, the applicant has requested that said property to be rezoned from C-1 (John's Pass Village Activity Center) to become a Planned Development (PD) District; and

**WHEREAS**, the City of Madeira Beach Comprehensive Plan has been amended to establish the need and basis to further the tourism industry and provide additional flexibility for other types of land use; and the PD District is intended to accommodate integrated and well-designed developments in accordance with approved development plans; and

**WHEREAS**, the PD District is intended to offer flexibility of design and to encourage imaginative, functional, high-quality land planning development for mixed uses and multiple buildings, which is compatible with adjacent and nearby lands and activities; and

**WHEREAS**, the land proposed for development under the PD District may contain a mixture of temporary lodging, residential, commercial, recreational and other uses, as permitted by the land use designation on the site; and

**WHEREAS**, the zoning designation of C-1 and PD are compatible to Activity Center Land Use Category; and

**WHEREAS**, the property owner of the subject property identified in the legal description and further identified as Parcel I.D.s # 15-31-15-58320-001-0020, 15-31-15-58320-001-0040, 15-31-15-58320-001-0050, 15-31-15-58320-001-0060, 15-31-15-58320-001-0070, 15-31-15-58320-001-0080, 15-31-15-58320-001-0090, 15-31-15-58320-001-0140, 15-31-15-58320-001-0160, 15-31-15-58320-001-0170, 15-31-15-58320-001-0190 and 15-31-15-58320-001-0200, and has applied for a change in zoning from C-1 (John's Pass Village Activity Center) to PD (Planned Development); and

**WHEREAS**, the Planning Commission serving as the Local Planning Agency of the City of Madeira Beach has duly considered the type of zoning on said real property, and has recommended that the zoning request be granted; and

**WHEREAS**, the Board of Commissioners has reviewed this rezoning request and finds that a rezoning of the subject property from C-1 (John's Pass Village Activity Center)

to PD (Planned Development) through an approved Development Agreement to be in the best interest of the City.

**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 the subject property described in Exhibit A and Exhibit B be rezoned from C-1 (John’s Pass Village Activity Center) to PD (Planned Development) and that any proposed development of the subject property be regulated through the Development Agreement process.

**Section 2.** This Ordinance shall become effective immediately upon its final passage and adoption.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

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

PASSED ON SECOND READING: \_\_\_\_\_

**Exhibit A**

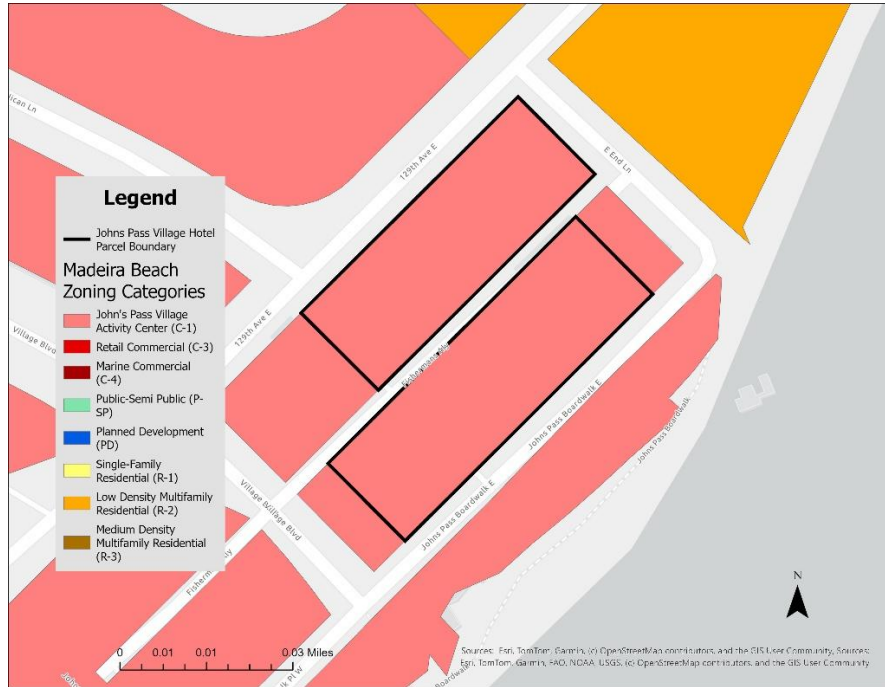
**Parcels:**

| <b>Parcel ID</b>        | <b>Address</b>     |
|-------------------------|--------------------|
| 15-31-15-58320-001-0020 | 214 Boardwalk Pl E |
| 15-31-15-58320-001-0040 | 210 Boardwalk Pl E |
| 15-31-15-58320-001-0050 | 206 Boardwalk Pl E |
| 15-31-15-58320-001-0060 | 204 Boardwalk Pl E |
| 15-31-15-58320-001-0070 | Boardwalk Pl E     |
| 15-31-15-58320-001-0080 | Boardwalk Pl E     |
| 15-31-15-58320-001-0090 | 146 Boardwalk Pl E |
| 15-31-15-58320-001-0140 | 129th Ave E        |
| 15-31-15-58320-001-0160 | 129th Ave E        |
| 15-31-15-58320-001-0170 | 129th Ave E        |
| 15-31-15-58320-001-0190 | 129th Ave E        |
| 15-31-15-58320-001-0200 | 129th Ave E        |

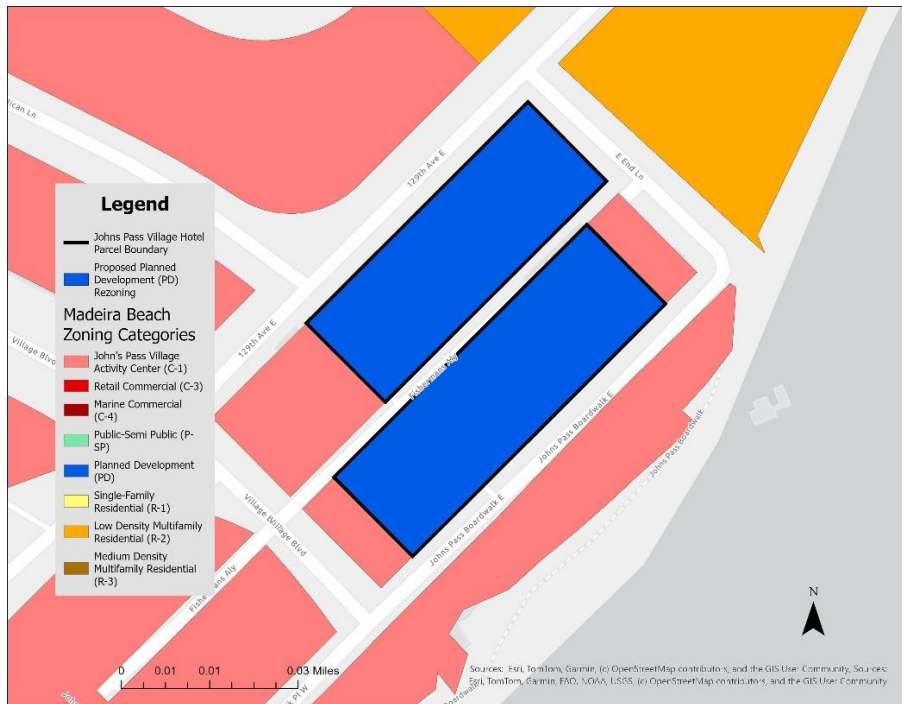
**Legal Description:**

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

### Exhibit B Existing Zoning Map



### Proposed Zoning Map



# Business Impact Estimate

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Madeira Beach's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

## **ORDINANCE 2026-05**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 214 BOARDWALK PLACE EAST, 210 BOARDWALK PLACE EAST, 206 BOARDWALK PLACE EAST, 204 BOARDWALK PLACE EAST, BOARDWALK PLACE EAST (2 PARCELS), 146 BOARDWALK PLACE EAST, 129<sup>TH</sup> AVE EAST (5 PARCELS), CONSISTING OF APPROXIMATELY 1.457 ACRES, FROM JOHN'S PASS VILLAGE ACTIVITY CENTER (C-1) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state 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:

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

- a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

**The applicant is requesting to rezone 1.457 acres from John's Pass Village Activity Center (C-1) to Planned Development (PD).**

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 development agreement related to this proposed rezoning requires the applicant to pay for relocating the utilities and for the infrastructure improvements. The city will need to enforce the Development Agreement.**

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

**This rezoning ordinance is privately requested and only impacts the property owner requesting the rezoning.**

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

*[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of Madeira Beach staff solicited comments from businesses in the City of Madeira Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on the City of Madeira Beach's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].*

**Based on criteria allowing flexibility in Section 110-387 and the provisions in the City Code for Planned Developments, Staff recommends approval based on the design features, the items the developer is providing and the flexibility allowed by the land development regulations the City supports the PD flexibility requests.**



**CITY OF MADEIRA BEACH**  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708  
 (727) 391-9951 EXT. 255 ♦ PLANNING@MADEIRABEACHFL.GOV



Item 10C.

**REZONING APPLICATION FOR PLANNED DEVELOPMENT (PD)**

- PD Zoning Change**..... \$2,500.00  
 Each subsequent submittal (plus hourly rate of assigned staff) is \$500.00
- Development Agreement**..... \$500.00

If the applicant is NOT the property owner, signed and notarized authorization of this rezoning application from the property owner must be submitted with the rezoning application materials

**Applicant**

Name: William Karns Enterprises, Inc  
 Address: 101 150th 150th Avenue, Madeira Beach, Florida 33708  
 Telephone: (727) 367-3000 Email: wkarns@karnsenterprises.com

**Property Owner**

Name: JVP Hotel Property, LLC  
 Address: 101 150th 150th Avenue, Madeira Beach, Florida 33708  
 Telephone: (727) 367-3000 Email: wkarns@karnsenterprises.com

**Name of the Development:** Johns Pass Village Hotel

**Property to be developed:** (Street Address or location of the vacant lot): \_\_\_\_\_

125 129th Avenue East, Madeira Beach, Florida 33708

**Parcel ID(s) of the property to be developed:** See attached development plan, sheet C1 (Cover).

**Legal Description of the property to be developed:** See attached development plan, sheet C1 (Cover).

**Approximate Lot Area:** 59,982 sf square ft. 1.37 acres

**Current Zoning Category:** C-1

**Madeira Beach Future Land Use Category:** Activity Center

**Countywide Plan Map Category:** Activity Center

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

### Instructions for Submittal

Upload this application along with supporting documentation (i.e. PD report and preliminary development plan) and any other material the applicant wants the city to consider to the MGO portal.

Rezoning to Planned Development (PD) requires a neighborhood meeting and multiple public hearings. The applicant is responsible for adhering to the requirements of the neighborhood meeting (Section 110-392) and uploading all required documents to the MGO portal (i.e. mailed notices, records of the neighborhood meeting). City staff will schedule the first public hearing, the local planning agency (planning commission), once the application is complete for full review and city staff have a recommendation on the PD rezoning.

Development agreements must adhere to Section 110-388 Application for PD Zoning, Section 110-396 Changes in development plan, and Chapter 86 Administration, Article IV. Development Agreements of the Madeira Beach Code of Ordinances.

### Madeira Beach Code of Ordinances

#### Reimbursement of expenses (Sec. 110-390)

The applicant shall provide for reimbursement of all expenses incurred by the city, deemed necessary by the city manager or his/her designee, to review and process a planned development (PD) district.

Expenses may include, but are not limited to any technical, engineering, planning, landscaping, surveying, legal or architectural services, and advertising.

Within 30 days of the date of receipt of any invoice for such services, the applicant shall reimburse the city for such costs. Failure by the applicant to make such reimbursement when due shall delay the recording of the approved development order, until paid.

#### Madeira Beach Fees & Collection Procedure Manual

#### Planned Development (PD) and Planned Development Amendments

- (1) Development Meetings – Charged as plan review meetings at the combined hourly rate of all staff assigned by the Planning Director.
- (2) Plan Review
  - a. Preliminary plan and standards review \$1,500.00
  - b. First Plan and Standards Plan Review \$2,500.00
  - c. Each Subsequent Submittal \$500.00
- (3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the planned development agreement \$1,000.00
- (4) Major modifications to be charged by the full rate for a new Planned Development
- (5) Development Agreement application fee of \$500.00 and charges will include all staff and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

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**ALL REZONING APPLICATIONS FOR THE PLANNED DEVELOPMENT (PD) ZONING DISTRICT SHALL INCLUDE A RESPONSE TO THE CRITERIA LISTED BELOW  
(Sec. 110-388):**

Applications for the Planned Development (PD) Zoning District require a preliminary development plan establishing the basis for the proposed planned development. All application fees must be paid prior to city staff reviewing the PD preliminary development plan.

A development agreement is required when rezoning any property to PD and must go to the Local Planning Agency (Planning Commission) at the same public hearing as the rezoning, before the Board of Commissioners as a discussion item at the first public hearing as the rezoning, and before the Board of Commissioners at the second reading and public hearing as the rezoning. See Chapter 86, Administration, Article IV. Development Agreements for more information on development agreements.

If the project proposes using the alternative temporary lodging use standards, the development agreement must also follow all required standards in the Forward Pinellas Countywide Rules. In addition, the proposed intensities and densities cannot exceed the allowable maximums as described in the Madeira Beach Comprehensive Plan.

PD Report

A narrative of the PD preliminary development plan (PD Report) must include the following information:

- a) How the proposal meets the requirements of the comprehensive plan, land development regulations, and any special area plan standards of the City; and
- b) How the proposal meets the requirements of the Countywide Rules; and
- c) Why the project is requesting flexibility of the land development regulations of the zoning district prior to rezoning to PD; and
- d) The impact on neighboring properties in use and development pattern (e.g. setbacks, building heights).

Preliminary Development Plans

Three hard copies of the signed and sealed preliminary development plan and a digital submission all of which must provide the following:

- a) Legal description, zoning district(s) prior to PD rezoning, future land use (Madeira Beach comprehensive plan) and plan category (Countywide Plan).
- b) Existing use(s) and proposed use(s).
- c) Site area in square feet and acres.
- d) Signed and sealed survey.
- e) Setbacks for zoning district prior to PD rezoning Current required and proposed setbacks.
- f) North arrow and scale: engineering scale no smaller than one inch equals 50 feet.
- g) Site data table with current standards (for zoning district(s) prior to PD rezoning) and proposed development standards including at a minimum:
  1. Gross floor area and heated floor area of existing and proposed (in square feet);
  2. Building coverage (in square feet);
  3. Open space (in square feet);
  4. Impervious surface area (in square feet) and impervious surface ratio;
  5. Density and intensity (including ratios for mixed use);

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6. Quantity and type of parking spaces and parking requirements;
  7. Building height(s) measured from the design flood elevation and the total number of stories, include the maximum allowable height from the zoning district prior to PD rezoning;
  8. Preservation area(s) (in total square feet);
- h) Buffering standards, e.g., design standards to buffer neighboring properties from commercial activities, construction impacts, vehicular traffic, etc.;
  - i) Solid waste disposal container(s) location and access;
  - j) Tree survey, indicating the species and size of all existing trees, four inches or greater caliper measured at breast height;
  - k) Landscape design standards and plans that must, at a minimum meet requirements in Chapter 106, Article II of this Code.
  - l) Building envelope and general egress, and ingress locations;
  - m) Conceptual stormwater drainage plan based on maximum proposed development coverage adequate to meet the minimum standards of SWFWMD and this Code, to ensure no additional off-site impacts, and to resolve existing drainage problems deemed necessary by the city;
  - n) If a dune system impact is anticipated, the concept plan must address proposed changes, reconstruction, and replanting; and
  - o) Details of any design, performance criteria, or project commitments agreed to at the neighborhood meeting.
  - p) Mobility and access plan indicating:
    1. Proposed curb cuts and off-site traffic access management;
    2. Location and function for required sidewalk, bicycle, and other multimodal improvements;
    3. On-site circulation; and,
    4. If impacting a collector or arterial road or required by FDOT, a transportation impact study prepared by a registered Florida engineer for submittal and review by city staff and other governing agencies.
  - q) All architectural design standards and guidelines in the comprehensive plan, special area plan or zoning district prior to rezoning PD must be met at a minimum. Additional design specifications can be required as a condition of approval during the public hearing process.
  - r) Record of notice of, and transcribed and video record of the required neighborhood meeting.

### **Local Planning Agency (Planning Commission) Review (Section 110-391)**

The local planning agency (LPA) will review the PD zoning district application and PD Preliminary development plan to ensure the following criteria are met. The LPA must recommend denial if the application fails to meet the following criteria. If the application meets the following criteria, the LPA may recommend approval, approval with conditions, or denial.

- 1) The PD report and preliminary development plan must be consistent with the comprehensive plan, including, but not limited to the future land use map and future land use element goals, objectives, and policies.
- 2) The PD report and preliminary development plan must promote the project's compatibility with adjacent land uses.
- 3) The PD report and preliminary development plan must take in consideration the public facilities and services available to reasonably assure the city that the demand for services necessitated by the intensity of uses allowed will not exceed the adopted levels of services for such public facilities and services. Consistency will be verified during the construction permitting phase.

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- 4) The PD report and preliminary development plan must not conflict with the public interest and must promote the public health, safety and welfare.
- 5) The PD report and preliminary development plan must be consistent with the intent and purpose of this Code, specifically the criteria contained in section 110-388 and the general criteria required of the board of commissioner's review provided in section 110-393 of this Code.

### **Board of Commissioners Review (Section 110-393)**

The board of commissioners shall consider the recommendation of the local planning agency while analyzing the PD zoning application and preliminary development plan. The board of commissioners shall review the PD preliminary development plan in conformance with the criteria listed in section 110-388 and the following general conditions:

- (1) Land uses within the development shall be appropriate in their proposed location, in their relationships to each other, and in their relationships with uses and activities on adjacent and nearby properties.
- (2) The development shall comply with the comprehensive plan and shall have positive effect on the surrounding area and city as a whole.
- (3) Stipulations of approval of a planned development may include requirements to construct improvements, dedicate property and easements, or contribute money to improvements to public facilities such as roadways, ~~new~~ medians, sanitary sewer and water facilities, drainage systems, street lighting, landscaping, signage, parks and recreational facilities, walkways and sidewalks, burying of utility lines along abutting rights-of-way or streetscape improvements.
- (4) A minimum of a ten-foot wide sidewalk shall be provided along any street right-of-way or on private property by easement dedication to the city if the right-of-way is of insufficient width. The board of commissioners can reduce the minimum sidewalk width if there are engineering or environmental limitations making a ten-foot wide sidewalk not feasible.
- (5) The total land area within the development and the area devoted to each functional portion of the development shall be adequate to serve its intended purpose.
- (6) Streets, utilities, drainage systems, landscaping, recreation areas, building heights, size and scale, and vehicular parking and loading facilities shall be appropriate for the particular use involved, and shall equal or exceed the level of design and construction quality required of similar land development elsewhere in the city.
- (7) Visual character and community amenities shall be equal or better in quality than that required by a similar development designed with the zoning district standards prior to rezoning to PD.
- (8) Open space shall be adequate for the type of development being proposed
- (9) Areas proposed for common ownership shall be subject to a reliable and continuing maintenance guarantee.
- (10) In the case of developments, which are to be constructed in several phases, the proposed phases shall be shown on the overall development plan. The proposed construction phases shall individually comply with the standards set forth in this section in order that, if for any reason construction ceases prior to completion of the entire planned development, the resulting partially complete project will adequately serve its purchasers and occupants and will

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not cause a general public problem. Each phase should be able to be completed entirely such that each phase may be independently provided a Certificate of Occupancy.

Lastly, the board of commissioners must review the preliminary development plan in detail. Such drawings shall define the physical character of the project, including all building and architectural treatments. The board of commissioners' review will ensure conformance with the following design standards:

- (1) Treatment of the sides and rear of all buildings within the planned development shall be compatible in amenity and appearance to treatment given to street frontages of the same buildings.
- (2) All buildings in the layout and design shall be an integral part of the development and have convenient pedestrian access to and from adjacent uses.
- (3) Individual buildings shall be related to each other in design, mass, materials, placement and connections to provide a visually and physically integrated development.
- (4) Landscape treatments for walkways, plazas, arcades, roads, and service and parking areas shall be designed as an integral part of a coordinated landscape design for the entire project area. The landscape plan submittal shall include the anticipated appearance of the trees and landscape materials after five years of growth to visually provide their size and proportion relative to the proposed buildings, view corridors, curb appeal, pedestrian corridors, etc.
- (5) The project's scale, and the size, color and proportion of building elements, components and materials are appropriate and harmonious with surrounding neighborhood characteristics.
- (6) All mechanical equipment, electrical equipment, roof top equipment, refuse areas associated with this project shall not be visible from the public right-of-way.
- (7) Appropriate building materials are being used. The use or employment of any of the following is generally considered inappropriate and will not be permitted unless appropriately integrated into a project meeting all other criteria, including aesthetic criteria, of this article:
  - a. Corrugated metal siding;
  - b. Prefabricated metal buildings or their components;
  - c. Primary colors or black;
  - d. False windows or doors, unless used on a parking structure or level to blend into the built environment; and
  - e. Unmodified formula and trademark buildings and structures.
- (8) The project's location and design adequately protects or enhances unique site characteristics such as those related to scenic views, natural vistas, waterways or similar features.
- (9) The project appropriately integrates landscape elements into the site plan and building design. Plantings shall be of a size to give the appearance that the project is settled into a mature landscape. The landscape submittal shall include a description of each tree and plant proposed on site by type and details relative to maximum height/size and color at maturity.

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## Time limitations (Sec. 110-397)

- (a) Upon failure to complete plans for the proposed development plan within six months of the neighborhood information meeting; the application shall be null and void. No further review or processing of that application shall occur and there shall be no refund of the application fee. The city manager may administratively grant an extension of up to three months upon determination that a good faith effort to submit plans has been made.
- (b) Upon failure to complete plans for the proposed development plan within six months of receiving the technical review comments of the city staff and reviewing agencies; the application shall be null and void. No further review or processing of that application shall occur and there shall be no refund of the application fee or any site plan review fee. The city manager may administratively grant an extension of up to three months upon determination that a good faith effort to submit plans has been made.
- (c) Upon the effective date of an ordinance authorizing a PD district, construction shall commence within 24 months.
- (d) Upon application filed prior to or on the date of commencement set forth in (c), the city manager may grant a one-year extension of the commencement date upon a determination that a good faith effort to commence construction prior to the commencement date has been made. The city manager may administratively grant up to three one-year extensions. Thereafter, the board of commissioners by resolution may grant a one-year extension of the commencement date upon a determination that a good faith effort to commence construction prior to the commencement date has been made.
- (e) Upon failure to commence construction within the specified time or failure to comply with Section 104.5 of the Florida Building Code:
  - (1) The ordinance rezoning this site to PD shall be automatically deemed repealed;
  - (2) The zoning for the site shall revert to the zoning classification that existed on the site prior to approval thereof; and
  - (3) No further development shall occur on site and no building permit or development order shall be issued thereafter under the terms of the PD district.
- (f) "Construction" for purposes of this section, shall mean obtaining a building permit for a structure or structures authorized in the PD district and initiating substantial site and structural improvements, not including land clearing, land filling and soil compaction.

**CERTIFICATION**

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the facts concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules and regulations pertaining to the subject property.

I hereby certify that I have read Section 110-390 and understand that I must reimburse the City for all expenses it incurred to review and process this application. These expenses may include, but are not limited to, any technical, engineering, planning, landscaping, surveying, legal or architectural services and advertising. I will reimburse the city for these expenses within 30 days of receipt of the city's invoice. I understand that if I fail to reimburse the city within 30 days the recording of the approved development order will be delayed until the city is paid.

***I have received a copy of Sec. 110-388. - Application for PD zoning, read and understand the reasons necessary for granting this application and the procedure, which will take place at the required Public Hearings.***

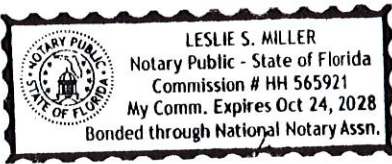
Property Owner's Signature: [Handwritten Signature] Date: 3-29-25

STATE OF Florida COUNTY OF Pinellas

Before me, this 29th day of April, 2025, appeared in person

William Karns who, being sworn, deposes and says that the forgoing  
(name of property owner)  
is true and correct certification and who is  personally know to me or has produced  
as identification.

[Handwritten Signature: Leslie S. Miller] Commission Expires: 10/24/2028  
(notary signature) Stamp



***NOTICE: Persons are advised that, if they decide to appeal any decision made at any public hearing associated with this application, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.***

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

# JOHNS PASS VILLAGE RESORT PLANNED DEVELOPMENT PLAN

SECTION 15, TOWNSHIP 31 S, RANGE 15 E  
MADEIRA BEACH, FLORIDA

SITE DATA TABLE

| SITE DATA TABLE          |   |   |  |
|--------------------------|---|---|--|
| Site Address             | 125 129th Avenue East, Madeira Beach, Florida 33708   |   |  |
| Parcel ID Numbers        | 15-31-15-58320-001-0020<br>15-31-15-58320-001-0060<br>15-31-15-58320-001-0090<br>15-31-15-58320-001-0170  | 15-31-15-58320-001-0040<br>15-31-15-58320-001-0070<br>15-31-15-58320-001-0140<br>15-31-15-58320-001-0190  | 15-31-15-58320-001-0050<br>15-31-15-58320-001-0080<br>15-31-15-58320-001-0160<br>15-31-15-58320-001-0200   |
| Flood Zone               | Parcels are in flood zone "AE (EL 10)" and "AE (EL 11)" and "VE (EL 13)", according to the flood insurance rate map, map numbers: 12103C0191H and 12103C0192H, map effective date, August 21, 2021, as provided by the Federal Emergency Management Agency. This parcel, or a portion thereof, appears to be in the Coastal "A" zone.   |   |  |
| Proposed Uses            | Hotel: 87 units (24 studios, 32 one-bedroom, 28 two-bedroom, 3 three-bedroom)<br>Retail: 7,550 square feet<br>1st Floor Restaurant: 3,350 square feet (134 seats: 1 per 25 square feet)<br>1st Floor Café: 1,000 square feet (40 seats: 1 per 25 square feet)<br>6th Floor Restaurant: 3,900 square feet (260 seats: 1 per 15 square feet of dining space)<br>Event Space: 2,800 square feet (187 seats: 1 per 15 square feet)  |   |  |
| Existing Zoning          | C-1, John's Pass Village Activity Center (Commercial Core)  |   |  |
| Site Area                | North Parcels:<br>South Parcels:<br>Vacated Alley:<br>Total:  | 27,952 square feet<br>31,928 square feet<br>3,604 square feet<br>63,484 square feet   | 0.642 acres<br>0.733 acres<br>0.083 acres<br>1.457 acres   |
| Lot Width (129th Ave)    | Required: 40 feet   | Proposed: 280 feet  |  |
| Lot Width (Boardwalk Pl) | Required: 40 feet   | Proposed: 320 feet  |  |
| Lot Depth                | Required: 80 feet   | Proposed: 100 feet  |  |
| Allowable Building Area  | 63,484 square feet x 2.0:   | 126,968 square feet   |  |
| Allowable Density        | 1.457 acres x 60:   | 87 units  |  |
| Existing Building Area   | 15-31-15-58320-001-0090<br>15-31-15-58320-001-0130<br>Total:  | 2,200 square feet<br>924 square feet<br>3,124 square feet   | Retail (to be demolished)<br>Retail (to be demolished)   |
| Proposed Building Area   | New Hotel:<br>New Restrooms:<br>Total:  | 126,744 square feet<br>224 square feet<br>126,968 square feet   |  |
| Proposed Density         | New:  | 87 units  | 59.7 units per acre  |
| Allowable ISR            |   | 53,961 square feet  | 85.0% of site  |
| Proposed ISR             | Building Footprint:<br>Arcade/Porte Cochere:<br>Paving/Sidewalk:<br>Total:  | 41,628 square feet<br>6,714 square feet<br>5,352 square feet<br>53,278 square feet  | 65.6% of site<br>10.6% of site<br>8.4% of site<br>84.6% of site  |
| Open Space               | Landscaping:<br>Permeable Pavers:<br>Total:   | 7,560 square feet<br>2,230 square feet<br>9,790 square feet   | 11.9% of site<br>3.5% of site<br>15.4% of site   |
| Required Parking         | Hotel units (2 bedrooms):<br>Hotel units (3 bedrooms):<br>1st Floor Retail:<br>1st Floor Restaurant:<br>Hotel Café and Restaurant:<br>Event Space:<br>Pool and pool terrace:<br>Subtotal:<br>50% Johns Pass Activity Center Reduction:  | 84 x 1.2<br>3 x 2.2<br>7,550 sf / 300<br>134 seats / 4<br>19 employees / 2<br>300 seats/4<br>41 employees / 2<br>187 seats / 6 seats<br>9,500/200<br>349.8 spaces<br>175 spaces | 100.8 spaces<br>6.6 spaces<br>25.2 spaces<br>33.5 spaces<br>9.5 spaces<br>75.0 spaces<br>20.5 spaces<br>31.2 spaces<br>47.5 spaces<br>349.8 spaces<br>175 spaces |
| Proposed Parking         | Hotel Parking:<br>Paid Public Parking:<br>Total Parking:  | 175 spaces<br>92 spaces<br>267 spaces (including 2 van accessible and 6 handicap spaces)  |  |
| Allowable Height         | Lots over 0.5 acres:  | 55 feet above DFE   | 4 stories over ground floor commercial   |
| Proposed Height          |   | 79 feet above DFE   | 5 stories over ground floor commercial   |
| Allowable Setbacks       | Front Yard:<br>(129th and Boardwalk)<br><br>Street Side Yard:<br>Interior Side Yard:  | Multi-story buildings<br>One-story buildings<br>Stairs, elevators<br>Balconies, awnings   | 10 feet<br>0 feet<br>0 feet<br>0 foot encroachment over ROW<br>10 feet<br>10 feet on one side  |
| Proposed Setbacks        | Front Yard:<br>(129th and Boardwalk)<br><br>Street Side Yard:<br>Interior Side Yard:  | First five stories<br>Sixth floor<br>Balconies, awnings<br>One-story restroom building<br><br>Hotel<br>Park Trash Room, Restrooms   | 0 feet<br>10 feet<br>6 foot encroachment<br>0 feet<br>10 feet<br>8 feet<br>1 foot  |
| PD                       | PD flexibility requested for the following:<br>Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE<br>Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE<br>Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial<br>Front setback: 0 feet instead of 10 feet for multi-story buildings<br>Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building<br>Balconies, awnings & roof overhang located over ROW:<br>6 foot encroachment beyond property line on north and south sides of building<br>Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6'). |   |  |

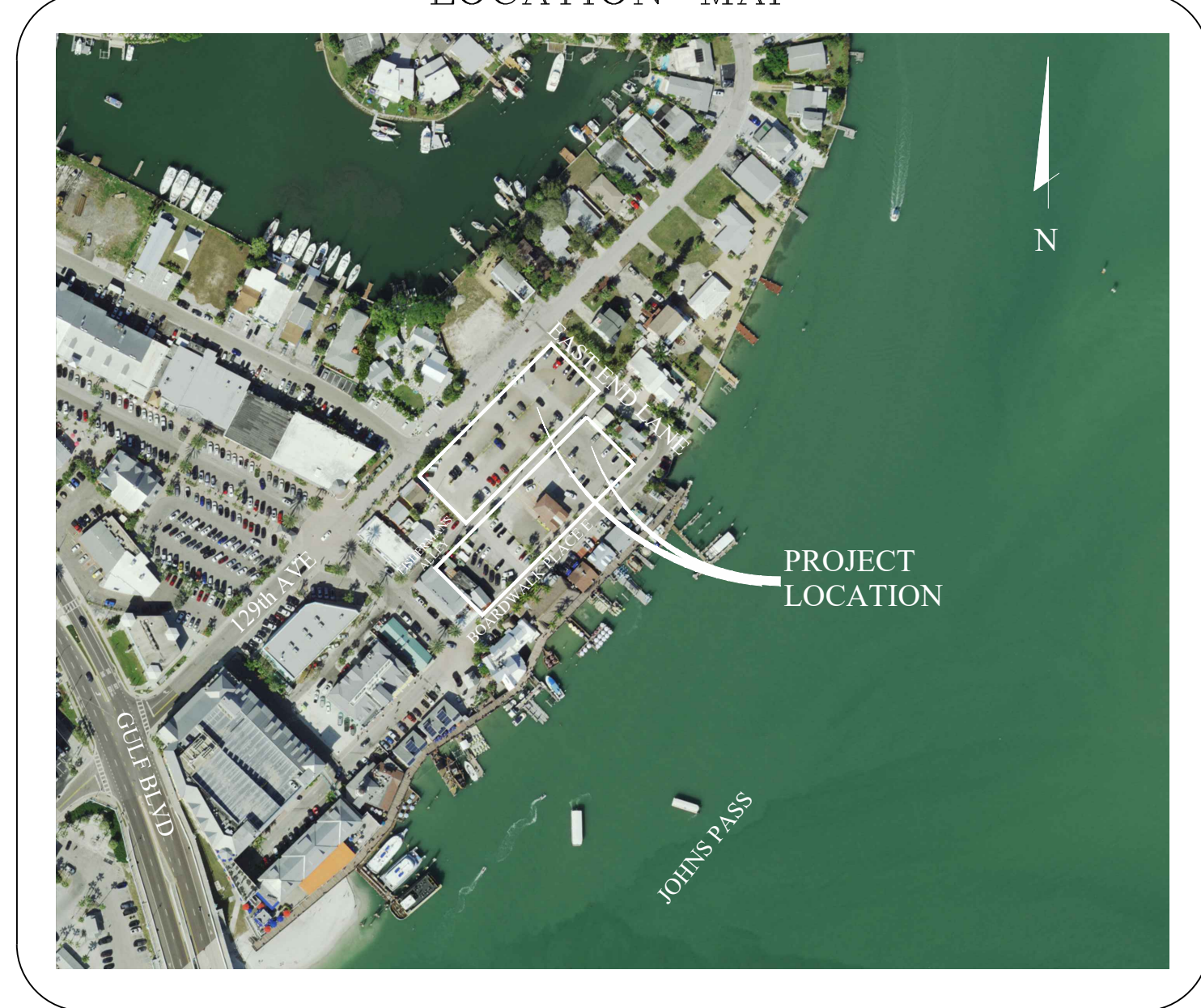
DRAWING INDEX

| SHEET | TITLE                    |
|-------|--------------------------|
| C1    | COVER SHEET              |
| C2    | EXISTING CONDITIONS      |
| C3    | PLANNED DEVELOPMENT PLAN |
| C4    | MOBILITY ACCESS PLAN     |
| C5    | UTILITY PLAN             |
| C6    | PLANNED DEVELOPMENT PLAN |

LEGAL DESCRIPTION

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20,  
BLOCK 1, MITCHELL'S BEACH, ACCORDING TO  
THE MAP OR PLAT THEREOF, AS RECORDED IN  
PLAT BOOK 3, PAGE 54, OF THE PUBLIC  
RECORDS OF PINELLAS COUNTY, FLORIDA.

LOCATION MAP



PROJECT DIRECTORY

**OWNERS:** JVP HOTEL PROPERTY, LLC  
101 150TH AVENUE  
MADEIRA BEACH, FL 33708

**DEVELOPER:** WILLIAM KARNES ENTERPRISES, INC  
101 150TH AVENUE  
MADEIRA BEACH, FL 33708  
PHONE: 727-367-3000

**CIVIL ENGINEER:** GULF COAST CONSULTING, INC  
13825 ICOT BOULEVARD, SUITE 605  
CLEARWATER, FL 33760  
PHONE: 727-524-1818  
ATTN: SEAN P. CASHEN, P.E. 42505

**SURVEYOR:** GEODATA SERVICES, INC  
1166 KAPP DRIVE1  
CLEARWATER, FL 33765  
PHONE: 727-447-1763

PREPARED FOR:

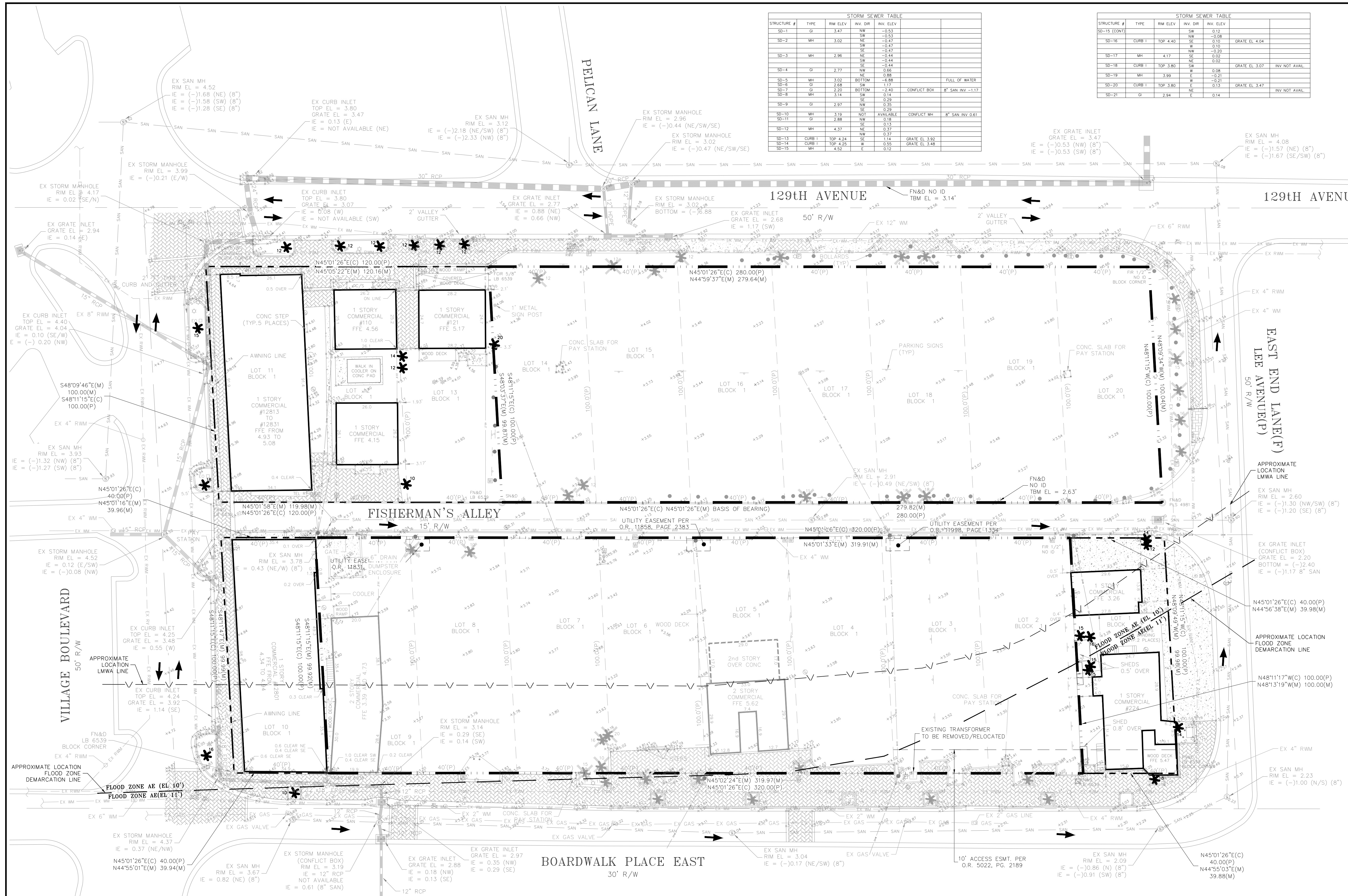
**WILLIAM KARNES ENTERPRISES, INC**  
101 150th AVENUE  
MADEIRA BEACH, FL 33708



**Gulf Coast Consulting, Inc.**  
Land Development Consulting  
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Clearwater, Florida 33760  
Phone: (727) 524-1818 Fax: (727) 524-6090  
[www.gulfcoastconsultinginc.com](http://www.gulfcoastconsultinginc.com)

25-003  
DATE: 04/03/2025  
REVISED: 03/13/2026  
JOHNS PASS VILLAGE RESORT

SEAN P. CASHEN  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
LICENSE NO. 42505  
THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY  
SEAN P. CASHEN  
ON THE DATE INDICATED HERE.  
PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES.



| STRUCTURE # | TYPE   | RIM ELEV | INV DIR | INV ELEV |
|-------------|--------|----------|---------|----------|
| SD-1        | GI     | 3.47     | NW      | -0.53    |
| SD-2        | MH     | 3.02     | SW      | -0.53    |
| SD-3        | MH     | 2.96     | NE      | -0.47    |
| SD-4        | GI     | 2.77     | SW      | -0.44    |
| SD-5        | MH     | 3.02     | SW      | 0.66     |
| SD-6        | GI     | 2.68     | SW      | 1.17     |
| SD-7        | GI     | 2.20     | SE      | -2.40    |
| SD-8        | MH     | 3.14     | SW      | 0.14     |
| SD-9        | GI     | 2.97     | SW      | 0.29     |
| SD-10       | MH     | 3.19     | SW      | 0.35     |
| SD-11       | GI     | 2.88     | NW      | 0.18     |
| SD-12       | MH     | 4.37     | NE      | 0.37     |
| SD-13       | CURB I | TOP 4.24 | SE      | 1.14     |
| SD-14       | CURB I | TOP 4.25 | W       | 0.55     |
| SD-15       | MH     | 4.52     | E       | 0.12     |

| STRUCTURE # | TYPE   | RIM ELEV | INV DIR | INV ELEV |
|-------------|--------|----------|---------|----------|
| SD-15 (CON) |        |          |         |          |
| SD-16       | CURB I | TOP 4.40 | NW      | -0.08    |
| SD-17       | MH     | 4.17     | SE      | 0.10     |
| SD-18       | CURB I | TOP 3.60 | NE      | -0.20    |
| SD-19       | MH     | 3.99     | E       | 0.02     |
| SD-20       | CURB I | TOP 3.80 | E       | 0.13     |
| SD-21       | GI     | 2.94     | E       | 0.14     |

**FLOOD ZONE NOTE:**  
 SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONES AE (EL 10), AE (EL 11) & VE (EL 13), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12103C0191H & 12103C0192H, DATED AUGUST 24, 2021. THIS PARCEL, OR A PORTION THEREOF, APPEARS TO BE IN A COASTAL "A" ZONE.

**DATUM NOTE:**  
 THE VERTICAL DATA SHOWN HERE ARE THE RESULTS OF A CONTROL SURVEY PERFORMED BY GLOBAL POSITIONING SYSTEM (GPS) METHODS. THIS GPS SURVEY WAS PERFORMED BY A CREW FROM GEODATA SERVICES, INC., CLEARWATER, FLORIDA, AND ESTABLISHED BY GPS OBSERVATIONS USING 3 SOKKIA STRATUS RECEIVERS - STATIC LI GPS SYSTEM, AND ADJUSTED WITH SOKKIA SPECTRUM V4.21 SOFTWARE. VERTICAL DATA SHOWN HEREON ARE IN NAVD 88, FLORIDA WEST ZONE; HOLDING PBE 147 USE HAVING A PID NUMBER OF AG0767 AND A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK DESIGNATED BM 15-90-DA-25A TO SET A SITE TBM.

- SYMBOL LEGEND**
- ⊠ = Backflow Preventor
  - ⊞ = Cable Box
  - ⊞ = Centerline
  - ⊞ = Cleanout
  - ⊞ = Decorative Light
  - ⊞ = Drainage Manhole
  - ⊞ = Fire Hydrant
  - ⊞ = Grease Trap
  - ⊞ = Guy Anchor
  - ⊞ = Handicap
  - ⊞ = Lightpole
  - ⊞ = Mailbox
  - ⊞ = Power Box
  - ⊞ = Sanitary Manhole
  - ⊞ = Sign
  - ⊞ = Grate Inlet
  - ⊞ = Spot Elevation
  - ⊞ = Telephone Box
  - ⊞ = Utility Pole
  - ⊞ = Water Meter
  - ⊞ = Water Valve
  - ⊞ = Well

| MANHOLE # | RIM ELEV | INV DIR | INV ELEV | PIPE SIZE IN INCHES |
|-----------|----------|---------|----------|---------------------|
| SS-1      | 4.08     | NE      | -1.57    | 8"                  |
|           |          | SW      | -1.67    | 8"                  |
|           |          | SE      | -1.67    | 8"                  |
| SS-2      | 2.80     | NW      | -1.30    | 8"                  |
|           |          | SW      | -1.30    | 8"                  |
| SS-3      | 2.91     | NE      | -0.49    | 8"                  |
|           |          | SW      | -0.49    | 8"                  |
| SS-4      | 3.78     | NE      | 0.43     | 8"                  |
|           |          | W       | 0.43     | 8"                  |
| SS-5      | 2.23     | N       | -1.00    | 8"                  |
|           |          | SW      | -0.86    | 8"                  |
| SS-6      | 2.09     | SW      | -0.91    | 8"                  |
| SS-7      | 3.04     | NE      | -0.17    | 8"                  |
|           |          | SW      | -0.17    | 8"                  |
| SS-8      | 3.67     | NE      | 0.82     | 8"                  |
|           |          | SE      | -2.18    | 8"                  |
| SS-9      | 3.12     | NE      | -2.18    | 8"                  |
|           |          | SW      | -2.18    | 8"                  |
| SS-10     | 4.52     | NW      | -2.33    | 8"                  |
|           |          | SW      | -1.58    | 8"                  |
| SS-11     | 3.93     | NW      | -1.32    | 8"                  |
|           |          | SW      | -1.27    | 8"                  |

DESIGNED: SPC  
 DRAWN: MKC  
 CHECKED: SPC  
 DATE: 03/20/25

**Gulf Coast Consulting, Inc.**  
 Land Development Consulting  
 ENGINEERING TRANSPORTATION PLANNING PERMITTING  
 13825 ICOT BLVD., SUITE 605  
 CLEARWATER, FLORIDA 33760  
 Phone: (727) 524-1818 Fax: (727) 524-6090  
 WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
 101 150th AVENUE  
 MADEIRA BEACH, FL 33708  
 PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 EXISTING CONDITIONS PLAN

| NO | DATE     | REVISIONS                        |
|----|----------|----------------------------------|
| 1  | 03/09/26 | REVISED FLOOD ZONES & LWMVA LINE |

SEAN P. CASHEN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 42909

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SEAN P. CASHEN ON THE DATE INDICATED HERE.

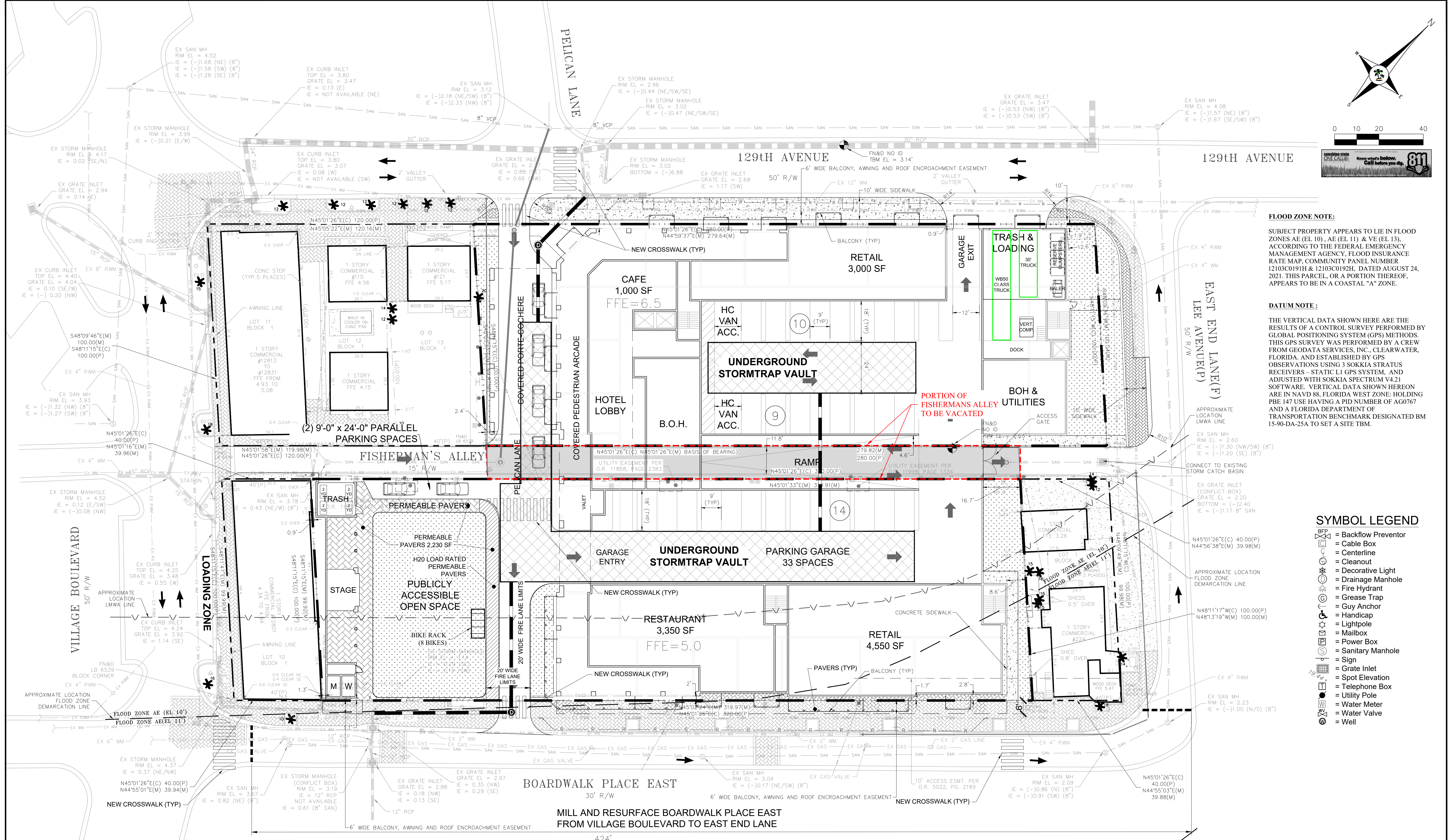
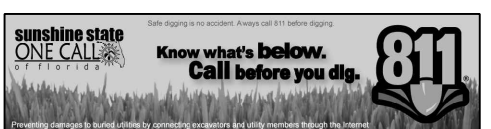
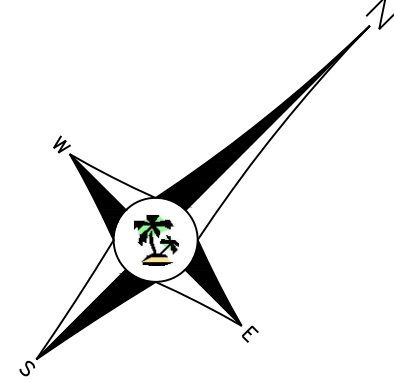
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SEAN P. CASHEN, P.E. #42505  
 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER  
 GULF COAST CONSULTING, INC.  
 CERTIFICATE OF AUTHORIZATION No. 9774

DATE: 03/20/25

SHEET: 25-003

**C2**



**FLOOD ZONE NOTE:**  
 SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONES AE (EL 10), AE (EL 11) & VE (EL 13), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12103C0191H & 12103C0192H, DATED AUGUST 24, 2021. THIS PARCEL, OR A PORTION THEREOF, APPEARS TO BE IN A COASTAL "A" ZONE.

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DESIGNED: SPC  
 DRAWN: MKC  
 CHECKED: SPC  
 QC:



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 MADEIRA BEACH, FL 33708  
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SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 PLANNED DEVELOPMENT PLAN

| NO | DATE     | REVISIONS                           |
|----|----------|-------------------------------------|
| 6  | 03/13/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 5  | 01/16/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 4  | 12/04/25 | REVISED PER SITE PLAN MODIFICATIONS |
| 3  | 10/27/25 | REVISED PER SITE PLAN MODIFICATIONS |
| 2  | 10/20/25 | REVISED PER SITE PLAN MODIFICATIONS |
| 1  | 08/26/25 | REVISED PER SITE PLAN MODIFICATIONS |

SEAN P. CASHEN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 42909

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SEAN P. CASHEN, ON THE DATE INDICATED HERE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SEAN P. CASHEN, P.E. #42505  
 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER  
 GULF COAST CONSULTING, INC.  
 CERTIFICATE OF AUTHORIZATION NO. 9774

DATE: 03/20/25

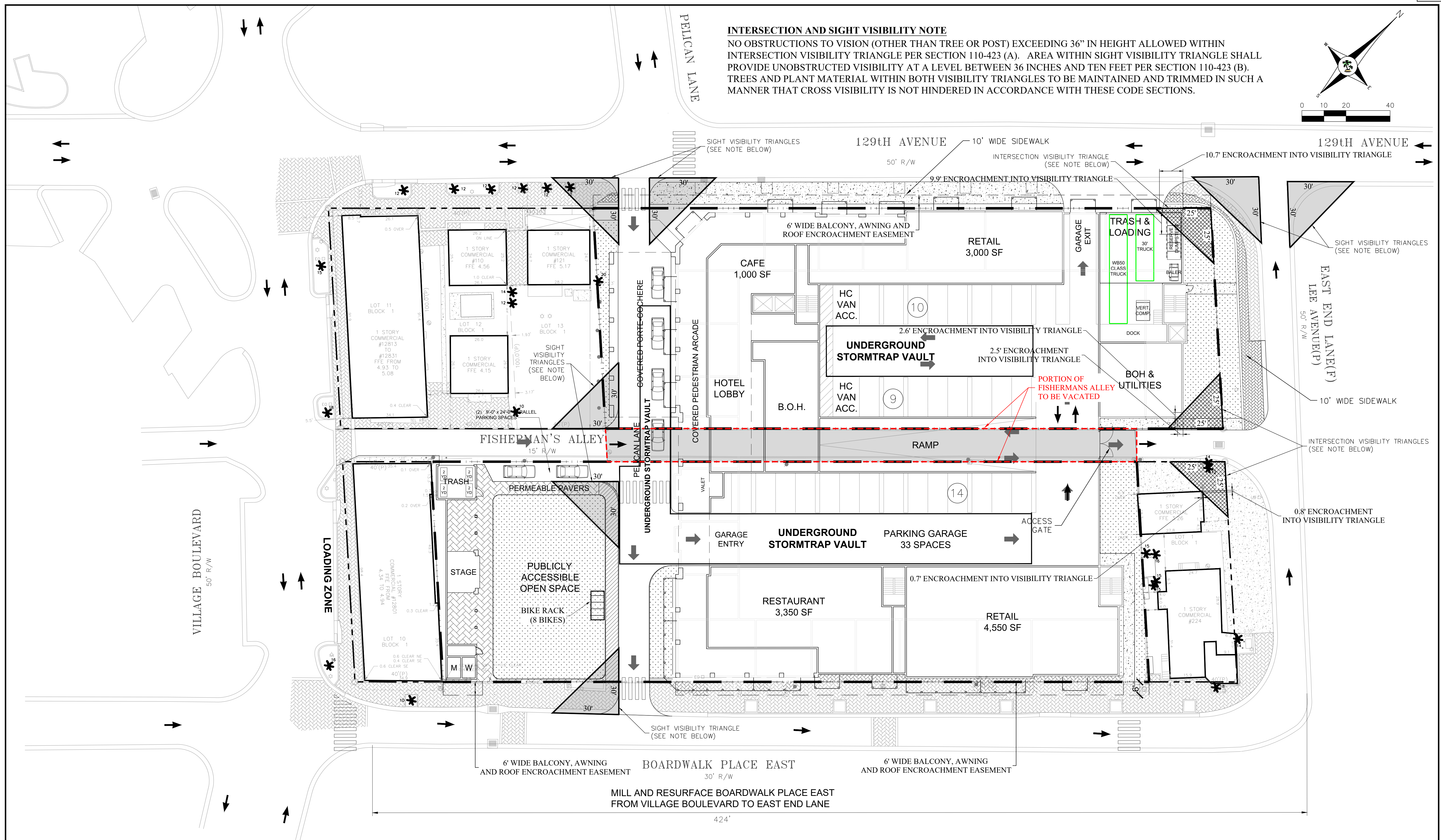
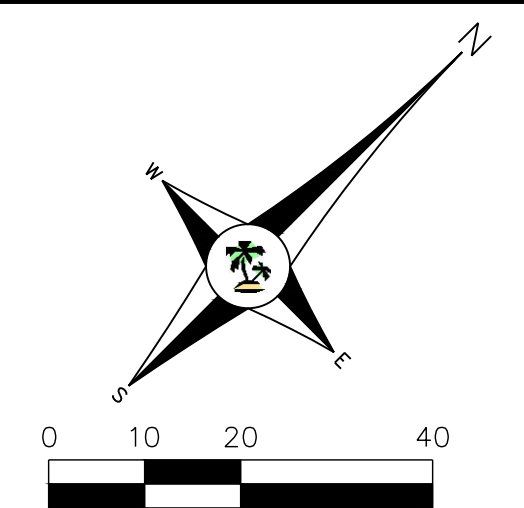
APP'D BY: [Signature]

25-003

**C3**

**INTERSECTION AND SIGHT VISIBILITY NOTE**

NO OBSTRUCTIONS TO VISION (OTHER THAN TREE OR POST) EXCEEDING 36" IN HEIGHT ALLOWED WITHIN INTERSECTION VISIBILITY TRIANGLE PER SECTION 110-423 (A). AREA WITHIN SIGHT VISIBILITY TRIANGLE SHALL PROVIDE UNOBSTRUCTED VISIBILITY AT A LEVEL BETWEEN 36 INCHES AND TEN FEET PER SECTION 110-423 (B). TREES AND PLANT MATERIAL WITHIN BOTH VISIBILITY TRIANGLES TO BE MAINTAINED AND TRIMMED IN SUCH A MANNER THAT CROSS VISIBILITY IS NOT HINDERED IN ACCORDANCE WITH THESE CODE SECTIONS.



|          |     |
|----------|-----|
| DESIGNED | SPC |
| DRAWN    | MKC |
| CHECKED  | SPC |
| QC       |     |

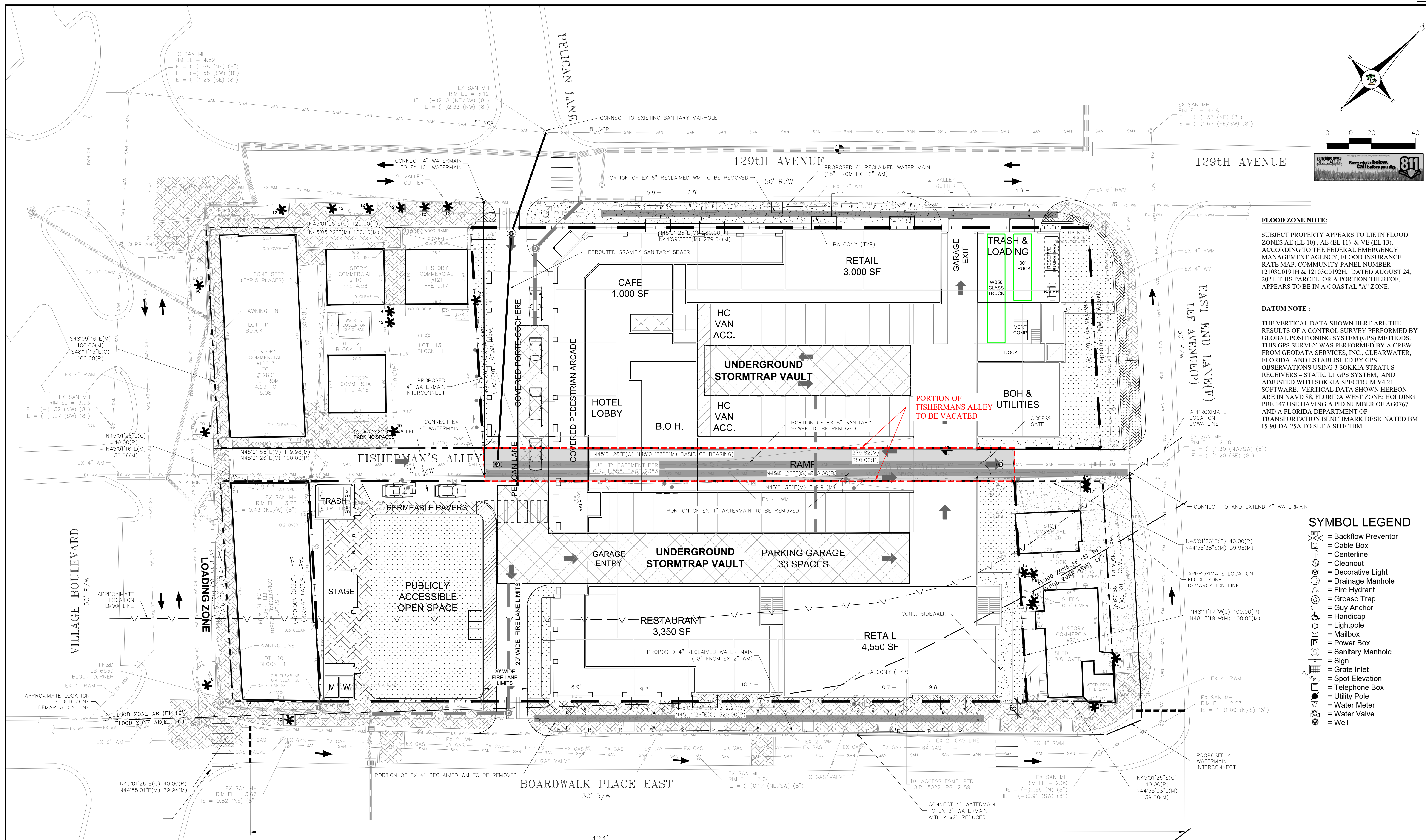
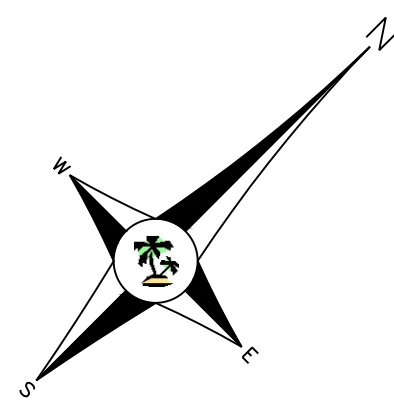
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 PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 MOBILITY ACCESS PLAN

| NO | DATE     | REVISIONS                           |
|----|----------|-------------------------------------|
| 4  | 03/13/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 3  | 01/16/26 | REVISED PER CITY COMMENTS           |
| 2  | 12/04/25 | REVISED PER CITY COMMENTS           |
| 1  | 10/20/25 | ADDED SHEET                         |

|   |  |   |
|---|--|---|
| SEAN P. CASHEN<br>STATE OF FLORIDA<br>PROFESSIONAL ENGINEER<br>LICENSE NO. 42505<br>THIS ITEM HAS BEEN DIGITALLY<br>SIGNED AND SEALED BY<br>SEAN P. CASHEN<br>ON THE DATE INDICATED HERE.<br>PRINTED COPIES OF THIS DOCUMENT<br>ARE NOT CONSIDERED SIGNED AND<br>SEALED AND THE SIGNATURE MUST BE<br>VERIFIED ON ANY ELECTRONIC COPIES. | THESE PLANS MAY NOT BE COPIED OR<br>MODIFIED WITHOUT WRITTEN PERMISSION<br>FROM GULF COAST CONSULTING, INC.<br>SEAN P. CASHEN, P.E. #42505<br>NOT VALID UNLESS SIGNED & EMBOSSED<br>BY A REGISTERED ENGINEER<br>GULF COAST CONSULTING, INC.<br>CERTIFICATE OF AUTHORIZATION No. 9774 | SHEET<br><b>C4</b><br>DATE:<br>03/20/25 |
|---|--|---|



**FLOOD ZONE NOTE:**  
 SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONES AE (EL 10), AE (EL 11) & VE (EL 13), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12103C0191H & 12103C0192H, DATED AUGUST 24, 2021. THIS PARCEL, OR A PORTION THEREOF, APPEARS TO BE IN A COASTAL "A" ZONE.

**DATUM NOTE:**  
 THE VERTICAL DATA SHOWN HERE ARE THE RESULTS OF A CONTROL SURVEY PERFORMED BY GLOBAL POSITIONING SYSTEM (GPS) METHODS. THIS GPS SURVEY WAS PERFORMED BY A CREW FROM GEODATA SERVICES, INC., CLEARWATER, FLORIDA, AND ESTABLISHED BY GPS OBSERVATIONS USING 3 SOKKIA STRATUS RECEIVERS - STATIC L1 GPS SYSTEM, AND ADJUSTED WITH SOKKIA SPECTRUM V4.21 SOFTWARE. VERTICAL DATA SHOWN HEREON ARE IN NAVD 88, FLORIDA WEST ZONE; HOLDING PBE 147 USE HAVING A PID NUMBER OF AG0767 AND A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK DESIGNATED BM 15-90-DA-25A TO SET A SITE TBM.

- SYMBOL LEGEND**
- = Backflow Preventor
  - = Cable Box
  - = Centerline
  - = Cleanout
  - = Decorative Light
  - = Drainage Manhole
  - = Fire Hydrant
  - = Grease Trap
  - = Guy Anchor
  - = Handicap
  - = Lightpole
  - = Mailbox
  - = Power Box
  - = Sanitary Manhole
  - = Sign
  - = Grate Inlet
  - = Spot Elevation
  - = Telephone Box
  - = Utility Pole
  - = Water Meter
  - = Water Valve
  - = Well

DESIGNED: SPC  
 DRAWN: MKC  
 CHECKED: SPC  
 QC:



**Gulf Coast Consulting, Inc.**  
 Land Development Consulting  
 ENGINEERING TRANSPORTATION PLANNING PERMITTING  
 13825 ICOT BLVD., SUITE 605  
 CLEARWATER, FLORIDA 33760  
 Phone: (727) 524-1818 Fax: (727) 234-6090  
 WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
 101 150th AVENUE  
 MADEIRA BEACH, FL 33708  
 PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 UTILITY PLAN

| NO. | DATE     | REVISIONS                           |
|-----|----------|-------------------------------------|
| 1   | 03/13/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 2   | 01/16/26 | ADDED SHEET                         |

SEAN P. CASHEN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 42505

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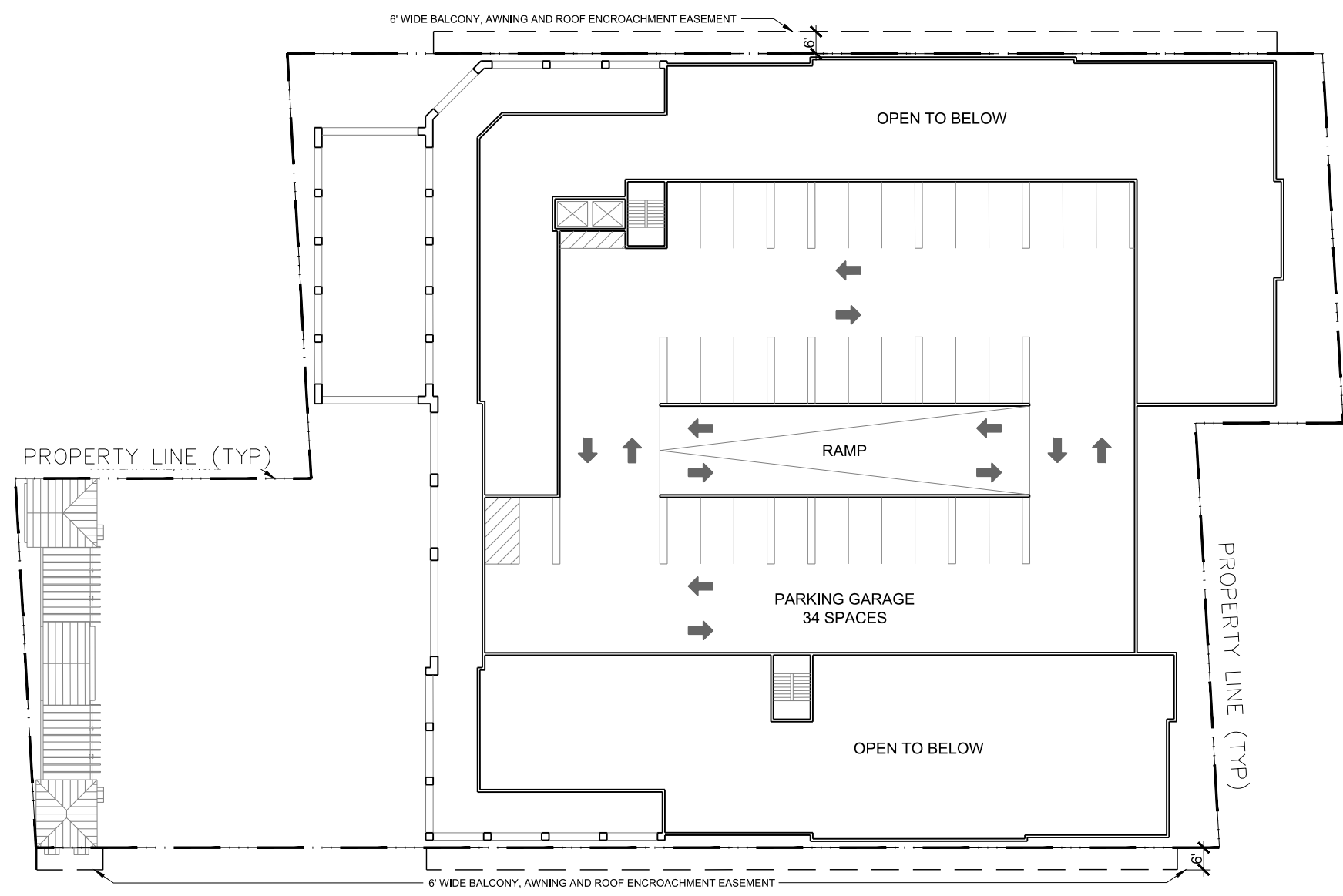
SEAN P. CASHEN, P.E. #42505  
 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER GULF COAST CONSULTING, INC. CERTIFICATE OF AUTHORIZATION NO. 9774

APP'D BY: [Signature]

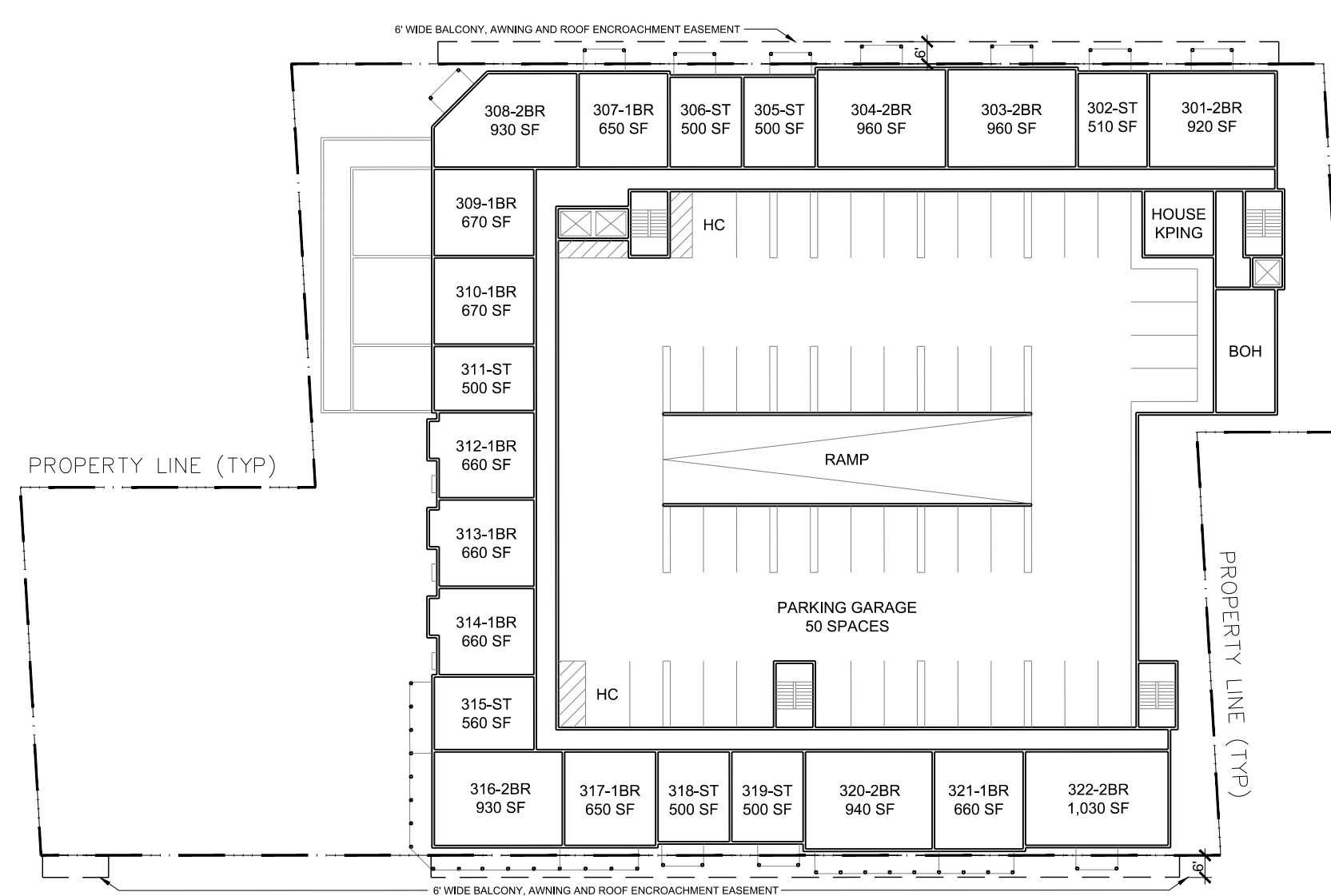
DATE: 03/20/25

25-003

**C5**



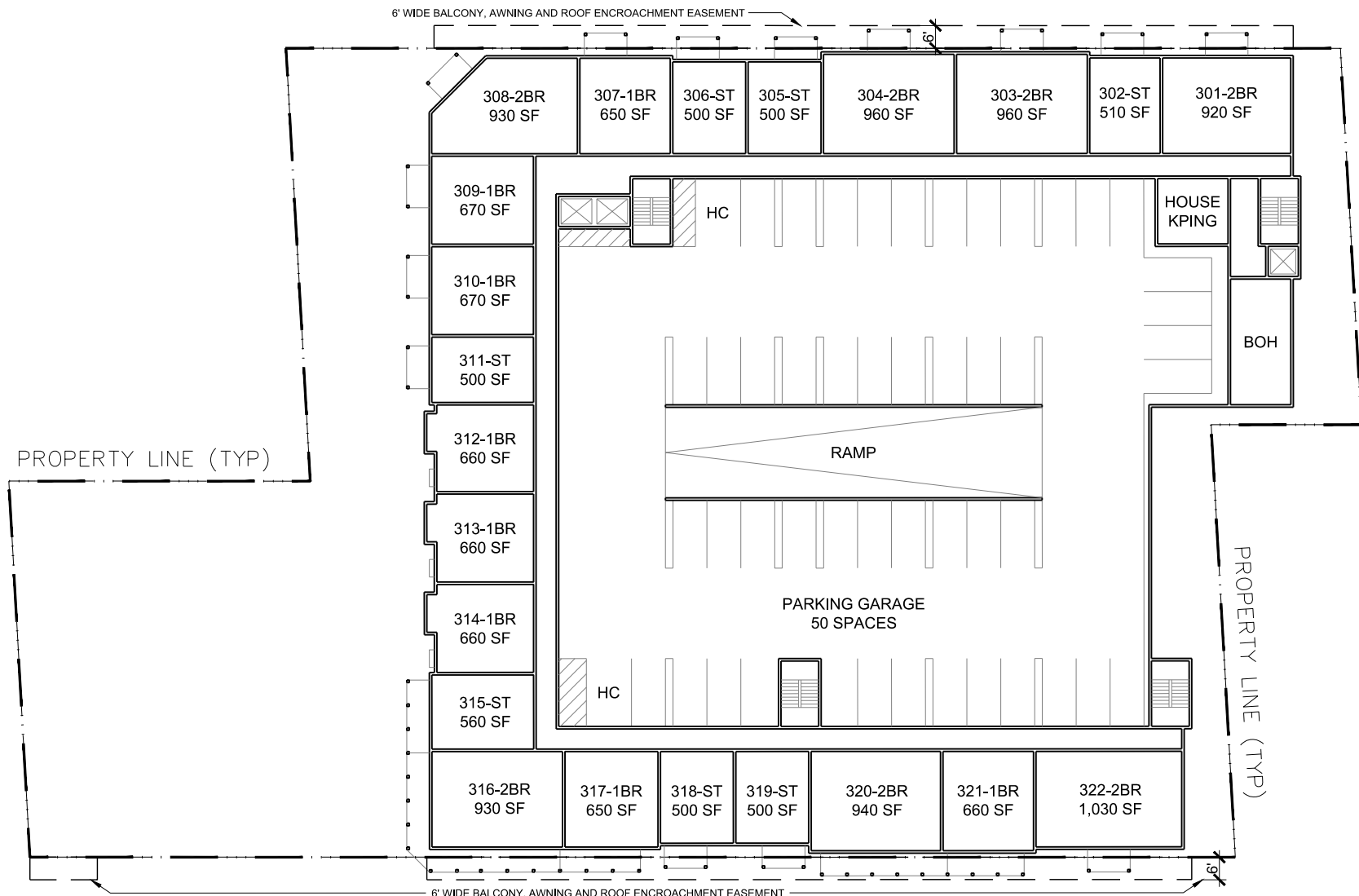
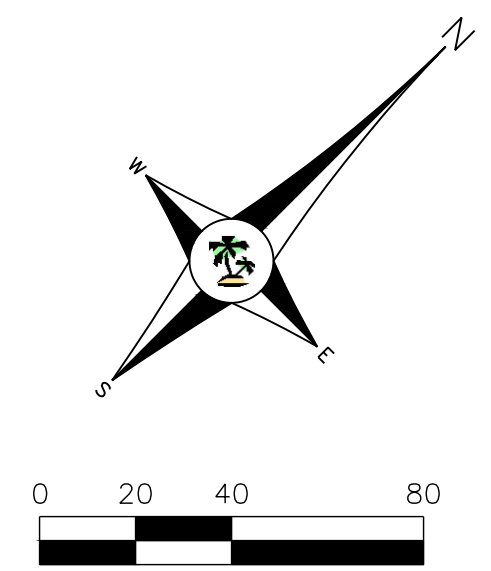
MEZZANINE PLAN



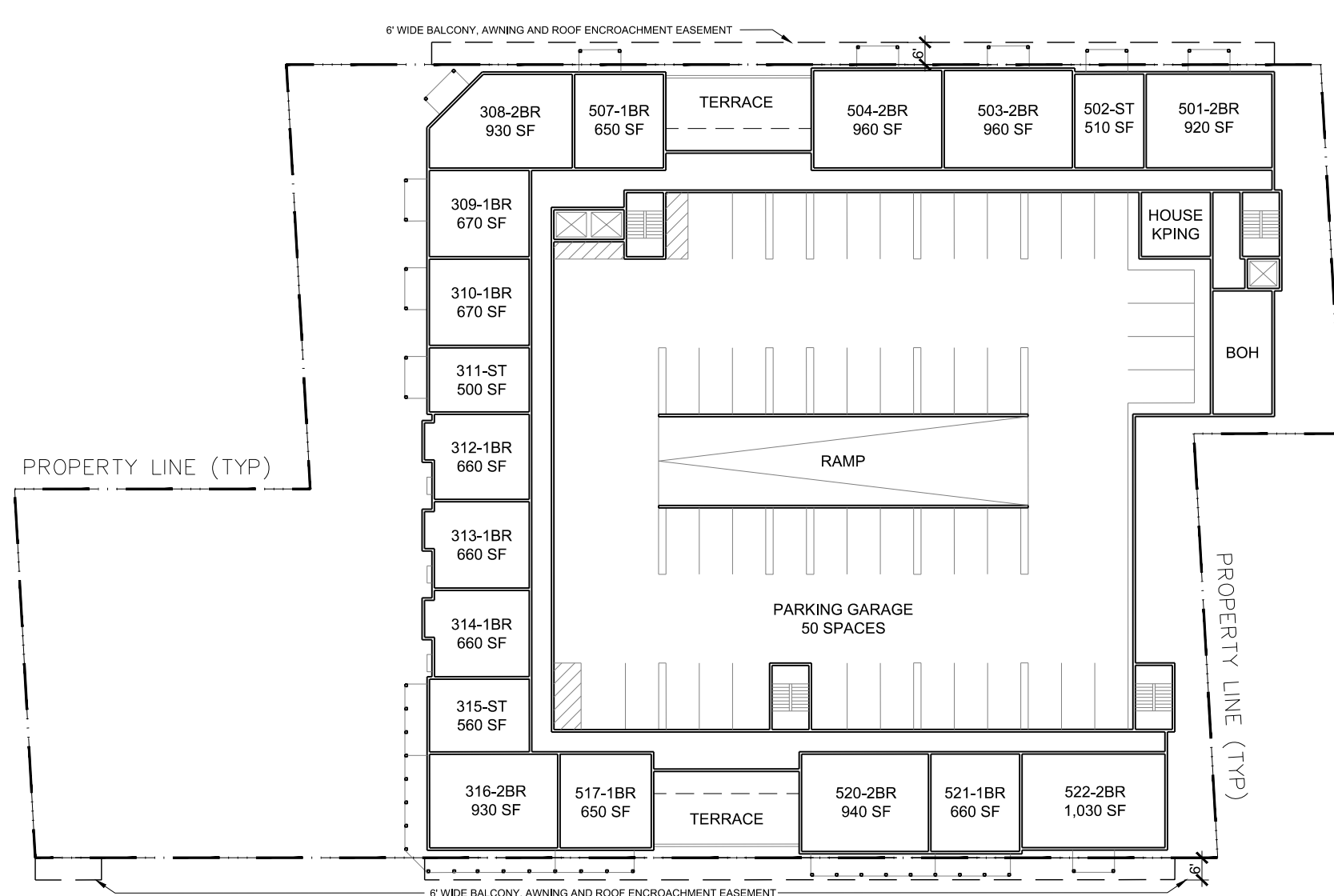
2nd FLOOR PLAN

**BUILDING AREA TABLE**

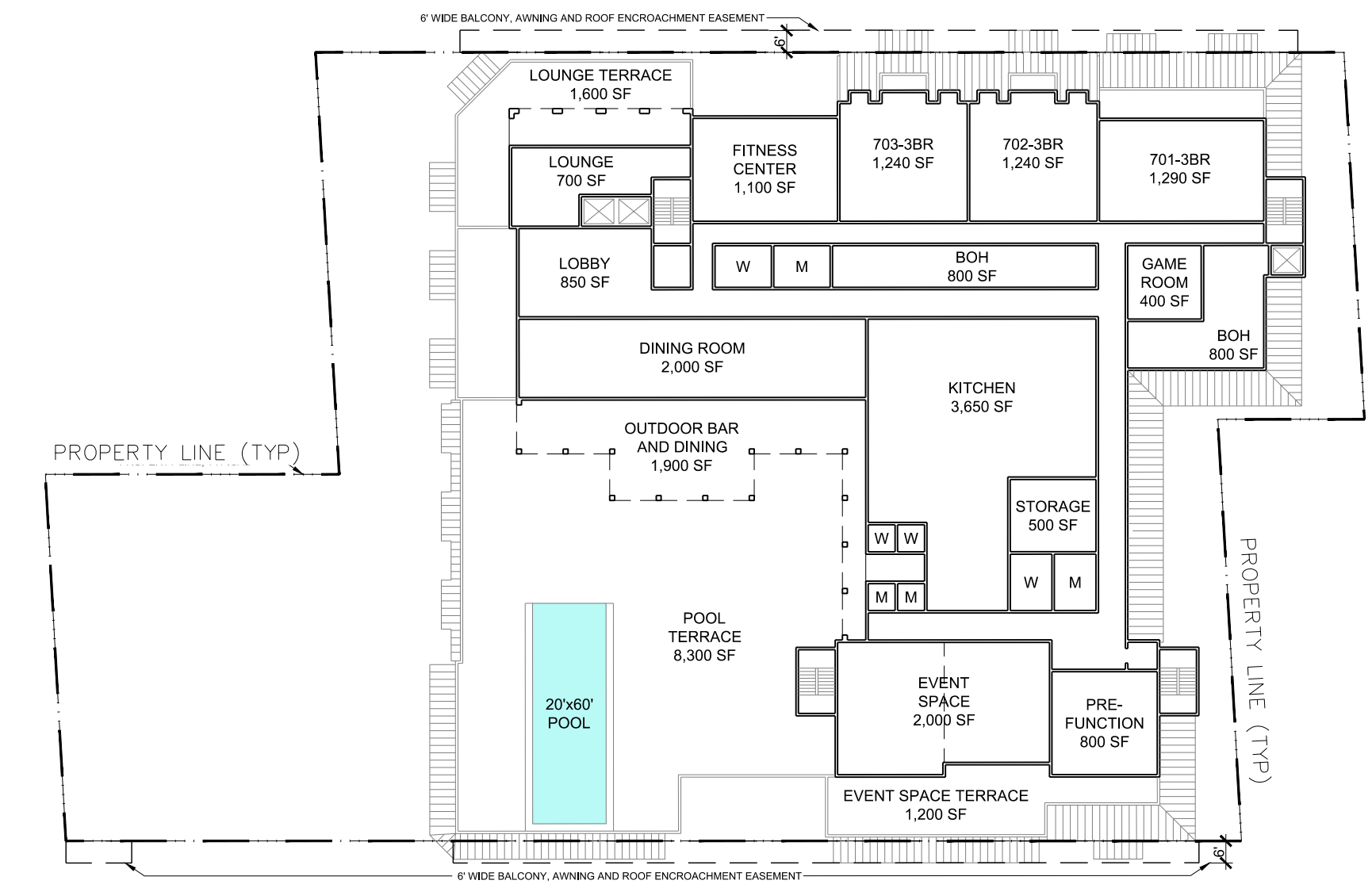
| Floor        | Gross Area        | Parking Garage    | Balcony/Terrace  |
|--------------|-------------------|-------------------|------------------|
| 1            | 19,058 sf         | 20,716 sf         | 0 sf             |
| Mezzanine    | 607 sf            | 20,563 sf         | 0 sf             |
| 2            | 21,228 sf         | 23,078 sf         | 3,155 sf         |
| 3            | 21,228 sf         | 23,078 sf         | 1,892 sf         |
| 4            | 21,228 sf         | 23,078 sf         | 1,892 sf         |
| 5            | 19,089 sf         | 20,678 sf         | 2,800 sf         |
| 6            | 24,530 sf         | 0 sf              | 15,711 sf        |
| <b>Total</b> | <b>126,968 sf</b> | <b>131,191 sf</b> | <b>25,450 sf</b> |



3rd & 4th FLOOR PLAN



5th FLOOR PLAN



6th FLOOR PLAN

| DESIGNED: SPC<br>DRAWN: MKC<br>CHECKED: SPC<br>QC: | <b>Gulf Coast Consulting, Inc.</b><br>Land Development Consulting<br>ENGINEERING, TRANSPORTATION, PLANNING, PERMITTING<br>13825 ICOT BLVD., SUITE 605<br>Clearwater, Florida 33760<br>Phone: (727) 524-1818 Fax: (727) 524-6090<br>WWW.GULFCOASTCONSULTINGINC.COM | PREPARED FOR:<br><b>WILLIAM KARNS ENTERPRISES, INC</b><br>101 150th AVENUE<br>MADEIRA BEACH, FL 33708<br>PHONE: 727-367-3000 | SHEET DESCRIPTION:<br><b>JOHNS PASS VILLAGE RESORT</b><br>PLANNED DEVELOPMENT PLAN | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>NO</th> <th>DATE</th> <th>REVISIONS</th> </tr> <tr> <td>4</td> <td>03/13/26</td> <td>REVISED PER SITE PLAN MODIFICATIONS</td> </tr> <tr> <td>3</td> <td>01/16/26</td> <td>REVISED PER SITE PLAN MODIFICATIONS</td> </tr> <tr> <td>2</td> <td>12/04/25</td> <td>ADDED PROPERTY LINE / REVISED BUILDING AREA TABLE</td> </tr> <tr> <td>1</td> <td>10/27/25</td> <td>REVISED PER CITY COMMENTS</td> </tr> </table> | NO | DATE | REVISIONS | 4 | 03/13/26 | REVISED PER SITE PLAN MODIFICATIONS | 3 | 01/16/26 | REVISED PER SITE PLAN MODIFICATIONS | 2 | 12/04/25 | ADDED PROPERTY LINE / REVISED BUILDING AREA TABLE | 1 | 10/27/25 | REVISED PER CITY COMMENTS | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>APP'D BY</th> <th>DATE</th> </tr> <tr> <td>SEAN P. CASHEN</td> <td>03/20/25</td> </tr> </table> | APP'D BY | DATE | SEAN P. CASHEN | 03/20/25 | SEAN P. CASHEN<br>STATE OF FLORIDA<br>PROFESSIONAL ENGINEER<br>LICENSE NO. 42505<br>THIS ITEM HAS BEEN DIGITALLY<br>SIGNED AND SEALED BY<br>SEAN P. CASHEN<br>ON THE DATE INDICATED HERE.<br>PRINTED COPIES OF THIS DOCUMENT<br>ARE NOT CONSIDERED SIGNED AND<br>SEALED AND THE SIGNATURE MUST BE<br>VERIFIED ON ANY ELECTRONIC COPIES. | THESE PLANS MAY NOT BE COPIED OR<br>MODIFIED WITHOUT WRITTEN PERMISSION<br>FROM GULF COAST CONSULTING, INC.<br>SEAN P. CASHEN, P.E. #42505<br>NOT VALID UNLESS SIGNED & EMBOSSED<br>BY A REGISTERED ENGINEER<br>GULF COAST CONSULTING, INC.<br>CERTIFICATE OF AUTHORIZATION No. 9774 | SHEET:<br>25-003<br>DATE:<br>03/20/25 | <h1 style="font-size: 48px; margin: 0;">C6</h1> |
|--|---|--|--|--|----|------|-----------|---|----------|-------------------------------------|---|----------|-------------------------------------|---|----------|---|---|----------|---------------------------|--|----------|------|----------------|----------|---|--|---------------------------------------|---|
| NO   | DATE  | REVISIONS  |  |  |    |      |           |   |          |                                     |   |          |                                     |   |          |   |   |          |                           |  |          |      |                |          |   |  |                                       |   |
| 4  | 03/13/26  | REVISED PER SITE PLAN MODIFICATIONS  |  |  |    |      |           |   |          |                                     |   |          |                                     |   |          |   |   |          |                           |  |          |      |                |          |   |  |                                       |   |
| 3  | 01/16/26  | REVISED PER SITE PLAN MODIFICATIONS  |  |  |    |      |           |   |          |                                     |   |          |                                     |   |          |   |   |          |                           |  |          |      |                |          |   |  |                                       |   |
| 2  | 12/04/25  | ADDED PROPERTY LINE / REVISED BUILDING AREA TABLE  |  |  |    |      |           |   |          |                                     |   |          |                                     |   |          |   |   |          |                           |  |          |      |                |          |   |  |                                       |   |
| 1  | 10/27/25  | REVISED PER CITY COMMENTS  |  |  |    |      |           |   |          |                                     |   |          |                                     |   |          |   |   |          |                           |  |          |      |                |          |   |  |                                       |   |
| APP'D BY   | DATE  |  |  |  |    |      |           |   |          |                                     |   |          |                                     |   |          |   |   |          |                           |  |          |      |                |          |   |  |                                       |   |
| SEAN P. CASHEN                                     | 03/20/25  |  |  |  |    |      |           |   |          |                                     |   |          |                                     |   |          |   |   |          |                           |  |          |      |                |          |   |  |                                       |   |

**JOHN'S PASS VILLAGE RESORT PLANNED DEVELOPMENT NARRATIVE**  
**JPV HOTEL PROPERTY LLC**  
**April 8, 2026**

**General Description**

This narrative is intended to describe the proposed project and show compliance with various regulatory requirements including John's Pass Village Activity Center Development Standards, City of Madeira Beach Comprehensive Plan, and Pinellas Countywide Plan Strategies.

The project site consists of lots 2-9 and 14-20 of Mitchell's Beach Revised Block 1. The site has frontage onto 129th Avenue East to the North, East End Lane to the east, and Boardwalk Place to the south. It is bisected by Fisherman's Alley.

The mixed-use project has 87 hotel rooms and 10,900 square feet of ground floor leasable retail and restaurant space. There is a total of 267 parking spaces; this includes eight handicapped accessible spaces, two of which are van accessible. This exceeds the number of handicapped accessible spaces per the table in Section 110-975 of the municipal code. Of the 267 spaces, 175 spaces are reserved for use by the hotel with the remaining 92 spaces being paid public spaces.

A new one-way internal driveway aligning with Pelican Lane has been provided near the east end of the property. This drive leads from 129th Avenue East to Boardwalk Place East and is the main automobile entry to the hotel. There is a covered porte-cochere at the north end of the drive and the entrance to the parking garage at the south end. The new drive will remain privately owned but easements will be provided for automobile and pedestrian access.

The 240' wide portion of Fisherman's Alley north of lots 2 through 7 is proposed to be vacated. The eastern 40' long section of Fisherman's Alley has been maintained to continue to provide service access for the property at the southeast corner of the block. The western 120' long section of Fisherman's Alley has been maintained to provide service access for the properties at this end of the block. This section of Fisherman's Alley intersects with the new Pelican Lane extension. An opening has been provided at the east end of the parking garage that aligns with the eastern end of Fisherman's Alley. The hotel will allow access through the parking garage to property owners adjacent to East End Lane during times when Boardwalk Place is closed to traffic for special events.

A new private open space is located at the southwest corner of the property. An easement will allow public access to this private open space. The total area of the park is approximately 7,000 square feet, including a lawn, walkways, stage and trellis, publicly accessible restrooms and a trash enclosure. The heart of the open space is a lawn intended for informal activities on most days but also allows for various outdoor events throughout the year. A small stage is situated at the west end of the park and public restrooms will be provided. Along the south side of Fisherman's Alley, a 16' x 18' dumpster enclosure has been provided to contain four two-yard dumpsters that currently serve existing boardwalk restaurants. The city has agreed to convert three parallel parking spaces adjacent to Village Boulevard into a short-term loading space for delivery vehicles serving nearby businesses. In exchange, the hotel will provide two publicly accessible parallel parking spaces adjacent to Fisherman's Alley on the north side of the new park.

The exit from the parking garage as well as the trash and loading access are on the north side of the building with frontage onto 129th Avenue East. They are located so as to minimize traffic on Boardwalk Place East and East End Lane. The shared loading-trash room is accessed via a 24'-wide roll-up garage door. The west loading bay is designed to accommodate a WB50 class semi-trailer. The east bay is designed to accommodate a 30' delivery vehicle. At the south end of the east bay is a vertical trash compactor. A dumpster will be located under the vertical trash compactor at all times. In addition, there is space for five additional dumpsters and a cardboard baler in the trash zone. On trash pick-up days, one or more full dumpsters will be rolled out to the front of the room.

The building has awnings, balconies, and roofs on the north and south sides of the building that project up to six feet over the property line. The owner has coordinated with Pinellas County and has determined that the proposed balconies are not in conflict with the existing water lines in the 129<sup>th</sup> Avenue East and Boardwalk Place East rights-of-way. However, the existing reclaimed water lines will be required to be relocated at the owner's expense.

The 1st floor of the building contains the hotel lobby, retail space, parking garage, trash and loading zones, and major utility spaces. The first floor is 20' tall. This allows for generous ceiling heights in the lobby and retail spaces. It also accommodates a mezzanine parking level. The 2nd through 5th floors has a parking garage on each floor with a single-loaded corridor providing access to hotel rooms on the south, west, and north sides of the building. The building is designed so the parking garage is not visible at all from the south, west, and north sides. Portions of the parking garage are visible on the east side only, and the garage facade is designed with openings similar in size, proportion and spacing to the overall building.

The 6th floor contains the hotel amenity spaces plus three large hotel suites. The building steps back on the south, west, and north sides to reduce the visual scale of the building as well as to create a series of rooftop terraces. Within the top floor is a lounge, restaurant, event space, commercial kitchen, fitness center, and game room. A large roof terrace with swimming pool is situated at the southwest corner.

The architectural style is traditional Florida Coastal Vernacular. The main exterior materials are painted Hardie horizontal lap siding, painted cement stucco, standing seam metal roofs, aluminum windows, shutters, and painted decorative railings. Colonnades line the first floor on the west side of the building as well as a portion of the north and south sides. The building has been articulated to give the appearance of multiple buildings (three or four buildings per side). This articulation is achieved by varying the location of the front façade, change in exterior materials, change in window types and patterns, variety of balcony design, and alteration in building height.

The project is currently scheduled to begin construction is 2027 and to be completed in a single phase of construction.

**John's Pass Village Activity Center Development Standards (Commercial Core)**

Section D-103. Permitted Uses

First Floor: Restaurant and retail commercial excluding drive-through windows.

Above First Floor: Temporary lodging.

Section D-104: Accessory Uses: Off-street parking and loading.

Section D-105: Special Exception Uses: Open rooftop use is accessory to temporary lodging.

Section D-106. Building Site Area Requirements

Lot Width: 280'  
Lot Depth: 215'

D-107. Setback Requirements

Front yard: 0' first through fifth floor, 10' fourth at sixth floor. Awnings, balconies, and roofs project up to 6' over property line along Boardwalk Place and 129th Avenue East.  
Street Side Yard (lots greater than 100' wide): 10' at East End Lane.  
Interior Side Yard (lots greater than 100' wide): All interior side yards have 10' setbacks.

D-108. Maximum Building Height

Lots larger than 1/2 acre in size: main 6th floor roof is 73'-0" above design flood elevation, five stories over ground level commercial. The east stair tower extends up to 79'-0" above design flood elevation. The Florida Building Code requires that at least one stair extend up to the roof on buildings taller than three stories when there is rooftop equipment that requires servicing.

D-109. Temporary Lodging Use Density: 87 units, 59.6 units per acre.

D-110. Maximum Floor Area Ratio

Commercial Core: 2.0 (63,484 x 2.0 = 126,968 square feet)  
New Hotel: 126,744 square feet  
New Publicly Accessible Restrooms: 224 square feet  
Total Proposed Area: 126,968 square feet

D-111. Impervious Surface Ratio: 0.85

D-112. Alternative Temporary Lodging Use Standards: Non-applicable.

D-113. Design Standards and Guidelines

Design Standards

- a. All exterior HVAC equipment is on the roof and located behind a mansard roof or parapet walls.
- b. The garage is hidden from view by a liner building on the south, west, and east sides. The east side parking garage openings are similar in size and proportion to the window openings throughout the building.
- c. Exterior utility services and meters and located on the sides of the building away from public streets. Some utility services are located on the east side of the building facing East End Lane. At that location they will be within a screened enclosure.
- d. Shutters match the size of the windows they serve.
- e. All first floor awnings are located on the south and north sides of the building and are a minimum of 13'-6" high and project no more 4' from building.
- f. The hotel waste receptacles are located in an interior trash room. The retail trash receptacles are located within the building with access from 129th Avenue East.
- g. The south elevation of the building is 203' wide and has been architecturally subdivided into four sections ranging from 38' to 66' wide. The north elevation of the is 230' wide and has been architecturally subdivided into four sections ranging from 39' to 72' wide.

Design Guidelines

- a. Exterior materials are painted Hardie horizontal lap siding, painted cement stucco, standing seam metal roofs, aluminum windows, shutters, and painted decorative railings.
- b. It is the intent to lease the 3,350 square foot retail space at the southwest corner of the building to a restaurant user. This retail space has a 12’ deep colonnade along the south and west sides fronting onto Pelican Lane and Boardwalk Place. It is envisioned that this colonnade would have outdoor dining.
- c. All exterior lighting will be appropriate to the style of the building and reflect the Florida fishing village aesthetic.
- d. The hotel lobby and all retail spaces have large storefront windows facing towards the public sidewalk.
- e. The exterior paint color palette will be a combination of white, cream, and pastel colors. Metal roofs have a galvanized metal color.
- f. Roof forms at the main building are a combination of gable roofs and hipped mansard roofs. Stair towers have a mix of gable roofs and flat roofs with decorative parapet railings. Balconies have cantilevered shed roofs. Roof dormers are also used.

**City of Madeira Beach Comprehensive Plan**

*Policy 4.1.8.11: The City shall ensure that commercial developments provide adequate off-street parking and loading areas and separate pedestrian and vehicular traffic.*

The project exceeds the minimum number of parking spaces. The loading area is located near the northeast corner of the building away from primary pedestrian routes. A pedestrian arcade is provided through the project to create a connection from 129th Avenue to Boardwalk Place. Automobile access is from a new one-way extension of Pelican Lane through the site from 129th Avenue East to Boardwalk Place East.

*Policy 4.1.8.12: In cooperation with the FDOT and Pinellas County, the City shall regulate to the fullest extent of its jurisdiction, direct access and control the number of curb cuts along existing and planned local and state roads.*

There will be two curb cuts on 129th Avenue East. There will be no curb cuts on East End Lane (except for the existing Fisherman’s Alley public right-of-way). There will be one curb cut on Boardwalk Place East.

*Policy 4.1.9.6: 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.*

The project proposes a new, high quality, mixed-use development to replace an existing surface parking lot. The mix of uses (hotel and retail) will add to the vibrancy of John’s Pass Village as a community destination. The project is designed using a traditional Florida coastal architectural style that is consistent with the village.

*Policy 4.1.9.8: 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.*

The project is designed using a traditional Florida coastal architectural style that is consistent with the village.

*Policy 4.2.1.3: Such provisions for redevelopment agreements shall be promulgated for the purpose of encouraging development/redevelopment consistent with the Comprehensive Plan, and in particular to facilitate viable tourist-related facilities.*

We are requesting approval of PD zoning and a development agreement to allow the redevelopment of a surface parking lot into a mixed-use hotel and retail project to further enhance John's Pass Village as a community center.

*Policy 5.2.1.1: All new development and redevelopment must adhere to stormwater management requirements of this element and the Land Development Code.*

The project will be designed to comply with all city, county, and SWFWMD stormwater management requirements.

### **Pinellas Countywide Plan Strategies**

#### Land Use Goal 16.0 Planning and Urban Design Principles

*3.B.i. Create Enclosure on the Street – Increasing the building height to right-of-way width ratio will help create a human-scaled built environment that will support and enhance pedestrian experience.*

The proposed building has a four- and five-story base located close to the public sidewalk to create a well-defined street edge. Overall, the building is six stories tall and utilizes porches, balconies, terraces, varying setbacks and varying heights to break down and reduce the height and mass of the building relative to pedestrians on the public sidewalks.

*3.C.i. Building Location – Buildings should be located with their primary façade facing the corridor. On corner lots, buildings should face both corridors, but the primary façade should be facing the more the dominant road, as specified by local transportation planning designations.*

The project has three frontages (129th Avenue East, East End Lane, and Boardwalk Place East). Articulated architectural facades front onto all three sides with the main entrance at the northwest corner facing 129th Avenue East but accessed from the new Pelican Lane extension.

*3.C.ii. Building Setback – Commercial, mixed-use, and office buildings should have a small setback from the right-of-way line along roadway corridors. Minimum and maximum setbacks should be established. Setbacks larger than the allowed maximum should be permitted only for enhancing the public realm with pedestrian, bicycling, or public space uses. Building setbacks to accommodate parking and other auto-oriented uses are discouraged.*

The building has a minimum setback on the two commercial streets, 129th Avenue East and Boardwalk Place East; and a 10'-0" setback on East End Lane which faces a residential district.

*3.C.iii. Parking Location – If off-street parking requirements cannot be satisfied on street or in parking garages, surface parking lots should be permitted within the plan area only if they are located behind buildings, or beside buildings in instances where there is shared access between adjacent buildings.*

Parking is located within a six-level parking garage. A liner building hides the garage from view from the south, west, and north sides. A portion of the garage is visible on the east side of the building but is articulated with an architectural façade.

*5.C.i. Ground Floor Use – Use should be regulated to pedestrian-oriented commercial and office uses. Auto oriented and industrial use should not be located on corridors. Wherever possible, buildings should have the most utilized rooms along the front of the building lining the corridor. These include retail areas, living areas, reception areas, offices, and conference rooms. Parking garages should not inhabit ground floor space and should be wrapped with liner buildings to emphasize active uses.*

The main hotel entrance is located at the northwest corner of the building. Commercial uses are located along the south and north sides of the building. Automobile drives and internal to the building and are masked with commercial uses and colonnades.

*5.C.ii. Façade Design – The design of the building façade fronting the corridor should have a maximum amount of transparency through fenestration and window glazing to allow interaction between indoor and outdoor activity.*

The ground floor of the building is defined by colonnades and large storefront windows for the hotel lobby and retail spaces. The upper floors have a variety of balconies common to traditional Florida coastal architecture which encourage outdoor activity.

*5.C.iii. Building Entrances – The main entrance to buildings should always be facing the corridor. While secondary entrances off parking lots are permitted, the interior floor plan design of the building should orient activity towards the corridor.*

The main entrance faces 129th Avenue East and Pelican Lane. The retail spaces front Boardwalk Place East and 129th Avenue East.

*6.C.v. Green/Open Space Transition – Public spaces and natural features can be used to provide a seamless buffer/transition from varying development activities and intensities, and maintaining an attractive streetscape by providing community gathering spaces (e.g., parks, courtyards, plazas, etc.) and natural features (e.g., topography, water bodies, existing trees, etc.).*

A publicly accessible open space has been provided at the southwest corner of the property. This space will be designed to allow and encourage both smaller informal activities as well as larger, planned outdoor events.

The northeast corner of the building is adjacent to residential uses. The building is setback more than 30' from the East End Lane street curb. This area will be heavily landscaped with native plants to create a natural buffer between the mixed-use building and adjacent residences.

### **Why the Project is Proposing Flexibility**

We are requesting flexibility of the land development regulations in the following ways:

1. Building height: The height limit in the Commercial Core area of John's Pass Village is 55' above design flood elevation height building. We are requesting 73'-0" above design flood elevation for the main portion of the building. The east stair (310 square feet) extends up to 79'-0" above design flood elevation. The building exceeds the standard

Commercial Core height limit for two reasons. First, the southwest portion of the site is proposed to be a publicly accessible green space. This reduces the buildable area of the site. Second, the garage is lined with hotel rooms on three sides in order to mask the visibility of the garage from surrounding streets. This reduces the size of the parking garage on each level and requires the parking garage to be six levels in order to provide the 141 parking spaces required for the hotel plus 126 paid public parking space to serve the retail spaces and the public visiting John's Pass Village.

2. Number of floors: The maximum number of floors in the Commercial Core area of John's Pass Village is four floors above ground floor commercial. We are requesting five floors above ground floor commercial. See justification for building height above.
3. Front setback: Buildings two or more stories in height require a 10' setback. We are requesting a 0' setback on the north and south sides of the building (129th Avenue East and Boardwalk Place East). The city has requested the parking garage be masked from view on the north and south sides. In order to achieve this and to meet code requirements for parking space dimensions and industry standards for hotel rooms, the building is 212' deep from north to south and the site is 214'-8".
4. Upper floor setbacks: The John's Pass Activity Center Development Standards requires a 10' setback above the second floor. In order to mask the parking garage on the south, west, and north sides on all levels, it is necessary for the building facades on those sides to extend up to the top of the parking garage. (Please note that the building's first floor is the same height as two parking levels. So, the six levels of the parking garage are the same height as five stories of the hotel building.) We are requesting the building have a 0 to 2'-0" setback on the north and south sides up to five stories.
5. Balconies located over ROW: As previously stated, hotel rooms accessed via single-loaded corridors mask the parking garage on the south, west, and north sides. As a result the building is setback less than 12" from the north and south property lines. We are requesting that balconies, awnings, and roofs be allowed to extend up to six feet over the public sidewalk on the north and south sides of the building. We believe this is justified as it is due to the public benefit of masking the parking garage. Please note that balconies extending over public sidewalks is a common design feature in early 20<sup>th</sup> century Florida coastal towns.
6. Intersection visibility sight triangles: At the northwest corner of East End Lane and 129th Avenue there is a 10.7 foot encroachment and at the northwest corner of East End Lane and Fisherman's Alley there is a 2.6 foot encroachment of the building into the 25' property line intersection visibility sight triangle. However, the building does not encroach into the 30' street curb visibility triangle. The median on the west side of East End Lane is unusually wide such that the northwest corner of the building is over 32' from the street curb and adjacent to Fisherman's Alley the building is over 37' from the street curb. This condition is further mitigated due to East End Lane being a one-way street from south to north.

### **Impact on Neighboring Properties**

The project site is perhaps the most significant piece of vacant land within John's Pass Village. The goal is to develop a project that will become a focal point of the village situated as it is between the boardwalk waterfront restaurants to the south and the Village Boulevard shops to the north. Utilizing the new activity center regulations the building will be one of the larger buildings in John's Pass Village. The project is consistent with the intended uses of the Commercial Core district and has been designed in a traditional Florida coastal vernacular style consistent with the architectural character of John's Pass Village. To break down the mass of the building, it has been articulated into multiple buildings along both 129th Avenue East and

Boardwalk Place. Side yard setbacks range from 10' to 110' to provide adequate separation from adjacent retail buildings.

Automobile traffic will be managed on-site via a new internal drive aligning with Pelican Lane. Adjacent to the Pelican Lane extension is a continuous colonnade along the west side of the building providing pedestrian access from the John's Pass Village shops to the waterfront restaurants along the Boardwalk.

Since we are proposing to vacate a portion of Fisherman's Alley, during special events when Boardwalk Place is closed to automobile traffic some properties adjacent to East End Lane will not be accessible because East End Lane is one-way from south to north. Therefore, we have designed the parking garage to allow those properties to be accessed through the parking garage with a connection to the east end of Fisherman's Alley.

A new publicly accessible open space is proposed at the southwest corner of the property. At the south end of the open space are two publicly accessible restrooms. At the north end of the open space is a new trash enclosure serving the waterfront restaurant located at 194 Boardwalk Place East. The city intends to convert three parallel parking spaces on the east side of Village Boulevard into a short-term loading zone during certain portions of the day to serve existing nearby businesses without on-site loading zones. To compensate, two publicly accessible paid parking spaces will be provided adjacent to Fisherman's Alley on the north side of the open space.

The most sensitive location of the building is the northeast corner due to the proximity of single-family homes to the east. At this location we have provided a 25' x 90' lushly landscaped green space to provide a visual buffer between the hotel and residential neighborhood.

End of narrative.



Northwest Corner



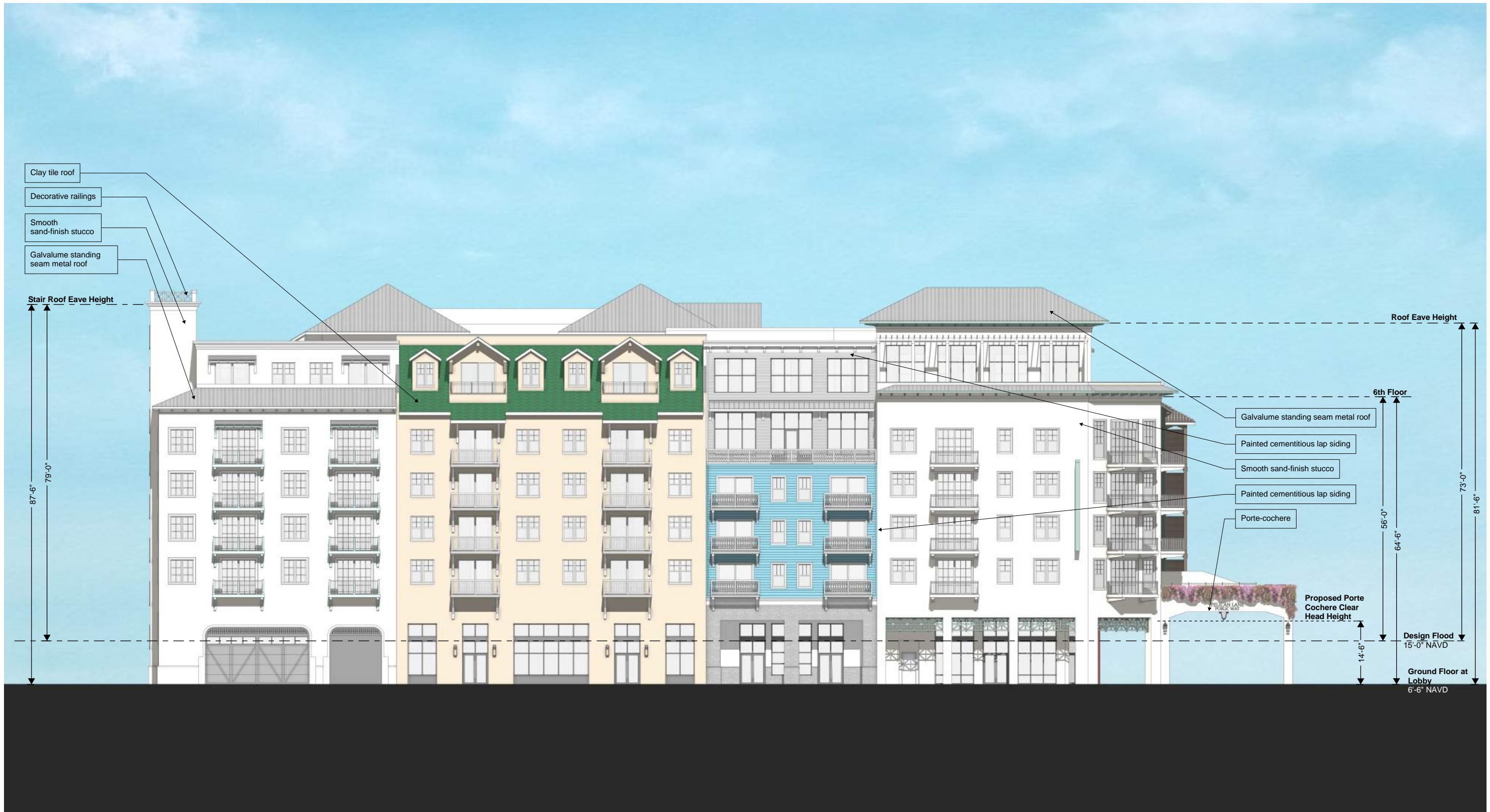
Northeast Corner



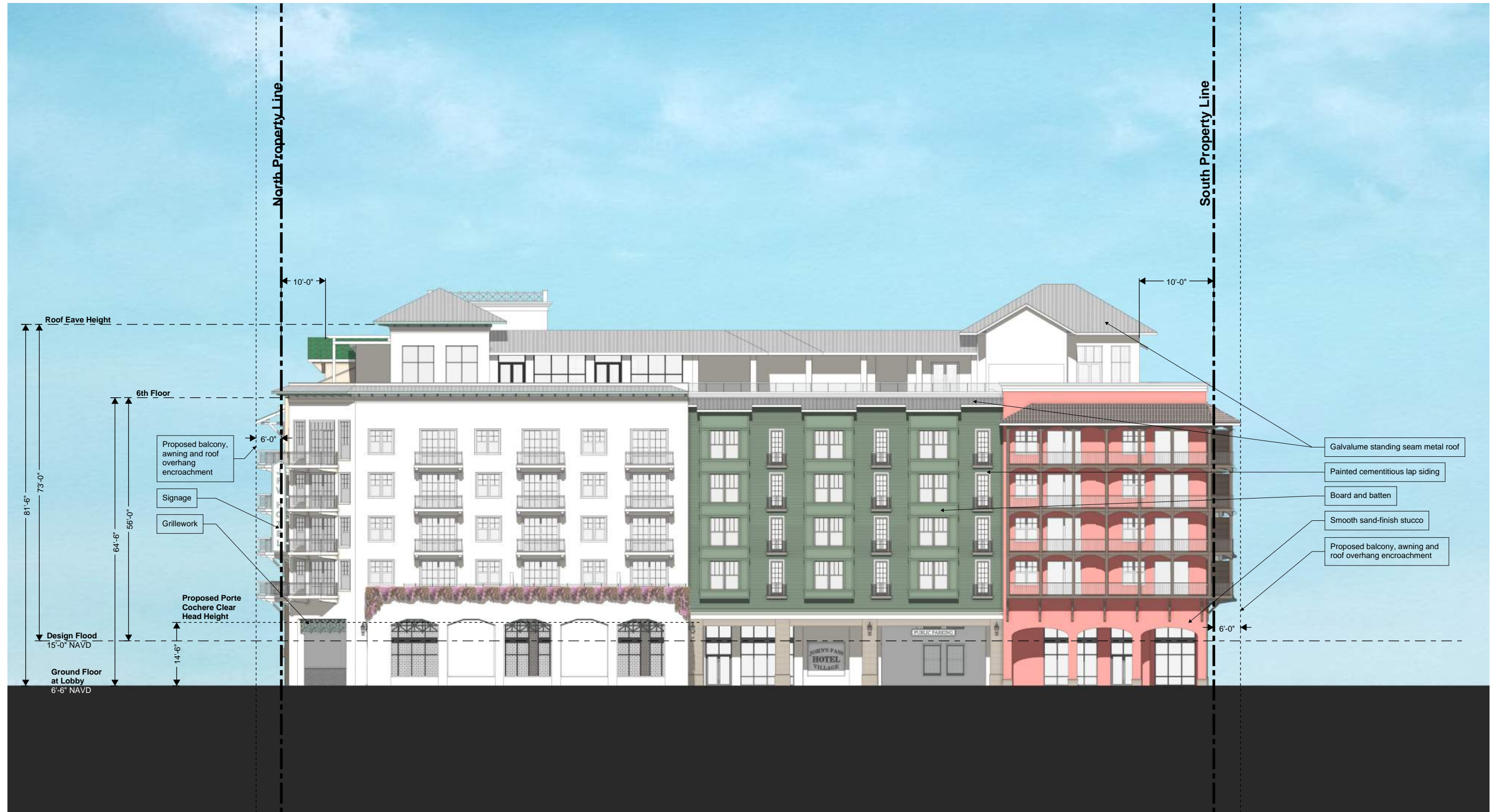
Southeast Corner



Southwest Corner



North Elevation



West Elevation



South Elevation



East Elevation



Corner of Pelican Lane and 129th Avenue North



Along Boardwalk Place East



View of Park and Stage



View of Park and Stage



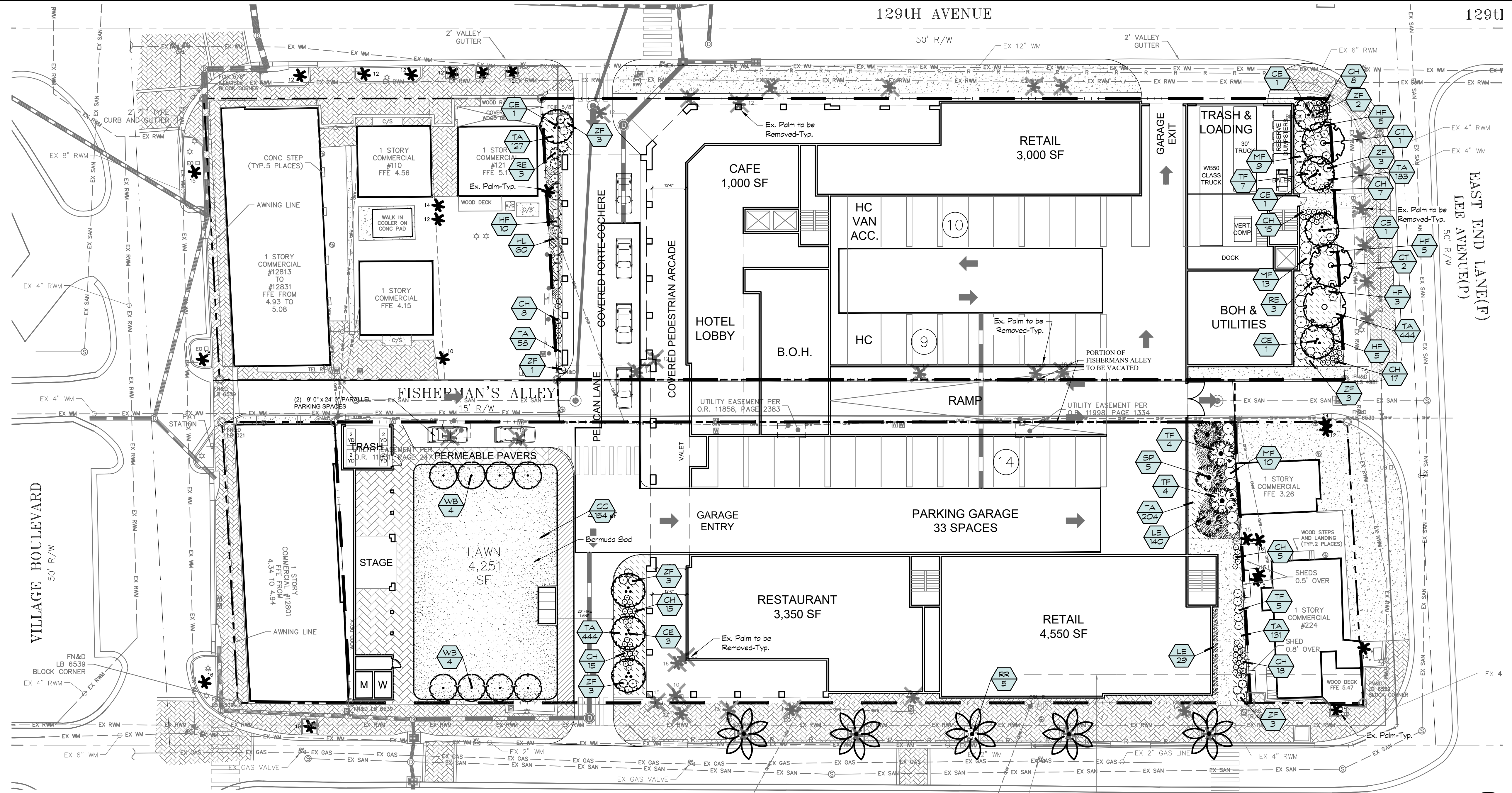
Southeast Aerial



Northwest Aerial



View from bridge



**PLANT SCHEDULE**

| CODE                 | QTY      | BOTANICAL NAME                                   | COMMON NAME                    | CONT                      | CAL     | SIZE                     | REMARKS                                      |
|----------------------|----------|--|--------------------------------|---------------------------|---------|--------------------------|--|
| <b>TREES</b>         |          |  |                                |                           |         |                          |  |
| CT                   | 3        | <i>Coccoloba wifera</i>                          | Sea Grape                      | -                         | 2' Cal+ | 8'-10' Ht., 3'-4' Sp.    | Native, Drought Tolerant, Single Trunk, Std. |
| CE                   | 8        | <i>Conocarpus erectus</i> 'Sericeus'             | Silver Buttonwood              | -                         | 2' Cal+ | 8'-10' Ht., 3'-4' Sp.    | Native, D.T., 3-4 Trunks                     |
| RR                   | 5        | <i>Roystonea regia</i>                           | Florida Royal Palm             | -                         | -       | 12' CT, Matched Ht.      | Native, Drought Tolerant                     |
| SP                   | 5        | <i>Sabal palmetto</i>                            | Sabal Palm                     | -                         | -       | 12'-15' CT, Varied Ht.   | Native, Drought Tolerant                     |
| WB                   | 8        | <i>Wodyetia bifurcata</i>                        | Foxtail Palm                   | -                         | -       | 10' Clear Trunk, Matched |  |
| <b>SHRUBS</b>        |          |  |                                |                           |         |                          |  |
| CH                   | 10B      | <i>Chrysobalanus icaco</i> 'Horizontalis'        | Horizontal Cocoplum            | 3 Gal., 12' Ht. x 12' Sp. | -       | 24" o.c.                 | Native, Drought Tolerant                     |
| HF                   | 28       | <i>Hamelia patens</i> 'Firefly'                  | Firefly Dwarf Firebush         | 3 gal., 14' Ht. x 14' Sp. | -       | 36" o.c.                 | Native, Drought Tolerant                     |
| MF                   | 32       | <i>Myrciathes fragrans</i>                       | Simpson's Stopper              | 7 gal., 32' Ht. x 30' Sp. | -       | 48" o.c.                 | Native, Drought Tolerant                     |
| RE                   | 6        | <i>Russelia equisetiformis</i>                   | Firecracker Plant              | 3 gal., 20' Ht. x 20' Sp. | -       | 48" o.c.                 | Drought Tolerant                             |
| TF                   | 20       | <i>Tripsacum dactyloides</i>                     | Fakahatchee Grass              | 3 gal., 20' Ht. x 20' Sp. | -       | 36" o.c.                 |  |
| ZF                   | 21       | <i>Zamia floridana</i>                           | Coontie                        | 3 Gal., 18' Ht. x 18' Sp. | -       | 36" o.c.                 | Native, Drought Tolerant                     |
| <b>GROUND COVERS</b> |          |  |                                |                           |         |                          |  |
| HL                   | 60       | <i>Helianthus debilis</i> 'vestitus'             | West Coast Beach Sunflower     | 12'x12', 1 gal.           | -       | 18" o.c.                 | Native, Drought Tolerant                     |
| LE                   | 169      | <i>Liriope muscari</i> 'Emerald Goddess'         | Emerald Goddess Liriope        | 12'x18', 1 gal.           | -       | 18" o.c.                 | Drought Tolerant, Rode Groundcovers          |
| TA                   | 1,591    | <i>Trachelospermum asiaticum</i> 'Summer Sunset' | Dwarf Tricolor Asiatic Jasmine | 4" pot                    | -       | 12" o.c.                 | Drought Tolerant, Rode Groundcovers          |
| <b>SOD/SEED</b>      |          |  |                                |                           |         |                          |  |
| CC                   | 4,154 sf | <i>Cynodon dactylon</i> 'Celebration'            | Celebration Bermudagrass       | sod                       | -       | -                        |  |

**BOARDWALK PLACE EAST**

Madeira Beach Requirements:

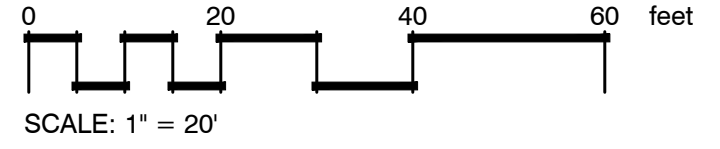
Site - 59,882 SF

Landscape area required - 10%  
59,882 x 10% = 5,988.2 SF Required

Landscape Area Provided - 7,601.25 SF (12.7%)  
(Ground covers, shrubs, trees & park area. Site does not have internal VUA)

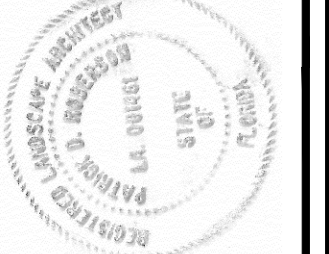
1 Tree required per 400 SF of Landscape Area 5,988 / 400 = 15 Trees Required  
15.3 Trees Provided (13 Proposed Palms + 11 Proposed Tree)  
3 Palms = 1 Tree @ 15' Canopy Spread Required (Palms used in groups of 4 & 5)

See Sheet LA2, LA3 & LA4 for Landscape Notes & Details.



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This item has been digitally signed and sealed by Patrick Roberson, License # LA0001461 on the date of the Digital Signature. The signature must be verified on any electronic copies.



**Patrick Roberson**

Digitally signed by Patrick Roberson  
DN: c=US, serialNumber=PASUS-A30029844, sn=Roberson, givenName=Patrick, cn=Patrick Roberson  
Date: 2026.02.10 15:23:35 -0500

| Rev. | per Madeira Beach comments | 02/10/26 | Date |
|------|----------------------------|----------|------|
| 1    |                            |          |      |
| 2    |                            |          |      |
| 3    |                            |          |      |
| 4    |                            |          |      |
| 5    |                            |          |      |

**JOHNS PASS VILLAGE RESORT**  
Madeira Beach, Florida

**LANDSCAPE PLAN**  
Project No. 25-006  
Date 10/21/25  
Sheet LA1

sunshine state ONE CALL 811  
Know what's below. Call before you dig.  
Preventing damages to buried utilities by connecting excavators and utility members through the Internet.

LANDSCAPE GENERAL NOTES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND REQUIREMENTS

- A. Bidding requirements, general and special conditions, addenda, special requirements, plans, specifications, notes, details, and contract agreements, are hereby made part of the general contract documents.
B. Permits required by any authority or governing jurisdiction, for any installation or construction work described in the contract documents, shall be obtained by the Contractor.
C. The Contractor shall comply with all codes, safety requirements, and environmental regulations of federal, state, local and other regulatory agencies that have jurisdiction over the project.

1.02 APPLICABLE SPECIFICATIONS AND STANDARDS

- A. Standard specifications of technical or professional societies and federal agencies referred to shall include all amendments as of the date of bid submittal.
1. Grades and Standards for Nursery Plants, Florida Department of Agriculture and Consumer Services, Latest Edition.
2. ANSI Standards for Nursery Stock (ANSI Z60.1-2014), America National Standard Institute.

1.03 DESCRIPTION OF WORK

- A. The work included in this Section include the furnishing of all materials, equipment and labor necessary and incidental to the installation and preparation of planting areas, soil treatment, plants, grassing, protection of existing and proposed plants, hauling and spreading of topsoil, finish grading, removal and / or transplanting of existing plants as indicated, warranty, replacement of plants and / or materials, and related items as required to complete the work as indicated on the plans and fulfilling all warranty provisions, as specified herein.
B. The work shall also include the maintenance of all landscape plants and materials, planting areas, and sod / seeded areas until the Final Acceptance by the Owner's Representative.
C. During construction, protect all existing trees, shrubs, and other specified vegetation, site features and improvements, structures, installed elements and utilities specified herein and / or on submitted plans.

1.04 QUALITY ASSURANCE

- A. The landscape installation shall be by a single firm specializing in landscape work of the type and scale as shown on the plans. The selected firm may not subcontract out more than 50% of the work described by the plans and specifications.
B. The plant list as shown on the plans is for the Contractor's information only and no guarantee is expressed or implied that quantities shown therein are correct or that the list is complete.
C. Substitutions of plant materials will not be permitted unless authorized in writing by the Owner's Representative.
D. The Contractor shall review and verify the proposed and existing site elements, including but not limited to, storm drainage, water, sewer, phone, cable and electrical utilities, paving, site grading, buildings, walks, hardscape, and vegetation to preclude any misunderstanding and ensure a trouble free installation.

1.05 SELECTION AND TAGGING

- A. Plants shall be subject to inspection for conformity to specification requirements and approval by the Owner's Representative at their place of growth, or upon delivery to the site, as determined by the Owner's Representative.
B. A written request for the inspection of plant material at their place of growth shall be submitted to the Owner's Representative at least fifteen (15) calendar days prior to installation.
C. The Owner's Representative may designate a single plant to serve as the minimum representation of an approved plant type (species and size) sample for the total quantity for the project.
D. All plants may be selected and tagged by the Owner's Representative at their place of growth.
E. If re-inspection of rejected plant material is required at a site other than the project site, the Contractor shall pay the Owner's Representative's time and expenses incurred during the re-inspection.

1.06 SUBMITTALS

- A. Submit planting schedule showing scheduled dates for each type of planting in each area of site two weeks prior to beginning work.
B. Submit certificates of inspection, as required by governmental authorities, and manufacturers or vendors certified analysis for soil amendments, herbicides, insecticides and fertilizer materials and any additional data that indicates that the materials comply with specified requirements.
C. Prior to installation of the plant material and topsoil, samples of all landscape materials (topsoil, mulch, fertilizer, etc.) will be required for approval on the site or as otherwise determined by the Owner's Representative for review and approval.
D. The Contractor shall conduct a minimum of three (3) soil tests at locations as shown on the plans or determined by the Owner's Representative.
F. Certificates of Plant Inspections shall accompany invoices for each shipment of plants as required by law for transportation.
G. Upon Final Acceptance of the plant materials, the Contractor shall submit two (2) written maintenance instructions recommending procedures for maintenance of plant materials for a one year cycle.

1.07 DIGGING AND HANDLING OF PLANT MATERIALS

- A. Anti-transpirants, if specified, are to be applied to plants in full leaf immediately before digging. A film shall adequately cover all foliage.
B. Trees designated as Ball and Burlap (B&B) shall be properly dug with firm natural balls of soil retaining as many fibrous roots as possible in sizes and shapes as specified in the most recent edition of the American Standard for Nursery Stock.
C. Boots shall be removed from the trunk of sabal palms unless otherwise specified by the Owner's Representative.
D. Do not damage the buds of any palms and take necessary care to protect the bud during digging, handling, transportation and installation.

1.08 TRANSPORTATION AND STORAGE OF PLANT MATERIAL

- A. Fresh dug B&B material is given preference over plant material held in storage. Plant material held in storage will be rejected if excessive growth or dieback has occurred in storage.
B. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
C. During transportation of plant material, the Contractor shall exercise care to prevent injury and drying out of the trees.
D. Plants must be protected at all times from the sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade and kept well watered.
E. Plant material that is stored improperly shall receive a special review of acceptance or rejection, established on a case by case basis.
F. Topsoil shall be kept dry and loose for planting bed mixes.

1.09 MECHANIZED TREE SPADE REQUIREMENTS

- A. Existing trees to be relocated may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar B&B root ball diameter according to the American Standard for Nursery Stock, or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the Owner's Representative prior to use. Trees shall be planted at the designated locations in the manner shown in the plans and in accordance with applicable sections of the specifications.

1.10 JOB CONDITIONS

- A. Existing Structures / Conditions:
1. The Contractor shall protect existing pavement, buildings, walks, curbing, walls, hardscape elements, utilities and planting materials (trees, shrubs, ground covers, etc.) which are not designated for removal on the plans from damage.
2. The Contractor shall request the proper utility company to stake the exact location of all underground lines including but not limited to electric, gas, cable and/or telephone service prior to layout and excavating of any planting area. The Contractor shall contact Sunshine State One-Call of Florida, Inc. (SSOCOF) at 811 or 1-800-432-4770. Per SSOCOF, the calls shall be made a minimum of two days and a maximum of five days before

beginning construction operations. Any conflicts found through this service shall be brought to the immediate attention of the Owner's Representative for resolution. Not all utilities are members of the Sunshine State One-Call system and direct contact shall be taken as necessary.

- 3. The Contractor shall be responsible for the preservation and protection of all site conditions to remain from damage due to this work. In the event damage does occur, all damage shall be completely repaired to its original condition. All the costs of such work shall be charged to and paid by the Contractor.
4. The Contractor shall thoroughly examine the project site, including sub-surface soil conditions, existing and proposed elevations and general conditions under which the work is to be performed. The Contractor shall notify in writing of any conflicts or unsatisfactory conditions discovered, prior to beginning work.
5. Should large rocks, debris, buried garbage, building materials, or other obstructions be encountered that cannot be removed with a trencher or backhoe, the Owner's Representative shall be notified immediately and the cost for this excavation shall be negotiated, if not previously stipulated in the contract documents.
6. The Contractor shall provide barricades for work immediately adjacent to existing walks, roadways, building and adjacent properties to provide protection from damage due to demolition or installation activities, especially by heavy equipment. These barricades shall also provide safety for pedestrians and automobiles within the project area during construction activities.

B. Protection of Existing Plant Materials:

- 1. The Contractor shall be responsible for all unauthorized cutting or damage to existing trees not marked for removal on the plans. Such damage may be caused by operation of equipment, stockpiling of materials, careless labor, etc.. This shall include compaction by driving or parking inside the drip-line of trees or the spillage of oil, gasoline, or other deleterious materials within the drip-line of trees.
2. Trees or palms killed or damaged shall be replaced at a cost to the Contractor of Two Hundred Dollars (\$200.00) per one (1) inch of DBH (diameter at breast height) on an escalating scale that adds an additional twenty percent (20%) per inch for trees and palms over four inches in DBH.
3. The Contractor shall have a clear understanding and identify each existing tree, shrub and / or palm that is designated to remain or to be removed. The Owner's Representative shall verify designations prior to commencement of construction.
4. The Contractor shall maintain tree barricades at all times during the construction activities on the project for all existing trees, palms and other plant material within and adjacent to the limits of construction that are specified to remain.
5. The Contractor shall provide an International Society of Arboriculture (I.S.A.) Certified Arborist with a minimum of five (5) years experience with similar projects, to direct appropriate pruning (roots, branches) and/or other treatment necessary to ensure the health, viability and attractiveness of trees and palms to remain.

C. Coordination:

- 1. The Owner reserves the right to contract for and perform other or additional construction on or adjacent to the work covered by these specifications.
2. The Contractor shall conduct the work so as not to interfere with or hinder the progress of construction activities performed by other contractors.
3. The Contractor shall arrange the work, place and dispose of the materials being used as not to interfere with the operations of the other contractors within or near the limits of the Project.
4. The Contractor shall prepare a construction schedule upon the award of the contract and forward to the Owner's Representative for approval.
5. The Contractor shall be responsible for all cost associated with completion of work in the specified time as stated in the approved project schedule, including any unforeseen overtime hours or holiday cost.

D. Inspection of Work:

- 1. Uncover specified work when directed by the Owner's Representative without compensation. Should the material, workmanship, or method of installation not meet the standards specified herein, the Contractor shall replace the work at his own expense.
2. Rejected work shall be removed and corrected within seventy-two (72) hours upon notification of rejection by the Owner's Representative.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Plant Materials:

- 1. Plants shall be true to species, variety and size as specified on the plans and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project.
2. Plant species nomenclature and identification shall be as designated by Hortus Third, Bailey and Bailey, or Standardized Plant Names, American Joint Committee on Horticulture Nomenclature.
3. All plant material shall comply with all required inspections, grading standards and plant regulations, as set forth by the Florida Department of Agriculture and Consumer Services Division of Plant Industry, Grades and Standards for Nursery Plants, latest edition. All plant material shall also conform to ANSI Standards for Nursery Stock (ANSI Z60.1-2014).

Plant materials not specifically covered in "Florida's Grade and Standards for Nursery Plants" shall conform to a minimum grade of Florida No. 1 as to: health and vitality, condition of foliage, root system, freedom from pests or mechanical damage; heavily branched and densely foliated according to the accepted normal shape; freedom from low and/or "V" shaped crotches.

- 4. The minimum grade for all plant material shall be Florida No. 1 or better.
5. All container grown materials shall be healthy, vigorous, well-rooted plants and established in the container so that the root mass will retain its shape and hold together when removed from the container.
6. Unless specifically noted, all plant material shall be of specified quality, symmetrical, fully developed in form. The plant material shall be sound, healthy, vigorous, well-branched and densely foliated when in leaf, free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems.
7. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 3/4 inch in diameter that are not completely closed will be rejected.
8. Palms shall have straight trunks (within 3 degrees of vertical) unless other wise stated on the plans. Palms shall be free from burn marks and / or other damage to the trunk.
9. Any plant material showing signs of shock will be reviewed by the Owner's Representative on a case by case basis for acceptance or rejection.
10. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the Owner's Representative.
11. Nurseryman's Responsibility for Correct Grade of Plants: In the event that it becomes apparent that any nursery supplying plants for this Work has knowingly and consistently represented the grade of plants as being higher than the actual grade as determined under the provisions, all plants delivered from such source shall be removed from the job at the Contractor's expense, and no further plants will be acceptable from such nursery until written evidence is submitted and conformed that all material for delivery has been inspected and approved by inspectors of the State Plant Board as being of the grade as represented.

12. Plant Measurements:

- a. Trees and Palms:
Overall heights for trees shall be measured from the ground to the average height of canopy. Spread shall be measured to the end of branching equally across the crown that is symmetrical above the main trunk.
Tree caliper (trunk diameter) is measured 6 inches from the ground on trees up to and including 4 inches in caliper, and 12 inches above the ground for larger trees, per Florida Grades and Standards for Nursery Plants.
Tree DBH (diameter at breast height) is measured at 4 1/2 feet above grade / top of root ball.
Clear trunk (C.T.) height for palms shall be measured from the soil line to a point in the canopy where the trunk caliper begins to taper abruptly, per Florida Grades and Standards for Nursery Plants.
b. Shrubs:
Overall heights for shrubs shall be measured from the ground to the average point where mature plant growth stops. Spread shall be measured to the end of branching equally across the shrub mass.

- 13. Balled and burlapped (B&B) plants (field grown trees and palms) shall be dug with firm, natural balls of soil of sufficient size to encompass the fibrous and feeding roots of the plants. No plants moved with a ball shall be planted if the ball is cracked or broken. B&B root balls shall exhibit small white fibrous roots coming through the burlap. Field grown trees and palms shall be nursery grown material.

Root pruning and hardening off of plant material shall be done a minimum of six (6) weeks or for a period as determined by the Owner's Representative, prior to planting at the project. The supplier of the tree material shall supply certification of the date of root pruning and harvest date of the tree material, prior to the installation of the trees at the project site.

Protect roots or balls of plants at all times from sun and drying winds, excess water and freezing, as necessary until planting.

B. Prepared Planting soil:

- 1. Prepared planting soil shall be fertile, friable natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks and other foreign materials. The acidity range shall be between pH 5.5 and 6.5. Prepared planting soil mixture shall consist of three (3) parts native topsoil meeting the above requirements and one (1) part peat. The peat shall be brown to black in color, sterile, weed and seed free, granulated raw peat, containing not more than 9% mineral content on a dry basis.

C. Water:

- 1. Planting shall be coordinated with the underground automatic irrigation system(s) installation. The irrigation system is to supply 100 percent coverage of water to all required landscape plant material and turf at time of landscape installation.
2. The Contractor shall supply supplemental water: over the amount of water supplied by the irrigation system, for establishment to all newly installed trees and palms for ninety (90) days, commencing immediately after installation. Supplemental water can be supplied by water truck or direct water source on site (nose bib, reclaimed water, pump/well source), and shall be applied in such a manner to avoid disturbance to mulch and soil, and to avoid damage to plant materials.
3. All water necessary for watering shall be of satisfactory quality to sustain adequate growth of plants and shall not contain harmful natural or manmade chemicals, acids, alkalis, salts or other elements detrimental to plants.
4. During the landscape installation, the Contractor is responsible to water-in plants at no cost to the Owner and continue watering until Final Acceptance.
5. The Contractor shall be responsible for the watering schedule, and shall determine the amount, frequency per week and number of weeks required for plant establishment.
6. Watering shall be accomplished in a workmanlike manner in accordance with the best-recognized watering practice of the trade.
7. The plant material shall be watered to contain sufficient moisture for size and type of plant. The moistened condition shall extend to at least the full depth of the rooting zone.

D. Fertilizer:

- 1. Fertilizer shall be complete, uniform in composition, dry and free flowing. Fertilizer shall be delivered to the site in the original unopened containers, each bearing the manufacturer's statement of analysis. Store in a manner to prevent wetting and deterioration.

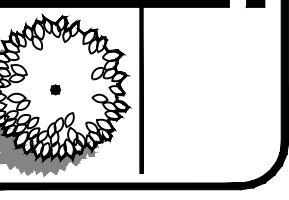
E. Mulch:

- 1. 100% organic shredded Melaleuca, Pine bark or Eucalyptus mulch (or type approved by the Owner) shall be utilized and installed to a wetted depth of three (3) inches. Mulch shall be free of extraneous sticks and other tree residue.

F. Herbicide:

- 1. A pre-emergent herbicide (DOW Snapshot or approved equal) shall be applied to all planting areas as specified in Section 3.

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Florida License # LA0001461



This item has been digitally signed and sealed by Patrick Roberson, License # LA0001461 on the date of the Digital Signature. The seal must be verified on any electronic copies.



Patrick Roberson

Digitally signed by Patrick Roberson
DN: c=US, serialNumber=PASUS-A330029844, sn=Roberson, givenName=Patrick, cn=Patrick Roberson
Date: 2026.02.10 15:23:54 -0500

Project Title: JOHNS PASS VILLAGE RESORT
Revision: 02/10/26
Date:
Rev. per Madeira Beach comments

JOHNS PASS VILLAGE RESORT
Madeira Beach, Florida

LANDSCAPE NOTES & DETAILS
Project No. 25-006
Date 10/21/25
Sheet LA2

2. All planting and lawn areas shall be free of nut grass, torpedo grass, and other noxious weeds. "Round-Up" or approved equal shall be applied to all planting areas as specified in Section 3.

G. Sod

1. Sod shall be as specified on the plans, in areas designated on the plans, and for disturbed areas within the construction limits, grass sod type shall be well matted with grass roots. The sod shall be taken up in rectangles, preferably 12" x 24", shall be a minimum of 2" in thickness, and shall be live, fresh, and uninjured at the time of planting. Sod shall be a minimum of 95% free from all noxious weeds, other grasses, and extraneous materials. The sod shall have a soil mat of sufficient thickness adhering to the roots to withstand all necessary handling.

2. The sod shall be planted as soon as possible after being dug, and kept moist and shaded until it is planted. Dumping from vehicles will not be permitted and damaged sod will be rejected. Replanting shall be performed within 24 hours after time of harvesting or sod shall be stacked in an approved manner and properly moistened until planted. Sod which has been cut for more than 72 hours shall not be used unless specifically authorized by the Owner's Representative, after inspection of the sod.

PART 3 - EXECUTION

3.01 INSPECTION

A. Utilities (Overhead and Underground)

1. The work area may have existing utilities, such as, but not limited to, irrigation, phone, cable, electrical, water, sanitary sewer, and storm sewer. The locations of some of these existing utilities may have been indicated on the Plans. However, no guarantee is implied that the Plans are accurate or complete in reference to existing utility information. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any work that could result in damage or injury to persons, utilities, structures or property. The Contractor shall make a thorough search of the site for utilities, structures, etc., before work is commenced in any particular location.

2. The Contractor shall take immediate steps to repair, replace, or restore all services to any utilities or other facilities which are disrupted due to the Contractor's operations. The Contractor shall also engage any additional outside repairs on a continuous basis until services are restored. Contractor shall provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All responsibility for damage due to negligence on the part of the Contractor shall be borne by the Contractor and the Contractor shall also be fully responsible for any and all claims resulting from the damage.

3. Should utilities, structures, etc., be encountered which interfere with the work, the Owner's Representative shall be consulted immediately for a decision to be made on the relocation of the work so the conflict can be resolved, if the obstruction cannot be relocated.

4. The Contractor shall not purposefully disrupt or disconnect any type of utility without first obtaining the written permission of the Owner's Representative and utility owner/company. Requests for disconnection must be in writing and received by the Owner's Representative and applicable utility owner/company at least 72 hours prior to the time of the requested interruption.

3.02 EXCAVATION / PREPARATION OF PLANTING AREAS

A. The Contractor shall notify the Owner's Representative, in writing, of soil conditions that the Contractor considers detrimental to the growth of plant material. These conditions are to be described, as well as suggestions for correcting them. Proper soil percolation must be assured at a minimum rate of 1/2" percolation per hour to a depth of a typical tree planting pit.

B. Planting areas are to be finished graded to conform to grades on engineering drawings or as noted on the landscape drawings, after full settlement and installation has occurred. The Contractor shall correct or repair the grades as necessary to conform to the finished grades specified. All planting areas shall be free from concrete debris, lumps, depressions, rocks, sticks or other debris and shall be raked and graded smooth to conform to the finish grades after the installation of landscape materials. The planting areas shall provide positive surface drainage without puddling of water. This requirement is applicable to sodded areas also. Sodded areas shall present a smooth and finished appearance, meeting finished grades as specified after installation.

3.03 DIGGING, DELIVERY, STORAGE, AND HANDLING

A. Protection of Palms:

Only a minimum of fronds shall be removed from the crown of palm trees to facilitate moving and handling. Palm heads shall be tied with a burlap strip per the following procedure: Prune the outer ring of fronds. Tie the remaining fronds with biodegradable twine. Tied fronds and bud tip shall not be clipped. Twine shall be left in place until a time as determined by the Owner's Representative, not to exceed date of Final Inspection. Sabal palms shall be "cigar cut", per industry standards, prior to installation at the project site and only at the direction of the Owner's Representative.

B. Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order. Upon arrival, the certificate shall be filed with the Owner. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Owner's Representative. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.

C. Plant material that is stored improperly shall receive a special review of acceptance/rejection, established on a case by case basis.

D. Cover plants transported on open vehicles with a protective covering to prevent windburn and other wind damage.

3.04 PLANTING PROCEDURES

A. All materials and equipment shall be installed in a neat and workmanlike manner. The Owner's Representative reserves the right to direct the removal and replacement of any items, which, in his opinion, do not present an orderly and workmanlike appearance. Plant locations may also be adjusted by the Owner's Representative due to unforeseen on-site conditions.

B. Work Notification:

1. Notify Owner's Representative at least seven (7) working days prior to installation of plant material. All plant samples to be reviewed for approval prior to notification.

C. Cleaning-up Prior to Commencing Work:

1. Clean-up work and planting areas of rubbish or objectionable matter. Mortar, concrete and toxic material shall be removed from the surface of all plant beds. These materials shall not be mixed with the soil. Should the Contractor find conditions beneath the soil, which will in any way adversely affect the plant growth, he shall immediately call it to the attention of the Owner's Representative. Failure to do so before planting shall make the corrective measures the responsibility of the Contractor.

D. Obstructions Below Ground:

1. If underground construction, utilities or obstructions are encountered during the excavation of planting areas or pits, alternative locations for the plant material shall be selected by the Owner's Representative. Such changes in location shall be made by the Contractor without additional compensation.

E. Plant Material Layout:

1. Stake tree or plant locations depicted on the Plans prior to digging pits, making all necessary adjustments. Large planting areas shall be scaled from the plans and plants spaced according to specified spacing on the plant list. All proposed planting areas must be approved for planting by the Owner's Representative prior to placement of prepared planting soil backfill mix. Planting areas shall be free of extraneous materials and capable of percolation prior to backfill.

2. All required trees and palms shall be placed a minimum of four (4) feet from impervious surfaces. Shrubs shall be placed a minimum of 18 inches as measured from the edge of the plant.

3. All shrub beds shall be considered as a single mulched area. There shall be no sod incorporated within such planted areas. All shrub and groundcovers shall be mulched curb-to-curb or edge of planting bed, unless otherwise indicated. The top of mulch shall be level with the top of curb or surrounding grade.

F. Excavation for Planting:

1. Sides of pits and trenches shall be vertical. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, and/or obstructions, the Owner's Representative shall be notified before planting. Sites with poor drainage may require the use of sloped sides, for pits or trenches.

2. In planting areas where soils have been compacted to a density, which is detrimental to plant growth, loosen soils to allow root penetration beyond the planting pit.

3. Fill excavations for trees and shrubs with water and allow to percolate out just prior to planting. Percolation rate should be a minimum of 1/2" per hour. If soil does not properly percolate, notify the Owner's Representative immediately for resolution.

4. Width of planting pit shall be 3 times the diameter of the rootball in highly compacted or poorly draining soils, with the sides of the pit sloped.

G. Fertilizer:

1. Trees and Shrubs: Fertilizer shall be Osmocote Time Released Fertilizer and composed of a fertilizer ratio of 3:1:1 or 3:1:2, (nitrogen: phosphorus: potassium) and contain all primary and secondary trace elements, or approved equal. Trees are not to be fertilized for one year after planting.

2. Sodding: Fertilizer shall be composed of sixteen percent (16%) nitrate nitrogen, four percent (4%) phosphorus, eight percent (8%) potassium and contain all primary and secondary trace elements for sodded areas, or approved equal.

3. Palms: Fertilizer shall be composed of twelve percent (12%) nitrogen, four percent (4%) phosphorus, twelve percent (12%) potassium and contain all primary and secondary trace elements for Florida palm trees.

4. Fertilizer shall be applied at the rates recommended by the manufacture and soil testing laboratory. Fertilizer shall be applied as a top dressing only, placed under the mulch layer and shall not be mixed in with the backfill material at time of installation. The Contractor shall apply fertilizers at the time of installation per applicable local, state and/or federal restrictions and regulations. These restrictions may include time of year and chemical composition. Contractor to adjust fertilization accordingly. Fertilizer shall be applied per ANSI 300, Part 2 - 1998 and Best Management Practices, Tree and Shrub Fertilization, ISA, except where in conflict with applicable local, state and/or federal restrictions and regulations.

H. Material Placement:

1. Trees, shrubs and ground cover shall be set straight and at such a level, that after settlement, the plant ball will stand flush, to 1 1/2" - 1" above grade. Each plant shall be set in the center of the planting pit (see planting details). Planting soil shall be thoroughly "watered-in" to remove all air pockets around the root ball. Do not rely on the irrigation system to achieve this task. All burlap, rope wires, etc. shall be loosened from the top and sides of the ball, but no burlap shall be pulled from underneath. No more than two (2) inches of soil shall remain over the first major root closest to the soil surface. Remove non-biodegradable nursery wrappings and unwarp burlap from the top 1/3 of the rootball.

2. Plant materials such as trees, shrubs and groundcovers shall be planted prior to the planting of the grassed / sodded areas. The grassed / sodded areas shall be protected during and repaired if damaged during the planting installation activities.

3. All new furnished trees and palms shall be set plumb at the time they are installed to within a tolerance of three (3) degrees from vertical. Trees and palms found not to be vertically aligned will not be accepted.

4. All plant material shall be installed and maintained at all times in a manner whereby traffic control signs and devices will not be screened to motorist or pedestrians.

I. Water Basin:

1. A basin shall be built around all plants or trees that stand-alone and are not located in larger mulched beds. A water-holding soil-dam shall be built on the outside edge of the planting pit to form a basin of sufficient volume to hold water, as per the Planting Details.

J. Pruning:

1. Each tree shall be pruned to preserve the natural character of the plant as shown on the Plans. All softwood (sucker growth) and all broken or badly damaged branches shall be removed with a clean cut. Pruning procedures shall conform to ANSI A300 Part 1 - 2001 and Pruning and Best Management Practices, Tree Pruning, by the International Society of Arboriculture. All pruning shall be previously approved by the Owner's Representative.

K. Tree and Palm Staking and Guying:

1. Procedure shall be in accordance with sound nursery practices and by the approval of the Owner's Representative to ensure stability and maintain plants in an upright position. Refer to planting details on the plans for specific procedure for each tree/palm requirement.

L. Mulching:

1. Within one week after the planting, mulch material, as specified, shall be uniformly applied to a minimum wetted thickness of three (3) inches or as indicated on the Plans, over the entire area of the backfilled hole or bed. The mulch shall be maintained continuously in place until the time of final inspection.

2. All trees not within planting beds shall be mulched within a three (3) foot diameter of the tree.

3. Do not place mulch immediately against trunks of trees and palms.

3.05 HERBICIDE WEED CONTROL

A. A pre-emergent herbicide (DOW Snapshot or approved equal) shall be applied to all planting areas at rates according to label directions and the following methods.

B. All planting and lawn areas shall be free of nut grass, torpedo grass, and other noxious weeds. "Round-Up" or approved equal shall be applied to all planting areas as needed and determined on-site by the Owner's Representative and the Contractor for weed control.

1. Seasonal planting beds and turf areas will not only be excluded, but specifically protected from accidental broadcast of material to those areas. Shrub and ground cover beds using containerized plant materials will be treated.

2. Planting will be properly installed, soil tamped and final watering complete for 24 hours before application. Treated areas shall be inspected by Owner's Representative prior to mulch application. Mulch will be applied after the pre-emergent weed killer is broadcast.

3. The Contractor shall prevent the herbicide material from lodging on the shrub foliage or the leaf axil and the Contractor shall the plant material free from herbicides during application.

4. Turf areas near beds which receive pre-emergence herbicide must be protected from accidental spillage or drift. If herbicide damage becomes evident within the first growing season, the Contractor will replace damaged sod and topsoil to a depth of four (4) inches.

3.06 SODDING

A. Soft spots and inequalities in grade shall be corrected before starting sod work.

B. Soil shall be watered before planting.

C. Tamp or roll all newly installed sod. Sod shall be thoroughly watered in.

D. The setting of the pieces shall be staggered so as to avoid a continuous seam. The offsets of individual strips shall not exceed 6". In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a feathered edge effect. On steep slopes, the Contractor shall, if so directed, prevent the sod from sliding by means of wooden pegs driven through the sod blocks into firm earth, at directed intervals. Sod shall be placed in rows perpendicular to the slope.

E. The sod shall be kept in a moist condition to the full depth of the rooting zone for at least two (2) weeks after placement. It is the responsibility of the Contractor to apply water as necessary until the sod roots begin to grow. This period shall be extended for a period of thirty (30) days during low rainfall period for any non-irrigated Bahia sod and/or seeded areas. St. Augustine species sod shall have a permanent underground irrigation system providing 100% head to head coverage at time of installation.

3.08 PROJECT APPEARANCE

A. The project site shall be kept in a relative neat and clean appearance throughout the course of the landscape installation. Perform cleaning during installation of the work and upon completion of the work. Remove from the site all excess materials, soil, debris, and equipment. Repair damage resulting from planting and other landscape installation operations.

3.09 PROJECT WARRANTY

A. New Plant Material:

1. Provide one (1) year warranty covering the life and satisfactory condition of all planted materials. All sod shall be warranted for 90 days after Final Acceptance. The one (1) year warranty does not begin until the entire landscape installation has been accepted by the Owner's Representative at the time of Final Acceptance for Landscape work. After the one (1) year warranty period, the Owner's Representative shall conduct the Project's Final Inspection.

2. All plant material and turf not found in a healthy growing condition, questionable survivability or dead at the end or at any time during the warranty period shall be removed from the site and replaced within ten (10) calendar days after written notice.

B. Replacement Materials and Methods:

1. All plant material replacements shall be of the same kind and size as specified in the Plant List. They shall be furnished, planted, mulched and watered-in as specified at no additional cost to the Owner. These replacement materials shall be bound to the same warranty conditions as the original materials.

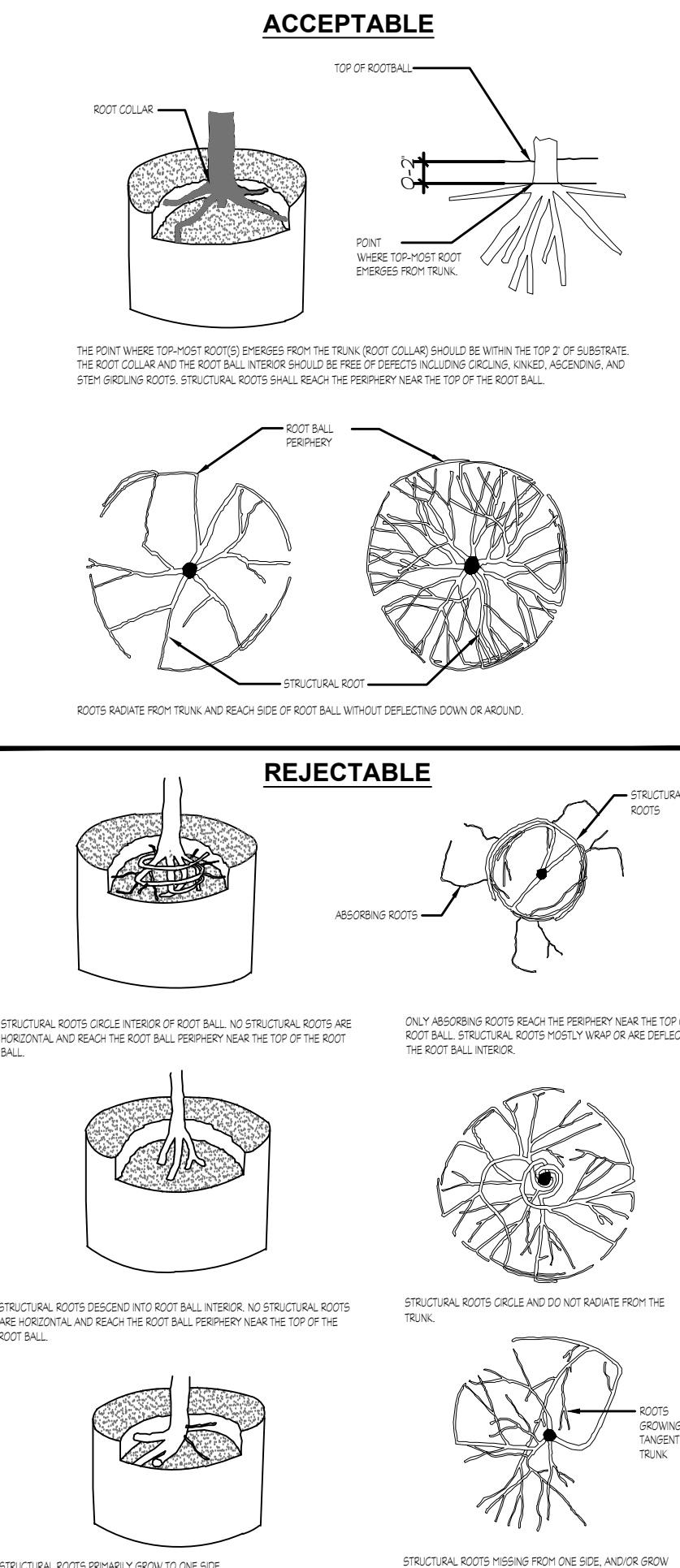
C. Exceptions to Warranty:

1. Damage to plant material from obvious vandalism, theft, Owner's neglect, or acts of providence (i.e., prolonged flooding, gale force winds, etc...), or incidents beyond the Contractor's control will not be covered under this warranty.

3.10 FINAL INSPECTION AND ACCEPTANCE OF WORK

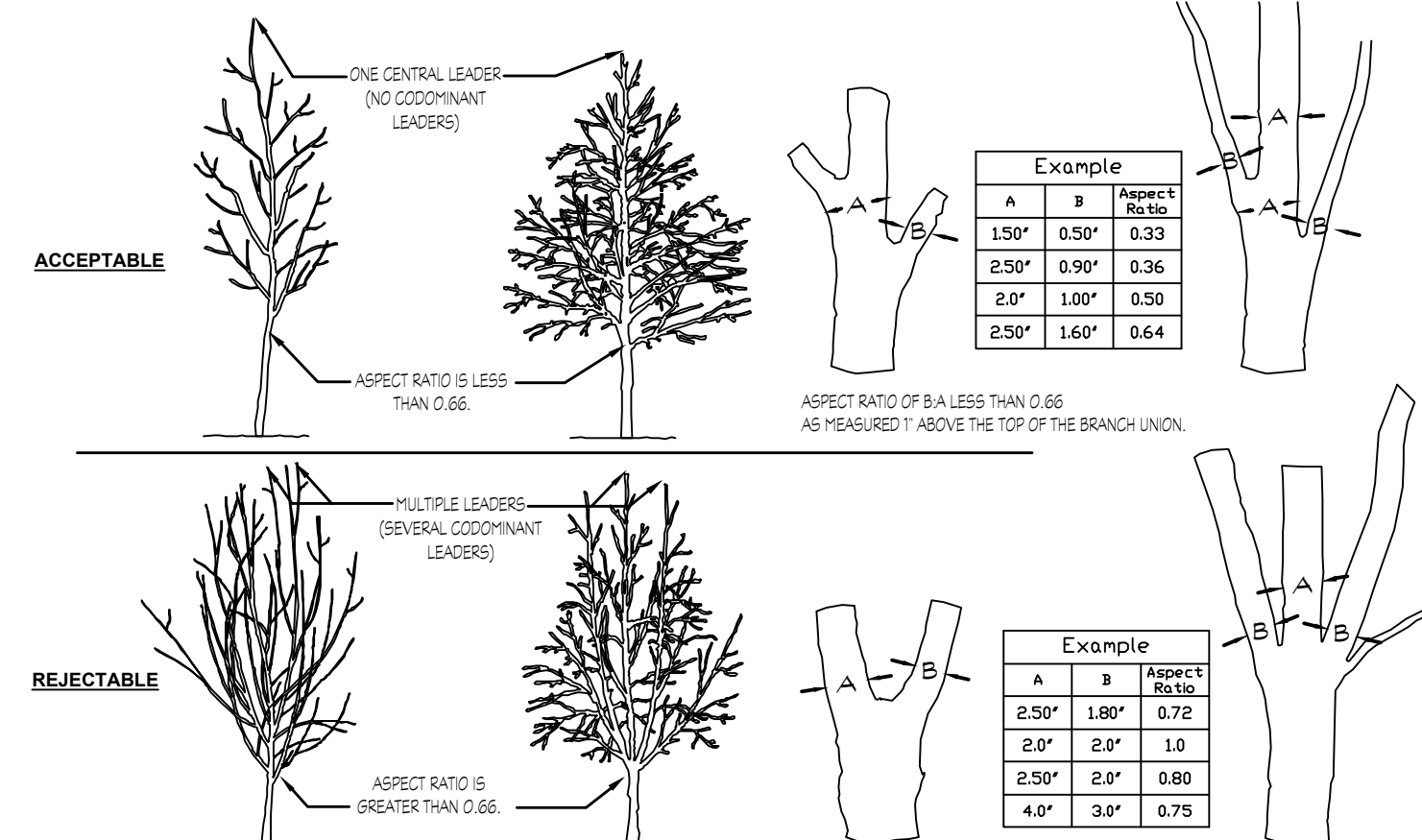
A. The Contractor shall notify the Owner's Representative in writing, a minimum of ten (10) days in advance, when all work is substantially complete to schedule a substantial completion. Based on this inspection, the Owner's Representative will develop a punch list of items to be addressed by the Contractor. Upon completion of Punch List items, the Contractor shall coordinate with the Owner's Representative to schedule a Final Acceptance inspection. At the time of Final Acceptance, the warranty period shall begin.

B. Upon Final Acceptance of the plant material, the Contractor shall submit two (2) written maintenance instructions recommending procedures for the maintenance of plant materials and sod, for a one year period.



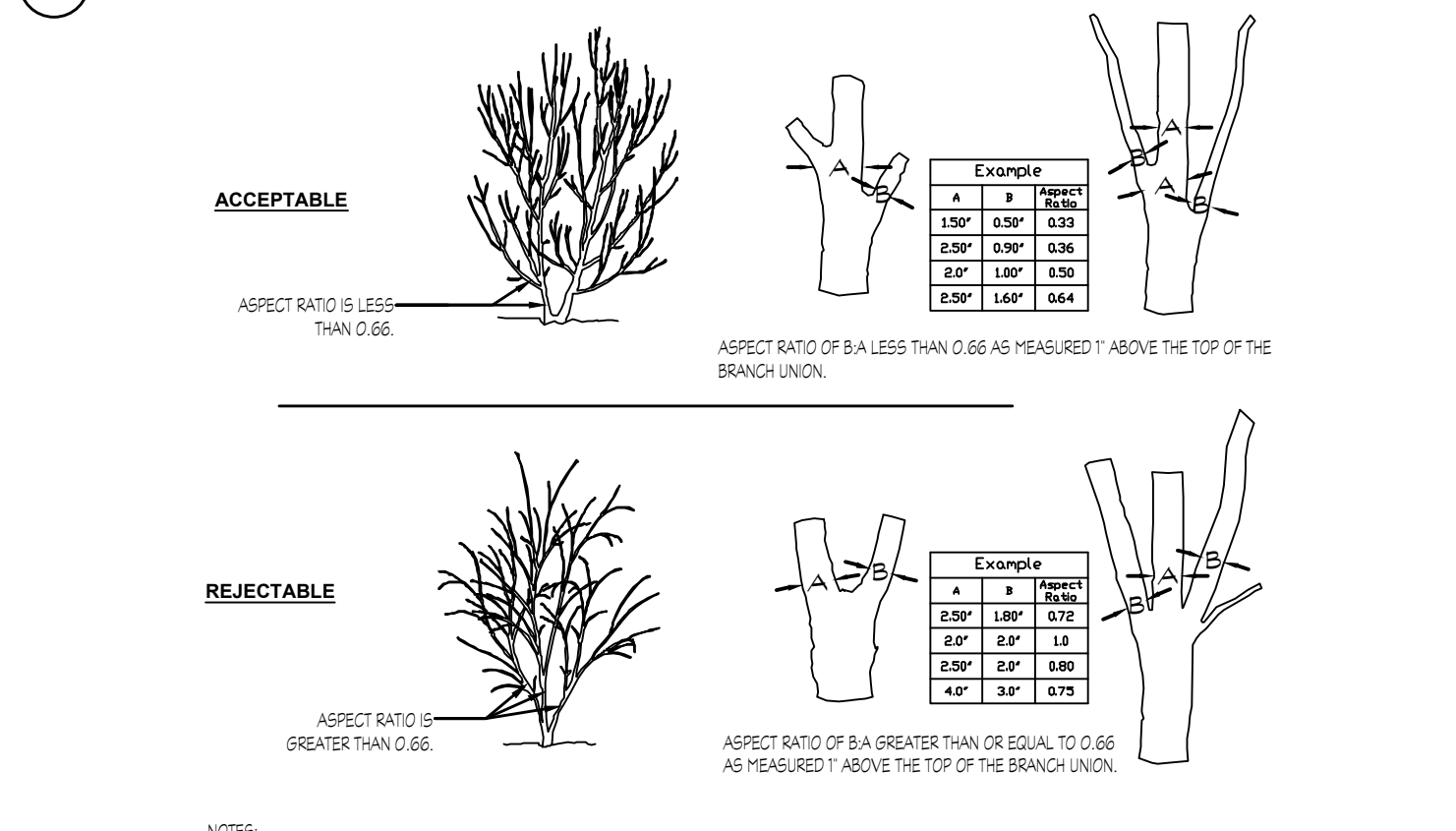
NOTES: 1- OBSERVATIONS OF ROOTS SHALL OCCUR PRIOR TO ACCEPTANCE. ROOTS AND SUBSTRATE MAY BE REMOVED DURING THE OBSERVATION PERIOD. SUBSTRATE/ SOIL SHALL BE RE-ADDED AFTER OBSERVATION HAS BEEN COMPLETED. 2- SMALL ROOTS (1/4" OR LESS) SHALL BE REMOVED UP, OR DOWN THE ROOT BALL PERIMETRY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE UNLESS THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIMETRY CAN BE REMOVED AT THE TIME OF PLANTING. 3- SEE SPECIFICATIONS FOR REQUIREMENTS.

ROOT OBSERVATIONS DETAIL



NOTES: 1- ASPECT RATIO SHALL BE LESS THAN 0.66 ON ALL BRANCH UNIONS. ASPECT RATIO IS THE DIAMETER OF BRANCH (B) DIVIDED BY THE DIAMETER OF THE TRUNK (A) AS MEASURED 1' ABOVE THE TOP OF THE BRANCH UNION. 2- ANY TREE NOT MEETING THE CROWN OBSERVATIONS DETAIL MAY BE REJECTED.

CROWN OBSERVATIONS - HIGH BRANCHED



NOTES: 1- ASPECT RATIO SHALL BE LESS THAN 0.66 ON ALL BRANCH UNIONS. ASPECT RATIO IS THE DIAMETER OF BRANCH (B) DIVIDED BY THE DIAMETER OF THE TRUNK (A) AS MEASURED 1' ABOVE THE TOP OF THE BRANCH UNION. 2- ANY TREE NOT MEETING THE CROWN OBSERVATIONS DETAIL MAY BE REJECTED.

CROWN OBSERVATIONS DETAIL - MULTI

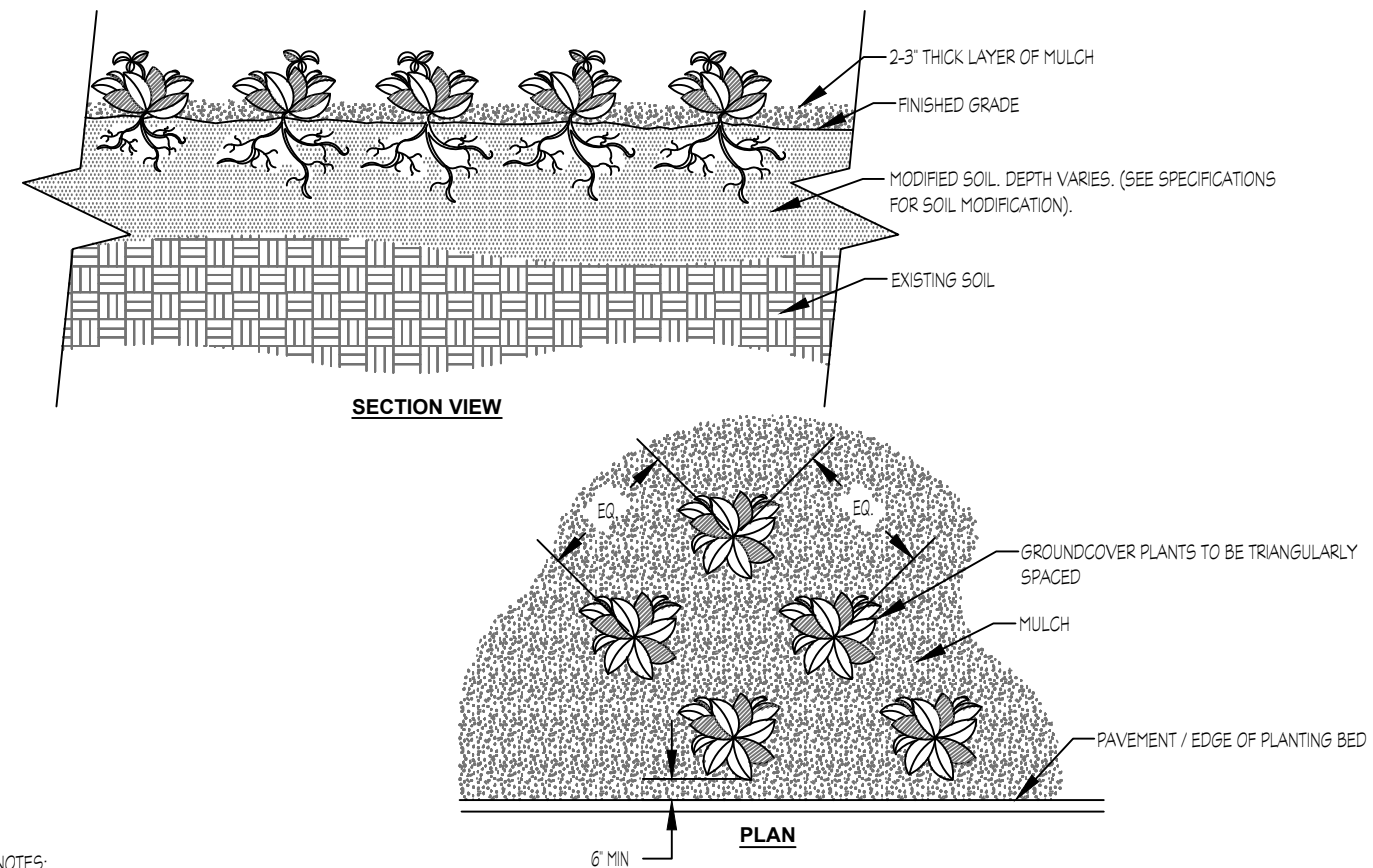
ROBERSON RESOURCE GROUP Landscape Architecture & Consulting. PO Box 5585, Maryville, TN 37602. Phone: 727-265-4258. Web: RRGGLA.com. Florida License # LA0001461.

Patrick Roberson. Digitally signed by Patrick Roberson. DN: cn=US, serialNumber=PARUS-A3002944, sn=Roberson, givenName=Patrick, cn=Patrick Roberson. Date: 2026.02.10 15:24:15 -0500.

Project Title: JOHNS PASS VILLAGE RESORT. Location: Madeira Beach, Florida. Date: 02/10/26. Revision: 02/10/26. Comments: Rev. per Madeira Beach.

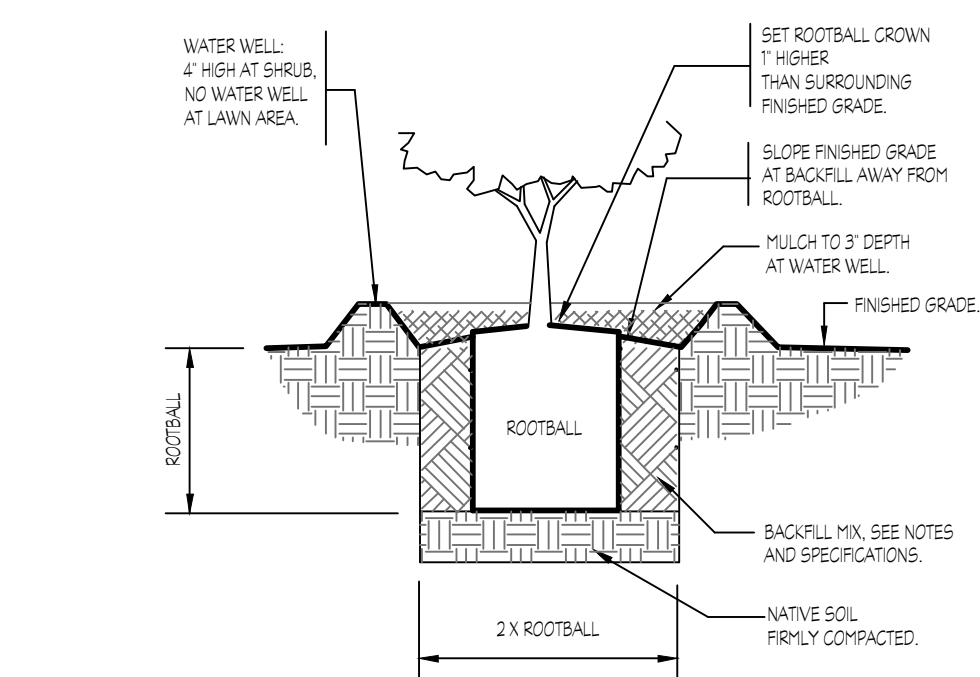
JOHNS PASS VILLAGE RESORT. Madeira Beach, Florida.

LANDSCAPE NOTES & DETAILS. Project No: 25-006. Date: 10/21/25. Sheet: LA3.

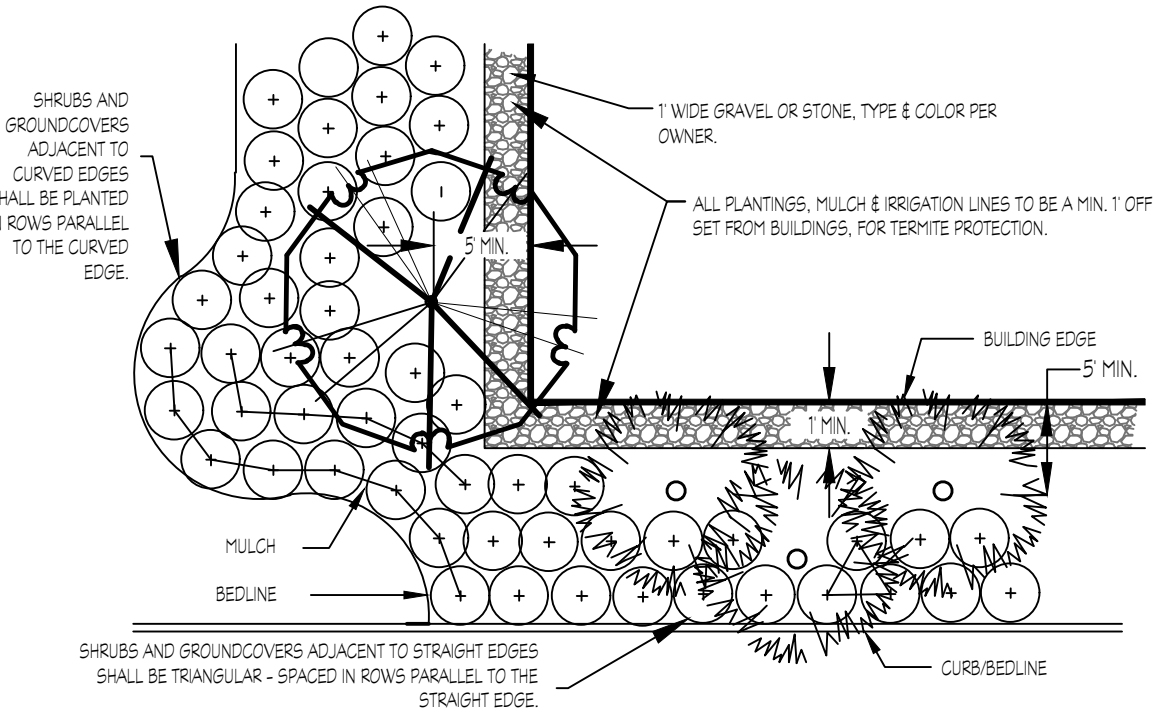


NOTES:  
 1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.  
 2- SMALL ROOTS (1/4" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING.  
 3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

**1 GROUNDCOVER PLANTING**

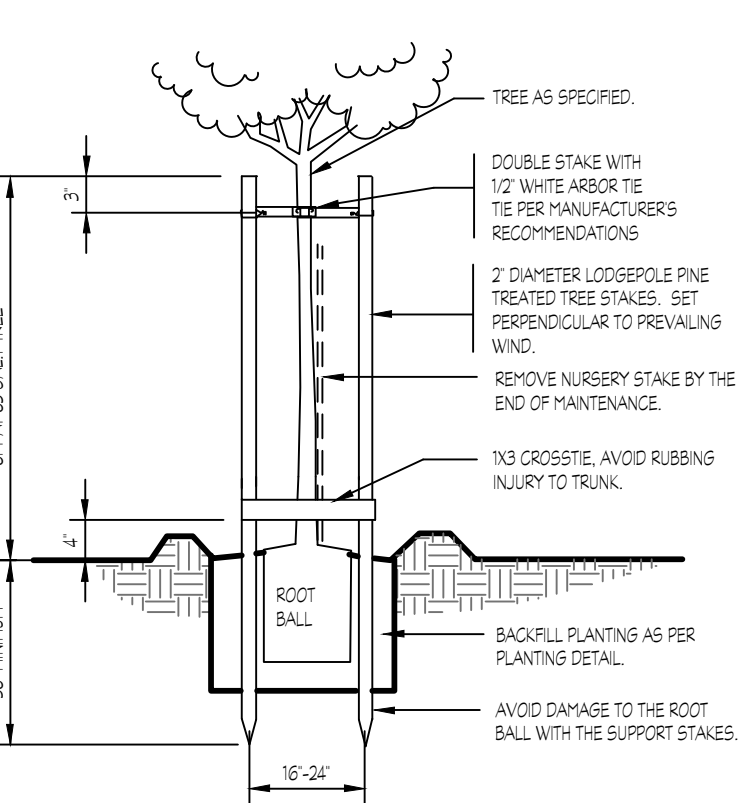
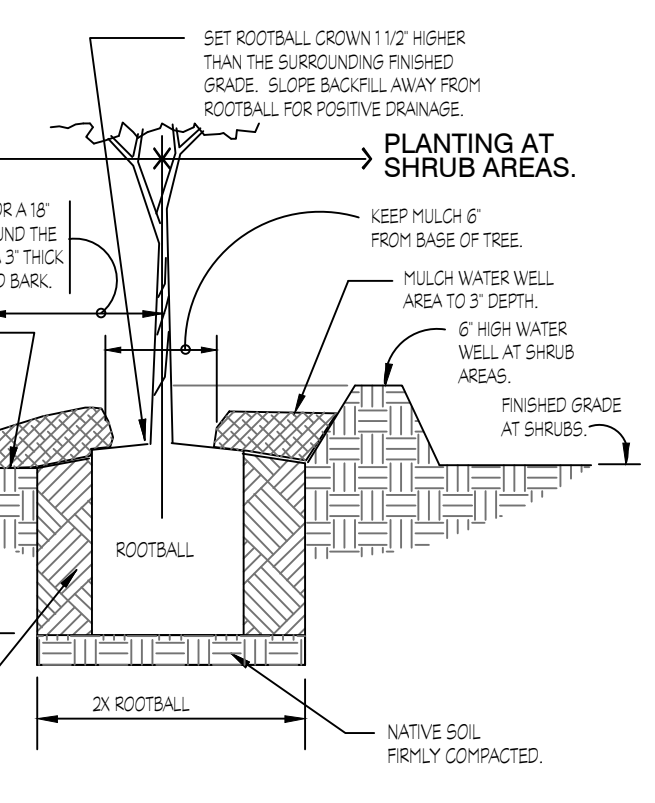


**2 SHRUB PLANTING**



**3 PLANT MATERIAL LAYOUT DETAIL**

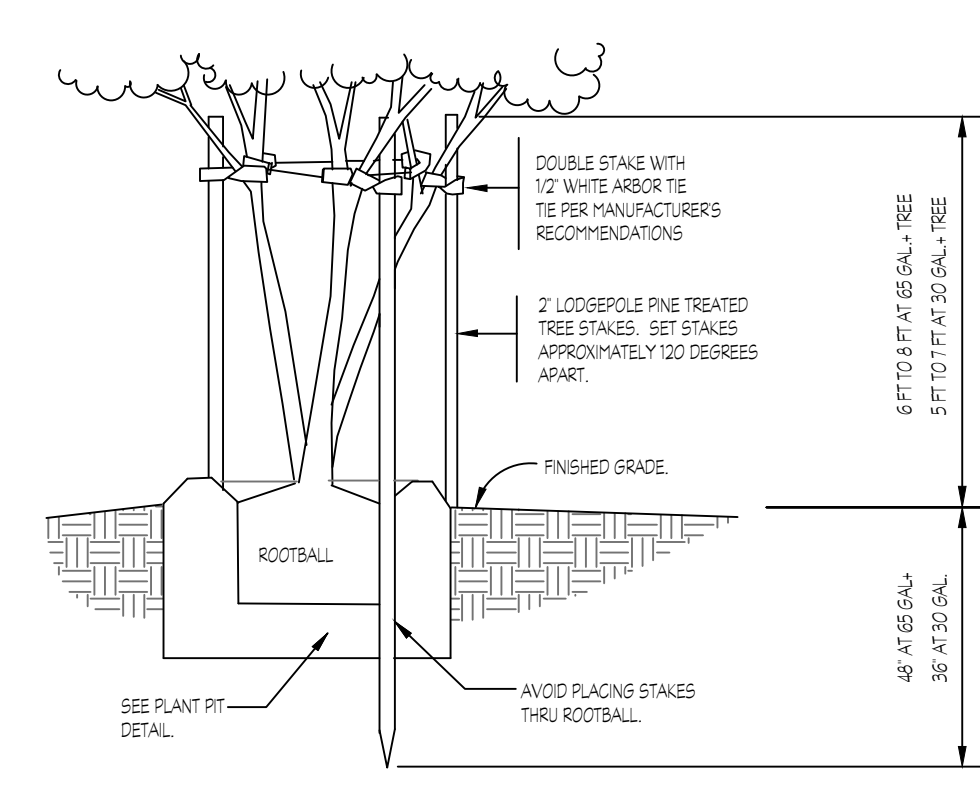
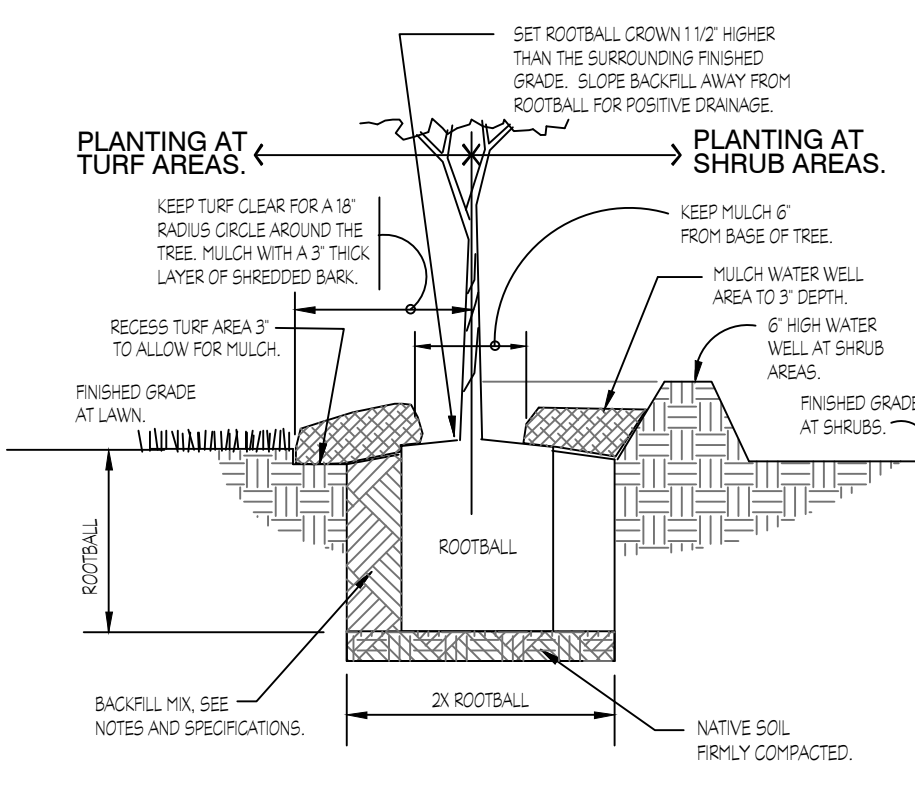
NOTES:  
 1- CENTER TO CENTER SPACING (O.C.) VARIES FOR DIFFERENT PLANT SPECIES. SPACE EACH VARIETY OF PLANT EQUALLY IN PLANTING AREAS PER SPACING DIMENSION ON PLANS.  
 2- TREES ADJACENT TO BUILDING STRUCTURE SHOULD BE PLANTED AT A MINIMUM OF 5' AWAY FROM THE BUILDING STRUCTURE WALL.  
 3- TREES SHOULD NOT BE PLANTED CLOSER THAN 8' FROM THE BUILDING STRUCTURE WALL.  
 4- TREES SUPPORTED BY A SHELF ANGLE OR LANTERL, SECURED TO THE FOUNDATION SIDEWALL, PROVIDED AT LEAST 6-INCH CLEAR INSPECTION SPACE OF THE FOUNDATION SIDEWALL EXTERIOR ENDS BETWEEN THE VENER AND THE TOP OF ANY SOIL, MULCH OR OTHER FINISHING. LANDSCAPING COMPONENT OR ANY OTHER WORK. IMMEDIATELY ADJACENT TO OR ALONGING THE STRUCTURE. PER SECTION 0214, TERTIARY INSPECTION, FLORIDA UNIFIED BUILDING CODE, LATEST EDITION.



PLANT PIT DETAIL

STAKING DETAIL

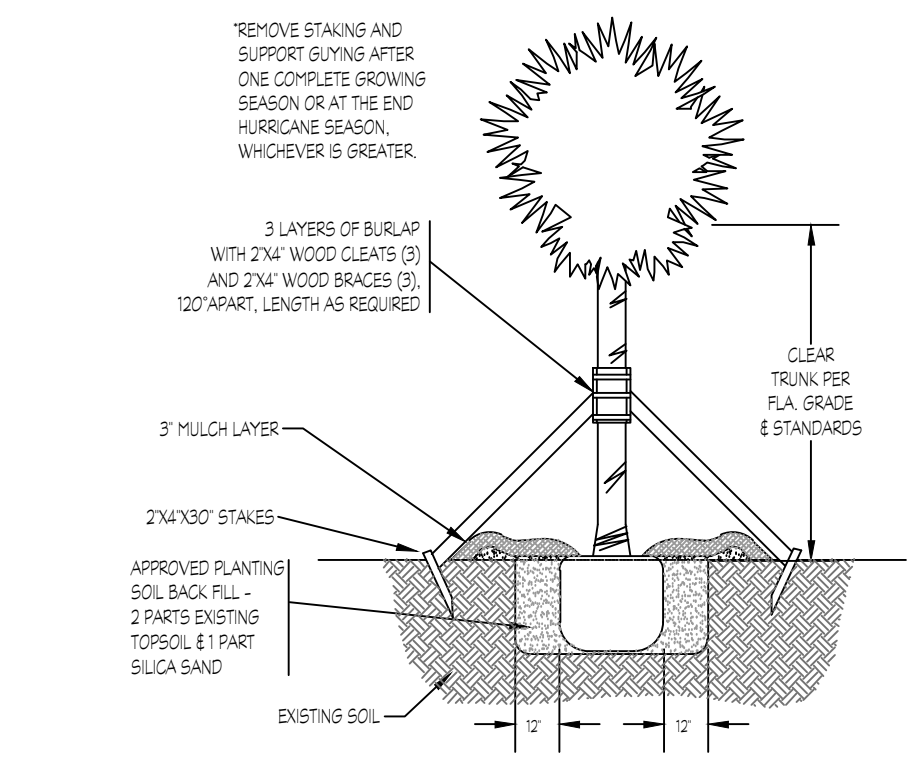
**4 TREE DOUBLE STAKE**



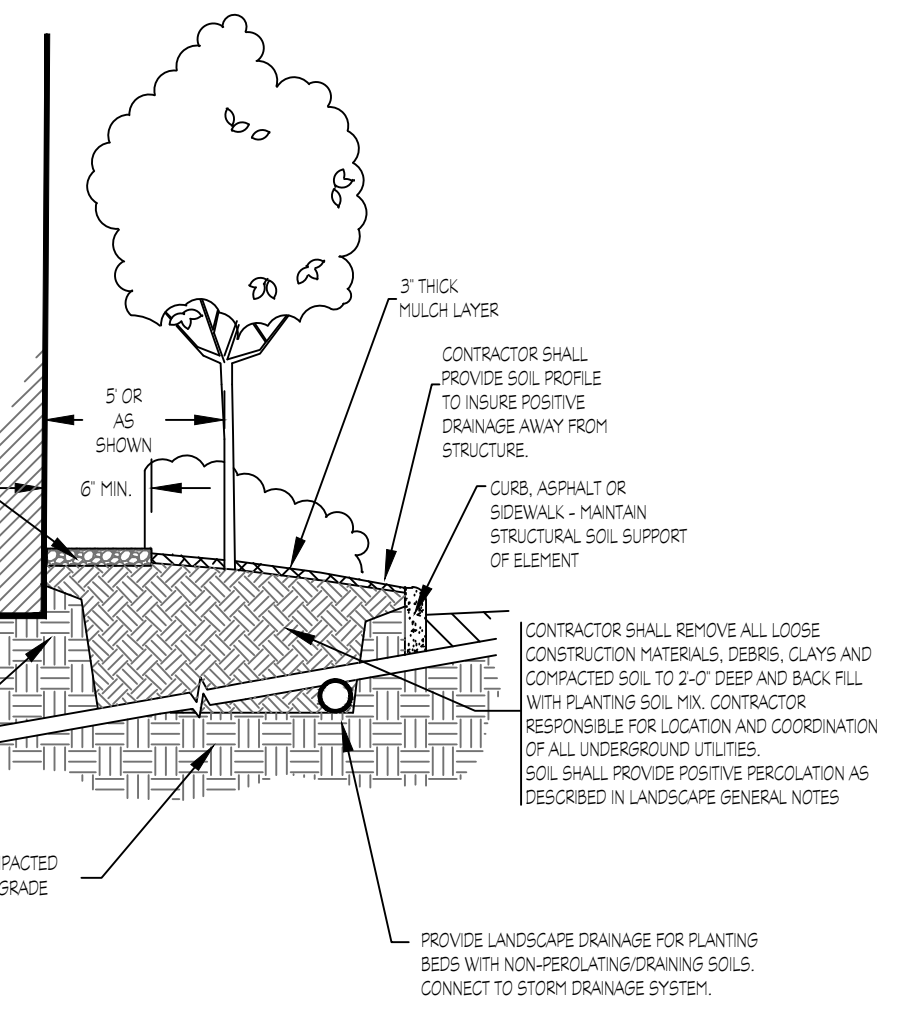
PLANT PIT DETAIL

STAKING DETAIL

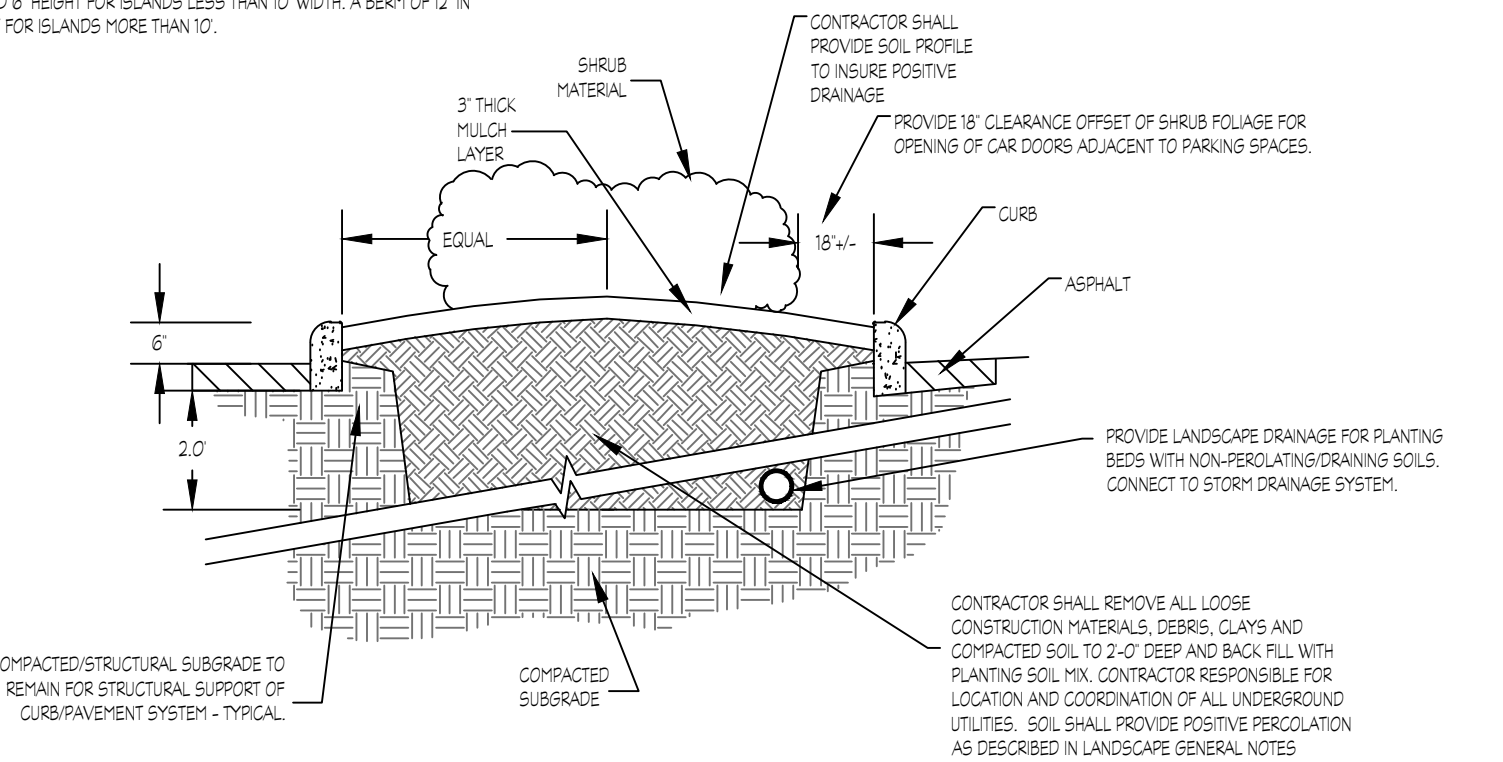
**5 TREE PLANTING - MULTI-STAKE**



**6 PALM TREE STAKING**

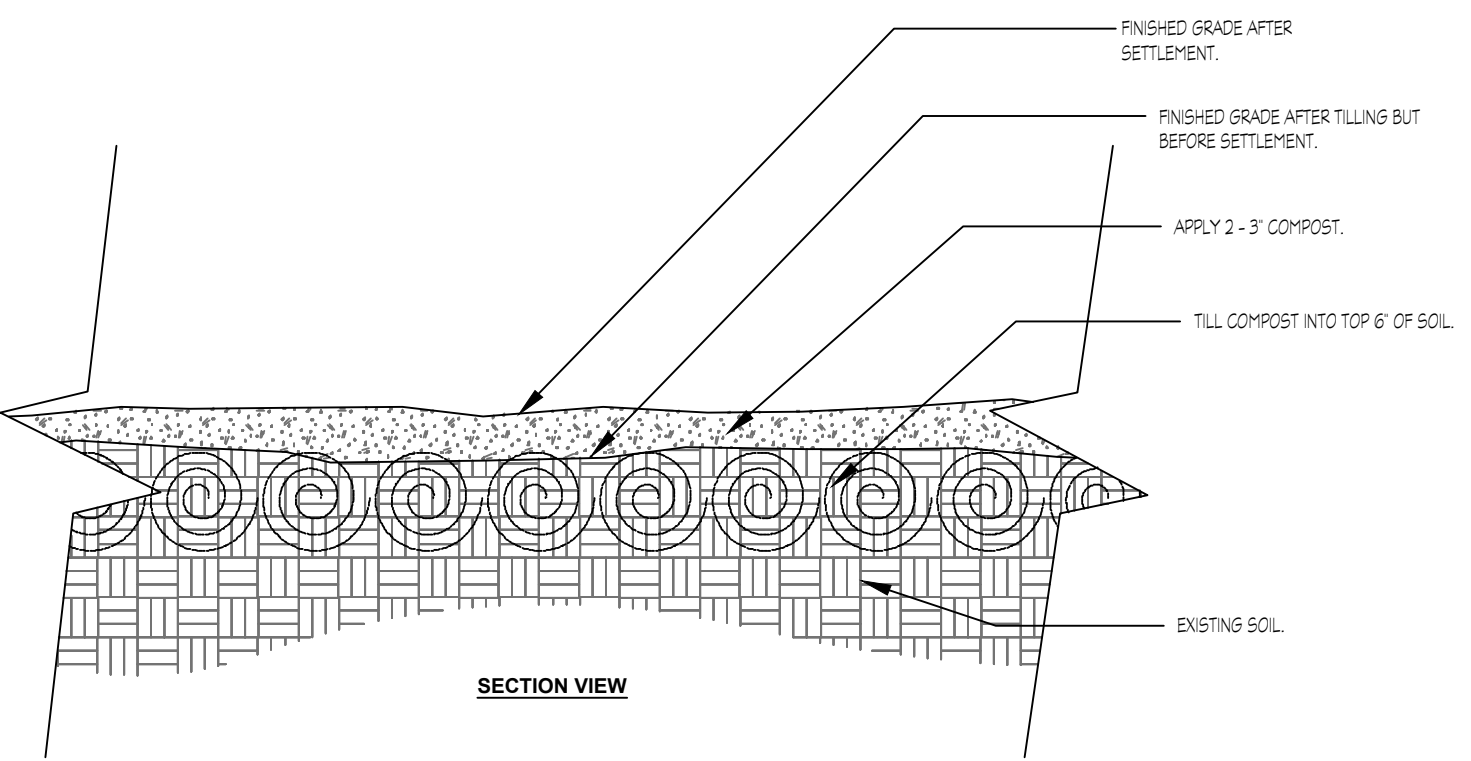


NOTE:  
 CONTRACTOR TO PROVIDE A BERM IN EACH PARKING ISLAND NOT TO EXCEED 6" HEIGHT FOR ISLANDS LESS THAN 10' WIDTH. A BERM OF 12" IN HEIGHT FOR ISLANDS MORE THAN 10'.



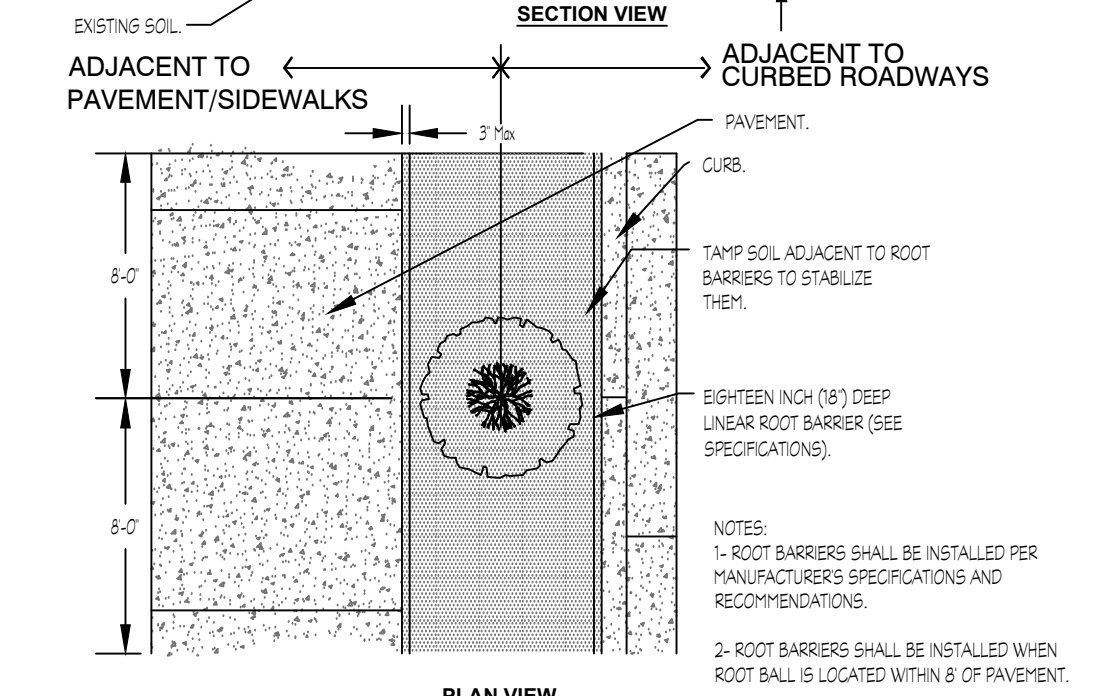
**7 TYPICAL PERIMETER LANDSCAPE DETAIL**

**7 TYPICAL PERIMETER LANDSCAPE DETAIL**



NOTES:  
 1- SEE PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

**8 MODIFIED EXISTING SOIL - COMPACTED SURFACE SOIL**



**9 ROOT BARRIERS**

**10 ROOT BARRIERS**

**ROBERSON RESOURCE GROUP**  
 Landscape Architecture & Consulting  
 PO Box 5585, Maryville, TN 37602  
 Phone: 727-265-4259 Web: RRG.LA.com  
 Florida License # LA0001461

This item has been digitally signed and sealed by Patrick Roberson, License # LA0001461 on the date of the Digital Signature. This signature must be verified on any electronic copies.



**Patrick Roberson**  
 Digitally signed by Patrick Roberson  
 DN: cn=U.S., serialNumber=PASUS-A30029844, sn=Roberson, givenName=Patrick, cn=Patrick Roberson  
 Date: 2026.02.10 15:24:33 -0500

| Rev. | per | Make | Beach | comments | 02/10/26 | Date |
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**JOHNS PASS VILLAGE RESORT**  
 Madeira Beach, Florida

**LANDSCAPE NOTES & DETAILS**

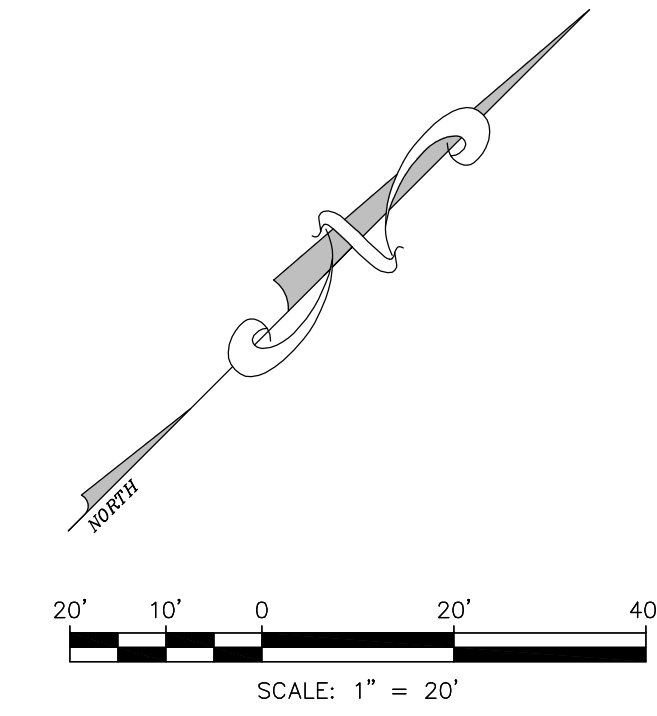
Project No. 25-006  
 Date 10/21/25  
 Sheet

**LA4**

W.O. 6330

# BOUNDARY SURVEY (TREE SURVEY)

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA



### TREE LEGEND

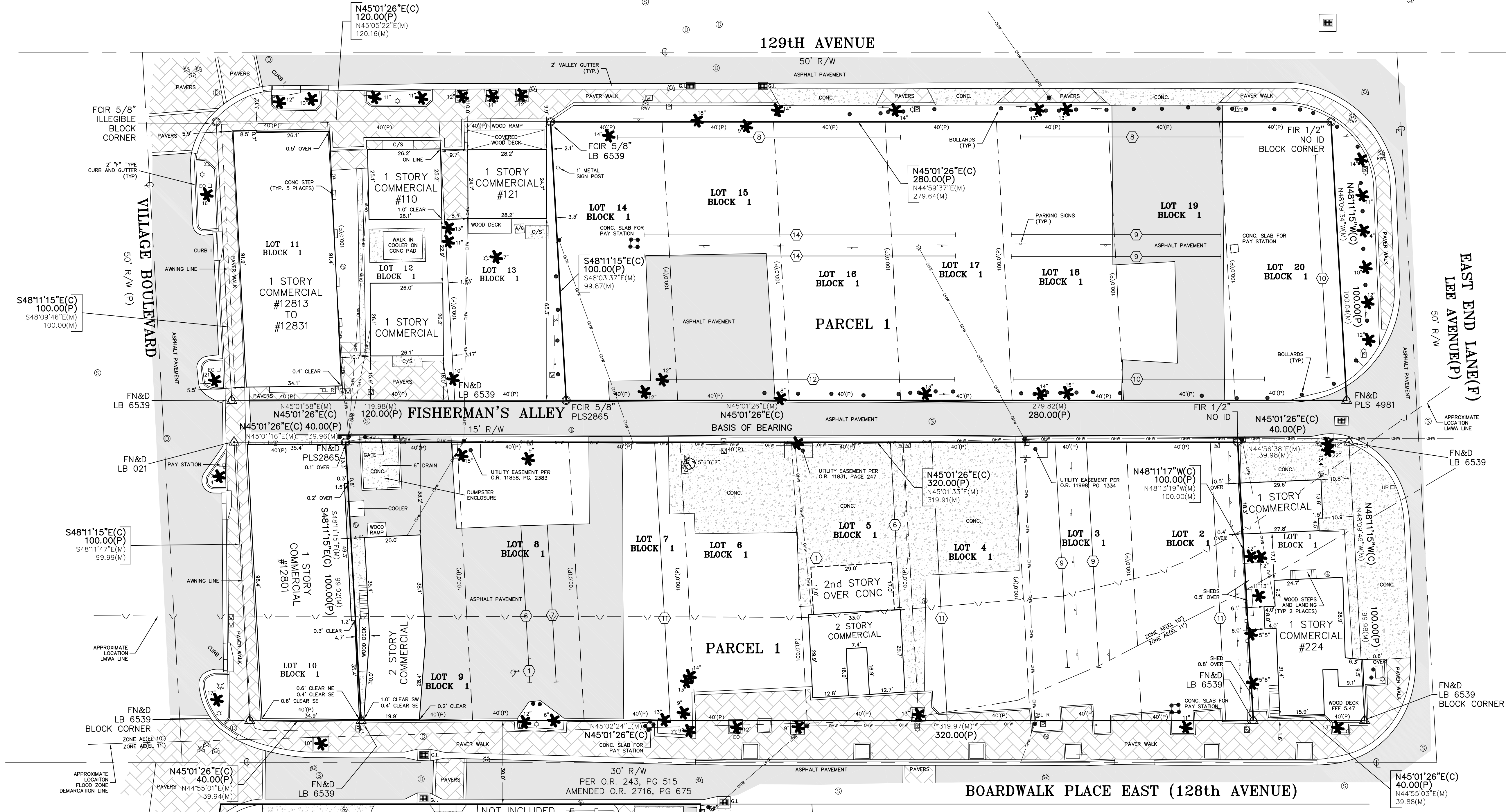
- PALM
- UNKNOWN

### SYMBOL LEGEND

- Backflow Preventer
- Cable Box
- Centerline
- Clearcut
- Disabled Parking
- Drainage Manhole
- Fire Hydrant
- Gas Meter
- Gas Valve
- Grate Inlet
- Grease Trap
- Guy Anchor
- Light Pole
- Light Post
- Mailbox
- Parking Spaces Count
- Power Box
- Reclaimed Water Meter
- Sanitary Manhole
- Sign
- Spot Elevation
- Telecommunication Box
- Utility Pole
- Utility Box
- Water Meter
- Water Valve
- Well

### ABBREVIATION LEGEND

- (C) = Calculated Data
- (D) = Data per Description
- (F) = Field Determined
- (M) = Measured Data
- (P) = Data per Plat
- ± = Plus or Minus
- A/C/C = Air Conditioner on Concrete
- BFE = Base Flood Elevation
- BFP = Backflow Preventer
- C.P.B. = Condominium Plat Book
- C/C = Covered Concrete
- C/S = Concrete Slab
- C/SW = Concrete Sidewalk
- CLF = Chain Link Fence
- COV = Covered
- CLP = Concrete Light Pole
- CMP = Corrugated Metal Pipe
- CONC = Concrete
- CURB I = Curb Inlet
- D.B. = Deer Book
- D/W = Driveway
- DMH = Drainage Manhole
- D/WM = Detachable Warning Mat
- E/P = Edge of Pavement
- EL = Elevation
- EO = Electric Outlet
- EOW = Edge of Water
- FCIR = Found Iron Rod & Cap
- FCM = Found Concrete Monument
- FEE = Finished Floor Elevation
- FIP = Found Iron Pipe
- FIR = Found Iron Rod - No Cap
- FLA = Florida
- FN&D = Found Nail & Disk
- FSP = Found Scribed Pipe
- G.I. = Grate Inlet
- GV = Gate Valve
- HYD = Fire Hydrant
- ID = Identification
- I.E. = Invert Elevation
- LB = Corporate Certificate Number
- LP = Light Pole
- LFE = Lowest Floor Elevation
- LMWA = Limit of Moderate Wave Action
- M/F = Metal Fence
- M/L = More or Less
- MES = Mitered End Section
- N&D = Nail & Disk
- NFRS = Not Found and Not Set
- OCS = Outfall Control Structure
- OHW = Overhead Wire
- O.R. = Official Records Book
- P.B. = Plat Book
- PCP = Permanent Control Point
- PG(s) = Page(s)
- PLS = Professional Land Surveyor
- POB = Point of Beginning
- POC = Point of Commencement
- POR = Point of Reference
- PRM = Permanent Reference Monument
- R/W = Right-of-Way
- RCP = Reinforced Concrete Pipe
- SCR = Set Iron Rod & Cap 5/8" PLS #2865
- SN&D = Set Nail & Disk PLS #2865
- SMH = Sanitary Manhole
- STM = Storm Pipe
- TBM = Temporary Benchmark
- TEL = Telephone Riser
- TOB = Top of Bank
- TOS = Top of Slope
- TYP = Typical
- UB = Utility Box
- UP = Utility Pole
- V/F = Vinyl Fence
- W = With
- W/F = Wood Fence
- WM = Water Meter
- W.O. = Work Order
- WV = Water Valve



### LEGAL DESCRIPTION:

PARCEL 1:

LOTS 2, 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17, 18, 19 AND 20, BLOCK 1, MITCHELL'S BEACH JOHN'S PASS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

### SURVEY NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO EASEMENTS, RIGHT-OF-WAY, AND OTHER MATTERS OF RECORD THAT A TITLE SEARCH MIGHT DISCLOSE.
2. PLANIMETRIC FEATURES SHOWN HEREON WERE DETERMINED BY STANDARD FIELD SURVEYING METHODS.
3. BEARING BASIS IS THE NORTHERLY RIGHT-OF-WAY LINE OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.
4. ALL HORIZONTAL AND VERTICAL MEASUREMENTS SHOWN ON THIS DRAWING ARE IN U.S. SURVEY FEET.
5. ALL INSTRUMENTS SHOWN HEREON ARE OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, UNLESS OTHERWISE SPECIFIED.
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7. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SURFACE MARKINGS AND OR STRUCTURES. NO EXCAVATION WAS PERFORMED FOR THE LOCATION OF SUCH UTILITIES.
8. ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

### SURVEY NOTES: (CONTINUED)

9. THIS PARCEL APPEARS TO BE IN FLOOD ZONES "AE (EL 10 FEET)" AND "AE (EL 11 FEET)", ACCORDING TO THE FLOOD INSURANCE RATE MAP, MAP NUMBER: 1210300191H AND MAP NUMBER: 1210300192H, MAPS EFFECTIVE DATE: 08/24/2021, AS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THIS PARCEL, OR A PORTION THEREOF, APPEARS TO BE IN A COASTAL "A" ZONE.  
THIS MAP'S NOTES STATE THAT THE BASE FLOOD ELEVATIONS SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THEREFORE MAY NOT EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE STUDY (FIS) REPORT. THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY.  
FLOOD ZONE LINES AND/OR LMWA LINE SHOWN HEREON WERE TRANSFERRED BY GRAPHIC METHODS FROM THE FLOOD ZONE MAP, AND ARE SUBJECT TO THE INHERENT INACCURACIES OF SUCH TRANSFERS.  
THIS FLOOD ZONE NOTE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND ANY PROPOSED FINISHED FLOOR ELEVATIONS ARE TO BE DETERMINED BY THE PERMITTING AGENCY HAVING JURISDICTION.
10. LOCATIONS OF TREES SHOWN HEREON WERE LIMITED TO TREES 4" DIAMETER AT BREAST HEIGHT (DBH) OR LARGER.  
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11. TREES SHOWN HEREON WERE ADDED TO A PREVIOUS BOUNDARY SURVEY PERFORMED ON FEBRUARY 18, 2021. THIS SURVEY REFLECTS NO OTHER CHANGES THAT MAY HAVE OCCURRED AFTER THAT DATE.

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, SURVEY NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

Dennis J. Eyre PLS  
2865  
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Dennis J. Eyre PLS  
Date: 2026.05.06  
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DENNIS J. EYRE, P.L.S. FLA. REG. NO. 2865  
DATE: MAY 6, 2026

AN UNSIGNED SURVEY DRAWING IS FOR INFORMATIONAL PURPOSES ONLY.

|                                  |   |
|----------------------------------|---|
| W.O. 6330                        | BOUNDARY FIELD DATE: FEBRUARY 8, 2021     |
| DRAWN BY: HW                     | ADDED TREES FIELD DATE: DECEMBER 5, 2025  |
| CHECKED BY: DJE                  | SURVEY OF PARCEL 1 ONLY DATE: MAY 5, 2026 |
| SCALE: 1"=20'                    |   |
| FIELD BOOK / PAGE(S): 5-20/28-27 |   |
| SHEET 1 OF 1                     |   |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
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IF THIS DRAWING MAY HAVE BEEN ALTERED IN SCALE BY REPRODUCTION

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TRANSCRIPTION OF JOHN'S PASS VILLAGE  
PROPOSED PLANNED DEVELOPMENT NEIGHBORHOOD MEETING  
NOVEMBER 13, 2025

1 P-R-O-C-E-E-D-I-N-G-S

2 MR. KARNS: My name is Bill Karns. I think I  
3 know just about everybody in the room. I  
4 appreciate you coming out for our neighborhood  
5 meeting, as part of the plan development process  
6 here in Madeira Beach. It's being videotaped so  
7 they have it on the record. I wanted to introduce  
8 my partner in the development, Marcus Winters. I  
9 don't know if you know Marcus, Marcus owns Caddy's.  
10 And I've got my future partner to be in this one,  
11 Jeff Beggins sitting in the front here. So I'm  
12 trying to twist his arm to jump in the pool here  
13 with us.

14 We've got the Beach Maker going on across the  
15 street here, should be starting right around the  
16 first of the year. I want to introduce Tim  
17 Clemmons with Place Architecture, and Greg Glenn,  
18 Glenn Greg?

19 MR. GLENN: No, Greg Glenn.

20 MR. KARNS: Greg Glenn, I got it right. You  
21 never trust a guy with two first names.

22 So this is our architectural team that the two  
23 Gentlemen headed it up, they did a beautiful job  
24 designing this resort. We've been working on it  
25 for -- jeez, I think we purchased the property

1 almost four-and-a-half years ago. So it's been a  
2 process getting to where we're at today, getting  
3 the activity center approved, and now we're going  
4 through the PD process. So I'll let Tim and Greg  
5 kind of explain what the boards are, and then feel  
6 free to look around, ask any questions that you  
7 have. Thank you.

8 MR. CLEMMONS: Good evening, everyone. As  
9 Bill said, Greg and I have been -- we first looked  
10 at some concepts for Bill about four years ago when  
11 we first bought it, but first things first. The  
12 city needed to go through the activity center  
13 process, which basically, in simple terms, is kind  
14 of a rezoning for the Johns Pass Village. And so  
15 once that was done, early this year, we started in  
16 earnest on the project, and the goal has always  
17 been the same though, is to create a high quality,  
18 family oriented hotel for Johns Pass Village.

19 It's something that really is kind of the  
20 location of the block. I assume you're all  
21 familiar with it. It's a surface parking lot for  
22 most of the block. There are four other properties  
23 on the block, with businesses in them, but the  
24 block is really right in the heart of the village,  
25 and we hope that this is really sort of seen as

1 the, kind of almost the center and the gathering  
2 spot for Johns Pass Village.

3 In terms of just some of the numbers, the  
4 property's one-and-a-half acres. We've got 87  
5 hotel rooms. As I said, it's intended to be very  
6 family oriented, so there are really more suites.  
7 There's some studios, which would really be kind of  
8 more conventional hotel rooms. I don't know if it  
9 really matters to you all, but there's 20 something  
10 of those. We've got one bedroom suites, and we've  
11 got two bedrooms. We actually even have three,  
12 three bedroom suites. So the goal is really being  
13 able to accommodate families to come and enjoy  
14 Johns Pass Village, and be right in the heart of  
15 things.

16 We've got about 8,200 square feet of retail  
17 space on the ground floor to supplement the other  
18 four businesses that are on the block already. And  
19 we've also got 8,200 square feet of restaurant  
20 space. One restaurant's slated to be on the first  
21 floor, you know, on Boardwalk Place. And one  
22 restaurant's slated to be on the top of the  
23 building, the top floor of the building. The hotel  
24 is going to be proposed to be six stories tall, and  
25 for the street, the idea is that it really just

1 appears to be five stories tall, but then the sixth  
2 floor is all set back.

3 It's all recessed around the perimeter of the  
4 building, which does two or three things. One, is  
5 it helps reduce the scale of the building a little  
6 bit, from the sidewalk and from pedestrians walking  
7 around the building. And, two, it creates a really  
8 bunch of really nice terraces on the top floor.

9 And we're doing something a little unusual, so the  
10 ground level is the retail space, the hotel lobby,  
11 one restaurant, there's a couple other things we'll  
12 talk about in just a second. And then we've got  
13 four floors of hotel rooms, and the hotel rooms  
14 sort of wrap around the parking garage. So one of  
15 the things we wanted to do is hide that parking  
16 garage as much as possible, and really create a  
17 very pedestrian-oriented and kind of human-scale,  
18 almost traditional townscape, if you will, on the  
19 perimeter of the building. And then the sixth  
20 floor is the fun zone. So all of the swimming  
21 pool, the restaurant, the fitness room, the  
22 ballroom, and the outdoor terrace, all of that's on  
23 the roof of the building. So it's, I don't know  
24 that I've ever been to a hotel quite like that  
25 myself, but I'm very excited about the concept,

1 because I just think it'll make it really, really  
2 special, basically the --

3 So in fact, if you stay at the hotel, you  
4 would come into a ground floor lobby, but then you  
5 would actually come up to the top floor, and then,  
6 the first time you come in, and then you would  
7 filter down to your hotel room on the third or  
8 fourth floor, wherever your hotel room is.

9 We've been working closely with the City of  
10 Madeira Beach Planning Department. We've got Marcy  
11 and Andrew here tonight, and all the good ideas are  
12 theirs. All the things you don't like, you can  
13 blame me, and I'll blame Bill, my client made me do  
14 it. But, no, actually the city, we presented a  
15 scheme -- maybe Bill doesn't want me to talk about  
16 this too much. But we actually submitted a scheme  
17 about five months ago to the city, and they came  
18 back with some really persuasive suggestions for  
19 us, and in my mind, they've all made the project  
20 better.

21 And just to run through those, the city  
22 basically asked for four main things, I think.  
23 There are several others, but the ones that really  
24 matter is they wanted us -- and I think most of you  
25 got a chance to come up and look at the board, but

1 Pelican Lane currently dead ends in this block, as  
2 you come south on Pelican Lane. So they asked us  
3 to extend Pelican Lane through the block, and  
4 that's for, as I understood it, I think that's at  
5 least for two reasons. One is to just better  
6 distribute traffic through the district, including  
7 pedestrian traffic, not just cars, but especially  
8 in such a walkable area that right now, people  
9 coming from the shopping village, perhaps going  
10 down to the boardwalk, kind of, you know, if you're  
11 coming down Pelican Lane, you have to jog around.  
12 Not that it's that far away, but could we make that  
13 a little bit more gracious.

14 And then another reason for it is it actually  
15 gets the loading and the entrance into the parking  
16 garage for the hotel, and that's stacking up of  
17 cars that happens at hotels off of the city  
18 streets. It's not on 129th, it's not on Boardwalk,  
19 it's not on East End. So, basically, so Pelican  
20 Lane has been extended through. It will remain  
21 under private ownership, so that Bill still has to  
22 maintain it, and Bill and Marcus, maybe Jeff, still  
23 have to -- still have to maintain the road, but it  
24 will have an easement on it. So it'll be open for  
25 public access to drive and walk through.

1           And in fact, what we're doing, what we  
2           propose, is on the east side, we've got a 12 foot  
3           wide by 15 foot high arcade, like you see in a lot  
4           of Caribbean cities. So that as you're walking  
5           from 129th down to Boardwalk, you could actually be  
6           in the shade, out of the rain, out of the sun, and  
7           we hope that that's actually -- obviously, it's  
8           beneficial to people staying and coming to the  
9           hotel, but we actually hope that that's a public  
10          benefit as well.

11          The second thing the city asked us to do is at  
12          the southwest corner of the property, and the  
13          property consists of lots on the north half of the  
14          block and lots on the south half of the block that  
15          are a little bit staggered, they're kind of offset  
16          because of those four other properties that I've  
17          talked about on the block. And so there was this  
18          little leg that stuck out from our property at the  
19          southwest corner, and what the city's asked us to  
20          do, once we brought Pelican Lane through, it  
21          created this little part of the property here, is  
22          to make that a park, is to make that a green space  
23          for the community. And so we've got about a fifth  
24          of an acre there that will be improved, and there's  
25          a board here that shows the concept, it's pretty

1 preliminary at this point. But the concept is to  
2 have a space that will -- and I forget what it's  
3 called, is it the Fourth Friday or the?

4 FEMALE SPEAKER: Village Friday.

5 MR. CLEMMONS: Village Friday, so maybe this  
6 is, some of the activities and things that happen  
7 there could be -- we don't want to take away from  
8 anybody else, but maybe it could be supplemented or  
9 additional activities could be here. So what we  
10 have is a lawn around it with generous sidewalks.  
11 At the north end off of the Fisherman's Alley, we  
12 have an improved dumpster, because that's where  
13 some of the restaurants we currently have are on  
14 boardwalk. Really don't have dumpster space on the  
15 water, so they use that for trash pickup. So we're  
16 enlarging and improving that. And then at the  
17 south end off of boardwalk, another little  
18 pavilion, there'll be public restrooms. And then  
19 in the middle is kind of a trellis, a shaded area  
20 with outdoor seating. But also then a little bit  
21 of a low-key, but a little bit of a stage area.  
22 So, again, on Village Fridays and other activities.  
23 And we envisioned the hotel, you know, it'll get  
24 used by the hotel as well for weddings or  
25 activities, but we also have got, like I said, a

1 nice public space. That was the second thing the  
2 city asked for.

3 The third is they didn't -- they wanted us to  
4 design a building in a way that minimized the  
5 exposure of the parking garage. So I've already  
6 mentioned that. It is kind of the donut, if you  
7 will, the building's kind of organized as a donut.  
8 In the garage, actually, it goes up five levels  
9 because it's relatively small on each floor, but  
10 what we've done is the hotel rooms just wrap around  
11 the garage. So the only place where the garage,  
12 you can see any of it at all, is on the east end,  
13 and that's that kind of beige area here. That's  
14 part of the parking garage, but you can see we're  
15 putting openings that are the same proportion and  
16 similar in pattern to the hotel rooms on the  
17 remainder of the building.

18 And then the fourth main thing that the city  
19 asked us to do was to -- because it's a relatively  
20 large building compared to others at Johns Pass  
21 Village, is to design it in a way that broke it  
22 down and made it feel like multiple buildings and  
23 not just one collective building. So we really  
24 leaned into that, and so basically from each side  
25 of the block as you walk around, the idea is to

1 appear like it looks like either three or four  
2 buildings. So it's really sort of subdivided the  
3 facade, the perimeter, into like 12 buildings as  
4 you walk around the block. They stepped in a foot  
5 or two, they stepped up and down a floor, some are  
6 four stories tall, some are five stories tall, in  
7 terms of as you wrap around, change of materials,  
8 change of color. We try to -- this is, from an  
9 architectural point of view, this is really tricky,  
10 because if you go -- I don't know, I've seen this  
11 done before well, and I've seen it done poorly. If  
12 you go too far, it just looks business-fied. You  
13 know, it's easy to make it look really fake.  
14 Actually, Disney does it quite well, to be honest.  
15 They have good people, so it's not fair when we say  
16 sometimes that kind of thing about -- this kind of  
17 thing, Disney does that about as well as anybody.

18 But if you go and look at traditional sort of  
19 town centers, and in this case, again, we were  
20 looking sort of at, you know, Florida, beach towns,  
21 some of the Caribbean beach towns, John's Pass  
22 Village itself, of course, there's usually a fairly  
23 narrow range in any given location. You know, if  
24 you're in Boston, it's going to be different than  
25 San Francisco, it's going to be different than

1           Madeira Beach. But there's usually, at least in  
2           the traditional buildings, a fairly narrow range of  
3           window types and window sizes. There's usually a  
4           fairly narrow range of, you know, what you see here  
5           in John's Pass Village are the pastel colors and  
6           the lighter colors, and a fairly narrow range of  
7           materials. So, you know, the goal here is to give  
8           some variety and life to it, but also make it feel  
9           like it, you know, that they play well together.

10           So, I mean, Marcy, I mean, those are, in my  
11           mind, the really main, major things that the city  
12           really asked us to take into consideration with  
13           developing the design.

14           As I mentioned, as you walk around -- now, in  
15           exchange for that -- okay, so what we're asking the  
16           city to do, and what we're asking the community to  
17           approve, in approving this hotel is we're building  
18           the hotel one floor taller than the zoning allows.  
19           Right now, the zoning under the activity center  
20           allows for four floors over ground-level retail.  
21           We're asking for five floors over ground-level  
22           retail, but we did recess the top floor back so  
23           that it's not as prominent for the pedestrian  
24           walking around the village. And what the current  
25           zoning code calls for is, as you go up above the

1 second floor, you're supposed to step back 10 feet.  
2 Because what we showed them is, to do all the  
3 things they wanted us to do by giving up the  
4 property for the park, by giving up the property  
5 for Pelican Lane, and especially by hiding the  
6 parking garage and, wrapping the building around it  
7 and making the parking garage so small on each  
8 floor, to make the parking garage work, it had to  
9 go up five stories.

10 If we had just built the parking garage on the  
11 second and third floor of the building, from the  
12 end of the block, to the end of the block, to the  
13 end of the block, we could have done it in a  
14 two-story parking garage. So, actually, it's a  
15 somewhat more inefficient parking garage for us,  
16 but we love the way it makes it look because you  
17 really kind of hide the parking garage. But that  
18 meant that we needed to go up five stories instead  
19 of three stories before we stepped back the  
20 building to 10 feet. So we are asking for one  
21 additional floor, and we are asking for some  
22 setback relief. And in exchange, kind of, for  
23 bringing Pelican Lane through, then the city -- or  
24 we're asking the city and the citizens to accept  
25 closing Fisherman's Alley from the middle of the

1 block out to the east end. So once we -- so  
2 Fisherman's Alley does remain open at the west end  
3 of the block so that the existing businesses still  
4 have access to the alley for services, and garbage  
5 trucks. And there's the existing alley at the east  
6 end of the block behind Walts's will also stay  
7 open.

8 So, again, for the same reasons, that they  
9 would have access to services and garbage trucks  
10 that they currently have. But, basically, from  
11 here to Pelican Lane, we're asking for permission  
12 to vacate that portion of the alley because we  
13 have, like I said, half our property is on the  
14 north side of the alley and half our property is on  
15 the south side.

16 We did show one image, try to give you a sense  
17 of how it fits into the context. You know, like I  
18 said earlier, it is bigger than most of the other  
19 buildings in the area, although you can see a few  
20 others that are similar in size. But the way we're  
21 trying to deal with -- that is with the setbacks at  
22 the top floor, and then, like I said, breaking up  
23 the mass and then breaking up the architecture  
24 around the perimeter.

25 I think those are the main things I wanted to

1 talk about. I know that a lot of you had a chance  
2 to come up and look at these, and I'm happy to  
3 answer questions now. I'm also happy to stay a  
4 little bit longer and talk to you individually  
5 one-on-one if you've got some questions about the  
6 board.

7 Does anybody have any questions?

8 MR. KARNS: I have one.

9 MR. CLEMMONS: Yeah.

10 MR. KARNS: You may not know the answer, but  
11 I'd like you to share. With the new design of the  
12 parking garage being in the interior, you have 200  
13 and ...

14 MR. CLEMMONS: 80.

15 MR. KARNS: 280 parking spots.

16 MR. CLEMMONS: I think. Let me look. Let me  
17 look. I brought a cheat sheet.

18 MR. KARNS: Good.

19 MR. CLEMMONS: I shouldn't guess like that.

20 MR. KARNS: Because I think there's about 150  
21 parking spaces on the surface lot now. That's been  
22 run by Florida Parking. It was a lease that, when  
23 Marcus and I purchased the property, we inherited  
24 that lease. Have no control over how much people  
25 charge for the parking there. We plan on charging

1 rates that are similar to what the city charges now  
2 for parking. So we have about 100.

3 MR. CLEMMONS: We've got 100 -- so, I mean,  
4 the city zoning code, we're required, with  
5 everything that we have, to have 148 parking  
6 spaces. We have 266. So we have 118 more spaces  
7 than we're required to have. And those -- Bill,  
8 those are the ones you intend to rent out, right?

9 MR. KARNs: Correct.

10 MALE SPEAKER: Yes. So, of those parking  
11 spaces that you're going to have that are more than  
12 what are currently there, many of those parking  
13 spaces are going to go to people that actually are  
14 in the hotel, and then people that work in the  
15 hotel, and maybe, you know, whether that's hotel  
16 employees, retail managers, and obviously tenants  
17 of the hotel. Yes?

18 MR. CLEMMONS: Yeah, so, I mean, well, we're  
19 required to have 148 parking spaces, and those are  
20 for the guests, and those are for the employees.

21 MALE SPEAKER: So how many hotel rooms are  
22 there?

23 MR. CLEMMONS: 87.

24 MALE SPEAKER: So if everybody was, if the  
25 hotel was at max capacity, would every person that

1 had a hotel there have a parking space? So 87 of  
2 those spots could automatically go to those people.

3 MR. KARNS: Right, but no one -- even like  
4 this hotel that we're in now, you know, it's 125  
5 rooms.

6 MR. CLEMMONS: In today's world --

7 MR. KARNS: And I can tell you, the garage is  
8 half empty. More people are Ubering. They're  
9 getting other forms of transportation. They're  
10 using Uber from the airport. They're not driving,  
11 they're not coming to Johns's Pass to get in their  
12 car and drive to Disney World.

13 MR. CLEMMONS: We are required to have one  
14 parking space per hotel room. But, well, in  
15 practice, what we find in today's world is that  
16 depending on the location, and depending on the  
17 type of hotel, it's somewhere between 0.5 to 0.8  
18 parking spaces. Hotels are rarely full, but in  
19 season, those will be pretty full, we hope. So  
20 let's say it's 95% full, so there's 82 rooms. But  
21 then, what we would expect is more like 60, there  
22 might be 60 cars here.

23 MALE SPEAKER: There's an infrastructure in  
24 place there that would be supportive of those  
25 spots.

1 MR. CLEMMONS: So A, you're coming to John's  
2 Pass Village because there's so much to do in  
3 John's Pass Village. And B, they're coming to the  
4 beach. And we're going to have shuttles, and we're  
5 going to do things to make it easy for people to  
6 come here, and spend five days or six days and  
7 really not need a car, except if they want to go on  
8 an adventure and go down to downtown St. Pete, but  
9 then they Uber for that day, or rent a car for that  
10 day. What we see is, on the beach hotels, people  
11 do come and stay.

12 But you're right, so a lot of the hotel -- I  
13 mean, a lot of those parking spaces will be used by  
14 the hotel, and the restaurant, and on a Saturday  
15 night when both restaurants are hopping and there's  
16 a wedding in the ballroom, yeah, I mean, there's  
17 going to be competition for those parking spaces.  
18 No question about it. But a lot of time, that's on  
19 a Thursday evening like tonight and I guess  
20 we're -- are we already in peak season, or is it?

21 MR. KARNS: Yes.

22 MR. CLEMMONS: No, after Christmas is peak  
23 season. But we're moving towards it, right? We're  
24 getting, you know, getting.

25 FEMALE SPEAKER: And I'll just say, when the

1 city calculates the required parking, we look at  
2 the number of rooms, we look at the number of  
3 employees that are going to be staffing that during  
4 any given trip. We take into account the  
5 restaurant and the businesses there, and then we  
6 come up with our calculations. So we've tried to  
7 account for the rooms, whatever businesses are  
8 going to be there, and that's where the 150.

9 MR. CLEMMONS: 148.

10 FEMALE SPEAKER: 148 number comes from. It's  
11 based on the calculations that we run based on how  
12 that building is going to be occupied.

13 MR. CLEMMONS: But it was important to Bill  
14 and his team, they knew that they would be taking  
15 parking away from the district. And so it was  
16 important to put back as many of those parking  
17 spaces, those surface parking spaces. And what,  
18 you know, the commitment Bill just made, and he  
19 said it before, is that currently when they bought  
20 the property, they didn't control the floor  
21 parking. Once this is built, they will, and  
22 they'll be able to sort of provide more  
23 user-friendly rates for it.

24 MR. KARNS: It's important, you know, we own  
25 the Scully's and the Caddy's building that's there

1 too, that's --

2 MR. CLEMMONS: So they have a vested interest  
3 in it.

4 MR. KARNS: We have a vested interest in  
5 parking there, that's the only parking for those,  
6 but for a lot of the businesses along there.

7 MALE SPEAKER: The floor parking has a blank  
8 lease, you know, they can stay as long as they  
9 want. We have no control of floor parking at all.

10 MR. KARNS: We have one opportunity. Once we  
11 break ground on this, then Floor Parking's gone.

12 MALE SPEAKER: Yes, again, it doesn't mean  
13 that.

14 MR. KARNS: No, I wish I could, but I don't  
15 want to get a big lawsuit for the heavy backing of  
16 that one.

17 MR. CLEMMONS: Okay, ma'am?

18 FEMALE SPEAKER: Once Pelican Lane crosses  
19 129, does it become a one-way?

20 MR. CLEMMONS: Yes, good question. I should  
21 have explained that a little bit better. So, you  
22 know, Boardwalk, there's an area -- if you get a  
23 chance, maybe come back, there's some arrows  
24 scattered around the board, and they help give an  
25 indication of direction of travel. But Boardwalk,

1 you know, as you know, is already one-way. East  
2 End is one-way north, right?

3 MR. KARNS: Yeah.

4 MR. CLEMMONS: Supposed to be.

5 FEMALE SPEAKER: Heads to the east. People go  
6 the wrong way every day, every day.

7 MR. CLEMMONS: Yeah.

8 MALE SPEAKER: Every 20 minutes.

9 MR. CLEMMONS: Pelican Lane will be one-way  
10 north to south. So that basically it's sort of  
11 creating this loop around the block, if you will.

12 MR. KARNS: We're trying to come up with  
13 better signage for that one-way, too.

14 FEMALE SPEAKER: Two lanes or one lane?

15 MR. CLEMMONS: One lane.

16 FEMALE SPEAKER: Because it looks like it  
17 pulls into the lobby, right?

18 MR. CLEMMONS: Well, we have drop-off. Okay.  
19 So, it's an oversized lane.

20 FEMALE SPEAKER: Okay.

21 MR. CLEMMONS: Two cars can probably squeeze  
22 down there. But, and then we've also got an  
23 addition room for five vehicles. It's 14 -- it's a  
24 14-foot lane.

25 FEMALE SPEAKER: Okay.

1 MR. CLEMMONS: And then there's room for five  
2 vehicles to queue up in front of the lobby. They  
3 pull into the parking garage. I didn't explain  
4 coming out of the parking garage, when you -- and  
5 we anticipate that most hotel guests, and actually,  
6 either whether they're staying there, or they're  
7 just coming to dinner, or coming to an event like  
8 tonight, that most would probably use valet, but I  
9 don't know if you can find it. That's an  
10 operational thing there. But, it works really  
11 quite nicely, because people come in for the --  
12 again, for the hotel, and we talked about public  
13 and hotel. When you come in, you can pull in one  
14 of these five spaces. You can drop off. Obviously,  
15 the first time you arrive at the hotel, you use  
16 that. And then, the valet would take your car and  
17 park it, and you can just go up the elevators.

18 Or, let's say now, you do have a car, and  
19 this is your third day and you wanted to go  
20 somewhere in a car, then, presumably -- and, again,  
21 this is an operations thing, that we just haven't  
22 gotten there. It depends on who we wind up working  
23 with as the operator of the hotel. But, if you  
24 self-park, and you pull in and go up to the third  
25 floor and park, because of your hotel.

1           One of the cool things about this building is  
2           that the parking garage floor is aligned with the  
3           hotel room floors. So, presumably, we can set it up  
4           where if you're staying on the third floor,  
5           there's a good chance that your parking space could  
6           be on the third floor. Then, you can just walk from  
7           the parking garage sort of into your floor.

8           But, anyway, you can self-park and do that,  
9           and then when you leave, you come down, you  
10          actually come out directly under 129. That way,  
11          half the traffic is not coming onto Pelican, or  
12          Boardwalk, or East End. We're trying to keep those  
13          more pedestrian-oriented. So, we're really  
14          allowing the public to come through the block. You  
15          aren't having anything to do with the hotel. You're  
16          going to Walts's, you know.

17          But, the hotel traffic, the parking garage  
18          traffic, comes in off of 129th and Pelican Lane,  
19          and it goes back out to 129th, and again, it stays  
20          off of Boardwalk, and it stays off of East End, and  
21          off of Village Boulevard, for that matter. So,  
22          129th is, you know --

23          MR. KARNS: Everyone knows that Village Lane,  
24          and the 129th, that intersection there is pretty  
25          crowded, you know. Cars coming and going, so

1 that'll alleviate a lot of the traffic.

2 MR. CLEMMONS: Trying to disperse it, but also  
3 trying to keep it away from the waterfront. You  
4 know, keeping the traffic as much as possible off  
5 the waterfront. We really want to see Boardwalk  
6 Place. The city's also requiring us to build and  
7 resurface Boardwalk place, and we have to have  
8 minimum 10-foot wide sidewalks all around the  
9 center of the building.

10 Yes, sir.

11 MALE SPEAKER: The concept of the hotels look  
12 very good to me. The building looks impressive,  
13 but I have a couple concerns.

14 MR. CLEMMONS: Okay.

15 MALE SPEAKER: Because we live on East End  
16 land, and we have two ways to access to our home.  
17 It's the Boardwalk Lane, or the Fisherman's.

18 MR. CLEMMONS: House?

19 MALE SPEAKER: Yeah. And now, the way I  
20 understand now, it looks like it's blocked. No  
21 through traffic. It's just, right?

22 MR. KARNS: Fisherman's is blocked.

23 MALE SPEAKER: Yeah, so it means that with our  
24 access to our houses, Boardwalk Lane. We cannot use  
25 129 before East End Lane, sir.

1 MR. CLEMMONS: I understand, yeah. So, that's  
2 true, we are proposing to block off Fisherman's  
3 Lane, we are improving Boardwalk, and we are  
4 creating a cut through, or by extending Pelican  
5 Lane through.

6 MALE SPEAKER: We think we still have to use  
7 Boardwalk Lane. Now we cannot use a Fisherman's  
8 Lane.

9 MR. KARNS: You have to use Boardwalk Lane.

10 MALE SPEAKER: The reason I say, even now,  
11 sometimes the people, they do the truck delivery,  
12 or the trailer service for.

13 (Talking simultaneously.)

14 MALE SPEAKER: Service for jet ski, whatever,  
15 and usually, they block that lane, and I have to  
16 use Fisherman.

17 MR. CLEMMONS: Yeah, so --

18 MALE SPEAKER: Or they have the event, you  
19 know, do them some music, whatever, I use  
20 Fisherman, go back to our house.

21 MR. CLEMMONS: Something very important that I  
22 left out. So, the other thing that we worked with  
23 the city on is, currently there's three parallel  
24 parking spaces on Village Boulevard, right here.  
25 Those are going to go away as regular parking

1 spaces. And that's going to become a truck-loading  
2 space. Because right now, we know that the trucks  
3 just park in Boardwalk to service the restaurants.  
4 So that, the city's very aware of the issue, Bill's  
5 aware of the issue, Marcus is, because he owns a  
6 restaurant there.

7 So this is going to become the area where the  
8 trucks servicing the restaurants and the other  
9 businesses along Boardwalk Park, and in exchange,  
10 we're providing two parallel parking spaces here.  
11 So we're losing three here, we're gaining back two  
12 here. So there is a net loss of one parking space.  
13 But we're getting -- the city's getting a  
14 designated, very accessible, very easy to navigate,  
15 and out of the way parking, truck parking space.

16 I mean, it's long enough for one of those big  
17 Cisco trucks that's the length of this room, or two  
18 of the -- what are they called, the panel trucks or  
19 the box trucks.

20 MALE SPEAKER: Yeah, but I think that the  
21 traffic still makes it difficult for our property,  
22 access to our property, because with the 200  
23 parking lots over there, look at the traffic of the  
24 cars, and with the Pelican Land, go to the  
25 Boardwalk, you don't create a loop, it means more

1 cost, more cost going out to the East End Land.

2 MR. KARNS: Question for you, Marcy. How wide  
3 is East End?

4 MARCY: (Inaudible) I'm not -- I have to look  
5 at it.

6 MALE SPEAKER: It's very narrow, it's like  
7 Boardwalk Lane.

8 MR. CLEMMONS: No, no, the paving is, but  
9 the --

10 MR. KARNS: Right of way is wider.

11 MARCY: Yeah, the right of way is wider.

12 MR. KARNS: You know what I'm getting at, Tim.  
13 I understand exactly what he's saying, is --

14 Marcy, if you look, it's actually, here's the  
15 property line right here, look how much -- now, the  
16 problem is, I don't know if there is -- yeah, there  
17 was, because that property line, there's 15 feet  
18 between the property line and the current curve.

19 MR. KARNS: Yeah, what do you think?

20 MARCY: I think we have to look at it.

21 MR. CLEMMONS: I think it's --

22 MR. KARNS: It's something worth looking at,  
23 because I understand what he's saying, a solution.

24 MR. CLEMMONS: It is a wide one-way right now,  
25 but it's not wide enough two, but it's like 16 feet

1 wide. So actually, there's four to six more feet.

2 MR. KARNS: Maybe we, maybe we could --

3 MALE SPEAKER: Can we use a 129 for a week?

4 MR. KARNS: That's what I'm thinking. Yeah,  
5 you come down, come down 129, and come down.

6 MALE SPEAKER: Yeah, yeah. So that way, we're  
7 happy.

8 MR. KARNS: We might be able to widen that  
9 road enough.

10 MR. CLEMMONS: Just for you.

11 MR. KARNS: It'd be two lanes.

12 MR. CLEMMONS: One house.

13 FEMALE SPEAKER: No, for us.

14 (Talking simultaneously.)

15 FEMALE SPEAKER: No, no, it's Waltz for  
16 Shucks, so our parking spaces -- so it is an issue.  
17 And realistically, in the ideal world, every day,  
18 there's 10 trucks. You know, there's Amazon,  
19 there's, you know, UPS, there's -- realistic, on  
20 certain days, there's not just two trucks. And so,  
21 we access --

22 MR. KARNS: There's more than two at a time,  
23 exactly.

24 FEMALE SPEAKER: We access our properties 10  
25 times a day, you know, during the day.

1 MALE SPEAKER: I do, I use Fisherman's Alley  
2 nonstop.

3 FEMALE SPEAKER: So we use Fisherman's Alley  
4 nonstop, and so do our customers for 21 years. So  
5 when there's a roadblock in John's Pass or  
6 something going on, all our customers go through  
7 that.

8 MR. KARNS: They know that's a secret way.

9 FEMALE SPEAKER: Yes, and so.

10 MALE SPEAKER: So that's just a one-way.

11 FEMALE SPEAKER: If the Fisherman's Alley is  
12 one way, and now it's going to be a six-foot wall.

13 MR. KARNS: I'm not saying, no one can exit  
14 out of Fisherman's.

15 MR. CLEMMONS: They have to go back up to 129.

16 MR. KARNS: They have to go back east end of  
17 the property --

18 MR. CLEMMONS: But that's how they can get to,  
19 you're saying --

20 MR. KARNS: -- to exit the property.

21 MR. CLEMMONS: Yes, in other words, they can  
22 come in off of Fisherman's, but they have to leave  
23 up at 129, still. Currently, now.

24 MALE SPEAKER: And to his point, when we have  
25 the Seafood Festival, granted it's only one day a

1 year, there's a giant stage at the end of Boardwalk  
2 that would completely prevent them from getting to  
3 his house, because it stops at the end of  
4 Boardwalk, and there would actually be no place  
5 to --

6 FEMALE SPEAKER: And more for any of our  
7 customers to access the restaurant.

8 MALE SPEAKER: I mean, you could just stop at  
9 the stage there, of course, but that's --

10 (Talking simultaneously.)

11 MALE SPEAKER: Sometimes they have the stage  
12 back at John's Pass, and it's always efficient once  
13 you get back to the restaurant.

14 (Talking simultaneously.)

15 MR. KARNS: When there's a problem, they don't  
16 want you to be worried about a problem that they're  
17 solving.

18 MALE SPEAKER: Yeah, but I mean, it's like a  
19 giant barrier right there.

20 MR. CLEMMONS: I get the point --

21 MR. KARNS: It would also solve the issue  
22 during Seafood Fest.

23 FEMALE SPEAKER: We need it from an emergency  
24 standpoint.

25 (Talking simultaneously.)

1 MR. KARNS: So that blocks up Boardwalk's  
2 place to get down there. He's got a stage out  
3 front, right?

4 FEMALE SPEAKER: Right.

5 MR. KARNS: Cars can't get down there. So if  
6 there's a way, I'd really like to see.

7 MR. CLEMMONS: I think we should talk to Sean  
8 tomorrow.

9 MR. KARNS: Yeah, I'd like to see what we can  
10 do about this.

11 MALE SPEAKER: Not even all the way, just so  
12 there's enough to get to see who's parking, you  
13 know?

14 MR. KARNS: And the people out, you know? I  
15 think that's a viable solution, if Sean can come up  
16 with the -- I know it's a little wider there. I  
17 don't believe it's wide enough, though, for two  
18 lanes, if I have to --

19 MR. CLEMMONS: The (inaudible) is four feet.  
20 You can see it, how much. Right there is  
21 right-of-way there. We were going to rebuild that  
22 sidewalk anyway.

23 MR. KARNS: Right.

24 MR. CLEMMONS: So, obviously, the city would  
25 have to approve this, but.

1 MALE SPEAKER: Just so you know, a lot of the  
2 beer trucks and stuff park on East End, nonstop,  
3 and then they come back and deliver to Sculley's,  
4 deliver because other trucks are already blocked,  
5 so they'll back down.

6 MR. KARNS: They won't have to do that with  
7 the new loading and unloading zone that's been  
8 created on the other side.

9 FEMALE SPEAKER: It's a lot of people, of  
10 having J.J. Taylor, Great Bay, UPS, to time, you  
11 know, 200 businesses with the Shell truck and  
12 things like that. I mean, it's not realistic that  
13 only two places for trucks. That's all I'm saying.  
14 There is going to be traffic issues still on  
15 certain delivery days.

16 MR. CLEMMONS: No, I agree. I mean, the point  
17 is, right now, there's not any dedicated truck  
18 parking.

19 FEMALE SPEAKER: There isn't, you're right. I  
20 think it's a great solution.

21 MR. CLEMMONS: By creating two, or one giant  
22 one or two regular sites.

23 FEMALE SPEAKER: We're saying positive about  
24 it.

25 MR. CLEMMONS: Yeah, we hope that that'll take

1 a good share of the -- yeah, we know that there's  
2 peak time. You said you had two.

3 MALE SPEAKER: Yeah, I had two. And this is  
4 for whatever decision, and this is one of the  
5 things scaring me because I live so close to the  
6 big building, and in case of fire, okay, and a lot  
7 of people live inside the hotel, panic going out,  
8 and we live very close, and maybe we have to  
9 evacuate too, because that's a big building. And  
10 only two access, 129, go to John Pass or the  
11 Pelican Lane. So I wonder how the city have any  
12 plan for evacuation if something like that happens.  
13 Fire truck coming in, ambulance coming in, police  
14 coming in, people here panic trying to get out.  
15 You know, and 129, I think, why we live in there,  
16 it's the land.

17 FEMALE SPEAKER: And the apartments.

18 MALE SPEAKER: Yeah, we can go back to the  
19 129, but 129 is just a dead end. So this is really  
20 scary. I wonder how the city have any plan.

21 MR. CLEMMONS: We have met with the fire  
22 department.

23 MR. KARNS: Where exactly, if you could show  
24 me, there is your house located?

25 FEMALE SPEAKER: Right next to Walt's Shak.

1 MALE SPEAKER: It's really scaring me. To the  
2 right. To the right.

3 FEMALE SPEAKER: East End, that house. So he  
4 has apartments, he's got a main house.

5 MR. KARNS: Yeah, right here?

6 MALE SPEAKER: Yeah, it's right there. Right  
7 there.

8 MR. KARNS: So if you look at it, you can see  
9 a blue line. Right there?

10 FEMALE SPEAKER: Yes. He's got apartments, a  
11 mother-in-law suite, and he'll have four places.

12 MR. CLEMMONS: So we have met with the fire  
13 department --

14 MR. KARNS: So today, when they have Seafood  
15 Fest, and they have the --

16 FEMALE SPEAKER: Village Fridays.

17 MR. KARNS: -- village Fridays --

18 MALE SPEAKER: They block everything they use.

19 MR. KARNS: This is closed here, right?

20 MALE SPEAKER: Yeah.

21 MR. KARNS: So you can't get there that way.

22 MALE SPEAKER: I can't do that.

23 MR. KARNS: Right? You can't get here?

24 MALE SPEAKER: Yeah, they block it.

25 MR. KARNS: You can't get here on Village Lane

1 now, right?

2 FEMALE SPEAKER: Fisherman's Alley.

3 Fisherman's Alley, yes. They open it for us. They  
4 open it. They actually block --

5 MR. KARNS: Oh, they block it.

6 FEMALE SPEAKER: So that people can't go.

7 MR. KARNS: Through.

8 FEMALE SPEAKER: So they block it like  
9 Delosa's down.

10 MR. KARNS: And then you go out that way.

11 MR. CLEMMONS: They charge you 25 bucks, of  
12 course.

13 FEMALE SPEAKER: No. It's free parking at  
14 Walt's Fish Shak, and it's free parking at his  
15 house.

16 MR. CLEMMONS: So we have met with the fire  
17 Department. So the building, because it's a  
18 six-story building, has to be built out of  
19 concrete, has to be built out of non-combustible  
20 materials. I'm not saying it can't have a fire,  
21 you know.

22 MALE SPEAKER: No, I mean, just emergency.

23 MR. CLEMMONS: Oh, emergency.

24 MALE SPEAKER: You know, I just imagine the  
25 people panic.

1 MR. CLEMMONS: Fires are very, very rare in  
2 modern buildings.

3 MALE SPEAKER: And ambulances come in, and  
4 trucks.

5 MR. CLEMMONS: Right.

6 MALE SPEAKER: And how, you know, and we live  
7 so close to them.

8 MR. CLEMMONS: In a real emergency, people  
9 aren't driving, going to get their cars, and drive  
10 down to a three-story parking garage.

11 MALE SPEAKER: You don't want to tell me the  
12 people get in the car and try to drive out.

13 MR. CLEMMONS: I'm saying in the middle of a  
14 fire. In the middle of a fire.

15 MR. KARNS: Tim, here's another potential  
16 solution.

17 MR. CLEMMONS: Yep.

18 MR. KARNS: So, what if they came through  
19 here, and came right out there?

20 MR. CLEMMONS: Yeah, if I drop our green space  
21 at 14.9%, but.

22 FEMALE SPEAKER: We can round.

23 MR. KARNS: That might be a solution, because  
24 then you can still --

25 MR. CLEMMONS: We actually might be able to

1 design it where somebody can drive through the  
2 parking lot.

3 (Talking simultaneously.)

4 MR. KARNS: And then come out on Fisher --

5 FEMALE SPEAKER: That's what he would like.

6 MR. KARNS: And then have it come out on the  
7 Fisher. So, it'd be just like what you have now.

8 (Talking simultaneously.)

9 MR. KARNS: That might be a good solution for  
10 everybody.

11 MALE SPEAKER: Thank you, Bill.

12 MR. CLEMMONS: Now, wouldn't it be normal.  
13 So, that'd be like the same thing now. On the  
14 village Fridays.

15 MALE SPEAKER: Yeah, you know, at least we  
16 have some --

17 MR. CLEMMONS: Bill, that might be useful for  
18 your garage, anyway.

19 MR. KARNS: Yeah, I mean, it could provide  
20 another means to get out servicing.

21 (Talking simultaneously.)

22 FEMALE SPEAKER: All the deliveries of that  
23 hotel go through that door.

24 MR. KARNS: There's this house.

25 FEMALE SPEAKER: Yes, and apartments.

1 (Talking simultaneously.)

2 MR. KARNS: Oh, this comes off the one. Is  
3 that your idea?

4 FEMALE SPEAKER: Yeah, the other.

5 FEMALE SPEAKER: If it works, yes. If it's  
6 successful, then yes.

7 MR. CLEMMONS: I've had so far, all your ideas  
8 have been good ones. All of -- all the bad ones  
9 are mine.

10 MR. KARNS: I mean, this is the exact reason  
11 why -- we have.

12 MALE SPEAKER: Can we do the one-ten-and-nine  
13 again? Because I prefer to do one-ten-and-nine.

14 FEMALE SPEAKER: So, what we can do is we can  
15 go back.

16 MR. KARNS: One-ten-and-nine to what?

17 FEMALE SPEAKER: He likes the first one.

18 MR. KARNS: You like the first one? Yeah, the  
19 first one.

20 MALE SPEAKER: -- promise me.

21 MR. CLEMMONS: We can't promise it tonight.

22 MR. KARNS: I can't promise it, but I can  
23 promise you that we'll do everything that we can.  
24 We have the neighbor in the back hiding back there  
25 so we can put a lot of pressure on him.

1 (Talking simultaneously.)

2 MR. KARNS: One of the things that we wanted  
3 to do with this hotel is activate that side of  
4 John's Pass because a lot of the activities that  
5 we're doing --

6 (Talking simultaneously.)

7 MR. KARNS: -- john's Pass.

8 MR. CLEMMONS: So, there's the trash room,  
9 there's the loading dock, and there's a service  
10 elevator.

11 MALE SPEAKER: Okay. Got it.

12 MR. KARNS: So, deliveries to the hotel come  
13 down 129, just come right, and it shows up right  
14 here. So, this is 129. There's a car coming out  
15 of the garage. That's the trash room door, that's  
16 the loading dock door.

17 FEMALE SPEAKER: Got it.

18 MR. KARNS: So all sorts of deliveries are  
19 inside the building. Garbage truck doesn't drive  
20 inside the building. On trash day, that door's  
21 out, and then they pull it out to the front, and  
22 then they (inaudible). But the service trucks,  
23 yeah.

24 MR. KARNS: The other thing we were trying to  
25 do here is there's a blown out ice cream store

1 here. There's a spice and tea here. And that's all  
2 the retail that's really there. By having the cafe  
3 and the lobby of the hotel and then the retail,  
4 we're trying to activate that area for pedestrians  
5 to walk around. They can go all the way around the  
6 whole block.

7 MR. CLEMMONS: Not on the west side, because  
8 there's houses, there's single-family houses. On  
9 the east side, because it's residential. But  
10 there's -- so yeah, I didn't mention that. The  
11 hotel lobby's right here, right by where the  
12 drop-off is, but there'll be a cafe incorporated  
13 into the lobby, which will be open to the public,  
14 and then there's retail space along here, here.  
15 This is where we envision the restaurant --

16 Actually, Bill, you can talk if you'd like to.

17 MR. KARNS: Yeah, we don't know. Whatever the  
18 tenant would want.

19 MR. CLEMMONS: Yeah, so, but we do want to --  
20 parking lots are kind of dead zones in terms of  
21 great for -- it's great to have places for people  
22 to park, but it's also great to have continuity of  
23 retail and restaurants to encourage people to walk.  
24 So we think the parking lot would be better because  
25 you still get the parking, but then you get that

1 retail and restaurants on the ground level.

2 FEMALE SPEAKER: Marcy, are you -- they  
3 mentioned earlier about the trash receptacle being  
4 kind of where Fisherman's Alley is. Now, are we  
5 thinking that all of Boardwalk Place East are now  
6 going to be located there? I think it's kind of  
7 hodgepodge right now, where some of them are over  
8 in the Florida Parking Company, and some of them  
9 are against the building, and some of them are on  
10 the side of the building.

11 So just from a raw --

12 MR. KARNS: I thought down here was just the  
13 one that's used, not a location now.

14 MARCY: That's where we're under the  
15 impression of is the ones that were coming using  
16 that location and would just continue to use that  
17 location, but are you saying that there's --

18 FEMALE SPEAKER: Yeah, because even Jeff's  
19 building now has theirs as a Florida Parking  
20 Company because Don Stock was throwing fish into  
21 that -- into that receptacle, and that might kind  
22 of help with even the garbage going up, the truck  
23 going up and down. And maybe if we made it a  
24 common area, I don't know how that would, billing  
25 and operationally that would work, but that might

1 aesthetically look a lot better.

2 MARCY: So when we get down to that,  
3 collectively look at the structure of that, I think  
4 it would make that (inaudible).

5 FEMALE SPEAKER: Jeff was saying, it would be  
6 a lot better, of not losing those folks.

7 (Talking simultaneously.)

8 MARCY: We'll go down there and kind of walk  
9 through everybody's situation and figure out  
10 what --

11 FEMALE SPEAKER: Yeah, because there's not  
12 really any consistency down there as far as where  
13 everyone keeps theirs.

14 MARCY: Okay.

15 FEMALE SPEAKER: It's kind of where everyone  
16 is.

17 MARCY: That's a great point.

18 MR. CLEMMONS: Other questions or comments?

19 FEMALE SPEAKER: And then we were talking  
20 about it earlier, but all of our water lines on  
21 Boardwalk Place East are underneath Florida  
22 Parking, so.

23 MARCY: Yeah, so part of that will be the  
24 relocation and utilities for the project, yeah.

25 FEMALE SPEAKER: And electrical will be?

1 Because all of our poles are in the parking too.

2 FEMALE SPEAKER: Yeah, what happens, like,  
3 that's a good point. So for our apartments, the  
4 Duke Energy, we pay for that electrical in the  
5 Fisherman's Alley. I mean, that's part of the  
6 lighting for the apartments. And now there will be  
7 a building. Like, the actual parking garage will  
8 be there.

9 MR. CLEMMONS: Duke Energy will have to set a  
10 new transformer.

11 FEMALE SPEAKER: They'll have to move it out.

12 MR. CLEMMONS: Which they'll have to pay for.

13 FEMALE SPEAKER: No, the actual light is, for  
14 the apartments, is technically on.

15 FEMALE SPEAKER: Oh, yeah, yeah.

16 FEMALE SPEAKER: Because you guys walk the  
17 docks, so.

18 MARCY: Like a street light?

19 (Talking simultaneously.)

20 FEMALE SPEAKER: Like street lights all the  
21 way around the right. And then there's street  
22 lights.

23 (Talking simultaneously.)

24 MR. CLEMMONS: -- a lot of detail. I mean,  
25 there would be street lights around it, and to the

1 extent that there's still that 50-foot section of  
2 Fisherman's Alley, is that where it is?

3 FEMALE SPEAKER: Yes.

4 MR. CLEMMONS: Here?

5 FEMALE SPEAKER: There's like four of them, so  
6 that's.

7 MR. CLEMMONS: Yeah, I mean, the ones that are  
8 here would go away, but the ones that were here  
9 would either stay or be replaced with new ones.

10 FEMALE SPEAKER: They'd have to move. Because  
11 right now, ironically, the pole is there.

12 MR. CLEMMONS: Right.

13 MALE SPEAKER: And actually, there's one more  
14 pole that my house will be (inaudible). I see  
15 the -- I go all the way from Fisherman's Alley.

16 FEMALE SPEAKER: So they're all, our electric  
17 is on there.

18 MR. CLEMMONS: And then, right, so that's what  
19 I'm saying. So that's why I thought it was just  
20 the electrical service.

21 FEMALE SPEAKER: They all combine to us, to  
22 our places.

23 MR. CLEMMONS: Right, so there'll be a new  
24 transformer, because obviously with the hotel,  
25 there's going to be more demand for electricity.

1 So they'll have to do the calculations, where  
2 here's how much is currently being used off of your  
3 buildings, and then whatever buildings you're  
4 using, that power coming down that alley. Add the  
5 hotel to that, and then they'll put in place a new  
6 transformer.

7 We've actually left -- we envisioned -- but we  
8 haven't talked to Duke Energy yet. We envisioned  
9 the transformer being here, near the east end of  
10 the block somewhere, where there's some nice,  
11 relatively green space. One thing we did, because  
12 we realized there was residential here, we did set  
13 the building back. We're trying to create a  
14 really, a little bit larger, just green space, with  
15 landscaping, just to sort of soften the building.  
16 But the transformers will be here, so it would be  
17 very convenient to reconnect, reconnect, reconnect  
18 the existing users of electricity on the east end  
19 of the block.

20 MALE SPEAKER: What would be a reasonable time  
21 frame to clear that area, and then put that, and  
22 complete this project?

23 MR. CLEMMONS: Bill?

24 MR. KARNs: Yes, sir.

25 MR. CLEMMONS: I've been asked about the

1 timeline. If you'd like me to say, or would you  
2 like to say?

3 MR. KARNNS: Well, I'm 67 now. So, I'd like it  
4 sooner rather than later. Well, I think the  
5 timeline is, you know, having the neighborhood  
6 meeting here. We have to go before planning and  
7 zoning meeting. I think we're trying to schedule  
8 that in December.

9 MALE SPEAKER: You mean this December?

10 MR. KARNNS: No, for planning and zoning.  
11 That's another city meeting. And then it'd be  
12 January, February, to go before the Board of  
13 Commission to get the final approvals. So, say  
14 February. Then I turn it over to Tim and his team  
15 to do the construction drawings.

16 MR. CLEMMONS: Yeah, it'll take pretty much  
17 most of the rest of next year.

18 MR. KARNNS: Oh, I'm 68.

19 MR. CLEMMONS: No, I'm 66, Bill, so I'm right  
20 behind you.

21 MR. KARNNS: Yeah, so you've got to get going.

22 MR. CLEMMONS: Yeah, but if you made me work  
23 twice as fast, I'll be older than you by the time I  
24 finish this job.

25 MALE SPEAKER: We just want Florida parking

1 gone.

2 MR. KARNs: Yeah, so.

3 MR. CLEMMONS: Construction will start in  
4 early '27?

5 MR. KARNs: Probably. Probably.

6 MR. CLEMMONS: Probably pushing.

7 MR. KARNs: So, it's early, and that early is  
8 October.

9 MR. CLEMMONS: So, I'd say September. No.

10 MR. KARNs: So, yeah, it should be in early  
11 '27.

12 (Talking simultaneously.)

13 MR. CLEMMONS: So, say that again.

14 MR. KARNs: Probably groundbreaking sometime  
15 early 2027. That building's going to be about a  
16 20-month construction period, and.

17 MR. CLEMMONS: It's open until the end of the  
18 '28.

19 MR. KARNs: Yeah, end of the 28th. End of the  
20 '28. I'm 73 years old, Tim. Holy shit, I better  
21 get back there.

22 MALE SPEAKER: So, so, so you're, when you say  
23 early '27, you're thinking like, beginning the  
24 project in like a February, March time frame?

25 MR. CLEMMONS: Somewhere around that.

1           MALE SPEAKER: So, when we start, when we  
2 start with something, as opposed to starting at  
3 some time, and we don't have any like a  
4 (inaudible).

5           MR. CLEMMONS: Well, actually, I get your  
6 point.

7           MR. KARNS: The nice thing about that,  
8 construction-wise, it's not going to disrupt  
9 anything, any of the businesses around there,  
10 because the four lots that were given up on the  
11 west end of the property, that's going to be your  
12 construction laid down, that's where your crane's  
13 going to be. So all the construction activities  
14 will be on the west side.

15          MR. CLEMMONS: And from a construction point  
16 of view, we like to start projects in the early  
17 part of the year, because it's drier, and it's  
18 cooler, and we're not in the hurricane season.

19          MALE SPEAKER: And you said, how many do you  
20 think is my favorite?

21          MR. KARNS: Probably 18 to 20 months of  
22 construction time here.

23          FEMALE SPEAKER: So March, really, our only  
24 season, from a business standpoint, is Valentine's  
25 Day to Easter. That's real season. So that's why

1 he's asking, because that's when all the spring  
2 breakers are coming, and so it's really important  
3 for us to have our business right then. Because  
4 those eight weeks are really important to every  
5 business in John's Pass. And that's, you know,  
6 it's really our, what we --

7 MR. KARNS: And we live that, too, with the  
8 businesses that we have in John's Pass, for  
9 instance.

10 MALE SPEAKER: The rest of the year is  
11 break-even.

12 FEMALE SPEAKER: No, not anymore, because of  
13 the hurricanes.

14 (Talking simultaneously.)

15 MR. CLEMMONS: Break-even for 10 months, to  
16 try to make their money, and then they work  
17 separately, you know.

18 FEMALE SPEAKER: And ours is Valentine's Day  
19 to Easter.

20 MR. KARNS: And Easter comes early this year.

21 FEMALE SPEAKER: Yeah.

22 MALE SPEAKER: But you guys are also plan  
23 development, right?

24 MR. KARNS: Correct.

25 MALE SPEAKER: What is the definition of plan

1 development?

2 MALE SPEAKER: Rezoning the property. So  
3 currently, the property is zoned C1, John's Pass  
4 Village Activity Center. So plan development's  
5 then rezoning to a different zone category, that,  
6 where they ask for certain --

7 MALE SPEAKER: They ask for more money.

8 MALE SPEAKER: In exchange for their certain,  
9 their amenities, or other things the city asks for,  
10 and then there's a development agreement alongside  
11 that's adopted.

12 MR. KARNS: It's a negotiation between the  
13 city and the developer. In order to get a little,  
14 you gotta give a lot.

15 MR. CLEMMONS: We're not allowed to build  
16 any --

17 MALE SPEAKER: What is the city getting out of  
18 green space?

19 (Indiscernible.)

20 MR. CLEMMONS: So we don't get any extra hotel  
21 rooms. We don't get any extra retail space. We  
22 can't build a bigger building, but we can maybe,  
23 like you said, we want to make it six stories  
24 instead of five stories. But if we were allowed to  
25 build it bigger, we would just have to spread, you

1 know, it's just like, you want it like this, or a  
2 little bit more spread out, a little bit lower.  
3 The problem with that is that we couldn't hide the  
4 parking lot. So what the city's asked us for is  
5 the green space, the little park, Pelican Lane to  
6 come through the block, to do improvements on  
7 Boardwalk Place.

8 MR. KARNS: And any infrastructure that needs  
9 to be done.

10 MR. CLEMMONS: And the sidewalks, we're going  
11 to do sidewalks around the block.

12 MALE SPEAKER: Parking.

13 MR. CLEMMONS: And originally they had asked  
14 us to provide that truck parking space on our  
15 property. So originally we had proposed that the  
16 truck parking space be here, but we met about a  
17 month ago, and really all of us agreed that that's  
18 an inconvenient location for the trucks because of  
19 these sharp turns. And it's still too far away  
20 from right where Boardwalk is, so it was actually  
21 getting the city's suggestion what if we put that  
22 here, but then you give us back, you know, public  
23 parking, parallel parking spaces.

24 MALE SPEAKER: Which three are you considering  
25 taking out?

1 MALE SPEAKER: The one in front of the park or  
2 in front of my restaurant? The three in front of  
3 my restaurant or across the street.

4 MALE SPEAKER: Across the street.

5 No, I'm sorry, I didn't know where your  
6 restaurant was.

7 (Talking simultaneously.)

8 MR. KARNS: He's on the east side.

9 (Talking simultaneously.)

10 Yeah.

11 MARCY: We could time that too, like between  
12 these times and this, if it works. Like this time,  
13 this time is loading and unloading, the rest of the  
14 time --

15 MALE SPEAKER: It used to be we all -- the  
16 restaurants used to say, you're out here by 11.  
17 That's 11, we don't want to see a truck.

18 (Talking simultaneously.)

19 MALE SPEAKER: It stopped a long time ago.

20 FEMALE SPEAKER: Because the guy moved on.

21 MALE SPEAKER: New restaurants came in, didn't  
22 know the rules.

23 MARCY: That's a good point, Marcy.

24 (Talking simultaneously.)

25 MARCY: We had this guy, but he left. Like

1 Budweiser and J.J. Taylor. We can't play with them.

2 MALE SPEAKER: Nobody gets deliveries at 5  
3 o'clock in the evening.

4 MALE SPEAKER: They do sometimes.

5 FEMALE SPEAKER: It was sweet, 7 to 9:30, and  
6 they were gone. They were firm.

7 (Talking simultaneously.)

8 FEMALE SPEAKER: It's new guys.

9 MALE SPEAKER: We can look at it, because most  
10 of our food guys, they have the key. They put their  
11 own stuff in during the night. So, you know,  
12 things are a bit different, but we can also look at  
13 it at 9:00 p.m.

14 MALE SPEAKER: Yeah, we try to get out of  
15 there. We don't have a really good back entrance,  
16 in my place. That's the front door. They have to  
17 be out of there by 10:30, is what I asked them to  
18 do.

19 (Talking simultaneously.)

20 MALE SPEAKER: When they turned, and they got  
21 into the sidewalk, I saw that, yeah.

22 MR. CLEMMONS: We can work on that, that's not  
23 a problem.

24 MALE SPEAKER: Maybe limit the size of the  
25 delivery truck. It's (inaudible).

1 MR. CLEMMONS: You guys know how all your  
2 businesses work.

3 MALE SPEAKER: It's like, yeah, yeah, form  
4 versus function. Yeah, we need to make those  
5 things happen to make the building a better place.  
6 The trucks and the land, yeah.

7 MALE SPEAKER: I agree with that. The truck  
8 drives as well as our restaurant.

9 MARCY: Yeah, that's probably something we  
10 could do.

11 FEMALE SPEAKER: I mean, the fish trucks, I  
12 mean, it's an issue with the fish trucks. It is.

13 MR. CLEMMONS: No, you're not wrong. It's  
14 really, the hotel helps all the businesses around  
15 there, of course.

16 FEMALE SPEAKER: That's not the issue.

17 (Talking simultaneously.)

18 FEMALE SPEAKER: It's the newer businesses.  
19 Us, that have been in business for 20 years, we do  
20 the same thing all the time. (Inaudible) Brothers.

21 MR. CLEMMONS: Any other questions, comments?

22 FEMALE SPEAKER: So, we're going to stand by  
23 this vote. We're not happy about the closure of  
24 Fisherman's Alley because it affects our properties  
25 100%. So, we have to fix 129th so that we can do

1 something. Otherwise, we're not happy.

2 MALE SPEAKER: It seems like the two options  
3 are either, is it possible to two-way East End Lane  
4 or is it possible to have a garage connection to  
5 Fisherman's Alley through the garage so you can  
6 drive through?

7 MR. CLEMMONS: That's an easy one.

8 FEMALE SPEAKER: Or some combination.

9 MR. KARNS: To open that up.

10 FEMALE SPEAKER: So, we could go through it.

11 (Talking simultaneously.)

12 MR. KARNS: No, I would commit to that.

13 (Talking simultaneously.)

14 FEMALE SPEAKER: Honestly, we would like it to  
15 go to Fisherman's Alley that we could still go  
16 through. That would be better for us because --

17 MR. KARNS: You can still go through, but  
18 you're going to have to make a little jaunt because  
19 of the way the retail is. So, it's not going to be  
20 a straight line.

21 FEMALE SPEAKER: We don't need a straight  
22 line.

23 MR. KARNS: No, on an original plan that we  
24 have --

25 MALE SPEAKER: I like the first one.

1 (Talking simultaneously.)

2 MARCY: We have to figure out how to run  
3 traffic around. That's the problem. It's just dead  
4 end traffic.

5 MR. KARNS: I'm willing to do either one to  
6 make sure that you and Sue have access to your home  
7 and businesses.

8 MALE SPEAKER: I think that's a good idea.

9 FEMALE SPEAKER: Yeah, 12th of opening that  
10 would be great. Yeah, I have to go, too, because I  
11 have to get to another meeting.

12 (Talking simultaneously.)

13 (End of recording.)

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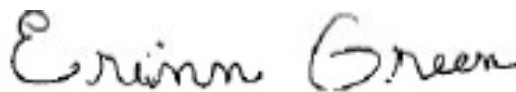
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CERTIFICATE

I, ERINN GREEN, Professional Court Reporter/Transcriptionist, do hereby certify that I was authorized to transcribe the foregoing recorded proceeding, and that the transcript is a true and accurate transcription of my shorthand notes, to the best of my ability, taken while listening to the provided recording.

I further certify that I am not of counsel or attorney for any of the parties to said proceedings, nor in any way interested in the events of this cause, and that I am not related to any of the parties thereto.

Dated this 3rd day of December, 2025.



ERINN L. GREEN, Court Reporter  
Notary Public, State of Florida  
Expires: January 23, 2028

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| 47:24 48:3,22<br>52:11,12,13,14<br>52:19 54:20<br><b>timeline</b> 46:1,5<br><b>times</b> 28:25<br>52:12<br><b>today</b> 3:2 34:14<br><b>today's</b> 17:6,15<br><b>together</b> 12:9<br><b>tomorrow</b> 31:8<br><b>tonight</b> 6:11<br>18:19 22:8<br>38:21<br><b>top</b> 4:22,23 5:8<br>6:5 12:22 14:22<br><b>towards</b> 18:23<br><b>town</b> 11:19<br><b>towns</b> 11:20,21<br><b>townscape</b> 5:18<br><b>traditional</b> 5:18<br>11:18 12:2<br><b>traffic</b> 7:6,7<br>23:11,17,18<br>24:1,4,21 26:21<br>26:23 32:14<br>56:3,4<br><b>trailer</b> 25:12<br><b>transcribe</b> 57:5<br><b>transcript</b> 57:6<br><b>transcription</b><br>1:2 57:7<br><b>transcriptionist</b><br>57:4 | <b>transformer</b><br>43:10 44:24<br>45:6,9<br><b>transformers</b><br>45:16<br><b>transportation</b><br>17:9<br><b>trash</b> 9:15 39:8<br>39:15,20 41:3<br><b>travel</b> 20:25<br><b>trellis</b> 9:19<br><b>tricky</b> 11:9<br><b>tried</b> 19:6<br><b>trip</b> 19:4<br><b>truck</b> 25:11<br>26:1,15 32:11<br>32:17 33:13<br>39:19 41:22<br>51:14,16 52:17<br>53:25 54:7<br><b>trucks</b> 14:5,9<br>26:2,8,17,18,19<br>28:18,20 32:2,4<br>32:13 36:4<br>39:22 51:18<br>54:6,11,12<br><b>true</b> 25:2 57:6<br><b>trust</b> 2:21<br><b>try</b> 11:8 14:16<br>36:12 49:16<br>53:14<br><b>trying</b> 2:12<br>14:21 21:12<br>23:12 24:2,3 | 33:14 39:24<br>40:4 45:13 46:7<br><b>turn</b> 46:14<br><b>turned</b> 53:20<br><b>turns</b> 51:19<br><b>twice</b> 46:23<br><b>twist</b> 2:12<br><b>two</b> 2:21,22<br>4:11 5:4,7 7:5<br>11:5 13:14<br>21:14,21 24:16<br>26:10,11,17<br>27:25 28:11,20<br>28:22 31:17<br>32:13,21,22<br>33:2,3,10 55:2,3<br><b>type</b> 17:17<br><b>types</b> 12:3 | <b>unusual</b> 5:9<br><b>ups</b> 28:19 32:10<br><b>use</b> 9:15 22:8,15<br>24:24 25:6,7,9<br>25:16,19 28:3<br>29:1,3 34:18<br>41:16<br><b>used</b> 9:24 18:13<br>41:13 45:2<br>52:15,16<br><b>useful</b> 37:17<br><b>user</b> 19:23<br><b>users</b> 45:18<br><b>using</b> 17:10<br>41:15 45:4<br><b>usually</b> 11:22<br>12:1,3 25:15<br><b>utilities</b> 42:24 |
|  |  | <b>u</b>   | <b>v</b>  |
|  |  | <b>uber</b> 17:10 18:9<br><b>uberling</b> 17:8<br><b>under</b> 7:21<br>12:19 23:10<br>41:14<br><b>underneath</b><br>42:21<br><b>understand</b><br>24:20 25:1<br>27:13,23<br><b>understood</b> 7:4<br><b>unloading</b> 32:7<br>52:13  | <b>vacate</b> 14:12<br><b>valentine's</b><br>48:24 49:18<br><b>valet</b> 22:8,16<br><b>variety</b> 12:8<br><b>vehicles</b> 21:23<br>22:2<br><b>versus</b> 54:4<br><b>vested</b> 20:2,4<br><b>viable</b> 31:15<br><b>videotaped</b> 2:6<br><b>view</b> 11:9 48:16<br><b>village</b> 1:2 3:14<br>3:18,24 4:2,14   |

|  |   |  |   |
|--|---|--|---|
| 7:9 9:4,5,22<br>10:21 11:22<br>12:5,24 18:2,3<br>23:21,23 25:24<br>34:16,17,25<br>37:14 50:4<br><b>vote</b> 54:23  | <b>waterfront</b> 24:3<br>24:5<br><b>way</b> 10:4,21<br>13:16 14:20<br>20:19 21:1,2,6,9<br>21:13 23:10<br>24:19 26:15<br>27:10,11,24<br>28:6 29:8,10,12<br>31:6,11,21<br>34:21 35:10<br>40:5 43:21<br>44:15 55:3,19<br>57:13<br><b>ways</b> 24:16<br><b>we've</b> 2:14,24<br>4:4,10,10,16,19<br>5:12 6:9,10 8:2<br>8:23 10:10 16:3<br>19:6 21:22 45:7<br><b>wedding</b> 18:16<br><b>weddings</b> 9:24<br><b>week</b> 28:3<br><b>weeks</b> 49:4<br><b>west</b> 14:2 40:7<br>48:11,14<br><b>wide</b> 8:3 24:8<br>27:2,24,25 28:1<br>31:17<br><b>widen</b> 28:8<br><b>wider</b> 27:10,11<br>31:16<br><b>willing</b> 56:5 | <b>wind</b> 22:22<br><b>window</b> 12:3,3<br><b>winters</b> 2:8<br><b>wise</b> 48:8<br><b>wish</b> 20:14<br><b>wonder</b> 33:11<br>33:20<br><b>words</b> 29:21<br><b>work</b> 13:8 16:14<br>41:25 46:22<br>49:16 53:22<br>54:2<br><b>worked</b> 25:22<br><b>working</b> 2:24<br>6:9 22:22<br><b>works</b> 22:10<br>38:5 52:12<br><b>world</b> 17:6,12<br>17:15 28:17<br><b>worried</b> 30:16<br><b>worth</b> 27:22<br><b>wrap</b> 5:14 10:10<br>11:7<br><b>wrapping</b> 13:6<br><b>wrong</b> 21:6<br>54:13 | 31:9 32:25 33:1<br>33:3,18 34:5,6<br>34:20,24 36:20<br>37:15,19 38:4<br>38:18 39:23<br>40:10,17,19<br>41:18 42:11,23<br>42:24 43:2,15<br>43:15 44:7<br>46:16,21,22<br>47:2,10,19<br>49:21 52:10<br>53:14,21 54:3,3<br>54:4,6,9 56:9,10<br><b>year</b> 2:16 3:15<br>30:1 46:17<br>48:17 49:10,20<br><b>years</b> 3:1,10<br>29:4 47:20<br>54:19<br><b>yep</b> 36:17 |
| <b>w</b>   |   |  | <b>z</b>  |
| <b>walk</b> 7:25 10:25<br>11:4 12:14 23:6<br>40:5,23 42:8<br>43:16<br><b>walkable</b> 7:8<br><b>walking</b> 5:6 8:4<br>12:24<br><b>wall</b> 29:12<br><b>walt's</b> 33:25<br>35:14<br><b>walts's</b> 14:6<br>23:16<br><b>waltz</b> 28:15<br><b>want</b> 2:16 6:15<br>9:7 18:7 20:9,15<br>24:5 30:16<br>36:11 40:18,19<br>46:25 50:23<br>51:1 52:17<br><b>wanted</b> 2:7 5:15<br>6:24 10:3 13:3<br>14:25 22:19<br>39:2<br><b>water</b> 9:15<br>42:20 |   |  | <b>zone</b> 5:20 32:7<br>50:5<br><b>zoned</b> 50:3<br><b>zones</b> 40:20<br><b>zoning</b> 12:18,19<br>12:25 16:4 46:7<br>46:10  |
|  |   | <b>y</b>   |   |
|  |   | <b>yeah</b> 15:9 16:18<br>18:16 21:3,7<br>24:19,23 25:1<br>25:17 26:20<br>27:11,16,19<br>28:4,6,6 30:18  |   |



CITY OF MADEIRA BEACH
PLANNING & ZONING DEPARTMENT
300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 244
planning@madeirabeachfl.gov



Unity of Title Application

Unity of Title Fee ..... \$100.00

\*Applicant: Name and Address

JPV HOTEL PROPERTY LLC

101 150th Avenue

Madeira Beach, FL 33708-2450

Telephone: ( 727 ) 444-1403 // c/o Brian J. Aungst, Jr.

Email: bja@macfar.com // c/o Brian J. Aungst, Jr.

\*Property Owner: Name and Address

JPV HOTEL PROPERTY LLC

101 150th Avenue

Madeira Beach, FL 33708-2450

Telephone: ( 727 ) 444-1403 // c/o Brian J. Aungst, Jr.

Email: bja@macfar.com // c/o Brian J. Aungst, Jr.

Application for Property 1 located at: (Street Address or Location of the Vacant Lot)

SEE ATTACHED.

Legal Description Of Property 1:

SEE ATTACHED.

Parcel Number: SEE ATTACHED.

Lot Area: ~59,677sqft Width: 320 ft Depth: 225 ft

Zoning District: C-1 (John's Pass Village Activity Center)

Present Structures on Property: 2-story structure on parcel # 15-31-15-58320-001-0050

Present Use of Property: Parking lot

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

**Application for the Property 2 located at:** (Street Address or Location of the Vacant Lot)

N/A

**Legal Description Of Property 2:**

**Parcel Number:** \_\_\_\_\_

**Lot Area:** \_\_\_\_\_

**Width:** \_\_\_\_\_ ft.

**Depth:** \_\_\_\_\_ ft.

**Zoning District:** \_\_\_\_\_

**Present Structures on Property:** \_\_\_\_\_

**Present Use of Property:** \_\_\_\_\_

**PLEASE ATTACH REQUIRED SUPPORTING MATERIALS:  
Answer Application Requirement Questions.**

**Provide A Unity of Title Document from the Pinellas County Clerk of the Circuit Court when completed.**

**DISCLAIMER:** According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All Documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

**UNITY OF TITLE  
JPV HOTEL PROPERTY, LLC**

- Application for the Property 1 located at:
  - (A) 125 129th Avenue E, Madeira Beach, FL 33708
  - (B) 146, 204, 206, 210, 214 Boardwalk Place E, Madeira Beach, FL 33708
  
- Legal Description of Property 2:
  - (As to A & B above) Lots 2 through 9 and Lots 14 through 20, Block 1, Mitchell’s Beach, according to the map or plat thereof, as recorded in Plat Book 3, Page 54, of the public records of Pinellas County, Florida; and

| <u>Parcel Numbers:</u>    | <u>Address:Lot Area:</u> | <u>Width:</u> | <u>Depth:</u> |
|---------------------------|--------------------------|---------------|---------------|
| ➤ 15-31-15-58320-001-0020 | 214 Boardwalk Pl E       | 80ft          | 100ft         |
| ➤ 15-31-15-58320-001-0040 | 210 Boardwalk Pl E       | 40ft          | 100ft         |
| ➤ 15-31-15-58320-001-0050 | 206 Boardwalk Pl E       | 40ft          | 100ft         |
| ➤ 15-31-15-58320-001-0060 | 204 Boardwalk Pl E       | 40ft          | 100ft         |
| ➤ 15-31-15-58320-001-0070 | Unaddressed              | 40ft          | 100ft         |
| ➤ 15-31-15-58320-001-0080 | Unaddressed              | 40ft          | 100ft         |
| ➤ 15-31-15-58320-001-0090 | 146 Boardwalk Pl E       | 40ft          | 100ft         |
| ➤ 15-31-15-58320-001-0140 | Unaddressed              | 80ft          | 100ft         |
| ➤ 15-31-15-58320-001-0160 | Unaddressed              | 40ft          | 100ft         |
| ➤ 15-31-15-58320-001-0170 | Unaddressed              | 80ft          | 100ft         |
| ➤ 15-31-15-58320-001-0190 | Unaddressed              | 40ft          | 100ft         |
| ➤ 15-31-15-58320-001-0200 | Unaddressed              | 40ft          | 100ft         |

TOTAL

- Lot Area: Approximately 1.37-acres    - Width: 320ft    - Depth: 225ft

## APPLICATION REQUIREMENT QUESTIONS

(1) The number of lots created is not increased;

The number of lots will not be increased as a result of this request.

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(2) All new lots meet the dimensional regulations of the current applicable zoning district or are not diminished in size if the original lot(s) did not meet the minimum requirements of the Land Development Code;

All new lots will meet the dimensional regulations of the current applicable zoning district.

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(3) All lots have legal access;

All lots will have legal access.

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(4) No utility extensions are required.

No utility extensions are required.

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**\*\* For City of Madeira Beach Use Only\*\***

Fee: \_\_\_\_\_  Check # \_\_\_\_\_  Cash  Receipt # \_\_\_\_\_

Date Received: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Received by: \_\_\_\_\_

\_\_\_\_\_ Unity of Title Fee \$100.00

X \_\_\_\_\_  
Community Development Director

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**DISCLAIMER:** According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All Documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

**PROCEDURE FOR COMPLETING UNITY OF TITLE FORM**

Item 10C.

This document cannot be recorded with the Clerk of Circuit Court unless **ALL OF THE INFORMATION** has been completed.

- 1. Insert the full name of all property owners. (The City of Madeira Beach will require proof of ownership. Copy of a deed, tax bill or title insurance policy will be sufficient in most instances.)
- 2. What is being constructed (single family home, commercial, industrial building), number of square feet of proposed structure, and proposed type of use.
- 3. Insert the Lot, Block, and Subdivision, if the legal is not lengthy. Add the official records book and page number if available.
- 4. Legal description is attached as **EXHIBIT "A"**

5. **ALL** owners **MUST** sign. If the property is owned by a Corporation, the authorized officials **MUST** sign and include their title/office held with said Corporation.

|                     |       |                      |
|---------------------|-------|----------------------|
| a.                  | b.    | c.                   |
| _____               | _____ | Smith Corporation    |
| Owner, a single man | Owner |                      |
|                     |       | by: _____            |
|                     |       | John B. Smith (Seal) |
|                     |       | President            |
|                     | _____ | by: _____            |
|                     | Owner | Mary A. Smith        |

- 6. All corporations must **AFFIX** their Corporate Seal next to the signatures of officers.
- 7. Witness: Two persons **MUST** sign as witnesses to the signatures of the property owners or signatures of the corporate officers.
- 8. Insert name of owners or name of Company and officers.
- 9. Insert date.
- 10. Notary **MUST** sign, fill in Commission number and affix seal/stamp and also the section under notary signature must be completed.
- 11. Prepared by **MUST BE COMPLETED** as follows:

NAME of person preparing document  
FULL ADDRESS (including zip code)  
PHONE: (AREA CODE) NUMBER

**PROPERTY OWNER'S ACKNOWLEDGEMENT OF UNITY OF TITLE**

Item 10C.

In consideration of the issuance of a Permit to JPV Hotel Property LLC the owner of the following described property, for construction of a hotel development in the City of Madeira Beach, Pinellas County, Florida, and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agrees to restrict the use of Lot (s) 2-9 & 14-20, Block 1;          Subdivision, according to the map or plat thereof recorded at Plat Book 3, Page(s) 54, of the Public Records of Pinellas County, Florida, or property being otherwise described by metes and bounds as:

in the following manner:

1. That although said properties are lots of records, the same shall hereafter be considered as one plot and parcel of land, and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately.
2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the Board of Commissioners of the City of Madeira Beach; Florida, which such release shall be made upon:
  - a. the satisfaction of or compliance with, or
  - b. the granting of an appropriate variance from the requirements of the current Land Development Code of the City of Madeira Beach.
3. The undersigned further agrees that this instrument may be recorded in the Public Records of Pinellas County, Florida.
4. The undersigned hereby acknowledges that he is the owner of the above-described real property, and that he has full authority to execute this Property Owner's Acknowledgment of Unity of Title.
5. As used herein, the term "property owner" or "owner" shall include the heirs, assigns, successors, and legal representatives of the undersigned. The use of the singular number shall include the plural, and the plural the singular. The use of any gender shall include all genders.

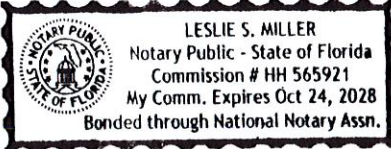
SIGNED, SEALED, EXECUTED AND ACKNOWLEDGED on this 5th day of Dec. 2025

WITNESSES:

Holly Simph

PROPERTY OWNER (S):

[Signature]

|   |   |
|---|---|
| STATE OF FLORIDA<br>COUNTY OF <u>Pinellas</u>   | The foregoing instrument was acknowledged before me this <u>5th</u> day of <u>December</u> 20 <u>25</u><br>(DATE)   |
|    | By: <u>William Karns</u><br>(name of person acknowledging and title of position) <u>who is personally known to me</u><br><br>or who has produced _____ (Type of Identification) _____ as identification and who did (did not) take an oath. |
| (SEAL ABOVE)  | <u>Leslie S. Miller</u> <u>HH 565921</u><br>Notary Public, Commission No.<br><u>Leslie S. Miller</u><br>(Name of Notary typed, printed or stamped)  |
| Attention Notary: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents. |   |
| THIS CERTIFICATION MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:   | Title or Type of Document _____<br>Number of Pages _____ Date of Document _____<br>Signer(s) Other than Named Above _____   |

PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# MIKE TWITTY, MAI, CFA

Pinellas County Property Appraiser

PO Box 1957, Clearwater, FL 33757-1957

Phone: (727) 464-3207 | Fax: (727) 464-3448 | TDD: (727) 464-3370

www.pcpao.gov | mike@pcpao.gov

Item 10C.

## PARCEL COMBINATION REQUEST

Requests for parcel combinations may be submitted by property owners or agents. This request shall be submitted for review to the GIS/Mapping Department. The requirements that follow are required (Section 2 only if one parcel has homestead exemption) and granting of a combination will remain at the discretion of the Property Appraiser's office. The combination of these parcels may have an impact on taxable value, exemptions, capped value and/or taxes. This office does not determine whether a parcel(s) meet legal requirements for development purposes. You may contact the county or municipality governing the property for verification.

### Section 1 – Eligibility. Please answer the following:

- 1. Is title to parcels/units in same ownership and tenancy status of record? Yes  No
- 2. Are all parcels in the same municipal/taxing district? Yes  No
- 3. Are all properties contiguous (legally and/or physically)? Yes  No
- 4. Are all current and delinquent taxes due paid? Yes  No

**If you answered 'No' to any of the above questions,  you are not eligible to combine parcels.**

- 5. Has lender provided written consent to combine properties? Yes  No  N/A
- 6. Confirm commercial parcel is not being joined with homestead parcel? Yes  No
- 7. Are condominium units physically joined? Yes  No  N/A
- 8. If one of the parcel(s) is residential, does it have homestead exemption? Yes  No  N/A   
If so, please complete Section 2.

Reason for Request:

Development of the property for a hotel

### Section 2 – Homesteaded Parcels Only. You have requested we combine the referenced parcels into one parcel for the tax roll: one of which is receiving the Homestead Exemption and related Save Our Homes assessment benefit. Please answer the following questions and attach any supporting documentation.

- 1. Is the contiguous property vacant or improved with buildings? Vacant  Improved
- 2. Does anyone reside at the secondary building? Yes  No   
If 'yes', who resides there? \_\_\_\_\_
- 3. Is the secondary parcel/building rented? Yes  No
- 4. How are you utilizing the secondary parcel/building?  
\_\_\_\_\_
- 5. Are utilities turned on for the secondary building? Yes  No   
If 'yes', whose name(s) is on the account? \_\_\_\_\_
- 6. What are your plans for the secondary building/parcel?  
\_\_\_\_\_
- 7. Do you plan to demolish the secondary building? Yes  No   
If yes, when? \_\_\_\_\_

**Section 3 - Property Information:** Provide multiple site addresses if assigned, indicating main property address a checkmark which parcel(s) have homestead exemption (HX). Attach sheet with additional parcels if necessary.


| HX?                      | Parcel ID          | Address |
|--------------------------|--------------------|---------|
| <input type="checkbox"/> | See list attached. |         |
| <input type="checkbox"/> |                    |         |
| <input type="checkbox"/> |                    |         |

**Section 4 - Affidavit**

If applicable, authorize the Pinellas County Property Appraiser to obtain information to determine my eligibility for Homestead Exemption. I understand that under [Section 196.131\(2\), Florida Statutes](#), any person who knowingly gives false information to claim Homestead Exemption is guilty of a first-degree misdemeanor, punishable by imprisonment up to one (1) year, a fine up to \$5,000 or both.

Under penalties of perjury, I declare that I have read the foregoing affidavit and the facts in it are true. I further understand that if the Property Appraiser determines that for any year within the prior 10 years, I was not entitled to receive this exemption, my property shall be subject to the taxes exempted, plus 15% per annum and a penalty of 50% of the taxes exempted.

**Current owner(s) of record, or agent with a power of attorney, must sign request.**

Signed by:  EED5248ADF3B489...

Signature \_\_\_\_\_ Date 12/18/2025

Print Name & Title William Karns, Manager of JPV Hotel Property LLC Phone (727) 367-3000

Email Address \* wkarns@karnsenterprises.com

Additional Owner Signature:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_ Phone \_\_\_\_\_

Email Address \* \_\_\_\_\_

\* Under Section 119.01, Florida Statutes, email addresses are public record. If you do not want your email address released in response to a public records request, omit your email address when completing this form, or do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**PARCEL COMBINATION REQUEST**

| <u>PARCEL ID</u>            | <u>ADDRESS</u>                                 |
|-----------------------------|--|
| 1) 15-31-15-58320-001-0020  | 214 BOARDWALK PLACE E, MADEIRA BEACH, FL 33708 |
| 2) 15-31-15-58320-001-0040  | 210 BOARDWALK PLACE E, MADEIRA BEACH, FL 33708 |
| 3) 15-31-15-58320-001-0050  | 206 BOARDWALK PLACE E, MADEIRA BEACH, FL 33708 |
| 4) 15-31-15-58320-001-0060  | 204 BOARDWALK PLACE E, MADEIRA BEACH, FL 33708 |
| 5) 15-31-15-58320-001-0070  | BOARDWALK PLACE E, MADEIRA BEACH, FL 33708     |
| 6) 15-31-15-58320-001-0080  | BOARDWALK PLACE E, MADEIRA BEACH, FL 33708     |
| 7) 15-31-15-58320-001-0090  | 146 BOARDWALK PLACE E, MADEIRA BEACH, FL 33708 |
| 8) 15-31-15-58320-001-0140  | 129TH AVENUE E, MADEIRA BEACH, FL 33708        |
| 9) 15-31-15-58320-001-0160  | 129TH AVENUE E, MADEIRA BEACH, FL 33708        |
| 10) 15-31-15-58320-001-0170 | 129TH AVENUE E, MADEIRA BEACH, FL 33708        |
| 11) 15-31-15-58320-001-0190 | 129TH AVENUE E, MADEIRA BEACH, FL 33708        |
| 12) 15-31-15-58320-001-0200 | 129TH AVENUE E, MADEIRA BEACH, FL 33708        |

**Certificate Of Completion**

|  |                            |
|--|----------------------------|
| Envelope Id: 8C3D824D-5335-4DE7-BC24-D19F5C600CD0  | Status: Completed          |
| Subject: Complete with DocuSign: Parcel Combination Request_JPV Hotel Property LLC_12.18.2025_MERGED.pdf |                            |
| Source Envelope:   |                            |
| Document Pages: 3  | Signatures: 1              |
| Certificate Pages: 1   | Initials: 0                |
| AutoNav: Enabled   | Envelope Originator:       |
| Envelopeld Stamping: Enabled   | Kaitlyn M. Perez           |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)  | 201 N Franklin Street      |
|  | Suite 2000                 |
|  | Tampa, FL 33602            |
|  | kmp@macfar.com             |
|  | IP Address: 35.145.244.201 |

**Record Tracking**

|   |  |                    |
|---|--|--------------------|
| Status: Original<br>12/18/2025 1:09:45 PM | Holder: Kaitlyn M. Perez<br>kmp@macfar.com | Location: DocuSign |
|---|--|--------------------|

**Signer Events**

William Karnes  
wkarns@karnsenterprises.com  
Partner  
Security Level: Email, Account Authentication (None)

**Signature**

Signed by:  
  
EED5248ADF3B489...  
Signature Adoption: Drawn on Device  
Using IP Address: 2a09:bac3:b8a1:e3c::16b:a5  
Signed using mobile

**Timestamp**

Sent: 12/18/2025 1:10:56 PM  
Viewed: 12/18/2025 1:13:09 PM  
Signed: 12/18/2025 1:13:27 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

|                     |                  |                       |
|---------------------|------------------|-----------------------|
| Envelope Sent       | Hashed/Encrypted | 12/18/2025 1:10:56 PM |
| Certified Delivered | Security Checked | 12/18/2025 1:13:09 PM |
| Signing Complete    | Security Checked | 12/18/2025 1:13:27 PM |
| Completed           | Security Checked | 12/18/2025 1:13:27 PM |

**Payment Events**

**Status**

**Timestamps**

# TRANSPORTATION ANALYSIS

## John's Pass Village Resort

*Prepared for:*

JPV Hotel Property LLC



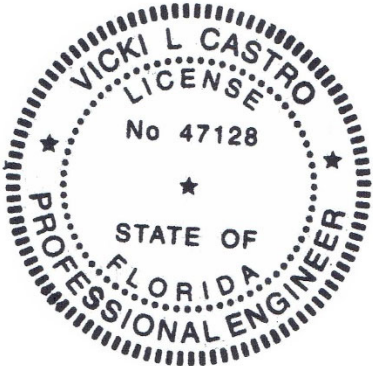
# Transportation Analysis John's Pass Village Resort

Revised March 2026  
Revised January 2026  
Revised December 2025  
March 2025

*Prepared for:*  
JPV Hotel Property LLC

*Prepared by:*  
Palm Traffic  
4006 South MacDill Avenue  
Tampa, FL 33611  
Ph: (813) 296-2595

Project No. T25016



**Vicki L  
Castro** Digitally signed  
by Vicki L Castro  
Date: 2026.03.19  
12:03:56 -04'00'

Vicki L. Castro, P.E.  
P.E. No. 47128

This item has been digitally signed and sealed by Vicki L Castro on the date adjacent to the seal.  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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- Trip Generation
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- FDOT Seasonal Factors
- Intersection Analysis

## PROJECT OVERVIEW

The purpose of this Transportation Analysis is to support the proposed project located south of 129<sup>th</sup> Avenue West and east of Gulf Boulevard in the City of Maderia Beach, Florida, as shown in Figure 1. The site is currently occupied by a paid parking lot. The proposed rezoning will allow for the following:

- 87 room Hotel
- 11,900 square feet of Retail
- 92 Paid Parking Spaces

## PROJECT DESCRIPTION

The accesses for the project are proposed to be as follows:

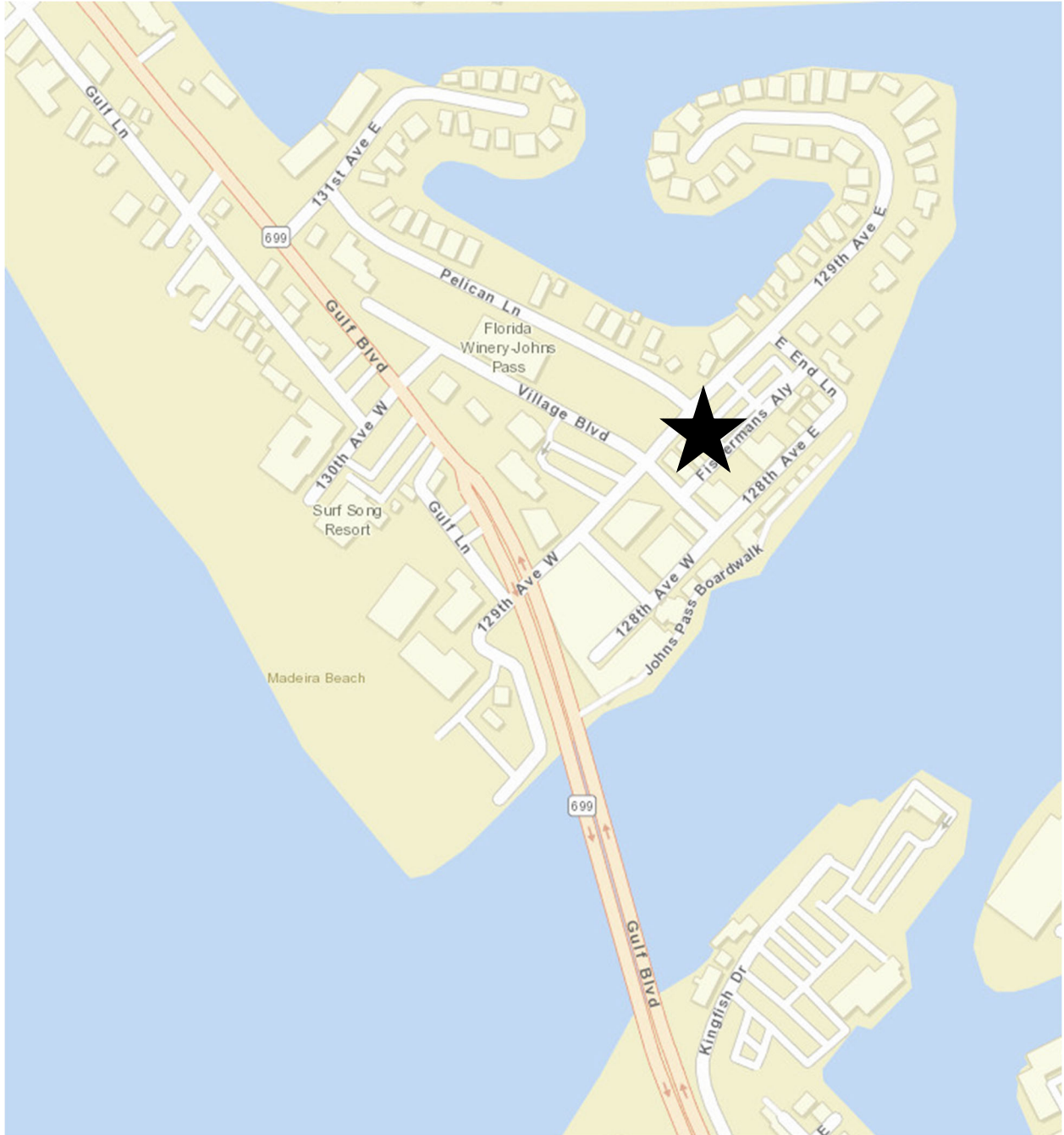
- One (1) left-in/right-in Hotel Entry access to 129<sup>th</sup> Avenue East
- One (1) full public access to 129<sup>th</sup> Avenue East.

A conceptual site plan is included in the Appendix of this report.

## TRIP GENERATION SUMMARY

The trip rates utilized in this report were obtained from the latest computerized version of “OTISS” which utilizes the Institute of Transportation Engineers’ (ITE) Trip Generation, 11<sup>th</sup> Edition, 2021, as its database. Based on these trip rates, it is estimated that the proposed project will attract approximately 1,641 daily trip ends, as shown in Table 1. The proposed project would attract approximately 138 trip ends during the AM peak hour with 94 inbound and 44 outbound, as shown in Table 1. During the PM peak hour, the proposed project would attract approximately 223 trip ends with 92 inbound and 131 outbound, as shown in Table 1.

**Figure 1. Project Location**



**Table 1. Estimated Project Traffic**

| <u>Land Use</u> | <u>ITE LUC</u> | <u>Size</u>   | <u>Daily Trip Ends (1)</u> | <u>AM Peak Hour Trip Ends (1)</u> |            |              | <u>PM Peak Hour Trip Ends (1)</u> |            |              |
|-----------------|----------------|---------------|----------------------------|-----------------------------------|------------|--------------|-----------------------------------|------------|--------------|
|                 |                |               |                            | <u>In</u>                         | <u>Out</u> | <u>Total</u> | <u>In</u>                         | <u>Out</u> | <u>Total</u> |
| Hotel           | 310            | 87 Rooms      | 695                        | 22                                | 18         | 40           | 26                                | 25         | 51           |
| Retail          | 822            | 11,900 SF     | 648                        | 17                                | 11         | 28           | 44                                | 44         | 88           |
| Paid Parking    | 090            | 92 Spaces     | <u>298</u>                 | <u>55</u>                         | <u>15</u>  | <u>70</u>    | <u>22</u>                         | <u>62</u>  | <u>84</u>    |
|                 |                | Project Total | 1,641                      | 94                                | 44         | 138          | 92                                | 131        | 223          |

(1) Source: ITE Trip Generation, 11th Edition, 2021.

## PROJECT TRIP DISTRIBUTION / ASSIGNMENT

The following distribution of the AM and PM peak hour trip ends were based on the existing traffic and development patterns with hand assignment to the local network:

- 60% to and from the north (via Gulf Boulevard)
- 40% to and from the south (via Gulf Boulevard).

Table 2 shows the distribution of the AM and PM peak hour project trip ends. Figure 2 illustrates the project trip ends on the adjacent roadway network for the AM and PM peak hours.

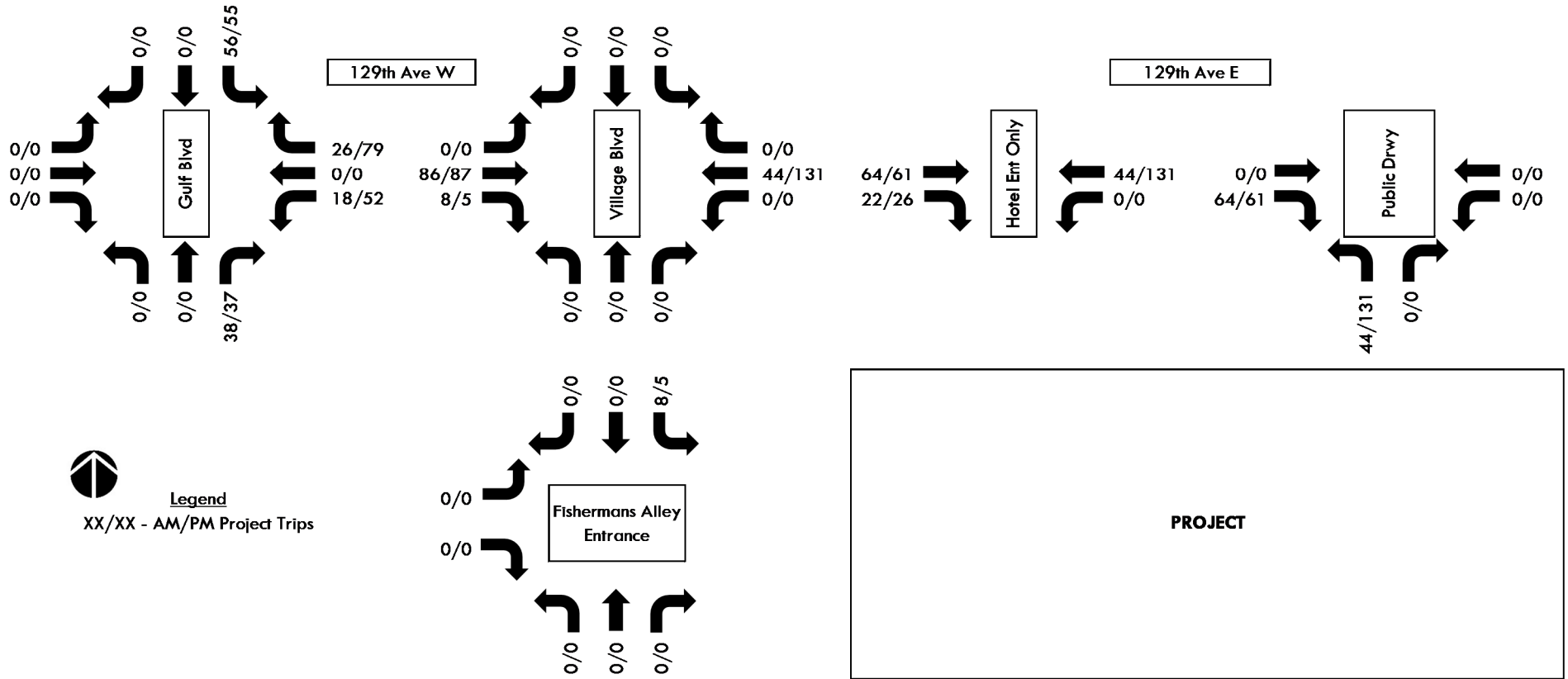
## BUDGETED IMPROVEMENTS

As stated previously, the site is located south of 129<sup>th</sup> Avenue East and east of Gulf Boulevard. Gulf Boulevard is a four (4) lane divided roadway. 129<sup>th</sup> Avenue East is a two (2) lane undivided roadway in the vicinity of the project. According to the FDOT Work Program and the Pinellas County Capital Improvement Program, there are no capacity adding improvements budgeted in the vicinity of the project.

**Table 2. Estimated Peak Hour Project Traffic Distribution**

| <u>Time<br/>Period</u> | <u>North (60%)</u> |            | <u>South (40%)</u> |            | <u>Total</u> |            |
|------------------------|--------------------|------------|--------------------|------------|--------------|------------|
|                        | <u>In</u>          | <u>Out</u> | <u>In</u>          | <u>Out</u> | <u>In</u>    | <u>Out</u> |
| AM                     | 56                 | 26         | 38                 | 18         | 94           | 44         |
| PM                     | 55                 | 79         | 37                 | 52         | 92           | 131        |

Figure 2. Project Traffic



## BACKGROUND TRAFFIC

The following methodology was utilized to estimate the existing volumes within the study area:

1. PALM TRAFFIC collected AM (7:00 – 9:00) and PM (4:00 – 6:00) peak hour turning movement counts on Thursday, February 13, 2025, at the following intersections:
  - Gulf Boulevard and 129<sup>th</sup> Avenue West
  - Village Boulevard and 129<sup>th</sup> Avenue West
  - Village Boulevard and Fishermans Alley.

No anomalies were present within the adjacent transportation facility that would have potentially impacted data collection efforts, nor were any anomalies present that could have impacted the data collection.

2. The turning movement counts were collected during the peak season based on the FDOT Seasonal Factors for Pinellas County of 0.93. Therefore, no adjustment is needed. Figure 3 illustrates the peak season traffic.
3. Based on FDOT historical traffic counts on Gulf Boulevard in the area, there has been approximately 1.1 percent annual growth over the past 5 years. Therefore, an annual growth rate of 1.1 percent per year was used to determine the background traffic in the buildout year of 2027. Figure 4 illustrates the background traffic. Figure 5 illustrates the background plus project traffic for the AM and PM peak hours.

Figure 3. Peak Season Traffic

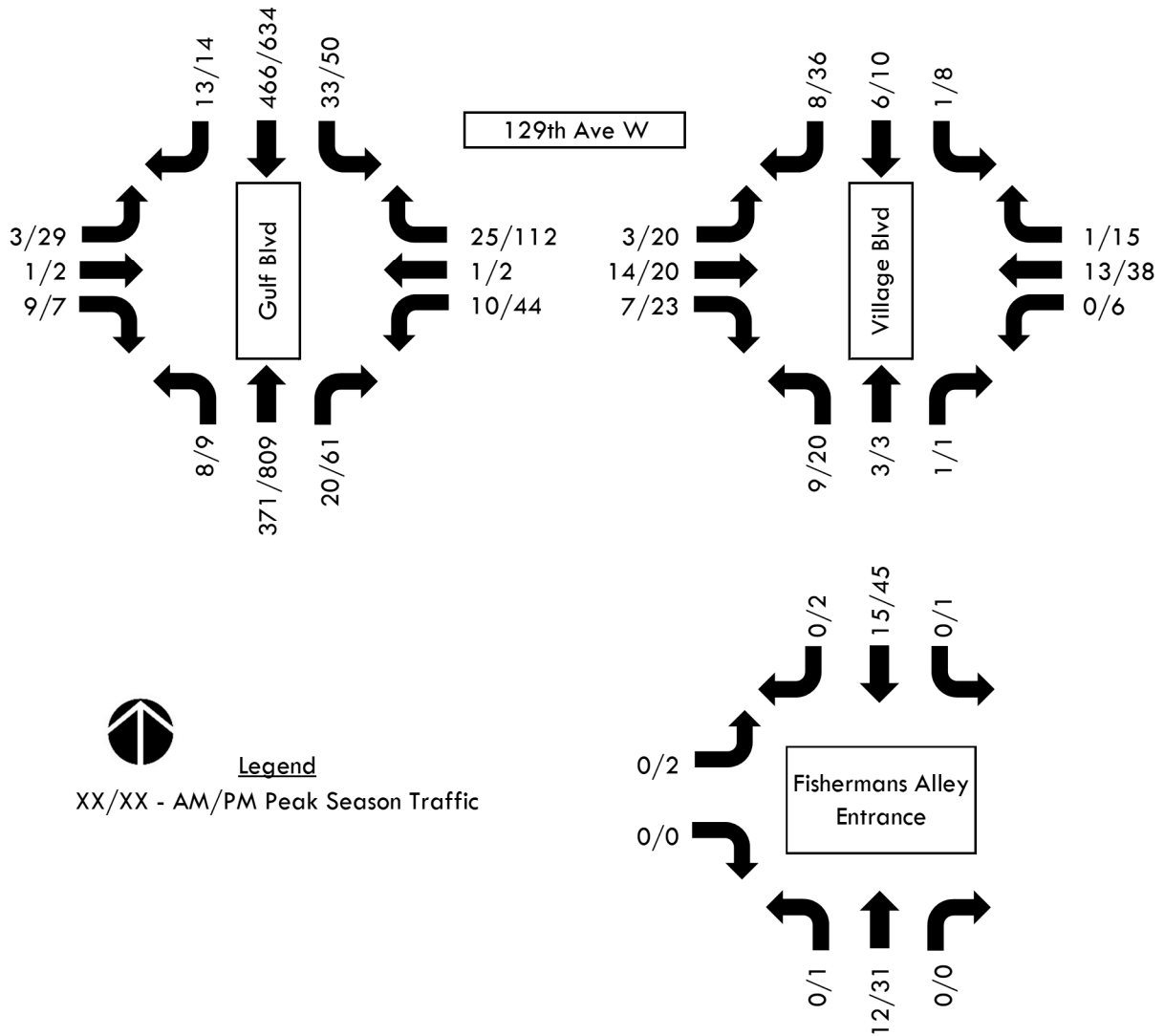


Figure 4. Background Traffic

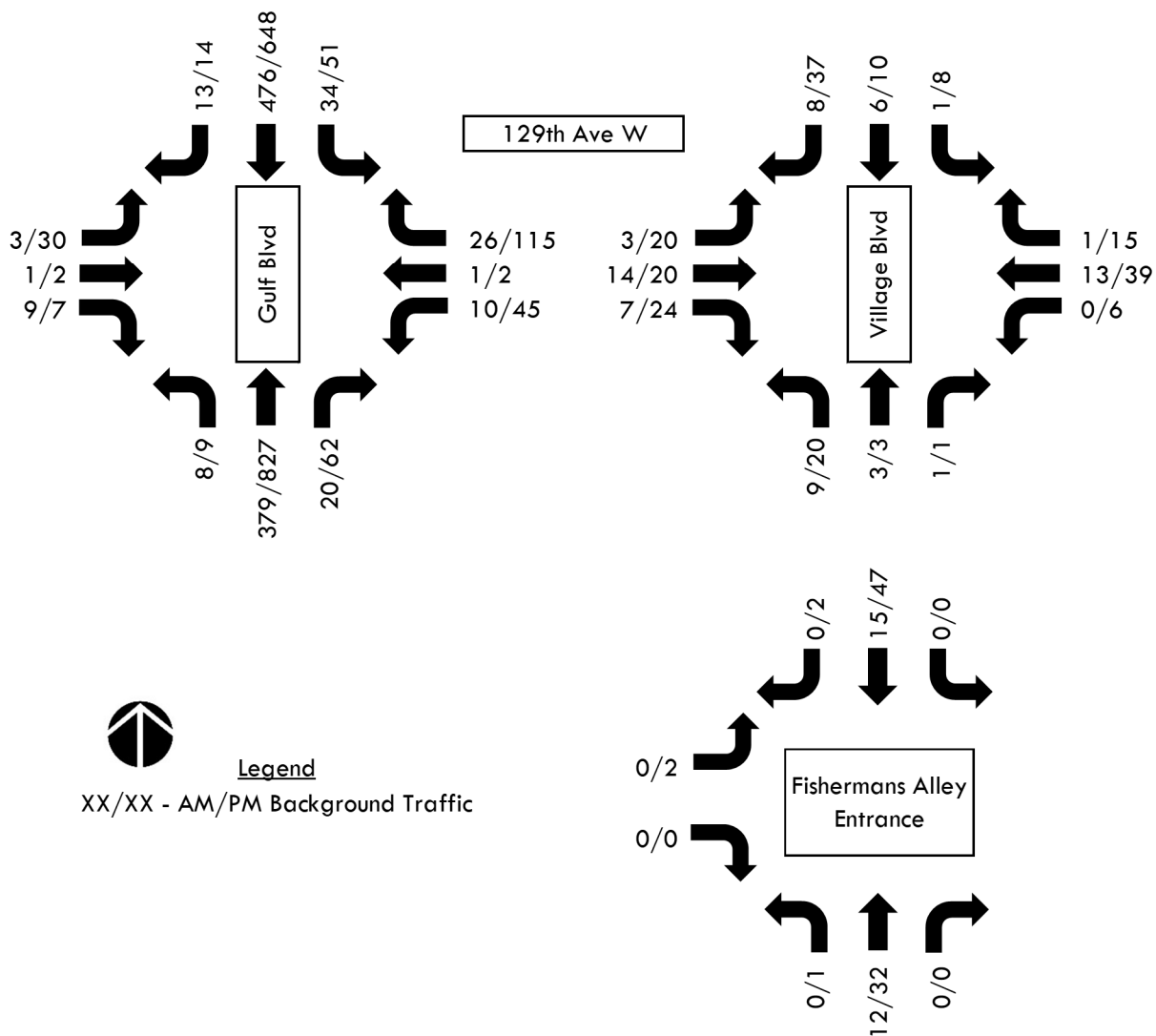
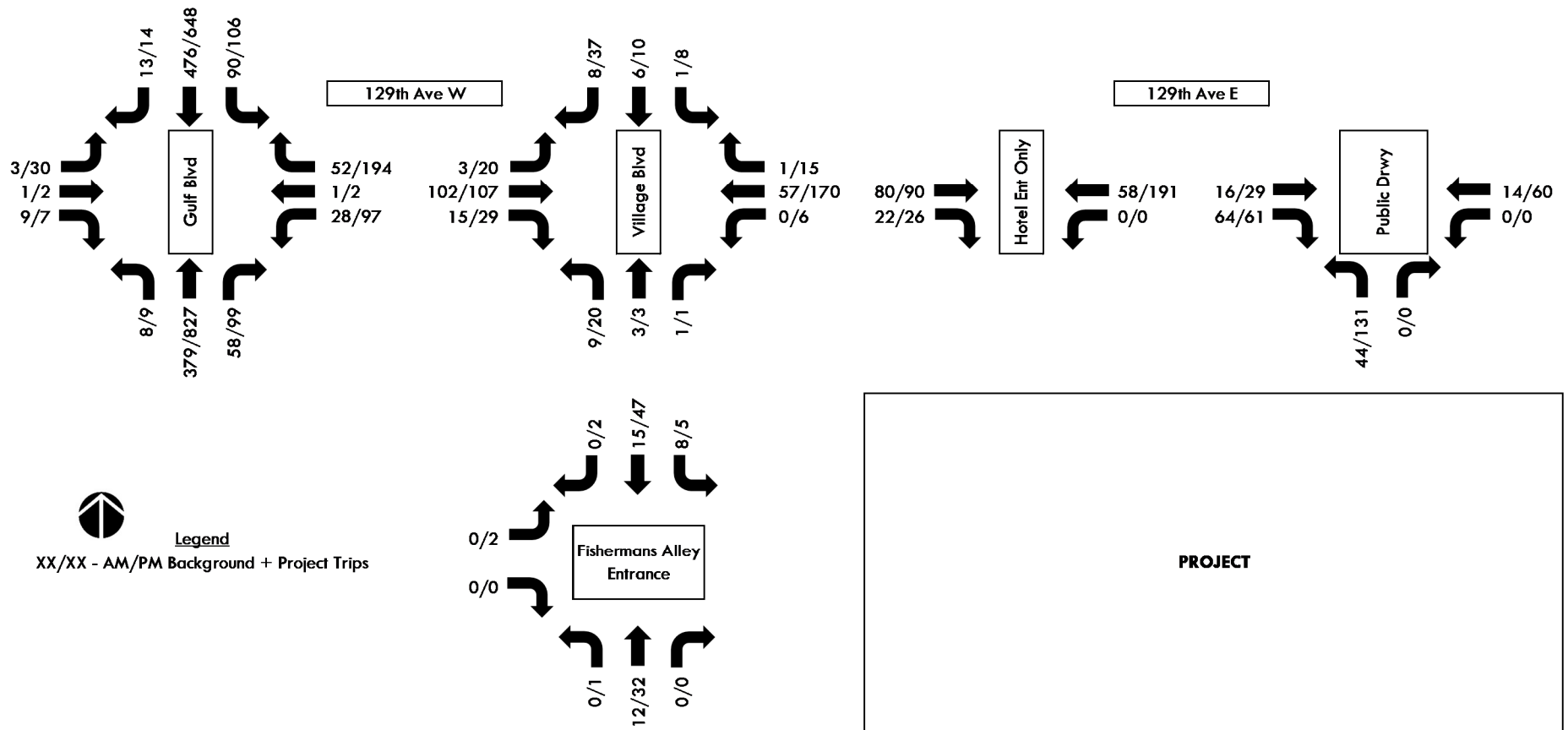


Figure 5. Background Plus Project Traffic



## INTERSECTION ANALYSIS

Intersection analysis was conducted for the AM and PM peak hours at the following intersections within the study network:

- Gulf Boulevard and 129<sup>th</sup> Avenue West
- Village Boulevard and 129<sup>th</sup> Avenue West
- 129<sup>th</sup> Avenue East and Public Parking
- Village Boulevard and Fishermans Alley.

The analysis was based on SYNCHRO with the proposed project traffic. Table 3 summarizes the analysis for the intersections and are described in detail in the following paragraphs.

### Gulf Boulevard and 129<sup>th</sup> Avenue West

This intersection is unsignalized. Unsignalized intersection analysis indicates that all movements should operate with a volume to capacity ratio less than 1.0 during the AM and PM peak hour with the background plus project traffic.

### Village Boulevard and 129<sup>th</sup> Avenue West

This intersection is unsignalized with a four-way stop condition. Unsignalized intersection analysis indicates that all movements should operate with a volume to capacity ratio less than 1.0 during the AM and PM peak hour with the background plus project traffic.

### 129<sup>th</sup> Avenue East and Public Parking

This intersection is unsignalized. Unsignalized intersection analysis indicates that all movements should operate with a volume to capacity ratio less than 1.0 during the AM and PM peak hour with the background plus project traffic.

### Village Boulevard and Fishermans Alley

This intersection is unsignalized with one-way eastbound movement on the east approach. Unsignalized intersection analysis indicates that all movements should operate with a volume to capacity ratio less than 1.0 during the AM and PM peak hour with the background plus project traffic.

**Table 3. Estimated Volume to Capacity Ratio**

| <u>Intersection</u>                       | <u>Direction</u> | <u>AM Peak Hour</u><br>Background + Project<br><u>Volume to Capacity Ratio</u> |                |              | <u>PM Peak Hour</u><br>Background + Project<br><u>Volume to Capacity Ratio</u> |                |              |
|---|------------------|--|----------------|--------------|--|----------------|--------------|
|   |                  | <u>Left</u>  | <u>Through</u> | <u>Right</u> | <u>Left</u>  | <u>Through</u> | <u>Right</u> |
| Gulf Boulevard and<br>129th Avenue W      | EB               | 0.03   | 0.03           | 0.03         | 0.18   | 0.18           | 0.18         |
|   | WB               | 0.13   | 0.13           | 0.04         | 0.43   | 0.43           | 0.37         |
|   | NB               | 0.01   | *              | *            | 0.01   | *              | *            |
|   | SB               | 0.08   | *              | *            | 0.15   | *              | *            |
| 129th Avenue W and<br>Village Boulevard   | EB               | 0.14   | 0.14           | 0.14         | 0.19   | 0.19           | 0.19         |
|   | WB               | 0.07   | 0.07           | 0.07         | 0.23   | 0.23           | 0.23         |
|   | NB               | 0.02   | 0.02           | 0.02         | 0.03   | 0.03           | 0.03         |
|   | SB               | 0.02   | 0.02           | 0.02         | 0.07   | 0.07           | 0.07         |
| 129th Avenue E and<br>Public Parking      | WB               | 0.00   | *              | -            | 0.00   | *              | -            |
|   | NB               | 0.05   | -              | 0.15         | 0.15   | -              | 0.15         |
| Village Boulevard and<br>Fishermans Alley | EB               | 0.00   | 0.00           | 0.00         | 0.00   | 0.00           | 0.00         |
|   | NB               | 0.00   | *              | *            | 0.00   | *              | *            |
|   | SB               | 0.01   | *              | *            | 0.00   | *              | *            |

\* Free flow movement

## CONCLUSION

Based on the results of the analysis, this project will have minimal impact on the operating conditions surrounding the project. There are no recommendations for turn lanes at the project driveways or changes to the existing traffic control at the study intersections.

**APPENDIX**

**APPENDIX**  
CONCEPTUAL SITE PLAN

# JOHNS PASS VILLAGE RESORT PLANNED DEVELOPMENT PLAN

SECTION 15, TOWNSHIP 31 S, RANGE 15 E  
MADEIRA BEACH, FLORIDA

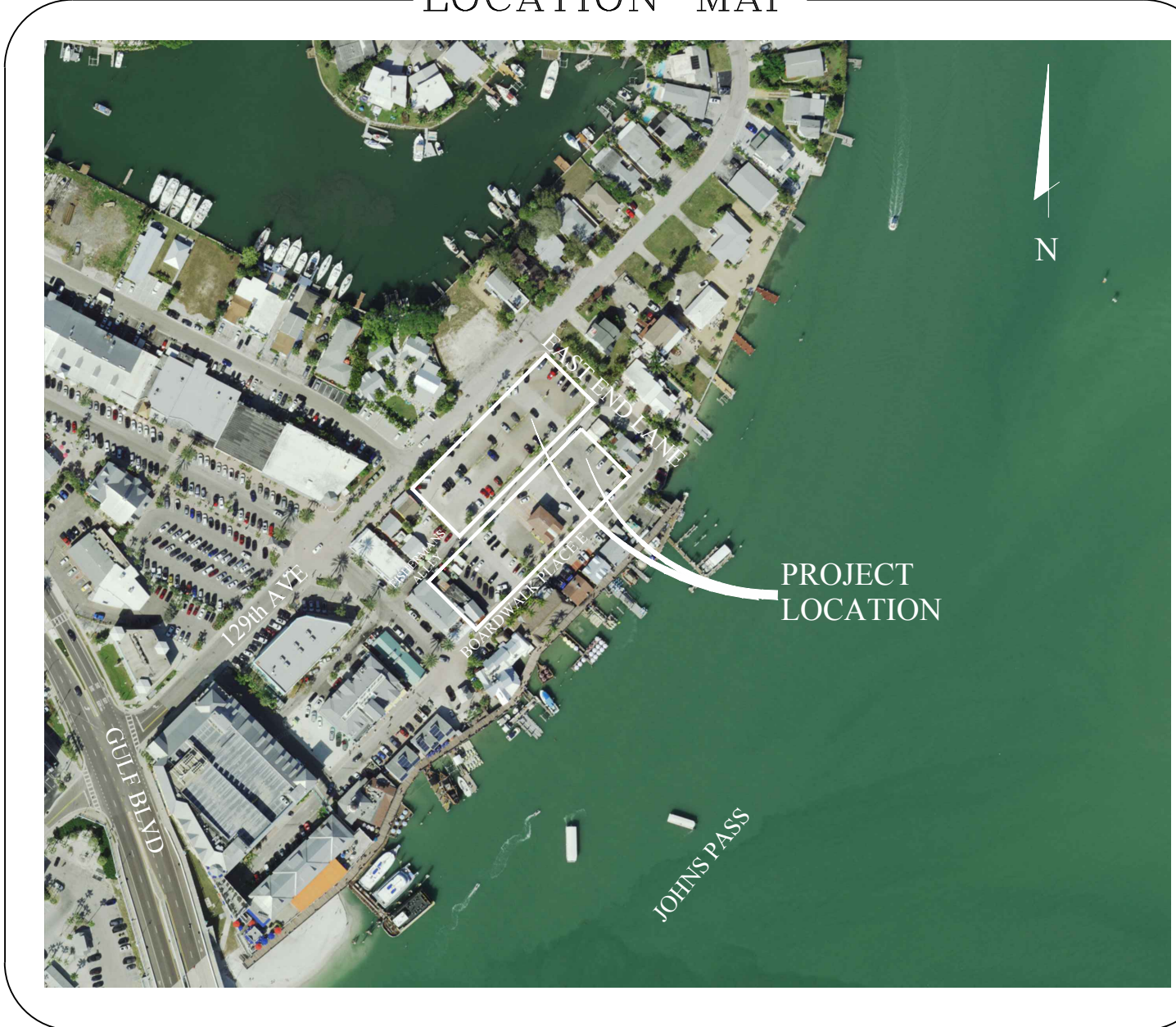
### DRAWING INDEX

| SHEET | TITLE                    |
|-------|--------------------------|
| C1    | COVER SHEET              |
| C2    | EXISTING CONDITIONS      |
| C3    | PLANNED DEVELOPMENT PLAN |
| C4    | MOBILITY ACCESS PLAN     |
| C5    | UTILITY PLAN             |
| C6    | PLANNED DEVELOPMENT PLAN |

### LEGAL DESCRIPTION

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20,  
BLOCK 1, MITCHELL'S BEACH, ACCORDING TO  
THE MAP OR PLAT THEREOF, AS RECORDED IN  
PLAT BOOK 3, PAGE 54, OF THE PUBLIC  
RECORDS OF PINELLAS COUNTY, FLORIDA.

### LOCATION MAP



### PROJECT DIRECTORY

**OWNERS:** [JVP HOTEL PROPERTY, LLC](#)  
101 150TH AVENUE  
MADEIRA BEACH, FL 33708

**DEVELOPER:** [WILLIAM KARNES ENTERPRISES, INC](#)  
101 150TH AVENUE  
MADEIRA BEACH, FL 33708  
PHONE: 727-367-3000

**CIVIL ENGINEER:** [GULF COAST CONSULTING, INC](#)  
13825 ICOT BOULEVARD, SUITE 605  
CLEARWATER, FL 33760  
PHONE: 727-524-1818  
ATTN: SEAN P. CASHEN, P.E. 42505

**SURVEYOR:** [GEODATA SERVICES, INC](#)  
1166 KAPP DRIVE1  
CLEARWATER, FL 33765  
PHONE: 727-447-1763

PREPARED FOR:

**WILLIAM KARNES ENTERPRISES, INC**

101 150th AVENUE  
MADEIRA BEACH, FL 33708



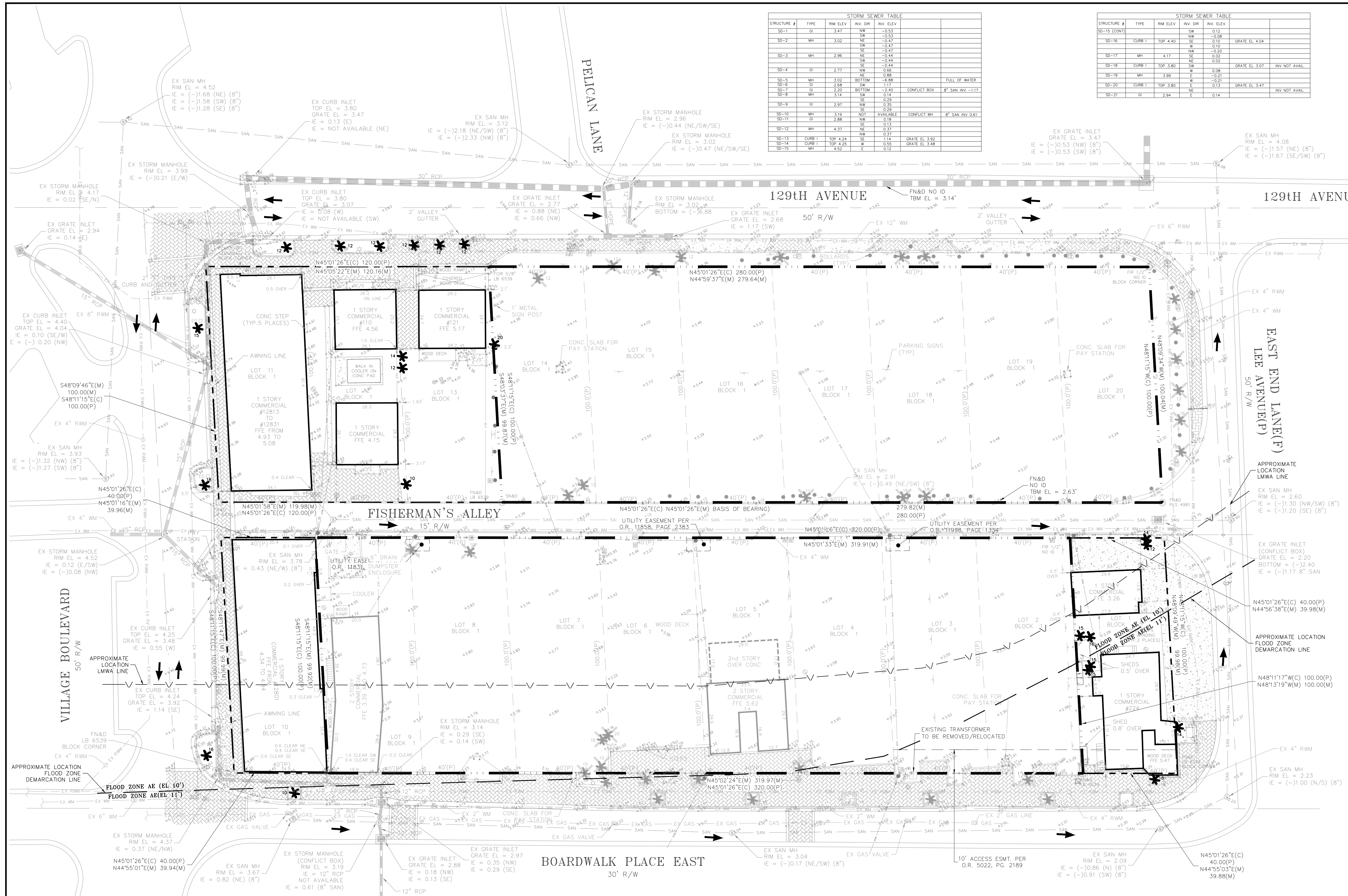
**Gulf Coast Consulting, Inc.**  
Land Development Consulting  
ENGINEERING TRANSPORTATION PLANNING PERMITTING  
13825 ICOT BLVD., SUITE 605  
Clearwater, Florida 33760  
Phone: (727) 524-1818 Fax: (727) 524-6090  
[www.gulfcoastconsultinginc.com](http://www.gulfcoastconsultinginc.com)

SEAN P. CASHEN  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
LICENSE NO. 42505  
THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY  
SEAN P. CASHEN  
ON THE DATE INDICATED HERE.  
PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES.

25-003  
DATE: 04/03/2025  
REVISED: 03/13/2026  
JOHNS PASS VILLAGE RESORT

### SITE DATA TABLE

| SITE DATA TABLE          |   |  |  |
|--------------------------|---|--|--|
| Site Address             | 125 129th Avenue East, Madeira Beach, Florida 33708   |  |  |
| Parcel ID Numbers        | 15-31-15-58320-001-0020<br>15-31-15-58320-001-0060<br>15-31-15-58320-001-0090<br>15-31-15-58320-001-0170  | 15-31-15-58320-001-0040<br>15-31-15-58320-001-0070<br>15-31-15-58320-001-0140<br>15-31-15-58320-001-0190   | 15-31-15-58320-001-0050<br>15-31-15-58320-001-0080<br>15-31-15-58320-001-0160<br>15-31-15-58320-001-0200   |
| Flood Zone               | Parcels are in flood zone "AE (EL 10)" and "AE (EL 11)" and "VE (EL 13)", according to the flood insurance rate map, map numbers: 12103C0191H and 12103C0192H, map effective date, August 21, 2021, as provided by the Federal Emergency Management Agency.   |  |  |
| Proposed Uses            | Hotel: 87 units (24 studios, 32 one-bedroom, 28 two-bedroom, 3 three-bedroom)<br>Retail: 7,550 square feet<br>1st Floor Restaurant: 3,350 square feet (134 seats: 1 per 25 square feet)<br>1st Floor Café: 1,000 square feet (40 seats: 1 per 25 square feet)<br>6th Floor Restaurant: 3,900 square feet (260 seats: 1 per 15 square feet of dining space)<br>Event Space: 2,800 square feet (187 seats: 1 per 15 square feet)  |  |  |
| Existing Zoning          | C-1, John's Pass Village Activity Center (Commercial Core)  |  |  |
| Site Area                | North Parcels:<br>South Parcels:<br>Vacated Alley:<br>Total:  | 27,952 square feet<br>31,928 square feet<br>3,604 square feet<br>63,484 square feet  | 0.642 acres<br>0.733 acres<br>0.083 acres<br>1.457 acres   |
| Lot Width (129th Ave)    | Required: 40 feet   | Proposed: 280 feet   |  |
| Lot Width (Boardwalk Pl) | Required: 40 feet   | Proposed: 320 feet   |  |
| Lot Depth                | Required: 80 feet   | Proposed: 100 feet   |  |
| Allowable Building Area  | 63,484 square feet x 2.0:   | 126,968 square feet  |  |
| Allowable Density        | 1,457 acres x 60:   | 87 units   |  |
| Existing Building Area   | 15-31-15-58320-001-0090<br>15-31-15-58320-001-0130<br>Total:  | 2,200 square feet<br>924 square feet<br>3,124 square feet  | Retail (to be demolished)<br>Retail (to be demolished)   |
| Proposed Building Area   | New Hotel:<br>New Restrooms:<br>Total:  | 126,744 square feet<br>224 square feet<br>126,968 square feet  |  |
| Proposed Density         | New:  | 87 units   | 59.7 units per acre  |
| Allowable ISR            | 53,961 square feet  |  | 85.0% of site  |
| Proposed ISR             | Building Footprint:<br>Arcade/Porte Cochere:<br>Paving/Sidewalk:<br>Total:  | 41,628 square feet<br>6,714 square feet<br>5,352 square feet<br>53,278 square feet   | 65.6% of site<br>10.6% of site<br>8.4% of site<br>84.6% of site  |
| Open Space               | Landscaping:<br>Permeable Pavers:<br>Total:   | 7,560 square feet<br>2,230 square feet<br>9,790 square feet  | 11.9% of site<br>3.5% of site<br>15.4% of site   |
| Required Parking         | Hotel units (2 bedrooms):<br>Hotel units (3 bedrooms):<br>1st Floor Retail:<br>1st Floor Restaurant:<br>19 employees / 2<br>Hotel Café and Restaurant:<br>41 employees / 2<br>Event Space:<br>Pool and pool terrace:<br>Subtotal:<br>50% Johns Pass Activity Center Reduction:  | 84 x 1.2<br>3 x 2.2<br>7,550 sf / 300<br>134 seats / 4<br>2<br>300 seats/4<br>2<br>187 seats / 6 seats<br>9,500/200<br>349.8 spaces<br>175 spaces  | 100.8 spaces<br>6.6 spaces<br>25.2 spaces<br>33.5 spaces<br>9.5 spaces<br>75.0 spaces<br>20.5 spaces<br>31.2 spaces<br>47.5 spaces<br>349.8 spaces<br>175 spaces |
| Proposed Parking         | Hotel Parking:<br>Paid Public Parking:<br>Total Parking:  | 175 spaces<br>92 spaces<br>267 spaces (including 2 van accessible and 6 handicap spaces)   |  |
| Allowable Height         | Lots over 0.5 acres:  | 55 feet above DFE  | 4 stories over ground floor commercial   |
| Proposed Height          | 79 feet above DFE   |  | 5 stories over ground floor commercial   |
| Allowable Setbacks       | Front Yard:<br>(129th and Boardwalk)<br><br>Street Side Yard:<br>Interior Side Yard:  | Multi-story buildings<br>One-story buildings<br>Stairs, elevators<br>Balconies, awnings<br><br>10 feet<br>0 feet<br>0 feet<br>6 foot encroachment over ROW<br>10 feet<br>10 feet on one side |  |
| Proposed Setbacks        | Front Yard:<br>(129th and Boardwalk)<br><br>Street Side Yard:<br>Interior Side Yard:  | First five stories<br>Sixth floor<br>Balconies, awnings<br>One-story restroom building<br><br>10 feet<br>10 feet<br>6 foot encroachment<br>0 feet<br>10 feet<br>8 feet<br>1 foot             |  |
| PD                       | PD flexibility requested for the following:<br>Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE<br>Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE<br>Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial<br>Front setback: 0 feet instead of 10 feet for multi-story buildings<br>Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building<br>Balconies, awnings & roof overhang located over ROW:<br>6 foot encroachment beyond property line on north and south sides of building<br>Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6'). |  |  |



| STRUCTURE # | TYPE   | RIM ELEV | INV DIR       | INV ELEV |
|-------------|--------|----------|---------------|----------|
| SD-1        | GI     | 3.47     | NW            | -0.53    |
| SD-2        | MH     | 3.02     | SW            | -0.53    |
| SD-3        | MH     | 2.96     | SW            | -0.47    |
| SD-4        | GI     | 2.77     | NW            | 0.66     |
| SD-5        | MH     | 3.02     | BOTTOM        | -4.88    |
| SD-6        | GI     | 2.68     | SW            | 1.17     |
| SD-7        | GI     | 2.20     | SE            | -2.40    |
| SD-8        | MH     | 3.14     | SW            | 0.14     |
| SD-9        | GI     | 2.97     | NW            | 0.29     |
| SD-10       | MH     | 3.19     | NOT AVAILABLE | 0.35     |
| SD-11       | GI     | 2.88     | NW            | 0.18     |
| SD-12       | MH     | 4.37     | NE            | 0.37     |
| SD-13       | CURB I | TOP 4.24 | SE            | 1.14     |
| SD-14       | CURB I | TOP 4.25 | W             | 0.55     |
| SD-15       | MH     | 4.52     | E             | 0.12     |

| STRUCTURE # | TYPE   | RIM ELEV | INV DIR | INV ELEV |
|-------------|--------|----------|---------|----------|
| SD-15 (CON) |        |          |         |          |
| SD-16       | CURB I | TOP 4.40 | NW      | -0.08    |
| SD-17       | MH     | 4.17     | SE      | 0.10     |
| SD-18       | CURB I | TOP 3.60 | SE      | 0.02     |
| SD-19       | MH     | 3.99     | E       | 0.08     |
| SD-20       | CURB I | TOP 3.80 | E       | 0.13     |
| SD-21       | GI     | 2.94     | E       | 0.14     |

**FLOOD ZONE NOTE:**  
 SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONES AE (EL 10), AE (EL 11) & VE (EL 13), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12103C0191H & 12103C0192H, DATED AUGUST 24, 2021. THIS PARCEL, OR A PORTION THEREOF, APPEARS TO BE IN A COASTAL "A" ZONE.

**DATUM NOTE:**  
 THE VERTICAL DATA SHOWN HERE ARE THE RESULTS OF A CONTROL SURVEY PERFORMED BY GLOBAL POSITIONING SYSTEM (GPS) METHODS. THIS GPS SURVEY WAS PERFORMED BY A CREW FROM GEODATA SERVICES, INC., CLEARWATER, FLORIDA, AND ESTABLISHED BY GPS OBSERVATIONS USING 3 SOKKIA STRATUS RECEIVERS - STATIC LI GPS SYSTEM, AND ADJUSTED WITH SOKKIA SPECTRUM V4.21 SOFTWARE. VERTICAL DATA SHOWN HEREON ARE IN NAVD 88, FLORIDA WEST ZONE; HOLDING PBE 147 USE HAVING A PID NUMBER OF AG0767 AND A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK DESIGNATED BM 15-90-DA-25A TO SET A SITE TBM.

- SYMBOL LEGEND**
- ⊗ = Backflow Preventor
  - ⊠ = Cable Box
  - = Centerline
  - ⊕ = Cleanout
  - ⊙ = Decorative Light
  - ⊗ = Drainage Manhole
  - ⊙ = Fire Hydrant
  - ⊙ = Grease Trap
  - ⊙ = Guy Anchor
  - ⊙ = Handicap
  - ⊙ = Lightpole
  - ⊙ = Mailbox
  - ⊙ = Power Box
  - ⊙ = Sanitary Manhole
  - ⊙ = Sign
  - ⊙ = Grate Inlet
  - ⊙ = Spot Elevation
  - ⊙ = Telephone Box
  - ⊙ = Utility Pole
  - ⊙ = Water Meter
  - ⊙ = Water Valve
  - ⊙ = Well

| MANHOLE # | RIM ELEV | INV DIR | INV ELEV | PIPE SIZE IN INCHES |
|-----------|----------|---------|----------|---------------------|
| SS-1      | 4.08     | NE      | -1.57    | 8"                  |
|           |          | SW      | -1.67    | 8"                  |
|           |          | SE      | -1.67    | 8"                  |
| SS-2      | 2.80     | NW      | -1.30    | 8"                  |
|           |          | SW      | -1.30    | 8"                  |
| SS-3      | 2.91     | NE      | -0.49    | 8"                  |
|           |          | SW      | -0.49    | 8"                  |
| SS-4      | 3.78     | NE      | 0.43     | 8"                  |
|           |          | W       | 0.43     | 8"                  |
| SS-5      | 2.23     | N       | -1.00    | 8"                  |
|           |          | SW      | -0.86    | 8"                  |
| SS-6      | 2.09     | SW      | -0.91    | 8"                  |
| SS-7      | 3.04     | NE      | -0.17    | 8"                  |
|           |          | SW      | -0.17    | 8"                  |
| SS-8      | 3.67     | NE      | 0.82     | 8"                  |
|           |          | SE      | -2.18    | 8"                  |
| SS-9      | 3.12     | NE      | -2.18    | 8"                  |
|           |          | SW      | -2.18    | 8"                  |
| SS-10     | 4.52     | NW      | -2.33    | 8"                  |
|           |          | SW      | -1.58    | 8"                  |
| SS-11     | 3.93     | NW      | -1.32    | 8"                  |
|           |          | SW      | -1.27    | 8"                  |

DESIGNED: SPC  
 DRAWN: MKC  
 CHECKED: SPC  
 QC: [Signature]

**Gulf Coast Consulting, Inc.**  
 Land Development Consulting  
 ENGINEERING TRANSPORTATION PLANNING PERMITTING  
 13825 ICOT BLVD., SUITE 605  
 Clearwater, Florida 33760  
 Phone: (727) 524-1818 Fax: (727) 524-6090  
 WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
 101 150th AVENUE  
 MADEIRA BEACH, FL 33708  
 PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 EXISTING CONDITIONS PLAN

| NO | DATE     | REVISIONS                        |
|----|----------|----------------------------------|
| 1  | 03/09/26 | REVISED FLOOD ZONES & LWMVA LINE |

SEAN P. CASHEN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 42909

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SEAN P. CASHEN ON THE DATE INDICATED HERE.

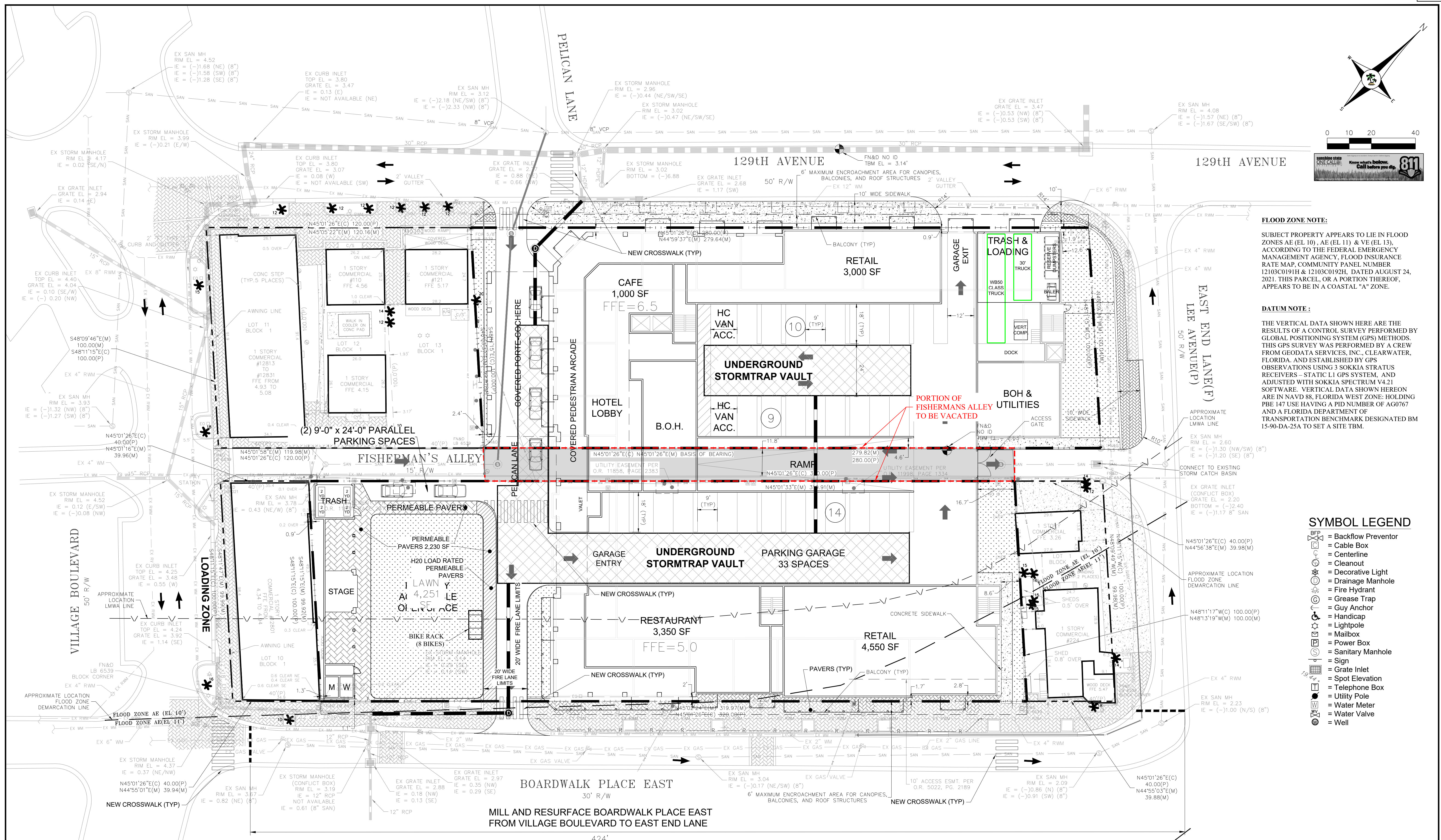
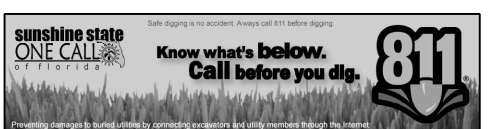
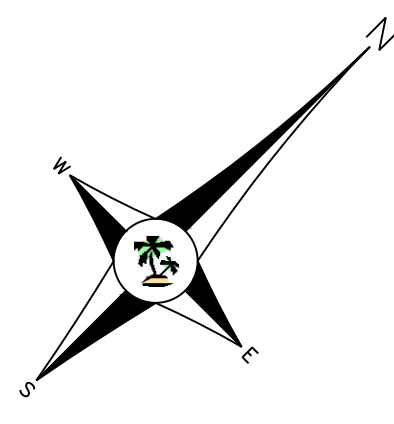
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SEAN P. CASHEN, P.E. #42505  
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 GULF COAST CONSULTING, INC.  
 CERTIFICATE OF AUTHORIZATION No. 9774

DATE: 03/20/25

SHEET: 25-003

**C2**



**FLOOD ZONE NOTE:**  
SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONES AE (EL 10), AE (EL 11) & VE (EL 13), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12103C0191H & 12103C0192H, DATED AUGUST 24, 2021. THIS PARCEL, OR A PORTION THEREOF, APPEARS TO BE IN A COASTAL "A" ZONE.

**DATUM NOTE:**  
THE VERTICAL DATA SHOWN HERE ARE THE RESULTS OF A CONTROL SURVEY PERFORMED BY GLOBAL POSITIONING SYSTEM (GPS) METHODS. THIS GPS SURVEY WAS PERFORMED BY A CREW FROM GEODATA SERVICES, INC., CLEARWATER, FLORIDA, AND ESTABLISHED BY GPS OBSERVATIONS USING 3 SOKKIA STRATUS RECEIVERS - STATIC L1 GPS SYSTEM, AND ADJUSTED WITH SOKKIA SPECTRUM V4.21 SOFTWARE. VERTICAL DATA SHOWN HEREON ARE IN NAVD 88, FLORIDA WEST ZONE: HOLDING PBE 147 USE HAVING A PID NUMBER OF AG0767 AND A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK DESIGNATED BM 15-90-DA-25A TO SET A SITE TBM.

- SYMBOL LEGEND**
- = Backflow Preventor
  - = Cable Box
  - = Centerline
  - = Cleanout
  - = Decorative Light
  - = Drainage Manhole
  - = Fire Hydrant
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DESIGNED: SPC  
DRAWN: MKC  
CHECKED: SPC  
DATE: 03/20/25



**Gulf Coast Consulting, Inc.**  
Land Development Consulting  
ENGINEERING TRANSPORTATION PLANNING PERMITTING  
13825 ICOT BLVD., SUITE 605  
CLEARWATER, FLORIDA 33760  
Phone: (727) 524-1818 Fax: (727) 524-6090  
WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
101 150th AVENUE  
MADEIRA BEACH, FL 33708  
PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT  
PLANNED DEVELOPMENT PLAN**

| NO | DATE     | REVISIONS                           |
|----|----------|-------------------------------------|
| 6  | 03/13/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 5  | 01/16/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 4  | 12/04/25 | REVISED PER SITE PLAN MODIFICATIONS |
| 3  | 10/27/25 | REVISED PER SITE PLAN MODIFICATIONS |
| 2  | 10/20/25 | REVISED PER SITE PLAN MODIFICATIONS |
| 1  | 08/26/25 | REVISED PER SITE PLAN MODIFICATIONS |

SEAN P. CASHEN  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
LICENSE NO. 42909

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SEAN P. CASHEN, P.E. #42505  
NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER  
GULF COAST CONSULTING, INC.  
CERTIFICATE OF AUTHORIZATION NO. 9774

DATE: 03/20/25

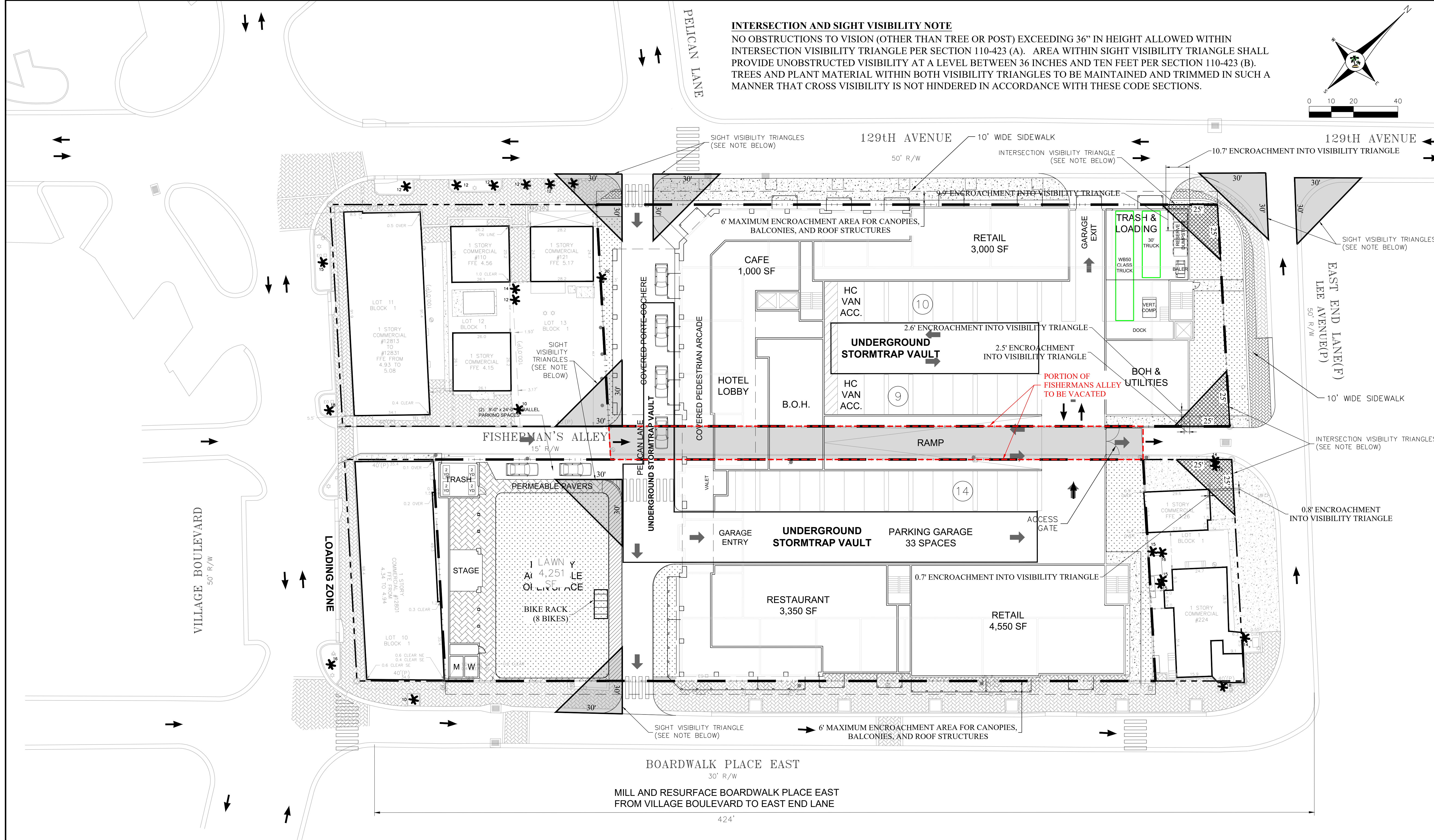
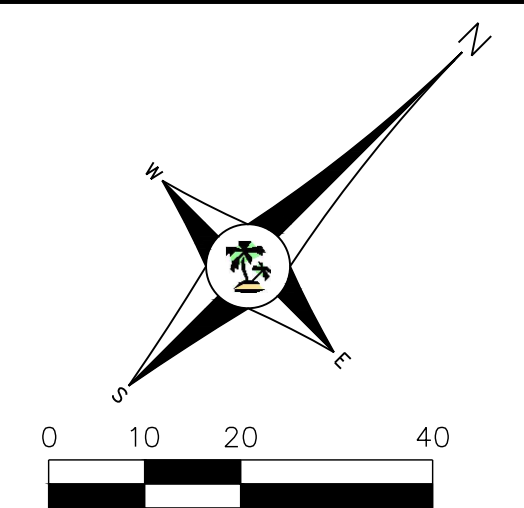
APP'D BY: [Signature]

25-003

**C3**

**INTERSECTION AND SIGHT VISIBILITY NOTE**

NO OBSTRUCTIONS TO VISION (OTHER THAN TREE OR POST) EXCEEDING 36" IN HEIGHT ALLOWED WITHIN INTERSECTION VISIBILITY TRIANGLE PER SECTION 110-423 (A). AREA WITHIN SIGHT VISIBILITY TRIANGLE SHALL PROVIDE UNOBSTRUCTED VISIBILITY AT A LEVEL BETWEEN 36 INCHES AND TEN FEET PER SECTION 110-423 (B). TREES AND PLANT MATERIAL WITHIN BOTH VISIBILITY TRIANGLES TO BE MAINTAINED AND TRIMMED IN SUCH A MANNER THAT CROSS VISIBILITY IS NOT HINDERED IN ACCORDANCE WITH THESE CODE SECTIONS.



DESIGNED: SPC  
 DRAWN: MKC  
 CHECKED: SPC  
 QC:

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 Land Development Consulting  
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PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
 101 150th AVENUE  
 MADEIRA BEACH, FL 33708  
 PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 MOBILITY ACCESS PLAN

| NO | DATE     | REVISIONS                           |
|----|----------|-------------------------------------|
| 4  | 03/13/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 3  | 01/16/26 | REVISED PER CITY COMMENTS           |
| 2  | 12/04/25 | REVISED PER CITY COMMENTS           |
| 1  | 10/20/25 | ADDED SHEET                         |

SEAN P. CASHEN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 42505

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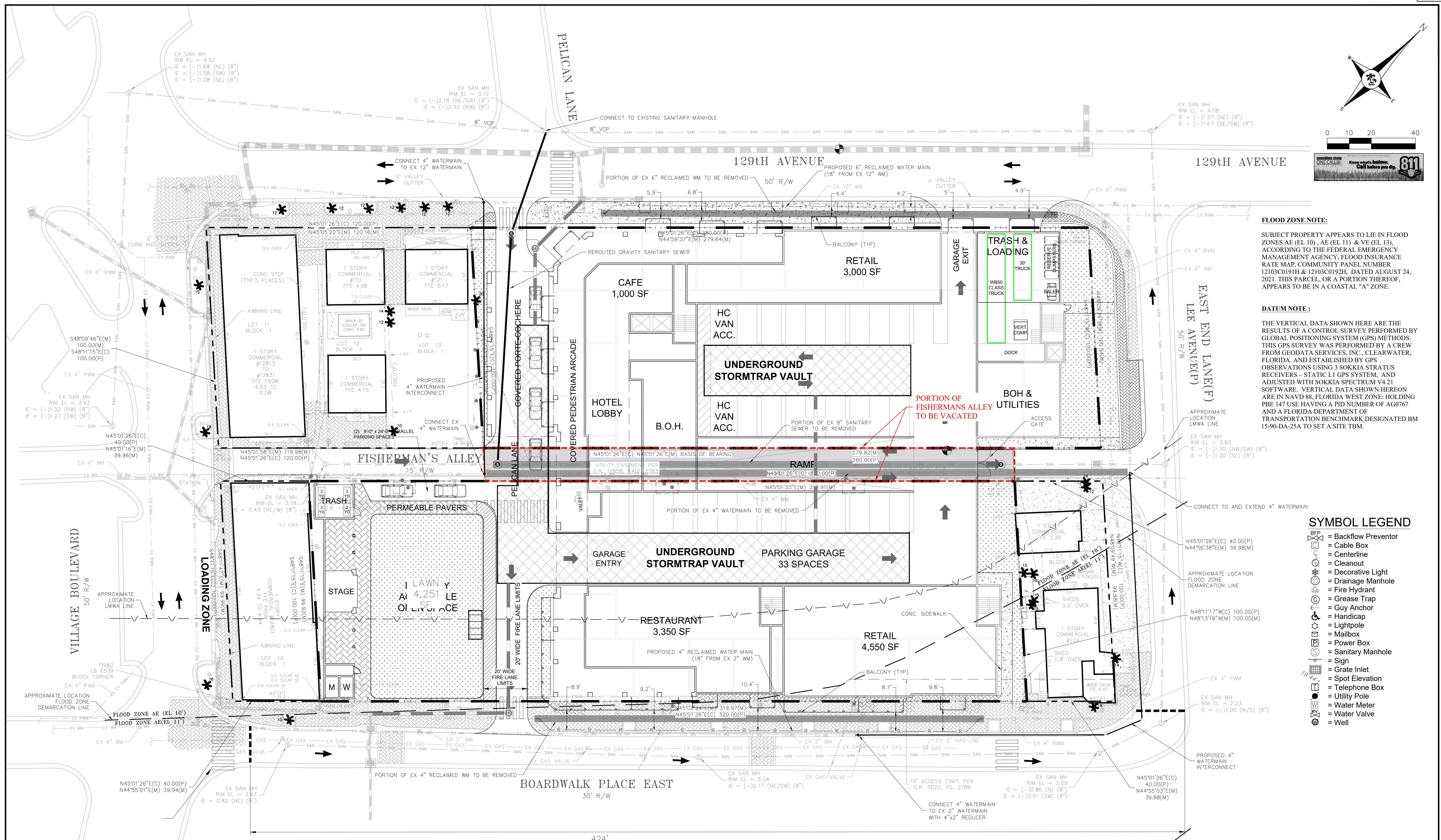
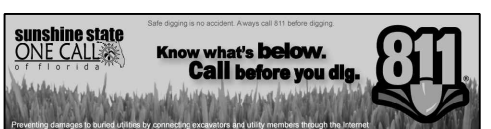
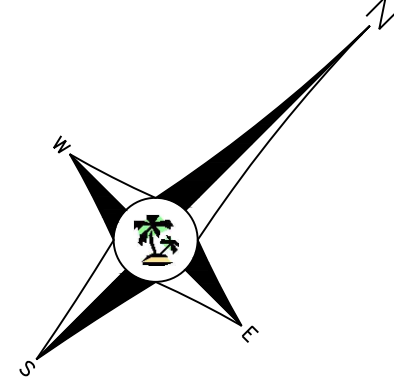
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APP'D BY: \_\_\_\_\_

DATE: 03/20/25

25-003

**C4**



**FLOOD ZONE NOTE:**  
 SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONES AE (EL 10), AE (EL 11) & VE (EL 13), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12103C0191H & 12103C0192H, DATED AUGUST 24, 2021. THIS PARCEL, OR A PORTION THEREOF, APPEARS TO BE IN A COASTAL "A" ZONE.

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DESIGNED: SPC  
 DRAWN: MKC  
 CHECKED: SPC  
 QC:



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 CLEARWATER, FLORIDA 33760  
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PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
 101 150th AVENUE  
 MADEIRA BEACH, FL 33708  
 PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 UTILITY PLAN

| NO | DATE     | REVISIONS                           |
|----|----------|-------------------------------------|
| 1  | 03/13/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 2  | 01/16/26 | ADDED SHEET                         |

SEAN P. CASHEN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 42909

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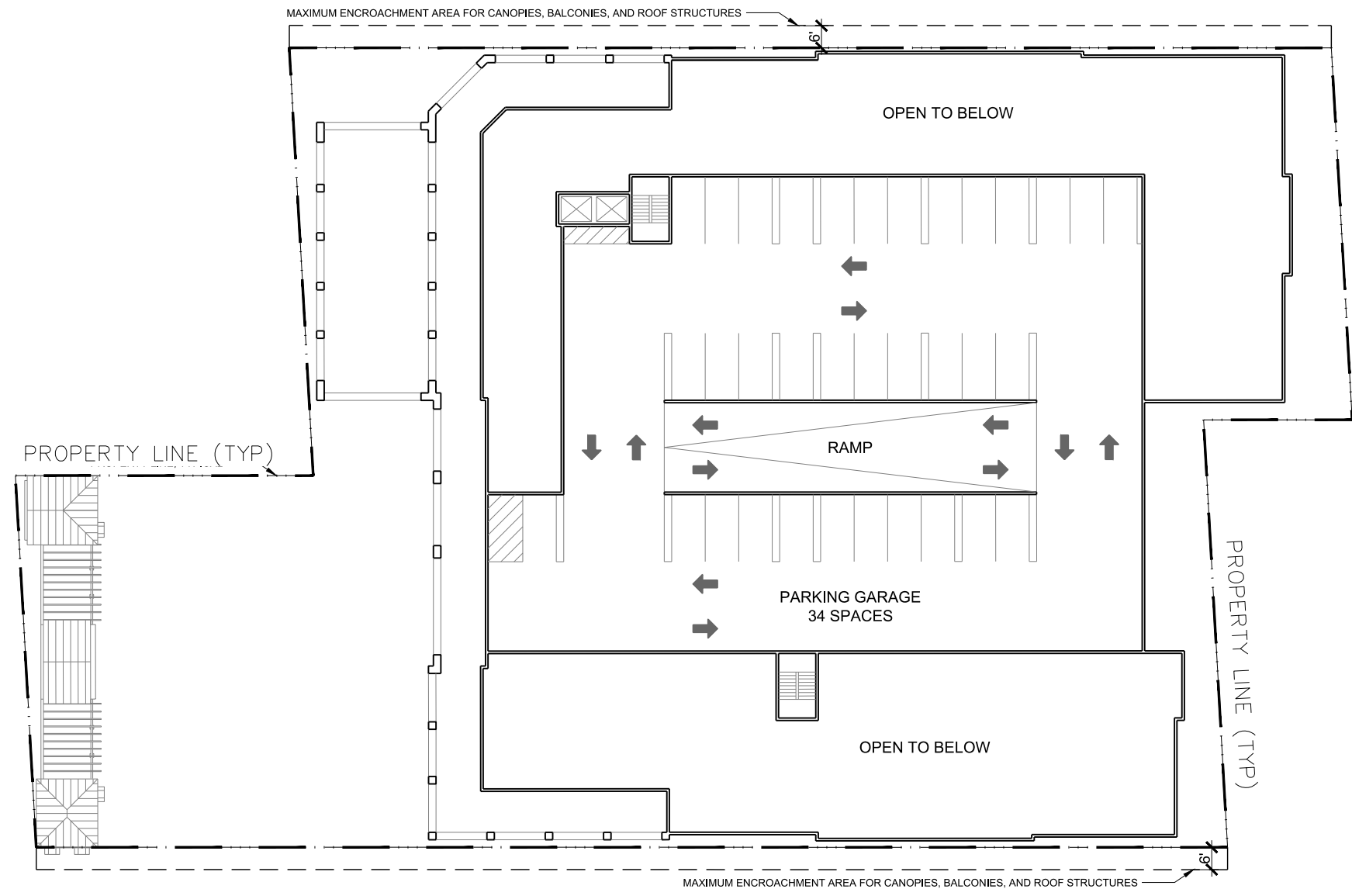
SEAN P. CASHEN, P.E. #42505  
 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER GULF COAST CONSULTING, INC. CERTIFICATE OF AUTHORIZATION NO. 9774

APP'D BY: [Signature]

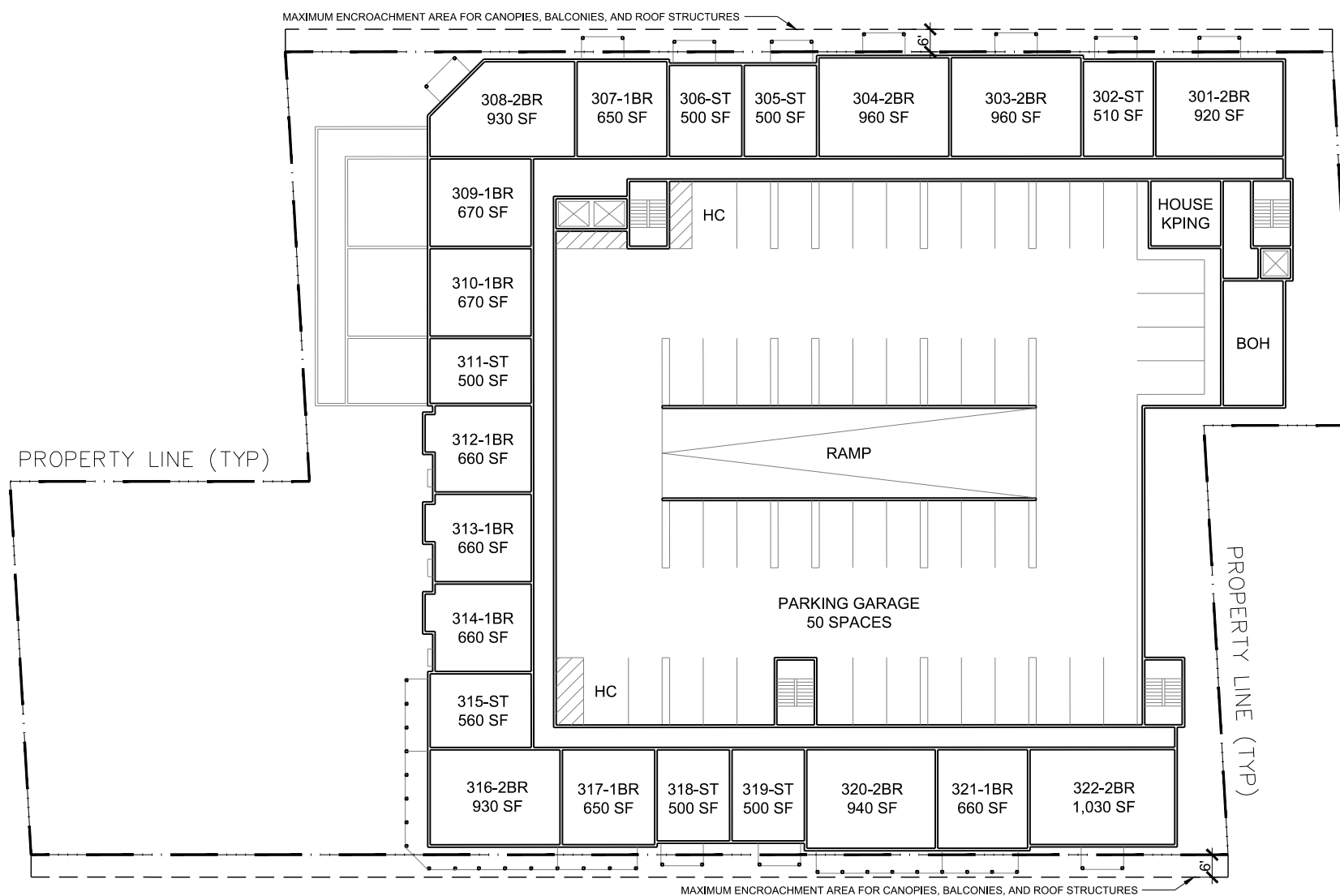
DATE: 03/20/25

25-003

**C5**



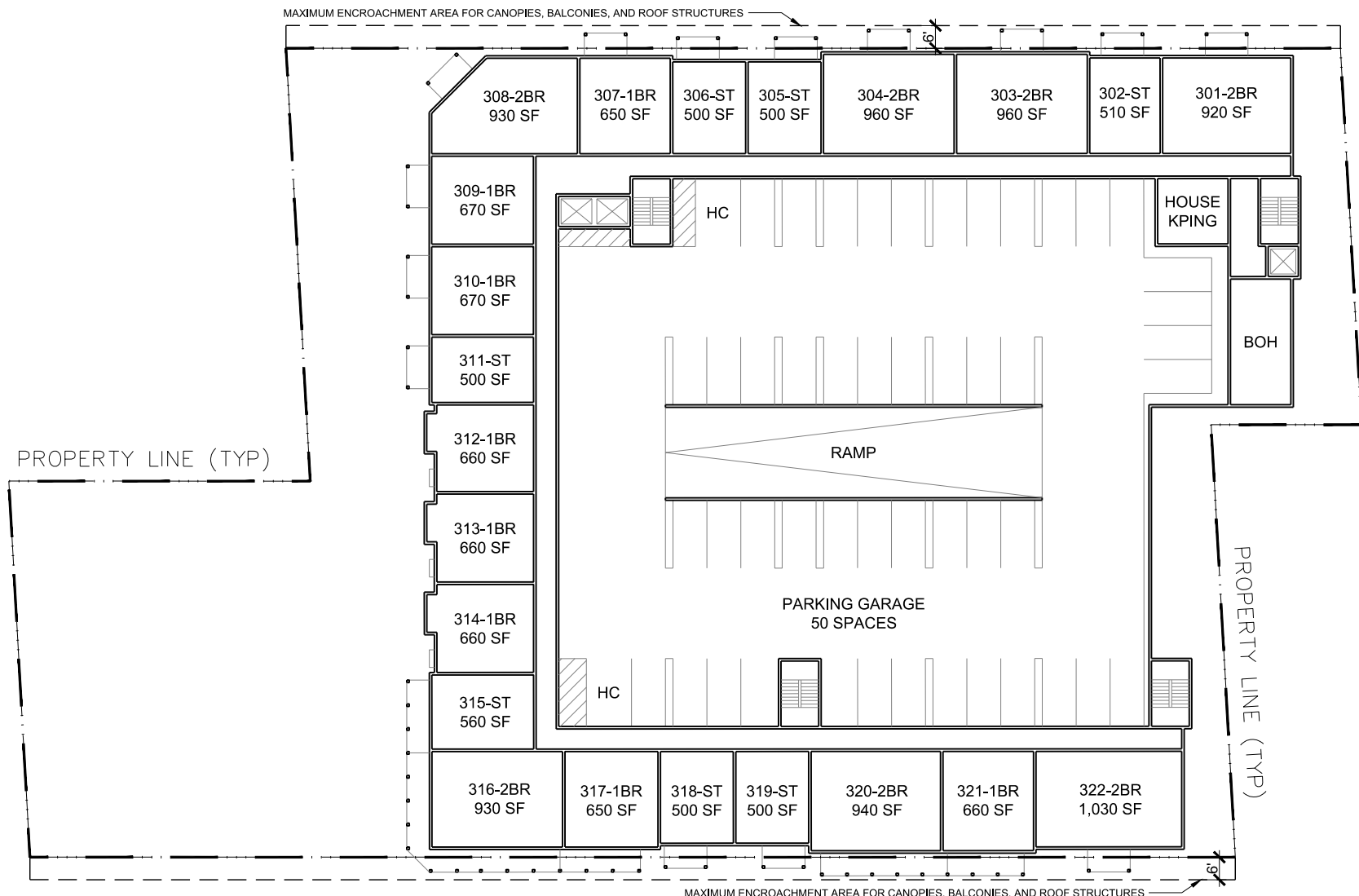
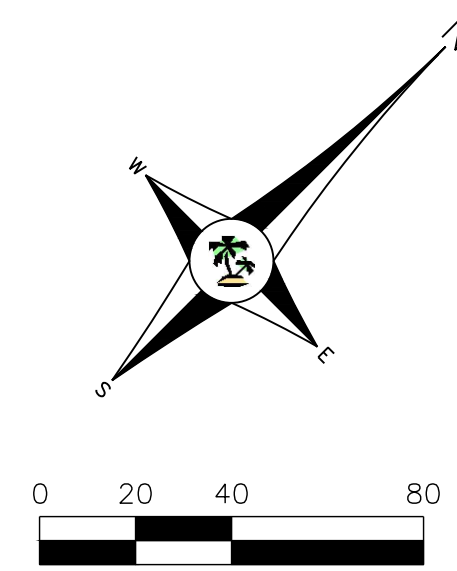
MEZZANINE PLAN



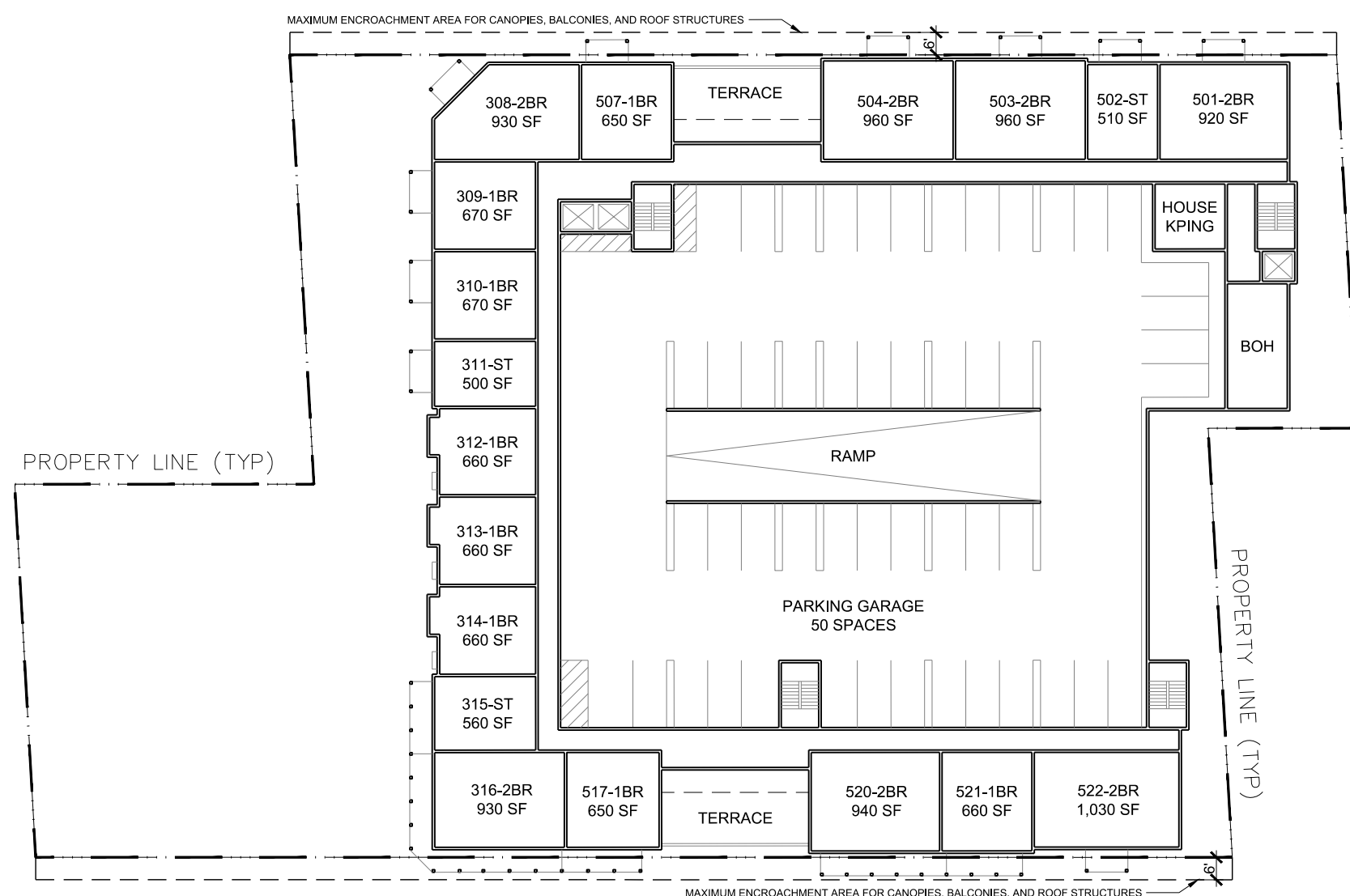
2nd FLOOR PLAN

**BUILDING AREA TABLE**

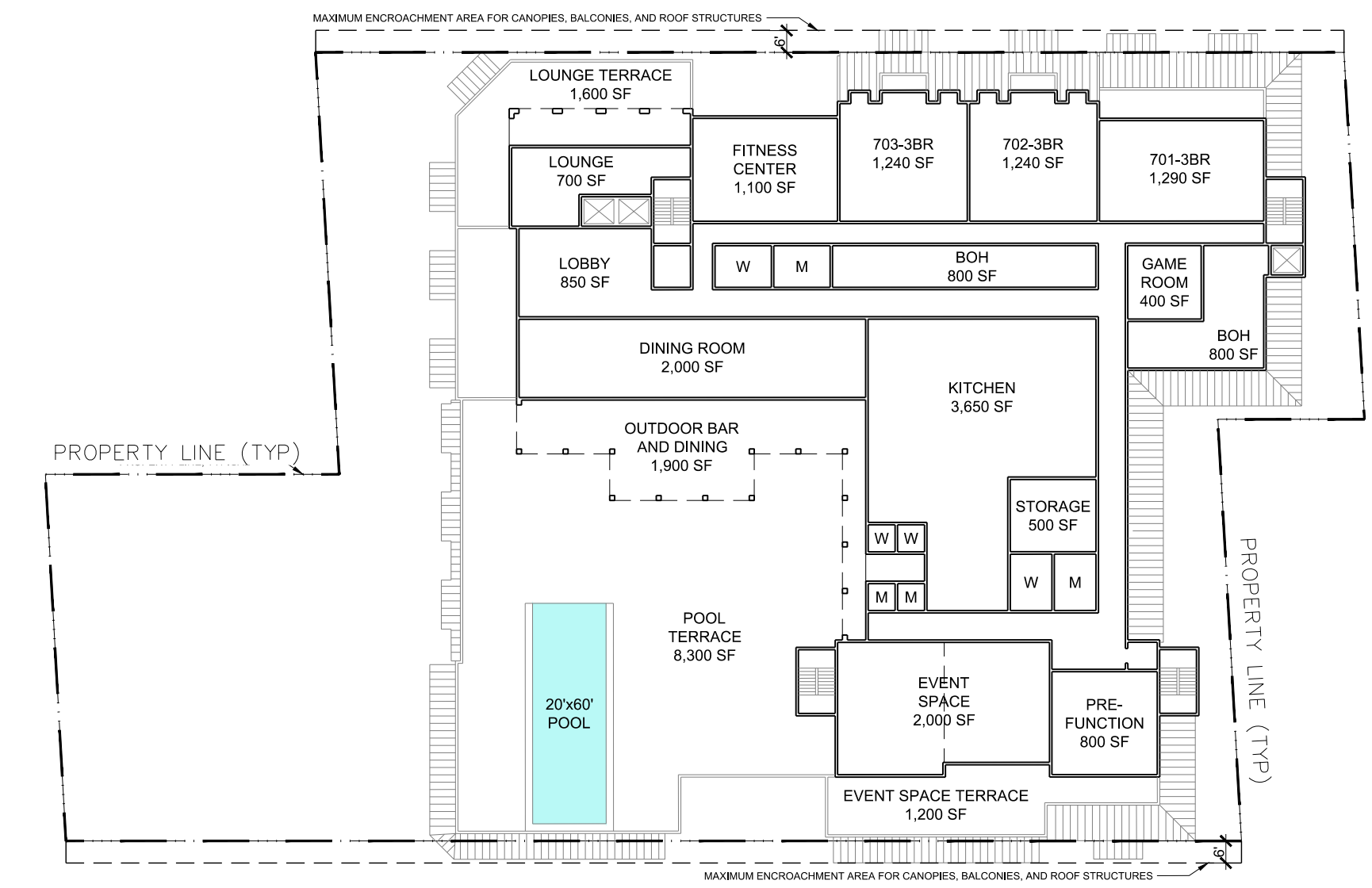
| Floor        | Gross Area        | Parking Garage    | Balcony/Terrace  |
|--------------|-------------------|-------------------|------------------|
| 1            | 19,058 sf         | 20,716 sf         | 0 sf             |
| Mezzanine    | 607 sf            | 20,563 sf         | 0 sf             |
| 2            | 21,228 sf         | 23,078 sf         | 3,155 sf         |
| 3            | 21,228 sf         | 23,078 sf         | 1,892 sf         |
| 4            | 21,228 sf         | 23,078 sf         | 1,892 sf         |
| 5            | 19,089 sf         | 20,678 sf         | 2,800 sf         |
| 6            | 24,530 sf         | 0 sf              | 15,711 sf        |
| <b>Total</b> | <b>126,968 sf</b> | <b>131,191 sf</b> | <b>25,450 sf</b> |



3rd & 4th FLOOR PLAN



5th FLOOR PLAN



6th FLOOR PLAN

|   |   |  |  |  |   |  |  |                                    |
|---|---|--|--|--|---|--|--|------------------------------------|
| DESIGNED: SPC<br>DRAWN: MKC<br>CHECKED: SPC<br>P.C. | Gulf Coast Consulting, Inc.<br>Land Development Consulting<br>ENGINEERING, TRANSPORTATION PLANNING, PERMITTING<br>13825 ICOT BLVD., SUITE 605<br>Clearwater, Florida 33760<br>Phone: (727) 524-1818 Fax: (727) 524-6090<br>WWW.GULFCOASTCONSULTINGINC.COM | PREPARED FOR:<br><b>WILLIAM KARNS ENTERPRISES, INC</b><br>101 150th AVENUE<br>MADEIRA BEACH, FL 33708<br>PHONE: 727-367-3000 | SHEET DESCRIPTION:<br><b>JOHNS PASS VILLAGE RESORT</b><br>PLANNED DEVELOPMENT PLAN | 4 03/13/26 REVISED PER SITE PLAN MODIFICATIONS | SEAN P. CASHEN<br>STATE OF FLORIDA<br>PROFESSIONAL ENGINEER<br>LICENSE NO. 42505<br>THIS ITEM HAS BEEN DIGITALLY<br>SIGNED AND SEALED BY<br>SEAN P. CASHEN<br>ON THE DATE INDICATED HERE.<br>PRINTED COPIES OF THIS DOCUMENT<br>ARE NOT CONSIDERED SIGNED AND<br>SEALED AND THE SIGNATURE MUST BE<br>VERIFIED ON ANY ELECTRONIC COPIES. | THESE PLANS MAY NOT BE COPIED OR<br>MODIFIED WITHOUT WRITTEN PERMISSION<br>FROM GULF COAST CONSULTING, INC.<br>SEAN P. CASHEN, P.E. #42505<br>NOT VALID UNLESS SIGNED & EMBOSSED<br>BY A REGISTERED ENGINEER<br>GULF COAST CONSULTING, INC.<br>CERTIFICATE OF AUTHORIZATION No. 9774 | AIB NO. 25-003   | SHEET: <b>C6</b><br>DATE: 03/20/25 |
|   |   |  |  | 3 01/16/26 REVISED PER SITE PLAN MODIFICATIONS |   |  | 2 12/04/25 ADDED PROPERTY LINE / REVISED BUILDING AREA TABLE |                                    |
|   |   |  |  | NO   | DATE  | REVISIONS  | APP'D BY   |                                    |

# **APPENDIX**

## TRIP GENERATION











|              |           |        |        |        |           |
|--------------|-----------|--------|--------|--------|-----------|
| <b>Exit</b>  | 25 (100%) | 0 (0%) | 0 (0%) | 0 (0%) | 25 (100%) |
| <b>Total</b> | 51 (100%) | 0 (0%) | 0 (0%) | 0 (0%) | 51 (100%) |

**822 - Strip Retail Plaza (&amp;amp;amp;lt;40k)**

|              | Total Trips | Internal Trips |  | Total  | External Trips |
|--------------|-------------|----------------|--|--------|----------------|
|              |             | 310 - Hotel    | 090 - Park-and-Ride Lot with Bus or Light Rail Service |        |                |
| <b>Entry</b> | 44 (100%)   | 0 (0%)         | 0 (0%)   | 0 (0%) | 44 (100%)      |
| <b>Exit</b>  | 44 (100%)   | 0 (0%)         | 0 (0%)   | 0 (0%) | 44 (100%)      |
| <b>Total</b> | 88 (100%)   | 0 (0%)         | 0 (0%)   | 0 (0%) | 88 (100%)      |

**090 - Park-and-Ride Lot with Bus or Light Rail Service**

|              | Total Trips | Internal Trips |  | Total  | External Trips |
|--------------|-------------|----------------|--|--------|----------------|
|              |             | 310 - Hotel    | 822 - Strip Retail Plaza (&amp;amp;amp;lt;40k) |        |                |
| <b>Entry</b> | 22 (100%)   | 0 (0%)         | 0 (0%)   | 0 (0%) | 22 (100%)      |
| <b>Exit</b>  | 62 (100%)   | 0 (0%)         | 0 (0%)   | 0 (0%) | 62 (100%)      |
| <b>Total</b> | 84 (100%)   | 0 (0%)         | 0 (0%)   | 0 (0%) | 84 (100%)      |

**EXTERNAL TRIPS**

| Land Use   | External Trips | Pass-by% | Pass-by Trips | Non-pass-by Trips |
|--|----------------|----------|---------------|-------------------|
| 310 - Hotel  | 51             | 0        | 0             | 51                |
| 822 - Strip Retail Plaza (&amp;amp;amp;lt;40k)         | 88             | 0        | 0             | 88                |
| 090 - Park-and-Ride Lot with Bus or Light Rail Service | 84             | 0        | 0             | 84                |

**ITE DEVIATION DETAILS**

**Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.**

Landuse No deviations from ITE.

Methods 310 - Hotel (General Urban/Suburban)  
The chosen method (Average) is not recommended by ITE. ITE recommends LIN based on the criterion.

External Trips 310 - Hotel (General Urban/Suburban)  
ITE does not recommend a particular pass-by% for this case.

822 - Strip Retail Plaza (&amp;amp;amp;lt;40k) (General Urban/Suburban)  
ITE does not recommend a particular pass-by% for this case.

090 - Park-and-Ride Lot with Bus or Light Rail Service (General Urban/Suburban)  
ITE does not recommend a particular pass-by% for this case.

**SUMMARY**

|  |     |
|--|-----|
| <b>Total Entering</b>                            | 92  |
| <b>Total Exiting</b>                             | 131 |
| <b>Total Entering Reduction</b>                  | 0   |
| <b>Total Exiting Reduction</b>                   | 0   |
| <b>Total Entering Internal Capture Reduction</b> | 0   |
| <b>Total Exiting Internal Capture Reduction</b>  | 0   |
| <b>Total Entering Pass-by Reduction</b>          | 0   |
| <b>Total Exiting Pass-by Reduction</b>           | 0   |
| <b>Total Entering Non-Pass-by Trips</b>          | 92  |
| <b>Total Exiting Non-Pass-by Trips</b>           | 131 |

**APPENDIX**  
TURNING MOVEMENT COUNTS

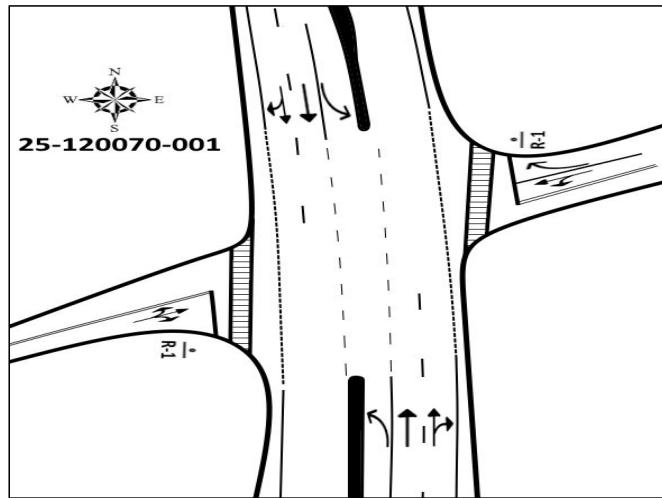
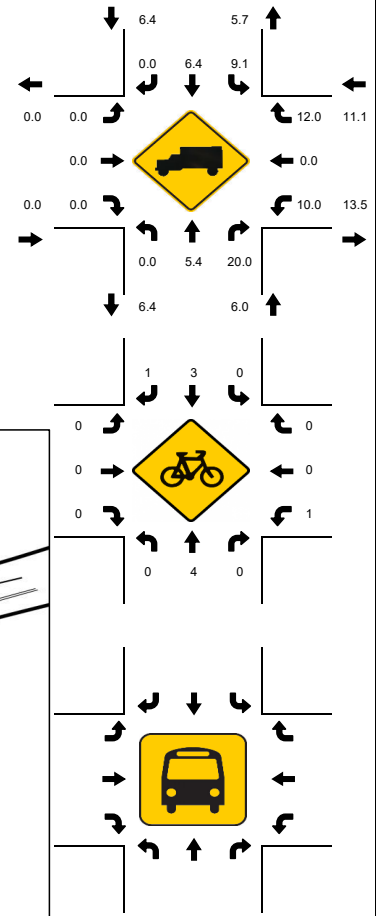
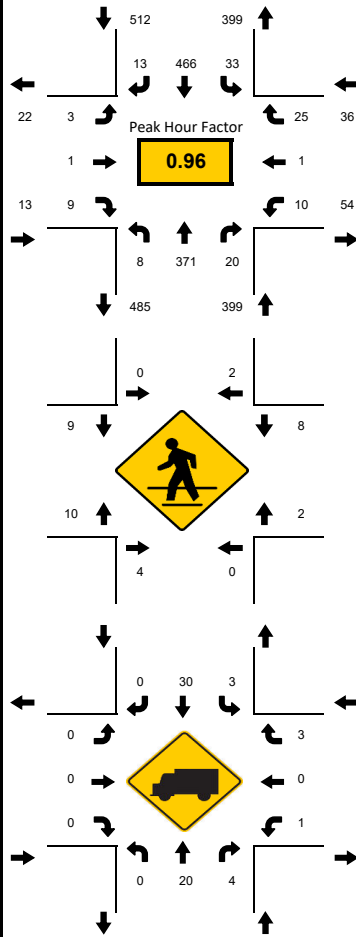
LOCATION: Gulf Blvd/SR 699 & 129th Ave W/Beach Place Condominiums Dwy  
 CITY/STATE: Madeira Beach, FL

PROJECT ID: 25-120070-001  
 DATE: Thu, Feb 13, 2025

Peak-Hour: 08:00 AM - 09:00 AM  
 Peak 15-Minute: 08:45 AM - 09:00 AM



National Data & Surveying Services



| 15-Min Count Period Beginning At | Gulf Blvd/SR 699 Northbound |      |     |   | Gulf Blvd/SR 699 Southbound |      |      |     | Ave W/Beach Place Condominium Eastbound |    |      |      | Ave W/Beach Place Condominium Westbound |   |    |      | Total | Hourly Total |      |     |      |     |
|----------------------------------|-----------------------------|------|-----|---|-----------------------------|------|------|-----|---|----|------|------|---|---|----|------|-------|--------------|------|-----|------|-----|
|                                  | Left                        | Thru | Rgt | U | R*                          | Left | Thru | Rgt | U                                       | R* | Left | Thru | Rgt                                     | U | R* | Left |       |              | Thru | Rgt | U    | R*  |
| 7:00 AM                          | 0                           | 57   | 2   | 0 | 0                           | 11   | 56   | 4   | 0                                       | 0  | 3    | 1    | 2                                       | 0 | 0  | 1    | 0     | 6            | 0    | 0   | 143  | 772 |
| 7:15 AM                          | 1                           | 57   | 0   | 0 | 0                           | 5    | 82   | 2   | 0                                       | 0  | 1    | 1    | 0                                       | 0 | 0  | 2    | 0     | 4            | 0    | 0   | 155  | 858 |
| 7:30 AM                          | 3                           | 105  | 4   | 1 | 1                           | 8    | 113  | 3   | 0                                       | 0  | 2    | 2    | 2                                       | 0 | 0  | 3    | 0     | 5            | 0    | 0   | 251  | 936 |
| 7:45 AM                          | 3                           | 93   | 2   | 0 | 0                           | 11   | 105  | 3   | 0                                       | 0  | 2    | 0    | 1                                       | 0 | 0  | 1    | 0     | 2            | 0    | 0   | 223  | 932 |
| 8:00 AM                          | 0                           | 84   | 5   | 0 | 0                           | 10   | 111  | 6   | 0                                       | 0  | 1    | 1    | 3                                       | 0 | 0  | 1    | 0     | 7            | 0    | 0   | 229  | 960 |
| 8:15 AM                          | 1                           | 94   | 7   | 0 | 0                           | 9    | 110  | 1   | 1                                       | 1  | 0    | 0    | 2                                       | 0 | 0  | 1    | 1     | 6            | 0    | 0   | 233  | 731 |
| 8:30 AM                          | 1                           | 100  | 5   | 0 | 0                           | 5    | 122  | 5   | 0                                       | 0  | 0    | 0    | 0                                       | 0 | 0  | 4    | 0     | 5            | 0    | 0   | 247  | 498 |
| 8:45 AM                          | 6                           | 93   | 3   | 0 | 0                           | 7    | 123  | 1   | 1                                       | 1  | 2    | 0    | 4                                       | 0 | 0  | 4    | 0     | 7            | 0    | 0   | 251  | 251 |
| Peak 15-Min Flowrates            | Northbound                  |      |     |   | Southbound                  |      |      |     | Eastbound                               |    |      |      | Westbound                               |   |    |      | Total |              |      |     |      |     |
| All Vehicles                     | 24                          | 400  | 28  | 0 | 0                           | 40   | 492  | 24  | 4                                       | 4  | 8    | 4    | 16                                      | 0 | 0  | 16   | 4     | 28           | 0    | 0   | 1088 |     |
| Heavy Trucks                     | 0                           | 40   | 8   | 0 | 0                           | 12   | 48   | 0   | 0                                       | 0  | 0    | 0    | 0                                       | 0 | 0  | 4    | 0     | 4            | 0    | 0   | 116  |     |
| Pedestrians                      | 16                          |      |     |   |                             | 8    |      |     |   |    | 28   |      |   |   |    | 32   |       |              |      |     | 84   |     |
| Bicycles                         | 0                           | 12   | 0   | 0 | 0                           | 0    | 8    | 4   | 0                                       | 0  | 0    | 0    | 0                                       | 0 | 0  | 4    | 0     | 0            | 0    | 0   | 28   |     |
| Buses                            |                             |      |     |   |                             |      |      |     |   |    |      |      |   |   |    |      |       |              |      |     |      |     |
| Stopped Buses                    |                             |      |     |   |                             |      |      |     |   |    |      |      |   |   |    |      |       |              |      |     |      |     |

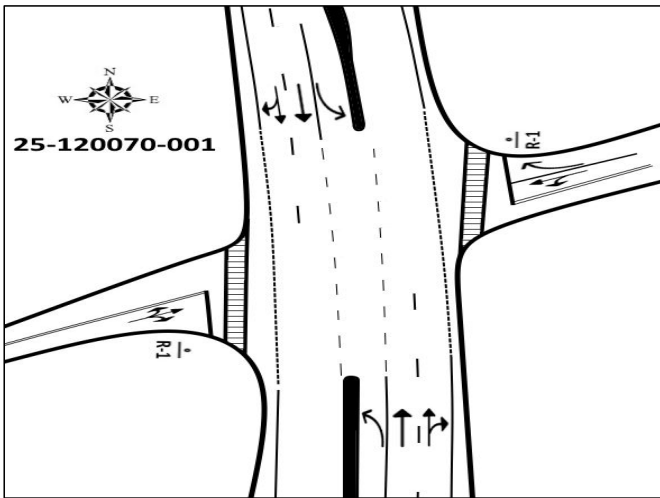
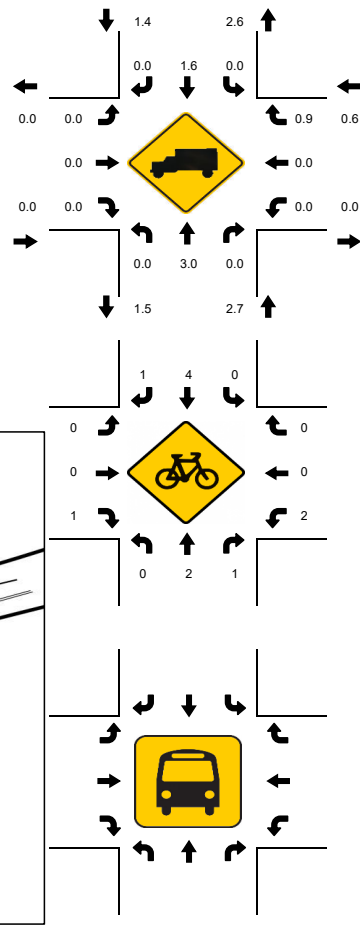
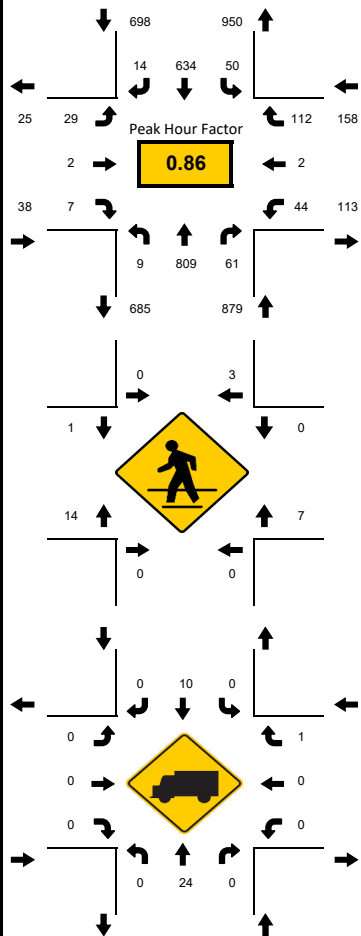
LOCATION: Gulf Blvd/SR 699 & 129th Ave W/Beach Place Condominiums Dwy  
 CITY/STATE: Madeira Beach, FL

PROJECT ID: 25-120070-001  
 DATE: Thu, Feb 13, 2025

Peak-Hour: 04:15 PM - 05:15 PM  
 Peak 15-Minute: 04:15 PM - 04:30 PM



National Data & Surveying Services

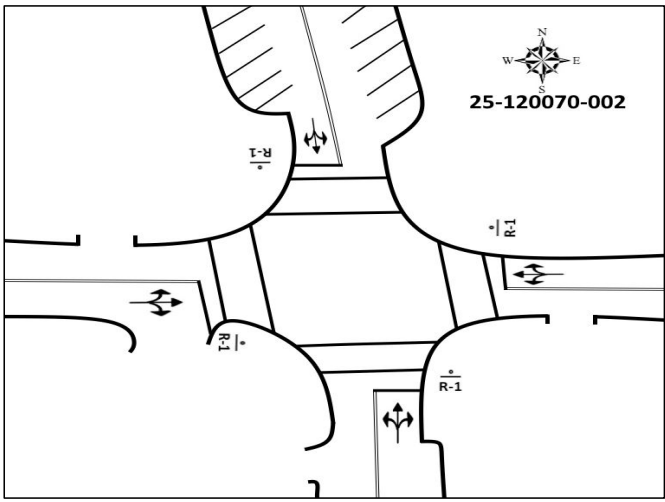
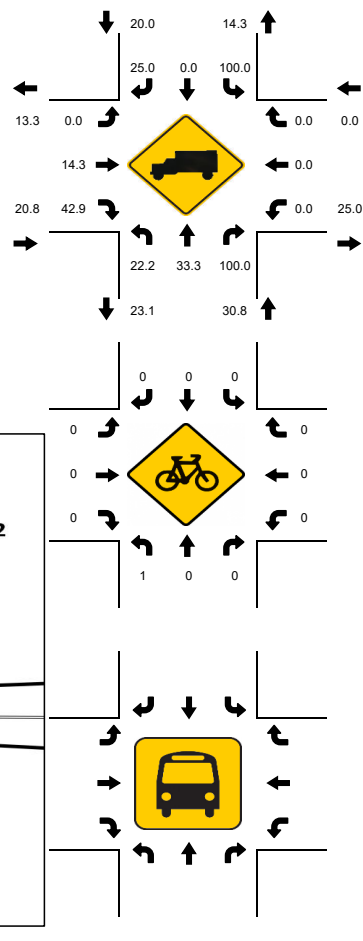
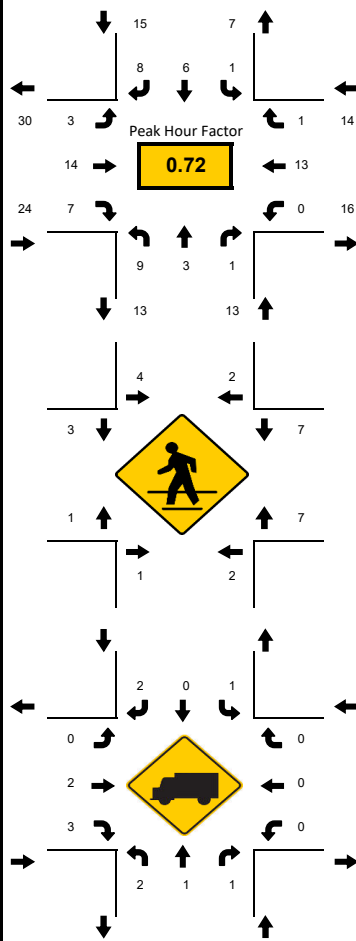


| 15-Min Count Period Beginning At | Gulf Blvd/SR 699 Northbound |      |     |   | Gulf Blvd/SR 699 Southbound |      |      |     | Ave W/Beach Place Condominiums Eastbound |    |      |      | Ave W/Beach Place Condominiums Westbound |   |     |      | Total | Hourly Total |      |
|----------------------------------|-----------------------------|------|-----|---|-----------------------------|------|------|-----|--|----|------|------|--|---|-----|------|-------|--------------|------|
|                                  | Left                        | Thru | Rgt | U | R*                          | Left | Thru | Rgt | U  | R* | Left | Thru | Rgt                                      | U | R*  | Left |       |              | Thru |
| 4:00 PM                          | 0                           | 103  | 10  | 0 | 10                          | 114  | 6    | 2   | 1  | 0  | 2    | 0    | 8  | 1 | 25  | 0    | 282   | 1641         |      |
| 4:15 PM                          | 2                           | 234  | 24  | 0 | 14                          | 172  | 3    | 1   | 12                                       | 0  | 2    | 0    | 11                                       | 1 | 39  | 0    | 515   | 1773         |      |
| 4:30 PM                          | 2                           | 190  | 16  | 0 | 12                          | 153  | 5    | 0   | 6  | 0  | 0    | 0    | 11                                       | 1 | 32  | 0    | 428   | 1647         |      |
| 4:45 PM                          | 2                           | 192  | 11  | 0 | 10                          | 151  | 5    | 1   | 9  | 1  | 1    | 0    | 11                                       | 0 | 22  | 0    | 416   | 1604         |      |
| 5:00 PM                          | 3                           | 193  | 10  | 0 | 10                          | 158  | 1    | 2   | 2  | 1  | 4    | 0    | 11                                       | 0 | 19  | 0    | 414   | 1526         |      |
| 5:15 PM                          | 3                           | 156  | 9   | 0 | 11                          | 164  | 2    | 1   | 6  | 0  | 2    | 0    | 14                                       | 0 | 21  | 0    | 389   | 1112         |      |
| 5:30 PM                          | 1                           | 158  | 17  | 0 | 11                          | 153  | 7    | 0   | 4  | 2  | 2    | 0    | 12                                       | 0 | 18  | 0    | 385   | 723          |      |
| 5:45 PM                          | 2                           | 158  | 14  | 2 | 14                          | 102  | 6    | 1   | 0  | 0  | 4    | 0    | 18                                       | 0 | 17  | 0    | 338   | 338          |      |
| Peak 15-Min Flowrates            | Northbound                  |      |     |   | Southbound                  |      |      |     | Eastbound                                |    |      |      | Westbound                                |   |     |      | Total |              |      |
| All Vehicles                     | 12                          | 936  | 96  | 0 | 56                          | 688  | 20   | 8   | 48                                       | 4  | 16   | 0    | 44                                       | 4 | 156 | 0    | 2088  |              |      |
| Heavy Trucks                     | 0                           | 32   | 0   | 0 | 0                           | 20   | 0    | 0   | 0  | 0  | 0    | 0    | 0  | 0 | 4   | 0    | 56    |              |      |
| Pedestrians                      | 0                           | 0    | 0   | 0 | 12                          | 0    | 0    | 0   | 32                                       | 0  | 0    | 0    | 24                                       | 0 | 0   | 0    | 68    |              |      |
| Bicycles                         | 0                           | 8    | 4   | 0 | 0                           | 12   | 4    | 0   | 0  | 0  | 4    | 0    | 8  | 0 | 0   | 0    | 40    |              |      |
| Buses                            |                             |      |     |   |                             |      |      |     |  |    |      |      |  |   |     |      |       |              |      |
| Stopped Buses                    |                             |      |     |   |                             |      |      |     |  |    |      |      |  |   |     |      |       |              |      |

LOCATION: Village Blvd & 129th Ave W/E  
 CITY/STATE: Madeira Beach, FL

PROJECT ID: 25-120070-002  
 DATE: Thu, Feb 13, 2025

Peak-Hour: 08:00 AM - 09:00 AM  
 Peak 15-Minute: 08:00 AM - 08:15 AM

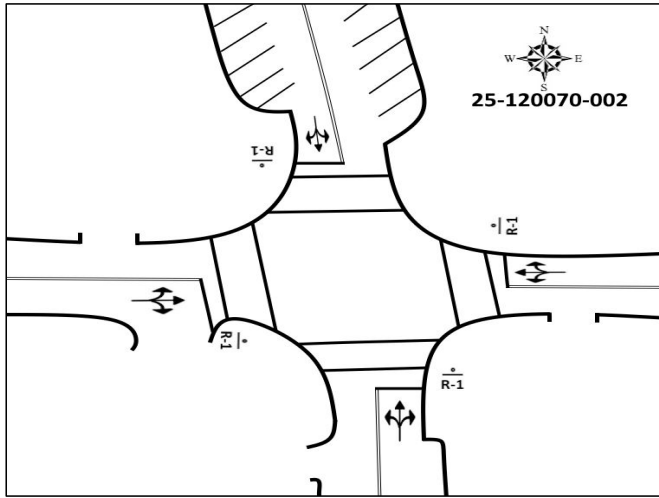
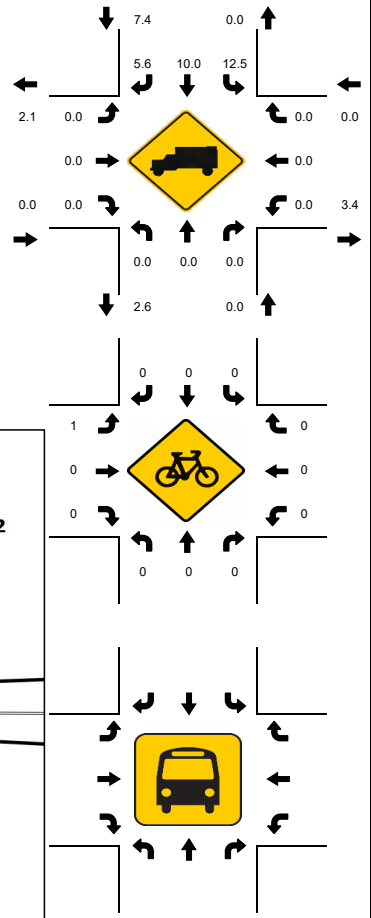
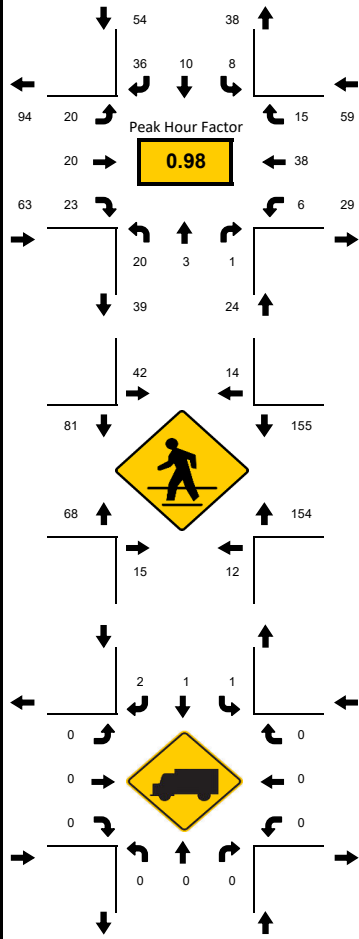
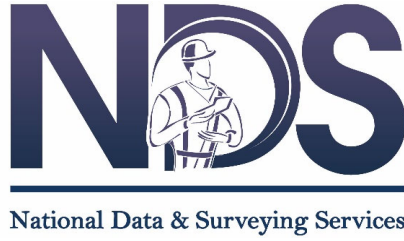


| 15-Min Count Period Beginning At | Village Blvd Northbound |      |     |   |    | Village Blvd Southbound |      |     |   |    | 129th Ave W/E Eastbound |      |     |   |    | 129th Ave W/E Westbound |      |     |   |    | Total | Hourly Total |
|----------------------------------|-------------------------|------|-----|---|----|-------------------------|------|-----|---|----|-------------------------|------|-----|---|----|-------------------------|------|-----|---|----|-------|--------------|
|                                  | Left                    | Thru | Rgt | U | R* | Left                    | Thru | Rgt | U | R* | Left                    | Thru | Rgt | U | R* | Left                    | Thru | Rgt | U | R* |       |              |
| 7:00 AM                          | 3                       | 1    | 0   | 0 | 0  | 0                       | 0    | 1   | 0 | 0  | 0                       | 3    | 2   | 0 | 0  | 0                       | 2    | 0   | 0 | 0  | 12    | 36           |
| 7:15 AM                          | 1                       | 2    | 0   | 0 | 0  | 0                       | 2    | 0   | 0 | 0  | 0                       | 1    | 0   | 0 | 0  | 0                       | 3    | 0   | 0 | 0  | 9     | 47           |
| 7:30 AM                          | 0                       | 0    | 0   | 0 | 0  | 1                       | 0    | 1   | 0 | 0  | 0                       | 2    | 2   | 0 | 0  | 0                       | 3    | 0   | 0 | 0  | 9     | 53           |
| 7:45 AM                          | 0                       | 0    | 0   | 0 | 0  | 0                       | 0    | 0   | 0 | 0  | 0                       | 3    | 2   | 0 | 0  | 0                       | 1    | 0   | 0 | 0  | 6     | 55           |
| 8:00 AM                          | 1                       | 1    | 0   | 0 | 0  | 0                       | 3    | 3   | 0 | 0  | 1                       | 7    | 2   | 0 | 0  | 0                       | 4    | 1   | 0 | 0  | 23    | 66           |
| 8:15 AM                          | 2                       | 0    | 1   | 0 | 0  | 0                       | 1    | 2   | 0 | 0  | 0                       | 4    | 2   | 0 | 0  | 0                       | 3    | 0   | 0 | 0  | 15    | 43           |
| 8:30 AM                          | 2                       | 0    | 0   | 0 | 0  | 0                       | 2    | 1   | 0 | 0  | 2                       | 1    | 2   | 0 | 0  | 0                       | 1    | 0   | 0 | 0  | 11    | 28           |
| 8:45 AM                          | 4                       | 2    | 0   | 0 | 0  | 1                       | 0    | 2   | 0 | 0  | 0                       | 2    | 1   | 0 | 0  | 0                       | 5    | 0   | 0 | 0  | 17    | 17           |
| Peak 15-Min Flowrates            | Northbound              |      |     |   |    | Southbound              |      |     |   |    | Eastbound               |      |     |   |    | Westbound               |      |     |   |    | Total |              |
| All Vehicles                     | 16                      | 8    | 4   | 0 | 0  | 4                       | 12   | 12  | 0 | 0  | 8                       | 28   | 8   | 0 | 0  | 0                       | 20   | 4   | 0 | 0  |       |              |
| Heavy Trucks                     | 4                       | 4    | 4   | 0 | 0  | 4                       | 0    | 8   | 0 | 0  | 0                       | 4    | 4   | 0 | 0  | 0                       | 0    | 0   | 0 | 0  | 32    |              |
| Pedestrians                      |                         | 12   |     |   |    |                         | 16   |     |   |    |                         | 8    |     |   |    |                         | 28   |     |   |    | 64    |              |
| Bicycles                         | 4                       | 0    | 0   | 0 | 0  | 0                       | 0    | 0   | 0 | 0  | 0                       | 0    | 0   | 0 | 0  | 0                       | 0    | 0   | 0 | 0  | 4     |              |
| Buses                            |                         |      |     |   |    |                         |      |     |   |    |                         |      |     |   |    |                         |      |     |   |    |       |              |
| Stopped Buses                    |                         |      |     |   |    |                         |      |     |   |    |                         |      |     |   |    |                         |      |     |   |    |       |              |

LOCATION: Village Blvd & 129th Ave W/E  
 CITY/STATE: Madeira Beach, FL

PROJECT ID: 25-120070-002  
 DATE: Thu, Feb 13, 2025

Peak-Hour: 04:00 PM - 05:00 PM  
 Peak 15-Minute: 04:00 PM - 04:15 PM

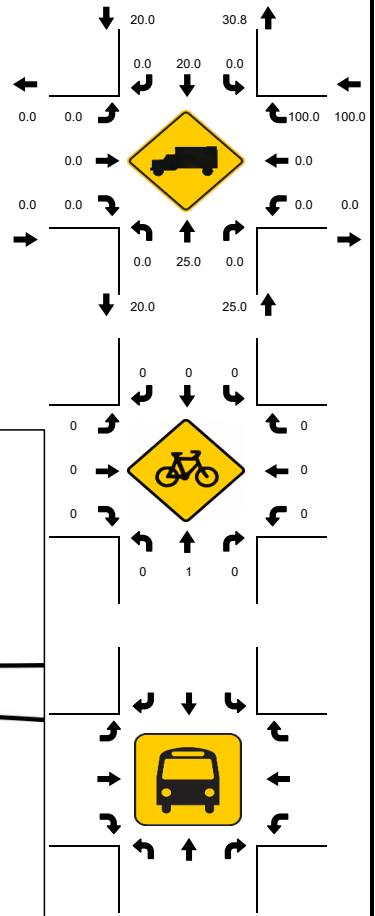
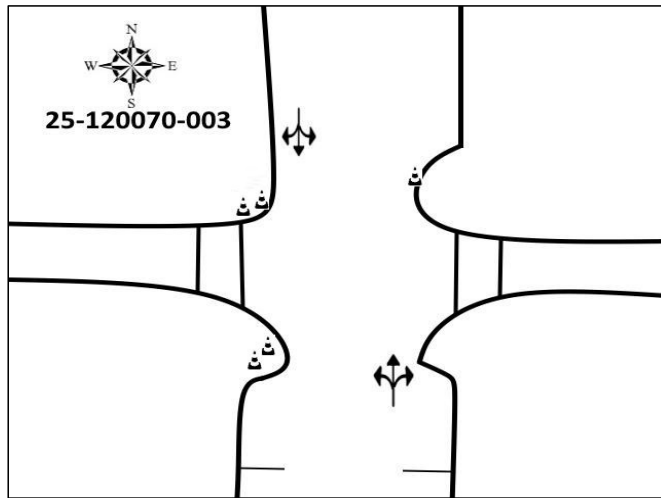
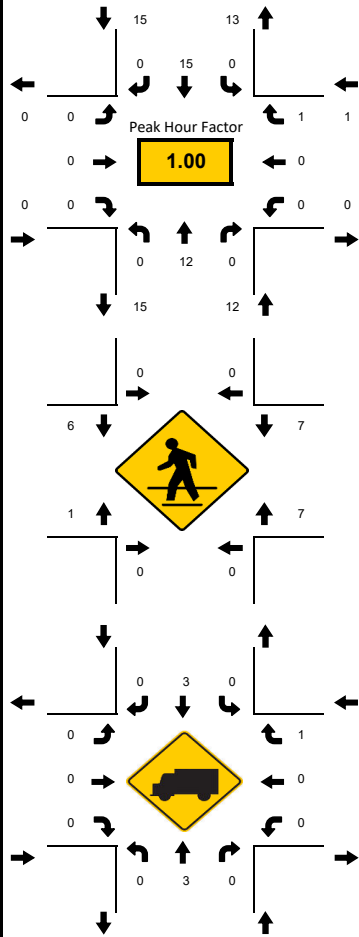


| 15-Min Count Period Beginning At | Village Blvd Northbound |      |     |   |    | Village Blvd Southbound |      |     |   |    | 129th Ave W/E Eastbound |      |     |   |    | 129th Ave W/E Westbound |      |     |   |    | Total        | Hourly Total |
|----------------------------------|-------------------------|------|-----|---|----|-------------------------|------|-----|---|----|-------------------------|------|-----|---|----|-------------------------|------|-----|---|----|--------------|--------------|
|                                  | Left                    | Thru | Rgt | U | R* | Left                    | Thru | Rgt | U | R* | Left                    | Thru | Rgt | U | R* | Left                    | Thru | Rgt | U | R* |              |              |
| 4:00 PM                          | 6                       | 2    | 0   | 0 |    | 4                       | 3    | 7   | 0 |    | 7                       | 2    | 3   | 0 |    | 1                       | 12   | 4   | 0 |    | 51           | 200          |
| 4:15 PM                          | 4                       | 1    | 0   | 0 |    | 1                       | 1    | 9   | 0 |    | 5                       | 8    | 9   | 0 |    | 3                       | 8    | 1   | 0 |    | 50           | 182          |
| 4:30 PM                          | 6                       | 0    | 1   | 0 |    | 2                       | 1    | 8   | 0 |    | 2                       | 8    | 8   | 0 |    | 0                       | 11   | 4   | 0 |    | 51           | 169          |
| 4:45 PM                          | 4                       | 0    | 0   | 0 |    | 1                       | 5    | 12  | 0 |    | 6                       | 2    | 3   | 0 |    | 2                       | 7    | 6   | 0 |    | 48           | 166          |
| 5:00 PM                          | 8                       | 2    | 0   | 0 |    | 0                       | 1    | 7   | 0 |    | 7                       | 3    | 2   | 0 |    | 0                       | 3    | 0   | 0 |    | 33           | 170          |
| 5:15 PM                          | 8                       | 3    | 0   | 0 |    | 0                       | 4    | 6   | 0 |    | 5                       | 0    | 2   | 0 |    | 1                       | 7    | 1   | 0 |    | 37           | 137          |
| 5:30 PM                          | 2                       | 4    | 1   | 0 |    | 0                       | 5    | 6   | 0 |    | 4                       | 5    | 9   | 0 |    | 3                       | 5    | 4   | 0 |    | 48           | 100          |
| 5:45 PM                          | 8                       | 2    | 0   | 0 |    | 2                       | 5    | 4   | 0 |    | 7                       | 5    | 8   | 0 |    | 2                       | 9    | 0   | 0 |    | 52           | 52           |
| <b>Peak 15-Min Flowrates</b>     | <b>Northbound</b>       |      |     |   |    | <b>Southbound</b>       |      |     |   |    | <b>Eastbound</b>        |      |     |   |    | <b>Westbound</b>        |      |     |   |    | <b>Total</b> |              |
| All Vehicles                     | 24                      | 8    | 4   | 0 |    | 16                      | 20   | 48  | 0 |    | 28                      | 32   | 36  | 0 |    | 12                      | 48   | 24  | 0 |    | 300          |              |
| Heavy Trucks                     | 0                       | 0    | 0   | 0 |    | 4                       | 4    | 4   | 0 |    | 0                       | 0    | 0   | 0 |    | 0                       | 0    | 0   | 0 |    | 12           |              |
| Pedestrians                      |                         | 40   |     |   |    |                         | 84   |     |   |    |                         | 176  |     |   |    |                         | 380  |     |   |    | 680          |              |
| Bicycles                         | 0                       | 0    | 0   | 0 |    | 0                       | 0    | 0   | 0 |    | 4                       | 0    | 0   | 0 |    | 0                       | 0    | 0   | 0 |    | 4            |              |
| Buses                            |                         |      |     |   |    |                         |      |     |   |    |                         |      |     |   |    |                         |      |     |   |    |              |              |
| Stopped Buses                    |                         |      |     |   |    |                         |      |     |   |    |                         |      |     |   |    |                         |      |     |   |    |              |              |

LOCATION: Village Blvd & Fishermans Alley  
 CITY/STATE: Madeira Beach, FL

PROJECT ID: 25-120070-003  
 DATE: Thu, Feb 13, 2025

Peak-Hour: 08:00 AM - 09:00 AM  
 Peak 15-Minute: 08:00 AM - 08:15 AM



| 15-Min Count Period Beginning At | Village Blvd Northbound |      |     |   | Village Blvd Southbound |      |      |     | Fishermans Alley Eastbound |    |      |      | Fishermans Alley Westbound |   |    |    | Total | Hourly Total |   |    |    |
|----------------------------------|-------------------------|------|-----|---|-------------------------|------|------|-----|----------------------------|----|------|------|----------------------------|---|----|----|-------|--------------|---|----|----|
|                                  | Left                    | Thru | Rgt | U | R*                      | Left | Thru | Rgt | U                          | R* | Left | Thru | Rgt                        | U | R* |    |       |              |   |    |    |
| 7:00 AM                          | 0                       | 4    | 0   | 0 | 0                       | 0    | 2    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 0            | 0 | 6  | 15 |
| 7:15 AM                          | 0                       | 3    | 0   | 0 | 0                       | 0    | 2    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 0            | 0 | 5  | 16 |
| 7:30 AM                          | 0                       | 0    | 0   | 0 | 0                       | 0    | 2    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 0            | 0 | 2  | 18 |
| 7:45 AM                          | 0                       | 0    | 0   | 0 | 0                       | 0    | 2    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 0            | 0 | 2  | 23 |
| 8:00 AM                          | 0                       | 2    | 0   | 0 | 0                       | 0    | 5    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 0            | 0 | 7  | 28 |
| 8:15 AM                          | 0                       | 2    | 0   | 0 | 0                       | 0    | 4    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 1            | 0 | 7  | 21 |
| 8:30 AM                          | 0                       | 2    | 0   | 0 | 0                       | 0    | 5    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 0            | 0 | 7  | 14 |
| 8:45 AM                          | 0                       | 6    | 0   | 0 | 0                       | 0    | 1    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 0            | 0 | 7  | 7  |
| Peak 15-Min Flowrates            | Northbound              |      |     |   | Southbound              |      |      |     | Eastbound                  |    |      |      | Westbound                  |   |    |    | Total |              |   |    |    |
| All Vehicles                     | 0                       | 24   | 0   | 0 | 0                       | 0    | 20   | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 4            | 0 | 48 |    |
| Heavy Trucks                     | 0                       | 8    | 0   | 0 | 0                       | 0    | 4    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 4            | 0 | 16 |    |
| Pedestrians                      | 0                       | 0    | 0   | 0 | 0                       | 0    | 0    | 0   | 0                          | 0  | 16   | 0    | 0                          | 0 | 0  | 20 | 0     | 0            | 0 | 36 |    |
| Bicycles                         | 0                       | 4    | 0   | 0 | 0                       | 0    | 0    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 0            | 0 | 4  |    |
| Buses                            | 0                       | 0    | 0   | 0 | 0                       | 0    | 0    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 0            | 0 | 0  |    |
| Stopped Buses                    | 0                       | 0    | 0   | 0 | 0                       | 0    | 0    | 0   | 0                          | 0  | 0    | 0    | 0                          | 0 | 0  | 0  | 0     | 0            | 0 | 0  |    |

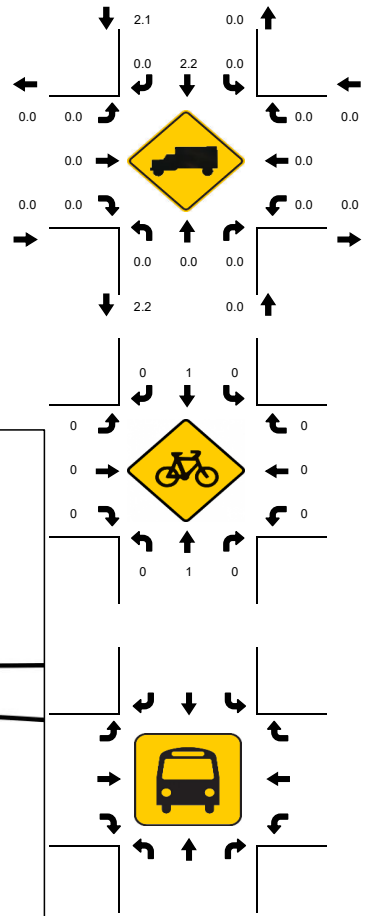
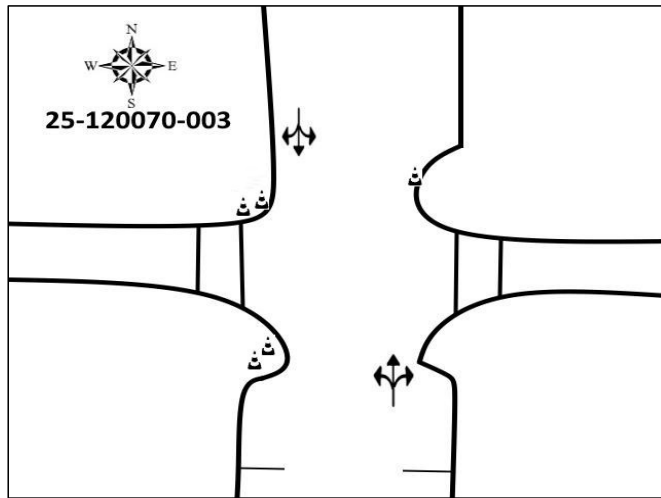
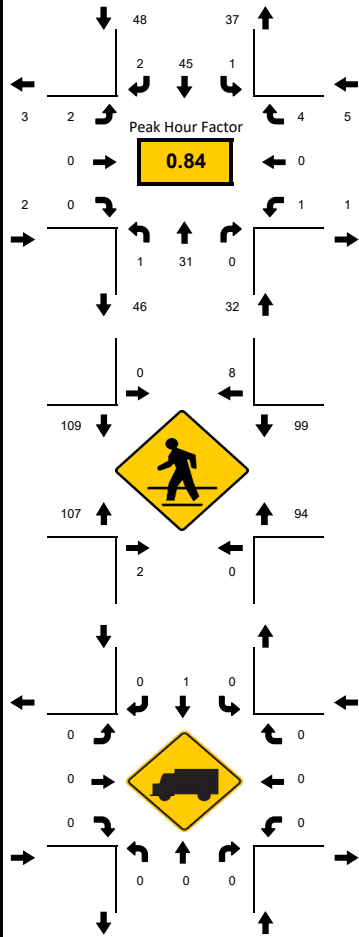
LOCATION: Village Blvd & Fishermans Alley  
 CITY/STATE: Madeira Beach, FL

PROJECT ID: 25-120070-003  
 DATE: Thu, Feb 13, 2025

Peak-Hour: 05:00 PM - 06:00 PM  
 Peak 15-Minute: 05:45 PM - 06:00 PM



National Data & Surveying Services



| 15-Min Count Period Beginning At | Village Blvd Northbound |      |     |   |    | Village Blvd Southbound |      |     |   |    | Fishermans Alley Eastbound |      |     |   |    | Fishermans Alley Westbound |      |     |   |    | Total | Hourly Total |
|----------------------------------|-------------------------|------|-----|---|----|-------------------------|------|-----|---|----|----------------------------|------|-----|---|----|----------------------------|------|-----|---|----|-------|--------------|
|                                  | Left                    | Thru | Rgt | U | R* | Left                    | Thru | Rgt | U | R* | Left                       | Thru | Rgt | U | R* | Left                       | Thru | Rgt | U | R* |       |              |
| 4:00 PM                          | 0                       | 5    | 0   | 0 | 0  | 0                       | 6    | 0   | 1 | 0  | 0                          | 0    | 0   | 0 | 0  | 0                          | 0    | 1   | 0 | 0  | 13    | 66           |
| 4:15 PM                          | 0                       | 5    | 0   | 0 | 0  | 0                       | 12   | 0   | 0 | 0  | 0                          | 0    | 0   | 0 | 0  | 0                          | 0    | 1   | 0 | 0  | 18    | 69           |
| 4:30 PM                          | 0                       | 5    | 0   | 0 | 0  | 0                       | 11   | 1   | 0 | 0  | 0                          | 0    | 0   | 0 | 0  | 0                          | 0    | 1   | 0 | 0  | 18    | 71           |
| 4:45 PM                          | 0                       | 3    | 0   | 0 | 0  | 0                       | 13   | 0   | 0 | 0  | 0                          | 0    | 0   | 0 | 0  | 0                          | 0    | 1   | 0 | 0  | 17    | 78           |
| 5:00 PM                          | 1                       | 9    | 0   | 0 | 0  | 0                       | 5    | 0   | 0 | 0  | 0                          | 0    | 0   | 0 | 0  | 0                          | 0    | 1   | 0 | 0  | 16    | 87           |
| 5:15 PM                          | 0                       | 8    | 0   | 0 | 0  | 0                       | 8    | 0   | 0 | 0  | 1                          | 0    | 0   | 0 | 0  | 1                          | 0    | 2   | 0 | 0  | 20    | 71           |
| 5:30 PM                          | 0                       | 6    | 0   | 0 | 0  | 0                       | 18   | 1   | 0 | 0  | 0                          | 0    | 0   | 0 | 0  | 0                          | 0    | 0   | 0 | 0  | 25    | 51           |
| 5:45 PM                          | 0                       | 8    | 0   | 0 | 0  | 1                       | 14   | 1   | 0 | 0  | 1                          | 0    | 0   | 0 | 0  | 0                          | 0    | 1   | 0 | 0  | 26    | 26           |
| Peak 15-Min Flowrates            | Northbound              |      |     |   |    | Southbound              |      |     |   |    | Eastbound                  |      |     |   |    | Westbound                  |      |     |   |    | Total |              |
|                                  | Left                    | Thru | Rgt | U | R* | Left                    | Thru | Rgt | U | R* | Left                       | Thru | Rgt | U | R* | Left                       | Thru | Rgt | U | R* |       |              |
| All Vehicles                     | 4                       | 36   | 0   | 0 | 0  | 4                       | 72   | 4   | 0 | 0  | 4                          | 0    | 0   | 0 | 0  | 4                          | 0    | 8   | 0 | 0  | 136   |              |
| Heavy Trucks                     | 0                       | 0    | 0   | 0 | 0  | 0                       | 4    | 0   | 0 | 0  | 0                          | 0    | 0   | 0 | 0  | 0                          | 0    | 0   | 0 | 0  | 4     |              |
| Pedestrians                      |                         | 8    |     |   |    |                         | 24   |     |   |    |                            | 284  |     |   |    |                            | 248  |     |   |    | 564   |              |
| Bicycles                         | 0                       | 4    | 0   | 0 | 0  | 0                       | 4    | 0   | 0 | 0  | 0                          | 0    | 0   | 0 | 0  | 0                          | 0    | 0   | 0 | 0  | 8     |              |
| Buses                            |                         |      |     |   |    |                         |      |     |   |    |                            |      |     |   |    |                            |      |     |   |    |       |              |
| Stopped Buses                    |                         |      |     |   |    |                         |      |     |   |    |                            |      |     |   |    |                            |      |     |   |    |       |              |

**APPENDIX**  
FDOT SEASONAL FACTORS

2023 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL  
 CATEGORY: 1500 PINELLAS COUNTYWIDE

Item 10C.

| WEEK | DATES                   | SF   | MOCF: 0.94<br>PSCF |
|------|-------------------------|------|--------------------|
| 1    | 01/01/2023 - 01/07/2023 | 1.10 | 1.17               |
| 2    | 01/08/2023 - 01/14/2023 | 1.06 | 1.13               |
| 3    | 01/15/2023 - 01/21/2023 | 1.02 | 1.09               |
| 4    | 01/22/2023 - 01/28/2023 | 1.00 | 1.06               |
| 5    | 01/29/2023 - 02/04/2023 | 0.98 | 1.04               |
| * 6  | 02/05/2023 - 02/11/2023 | 0.95 | 1.01               |
| * 7  | 02/12/2023 - 02/18/2023 | 0.93 | 0.99               |
| * 8  | 02/19/2023 - 02/25/2023 | 0.93 | 0.99               |
| * 9  | 02/26/2023 - 03/04/2023 | 0.93 | 0.99               |
| *10  | 03/05/2023 - 03/11/2023 | 0.92 | 0.98               |
| *11  | 03/12/2023 - 03/18/2023 | 0.92 | 0.98               |
| *12  | 03/19/2023 - 03/25/2023 | 0.93 | 0.99               |
| *13  | 03/26/2023 - 04/01/2023 | 0.93 | 0.99               |
| *14  | 04/02/2023 - 04/08/2023 | 0.94 | 1.00               |
| *15  | 04/09/2023 - 04/15/2023 | 0.94 | 1.00               |
| *16  | 04/16/2023 - 04/22/2023 | 0.95 | 1.01               |
| *17  | 04/23/2023 - 04/29/2023 | 0.95 | 1.01               |
| *18  | 04/30/2023 - 05/06/2023 | 0.96 | 1.02               |
| 19   | 05/07/2023 - 05/13/2023 | 0.97 | 1.03               |
| 20   | 05/14/2023 - 05/20/2023 | 0.98 | 1.04               |
| 21   | 05/21/2023 - 05/27/2023 | 0.98 | 1.04               |
| 22   | 05/28/2023 - 06/03/2023 | 0.99 | 1.05               |
| 23   | 06/04/2023 - 06/10/2023 | 0.99 | 1.05               |
| 24   | 06/11/2023 - 06/17/2023 | 1.00 | 1.06               |
| 25   | 06/18/2023 - 06/24/2023 | 1.00 | 1.06               |
| 26   | 06/25/2023 - 07/01/2023 | 1.01 | 1.07               |
| 27   | 07/02/2023 - 07/08/2023 | 1.01 | 1.07               |
| 28   | 07/09/2023 - 07/15/2023 | 1.01 | 1.07               |
| 29   | 07/16/2023 - 07/22/2023 | 1.02 | 1.09               |
| 30   | 07/23/2023 - 07/29/2023 | 1.03 | 1.10               |
| 31   | 07/30/2023 - 08/05/2023 | 1.05 | 1.12               |
| 32   | 08/06/2023 - 08/12/2023 | 1.06 | 1.13               |
| 33   | 08/13/2023 - 08/19/2023 | 1.07 | 1.14               |
| 34   | 08/20/2023 - 08/26/2023 | 1.07 | 1.14               |
| 35   | 08/27/2023 - 09/02/2023 | 1.06 | 1.13               |
| 36   | 09/03/2023 - 09/09/2023 | 1.06 | 1.13               |
| 37   | 09/10/2023 - 09/16/2023 | 1.06 | 1.13               |
| 38   | 09/17/2023 - 09/23/2023 | 1.05 | 1.12               |
| 39   | 09/24/2023 - 09/30/2023 | 1.05 | 1.12               |
| 40   | 10/01/2023 - 10/07/2023 | 1.04 | 1.11               |
| 41   | 10/08/2023 - 10/14/2023 | 1.03 | 1.10               |
| 42   | 10/15/2023 - 10/21/2023 | 1.02 | 1.09               |
| 43   | 10/22/2023 - 10/28/2023 | 1.03 | 1.10               |
| 44   | 10/29/2023 - 11/04/2023 | 1.03 | 1.10               |
| 45   | 11/05/2023 - 11/11/2023 | 1.04 | 1.11               |
| 46   | 11/12/2023 - 11/18/2023 | 1.04 | 1.11               |
| 47   | 11/19/2023 - 11/25/2023 | 1.06 | 1.13               |
| 48   | 11/26/2023 - 12/02/2023 | 1.07 | 1.14               |
| 49   | 12/03/2023 - 12/09/2023 | 1.08 | 1.15               |
| 50   | 12/10/2023 - 12/16/2023 | 1.10 | 1.17               |
| 51   | 12/17/2023 - 12/23/2023 | 1.07 | 1.14               |
| 52   | 12/24/2023 - 12/30/2023 | 1.05 | 1.12               |
| 53   | 12/31/2023 - 12/31/2023 | 1.02 | 1.09               |

\* PEAK SEASON

09-MAR-2024 18:41:42

830UPD

7\_1500\_PKSEASON.TXT

**APPENDIX**  
INTERSECTION ANALYSIS

HCM 6th TWSC

1: Gulf Blvd & Beach Place Condo/129th Ave W

03/19/2026

| Intersection             |      |      |      |      |      |      |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Int Delay, s/veh         | 2    |      |      |      |      |      |      |      |      |      |      |      |
| Movement                 | EBL  | EBT  | EBR  | WBL  | WBT  | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
| Lane Configurations      |      | ↕↔   |      |      | ↕    | ↕    | ↕    | ↕↔   |      | ↕    | ↕↔   |      |
| Traffic Vol, veh/h       | 3    | 1    | 9    | 28   | 1    | 52   | 8    | 379  | 58   | 90   | 476  | 13   |
| Future Vol, veh/h        | 3    | 1    | 9    | 28   | 1    | 52   | 8    | 379  | 58   | 90   | 476  | 13   |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Stop | Stop | Stop | Stop | Stop | Stop | Free | Free | Free | Free | Free | Free |
| RT Channelized           | -    | -    | None | -    | -    | None | -    | -    | None | -    | -    | None |
| Storage Length           | -    | -    | -    | -    | -    | 0    | 160  | -    | -    | 110  | -    | -    |
| Veh in Median Storage, # | -    | 0    | -    | -    | 0    | -    | -    | 2    | -    | -    | 2    | -    |
| Grade, %                 | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    |
| Peak Hour Factor         | 98   | 98   | 98   | 98   | 98   | 98   | 98   | 98   | 98   | 98   | 98   | 98   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow                | 3    | 1    | 9    | 29   | 1    | 53   | 8    | 387  | 59   | 92   | 486  | 13   |

| Major/Minor          | Minor2 |      | Minor1 |      | Major1 |      |      | Major2 |   |      |   |   |
|----------------------|--------|------|--------|------|--------|------|------|--------|---|------|---|---|
| Conflicting Flow All | 887    | 1139 | 250    | 861  | 1116   | 223  | 499  | 0      | 0 | 446  | 0 | 0 |
| Stage 1              | 677    | 677  | -      | 433  | 433    | -    | -    | -      | - | -    | - | - |
| Stage 2              | 210    | 462  | -      | 428  | 683    | -    | -    | -      | - | -    | - | - |
| Critical Hdwy        | 7.54   | 6.54 | 6.94   | 7.54 | 6.54   | 6.94 | 4.14 | -      | - | 4.14 | - | - |
| Critical Hdwy Stg 1  | 6.54   | 5.54 | -      | 6.54 | 5.54   | -    | -    | -      | - | -    | - | - |
| Critical Hdwy Stg 2  | 6.54   | 5.54 | -      | 6.54 | 5.54   | -    | -    | -      | - | -    | - | - |
| Follow-up Hdwy       | 3.52   | 4.02 | 3.32   | 3.52 | 4.02   | 3.32 | 2.22 | -      | - | 2.22 | - | - |
| Pot Cap-1 Maneuver   | 239    | 200  | 750    | 249  | 206    | 780  | 1061 | -      | - | 1111 | - | - |
| Stage 1              | 409    | 450  | -      | 571  | 580    | -    | -    | -      | - | -    | - | - |
| Stage 2              | 773    | 563  | -      | 575  | 447    | -    | -    | -      | - | -    | - | - |
| Platoon blocked, %   |        |      |        |      |        |      |      | -      | - | -    | - | - |
| Mov Cap-1 Maneuver   | 206    | 182  | 750    | 228  | 187    | 780  | 1061 | -      | - | 1111 | - | - |
| Mov Cap-2 Maneuver   | 206    | 182  | -      | 228  | 187    | -    | -    | -      | - | -    | - | - |
| Stage 1              | 406    | 413  | -      | 566  | 575    | -    | -    | -      | - | -    | - | - |
| Stage 2              | 714    | 558  | -      | 520  | 410    | -    | -    | -      | - | -    | - | - |

| Approach             | EB   | WB   | NB  | SB  |
|----------------------|------|------|-----|-----|
| HCM Control Delay, s | 14.2 | 14.8 | 0.2 | 1.3 |
| HCM LOS              | B    | B    |     |     |

| Minor Lane/Major Mvmt | NBL   | NBT | NBR | EBLn1 | WBLn1 | WBLn2 | SBL   | SBT | SBR |
|-----------------------|-------|-----|-----|-------|-------|-------|-------|-----|-----|
| Capacity (veh/h)      | 1061  | -   | -   | 406   | 226   | 780   | 1111  | -   | -   |
| HCM Lane V/C Ratio    | 0.008 | -   | -   | 0.033 | 0.131 | 0.068 | 0.083 | -   | -   |
| HCM Control Delay (s) | 8.4   | -   | -   | 14.2  | 23.3  | 10    | 8.5   | -   | -   |
| HCM Lane LOS          | A     | -   | -   | B     | C     | B     | A     | -   | -   |
| HCM 95th %tile Q(veh) | 0     | -   | -   | 0.1   | 0.4   | 0.2   | 0.3   | -   | -   |

HCM 6th AWSC  
2: Village Blvd & 129th Ave W/129th Ave E

03/19/2026

| Intersection              |     |
|---------------------------|-----|
| Intersection Delay, s/veh | 7.5 |
| Intersection LOS          | A   |

| Movement            | EBL  | EBT  | EBR  | WBL  | WBT  | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
|---------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Lane Configurations |      | ↕    |      |      | ↕    |      |      | ↕    |      |      | ↕    |      |
| Traffic Vol, veh/h  | 3    | 102  | 15   | 0    | 57   | 1    | 9    | 3    | 1    | 1    | 6    | 8    |
| Future Vol, veh/h   | 3    | 102  | 15   | 0    | 57   | 1    | 9    | 3    | 1    | 1    | 6    | 8    |
| Peak Hour Factor    | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 |
| Heavy Vehicles, %   | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow           | 3    | 104  | 15   | 0    | 58   | 1    | 9    | 3    | 1    | 1    | 6    | 8    |
| Number of Lanes     | 0    | 1    | 0    | 0    | 1    | 0    | 0    | 1    | 0    | 0    | 1    | 0    |

| Approach                   | EB  | WB  | NB  | SB  |
|----------------------------|-----|-----|-----|-----|
| Opposing Approach          | WB  | EB  | SB  | NB  |
| Opposing Lanes             | 1   | 1   | 1   | 1   |
| Conflicting Approach Left  | SB  | NB  | EB  | WB  |
| Conflicting Lanes Left     | 1   | 1   | 1   | 1   |
| Conflicting Approach Right | NB  | SB  | WB  | EB  |
| Conflicting Lanes Right    | 1   | 1   | 1   | 1   |
| HCM Control Delay          | 7.6 | 7.4 | 7.5 | 7.1 |
| HCM LOS                    | A   | A   | A   | A   |

| Lane                   | NBLn1 | EBLn1 | WBLn1 | SBLn1 |
|------------------------|-------|-------|-------|-------|
| Vol Left, %            | 69%   | 3%    | 0%    | 7%    |
| Vol Thru, %            | 23%   | 85%   | 98%   | 40%   |
| Vol Right, %           | 8%    | 12%   | 2%    | 53%   |
| Sign Control           | Stop  | Stop  | Stop  | Stop  |
| Traffic Vol by Lane    | 13    | 120   | 58    | 15    |
| LT Vol                 | 9     | 3     | 0     | 1     |
| Through Vol            | 3     | 102   | 57    | 6     |
| RT Vol                 | 1     | 15    | 1     | 8     |
| Lane Flow Rate         | 13    | 122   | 59    | 15    |
| Geometry Grp           | 1     | 1     | 1     | 1     |
| Degree of Util (X)     | 0.016 | 0.135 | 0.067 | 0.017 |
| Departure Headway (Hd) | 4.353 | 3.96  | 4.067 | 3.951 |
| Convergence, Y/N       | Yes   | Yes   | Yes   | Yes   |
| Cap                    | 812   | 905   | 878   | 893   |
| Service Time           | 2.432 | 1.985 | 2.103 | 2.031 |
| HCM Lane V/C Ratio     | 0.016 | 0.135 | 0.067 | 0.017 |
| HCM Control Delay      | 7.5   | 7.6   | 7.4   | 7.1   |
| HCM Lane LOS           | A     | A     | A     | A     |
| HCM 95th-tile Q        | 0     | 0.5   | 0.2   | 0.1   |

| Intersection             |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|
| Int Delay, s/veh         | 2.9  |      |      |      |      |      |
| Movement                 | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
| Lane Configurations      | ↔    |      |      | ↔    | ↔    |      |
| Traffic Vol, veh/h       | 16   | 64   | 0    | 14   | 44   | 0    |
| Future Vol, veh/h        | 16   | 64   | 0    | 14   | 44   | 0    |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | -    | -    | -    | -    | 0    | -    |
| Veh in Median Storage, # | 0    | -    | -    | 0    | 0    | -    |
| Grade, %                 | 0    | -    | -    | 0    | 0    | -    |
| Peak Hour Factor         | 98   | 98   | 98   | 98   | 98   | 98   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow                | 16   | 65   | 0    | 14   | 45   | 0    |

| Major/Minor          | Major1 | Major2 | Minor1 |   |       |
|----------------------|--------|--------|--------|---|-------|
| Conflicting Flow All | 0      | 0      | 81     | 0 | 63    |
| Stage 1              | -      | -      | -      | - | 49    |
| Stage 2              | -      | -      | -      | - | 14    |
| Critical Hdwy        | -      | -      | 4.12   | - | 6.42  |
| Critical Hdwy Stg 1  | -      | -      | -      | - | 5.42  |
| Critical Hdwy Stg 2  | -      | -      | -      | - | 5.42  |
| Follow-up Hdwy       | -      | -      | 2.218  | - | 3.518 |
| Pot Cap-1 Maneuver   | -      | -      | 1517   | - | 943   |
| Stage 1              | -      | -      | -      | - | 973   |
| Stage 2              | -      | -      | -      | - | 1009  |
| Platoon blocked, %   | -      | -      | -      | - | -     |
| Mov Cap-1 Maneuver   | -      | -      | 1517   | - | 943   |
| Mov Cap-2 Maneuver   | -      | -      | -      | - | 943   |
| Stage 1              | -      | -      | -      | - | 973   |
| Stage 2              | -      | -      | -      | - | 1009  |

| Approach             | EB | WB | NB |
|----------------------|----|----|----|
| HCM Control Delay, s | 0  | 0  | 9  |
| HCM LOS              |    |    | A  |

| Minor Lane/Major Mvmt | NBLn1 | EBT | EBR | WBL  | WBT |
|-----------------------|-------|-----|-----|------|-----|
| Capacity (veh/h)      | 943   | -   | -   | 1517 | -   |
| HCM Lane V/C Ratio    | 0.048 | -   | -   | -    | -   |
| HCM Control Delay (s) | 9     | -   | -   | 0    | -   |
| HCM Lane LOS          | A     | -   | -   | A    | -   |
| HCM 95th %tile Q(veh) | 0.1   | -   | -   | 0    | -   |

HCM 6th TWSC  
5: Village Blvd & Fishermans Alley

| Intersection             |      |      |      |      |       |      |      |      |      |      |      |      |
|--------------------------|------|------|------|------|-------|------|------|------|------|------|------|------|
| Int Delay, s/veh         | 1.6  |      |      |      |       |      |      |      |      |      |      |      |
| Movement                 | EBL  | EBT  | EBR  | WBL  | WBT   | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
| Lane Configurations      |      | ↕    |      |      |       |      |      | ↕    |      |      | ↕    |      |
| Traffic Vol, veh/h       | 0    | 0    | 0    | 0    | 0     | 0    | 0    | 12   | 0    | 8    | 15   | 0    |
| Future Vol, veh/h        | 0    | 0    | 0    | 0    | 0     | 0    | 0    | 12   | 0    | 8    | 15   | 0    |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0     | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Stop | Stop | Stop | Stop | Stop  | Stop | Free | Free | Free | Free | Free | Free |
| RT Channelized           | -    | -    | None | -    | -     | None | -    | -    | None | -    | -    | None |
| Storage Length           | -    | -    | -    | -    | -     | -    | -    | -    | -    | -    | -    | -    |
| Veh in Median Storage, # | -    | 0    | -    | -    | 16979 | -    | -    | 0    | -    | -    | 0    | -    |
| Grade, %                 | -    | 0    | -    | -    | 0     | -    | -    | 0    | -    | -    | 0    | -    |
| Peak Hour Factor         | 98   | 98   | 98   | 98   | 98    | 98   | 98   | 98   | 98   | 98   | 98   | 98   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2    | 2     | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow                | 0    | 0    | 0    | 0    | 0     | 0    | 0    | 12   | 0    | 8    | 15   | 0    |

| Major/Minor          | Minor2 |       |       | Major1 |   |   | Major2 |   |   |
|----------------------|--------|-------|-------|--------|---|---|--------|---|---|
| Conflicting Flow All | 43     | 43    | 15    | 15     | 0 | 0 | 12     | 0 | 0 |
| Stage 1              | 31     | 31    | -     | -      | - | - | -      | - | - |
| Stage 2              | 12     | 12    | -     | -      | - | - | -      | - | - |
| Critical Hdwy        | 6.42   | 6.52  | 6.22  | 4.12   | - | - | 4.12   | - | - |
| Critical Hdwy Stg 1  | 5.42   | 5.52  | -     | -      | - | - | -      | - | - |
| Critical Hdwy Stg 2  | 5.42   | 5.52  | -     | -      | - | - | -      | - | - |
| Follow-up Hdwy       | 3.518  | 4.018 | 3.318 | 2.218  | - | - | 2.218  | - | - |
| Pot Cap-1 Maneuver   | 968    | 849   | 1065  | 1603   | - | - | 1607   | - | - |
| Stage 1              | 992    | 869   | -     | -      | - | - | -      | - | - |
| Stage 2              | 1011   | 886   | -     | -      | - | - | -      | - | - |
| Platoon blocked, %   |        |       |       |        |   |   |        |   |   |
| Mov Cap-1 Maneuver   | 963    | 0     | 1065  | 1603   | - | - | 1607   | - | - |
| Mov Cap-2 Maneuver   | 963    | 0     | -     | -      | - | - | -      | - | - |
| Stage 1              | 992    | 0     | -     | -      | - | - | -      | - | - |
| Stage 2              | 1006   | 0     | -     | -      | - | - | -      | - | - |

| Approach             | EB | NB | SB  |
|----------------------|----|----|-----|
| HCM Control Delay, s | 0  | 0  | 2.5 |
| HCM LOS              | A  |    |     |

| Minor Lane/Major Mvmt | NBL  | NBT | NBR | EBLn1 | SBL   | SBT | SBR |
|-----------------------|------|-----|-----|-------|-------|-----|-----|
| Capacity (veh/h)      | 1603 | -   | -   | -     | 1607  | -   | -   |
| HCM Lane V/C Ratio    | -    | -   | -   | -     | 0.005 | -   | -   |
| HCM Control Delay (s) | 0    | -   | -   | 0     | 7.3   | 0   | -   |
| HCM Lane LOS          | A    | -   | -   | A     | A     | A   | -   |
| HCM 95th %tile Q(veh) | 0    | -   | -   | -     | 0     | -   | -   |

HCM 6th TWSC

1: Gulf Blvd & Beach Place Condo/129th Ave W

03/19/2026

| Intersection             |      |      |      |      |      |      |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Int Delay, s/veh         | 4.1  |      |      |      |      |      |      |      |      |      |      |      |
| Movement                 | EBL  | EBT  | EBR  | WBL  | WBT  | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
| Lane Configurations      |      | ↕    |      |      | ↕    | ↕    | ↕    | ↕    |      | ↕    | ↕    |      |
| Traffic Vol, veh/h       | 30   | 2    | 7    | 97   | 2    | 194  | 9    | 827  | 99   | 106  | 648  | 14   |
| Future Vol, veh/h        | 30   | 2    | 7    | 97   | 2    | 194  | 9    | 827  | 99   | 106  | 648  | 14   |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Stop | Stop | Stop | Stop | Stop | Stop | Free | Free | Free | Free | Free | Free |
| RT Channelized           | -    | -    | None | -    | -    | None | -    | -    | None | -    | -    | None |
| Storage Length           | -    | -    | -    | -    | -    | 0    | 160  | -    | -    | 110  | -    | -    |
| Veh in Median Storage, # | -    | 2    | -    | -    | 2    | -    | -    | 2    | -    | -    | 2    | -    |
| Grade, %                 | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    |
| Peak Hour Factor         | 98   | 98   | 98   | 98   | 98   | 98   | 98   | 98   | 98   | 98   | 98   | 98   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow                | 31   | 2    | 7    | 99   | 2    | 198  | 9    | 844  | 101  | 108  | 661  | 14   |

| Major/Minor          | Minor2 |      | Minor1 |      | Major1 |      |      | Major2 |   |      |   |   |
|----------------------|--------|------|--------|------|--------|------|------|--------|---|------|---|---|
| Conflicting Flow All | 1325   | 1847 | 338    | 1461 | 1804   | 473  | 675  | 0      | 0 | 945  | 0 | 0 |
| Stage 1              | 884    | 884  | -      | 913  | 913    | -    | -    | -      | - | -    | - | - |
| Stage 2              | 441    | 963  | -      | 548  | 891    | -    | -    | -      | - | -    | - | - |
| Critical Hdwy        | 7.54   | 6.54 | 6.94   | 7.54 | 6.54   | 6.94 | 4.14 | -      | - | 4.14 | - | - |
| Critical Hdwy Stg 1  | 6.54   | 5.54 | -      | 6.54 | 5.54   | -    | -    | -      | - | -    | - | - |
| Critical Hdwy Stg 2  | 6.54   | 5.54 | -      | 6.54 | 5.54   | -    | -    | -      | - | -    | - | - |
| Follow-up Hdwy       | 3.52   | 4.02 | 3.32   | 3.52 | 4.02   | 3.32 | 2.22 | -      | - | 2.22 | - | - |
| Pot Cap-1 Maneuver   | 114    | 74   | 658    | ~90  | 79     | 538  | 912  | -      | - | 722  | - | - |
| Stage 1              | 307    | 362  | -      | 294  | 350    | -    | -    | -      | - | -    | - | - |
| Stage 2              | 565    | 332  | -      | 488  | 359    | -    | -    | -      | - | -    | - | - |
| Platoon blocked, %   |        |      |        |      |        |      |      | -      | - | -    | - | - |
| Mov Cap-1 Maneuver   | 63     | 62   | 658    | ~78  | 67     | 538  | 912  | -      | - | 722  | - | - |
| Mov Cap-2 Maneuver   | 190    | 179  | -      | 234  | 222    | -    | -    | -      | - | -    | - | - |
| Stage 1              | 304    | 308  | -      | 291  | 347    | -    | -    | -      | - | -    | - | - |
| Stage 2              | 352    | 329  | -      | 408  | 305    | -    | -    | -      | - | -    | - | - |

| Approach             | EB   |  | WB   |  | NB  |  | SB  |  |
|----------------------|------|--|------|--|-----|--|-----|--|
| HCM Control Delay, s | 25.3 |  | 20.9 |  | 0.1 |  | 1.5 |  |
| HCM LOS              | D    |  | C    |  |     |  |     |  |

| Minor Lane/Major Mvmt | NBL  | NBT | NBR | EBLn1 | WBLn1 | WBLn2 | SBL  | SBT | SBR |
|-----------------------|------|-----|-----|-------|-------|-------|------|-----|-----|
| Capacity (veh/h)      | 912  | -   | -   | 217   | 234   | 538   | 722  | -   | -   |
| HCM Lane V/C Ratio    | 0.01 | -   | -   | 0.183 | 0.432 | 0.368 | 0.15 | -   | -   |
| HCM Control Delay (s) | 9    | -   | -   | 25.3  | 31.6  | 15.5  | 10.9 | -   | -   |
| HCM Lane LOS          | A    | -   | -   | D     | D     | C     | B    | -   | -   |
| HCM 95th %tile Q(veh) | 0    | -   | -   | 0.7   | 2     | 1.7   | 0.5  | -   | -   |

Notes  
 ~: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    \*: All major volume in platoon

| Intersection              |     |
|---------------------------|-----|
| Intersection Delay, s/veh | 8.3 |
| Intersection LOS          | A   |

| Movement            | EBL  | EBT  | EBR  | WBL  | WBT  | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
|---------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Lane Configurations |      | ↕    |      |      | ↕    |      |      | ↕    |      |      | ↕    |      |
| Traffic Vol, veh/h  | 20   | 107  | 29   | 6    | 170  | 15   | 20   | 3    | 1    | 8    | 10   | 37   |
| Future Vol, veh/h   | 20   | 107  | 29   | 6    | 170  | 15   | 20   | 3    | 1    | 8    | 10   | 37   |
| Peak Hour Factor    | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 | 0.98 |
| Heavy Vehicles, %   | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow           | 20   | 109  | 30   | 6    | 173  | 15   | 20   | 3    | 1    | 8    | 10   | 38   |
| Number of Lanes     | 0    | 1    | 0    | 0    | 1    | 0    | 0    | 1    | 0    | 0    | 1    | 0    |

| Approach                   | EB  | WB  | NB  | SB  |
|----------------------------|-----|-----|-----|-----|
| Opposing Approach          | WB  | EB  | SB  | NB  |
| Opposing Lanes             | 1   | 1   | 1   | 1   |
| Conflicting Approach Left  | SB  | NB  | EB  | WB  |
| Conflicting Lanes Left     | 1   | 1   | 1   | 1   |
| Conflicting Approach Right | NB  | SB  | WB  | EB  |
| Conflicting Lanes Right    | 1   | 1   | 1   | 1   |
| HCM Control Delay          | 8.2 | 8.5 | 8.1 | 7.7 |
| HCM LOS                    | A   | A   | A   | A   |

| Lane                   | NBLn1 | EBLn1 | WBLn1 | SBLn1 |
|------------------------|-------|-------|-------|-------|
| Vol Left, %            | 83%   | 13%   | 3%    | 15%   |
| Vol Thru, %            | 12%   | 69%   | 89%   | 18%   |
| Vol Right, %           | 4%    | 19%   | 8%    | 67%   |
| Sign Control           | Stop  | Stop  | Stop  | Stop  |
| Traffic Vol by Lane    | 24    | 156   | 191   | 55    |
| LT Vol                 | 20    | 20    | 6     | 8     |
| Through Vol            | 3     | 107   | 170   | 10    |
| RT Vol                 | 1     | 29    | 15    | 37    |
| Lane Flow Rate         | 24    | 159   | 195   | 56    |
| Geometry Grp           | 1     | 1     | 1     | 1     |
| Degree of Util (X)     | 0.033 | 0.188 | 0.225 | 0.068 |
| Departure Headway (Hd) | 4.917 | 4.242 | 4.155 | 4.362 |
| Convergence, Y/N       | Yes   | Yes   | Yes   | Yes   |
| Cap                    | 731   | 852   | 850   | 824   |
| Service Time           | 2.929 | 2.242 | 2.255 | 2.372 |
| HCM Lane V/C Ratio     | 0.033 | 0.187 | 0.229 | 0.068 |
| HCM Control Delay      | 8.1   | 8.2   | 8.5   | 7.7   |
| HCM Lane LOS           | A     | A     | A     | A     |
| HCM 95th-tile Q        | 0.1   | 0.7   | 0.9   | 0.2   |

| Intersection             |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|
| Int Delay, s/veh         | 4.6  |      |      |      |      |      |
| Movement                 | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
| Lane Configurations      |      |      |      |      |      |      |
| Traffic Vol, veh/h       | 29   | 61   | 0    | 60   | 131  | 0    |
| Future Vol, veh/h        | 29   | 61   | 0    | 60   | 131  | 0    |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | -    | -    | -    | -    | 0    | -    |
| Veh in Median Storage, # | 0    | -    | -    | 0    | 0    | -    |
| Grade, %                 | 0    | -    | -    | 0    | 0    | -    |
| Peak Hour Factor         | 98   | 98   | 98   | 98   | 98   | 98   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow                | 30   | 62   | 0    | 61   | 134  | 0    |

| Major/Minor          | Major1 | Major2 | Minor1 |   |             |
|----------------------|--------|--------|--------|---|-------------|
| Conflicting Flow All | 0      | 0      | 92     | 0 | 122 61      |
| Stage 1              | -      | -      | -      | - | 61 -        |
| Stage 2              | -      | -      | -      | - | 61 -        |
| Critical Hdwy        | -      | -      | 4.12   | - | 6.42 6.22   |
| Critical Hdwy Stg 1  | -      | -      | -      | - | 5.42 -      |
| Critical Hdwy Stg 2  | -      | -      | -      | - | 5.42 -      |
| Follow-up Hdwy       | -      | -      | 2.218  | - | 3.518 3.318 |
| Pot Cap-1 Maneuver   | -      | -      | 1503   | - | 873 1004    |
| Stage 1              | -      | -      | -      | - | 962 -       |
| Stage 2              | -      | -      | -      | - | 962 -       |
| Platoon blocked, %   | -      | -      | -      | - | -           |
| Mov Cap-1 Maneuver   | -      | -      | 1503   | - | 873 1004    |
| Mov Cap-2 Maneuver   | -      | -      | -      | - | 873 -       |
| Stage 1              | -      | -      | -      | - | 962 -       |
| Stage 2              | -      | -      | -      | - | 962 -       |

| Approach             | EB | WB | NB  |
|----------------------|----|----|-----|
| HCM Control Delay, s | 0  | 0  | 9.9 |
| HCM LOS              |    |    | A   |

| Minor Lane/Major Mvmt | NBLn1 | EBT | EBR | WBL  | WBT |
|-----------------------|-------|-----|-----|------|-----|
| Capacity (veh/h)      | 873   | -   | -   | 1503 | -   |
| HCM Lane V/C Ratio    | 0.153 | -   | -   | -    | -   |
| HCM Control Delay (s) | 9.9   | -   | -   | 0    | -   |
| HCM Lane LOS          | A     | -   | -   | A    | -   |
| HCM 95th %tile Q(veh) | 0.5   | -   | -   | 0    | -   |

HCM 6th TWSC  
5: Village Blvd & Fishermans Alley

Item 10C.

03/19/2026

| Intersection             |      |      |      |      |       |      |      |      |      |      |      |      |
|--------------------------|------|------|------|------|-------|------|------|------|------|------|------|------|
| Int Delay, s/veh         | 0.7  |      |      |      |       |      |      |      |      |      |      |      |
| Movement                 | EBL  | EBT  | EBR  | WBL  | WBT   | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
| Lane Configurations      |      | ↕    |      |      |       |      |      | ↕    |      |      | ↕    |      |
| Traffic Vol, veh/h       | 2    | 0    | 0    | 0    | 0     | 0    | 1    | 32   | 0    | 5    | 47   | 2    |
| Future Vol, veh/h        | 2    | 0    | 0    | 0    | 0     | 0    | 1    | 32   | 0    | 5    | 47   | 2    |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0     | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Stop | Stop | Stop | Stop | Stop  | Stop | Free | Free | Free | Free | Free | Free |
| RT Channelized           | -    | -    | None | -    | -     | None | -    | -    | None | -    | -    | None |
| Storage Length           | -    | -    | -    | -    | -     | -    | -    | -    | -    | -    | -    | -    |
| Veh in Median Storage, # | -    | 0    | -    | -    | 16979 | -    | -    | 0    | -    | -    | 0    | -    |
| Grade, %                 | -    | 0    | -    | -    | 0     | -    | -    | 0    | -    | -    | 0    | -    |
| Peak Hour Factor         | 98   | 98   | 98   | 98   | 98    | 98   | 98   | 98   | 98   | 98   | 98   | 98   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2    | 2     | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow                | 2    | 0    | 0    | 0    | 0     | 0    | 1    | 33   | 0    | 5    | 48   | 2    |

| Major/Minor          | Minor2 |       |       | Major1 |   |   | Major2 |   |   |
|----------------------|--------|-------|-------|--------|---|---|--------|---|---|
| Conflicting Flow All | 94     | 94    | 49    | 50     | 0 | 0 | 33     | 0 | 0 |
| Stage 1              | 59     | 59    | -     | -      | - | - | -      | - | - |
| Stage 2              | 35     | 35    | -     | -      | - | - | -      | - | - |
| Critical Hdwy        | 6.42   | 6.52  | 6.22  | 4.12   | - | - | 4.12   | - | - |
| Critical Hdwy Stg 1  | 5.42   | 5.52  | -     | -      | - | - | -      | - | - |
| Critical Hdwy Stg 2  | 5.42   | 5.52  | -     | -      | - | - | -      | - | - |
| Follow-up Hdwy       | 3.518  | 4.018 | 3.318 | 2.218  | - | - | 2.218  | - | - |
| Pot Cap-1 Maneuver   | 906    | 796   | 1020  | 1557   | - | - | 1579   | - | - |
| Stage 1              | 964    | 846   | -     | -      | - | - | -      | - | - |
| Stage 2              | 987    | 866   | -     | -      | - | - | -      | - | - |
| Platoon blocked, %   |        |       |       |        |   |   |        |   |   |
| Mov Cap-1 Maneuver   | 902    | 0     | 1020  | 1557   | - | - | 1579   | - | - |
| Mov Cap-2 Maneuver   | 902    | 0     | -     | -      | - | - | -      | - | - |
| Stage 1              | 963    | 0     | -     | -      | - | - | -      | - | - |
| Stage 2              | 984    | 0     | -     | -      | - | - | -      | - | - |

| Approach             | EB | NB  | SB  |
|----------------------|----|-----|-----|
| HCM Control Delay, s | 9  | 0.2 | 0.7 |
| HCM LOS              | A  |     |     |

| Minor Lane/Major Mvmt | NBL   | NBT | NBR | EBLn1 | SBL   | SBT | SBR |
|-----------------------|-------|-----|-----|-------|-------|-----|-----|
| Capacity (veh/h)      | 1557  | -   | -   | 902   | 1579  | -   | -   |
| HCM Lane V/C Ratio    | 0.001 | -   | -   | 0.002 | 0.003 | -   | -   |
| HCM Control Delay (s) | 7.3   | 0   | -   | 9     | 7.3   | 0   | -   |
| HCM Lane LOS          | A     | A   | -   | A     | A     | A   | -   |
| HCM 95th %tile Q(veh) | 0     | -   | -   | 0     | 0     | -   | -   |

# Tampa Bay Times

Published Daily

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

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2026-05 was published in said newspaper by print in the issues of 06/24/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jesaca Bowling  
Sworn to and subscribed before me this **06/24/2026**

Signature of Notary of Public  
Personally known  or produced identification.  
Type of identification produced \_\_\_\_\_

Jean M Mitotes  
**JEAN M MITOTES**  
Notary Public - State of FLORIDA  
Commission # HH 577686  
My Commission Expires July 31, 2028

## NOTICE OF PUBLIC HEARING CITY OF MADEIRA BEACH BOARD OF COMMISSIONERS FOR PROPOSED AMENDMENT TO THE MADEIRA BEACH ZONING MAP

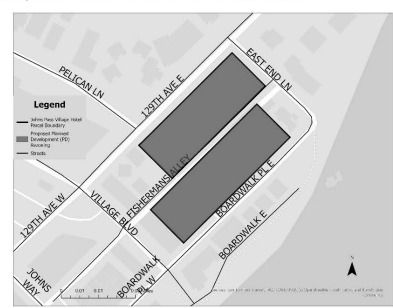
In accordance with the City of Madeira Beach Code of Ordinances Sec. 2-6, and Sec. 110-393, Sec. 7.3 of the City Charter, and Florida Statute Sections 166.041:

**NOTICE IS HEREBY GIVEN** that the City of Madeira Beach Board of Commissioners will conduct a public hearing on Wednesday, July 8, 2026, at 6:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the adoption of proposed Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning. This privately initiated ordinance would rezone the parcels shown below from C-1, John's Pass Village Activity Center to Planned Development (PD).

The title of the ordinances is:

**ORDINANCE 2026-05**  
**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 214 BOARDWALK PLACE EAST, 210 BOARDWALK PLACE EAST, 206 BOARDWALK PLACE EAST, 204 BOARDWALK PLACE EAST, BOARDWALK PLACE EAST (2 PARCELS), 146 BOARDWALK PLACE EAST, 129TH AVE EAST (5 PARCELS) FROM JOHN'S PASS VILLAGE ACTIVITY CENTER (C-1) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

A geographic location map of the real properties affected by the adoption of Ordinance 2026-05 is shown below.



| Parcel ID               | Address            |
|-------------------------|--------------------|
| 15-31-15-58320-001-0020 | 214 Boardwalk Pl E |
| 15-31-15-58320-001-0040 | 210 Boardwalk Pl E |
| 15-31-15-58320-001-0050 | 206 Boardwalk Pl E |
| 15-31-15-58320-001-0060 | 204 Boardwalk Pl E |
| 15-31-15-58320-001-0070 | Boardwalk Pl E     |
| 15-31-15-58320-001-0080 | Boardwalk Pl E     |
| 15-31-15-58320-001-0090 | 146 Boardwalk Pl E |
| 15-31-15-58320-001-0140 | 129th Ave E        |
| 15-31-15-58320-001-0160 | 129th Ave E        |
| 15-31-15-58320-001-0170 | 129th Ave E        |
| 15-31-15-58320-001-0190 | 129th Ave E        |
| 15-31-15-58320-001-0200 | 129th Ave E        |

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the city Community Development Department not less than five days prior to the hearing.

Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning is available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday or online at <https://madeirabeachfl.gov/plan-review-documents>. If you would like more information regarding this ordinance, please contact the Community Development Department, at 727-409-3226 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 YouTube Channel at <https://www.youtube.com/@cityofmadeirabeach632>.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at these meetings will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call 727-409-3226 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).

**NOTICE TO PROPERTY OWNER: JPV HOTEL PROPERTY, LLC**  
**CITY OF MADEIRA BEACH BOARD OF COMMISSIONERS PUBLIC HEARING**  
**JULY 8, 2026:**  
**ORDINANCE 2026-05, JOHN'S PASS VILLAGE HOTEL PLANNED DEVELOPMENT**  
**(PD) REZONING (SECOND READING)**

In accordance with the City of Madeira Beach Code of Ordinances Sec. 2-6, Sec. 2-78, and Sec. 110-389, Sec. 7.3 of the City Charter, and Florida Statutes Sections 166.041 and 163.3174:

**NOTICE IS HEREBY GIVEN** that the Board of Commissioners of the City of Madeira Beach, will conduct a public hearing on Wednesday July 8th, 2026, at 6:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the second reading of Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning. This privately initiated ordinance would rezone the parcels shown below from C-1, John's Pass Village Activity Center to Planned Development (PD).

The title of the ordinances is:

**ORDINANCE 2026-05**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 214 BOARDWALK PLACE EAST, 210 BOARDWALK PLACE EAST, 206 BOARDWALK PLACE EAST, 204 BOARDWALK PLACE EAST, BOARDWALK PLACE EAST (2 PARCELS), 146 BOARDWALK PLACE EAST, 129TH AVE EAST (5 PARCELS) FROM JOHN'S PASS VILLAGE ACTIVITY CENTER (C-1) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

A geographic location map of the real properties affected by the adoption of Ordinance 2026-05 is shown below.



| <b>Parcel ID</b>        | <b>Address</b>     |
|-------------------------|--------------------|
| 15-31-15-58320-001-0020 | 214 Boardwalk Pl E |
| 15-31-15-58320-001-0040 | 210 Boardwalk Pl E |
| 15-31-15-58320-001-0050 | 206 Boardwalk Pl E |
| 15-31-15-58320-001-0060 | 204 Boardwalk Pl E |
| 15-31-15-58320-001-0070 | Boardwalk Pl E     |
| 15-31-15-58320-001-0080 | Boardwalk Pl E     |
| 15-31-15-58320-001-0090 | 146 Boardwalk Pl E |
| 15-31-15-58320-001-0140 | 129th Ave E        |
| 15-31-15-58320-001-0160 | 129th Ave E        |
| 15-31-15-58320-001-0170 | 129th Ave E        |
| 15-31-15-58320-001-0190 | 129th Ave E        |
| 15-31-15-58320-001-0200 | 129th Ave E        |

**Request:**

The applicant is requesting to rezone 1.457 acres to allow for the construction of the following:

Hotel: 87 units (24 studios, 32 one-bedroom, 28 two-bedroom, 3 three-bedroom) Retail:  
7,550 square feet

1st Floor Restaurant: 3,350 square feet (134 seats: 1 per 25 square feet)

1st Floor Cafe: 1,000 square feet (40 seats: 1 per 25 square feet)

6th Floor Restaurant: 3,900 square feet (260 seats: 1 per 15 square feet of dining space)

Event Space: 2,800 square feet (187 seats: 1 per 15 square feet)

The applicant is requesting Planned Development (PD) flexibility for the following:

Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE

Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE

Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial

Front setback: 0 feet instead of 10 feet for multi-story buildings

Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building Balconies, awnings & roof overhang located over ROW: 6 foot encroachment beyond property line on north and south sides of building

Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').

**Applicant/Property Owner:**

JPV Hotel Property, LLC/ JPV Hotel Property, LLC

**Future Land Use Category:**

Activity Center

**Public Notice:** As required by 166.041 *Procedures for adoption of ordinances and resolutions (3)(c)(a).1.* In cases in which the proposed ordinance changes the actual zoning map designation for a parcel or parcels of land involving less than 10 contiguous acres, the governing body shall direct the clerk of the governing body to notify by mail each real property owner whose land the municipality will redesignate by enactment of the ordinance and whose address is known by reference to the latest ad valorem tax records. The notice shall state the substance of the proposed ordinance as it affects that property owner and shall set a time and place for one or more public hearings on such ordinance. Such notice shall be given at least 30 days prior to the date set for the public hearing, and a copy of the notice shall be kept available for public inspection during the regular business hours of the office of the clerk of the governing body. The governing body shall hold a public hearing on the proposed ordinance and may, upon the conclusion of the hearing, immediately adopt the ordinance. Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning is available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday or online at <https://madeirabeachfl.gov/plan-review-documents>. If you would like more information regarding this ordinance, please contact the Community Development Department, at 727-409-3226 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 YouTube Channel at <https://www.youtube.com/@cityofmadeirabeach632>.

**Note:** One or more Elected or Appointed Officials may be in attendance. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at these meetings will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call 727-409-3226 or [planning@madeirabeachfl.gov](mailto:planning@madeirabeachfl.gov).

Item 10C.



300 Municipal Drive  
Madeira Beach, Florida 33708



9589 0710 5270 3659 8652 87

City of Madeira Beach  
City Clerk  
300 Municipal Drive  
Madeira Beach, FL 33708



quodient  
FIRST-CLASS MAIL  
IM1  
\$010.44  
06/04/2026 ZIP 33708  
043M31233717

434

US POSTAGE

CERTIFIED MAIL



300 Municipal Drive  
Madeira Beach, Florida 33708



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06/04/2026 ZIP 33708  
043M31233717

US POSTAGE

JPU Hotel Property LLC  
101 150<sup>th</sup> Ave  
Madeira Beach, FL  
33708



NOTICE OF INTENT TO BE AN AFFECTED PARTY

AFFECTED PERSON INFORMATION

Name: FISHERMAN LLC
Address: 224 BOARDWALK PLACE E
MAO BEACH FL 33708
Telephone: 83 205 8080 Fax: N/A
Email: BEACH GUY 58 @ GMAIL.COM

APPLICATION INFORMATION

Case No or Application No., whichever applies: 2026-05 OPPOSE
Applicant's Name: FISHERMAN LLC

Signature of Affected Person [Handwritten Signature]

Date: May 25 2026

Note: One or more Elected or Appointed Officials may be in attendance. Any person who decides to appeal any decision of the Planning Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.



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**Re: Development agreement for JPV Hotel Property**

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**From** hong huynh <honghuynh\_96@hotmail.com>  
**Date** Thu 5/28/2026 1:52 AM  
**To** Morris, Andrew <Amorris@madeirabeachfl.gov>  
**Cc** Lisa Scheuermann <LScheuermann@madeirabeachfl.gov>

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

Hi Andrew,  
Since E End Ln can't be a 2 ways street, we really don't want to have Fisherman's alley close.

Best regards,  
Son & Hong

Get [Outlook for Android](#)

---

**From:** Morris, Andrew <Amorris@madeirabeachfl.gov>  
**Sent:** Wednesday, May 27, 2026 11:50:38 PM  
**To:** hong huynh <honghuynh\_96@hotmail.com>  
**Cc:** Lisa Scheuermann <LScheuermann@madeirabeachfl.gov>  
**Subject:** Re: Development agreement for JPV Hotel Property

Son Nguyen and Hong Huynh,

Unfortunately, there is not enough room to convert East End Lane into a 2-way street between 129th Ave East and Fisherman's Alley because there would not be enough room to expand the road to allow vehicles to legally turn around before the one-way section of East End Lane begins.

Also, please make sure that you fill out the Affected Party Form for the June 1, 2026, Planning Commission Meeting if you want to be an Affected Party for the proposed John's Pass Village Hotel Planned Development Rezoning. The form is due today. If you could sign the form and email the form back to me by the end of the day, that would be good.



Best Regards,

*Andrew Morris*

Andrew Morris, AICP  
 Long Range Planner  
 City of Madeira Beach  
 300 Municipal Drive  
 Madeira Beach, FL 33708  
 O: 727-742-3701  
 Email: [amorris@madeirabeachfl.gov](mailto:amorris@madeirabeachfl.gov)




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**From:** hong huynh <honghuynh\_96@hotmail.com>  
**Sent:** Tuesday, May 26, 2026 5:42 PM  
**To:** Morris, Andrew <Amorris@madeirabeachfl.gov>  
**Cc:** Lisa Scheuermann <LScheuermann@madeirabeachfl.gov>  
**Subject:** Re: Development agreement for JPV Hotel Property

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

Hi Andrew,

Can you have two ways from 129<sup>th</sup> to Fisherman alley only?  
We are out of town now and can't make it to the meeting.

Thanks

Get [Outlook for Android](#)

---

**From:** Morris, Andrew <Amorris@madeirabeachfl.gov>  
**Sent:** Wednesday, May 27, 2026 12:06:40 AM  
**To:** hong huynh <honghuynh\_96@hotmail.com>  
**Cc:** Lisa Scheuermann <LScheuermann@madeirabeachfl.gov>  
**Subject:** Re: Development agreement for JPV Hotel Property

Son Nguyen and Hong Huynh,

The Development Agreement includes a Fisherman's Alley Garage Access Agreement. Please see page 80 of the attached Development Agreement. If the agreement is approved, it would grant you access to drive through the parking garage to your property. Converting East End Lane to a two-way street would require removing the existing parking on both sides of East End Lane that is currently in the public right-of-way. The cutoff date for submittal of the Affected Party form is tomorrow. The completed form can be emailed to me or dropped off at City Hall.



**Memorandum**

**Meeting Details:** Board of Commissioners Meeting July 8, 2026, 6:00 p.m.  
**Prepared For:** Board of Commissioners  
**From:** Community Development Department  
**Subject:** John's Pass Village Hotel Planned Development (PD) - Development Agreement

**Applicant/Property Owner:**

JPV Hotel Property, LLC/ JPV Hotel Property, LLC

**Property Address:**

125 129th Avenue East, Madeira Beach, Florida 33708

**Parcel ID Numbers:**

| <b>Parcel ID</b>        | <b>Address</b>     |
|-------------------------|--------------------|
| 15-31-15-58320-001-0020 | 214 Boardwalk Pl E |
| 15-31-15-58320-001-0040 | 210 Boardwalk Pl E |
| 15-31-15-58320-001-0050 | 206 Boardwalk Pl E |
| 15-31-15-58320-001-0060 | 204 Boardwalk Pl E |
| 15-31-15-58320-001-0070 | Boardwalk Pl E     |
| 15-31-15-58320-001-0080 | Boardwalk Pl E     |
| 15-31-15-58320-001-0090 | 146 Boardwalk Pl E |
| 15-31-15-58320-001-0140 | 129th Ave E        |
| 15-31-15-58320-001-0160 | 129th Ave E        |
| 15-31-15-58320-001-0170 | 129th Ave E        |
| 15-31-15-58320-001-0190 | 129th Ave E        |
| 15-31-15-58320-001-0200 | 129th Ave E        |

**Legal Description:**

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**Existing Zoning District:**

C-1, John's Pass Village Activity Center

**Future Land Use Category:**

Activity Center

**Proposed Zoning District:**

Planned Development (PD)

**Nature of Request:**

This item is reviewed in relation to a request for Vacation of Right-off Way for a portion of Fisherman's Alley and the Planned Development (PD) rezoning which precedes this request.

**The applicant is requesting to rezone 1.457 acres from John's Pass Village Activity Center (C-1) to Planned Development (PD) to allow for the construction of the following:**

- Hotel: 87 units (24 studios, 32 one-bedroom, 28 two-bedroom, 3 three-bedroom)
- Retail: 7,550 square feet
- 1st Floor Restaurant: 3,350 square feet
- 1st Floor Cafe: 1,000 square feet
- 6th Floor Restaurant: 3,900 square feet
- Event Space: 2,800 square feet

The applicant is requesting Planned Development (PD) flexibility for the following:

- Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE.
- Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE.
- Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial.
- Front setback: 0 feet instead of 10 feet for multi-story buildings.
- Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building.
- Balconies, awnings & roof overhang located over ROW: 6-foot encroachment beyond property line on north and south sides of building.
- Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').

**Background:**

City Staff received a request to rezone the properties from C-1, John's Pass Village Activity Center to Planned Development (PD). The proposed associated vacation of right-of-way request and the associated Planned Development (PD) rezoning would allow for the construction of a mixed-use hotel project. The proposed mixed-use hotel will have 87 hotel rooms and 11,900 square feet of ground floor commercial, which will be leasable retail and restaurant space. A Development Agreement is required when rezoning to a Planned Development (PD).

The applicant has provided an application for unity of title and will be consolidating the parcels prior to permit submittal.

In addition to the documents describing the project in Exhibit B, the Development Agreement includes one exhibit related to roadway improvements, three exhibits relating to easements being granted and one exhibit related to balcony, roof, and awnings encroaching over the right-of-way. These agreements are:

- Exhibit C – Off Site Roadway Improvements
- Exhibit D – Park Easement Agreement
- Exhibit E – Balcony, Roof, and Awning Encroachment Easement Agreement
- Exhibit F – Pelican Lane Extension Access Agreement
- Exhibit G – Fisherman’s Alley Garage Access Agreement (in favor of the two properties located at 224 Boardwalk Place and 12801 East End Lane)

**Land Development Regulations:**

**Sec. 86-145. Development agreement content.**

(a) A development agreement shall include the following:

- (1) A legal description of the land subject to the agreement, and the names of its legal and equitable owners;

**Findings: The development agreement includes the legal description and the name of the property owner.**

- (2) The duration of the agreement;

**Findings: The Development Agreement would expire at the time of the approval of the certificate of occupancy or 15 years from the commencement date.**

- (3) The development uses permitted on the land, including population densities, and building intensities and height;

**Findings: The Development Agreement includes the Concept Plan as Exhibit B. The concept plan site data table includes the requested information.**

- (4) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;

**Findings: The developer is proposing to build a private road to extend Pelican Lane through the property. An access easement agreement for the pedestrians, cyclists, and vehicles would be included with the approval of the Development Agreement. In addition, the developer is providing a park access easement, as well as an easement to benefit two specific property owners. There is no phasing proposed for this project, all these public facilities will be available at the time of Building Certificate of Occupancy.**

- (5) A description of any reservation or dedication of land for public purposes;

**Findings: While the land would remain in private ownership, the Development Agreement does include two access easement agreements. The two easements provided for public access are a Park Easement Agreement and a Pelican Lane Extension Access Agreement.**

**There is also an agreement for the owners and customers of two parcels located along East End Lane for access through the garage to the remainder of Fisherman’s Alley, titled Fisherman’s Alley Garage Access Agreement. The intent is to provide access to these two parcels. These Fisherman’s Alley Garage Access easements are in favor of Pinellas County Parcel Identification Numbers 15-31-15-58320-001-0010 and 15-31-15-**

97848-002-0020, whose respective addresses are 224 Boardwalk Place E, Madeira Beach, Florida 33708 and 12801 East End Lane, Madeira Beach, Florida 33708. The three easements are included as Exhibits in the Development Agreement.

- (6) A description of all local development permits approved or needed to be approved for the development of the land;

**Findings: The Development Agreement includes this information.**

- (7) A finding that the development permitted or proposed is consistent with the city's comprehensive plan and land development regulations;

**Findings: The applicant’s requests are consistent with the City’s Comprehensive Plan, the Countywide Plan, and John’s Pass Village Activity Center Design Standards and Guidelines.**

- (8) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the city for the public health, safety, or welfare of its citizens;

**Findings: The Development Agreement includes a condition that the city shall not consent to any substantial modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety, and welfare.**

- (9) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction; and

**Findings: The Development Agreement includes the statement located below.**

**“City shall have the absolute discretion to amend and/or adopt life safety codes such-as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City.”**

**Any change required to meet local, or state requirements can be imposed as stated in the Development Agreement.**

- (10) Such additional information or requirements as the city may determine necessary.

**Findings: The Development Agreement includes the statement located below.**

**“The City shall have the absolute discretion to amend and/or adopt life safety codes such-as but not limited to fire codes, that may conflict with the provisions herein or may impose additional-burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The Parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes.”**

- (b) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

**Findings: The development agreement requires the developer to file an application for a building permit within 3 years from the commencement date of the agreement. The**

**Development Agreement is active for up to 15 years from this commencement date so long as there is active construction activity on the property consistent with the agreement.**

**Fiscal Impact or Other:**

There may be expenses incurred by the city when enforcing the Development Agreement. There are invoices which will be sent to the developer to cover certain city expenses for processing the Development Agreement such as advertising. The improvements required by the developer are specifically included in the Development Agreement. Impact fees which will be due are shown in Exhibit H of the Development Agreement.

**Staff Recommendation(s):**

The Development Agreement is reviewed following the regulations in the Land Development Regulations above as well as reviewed for consistency with the Comprehensive Plan, the Countywide Plan, and the regulations for the John's Pass Village Activity Center guidelines.

The Development agreement incorporates:

- Exhibit B outlines the Site Plans, Conceptual Images and Elevations and the Landscape Plans for the project.
- Exhibit C shows the offsite roadway improvements to be completed by the developer.
- Exhibits D, F and G are access easements
  - Exhibits D and F provide access for the general public
  - Exhibit G provides access to the remainder of Fisherman's Alley for two specific owners and guarantees the parking rate noted in the Development Agreement.
- Exhibit E is a Balcony, Roof and Awning Encroachment Easement Agreement allowing these items to be constructed over the right-of-way.
- Exhibit H contains the potential impact fees for the project.

These legal agreements as shown in Exhibits D, E, F, and G are incorporated into the Development Agreement are necessary to protect the public and to provide access to specific areas of the project.

The land development regulations include *Sec. 110-387. - Permitted uses and dimensional regulations* for Planned Developments provides for increased flexibility in setbacks, step backs and height prior to a rezoning to Planned Development if the design of the development includes voluntary provisions for civic or community enhancements such as ground floor retail, expanded setback, enhanced landscaping, sustainable building practices (LEED) and other design enhancements furthering the policies and strategies of the comprehensive plan.

The Developer has agreed to provide:

- Ninety-two parking spaces available to the public at specific limited hourly rates (no more than \$1.00 over the city's current hourly rate);
- A pedestrian arcade has been provided around a portion of the required ground floor retail and restaurant spaces;
- An extension of Pelican Lane as a private street with a public access easement to provide mid-block vehicle and pedestrian access;

- Green space with restrooms with a public access easement;
- Pedestrian improvements including 10’ wide sidewalks on the three street frontages;
- New crosswalks on Boardwalk Place and 129th Avenue East;
- Roadway improvement by milling and resurfacing Boardwalk Place;
- Access to two properties located adjacent to East End Lane through the garage.

The applicant is requesting Planned Development (PD) flexibility for the following in the Development Agreement:

- Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE;
- Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE;
- Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial;
- Front setback: 0 feet instead of 10 feet for multi-story buildings;
- Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building;
- Balconies, awnings & roof overhang located over ROW: 6-foot encroachment beyond property line on north and south sides of building.
- Visibility Triangle: New building encroaches into 25' property line visibility triangle at the intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').

The above listed items are documented within the Development Agreement.

City staff find that the applicants’ requests are consistent with the City’s Comprehensive Plan, the Countywide Plan, and the John’s Pass Village Activity Center Design Standards and Guidelines. Based on the criteria allowing flexibility in *Sec. 110-387* and the provisions in the City Code for Development Agreements, City Staff recommend approval of John’s Pass Village Hotel Development Agreement.

Consistent with the requirements for Development Agreement review under *Chapter 86, Article IV. – Land Development Agreements, Sec. 86-146. - Planning commission and board of commissioners review* the Planning Commission shall make a recommendation on the Development Agreement to the Board of Commissioners.

On June 1, 2026, the Planning Commission acting as the Local Planning Agency voted 7-0 to recommend approval of the Development Agreement with two conditions:

1. During construction the developer shall provide sufficient signage indicating that Waltz Fish Shak located at 224 Boardwalk Place East is open during construction.
2. At the completion of construction signage shall be place showing that Fisherman’s Alley west of the project be signed by the developer to indicate the street name of Fisherman’s Alley on the developer’s property.

The Development Agreement as discussed at the Board of Commissioners meeting on June 10, 2026 was amended to incorporate the two above items into the agreement, as well as changing the time limit

to apply for a permit to 24 months to be consistent with the requirements for Planned Development in *Sec. 110-397*.

At the meeting on June 10, 2026, the Board of Commissioners requested that the Development Agreements Exhibit G *Fisherman's Alley Garage Access Agreement* be revised to add the language limiting the rate for public parking from the Development Agreement to this easement. By adding the language to the *Fisherman's Alley Garage Access Agreement* this language will be tied to the project after the Development Agreement sunsets at the end of construction.

**Suggested Motion:**

I, commissioner \_\_\_\_\_ move to **approve/deny** the Development Agreement for John's Pass Village Hotel Planned Development.

**Attachments:**

John's Pass Village Hotel Planned Development (PD) Development Agreement - Revised  
Public Notices and Newspaper Ad

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (the “*Agreement*”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 , by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida (the “*City*”), and **JPV HOTEL PROPERTY, LLC**, a Florida limited liability company (the “*Developer*”) (together, the “*Parties*”).

**RECITALS**

A. The Developer is the owner or contract purchaser and developer of those certain tracts of land located within the City of Madeira Beach, Pinellas County, Florida, hereinafter referred to as the “*Property*” and more particularly described in **Exhibit “A”** attached hereto and made a part hereof as if fully set forth herein.

B. The Property, approximately 1.457-acres, located within the Madeira Beach John’s Pass Village Activity Center – Commercial Core District, has a land use designation of Activity Center (“*AC*”) and zoning district designation of John’s Pass Village Activity Center (“*C-1*”).

C. The Developer desires to develop the Property consistent with the concept plans attached hereto as **Exhibit “B”** (collectively, the “*Concept Plan*”) and made a part hereof as if fully set forth herein.

D. The Florida Local Government Development Agreement Act, Florida Statutes §§163-3220 – 163.3243, (the “*Act*”), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements.

E. Such development agreements strengthen the public planning process, encourage sound capital improvements planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the cost of development.

F. The Concept Plan shows a mixed-use development consisting of hotel, commercial/retail, and restaurant/bar uses (the “*Project*”).

G. Upon approval and full execution of the Agreement, the Developer shall permit the water, wastewater and reclaimed water through Pinellas County; permit the stormwater water management system through the Southwest Florida Water Management District (“*SWFWMD*”); permit the solid waste, recreation and open space capacity through the City of Madeira Beach; and fund the improvements on 129th Avenue and Boardwalk Place pursuant to the City's concurrency requirements.

H. The detailed transportation analysis provided by the Developer to the City demonstrates the Project will not lower the transportation levels of service.

I. Certain site access improvements that are not required to satisfy concurrency requirements but which are required to provide adequate access to the Project (“**Off-Site Roadway Improvements**”), generally described in **Exhibit “C”** attached hereto and made a part hereof as if fully set forth herein, shall be designed, funded and constructed by Developer pursuant to the terms and conditions of this Agreement and approval by the City.

J. The development rights of the Project are subject to the conditions of the development rights approval as set forth below.

K. The City has determined that the Concept Plan is consistent with the City’s comprehensive plan, the John’s Pass Village Activity Center, and land development regulations provided for herein.

L. Land restrictions that relate to the Agreement, including but not limited to cross parking easements, ingress/egress easements, and public access easements must be recorded in the public records. The required easements are:

- Park Easement Agreement – the form of which is attached hereto as **Exhibit “D”**.
- Balcony, Roof and Awning Encroachment Easement Agreement – the form of which is attached hereto as **Exhibit “E”**.
- Pelican Lane Extension Access Agreement – the form of which is attached hereto as **Exhibit “F”**.
- Fisherman’s Alley Garage Access Agreement – the form of which is attached hereto as **Exhibit “G”**.

M. The development rights set forth herein are hereby approved pursuant to this Agreement on the Property and as more particularly shown on the Concept Plan (“**Development Rights**”). The Developer shall be allowed to substitute retail space for restaurant space and restaurant space for retail space as long as the combined uses do not exceed the total permitted area of 14,800 square feet and such uses comply with the City’s minimum parking requirements.

N. In consideration of (i) the City’s finding that public facilities and services are sufficient to serve the Project and (ii) the Developer’s commitment and obligation to complete the Off-Site Roadway Improvements, the Developer shall be entitled to apply for and obtain building permits and receive certificates of occupancy for development of the Project..

O. The Development Rights set forth in this Agreement approval are subject to the following conditions:

- (1) Approval of the related development agreement pertaining to the site development of the Property as described and depicted in the Concept Plan.
- (2) Where necessary to accommodate proposed development, the Developer shall be responsible for the removal and/or relocation of any and all existing public utilities located on the Property or within the Development, including the granting of easements located outside the building footprint as may be required. This is regardless of whether the public utilities are known

at the time of site plan approval or discovered subsequent to such approval. Any required relocation will be subject to approval from the City's Public Works Department.

(3) All construction associated with the Project shall be subject to the requirements of the Florida Building Code, Madeira Beach's land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City of Madeira Beach, and FEMA in existence at the time of building permit approval.

(4) All on-site construction activities related to erosion controls shall be applied as required by the National Pollutant Discharge Elimination System, SWFWMD, and the Madeira Beach Code of Ordinances.

(5) Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to the first building inspection for vertical construction.

(6) Final approval of the City's consulting engineer of the civil and utility site plan and construction plans prior to building permits being issued for the Development.

(7) Final approval of the City's Public Works Department of the plans for solid waste collection prior to building permits being issued for the Development.

(8) Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued for the Development.

(9) Final approval of the Community Development Department and the City's consulting civil engineer for the site's compliance with the site plan requirements of Article II of Chapter 110 of the Land Development Code, including but not limited to Section 110-71 for the Development prior to issuance of a Certificate of Occupancy.

(10) Receipt by the City, after diligent effort by the City, of the necessary permits for the construction of the Off-Site Roadway Improvements.

(11) Final approval of the parking count which shall be dependent upon the mix of uses but no less than that which is required by the Code's minimum standards.

(12) Final approval by the Community Development Department.

(13) The Developer shall be responsible for the construction of the Off-Site Roadway Improvements, prior to a Certificate of Occupancy being issued as more specifically set forth on **Exhibit "C"** attached hereto.

(14) The vacation of Fisherman's Alley from Village Boulevard to East End Lane (Lee Avenue).

(15) The Developer designing, constructing and maintaining the dedicated green space areas.

(16) In return for the conversion of three (3) parking spaces adjacent to Village

Boulevard into a short-term parking space for delivery vehicles to serve nearby properties the Developer will provide two (2) publicly accessible parallel parking spaces adjacent to Fisherman’s Alley on the north side of the new dedicated greenspace area (see as shown on **Exhibit “B”**).

(17) The execution and recordation of the easement and access agreements referenced in Recital L. above.

(18) During construction of the Project, the Developer shall provide sufficient signage indicating that Waltz Fish Shak, located at 224 Boardwalk Place East, is open during construction of the Project.

(19) At the completion of construction, signage shall be placed showing that Fisherman’s Alley west of the Project be signed by the Developer to indicate the street name of Fisherman’s Alley on the Developer’s Property.

**FOR AND IN CONSIDERATION** of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the Parties, it is hereby agreed between the Parties as follows:

**THE AGREEMENT BETWEEN THE PARTIES**

1.0 Recitals. The foregoing recitals are true and correct and are incorporated herein by reference. All exhibits to this Agreement are incorporated by reference and deemed to be part hereof.

2.0 Authority. This Agreement is authorized by the Act and Sections 86-141 through 86-149 of the Code of Ordinances of the City of Madeira Beach.

3.0 Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the Public Records of Pinellas County (“*Effective Date*”).

3.1 In the event that this Agreement is subject to termination pursuant to Paragraph 4 below or otherwise provided in the Agreement, either party may record an affidavit signed by all Parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida, reflecting that such termination has occurred and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement have occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that the Developer’s fee simple title is encumbered by any mortgages, liens, or other rights of third persons which are not subordinated to the terms, conditions, covenants, and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement.

3.2 This Agreement shall be superior to any mortgages, liens, or other rights of

third persons. Any mortgages or liens or encumbrances on the Property created contemporaneously or after the Effective Date of this Agreement shall be subject to and subordinate to the terms of this Agreement.

3.3 In the event that this Agreement is not executed by the Developer on or before 5:00p.m., on \_\_\_\_\_, 2026, this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

4.0 Duration of Agreement.

4.1 Commencement Date. If there is not an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Commencement Date shall be the Effective Date (“**Commencement Date**”). In the event that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Commencement Date of this Agreement shall be extended and shall commence upon the final disposition of such litigation, including all appeals and upon all rights of appeal having expired. In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion this Agreement impossible or unacceptable to one of the Parties, either party may choose to terminate this Agreement within thirty (30) days of the rendering of such ruling, by providing written notice to the other party and the Parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the Parties shall work together to restore the material benefit if such is reasonably possible.

4.2 Termination. This Agreement shall terminate upon the earlier of the following dates: (i) as permitted by Paragraph 4.1 herein; (ii) the date on which the construction of the Project is complete and issuance of a valid Certificate of Occupancy for the Project; or (ii) fifteen (15) years from the Commencement Date. So long as there is active construction activity on the Property consistent with this Agreement, the Agreement shall be deemed effective. This time period may be extended by mutual agreement of the Parties. The recordation of a valid and final Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

4.3 Notwithstanding anything in the Code to the contrary, the Parties agree that the Developer shall have twenty-four (24) months from the Commencement Date of the Agreement to file an application for building permit for commencement of development in accordance with Section 110-397 of the Madeira Beach Code of Ordinances.

5.0 Third Party Rights. The Parties represent to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party’s rights or by the rights of contract vendees, lien holders, mortgage holders, or any other party with a direct or contingent interest in the Property, whether legal or equitable. Any lienholder or mortgagee shall have the

right to perform any term, covenant, or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Developer.

6.0 Law and Ordinance Compliance. Ordinances, policies, or procedures adopted after the Effective Date of this Agreement shall not apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2025). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such-as but not limited to fire codes, that may conflict with the provisions herein or may impose additional-burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The Parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity/of' complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Property. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid by Developer in accordance with their terms and in such amount applicable as they become due and payable.

7.0 No Estoppel. The Parties agree that prior to the approval of this Agreement by the Board of Commissioners, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, staff approval or recommendation relative to the proposed development and any other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Agreement is not approved by the Board of Commissioners or for any other reason does not take effect in all material respects. The Parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

8.0 No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership, or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

9.0 Concept Plan. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Madeira Beach, the Parties agree that the property will be developed in substantial conformance with the Concept Plan as such Concept Plan may be modified by the requirements of other state and county governmental

agencies having jurisdiction over the development of the Property. The use of the Property after development is the reason that the Board of Commissioners exercised its legislative authority and entered into this Agreement. Except as may be authorized by the Parties hereto, any substantial deviation from the commitments made by the Parties herein shall be considered material defaults in this Agreement unless otherwise approved by the City or contemplated herein. The City of Madeira Beach shall not consent to any substantial modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety, and welfare. The following specific requirements shall also be met:

9.1 The Property shall be developed and landscaped in accordance with the Concept Plan, however, the landscaping details shall be determined during the permitting process for the Project. The landscaping within the Property and the landscaping within the dedicated greenspace are described on **Exhibit "B"** shall be maintained by the Developer. The purpose of landscaping and the continued development and care of the landscaping on the Property is, in part, for the benefit of the abutting property owners and to screen light, noise, and other possible negative aspects of the development. Such landscaping shall be provided prior to a certificate of occupancy being issued and will be maintained in good and health conditions at all times by the Developer.

9.2 With the exception of minor modifications allowed pursuant to Section 110-396 of the Code, there shall not be any substantial deviation from the provisions of the Concept Plan unless such is approved by the Board of Commissioners of the City of Madeira Beach at a public hearing conducted for such purpose and this Agreement is modified in writing by the Parties thereto for the purpose of agreeing to such deviation.

9.3 Ingress and egress to the Property shall be as shown on the Concept Plan.

9.4 Uses, building heights, setbacks, number of stories, stepbacks for upper floors, balconies located over rights-of-way (if any), and location will be as shown on the Concept Plan. The architectural style reflected in the Concept Plan is conceptual in nature and may be modified by the Developer pursuant to the design standards in Appendix D, Section D-113 of the Code.

9.5 This Agreement and the Concept Plan attached hereto specify certain minimum setbacks, building heights, sign sizes, and similar dimensional requirements and agreements. No substantial changes may be made in these agreed upon dimensional requirements except by an amendment to this Agreement which revised amendment is legislatively considered by the Board of Commissioners and agreed to by the Board of Commissioners, set forth in writing as an amendment to this Agreement and executed by the Parties hereto or their successors or assigns. The Developer specifically waives and relinquishes any right to change the terms of this Agreement through any administrative or legal process, including a decision of a court of competent jurisdiction, unless agreed to by the Parties. Notwithstanding the foregoing, minor modifications to the dimensional requirements and reductions in height, density, or intensity that do not exceed 40% of the permitted dimensional requirements are not contrary to the purpose and

intent of this Agreement and may be included in the final site plan process without an amendment hereto so long as the minimum parking requirement is maintained. If the Developer reduces the number of hotel rooms that would otherwise be located on one floor, such reduction shall not require a reduction in the total number of floors within the structure as long as the floor being replaced provides public parking spaces within the garage.

9.6 Off-Site Roadway Improvements. Certain site access improvements that are not required to satisfy transportation concurrency requirements but which are required to provide adequate access to the Project, as generally described on the Concept Plan shall be designed, funded and constructed by Developer pursuant to the terms and conditions of this Agreement. The Developer shall mill and resurface Boardwalk Place E from Village Boulevard to East End Lane as part of the off-site roadway improvements required by this Agreement.

9.7 Public Access. The Concept Plan proposes areas within the Project that shall be accessible by the public as generally depicted on **Exhibits “D” and “F”** attached hereto and made a part hereof as if fully set forth herein. The Developer shall fund, design, permit and maintain such public access areas. Prior to completion of the Project upon which such public access areas are located, the Developer shall cause to be recorded an access easement in favor of the public.

9.8 Design Standard. The pedestrian sidewalk and crosswalk, landscaping, hardscape, streetscape and other features shall be consistent with the Concept Plan, the details of which shall be determined during the permitting process for the Project. The Project shall include sidewalks along Boardwalk Place, East End Lane, and 129th Avenue that are a minimum of 10-feet in width for the length of the Project. In addition, the Project shall include a walkway that is a minimum of 10-feet in width along the east side of the Pelican Lane extension that runs through the Property (see **Exhibit “B”** attached).

9.9 Planned Development Zoning Flexibility. Section 110-387 of the city’s land development regulations provides for increased flexibility in setbacks, step backs and height prior to a rezoning to Planned Development if the design of the development includes voluntary provisions for civic or community enhancements such as ground floor retail, expanded setback, enhanced landscaping, sustainable building practices (LEED) and other design enhancements furthering the policies and strategies of the comprehensive plan. The Developer has agreed to provide 92 public parking spaces at specific limited hourly rates, an extension of Pelican Lane to provide mid-block vehicle and pedestrian access, public green space with restrooms, pedestrian improvements including 10’ wide sidewalks, new crosswalks, improvements to Boardwalk Place and public greenspace in the project. The parking garage

|  |  |
|--|--|
| PD flexibility requested for the following:  |  |
| Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE  |  |
| Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE   |  |
| Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial  |  |
| Front setback: 0 feet instead of 10 feet for multi-story buildings   |  |
| Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building  |  |
| Balconies located over ROW: 6 foot encroachment beyond property line on north and south sides of building  |  |
| Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6'). |  |

is also designed to be hidden from view by a liner building on the south, east and west sides which includes ground floor retail. The design of the project also minimizes the impact on the adjacent small-scale development by the step back of the building. The top floor of the building is also proposed to be further stepped back to minimize the appearance of height. These design features are consistent with the city’s comprehensive plan, the Countywide Plan, and the John’s Pass Village Activity Center Design Standards and Guidelines. Based on these design features and the flexibility allowed by the land development regulations the City supports the following flexibility requests:

9.9.1 Building Height. The Developer requests that the allowable building height for the Project be increased from 55-feet above developable flood elevation to a maximum of 79-feet above developable flood elevation.

9.9.2 Number of Stories. The Developer requests that the number of allowable stories for the Project be increased from 4 stories over ground-level commercial to 5 stories over ground-level commercial.

9.9.3 Front Setback. The Developer requests that the front setback be reduced from 10-feet for multi-story buildings to 0-feet for this Project.

9.9.4 Upper-Floor Setbacks. The Developer requests that the setbacks for the upper-floors of the Project be reduced from 10-feet for the lower 5 stories of the building to 0-feet.

9.9.5 Balcony, Roof and Awning Overhangs Over Right-of-Way. The Developer requests that the Project be granted a 6-foot encroachment beyond the property line on the north and south sides of the building to allow for balconies, roof and awning overhangs to extend over the right-of-way.

9.9.6 Visibility Triangles. The Developer requests that the building be permitted to encroach into the 25-foot visibility triangles by 10.7 feet at the intersection of East End Lane and 129th Avenue East and by 2.6 feet at the intersection of East End Lane and Fisherman’s Alley.

9.10 Minimum Spaces, Public Parking & Rates. The Project is required to include a minimum of 175 parking spaces for the proposed uses. The Developer is including an additional 92 parking spaces which will be offered to the public at a rate which is the higher of \$5.50 per hour or \$1.00 more than the average rate being offered by the City within the John’s Pass Village Activity Center.

9.11 Delivery Zone and Re-Location of Public Spaces. As part of the Project, the Developer and the City desire to convert 3 parking spaces adjacent to Village Boulevard into a short-term parking space for delivery vehicles to serve nearby properties. In exchange for the conversion of these 3 spaces, the Developer will include 2 publicly accessible parallel parking spaces adjacent to Fisherman’s Alley on the north side of the new dedicated greenspace area (see as shown on Exhibit “B”).

9.14 Easements and Access Agreements. The Project requires easements and access agreements which include, but are not limited to:

- (i) Balcony, Roof and Awning Encroachment Easement Agreement;
- (ii) Park Easement Agreement;
- (iii) Pelican Lane Extension Access Agreement; and
- (iv) Fisherman’s Alley Garage Access Agreement.

10.0 Public Infrastructure. The Developer at its sole cost, shall design, construct, and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and lands necessary to serve the Project which are shown on the Concept Plan, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected, and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to tile City, as shown on the approved engineering construction drawings.

10.1 Public infrastructure facilities necessary to service the Project shall be complete, and approved for acceptance by the City and/or the governmental agency having authority, prior to the issuance of a certificate of occupancy for the Project. Alternatively, the Developer shall provide the appropriate, letter of credit in a form satisfactory to the City Attorney, drawable on or through a local Pinellas County bank. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that certificates of occupancy are issued for the Project and public access and facilities to serve the proposed structures are available in accordance with City regulations.

10.2 Public Facilities. The City shall cooperate with Developer in its efforts to have Pinellas County cause to be provided to the boundary of the Property the following facilities, to wit: infrastructure and services for fire protection, potable water, and sanitary sewer to meet domestic and fire flow levels of service as required for the Project by the City and other applicable regulations.

11.0 Permits. Development permits, which may need to be approved and issued, include, but are not limited to, the following:

- 11.1 City of Madeira Beach building permits.
- 11.2 Southwest Florida Water Management District surface water management permit.
- 11.3 Pinellas County Utility Permit.
- 11.4 All other approvals or permits as required by existing governmental

regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement. Permits for the Off-Site Roadway Improvements shall be obtained by the City with diligent effort; however, any permitting, design and construction costs associated with those improvements shall be the sole cost of the Developer.

12.0 Dedication of Land for Public Purposes. To the extent that Developer has not done so, Developer shall dedicate those portions, if any, of the Property required for water, sanitary sewer, drainage, utilities, and other publicly owned properties by plat dedication, warranty deed, easement, or by title instrument satisfactory to the City. Developer shall also dedicate such lands, if any, as necessary for the proposed park as shown on the Concept Plan.

13.0 Impact Fees. The City has estimated the impact fees that the Developer shall pay to the City as follows, subject to credits issued for prior development of property:

SEE ATTACHED AS EXHIBIT “H”.

14.0 Recycling. The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Project lands.

15.0 Annual Review. The City shall review the Project once every twelve (12) calendar months from the Commencement Date.

16.0 Recordation. Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida, and a copy of the recorded Agreement shall be submitted to the Florida Department of Commerce within fourteen (14) days after the Agreement is recorded. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the Parties to this Agreement

17.0 Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon the Developer and upon all persons deriving the title by, through, or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Property, and the City for the term hereof.

18.0 Legislative Act. This Agreement is agreed to be a legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgages, lien holders, or other persons with a legal or equitable interest in the Property and this Agreement and the obligations and responsibilities

arising hereunder as to the Developer shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any existing mortgage holder, lienholder, or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

19.0 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The Parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property shall be subject to the laws, ordinances and regulations of the City of Madeira Beach as they exist as of the date of this Agreement. Any oral agreements, agreements created by written correspondence or any other matters previously discussed or agreed upon between the Parties are merged herein.

20.0 Enforcement. The Parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees at mediation, trial, and through any appellate proceedings.

20.1 Except as provided above, the Parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

21.0 Execution. The Developer represents and warrants that this Agreement has been executed by all persons having equitable title in the subject Property. The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the Board of Commissioners of the City of Madeira Beach has authorized the execution of this Agreement by the appropriate City officials.

22.0 Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

23.0 Estoppel Certificates. Within twenty (20) days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by

City or Developer, if that be the case: and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or may request that the City Manager be directed by the Board of Commissioners to respond to the estoppel certificate request in a timely manner.

24.0 Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

25.0 Default. Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event the City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorneys' fees at mediation, trial and through any appellate proceedings.

26.0 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Air Borne Express, or similar overnight delivery services, addressed as follows:

To the Developer:  
JPV Hotel Property, LLC  
Attn: William F. Karns, Manager  
101 150th Avenue  
Madeira Beach, FL 33708

To the City:  
Michael Helfrich, City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

With copies to:  
Brian J. Aungst, Jr., Esq.  
Macfarlane, Ferguson & McMullen, P.A.  
625 Court Street, Suite 200  
Clearwater, FL 33756

With copies to:  
Thomas J. Trask, Esq., City Attorney  
Trask Daigneault, LLP  
1001 S. Ft. Harrison Avenue, Ste. 201  
Clearwater, FL 33756

Notice shall be deemed to have been given upon receipt or refusal.

27.0 Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the Parties of this Agreement.

28.0 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

[Signature Page(s) to Follow]

[Rest of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and their respective seals affixed as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

In The Presence Of:

JPV HOTEL PROPERTY, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Karns, its Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by WILLIAM F. KARNs, as Manager of JPV Hotel Property, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(NOTARY SEAL)

CITY OF MADEIRA BEACH

By: \_\_\_\_\_  
Michael Helfrich, City Manager

Attest:

By: \_\_\_\_\_  
Clara VanBlargan, City Clerk

Countersigned:

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

Approved as to Form:

By: \_\_\_\_\_  
Thomas J. Trask, Esq., City Attorney

**EXHIBIT A**  
**Description of Property**

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**EXHIBIT B**  
**Concept Plan**

*See attached.*

# JOHNS PASS VILLAGE RESORT PLANNED DEVELOPMENT PLAN

SECTION 15, TOWNSHIP 31 S, RANGE 15 E  
MADEIRA BEACH, FLORIDA

SITE DATA TABLE

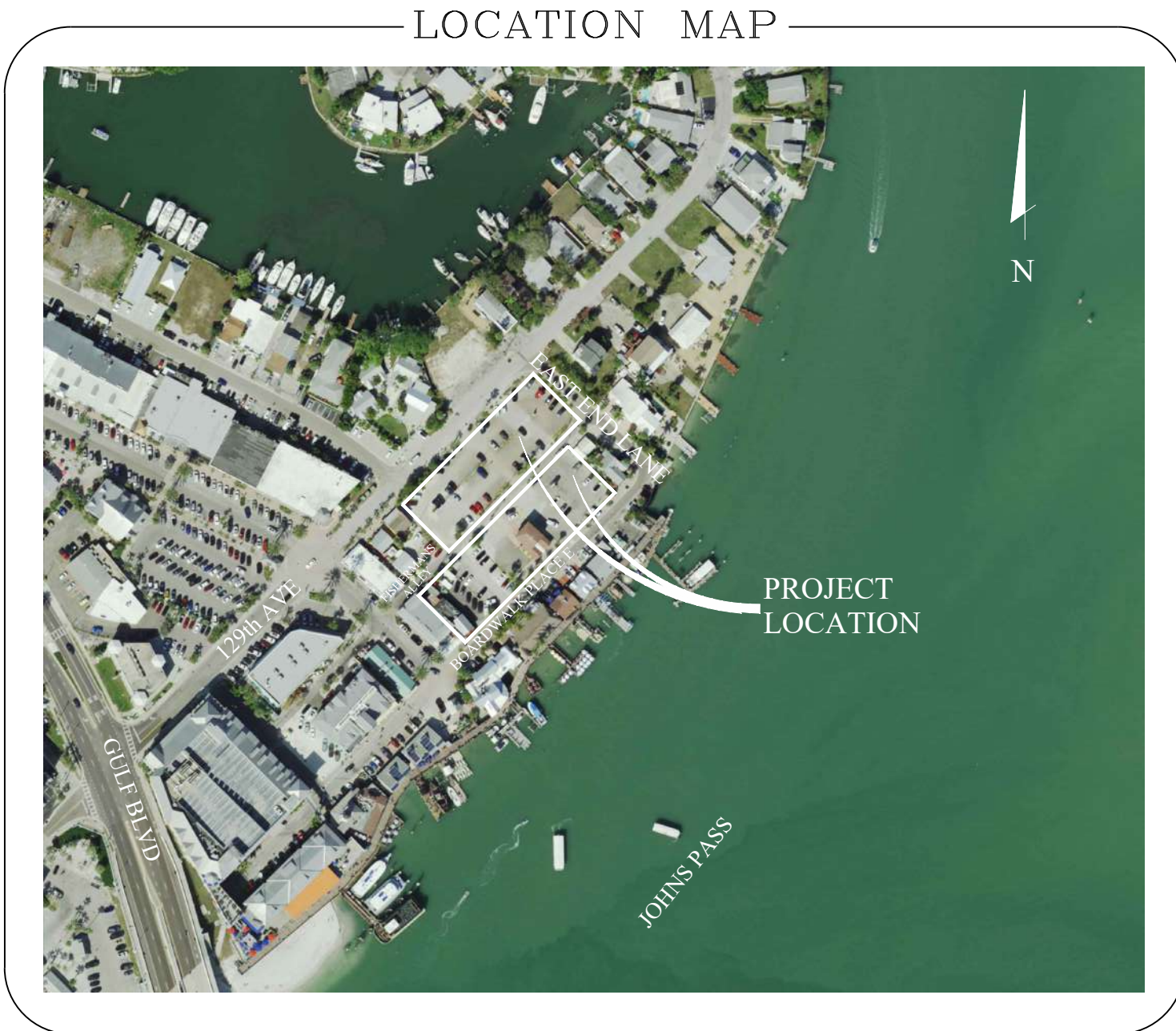
| SITE DATA TABLE          |   |   |  |
|--------------------------|---|---|--|
| Site Address             | 125 129th Avenue East, Madeira Beach, Florida 33708   |   |  |
| Parcel ID Numbers        | 15-31-15-58320-001-0020<br>15-31-15-58320-001-0060<br>15-31-15-58320-001-0090<br>15-31-15-58320-001-0170  | 15-31-15-58320-001-0040<br>15-31-15-58320-001-0070<br>15-31-15-58320-001-0140<br>15-31-15-58320-001-0190  | 15-31-15-58320-001-0050<br>15-31-15-58320-001-0080<br>15-31-15-58320-001-0160<br>15-31-15-58320-001-0200   |
| Flood Zone               | Parcels are in flood zone "AE (EL 10)" and "AE (EL 11)" and "VE (EL 13)", according to the flood insurance rate map, map numbers: 12103C0191H and 12103C0192H, map effective date, August 21, 2021, as provided by the Federal Emergency Management Agency. This parcel, or a portion thereof, appears to be in the Coastal "A" zone.   |   |  |
| Proposed Uses            | Hotel: 87 units (24 studios, 32 one-bedroom, 28 two-bedroom, 3 three-bedroom)<br>Retail: 7,550 square feet<br>1st Floor Restaurant: 3,350 square feet (134 seats: 1 per 25 square feet)<br>1st Floor Café: 1,000 square feet (40 seats: 1 per 25 square feet)<br>6th Floor Restaurant: 3,900 square feet (260 seats: 1 per 15 square feet of dining space)<br>Event Space: 2,800 square feet (187 seats: 1 per 15 square feet)  |   |  |
| Existing Zoning          | C-1, John's Pass Village Activity Center (Commercial Core)  |   |  |
| Site Area                | North Parcels:<br>South Parcels:<br>Vacated Alley:<br>Total:  | 27,952 square feet<br>31,928 square feet<br>3,604 square feet<br>63,484 square feet   | 0.642 acres<br>0.733 acres<br>0.083 acres<br>1.457 acres   |
| Lot Width (129th Ave)    | Required: 40 feet   | Proposed: 280 feet  |  |
| Lot Width (Boardwalk Pl) | Required: 40 feet   | Proposed: 320 feet  |  |
| Lot Depth                | Required: 80 feet   | Proposed: 100 feet  |  |
| Allowable Building Area  | 63,484 square feet x 2.0:   | 126,968 square feet   |  |
| Allowable Density        | 1.457 acres x 60:   | 87 units  |  |
| Existing Building Area   | 15-31-15-58320-001-0060<br>15-31-15-58320-001-0130<br>Total:  | 2,200 square feet<br>924 square feet<br>3,124 square feet   | Retail (to be demolished)<br>Retail (to be demolished)   |
| Proposed Building Area   | New Hotel:<br>New Restrooms:<br>Total:  | 126,744 square feet<br>224 square feet<br>126,968 square feet   |  |
| Proposed Density         | New:  | 87 units  | 58.7 units per acre  |
| Allowable ISR            |   | 53,961 square feet  | 85.0% of site  |
| Proposed ISR             | Building Footprint:<br>Arcade/Porte Cochere:<br>Paving/Sidewalk:<br>Total:  | 41,628 square feet<br>6,714 square feet<br>5,352 square feet<br>53,278 square feet  | 65.6% of site<br>10.6% of site<br>8.4% of site<br>84.6% of site  |
| Open Space               | Landscaping:<br>Permeable Pavers:<br>Total:   | 7,560 square feet<br>2,230 square feet<br>9,790 square feet   | 11.9% of site<br>3.5% of site<br>15.4% of site   |
| Required Parking         | Hotel units (2 bedrooms):<br>Hotel units (3 bedrooms):<br>1st Floor Retail:<br>1st Floor Restaurant:<br>Hotel Café and Restaurant:<br>Event Space:<br>Pool and pool terrace:<br>Subtotal:<br>50% Johns Pass Activity Center Reduction:  | 84 x 1.2<br>3 x 2.2<br>7,550 sf / 300<br>134 seats / 4<br>19 employees / 2<br>300 seats/4<br>41 employees / 2<br>187 seats / 6 seats<br>9,500/200<br>349.8 spaces<br>175 spaces | 100.8 spaces<br>6.6 spaces<br>25.2 spaces<br>33.5 spaces<br>9.5 spaces<br>75.0 spaces<br>20.5 spaces<br>31.2 spaces<br>47.5 spaces<br>349.8 spaces<br>175 spaces |
| Proposed Parking         | Hotel Parking:<br>Paid Public Parking:<br>Total Parking:  | 175 spaces<br>92 spaces<br>267 spaces (including 2 van accessible and 6 handicap spaces)  |  |
| Allowable Height         | Lots over 0.5 acres:  | 55 feet above DFE   | 4 stories over ground floor commercial   |
| Proposed Height          |   | 79 feet above DFE   | 5 stories over ground floor commercial   |
| Allowable Setbacks       | Front Yard:<br>(129th and Boardwalk)<br><br>Street Side Yard:<br>Interior Side Yard:  | Multi-story buildings<br>One-story buildings<br>Stairs, elevators<br>Balconies, awnings   | 10 feet<br>0 feet<br>0 feet<br>0 foot encroachment over ROW<br>10 feet<br>10 feet on one side  |
| Proposed Setbacks        | Front Yard:<br>(129th and Boardwalk)<br><br>Street Side Yard:<br>Interior Side Yard:  | First five stories<br>Sixth floor<br>Balconies, awnings<br>One-story restroom building<br><br>Hotel<br>Park Trash Room, Restrooms   | 0 feet<br>10 feet<br>6 foot encroachment<br>0 feet<br>10 feet<br>8 feet<br>1 foot  |
| PD                       | PD flexibility requested for the following:<br>Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE<br>Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE<br>Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial<br>Front setback: 0 feet instead of 10 feet for multi-story buildings<br>Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building<br>Balconies, awnings & roof overhang located over ROW:<br>6 foot encroachment beyond property line on north and south sides of building<br>Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6'). |   |  |

DRAWING INDEX

| SHEET | TITLE                    |
|-------|--------------------------|
| C1    | COVER SHEET              |
| C2    | EXISTING CONDITIONS      |
| C3    | PLANNED DEVELOPMENT PLAN |
| C4    | MOBILITY ACCESS PLAN     |
| C5    | UTILITY PLAN             |
| C6    | PLANNED DEVELOPMENT PLAN |

LEGAL DESCRIPTION

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



PROJECT DIRECTORY

OWNERS: JVP HOTEL PROPERTY, LLC  
101 150TH AVENUE  
MADEIRA BEACH, FL 33708

DEVELOPER: WILLIAM KARNES ENTERPRISES, INC  
101 150TH AVENUE  
MADEIRA BEACH, FL 33708  
PHONE: 727-367-3000

CIVIL ENGINEER: GULF COAST CONSULTING, INC  
13825 ICOT BOULEVARD, SUITE 605  
CLEARWATER, FL 33760  
PHONE: 727-524-1818  
ATTN: SEAN P. CASHEN, P.E. 42505

SURVEYOR: GEODATA SERVICES, INC  
1166 KAPP DRIVE1  
CLEARWATER, FL 33765  
PHONE: 727-447-1763

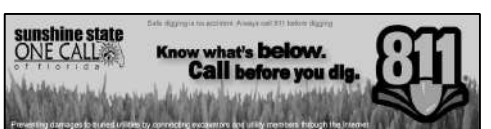
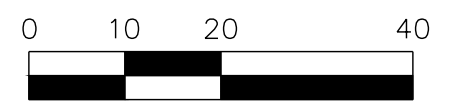
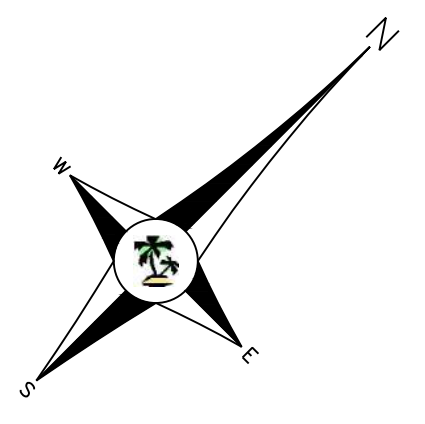
PREPARED FOR:  
**WILLIAM KARNES ENTERPRISES, INC**  
101 150th AVENUE  
MADEIRA BEACH, FL 33708



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[www.gulfcoastconsultinginc.com](http://www.gulfcoastconsultinginc.com)

25-003  
DATE: 04/03/2025  
REVISED: 03/13/2026  
JOHNS PASS VILLAGE RESORT

SEAN P. CASHEN  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
LICENSE NO. 42505  
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| STRUCTURE # | TYPE   | RIM ELEV | INV DIR       | INV ELEV |                               |
|-------------|--------|----------|---------------|----------|-------------------------------|
| SD-1        | GI     | 3.47     | NW            | -0.53    |                               |
| SD-2        | MH     | 3.02     | SW            | -0.53    |                               |
| SD-3        | MH     | 2.96     | SW            | -0.47    |                               |
| SD-4        | GI     | 2.77     | NW            | 0.66     |                               |
| SD-5        | MH     | 3.02     | BOTTOM        | -4.88    | FULL OF WATER                 |
| SD-6        | GI     | 2.68     | SW            | 1.17     |                               |
| SD-7        | GI     | 2.20     | BOTTOM        | -2.40    | CONFLICT BOX 8" SAN INV -1.12 |
| SD-8        | MH     | 3.14     | SW            | 0.14     |                               |
| SD-9        | GI     | 2.97     | SW            | 0.29     |                               |
| SD-10       | MH     | 3.19     | NOT AVAILABLE | 0.29     |                               |
| SD-11       | GI     | 2.88     | NW            | 0.18     | CONFLICT MH 8" SAN INV 0.61   |
| SD-12       | MH     | 4.37     | NE            | 0.37     |                               |
| SD-13       | CURB I | TOP 4.24 | SE            | 1.14     | GRATE EL 3.92                 |
| SD-14       | CURB I | TOP 4.25 | W             | 0.55     | GRATE EL 3.48                 |
| SD-15       | MH     | 4.52     | E             | 0.12     |                               |

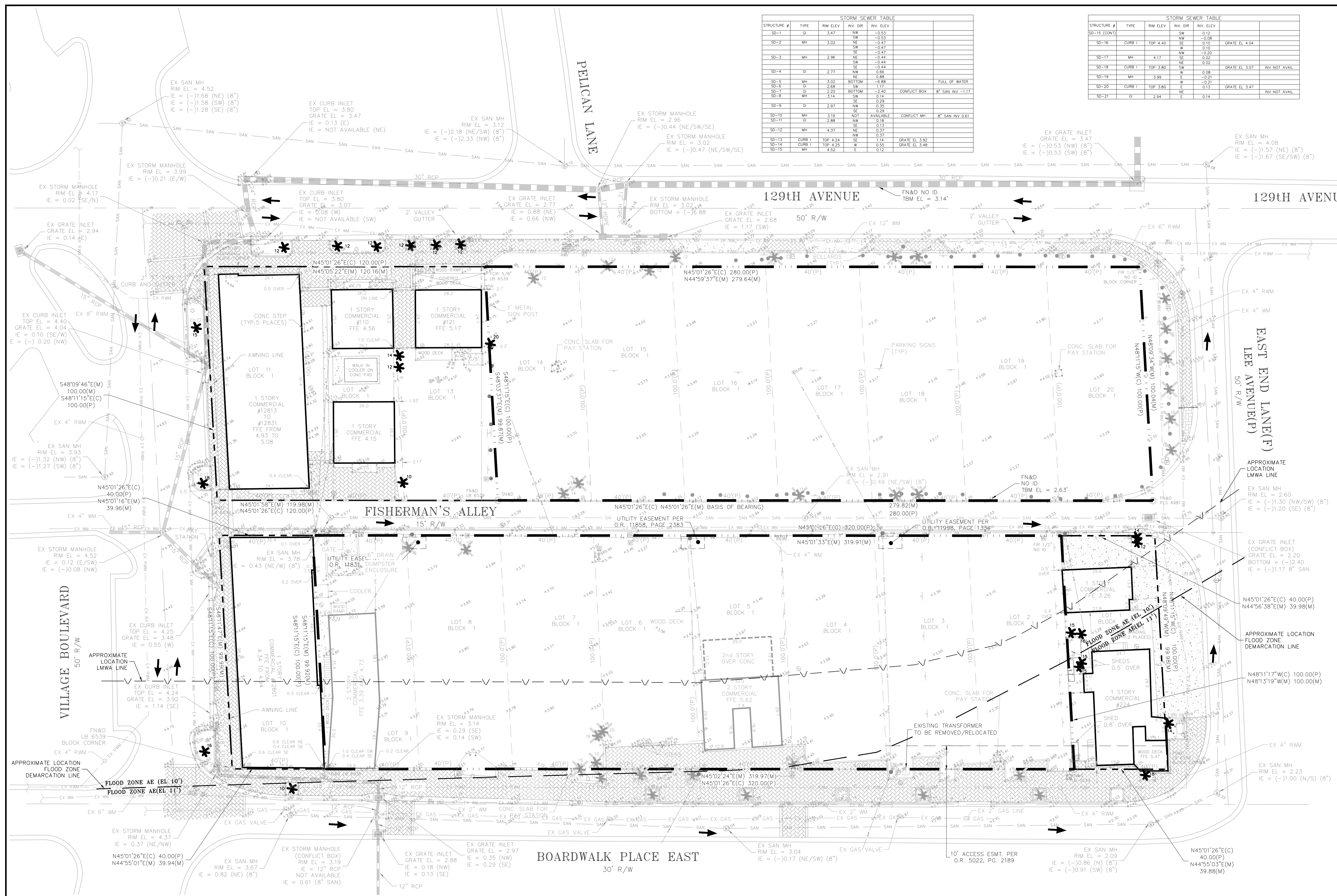
| STRUCTURE # | TYPE   | RIM ELEV | INV DIR | INV ELEV |                             |
|-------------|--------|----------|---------|----------|-----------------------------|
| SD-15 (CON) |        |          |         |          |                             |
| SD-16       | CURB I | TOP 4.40 | NW      | -0.08    | GRATE EL 4.04               |
| SD-17       | MH     | 4.17     | SW      | -0.20    |                             |
| SD-18       | CURB I | TOP 3.60 | SE      | 0.02     | GRATE EL 3.07 INV NOT AVAIL |
| SD-19       | MH     | 3.99     | E       | -0.21    |                             |
| SD-20       | CURB I | TOP 3.80 | E       | 0.13     | GRATE EL 3.47               |
| SD-21       | GI     | 2.94     | E       | 0.14     | INV NOT AVAIL               |

**FLOOD ZONE NOTE:**  
SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONES AE (EL 10), AE (EL 11) & VE (EL 13), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12103C0191H & 12103C0192H, DATED AUGUST 24, 2021. THIS PARCEL, OR A PORTION THEREOF, APPEARS TO BE IN A COASTAL "A" ZONE.

**DATUM NOTE:**  
THE VERTICAL DATA SHOWN HERE ARE THE RESULTS OF A CONTROL SURVEY PERFORMED BY GLOBAL POSITIONING SYSTEM (GPS) METHODS. THIS GPS SURVEY WAS PERFORMED BY A CREW FROM GEDATA SERVICES, INC., CLEARWATER, FLORIDA, AND ESTABLISHED BY GPS OBSERVATIONS USING 3 SOKKIA STRATUS RECEIVERS - STATIC LI GPS SYSTEM, AND ADJUSTED WITH SOKKIA SPECTRUM V4.21 SOFTWARE. VERTICAL DATA SHOWN HEREON ARE IN NAVD 88, FLORIDA WEST ZONE; HOLDING PBE 147 USE HAVING A PID NUMBER OF AG0767 AND A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK DESIGNATED BM 15-90-DA-25A TO SET A SITE TBM.

- SYMBOL LEGEND**
- = Backflow Preventor
  - = Cable Box
  - = Centerline
  - = Cleanout
  - = Decorative Light
  - = Drainage Manhole
  - = Fire Hydrant
  - = Grease Trap
  - = Guy Anchor
  - = Handicap
  - = Lightpole
  - = Mailbox
  - = Power Box
  - = Sanitary Manhole
  - = Sign
  - = Grate Inlet
  - = Spot Elevation
  - = Telephone Box
  - = Utility Pole
  - = Water Meter
  - = Water Valve
  - = Well

| MANHOLE # | RIM ELEV | INV DIR | INV ELEV | PIPE SIZE IN INCHES |
|-----------|----------|---------|----------|---------------------|
| SS-1      | 4.08     | NE      | -1.57    | 8                   |
|           |          | SW      | -1.67    | 8                   |
|           |          | SE      | -1.67    | 8                   |
| SS-2      | 2.80     | NW      | -1.30    | 8                   |
|           |          | SW      | -1.30    | 8                   |
| SS-3      | 2.91     | NE      | -0.49    | 8                   |
|           |          | SE      | -0.49    | 8                   |
| SS-4      | 3.78     | NE      | 0.43     | 8                   |
|           |          | W       | 0.43     | 8                   |
| SS-5      | 2.23     | N       | -1.00    | 8                   |
|           |          | SE      | -0.86    | 8                   |
| SS-6      | 2.09     | SW      | -0.91    | 8                   |
| SS-7      | 3.04     | NE      | -0.17    | 8                   |
|           |          | SW      | -0.17    | 8                   |
| SS-8      | 3.67     | NE      | 0.82     | 8                   |
| SS-9      | 3.12     | NE      | -2.18    | 8                   |
|           |          | SE      | -2.18    | 8                   |
| SS-10     | 4.52     | NW      | -2.33    | 8                   |
|           |          | SW      | -1.58    | 8                   |
| SS-11     | 3.93     | NW      | -1.32    | 8                   |
|           |          | SW      | -1.27    | 8                   |



DESIGNED: SPC  
DRAWN: MKC  
CHECKED: SPC  
DATE: 03/20/25

**Gulf Coast Consulting, Inc.**  
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Phone: (727) 524-1818 Fax: (727) 524-6090  
WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
101 150th AVENUE  
MADEIRA BEACH, FL 33708  
PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
EXISTING CONDITIONS PLAN

| NO | DATE     | REVISIONS                       |
|----|----------|---------------------------------|
| 1  | 03/09/26 | REVISED FLOOD ZONES & LFWA LINE |

SEAN P. CASHEN  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
LICENSE NO. 42909

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SEAN P. CASHEN ON THE DATE INDICATED HERE.

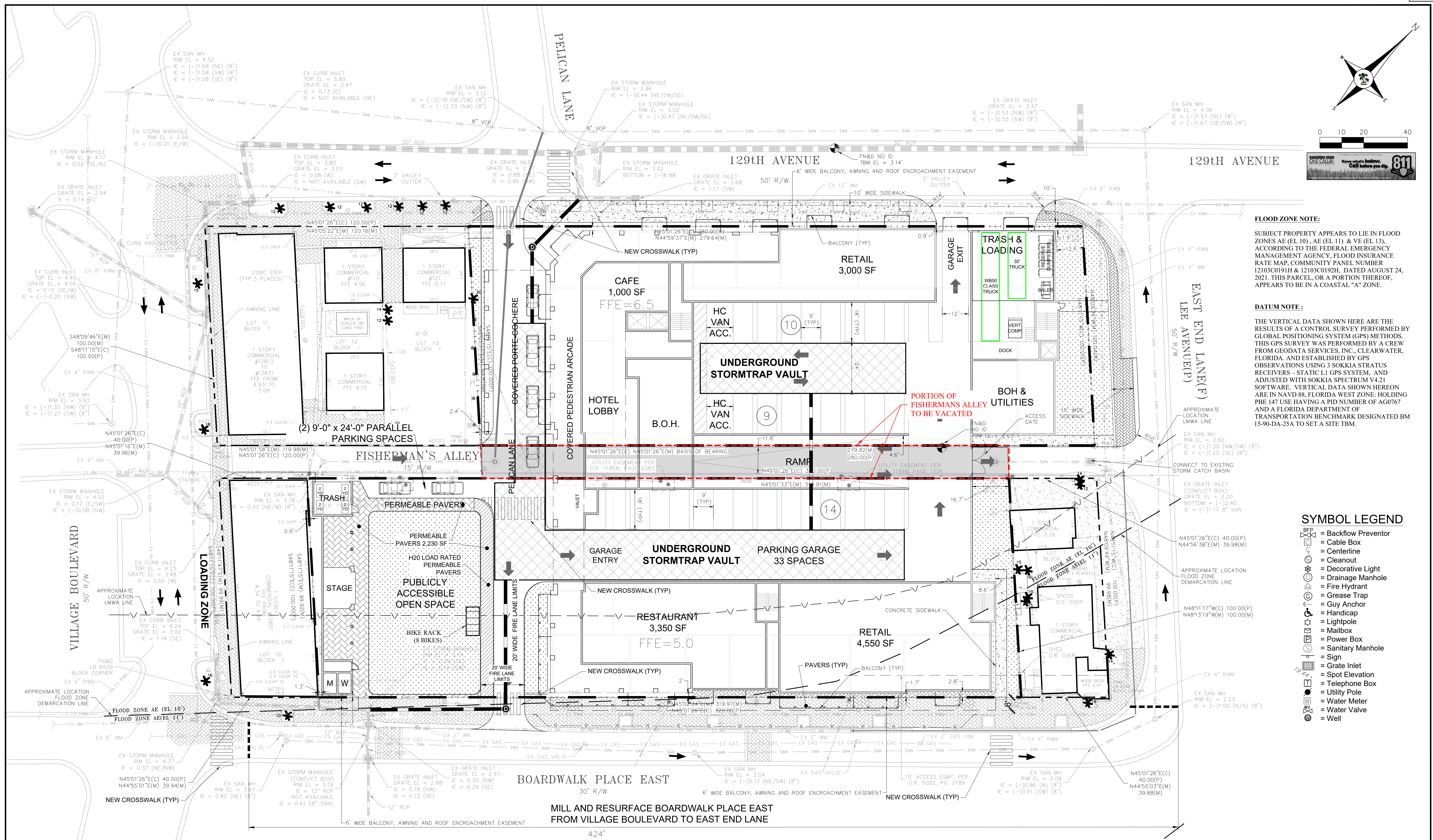
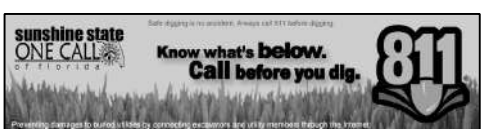
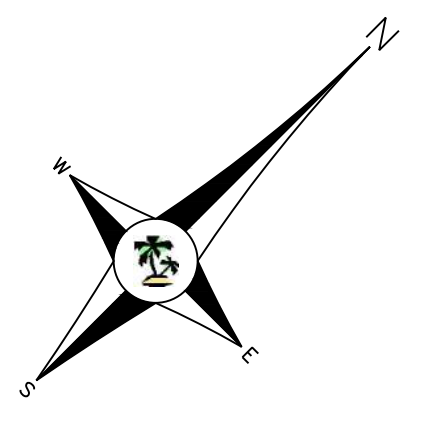
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GULF COAST CONSULTING, INC.  
CERTIFICATE OF AUTHORIZATION No. 9774

DATE: 03/20/25

SHEET: 25-003

**C2**



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  - = Sign
  - = Grate Inlet
  - = Spot Elevation
  - = Telephone Box
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  - = Water Meter
  - = Water Valve
  - = Well

DESIGNED: SPC  
DRAWN: MKC  
CHECKED: SPC  
QC:

**Gulf Coast Consulting, Inc.**  
Land Development Consulting  
ENGINEERING, TRANSPORTATION, PLANNING, PERMITTING  
13825 ICOL BLVD., SUITE 605  
CLEARWATER, FLORIDA 33760  
Phone: (727) 524-1818 Fax: (727) 524-6090  
WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
101 150th AVENUE  
MADEIRA BEACH, FL 33708  
PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
PLANNED DEVELOPMENT PLAN

| NO | DATE     | REVISIONS                           |
|----|----------|-------------------------------------|
| 6  | 03/13/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 5  | 01/16/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 4  | 12/04/25 | REVISED PER SITE PLAN MODIFICATIONS |
| 3  | 10/27/25 | REVISED PER SITE PLAN MODIFICATIONS |
| 2  | 10/20/25 | REVISED PER SITE PLAN MODIFICATIONS |
| 1  | 08/26/25 | REVISED PER SITE PLAN MODIFICATIONS |

SEAN P. CASHEN  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
LICENSE NO. 42909

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SEAN P. CASHEN, ON THE DATE INDICATED HERE.

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GULF COAST CONSULTING, INC.  
CERTIFICATE OF AUTHORIZATION NO. 9774

DATE: 03/20/25

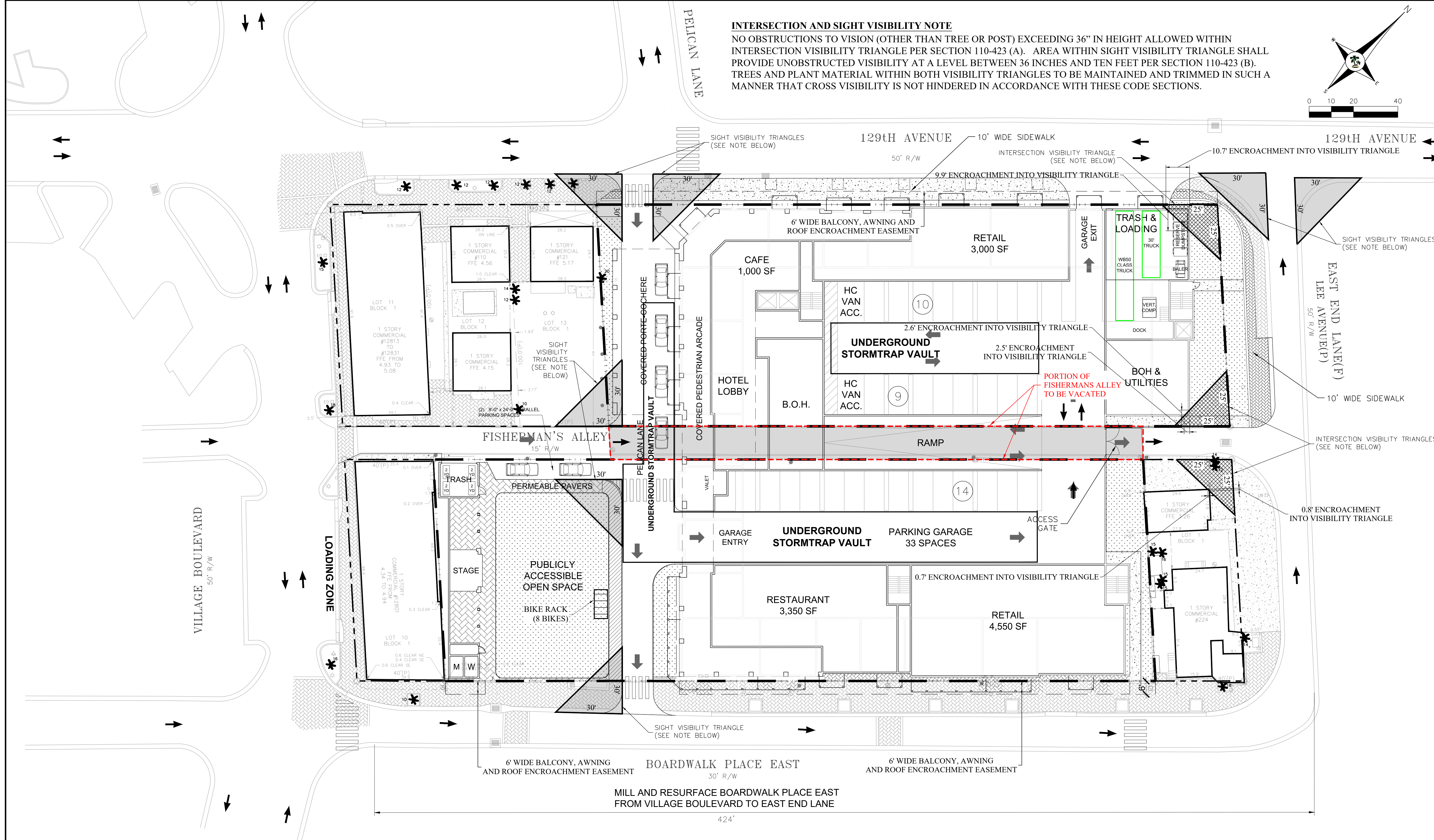
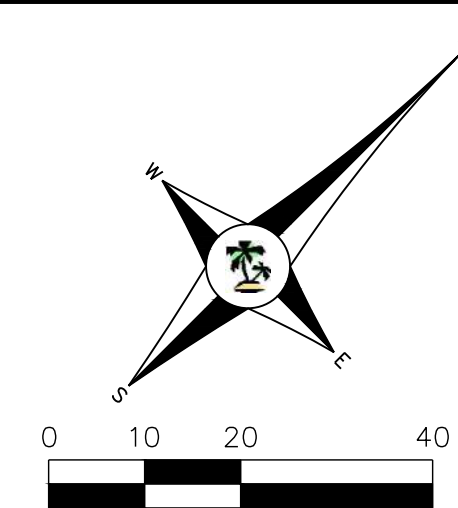
APP'D BY: [Signature]

25-003

**C3**

**INTERSECTION AND SIGHT VISIBILITY NOTE**

NO OBSTRUCTIONS TO VISION (OTHER THAN TREE OR POST) EXCEEDING 36" IN HEIGHT ALLOWED WITHIN INTERSECTION VISIBILITY TRIANGLE PER SECTION 110-423 (A). AREA WITHIN SIGHT VISIBILITY TRIANGLE SHALL PROVIDE UNOBSTRUCTED VISIBILITY AT A LEVEL BETWEEN 36 INCHES AND TEN FEET PER SECTION 110-423 (B). TREES AND PLANT MATERIAL WITHIN BOTH VISIBILITY TRIANGLES TO BE MAINTAINED AND TRIMMED IN SUCH A MANNER THAT CROSS VISIBILITY IS NOT HINDERED IN ACCORDANCE WITH THESE CODE SECTIONS.



|          |     |
|----------|-----|
| DESIGNED | SPC |
| DRAWN    | MKC |
| CHECKED  | SPC |
| QC       |     |

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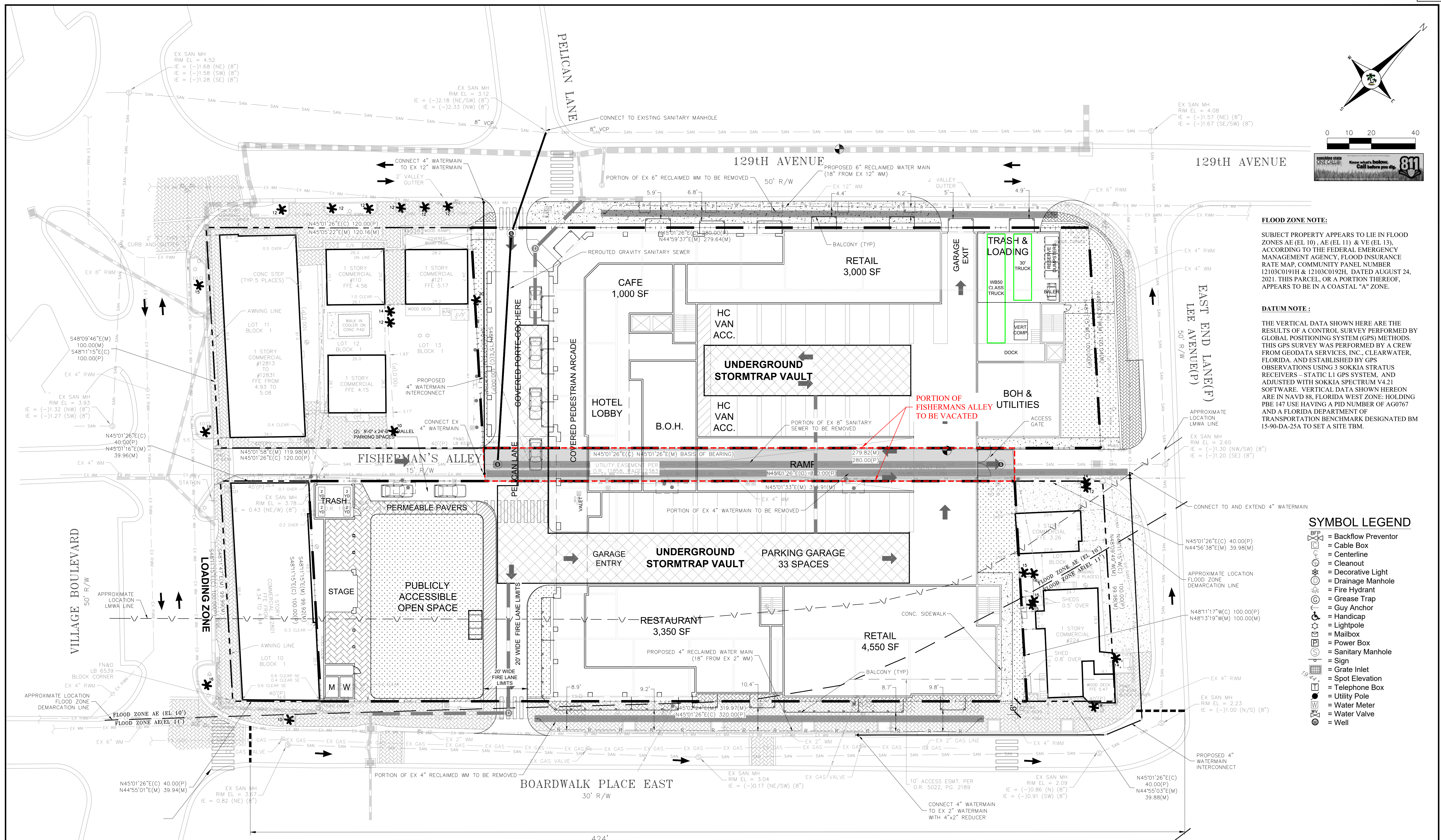
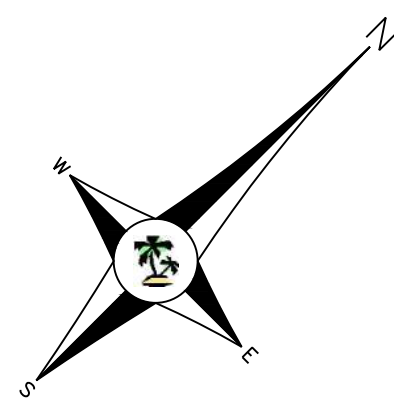
PREPARED FOR:  
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 101 150th AVENUE  
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 PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 MOBILITY ACCESS PLAN

| NO | DATE     | REVISIONS                           |
|----|----------|-------------------------------------|
| 4  | 03/13/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 3  | 01/16/26 | REVISED PER CITY COMMENTS           |
| 2  | 12/04/25 | REVISED PER CITY COMMENTS           |
| 1  | 10/20/25 | ADDED SHEET                         |

SEAN P. CASHEN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 42505  
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 CERTIFICATE OF AUTHORIZATION No. 9774

DATE: 03/20/25  
 SHEET: C4



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DESIGNED: SPC  
 DRAWN: MKC  
 CHECKED: SPC  
 QC:



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 101 150th AVENUE  
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 PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 UTILITY PLAN

| NO | DATE     | REVISIONS                           |
|----|----------|-------------------------------------|
| 1  | 03/13/26 | REVISED PER SITE PLAN MODIFICATIONS |
| 2  | 01/16/26 | ADDED SHEET                         |

SEAN P. CASHEN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 42909

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SEAN P. CASHEN, ON THE DATE INDICATED HERE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

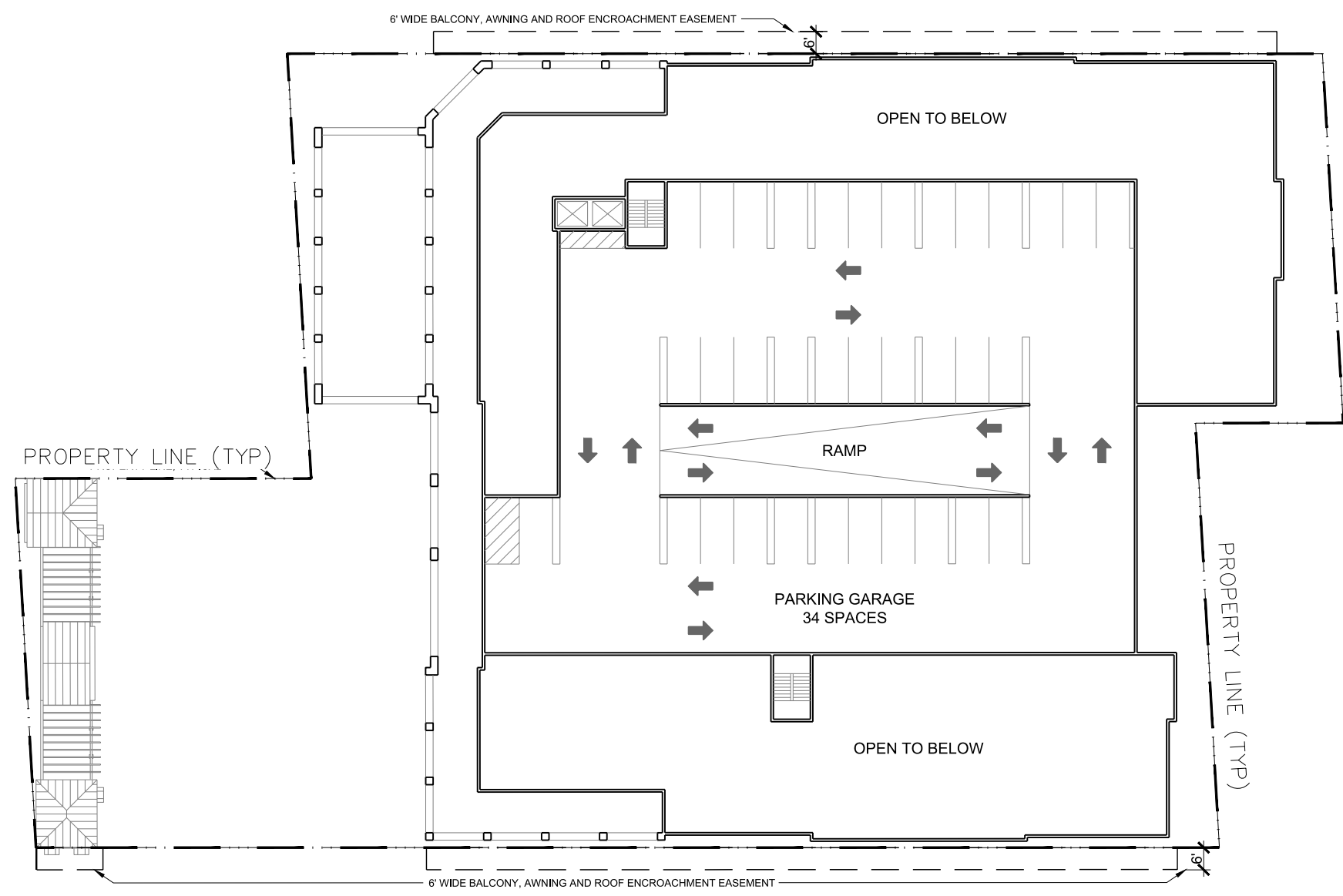
SEAN P. CASHEN, P.E. #42505  
 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER GULF COAST CONSULTING, INC. CERTIFICATE OF AUTHORIZATION NO. 9774

APP'D BY: [Signature]

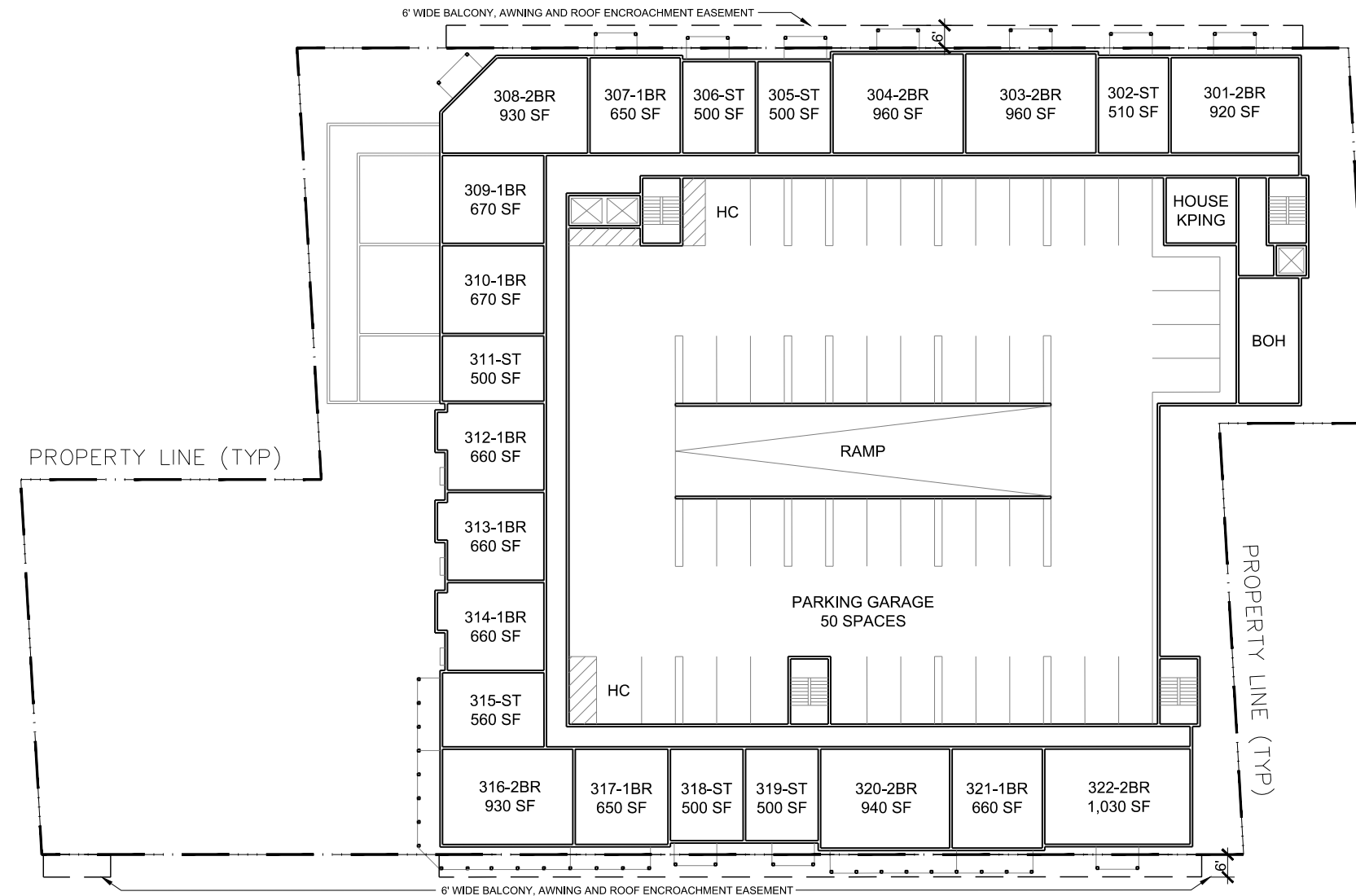
DATE: 03/20/25

25-003

**C5**



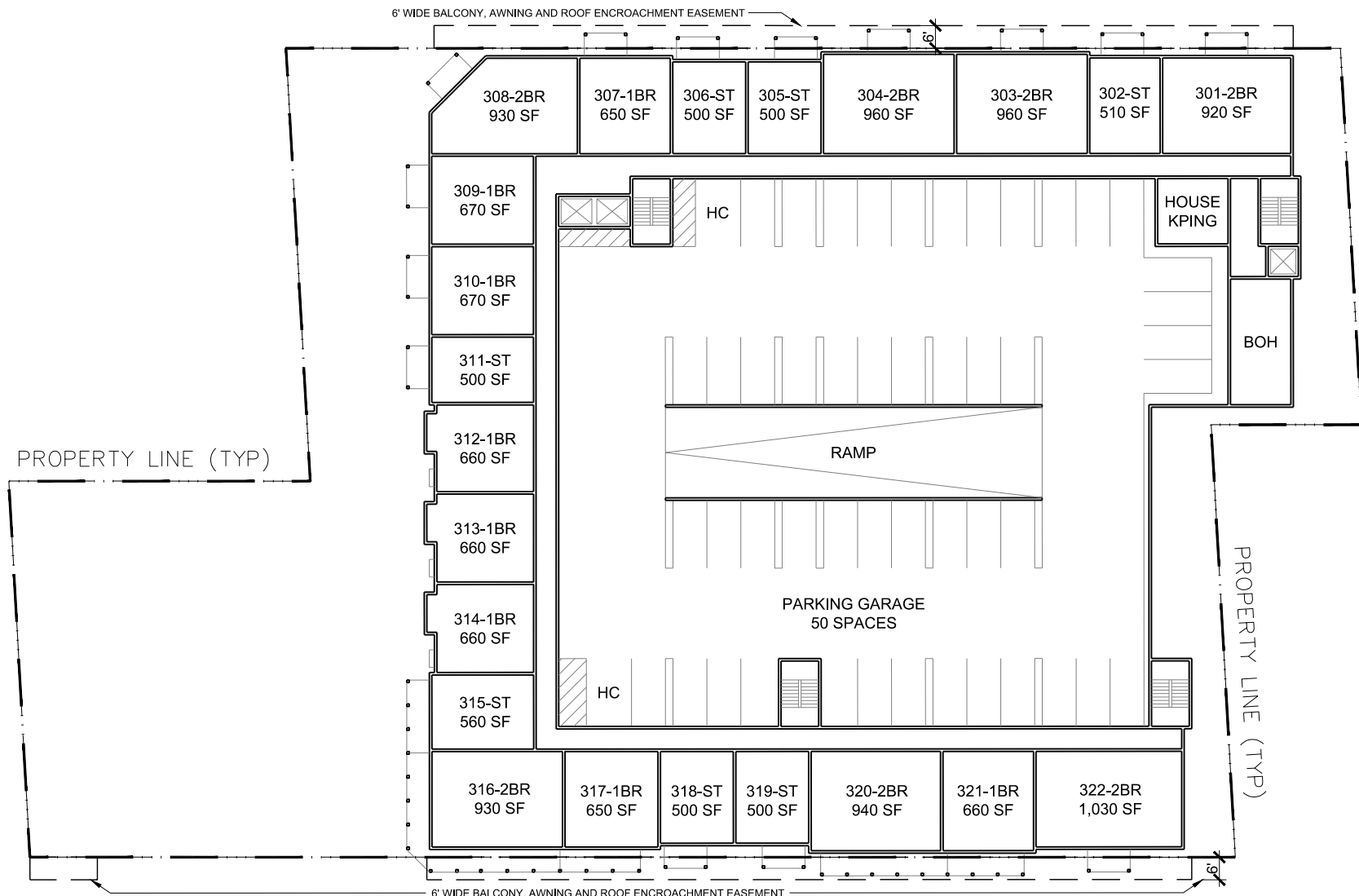
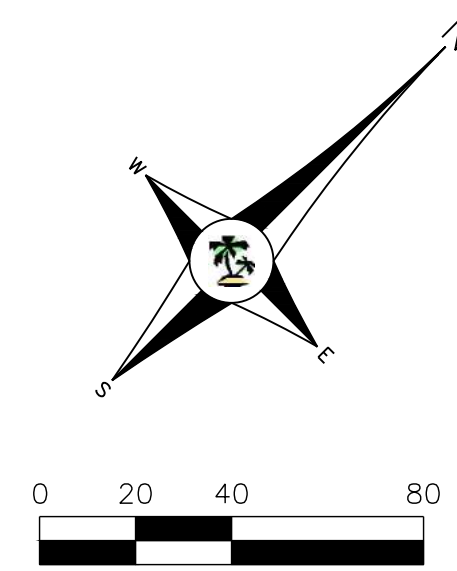
MEZZANINE PLAN



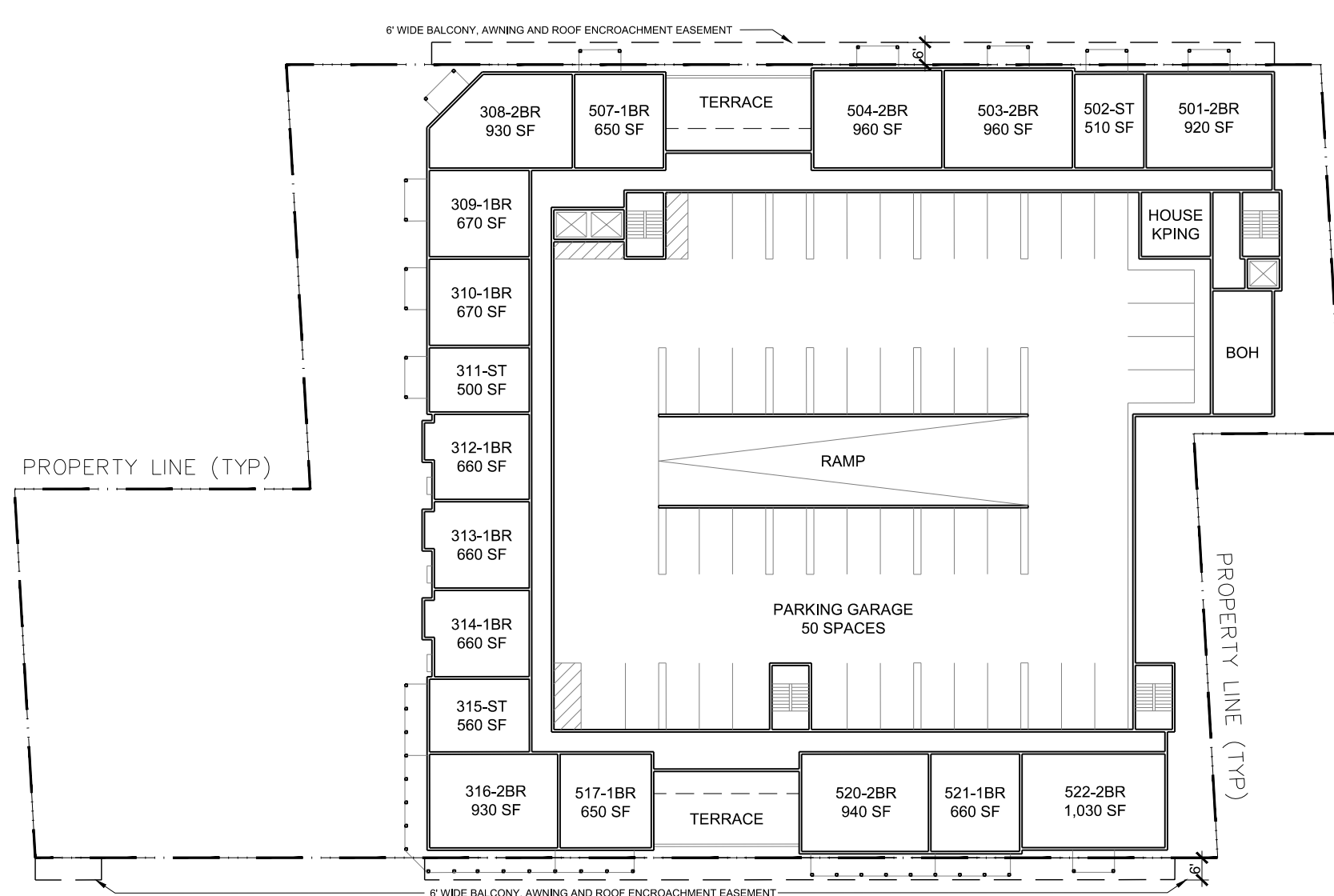
2nd FLOOR PLAN

**BUILDING AREA TABLE**

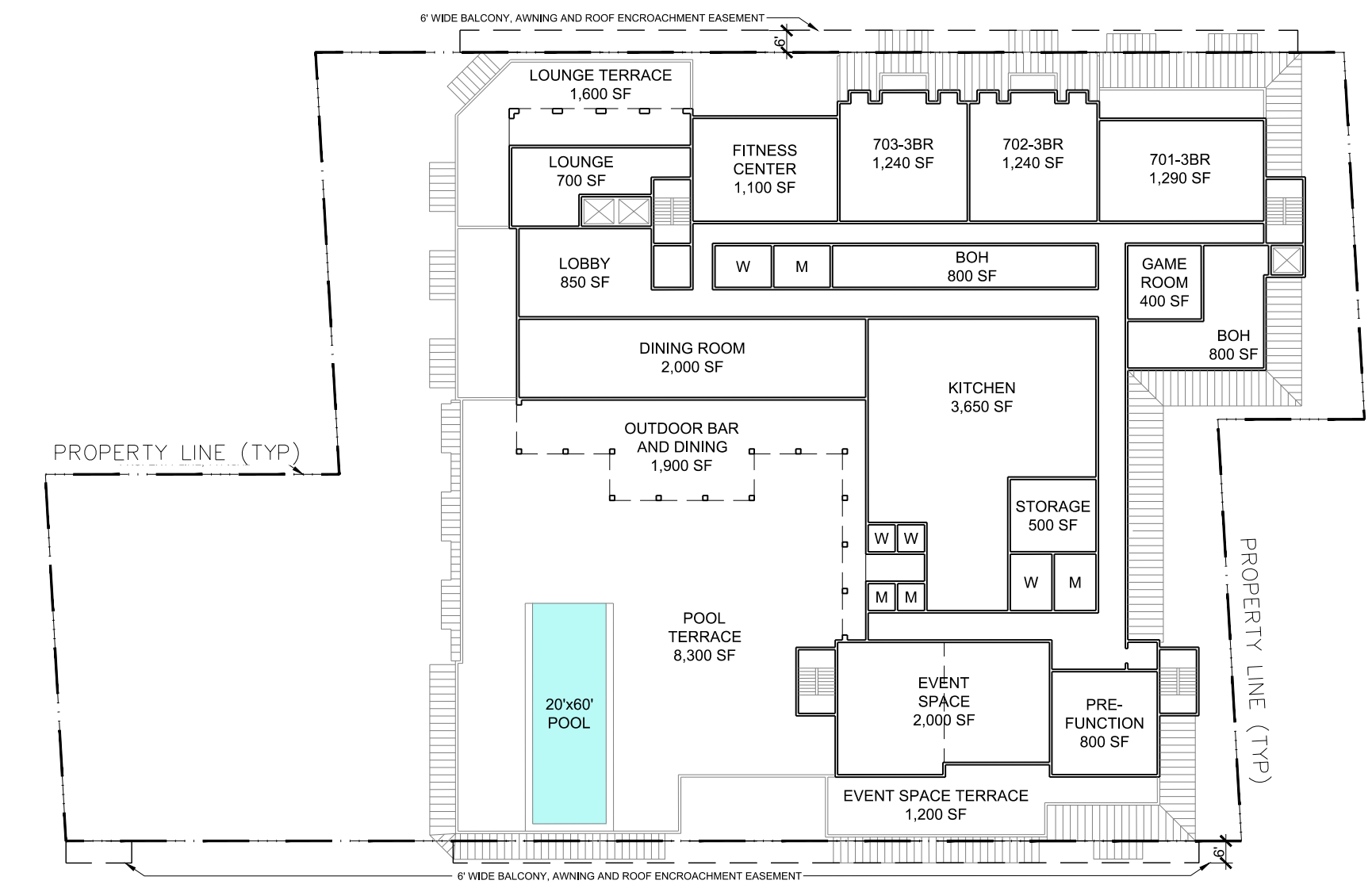
| Floor        | Gross Area        | Parking Garage    | Balcony/Terrace  |
|--------------|-------------------|-------------------|------------------|
| 1            | 19,058 sf         | 20,716 sf         | 0 sf             |
| Mezzanine    | 607 sf            | 20,563 sf         | 0 sf             |
| 2            | 21,228 sf         | 23,078 sf         | 3,155 sf         |
| 3            | 21,228 sf         | 23,078 sf         | 1,892 sf         |
| 4            | 21,228 sf         | 23,078 sf         | 1,892 sf         |
| 5            | 19,089 sf         | 20,678 sf         | 2,800 sf         |
| 6            | 24,530 sf         | 0 sf              | 15,711 sf        |
| <b>Total</b> | <b>126,968 sf</b> | <b>131,191 sf</b> | <b>25,450 sf</b> |



3rd & 4th FLOOR PLAN



5th FLOOR PLAN



6th FLOOR PLAN

|   |  |  |  |  |  |  |  |                   |
|---|--|--|--|--|--|--|--|-------------------|
| DESIGNED: SPC<br>DRAWN: MKC<br>CHECKED: SPC<br>P.C. | <p><b>Gulf Coast Consulting, Inc.</b><br/>         Land Development Consulting<br/>         ENGINEERING, TRANSPORTATION, PLANNING, PERMITTING<br/>         13825 ICOT BLVD., SUITE 605<br/>         Clearwater, Florida 33760<br/>         Phone: (727) 524-1818 Fax: (727) 524-6090<br/>         WWW.GULFCOASTCONSULTINGINC.COM</p> | PREPARED FOR:<br><b>WILLIAM KARNS ENTERPRISES, INC</b><br>101 150th AVENUE<br>MADEIRA BEACH, FL 33708<br>PHONE: 727-367-3000 | SHEET DESCRIPTION:<br><b>JOHNS PASS VILLAGE RESORT</b><br>PLANNED DEVELOPMENT PLAN | 4 03/13/26 REVISED PER SITE PLAN MODIFICATIONS               | SEAN P. CASHEN<br>STATE OF FLORIDA<br>PROFESSIONAL ENGINEER<br>LICENSE NO. 42505<br>THIS ITEM HAS BEEN DIGITALLY<br>SIGNED AND SEALED BY<br>SEAN P. CASHEN,<br>ON THE DATE INDICATED HERE.<br>PRINTED COPIES OF THIS DOCUMENT<br>ARE NOT CONSIDERED SIGNED AND<br>SEALED AND THE SIGNATURE MUST BE<br>VERIFIED ON ANY ELECTRONIC COPIES. | THESE PLANS MAY NOT BE COPIED OR<br>MODIFIED WITHOUT WRITTEN PERMISSION<br>FROM GULF COAST CONSULTING, INC.<br>SEAN P. CASHEN, P.E. #42505<br>NOT VALID UNLESS SIGNED & EMBOSSED<br>BY A REGISTERED ENGINEER<br>GULF COAST CONSULTING, INC.<br>CERTIFICATE OF AUTHORIZATION No. 9774 | 3 01/16/26 REVISED PER SITE PLAN MODIFICATIONS | AIB NO.<br>25-003 |
|   |  |  |  | 2 12/04/25 ADDED PROPERTY LINE / REVISED BUILDING AREA TABLE |  |  | 1 10/27/25 REVISED PER CITY COMMENTS           |                   |

C6



Northwest Corner



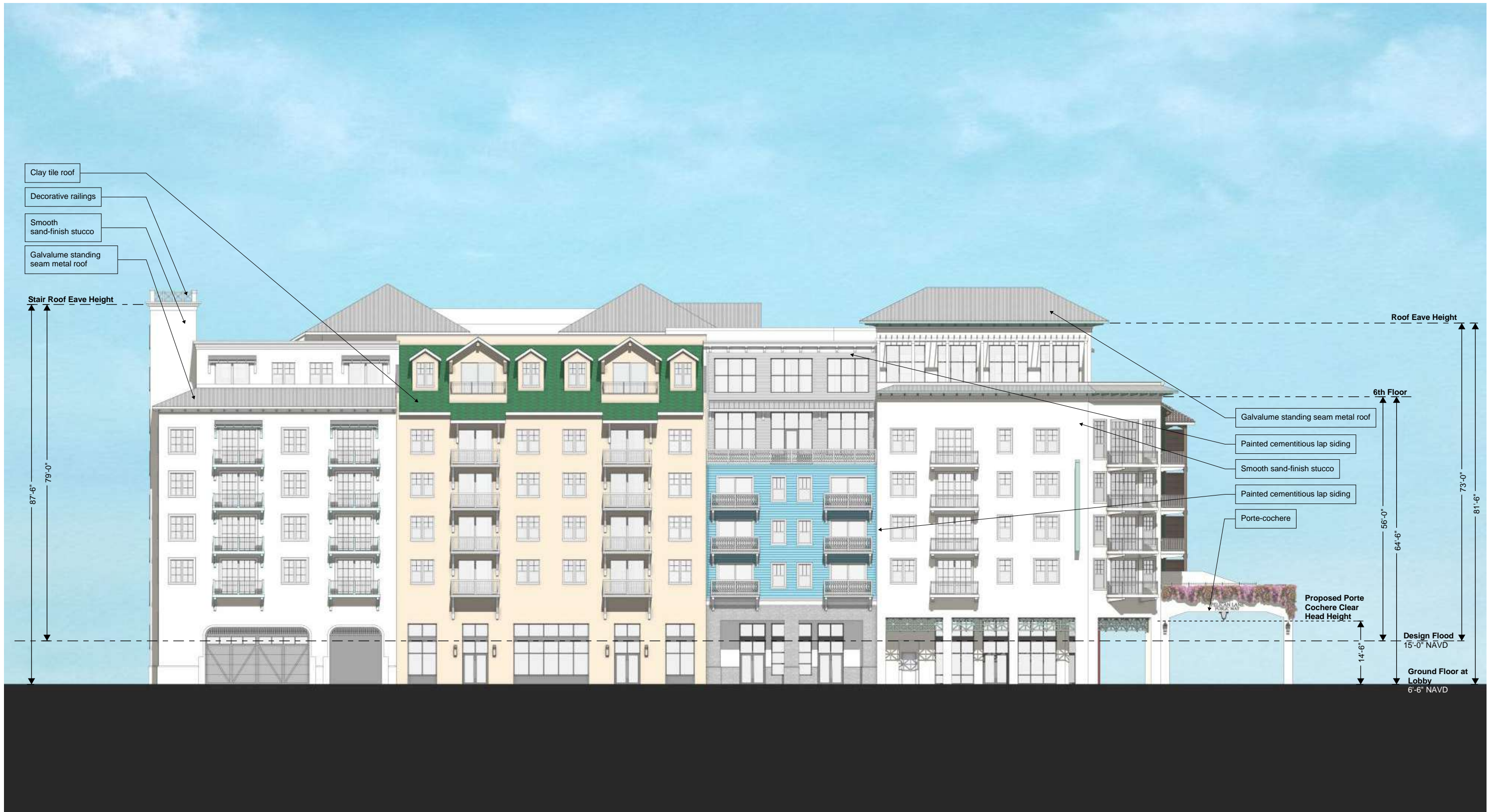
Northeast Corner



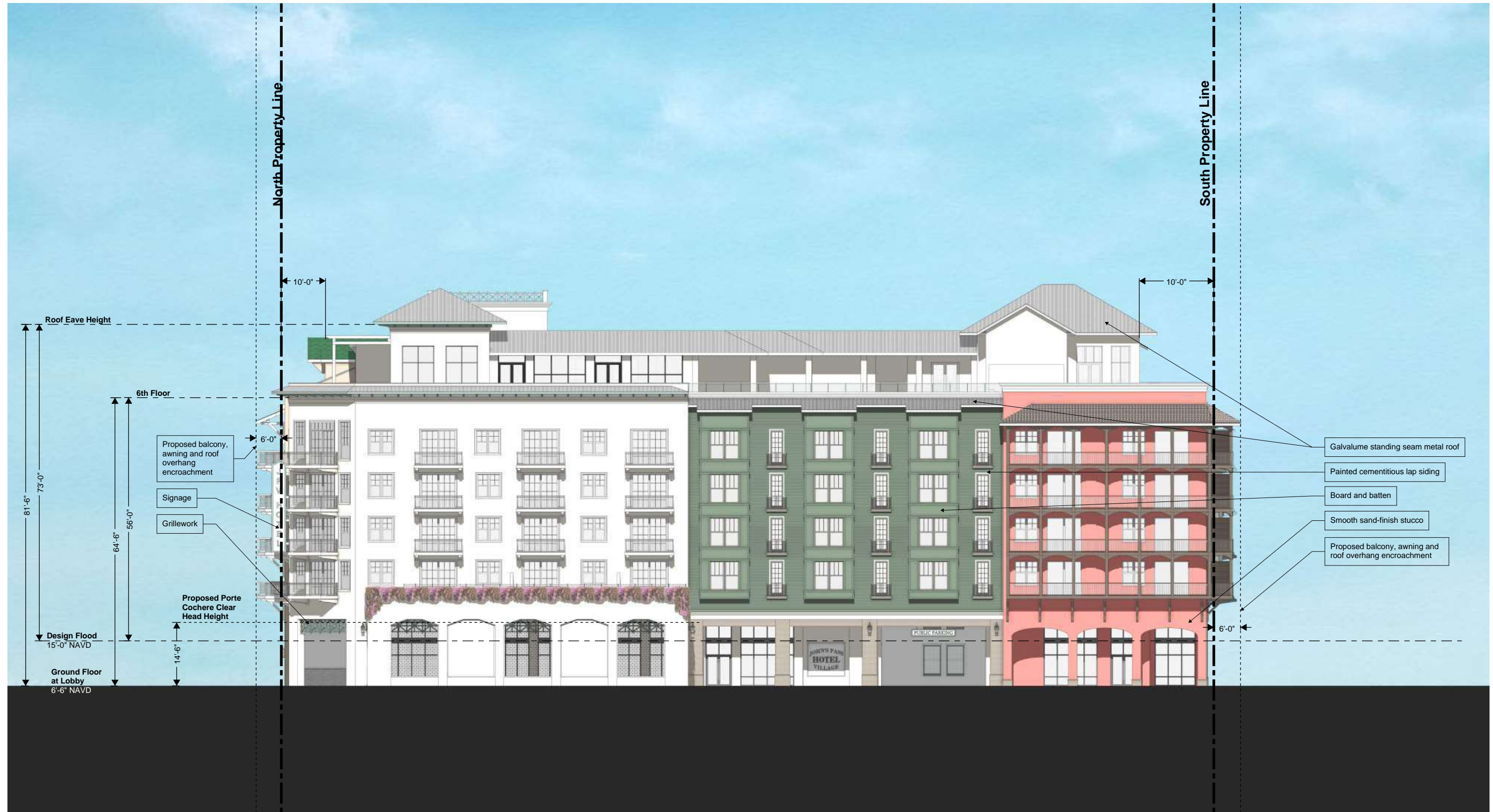
Southeast Corner



Southwest Corner



North Elevation



West Elevation



South Elevation



East Elevation



Corner of Pelican Lane and 129th Avenue North



Along Boardwalk Place East



View of Park and Stage



View of Park and Stage



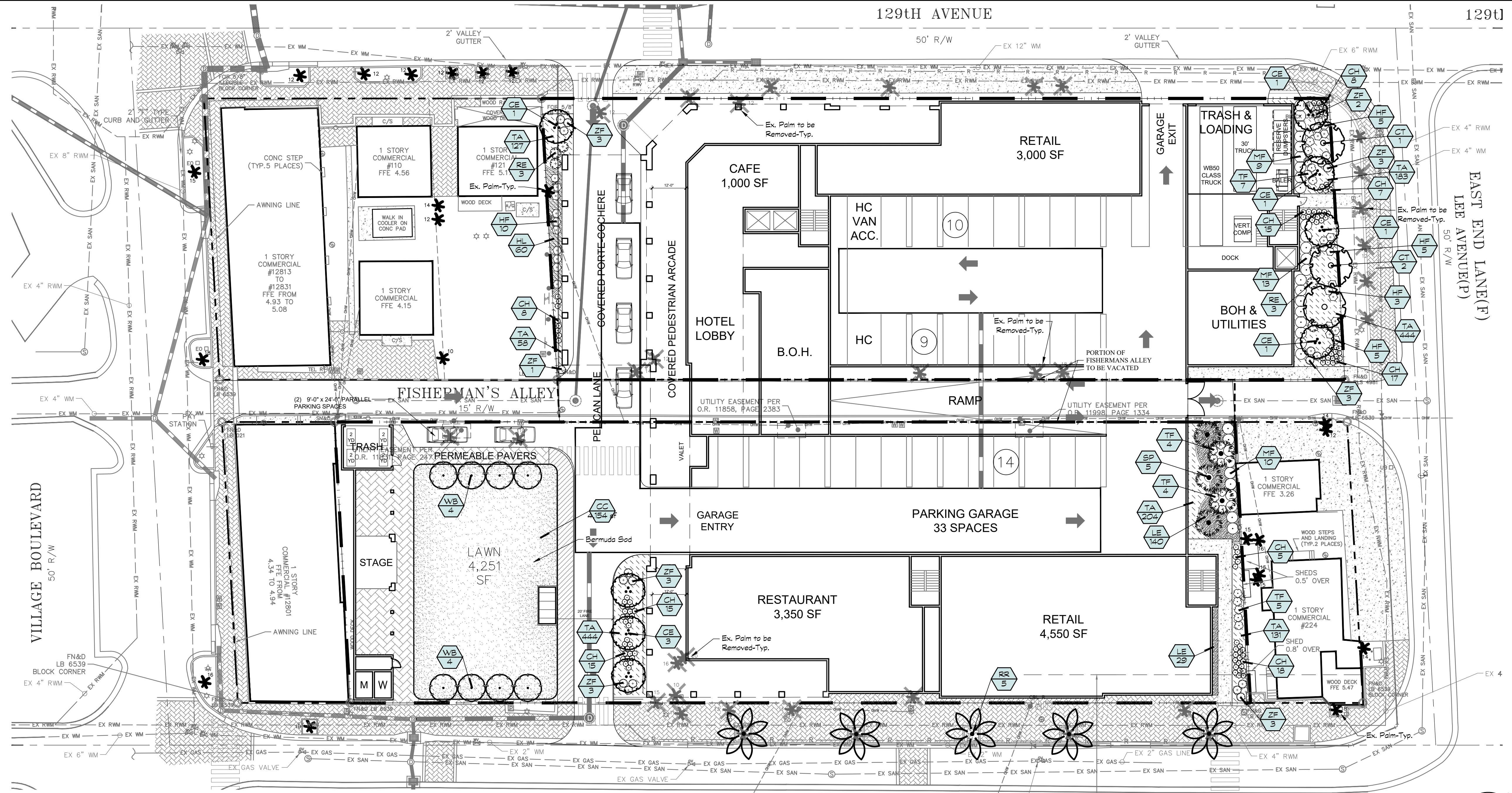
Southeast Aerial



Northwest Aerial



View from bridge



**PLANT SCHEDULE**

| CODE                 | QTY      | BOTANICAL NAME                                   | COMMON NAME                    | CONT                      | CAL     | SIZE                     | REMARKS                                      |
|----------------------|----------|--|--------------------------------|---------------------------|---------|--------------------------|--|
| <b>TREES</b>         |          |  |                                |                           |         |                          |  |
| CT                   | 3        | <i>Coccoloba wifera</i>                          | Sea Grape                      | -                         | 2' Cal+ | 8'-10' Ht., 3'-4' Sp.    | Native, Drought Tolerant, Single Trunk, Std. |
| CE                   | 8        | <i>Conocarpus erectus</i> 'Sericeus'             | Silver Buttonwood              | -                         | 2' Cal+ | 8'-10' Ht., 3'-4' Sp.    | Native, D.T., 3-4 Trunks                     |
| RR                   | 5        | <i>Roystonea regia</i>                           | Florida Royal Palm             | -                         | -       | 12' CT, Matched Ht.      | Native, Drought Tolerant                     |
| SP                   | 5        | <i>Sabal palmetto</i>                            | Sabal Palm                     | -                         | -       | 12'-15' CT, Varied Ht.   | Native, Drought Tolerant                     |
| WB                   | 8        | <i>Wodyetia bifurcata</i>                        | Foxtail Palm                   | -                         | -       | 10' Clear Trunk, Matched |  |
| <b>SHRUBS</b>        |          |  |                                |                           |         |                          |  |
| CH                   | 108      | <i>Chrysobalanus icaco</i> 'Horizontalis'        | Horizontal Cocoplum            | 3 Gal., 12' Ht. x 12' Sp. | -       | 24" o.c.                 | Native, Drought Tolerant                     |
| HF                   | 28       | <i>Hamelia patens</i> 'Firefly'                  | Firefly Dwarf Firebush         | 3 gal., 14' Ht. x 14' Sp. | -       | 36" o.c.                 | Native, Drought Tolerant                     |
| MF                   | 32       | <i>Myrciathes fragrans</i>                       | Simpson's Stopper              | 7 Gal., 32' Ht. x 30' Sp. | -       | 48" o.c.                 | Native, Drought Tolerant                     |
| RE                   | 6        | <i>Russelia equisetiformis</i>                   | Firecracker Plant              | 3 gal., 20' Ht. x 20' Sp. | -       | 48" o.c.                 | Drought Tolerant                             |
| TF                   | 20       | <i>Tripsacum dactyloides</i>                     | Fakahatchee Grass              | 3 gal., 20' Ht. x 20' Sp. | -       | 36" o.c.                 |  |
| ZF                   | 21       | <i>Zamia floridana</i>                           | Coontie                        | 3 Gal., 18' Ht. x 18' Sp. | -       | 36" o.c.                 | Native, Drought Tolerant                     |
| <b>GROUND COVERS</b> |          |  |                                |                           |         |                          |  |
| HL                   | 60       | <i>Helianthus debilis</i> 'vestitus'             | West Coast Beach Sunflower     | 12'x12', 1 gal.           | -       | 18" o.c.                 | Native, Drought Tolerant                     |
| LE                   | 168      | <i>Liriope muscari</i> 'Emerald Goddess'         | Emerald Goddess Liriope        | 12'x18', 1 gal.           | -       | 18" o.c.                 | Drought Tolerant, Rode Groundcovers          |
| TA                   | 1,591    | <i>Trachelospermum asiaticum</i> 'Summer Sunset' | Dwarf Tricolor Asiatic Jasmine | 4" pot                    | -       | 12" o.c.                 | Drought Tolerant, Rode Groundcovers          |
| <b>SOD/SEED</b>      |          |  |                                |                           |         |                          |  |
| CC                   | 4,154 sf | <i>Cynodon dactylon</i> 'Celebration'            | Celebration Bermudagrass       | sod                       | -       | -                        |  |

**BOARDWALK PLACE EAST**

Madeira Beach Requirements:

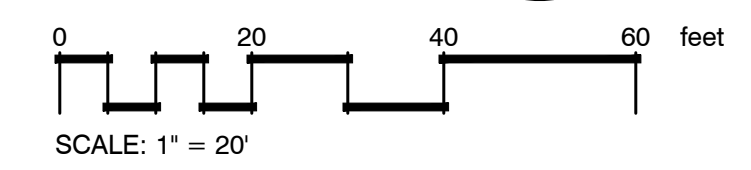
Site - 59,882 SF

Landscape area required - 10%  
59,882 x 10% = 5,988.2 SF Required

Landscape Area Provided - 7,601.25 SF (12.7%)  
(Ground covers, shrubs, trees & park area. Site does not have internal VUA)

1 Tree required per 400 SF of Landscape Area 5,988 / 400 = 15 Trees Required  
15.3 Trees Provided (13 Proposed Palms + 11 Proposed Tree)  
3 Palms = 1 Tree @ 15' Canopy Spread Required (Palms used in groups of 4 & 5)

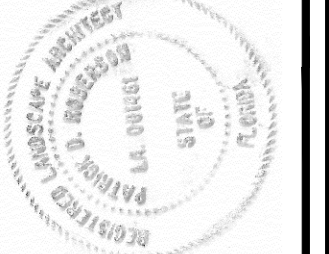
See Sheet LA2, LA3 & LA4 for Landscape Notes & Details.



ENGINEERING & LAND PLANNING  
BASE INFORMATION PREPARED BY:  
**Gulf Coast Consulting, Inc.**  
13825 Icot Blvd., Suite 605  
Clearwater, Florida 33760  
Phone - (727) 524-1818

**ROBERSON RESOURCE GROUP**  
Landscape Architecture & Consulting  
PO Box 5585, Maryville, TN 37802  
Phone: 727-265-4258 Web: RRGLA.com  
Florida License # LA0001461

This item has been digitally signed and sealed by the Professional Engineer, License # LA0001461 on the date of the Digital Signature. The signature must be verified on any electronic copies.



Rev. per Madeira Beach comments 02/10/26  
Date

JOHNS PASS VILLAGE RESORT  
Madeira Beach, Florida

**LANDSCAPE PLAN**  
Project No. 25-006  
Date 10/21/25  
Sheet LA1



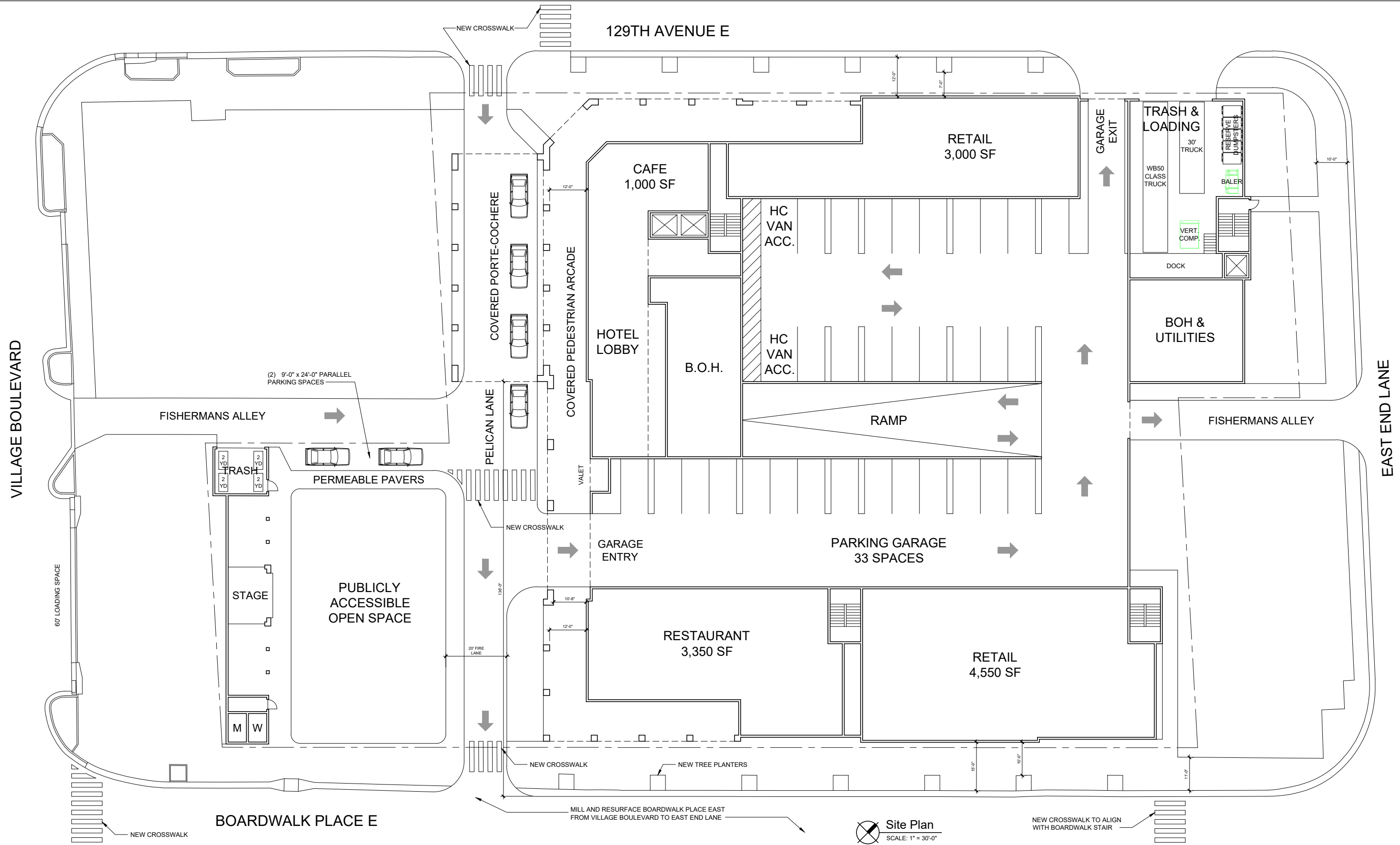
**EXHIBIT C**  
**Off-Site Roadway Improvements**

*See attached.*

# OFF-SITE ROADWAY IMPROVEMENTS

John's Pass Village Resort | JPV HOTEL PROPERTY LLC

Item 10D.  
April 10, 2026



Site Plan  
SCALE: 1" = 30'-0"

**EXHIBIT D**  
**PARK EASEMENT AGREEMENT**

*See attached.*

PREPARED BY AND RETURN TO:  
 Macfarlane, Ferguson & McMullen, P.A.  
 Brian J. Aungst, Jr., Esq.  
 625 Court Street, Suite 200  
 Clearwater, Florida 33756

### PARK EASEMENT AGREEMENT

THIS PARK EASEMENT AGREEMENT (the "*Agreement*") is dated this \_\_\_\_ day of \_\_\_\_\_, 2026, and is made by JPV HOTEL PROPERTY, LLC, a Florida limited liability company, whose address for notice purposes is 101 150th Avenue, Madeira Beach, Florida 33708 ("*Grantor*"), in favor of the CITY OF MADEIRA BEACH, FLORIDA, a political subdivision of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach, Florida 33708 (the "*City*").

WHEREAS, the Grantor and the City entered into that certain Development Agreement for the John's Pass Village Resort development project (the "*JPV Resort*") dated \_\_\_\_\_, 202\_\_, and recorded \_\_\_\_\_, 202\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Pinellas County, Florida (the "*Development Agreement*"). Further, the City approved a Site Plan for the JPV Resort and the Site Plan contemplate the Grantor granting an easement for public access over certain land owned by the Grantor; and

WHEREAS, the Grantor is the owner of the real property located in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto (the "*JPV Property*"), and the real property more particularly described in Exhibit "B" attached hereto (the "*Easement Area*"). The Easement Area is a part of the JPV Property; and

WHEREAS, the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space with exterior landscaping and hardscaping, and as part of that development, the Easement Area is intended to be improved as a dedicated park that is approximately 4,251 square feet in size; and

WHEREAS, the Grantor has agreed to grant to the City a non-exclusive easement for access across, over and upon the Easement Area for public pedestrian access of the dedicated park, subject to the other and further terms of this Easement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement for Public Access to Dedicated Park. The Grantor hereby declares and grants for the benefit and in favor of the City, a perpetual, non-exclusive easement over, across and upon the Easement Area for public park purposes, including but not limited to pedestrian access, passive recreational use, and the use and enjoyment of the Easement Area by the general public commencing as described hereafter, together with the right of the City and its officers, employees, contractors, and agents to enter the Easement Area for purposes of inspection,

public safety, and enforcements of applicable codes and regulations and the terms of this Agreement.

2. Use of Easement Area. The Easement Area shall be used solely as a dedicated park with pedestrian access, including typical park uses such as pedestrian circulation, landscaping, lighting, and similar amenities associated with a passive public park, and for no other materially inconsistent purpose. No structures shall be constructed, erected or placed, whether temporarily or permanently, upon the surface of the Easement Area that would materially impair the normal operation or use of the Easement Area for dedicated park purposes. The Easement Area may not be used by any person, firm or entity for the purpose of overnight sleeping, unlawful activity or in any manner that shall, in the sole opinion of the Grantor, constitute a nuisance, whether public or private. Nothing herein shall limit the City's authority to enforce applicable laws, ordinances, or public safety regulations within the Easement Area.

3. Commencement of Easement. The parties acknowledge that the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space as contemplated by the Development Agreement and the Site Plan. At the time of execution of this Agreement, the Easement Area has not been improved with the intended dedicated park, and that such park improvements would be constructed in conjunction with the construction of the hotel, retail, restaurant, and event space on the JPV Property. The parties agree that the easement granted herein shall commence only upon the completion of the construction of the hotel, retail, restaurant, and event space on the JPV Property and the installation of the dedicated park improvements within the Easement Area. The parties further agree that the easement is intended to be over, across and upon the dedicate park is constructed on the Easement Area, and that upon completion of construction, the Easement Area shall be considered the dedicated park where it is located and as it may be aligned from time to time.

4. Easement Area Owned by Grantor. The City acknowledges that the Easement Area is owned by the Grantor and nothing in this Agreement shall be construed so as to create any ownership interest in the Easement Area by the City, the public, or any person, firm or entity other than the Grantor. The easement granted herein provides for the public to have the right to use the Easement Area as a dedicated park with pedestrian access, but is not intended as a conveyance, dedication or other transfer of the Easement Area for public ownership. The Grantor shall have the right to use the Easement Area in any manner as determined by the Grantor so long as such use shall not materially interfere with the use of the Easement Area by the public in accordance with this Agreement. The City shall have no authority to construct or install anything on or in the Easement Area, and shall have no authority to regulate or grant any other right for the use of the Easement Area beyond what is granted herein by the Grantor, provided, however, that nothing herein shall limit the City's authority to enforce applicable laws, ordinances, or public safety regulations within the Easement Area. The Grantor shall not construct or install anything on the Easement Area that would materially interfere with the public's use of the Easement Area as contemplated by this Agreement.

5. Maintenance of Easement Area. The Grantor shall be responsible, at the Grantor's

sole cost, for the maintenance and repair of the Easement Area and any improvements constructed thereon from time to time, and shall maintain the Easement Area in good condition and repair consistent with its use as a public park. The Grantor reserves the right to from time to time repair and/or replace the dedicated park with materials different from those in its original construction as long as such different materials comply with the City's building regulations in effect at the time of such repair or replacement.

6. Covenant Running With the Land. This Agreement shall constitute a covenant running with the land of the JPV Property and the Easement Area, and shall be binding on and shall inure to the benefit of the parties and their successors and assigns; provided, however, that the Grantor may not assign any or all of its rights or obligations under this Agreement independent of the conveyance of title to the JPV Property.

7. City Indemnification. The City agrees that it shall indemnify and hold harmless the Grantor, and its members, officers, employees, agents and authorized representatives, as well as its successors and assigns (collectively, the "*Grantor Indemnitees*"), from and against any claim, demand, damage, injury, cause of action, suit, judgment, cost and expense of any kind whatsoever, including without limitation court costs and attorney's fees whether incurred by or awarded against any Grantor Indemnatee (collectively, a "*Claim*"), claimed or demanded by any person, firm or entity whatsoever, arising out of, in connection with, or related in any way to the public use of the Easement Area; provided, however, that such indemnification shall not apply to any Claim that shall have been proximately caused by the wrongful act or negligence of the Grantor or any of the Grantor Indemnitees. Nothing herein shall be deemed a waiver of sovereign immunity pursuant to F.S. Section 768.28.

8. Jurisdiction and Venue. This Agreement shall be construed using the laws of the State of Florida. No amendment or other change to this Agreement shall be effective unless or until the same shall be in writing and executed by both parties. Time is of the essence of this Agreement. Venue for any litigation concerning the enforcement or interpretation of this Agreement shall be Pinellas County, Florida, and each party hereby waives any right it may have to insist on venue in any other location. No failure to enforce any obligation under this Agreement on any occasion shall constitute a waiver of the right to enforce such obligation in the future. The parties are each represented by legal counsel prior to the execution of this Agreement, and the terms of this Agreement shall not be construed in favor of or against either party. In connection with any litigation concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorney's fees at all trial and appellate levels.

[Signature Page Page(s) to Follow]  
[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

In The Presence Of:

JPV HOTEL PROPERTY, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Karns, its Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by WILLIAM F. KARNS, as Manager of JPV Hotel Property, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(NOTARY SEAL)

CITY OF MADEIRA BEACH

By: \_\_\_\_\_  
Michael Helfrich, City Manager

Attest:

By: \_\_\_\_\_  
Clara VanBlargan, City Clerk

Countersigned:

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

Approved as to Form:

By: \_\_\_\_\_  
Thomas J. Trask, Esq., City Attorney

EXHIBIT A  
JPV Property Description

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH  
JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT  
BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

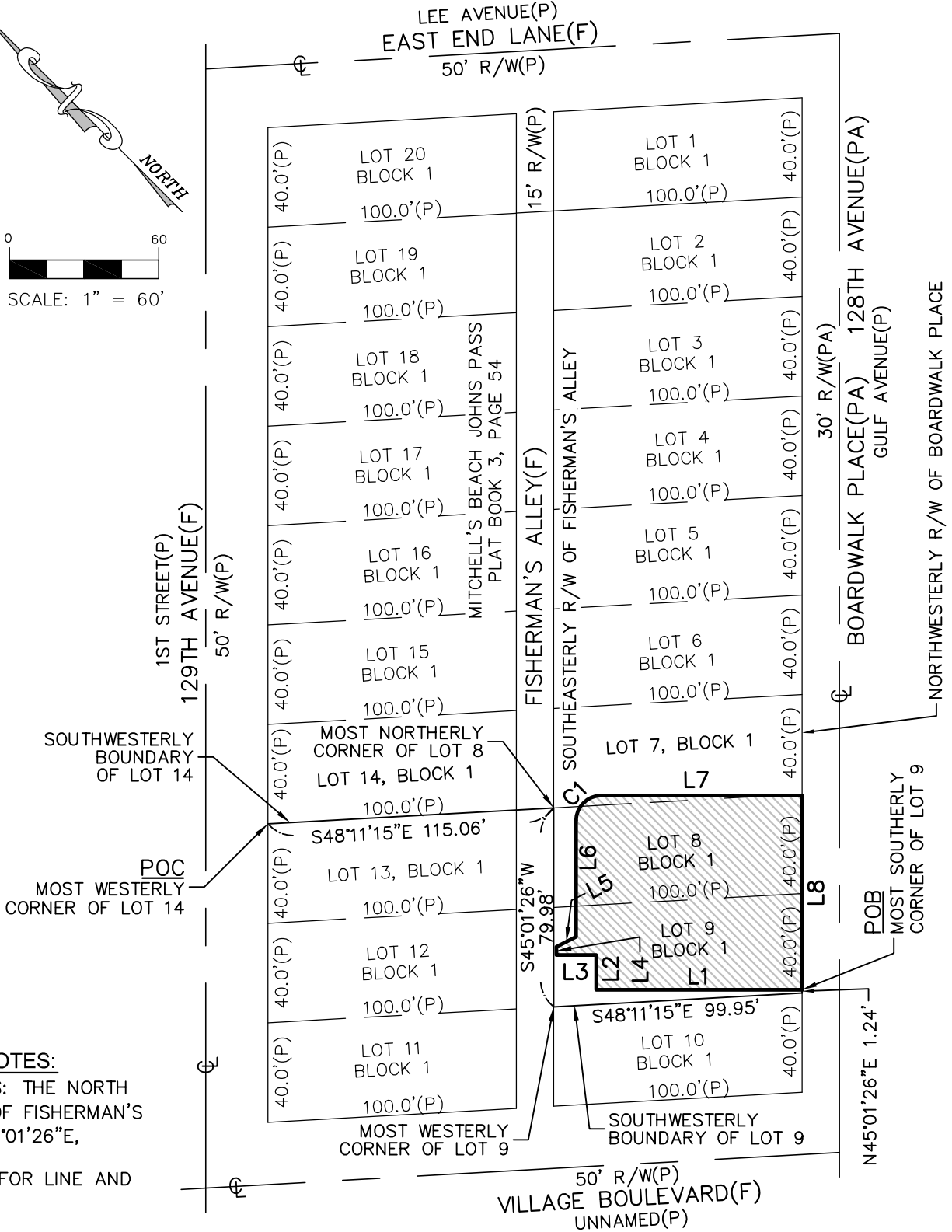
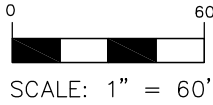
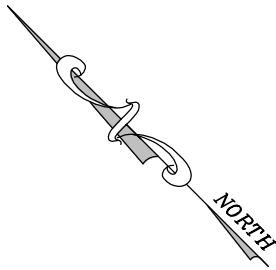
EXHIBIT B  
Easement Area

*See attached.*

# SKETCH-OF-LEGAL

## PARK EASEMENT AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL Item 10D.



**SURVEYOR'S NOTES:**

1. BEARING BASIS: THE NORTH RIGHT-OF-WAY OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.

THIS IS NOT A BOUNDARY SURVEY

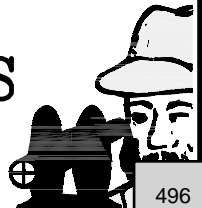
NAME AND ADDRESS OF THE PREPARER:

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 23, 2026 |
| SCALE: 1"=60'        |
| SHEET 1 of 2         |
| W.O. 6330.A          |

**ABBREVIATION LEGEND:**

|      |                               |
|------|-------------------------------|
| (F)  | = Field Data                  |
| (P)  | = Data per Plat               |
| (PA) | = Data per Property Appraiser |
| POB  | = Point of Beginning          |
| POC  | = Point of Commencement       |
| R/W  | = Right-of-Way                |
| ⊕    | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763



LB 7466

# SKETCH—OF—LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL

Item 10D.

## PARK EASEMENT AGREEMENT

### LEGAL DESCRIPTION:

A PORTION OF LOTS 7, 8 AND 9, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE SOUTH 48°11'15" EAST, ALONG THE SOUTHWESTERLY BOUNDARY, AND THE SOUTHEASTERLY EXTENSION THEREOF, OF SAID LOT 14, 115.06 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF FISHERMAN'S ALLEY, A 15-FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF SAID MITCHELL'S BEACH JOHNS PASS, SAID POINT BEING THE MOST NORTHERLY CORNER OF SAID LOT 8; THENCE LEAVING SAID EXTENSION OF THE SOUTHWESTERLY BOUNDARY OF LOT 14, SOUTH 45°01'26" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, 79.98 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 9; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 48°11'15" EAST, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 9, 99.95 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, ALSO KNOWN AS 128TH AVENUE, SAID POINT BEING THE MOST SOUTHERLY CORNER OF SAID LOT 9; THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY OF SAID LOT 9, NORTH 45°01'26" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, 1.24 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 44°58'34" WEST, 82.75 FEET; THENCE NORTH 45°09'55" EAST, 14.00 FEET; THENCE NORTH 44°50'05" WEST, 16.00 FEET; THENCE NORTH 44°53'50" EAST, 3.29 FEET; THENCE SOUTH 71°46'54" EAST, 8.88 FEET; THENCE NORTH 45°01'26" EAST, 46.76 FEET, THENCE 15.70 FEET ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 10.00 FEET, DELTA OF 89°58'34", CHORD BEARING SOUTH 89°59'17" EAST AND A CHORD OF 14.14 FEET; THENCE SOUTH 45°00'00" EAST, 80.80 FEET TO A POINT ON THE SAID NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 45°01'26" WEST, 78.13 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 6,999 SQUARE FEET OR 0.161 ACRE, MORE OR LESS.

CURVE TABLE

| CURVE | RADIUS | LENGTH | CHORD  | BEARING     | DELTA     |
|-------|--------|--------|--------|-------------|-----------|
| C1    | 10.00' | 15.70' | 14.14' | S89°59'17"E | 89°58'34" |

LINE TABLE

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | N44°58'34"W | 82.75' |
| L2   | N45°09'55"E | 14.00' |
| L3   | N44°50'05"W | 16.00' |
| L4   | N44°53'50"E | 3.29'  |
| L5   | S71°46'54"E | 8.88'  |
| L6   | N45°01'26"E | 46.76' |
| L7   | S45°00'00"E | 80.80' |
| L8   | S45°01'26"W | 78.13' |

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865  
DATE: MARCH 27, 2026

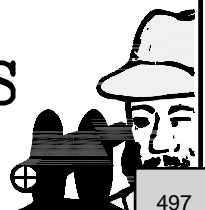
NAME AND ADDRESS OF THE PREPARER:

THIS IS NOT A BOUNDARY SURVEY

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 23, 2026 |
| SHEET 2 of 2         |
| W.O. 6330.A          |

|                      |                               |
|----------------------|-------------------------------|
| ABBREVIATION LEGEND: |                               |
| (F)                  | = Field Data                  |
| (P)                  | = Data per Plat               |
| (PA)                 | = Data per Property Appraiser |
| POB                  | = Point of Beginning          |
| POC                  | = Point of Commencement       |
| R/W                  | = Right-of-Way                |
| ☉                    | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763



LB 7466

**EXHIBIT E**  
**Balcony, Roof and Awning Encroachment Easement Agreement**

*See attached.*

**BALCONY, ROOF, AND AWNING ENCROACHMENT EASEMENT AGREEMENT**

THIS BALCONY ENCROACHMENT EASEMENT AGREEMENT (this “*Easement*” or “*Agreement*”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between CITY OF MADEIRA BEACH, FLORIDA, a Florida municipal corporation, whose address is 300 Municipal Drive, Madeira Beach, FL 33708 (hereinafter called “*Grantor*”), and JPV HOTEL PROPERTY LLC, a Florida limited liability company, whose address is 101 150th Avenue, Madeira Beach, FL 33708 (hereinafter called “*Grantee*”), for the purpose of preserving and maintaining improvements constructed by Grantee which are located upon Grantor’s property. Grantor and Grantee may be referred to herein collectively as the “*Parties*”.

R E C I T A L S :

WHEREAS, Grantor owns a fee simple interest in the rights-of-way commonly known as 129th Avenue and Boardwalk Place which are adjacent to the Grantee Property (as hereinafter defined) and as shown on Exhibit “A” attached hereto (“*Grantor Property*”); and

WHEREAS, Grantee owns a fee simple interest in property located at 125 129th Avenue E, Madeira Beach, FL 33708 and as legally described on Exhibit “B” attached hereto (“*Grantee Property*”); and

WHEREAS, Grantee desires to improve the Grantee Property with a hotel development which will include construction of balconies, roofs, and awnings within the boundaries of the Grantor Property (see plans showing balcony encroachments attached hereto as Exhibit “A”) (the “*Easement Area*”); and

WHEREAS, Grantee desires to allow the encroachment of the balconies in the proposed locations and has requested that this Easement be granted for that purpose; and

WHEREAS, subject to the terms of this Agreement, Grantor desires to grant this Easement for the Improvements located in the Easement Area.

W I T N E S S E T H :

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the Parties hereby agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.
2. Consent to Encroachments. Grantor hereby consents to allow the balconies, roofs, and awnings which encroach onto Grantor Property the Easement Area (collectively, the “*Encroachments*”). The Encroachments are shown in greater detail on the Survey attached hereto as Exhibit “A”.
3. Grant of Easement. Grantor hereby grants to Grantee, and its successors in interest as owners of the Grantee Property or any portion thereof, (collectively, the “*Grantee Parties*”), as an easement appurtenant to the Grantor Property, non-exclusive easement for the Encroachments to remain in the Easement Area (the “*Encroachment Easement*”) so long as the Encroachments are

maintained in compliance with all applicable federal, state, county, and municipal laws, ordinances, building codes, and safety regulations. Grantor expressly reserves the right to use the Grantor Property and the public rights-of-way for any lawful municipal purpose, including but not limited to roadway improvements, utility installation or relocation, drainage facilities, streetscape improvements, and public safety activities.

4. Maintenance. Grantee, at its sole cost and expense, shall be responsible for any and all maintenance, repair, replacement, or reconstruction of the Improvements located within the Easement Area. Grantor shall have the right to enter the Easement Area to inspect the Improvements. Failure to maintain the Improvements in accordance with this Agreement shall constitute a violation of the Grantor’s municipal ordinances and may be enforced by the Grantor through any lawful means available, including proceedings before the Grantor’s Code Enforcement Board or Special Magistrate pursuant to Chapter 162, Florida Statutes, and the imposition of fines and liens as authorized by law.

5. Indemnity. Grantee agrees to indemnify and hold Grantor and its elected officials, officers, employees, and agents harmless from and against any and all liabilities, costs, claims, demand, injury, cause of action, suit, judgment, or damages of any kind whatsoever, claimed or demanded by any person, firm or entity whatsoever against, arising out of or in connection with Grantee’s activities within the Easement Area, including, without limitation, the costs and expenses (including reasonable attorneys’ fees) for defending themselves against the claim of liability thereunder. Grantee shall maintain commercial general liability insurance covering the Encroachments and the Easement Area with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, together with umbrella or excess liability coverage of not less than \$5,000,000. The City of Madeira Beach shall be named as additional insured. Such coverage shall be primary and non-contributory with respect to any insurance maintained by the Grantor. Grantee shall maintain such insurance for so long as the Encroachments remain in place and shall provide certificates of insurance upon request.

6. Duration. It is the intent of the Parties that the easement and other rights granted herein shall run with the land for so long as the Improvements are maintained in compliance with all applicable federal, state, county, and municipal laws, ordinances, building codes, and safety regulations

7. Entire Agreement. This Agreement, including all exhibits hereto, contains the entire agreement between the Parties with respect to the Encroachment Easement and supersedes all previous and contemporary negotiations leading thereto. This Agreement may be modified only by an agreement signed by the Parties.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors, and assigns and shall be deemed to run with title to the Grantor Property and the Grantee Property.

9. Governing Law. This Agreement shall be governed by, and construed in accordance

with, the laws of the State of Florida.

*[Signature Page(s) to Follow]*

*[Rest of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first-above written.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

GRANTOR:

CITY OF MADEIRA BEACH,  
FLORIDA, a Florida municipal  
corporation

By: \_\_\_\_\_  
Michael Helfrich, City Manager

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, on behalf of Grantor. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

[GRANTOR SIGNATURE PAGE]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first-above written.

In The Presence Of:

JPV HOTEL PROPERTY, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Karns, its Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by WILLIAM F. KARNs, as Manager of JPV Hotel Property, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(NOTARY SEAL)

EXHIBIT A  
GRANTOR PROPERTY, EASEMENT AREA & ENCROACHMENTS

*See attached.*



# SKETCH—OF—LEGAL

## BALCONY, AWNING & ROOF AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL

Item 10D.

### LEGAL DESCRIPTION:

A PORTION OF 129TH AVENUE ADJACENT TO LOTS 14, 15, 16, 17, 18, 19 AND 20, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE NORTH 45°01'26" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF 129TH AVENUE, 39.28 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 45°00'35" WEST, 6.00 FEET; THENCE NORTH 45°01'26" EAST, 228.04 FEET; THENCE SOUTH 45°00'35" E, 6.00 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 45°01'26" WEST, 228.04 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 1,368 SQUARE FEET OR 0.031 ACRE, MORE OR LESS.

### LINE TABLE

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | N45°01'26"E | 39.28' |
| L2   | N45°00'35"W | 6.00'  |
| L3   | S45°00'35"E | 6.00'  |

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865  
DATE: MARCH 27, 2026

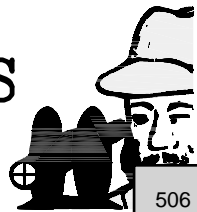
THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 23, 2026 |
| <i>SHEET 2 of 2</i>  |
| W.O. 6330.C          |

|                      |                               |
|----------------------|-------------------------------|
| ABBREVIATION LEGEND: |                               |
| (F)                  | = Field Data                  |
| (P)                  | = Data per Plat               |
| (PA)                 | = Data per Property Appraiser |
| POB                  | = Point of Beginning          |
| POC                  | = Point of Commencement       |
| R/W                  | = Right-of-Way                |
| ☉                    | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763

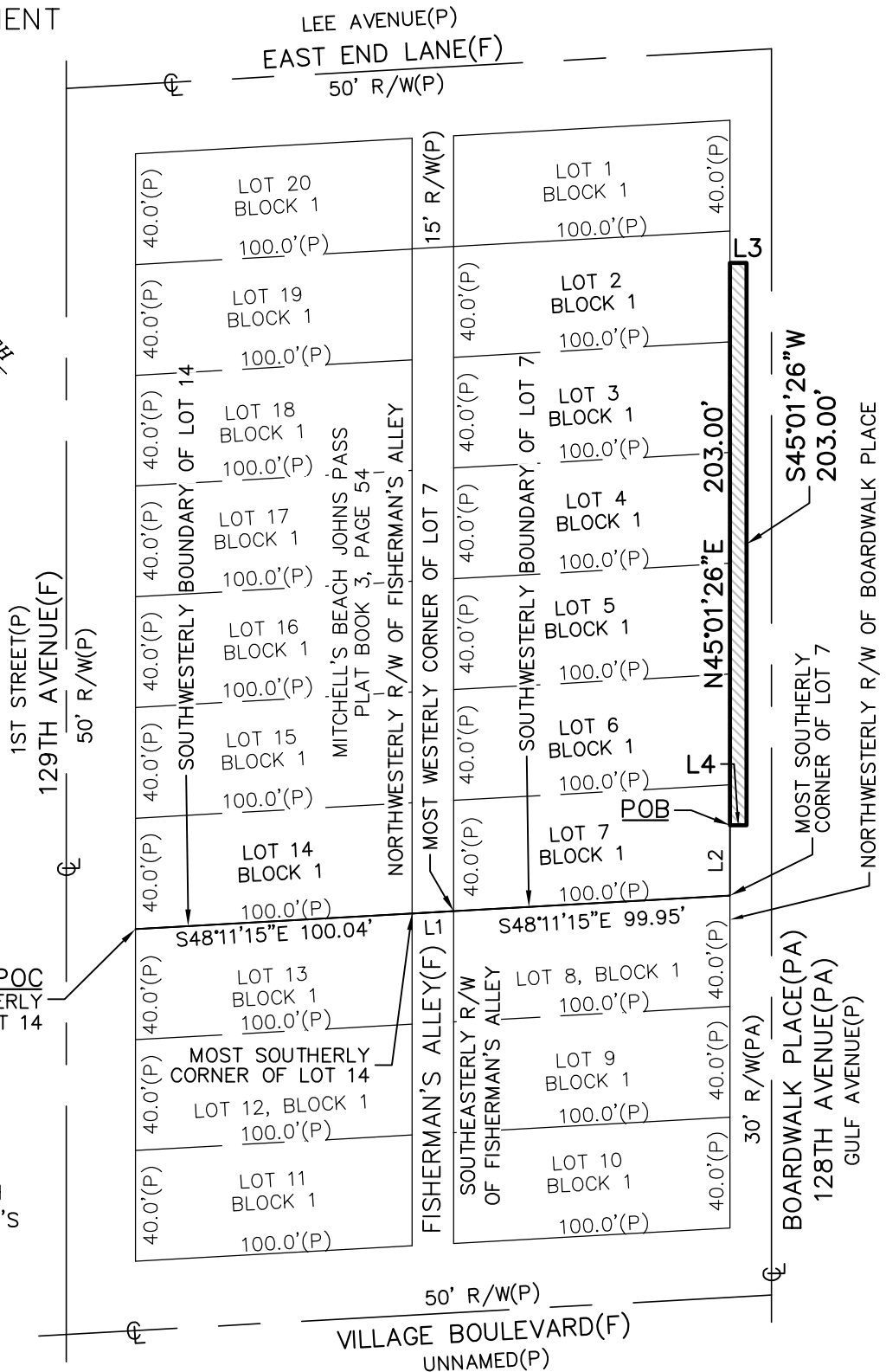
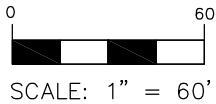
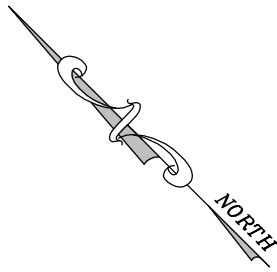


LB 7466 506

# SKETCH-OF-LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL Item 10D.

BALCONY, AWNING &  
ROOF AGREEMENT



**SURVEYOR'S NOTES:**

1. BEARING BASIS: THE NORTH RIGHT-OF-WAY OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.
2. SEE SHEET 2 FOR LINE TABLE.

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 24, 2026 |
| SCALE: 1"=60'        |
| SHEET 1 of 2         |
| W.O. 6330.D          |

|                             |                               |
|-----------------------------|-------------------------------|
| <b>ABBREVIATION LEGEND:</b> |                               |
| (F)                         | = Field Data                  |
| (P)                         | = Data per Plat               |
| (PA)                        | = Data per Property Appraiser |
| POB                         | = Point of Beginning          |
| POC                         | = Point of Commencement       |
| R/W                         | = Right-of-Way                |
| ⊕                           | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763

LB 7466 507

# SKETCH—OF—LEGAL

## BALCONY, AWNING & ROOF AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL Item 10D.

### LEGAL DESCRIPTION:

A PORTION OF BOARDWALK PLACE, ALSO KNOWN AS 128TH AVENUE, ADJACENT TO LOTS 2, 3, 4, 5, 6 AND 7, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE SOUTH 48°11'15" EAST, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 14, 100.04 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF FISHERMAN'S ALLEY, SAID POINT BEING THE MOST SOUTHERLY CORNER OF SAID LOT 14; THENCE LEAVING THE SOUTHWESTERLY BOUNDARY OF SAID LOT 14, SOUTH 48°11'15" EAST, 15.02 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID FISHERMAN'S ALLEY, SAID POINT BEING THE MOST WESTERLY CORNER OF SAID LOT 7; THENCE SOUTH 48°11'15" EAST, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 7, 99.95 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF SAID BOARDWALK PLACE, SAID POINT BEING THE MOST SOUTHERLY CORNER OF SAID LOT 7; THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY OF LOT 7, NORTH 45°01'26" EAST, ALONG THE SAID NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, 25.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 45°01'26" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, 203.00 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, SOUTH 45°00'00" EAST, 6.00 FEET; THENCE SOUTH 45°01'26" WEST, 203.00 FEET; THENCE NORTH 45°00'00" WEST, 6.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 1,218 SQUARE FEET OR 0.028 ACRE, MORE OR LESS.

### LINE TABLE

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | S48°11'15"E | 15.02' |
| L2   | N45°01'26"E | 25.38' |
| L3   | S45°00'00"E | 6.00'  |
| L4   | N45°00'00"W | 6.00'  |

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865  
DATE: MARCH 27, 2026

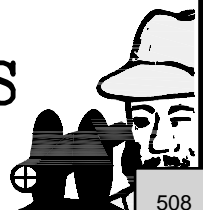
NAME AND ADDRESS OF THE PREPARER:

THIS IS NOT A BOUNDARY SURVEY

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 24, 2026 |
| <i>SHEET 2 of 2</i>  |
| W.O. 6330.D          |

|                             |                               |
|-----------------------------|-------------------------------|
| <b>ABBREVIATION LEGEND:</b> |                               |
| (F)                         | = Field Data                  |
| (P)                         | = Data per Plat               |
| (PA)                        | = Data per Property Appraiser |
| POB                         | = Point of Beginning          |
| POC                         | = Point of Commencement       |
| R/W                         | = Right-of-Way                |
| ☉                           | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763



LB 7466

508



# SKETCH—OF—LEGAL

## BALCONY, AWNING & ROOF AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL Item 10D.

### LEGAL DESCRIPTION:

A PORTION OF BOARDWALK PLACE, ALSO KNOWN AS 128TH AVENUE, ADJACENT TO LOT 9, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE SOUTH 48°11'15" EAST ALONG THE SOUTHWESTERLY BOUNDARY, AND THE SOUTHEASTERLY EXTENSION THEREOF, OF SAID LOT 14, 115.06 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF FISHERMAN'S ALLEY, SAID POINT BEING THE MOST NORTHERLY CORNER OF LOT 8, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE SOUTH 45°01'26" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, 79.98 FEET TO THE MOST WESTERLY CORNER OF LOT 9, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 48°11'15" EAST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 9, 99.95 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF SAID BOARDWALK PLACE, SAID POINT BEING THE MOST SOUTHERLY CORNER OF SAID LOT 9 AND THE POINT OF BEGINNING; THENCE LEAVING THE SOUTHWESTERLY BOUNDARY OF SAID LOT 9, NORTH 45°01'26" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, 17.90 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 45°00'00" EAST, 6.00 FEET; THENCE SOUTH 45°01'26" WEST, 17.90 FEET; THENCE NORTH 45°00'00" WEST, 6.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 107 SQUARE FEET OR 0.002 ACRE, MORE OR LESS.

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | N45°01'26"E | 17.90' |
| L2         | S45°00'00"E | 6.00'  |
| L3         | S45°01'26"W | 17.90' |
| L4         | N45°00'00"W | 6.00'  |

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865  
DATE: MARCH 27, 2026

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 24, 2026 |
| <i>SHEET 2 of 2</i>  |
| W.O. 6330.E          |

|                             |                               |
|-----------------------------|-------------------------------|
| <b>ABBREVIATION LEGEND:</b> |                               |
| (F)                         | = Field Data                  |
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| (PA)                        | = Data per Property Appraiser |
| POB                         | = Point of Beginning          |
| POC                         | = Point of Commencement       |
| R/W                         | = Right-of-Way                |
| ☉                           | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763



510

LB 7466

EXHIBIT B  
GRANTEE PROPERTY

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH  
JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT  
BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL IDENTIFICATION NUMBERS:

- 15-31-15-58320-001-0020
- 15-31-15-58320-001-0040
- 15-31-15-58320-001-0050
- 15-31-15-58320-001-0060
- 15-31-15-58320-001-0070
- 15-31-15-58320-001-0080
- 15-31-15-58320-001-0090
- 15-31-15-58320-001-0140
- 15-31-15-58320-001-0160
- 15-31-15-58320-001-0170
- 15-31-15-58320-001-0190
- 15-31-15-58320-001-0200

**EXHIBIT F**  
**Pelican Lane Extension Access Agreement**

*See attached.*

PREPARED BY AND RETURN TO:  
 Macfarlane, Ferguson & McMullen, P.A.  
 Brian J. Aungst, Jr., Esq.  
 625 Court Street, Suite 200  
 Clearwater, Florida 33756

### PELICAN LANE ACCESS AGREEMENT

THIS PELICAN LANE ACCESS AGREEMENT (the “*Agreement*”) is dated this \_\_\_\_ day of \_\_\_\_\_, 2026, and is made by JPV HOTEL PROPERTY, LLC, a Florida limited liability company, whose address for notice purposes is 101 150th Avenue, Madeira Beach, Florida 33708 (“*Grantor*”), in favor of the CITY OF MADEIRA BEACH, FLORIDA, a political subdivision of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach, Florida 33708 (the “*City*”).

WHEREAS, the Grantor and the City entered into that certain Development Agreement for the John’s Pass Village Resort development project (the “*JPV Resort*”) dated \_\_\_\_\_, 202\_\_, and recorded \_\_\_\_\_, 202\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Pinellas County, Florida (the “*Development Agreement*”). Further, the City approved a Site Plan for the JPV Resort and the Site Plan contemplate the Grantor granting an easement for public access over certain land owned by the Grantor; and

WHEREAS, the Grantor is the owner of the real property located in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto (the “*JPV Property*”), and the real property more particularly described in Exhibit "B" attached hereto (the “*Easement Area*”). The Easement Area is a part of the JPV Property and is a private extension of Pelican Lane and associated sidewalk facilities; and

WHEREAS, the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space with exterior landscaping and hardscaping, and as part of that development, the Easement Area is intended to be improved as a privately-maintained extension of the roadway commonly known as Pelican Lane; and

WHEREAS, the Grantor has agreed to grant to the City a non-exclusive easement for access across, over and upon the Easement Area for public pedestrian, vehicle and bicycle access, subject to the other and further terms of this Easement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement for Public Access to Extension of Pelican Lane. The Grantor hereby declares and grants for the benefit and in favor of the City, a perpetual, non-exclusive easement over, across and upon the Easement Area for pedestrian, vehicle and bicycle use and access by the general public commencing as described hereafter, together with incidental rights for emergency, public safety, and municipal access reasonably necessary for the use, safety, and regulation of the Easement Area.

2. Use of Easement Area. The Easement Area shall be used solely as a privately-maintained extension of the roadway commonly known as Pelican Lane for pedestrian, vehicle and bicycle access and circulation by the general public, and for no other purpose. No structures shall be constructed, erected or placed, whether temporarily or permanently, upon the surface of the Easement Area that would materially impair the normal operation or use of the Easement Area for pedestrian and bicycle purposes. The Easement Area may not be used by any person, firm or entity for the purpose of overnight sleeping, unlawful activity or in any manner that shall, in the sole opinion of the Grantor, constitute a nuisance, whether public or private. Nothing herein shall limit the City's authority to enforce applicable laws, ordinances, or public safety regulations within the Easement Area.

3. Commencement of Easement. The parties acknowledge that the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space as contemplated by the Development Agreement and the Site Plan. At the time of execution of this Agreement, the Easement Area has not been improved with the extension of the roadway commonly known as Pelican Lane, and that such roadway improvements would be constructed in conjunction with the construction of the hotel, retail, restaurant, and event space on the JPV Property. The parties agree that the easement granted herein shall commence only upon the completion of the construction of the hotel, retail, restaurant, and event space on the JPV Property and the installation of the roadway improvements within the Easement Area. The parties further agree that the easement is intended to be over, across and upon the actual roadway that is constructed on the Easement Area, and that upon completion of construction, the Easement Area shall be considered the roadway where it is located and as it may be aligned from time to time.

4. Easement Area Owned by Grantor. The City acknowledges that the Easement Area is owned by the Grantor and nothing in this Agreement shall be construed so as to create any ownership interest in the Easement Area by the City, the public, or any person, firm or entity other than the Grantor. The easement granted herein provides for the public to have the right to use the Easement Area as a roadway, but is not intended as a conveyance, dedication or other transfer of the Easement Area for public ownership. The Grantor shall have the right to use the Easement Area in any manner as determined by the Grantor so long as such use shall not materially interfere with the use of the Easement Area by the public in accordance with this Agreement. The City shall have no authority to construct or install anything on or in the Easement Area, and shall have no authority to regulate or grant any other right for the use of the Easement Area beyond what is granted herein by the Grantor, except as may be necessary for the enforcement of applicable laws, ordinances, and public safety regulations, and nothing herein shall be interpreted to limit the City's governmental or police powers with respect to the Easement Area. The Grantor shall not construct or install anything on the Easement Area that would materially interfere with the public's use of the Easement Area as contemplated by this Agreement.

5. Maintenance of Easement Area. The Grantor shall be responsible, at the Grantor's sole cost, for the maintenance and repair of the Easement Area and any improvements constructed thereon from time to time and shall maintain the Easement Area in a safe, clean, and good condition consistent with its intended use for pedestrian and bicycle access. The Grantor reserves the right

to from time to time repair and/or replace the roadway with materials different from those in its original construction provided that any such repair or replacement shall maintain the Easement Area in a condition suitable for its intended public access purposes and shall comply with the City's applicable codes and building regulations in effect at the time of such repair or replacement.

6. Covenant Running ~~W~~with the Land. This Agreement shall constitute a covenant running with the land of the JPV Property and the Easement Area, and shall be binding on and shall inure to the benefit of the parties and their successors and assigns; provided, however, that the Grantor may not assign any or all of its rights or obligations under this Agreement independent of the conveyance of title to the JPV Property.

7. City Indemnification. The City agrees that it shall indemnify and hold harmless the Grantor, and its members, officers, employees, agents and authorized representatives, as well as its successors and assigns (collectively, the "*Grantor Indemnitees*"), from and against any claim, demand, damage, injury, cause of action, suit, judgment, cost and expense of any kind whatsoever, including without limitation court costs and attorney's fees whether incurred by or awarded against any Grantor Indemnatee (collectively, a "*Claim*"), claimed or demanded by any person, firm or entity whatsoever, arising out of, in connection with, or related in any way to the public use of the Easement Area; provided, however, that such indemnification shall not apply to any Claim that shall have been proximately caused by the wrongful act or negligence of the Grantor or any of the Grantor Indemnitees. Nothing herein shall be deemed a waiver of sovereign immunity pursuant to F.S. Section 768.28.

8. Jurisdiction and Venue. This Agreement shall be construed using the laws of the State of Florida. No amendment or other change to this Agreement shall be effective unless or until the same shall be in writing and executed by both parties. Time is of the essence of this Agreement. Venue for any litigation concerning the enforcement or interpretation of this Agreement shall be Pinellas County, Florida, and each party hereby waives any right it may have to insist on venue in any other location. No failure to enforce any obligation under this Agreement on any occasion shall constitute a waiver of the right to enforce such obligation in the future. The parties are each represented by legal counsel prior to the execution of this Agreement, and the terms of this Agreement shall not be construed in favor of or against either party. In connection with any litigation concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorney's fees at all trial and appellate levels.

[Signature Page Page(s) to Follow]  
[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

In The Presence Of:

JPV HOTEL PROPERTY, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Karns, its Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by WILLIAM F. KARNS, as Manager of JPV Hotel Property, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(NOTARY SEAL)

CITY OF MADEIRA BEACH

By: \_\_\_\_\_  
Michael Helfrich, City Manager

Attest:

By: \_\_\_\_\_  
Clara VanBlargan, City Clerk

Countersigned:

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

Approved as to Form:

By: \_\_\_\_\_  
Thomas J. Trask, Esq., City Attorney

EXHIBIT A  
JPV Property Description

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH  
JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT  
BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

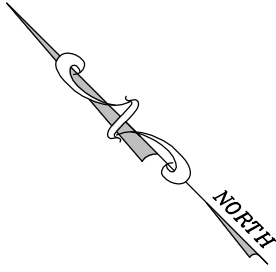
EXHIBIT B  
Easement Area

*See attached.*

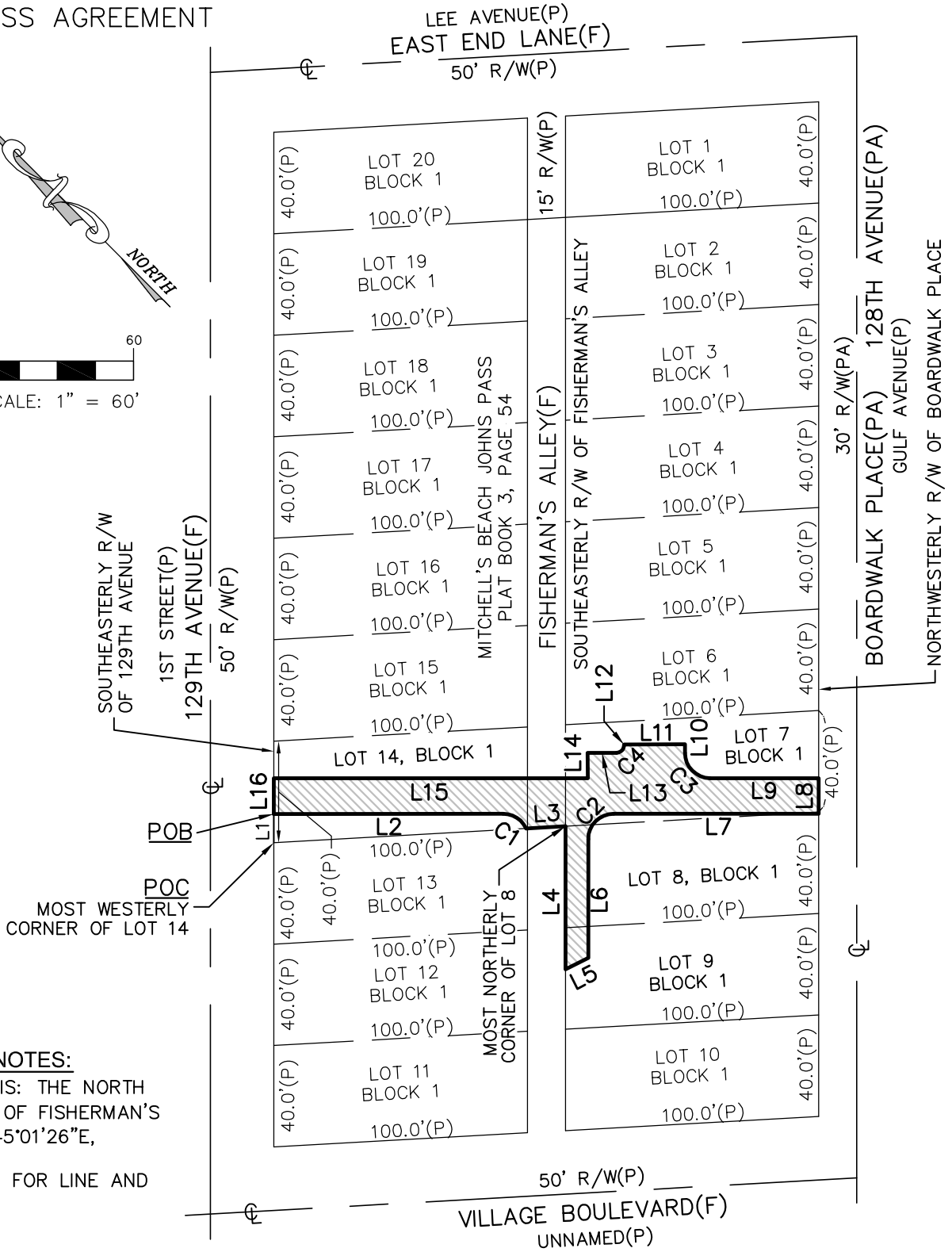
# SKETCH-OF-LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL Item 10D.

PELICAN LANE  
ACCESS AGREEMENT



0 60  
SCALE: 1" = 60'



**SURVEYOR'S NOTES:**

1. BEARING BASIS: THE NORTH RIGHT-OF-WAY OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.

THIS IS NOT A BOUNDARY SURVEY

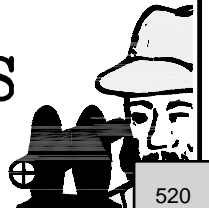
NAME AND ADDRESS OF THE PREPARER:

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 23, 2026 |
| SCALE: 1"=60'        |
| SHEET 1 of 2         |
| W.O. 6330.B          |

**ABBREVIATION LEGEND:**

|      |                               |
|------|-------------------------------|
| (F)  | = Field Data                  |
| (P)  | = Data per Plat               |
| (PA) | = Data per Property Appraiser |
| POB  | = Point of Beginning          |
| POC  | = Point of Commencement       |
| R/W  | = Right-of-Way                |
| ⊕    | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763



LB 7466

# SKETCH—OF—LEGAL

## PELICAN LANE ACCESS AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL Item 10D.

### LEGAL DESCRIPTION:

A PORTION OF LOTS 7, 8, 9 AND 14, BLOCK 1, TOGETHER WITH A PORTION OF FISHERMAN'S ALLEY, ALL IN MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE NORTH 45°01'26" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF 129TH AVENUE, 11.31 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY SOUTH 45°00'00" EAST, 90.36 FEET; THENCE 11.35 FEET ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 10.00 FEET, A DELTA OF 65°01'26", A CHORD BEARING OF SOUTH 12°29'17" EAST AND A CHORD OF 10.75 FEET; THENCE SOUTH 48°11'15" EAST, 15.48 FEET; THENCE SOUTH 45°01'26" WEST, 56.38 FEET; THENCE SOUTH 71°46'54" EAST, 10.08 FEET; THENCE NORTH 45°01'26" EAST, 46.76 FEET; THENCE 15.70 FEET ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 10.00 FEET, A DELTA OF 89°58'34", A CHORD BEARING OF SOUTH 89°59'17" EAST, AND A CHORD OF 14.14 FEET; THENCE SOUTH 45°00'00" EAST, 80.80 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, ALSO KNOWN AS 128TH AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 45°01'26" EAST, 14.00 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 45°00'00" WEST, 42.83 FEET; THENCE 15.55 FEET ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 10.00 FEET, A DELTA OF 89°05'18", A CHORD BEARING OF NORTH 00°27'21" EAST AND A CHORD OF 14.03 FEET; THENCE NORTH 45°00'00" EAST, 3.33 FEET; THENCE NORTH 45°00'00" WEST, 24.00 FEET; THENCE SOUTH 45°00'00" WEST, 0.33 FEET; THENCE 4.71 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 3.00 FEET, A DELTA OF 90°00'00", A CHORD BEARING OF SOUTH 90°00'00" WEST AND A CHORD OF 4.24 FEET; THENCE NORTH 45°00'00" WEST, 11.33 FEET; THENCE SOUTH 45°00'00" WEST, 10.00 FEET; THENCE NORTH 45°00'00" WEST, 123.67 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY OF 129TH AVENUE; THENCE SOUTH 45°01'26" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, 14.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 4,142 SQUARE FEET OR 0.095 ACRE, MORE OR LESS.

**CURVE TABLE**

| CURVE | RADIUS | LENGTH | CHORD  | BEARING     | DELTA     |
|-------|--------|--------|--------|-------------|-----------|
| C1    | 10.00' | 11.35' | 10.75' | S12°29'17"E | 65°01'26" |
| C2    | 10.00' | 15.70' | 14.14' | S89°59'17"E | 89°58'34" |
| C3    | 10.00' | 15.55' | 14.03' | N00°27'21"E | 89°05'18" |
| C4    | 3.00'  | 4.71'  | 4.24'  | S90°00'00"W | 90°00'00" |

**LINE TABLE**

| LINE | BEARING     | LENGTH  |
|------|-------------|---------|
| L1   | N45°01'26"E | 11.31'  |
| L2   | S45°00'00"E | 90.36'  |
| L3   | S48°11'15"E | 15.48'  |
| L4   | S45°01'26"W | 56.38'  |
| L5   | S71°46'54"E | 10.08'  |
| L6   | N45°01'26"E | 46.76'  |
| L7   | S45°00'00"E | 80.80'  |
| L8   | N45°01'26"E | 14.00'  |
| L9   | N45°00'00"W | 42.83'  |
| L10  | N45°00'00"E | 3.33'   |
| L11  | N45°00'00"W | 24.00'  |
| L12  | S45°00'00"W | 0.33'   |
| L13  | N45°00'00"W | 11.33'  |
| L14  | S45°00'00"W | 10.00'  |
| L15  | N45°00'00"W | 123.67' |
| L16  | S45°01'26"W | 14.00'  |

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865  
DATE: MARCH 27, 2026

NAME AND ADDRESS OF THE PREPARER:

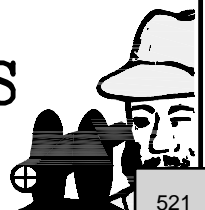
THIS IS NOT A BOUNDARY SURVEY

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 23, 2026 |
| SHEET 2 of 2         |
| W.O. 6330.B          |

**ABBREVIATION LEGEND:**

|      |                               |
|------|-------------------------------|
| (F)  | = Field Data                  |
| (P)  | = Data per Plat               |
| (PA) | = Data per Property Appraiser |
| POB  | = Point of Beginning          |
| POC  | = Point of Commencement       |
| R/W  | = Right-of-Way                |
| ☉    | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763

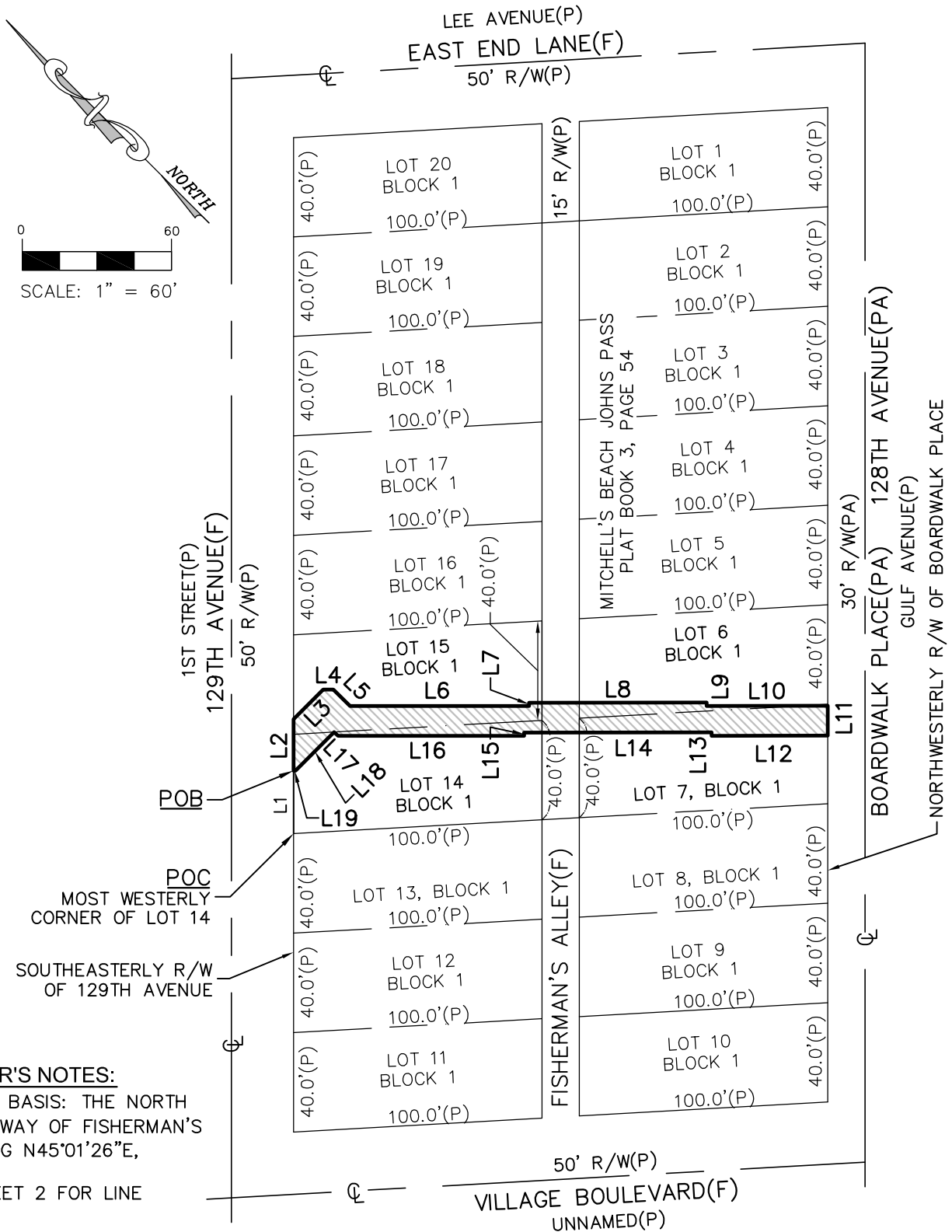
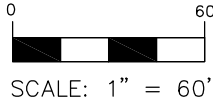
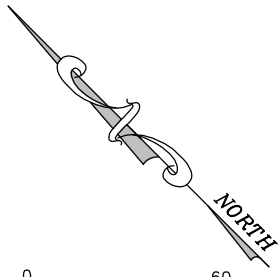


# SKETCH-OF-LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL

Item 10D.

## SIDEWALK ACCESS AGREEMENT



**SURVEYOR'S NOTES:**

1. BEARING BASIS: THE NORTH RIGHT-OF-WAY OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.
2. SEE SHEET 2 FOR LINE TABLE.

THIS IS NOT A BOUNDARY SURVEY

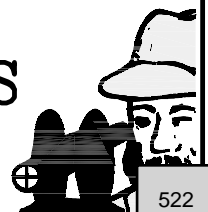
NAME AND ADDRESS OF THE PREPARER:

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 24, 2026 |
| SCALE: 1"=60'        |
| SHEET 1 of 2         |
| W.O. 6330.G          |

**ABBREVIATION LEGEND:**

|      |                               |
|------|-------------------------------|
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GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763



LB 7466

# SKETCH—OF—LEGAL

## SIDEWALK ACCESS AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL

Item 10D.

### LEGAL DESCRIPTION:

A PORTION OF LOTS 6, 7, 14 AND 15, BLOCK 1, TOGETHER WITH A PORTION OF FISHERMAN'S ALLEY, ALL IN MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE NORTH 45°01'26" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF 129TH AVENUE, 25.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 45°01'26" EAST, 20.76 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 90°00'00" EAST, 16.84 FEET; THENCE SOUTH 45°00'00" EAST, 4.09 FEET; THENCE SOUTH 00°00'00" EAST, 9.43 FEET; THENCE SOUTH 45°00'00" EAST, 72.00 FEET; THENCE NORTH 45°00'00" EAST, 1.33 FEET; THENCE SOUTH 45°00'00" EAST, 71.33 FEET; THENCE SOUTH 45°00'00" WEST, 1.33 FEET; THENCE SOUTH 44°59'56" EAST, 48.68 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, ALSO KNOWN AS 128TH AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 45°01'26" WEST, 12.00 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 44°59'56" WEST, 46.67 FEET; THENCE NORTH 45°00'00" EAST, 1.33 FEET; THENCE NORTH 45°00'00" WEST, 75.33 FEET; THENCE SOUTH 45°00'00" WEST, 1.33 FEET; THENCE NORTH 45°00'00" WEST, 74.84 FEET; THENCE NORTH 00°00'00" EAST, 2.17 FEET; THENCE NORTH 90°00'00" WEST; 21.97 FEET; THENCE NORTH 45°00'00" WEST, 0.76 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 2,735 SQUARE FEET OR 0.063 ACRE, MORE OR LESS.

LINE TABLE

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | N45°01'26"E | 25.31' |
| L2   | N45°01'26"E | 20.76' |
| L3   | S90°00'00"E | 16.84' |
| L4   | S45°00'00"E | 4.09'  |
| L5   | S00°00'00"E | 9.43'  |
| L6   | S45°00'00"E | 72.00' |
| L7   | N45°00'00"E | 1.33'  |
| L8   | S45°00'00"E | 71.33' |
| L9   | S45°00'00"W | 1.33'  |
| L10  | S44°59'56"E | 48.68' |
| L11  | S45°01'26"W | 12.00' |
| L12  | N44°59'56"W | 46.67' |
| L13  | N45°00'00"E | 1.33'  |
| L14  | N45°00'00"W | 75.33' |
| L15  | S45°00'00"W | 1.33'  |
| L16  | N45°00'00"W | 74.84' |
| L17  | N00°00'00"E | 2.17'  |
| L18  | N90°00'00"W | 21.97' |
| L19  | N45°00'00"W | 0.76'  |

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865  
DATE: MARCH 27, 2026

NAME AND ADDRESS OF THE PREPARER:

THIS IS NOT A BOUNDARY SURVEY

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 24, 2026 |
| SHEET 2 of 2         |
| W.O. 6330.G          |

|                      |                               |
|----------------------|-------------------------------|
| ABBREVIATION LEGEND: |                               |
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| R/W                  | = Right-of-Way                |
| ☉                    | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763



LB 7466

**EXHIBIT G**  
**Fisherman's Alley Garage Access Agreement**

*See attached.*

PREPARED BY AND RETURN TO:  
 Macfarlane, Ferguson & McMullen, P.A.  
 Brian J. Aungst, Jr., Esq.  
 625 Court Street, Suite 200  
 Clearwater, Florida 33756

**FISHERMAN’S ALLEY GARAGE ACCESS AGREEMENT**

THIS FISHERMAN’S ALLEY GARAGE ACCESS AGREEMENT (the “*Agreement*”) is dated this \_\_\_\_ day of \_\_\_\_\_, 2026, and is made by JPV HOTEL PROPERTY, LLC, a Florida limited liability company, whose address for notice purposes is 101 150th Avenue, Madeira Beach, Florida 33708 (“*Grantor*”), in favor of Pinellas County Parcel Identification Numbers 15-31-15-58320-001-0010 and 15-31-15-97848-002-0020, whose respective addresses are 224 Boardwalk Place E, Madeira Beach, Florida 33708 and 12801 East End Lane, Madeira Beach, Florida 33708 (collectively, the “*Parcel Owners*”) and, specifically with regard to the public parking spaces referenced herein, in favor of the City of Madeira Beach, Florida, a municipal corporation of the State of Florida (the “*City*”).

WHEREAS, the Grantor and the City of Madeira Beach entered into that certain Development Agreement for the John’s Pass Village Resort development project (the “*JPV Resort*”) dated \_\_\_\_\_, 202\_\_, and recorded \_\_\_\_\_, 202\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Pinellas County, Florida (the “*Development Agreement*”). Further, the City approved a Site Plan for the JPV Resort and the Site Plan contemplate the Grantor granting an easement for private access over certain land owned by the Grantor; and

WHEREAS, the Grantor is the owner of the real property located in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto (the “*JPV Property*”), and the real property more particularly described in Exhibit "B" attached hereto (the “*Easement Area*”). The Easement Area is a part of the JPV Property and is a private garage constructed on what is commonly known as Fisherman’s Alley; and

WHEREAS, the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space with exterior landscaping and hardscaping, and as part of that development, the Easement Area is intended to be improved as a garage on the area commonly known as Fisherman’s Alley; and

WHEREAS, the Grantor has agreed to provide ninety-two (92) public parking spaces at specific limited hourly rates within the parking garage constructed on the area commonly known as Fisherman’s Alley; and

WHEREAS, the Grantor has agreed to grant to the Parcel Owners a non-exclusive easement for access across, over and upon the Easement Area for private pedestrian and bicycle access, subject to the other and further terms of this Easement Agreement..

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement for Private Access to Extension of Pelican Lane. The Grantor hereby declares and grants for the benefit and in favor of the Parcel Owners, a perpetual, non-exclusive easement over, across and upon the Easement Area for vehicular, pedestrian, and bicycle use and access by the Parcel Owners and their invitees commencing as described hereafter.

2. Memorialization of Public Parking Spaces and Rates. Grantor hereby declares and grants for the benefit of the public dedication of ninety-two (92) parking spaces within the parking garage constructed on the JPV Property which will be offered to the general public at a rate which is the higher of \$5.50 per hour or \$1.00 more than the average rate being offered by the City of Madeira Beach within the John's Pass Village Activity Center.

3. Use of Easement Area. The Easement Area shall be used solely as a privately-maintained garage on property commonly known as Fisherman's Alley, and for no other purpose. No structures shall be constructed, erected or placed, whether temporarily or permanently, upon the surface of the Easement Area that would materially impair the normal operation or use of the Easement Area for garage purposes. The Easement Area may not be used by any person, firm or entity in any manner that shall, (i) violate any applicable federal, state, or local law, ordinance, regulation, or building code, or (ii) materially interfere with the intended use of the Easement Area as a garage and access facility, or (iii) in the sole opinion of the Grantor, constitute a nuisance, whether public or private.

4. Commencement of Easement. The parties acknowledge that the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space as contemplated by the Development Agreement and the Site Plan. At the time of execution of this Agreement, the Easement Area has not been improved, and that such improvements would be constructed in conjunction with the construction of the hotel, retail, restaurant, and event space on the JPV Property. The parties agree that the easement granted herein shall commence only upon the completion of the construction of the hotel, retail, restaurant, and event space on the JPV Property within the Easement Area. The parties further agree that the easement is intended to be over, across and upon the garage that is constructed on the Easement Area, and that upon completion of construction, the Easement Area shall be considered the garage where it is located and as it may be aligned from time to time.

5. Easement Area Owned by Grantor. The City acknowledges that the Easement Area is owned by the Grantor and nothing in this Agreement shall be construed so as to create any ownership interest in the Easement Area by the City, the public, or any person, firm or entity other than the Grantor. The easement granted herein provides for the Parcel Owners to have the right to use the Easement Area as a garage, but is not intended as a conveyance, dedication or other transfer of the Easement Area for public ownership or otherwise. The Grantor shall have the right to use the Easement Area in any manner as determined by the Grantor so long as such use shall not materially interfere with the use of the Easement Area by the Parcel Owners in accordance with

this Agreement. The City shall have no authority to construct or install anything on or in the Easement Area, and shall have no authority to regulate or grant any other right for the use of the Easement Area beyond what is granted herein by the Grantor except as may be necessary for the enforcement of applicable laws, ordinances, and public safety regulations, and nothing herein shall be interpreted to limit the City's governmental or police powers with respect to the Easement Area. The Grantor shall not construct or install anything on the Easement Area that would materially interfere with the Parcel Owners' use of the Easement Area as contemplated by this Agreement.

6. Maintenance of Easement Area. The Grantor shall be responsible, at the Grantor's sole cost, for the maintenance and repair of the Easement Area and any improvements constructed thereon from time to time and shall maintain the Easement Area in a safe, clean, and good condition consistent with its intended use for vehicular, pedestrian, and bicycle access. The Grantor reserves the right to from time to time repair and/or replace the roadway with materials different from those in its original construction as long as such different materials comply with the City's building regulations in effect at the time of such repair or replacement.

7. Covenant Running With the Land. This Agreement shall constitute a covenant running with the land of the JPV Property and the Easement Area, and shall be binding on and shall inure to the benefit of the parties and their successors and assigns; provided, however, that the Grantor may not assign any or all of its rights or obligations under this Agreement independent of the conveyance of title to the JPV Property.

8. Jurisdiction and Venue. This Agreement shall be construed using the laws of the State of Florida. No amendment or other change to this Agreement shall be effective unless or until the same shall be in writing and executed by both parties. Time is of the essence of this Agreement. Venue for any litigation concerning the enforcement or interpretation of this Agreement shall be Pinellas County, Florida, and each party hereby waives any right it may have to insist on venue in any other location. No failure to enforce any obligation under this Agreement on any occasion shall constitute a waiver of the right to enforce such obligation in the future. The parties are each represented by legal counsel prior to the execution of this Agreement, and the terms of this Agreement shall not be construed in favor of or against either party. In connection with any litigation concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorney's fees at all trial and appellate levels.

[Signature Page Page(s) to Follow]  
[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

In The Presence Of:

JPV HOTEL PROPERTY, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Karns, its Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by WILLIAM F. KARNS, as Manager of JPV Hotel Property, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

(NOTARY SEAL)

CITY OF MADEIRA BEACH

By: \_\_\_\_\_  
Michael Helfrich, City Manager

Attest:

By: \_\_\_\_\_  
Clara VanBlargan, City Clerk

Countersigned:

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

Approved as to Form:

By: \_\_\_\_\_  
Thomas J. Trask, Esq., City Attorney

EXHIBIT A  
JPV Property Description

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH  
JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT  
BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

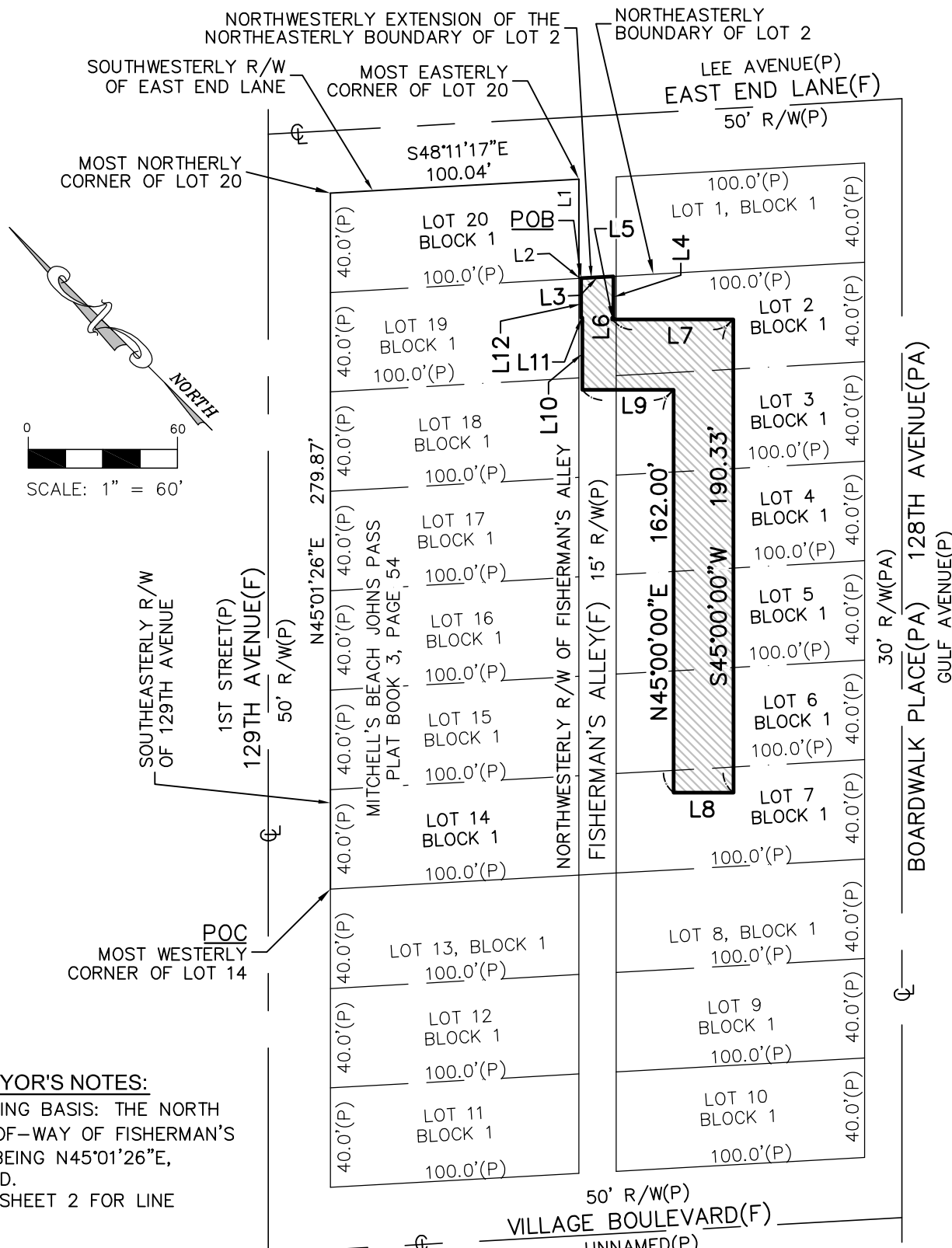
EXHIBIT B  
Easement Area

*See attached.*

# SKETCH-OF-LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL Item 10D.

## GARAGE ACCESS AGREEMENT



**SURVEYOR'S NOTES:**

1. BEARING BASIS: THE NORTH RIGHT-OF-WAY OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.
2. SEE SHEET 2 FOR LINE TABLE.

THIS IS NOT A BOUNDARY SURVEY

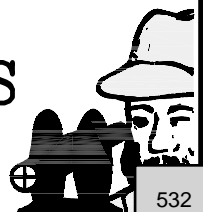
NAME AND ADDRESS OF THE PREPARER:

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 24, 2026 |
| SCALE: 1"=60'        |
| SHEET 1 of 2         |
| W.O. 6330.F          |

**ABBREVIATION LEGEND:**

|      |                               |
|------|-------------------------------|
| (F)  | = Field Data                  |
| (P)  | = Data per Plat               |
| (PA) | = Data per Property Appraiser |
| POB  | = Point of Beginning          |
| POC  | = Point of Commencement       |
| R/W  | = Right-of-Way                |
| ☉    | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763



LB 7466

# SKETCH—OF—LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FL

Item 10D.

## GARAGE ACCESS AGREEMENT

### LEGAL DESCRIPTION:

A PORTION OF LOTS 2, 3, 4, 5, 6 AND 7, BLOCK 1, TOGETHER WITH A PORTION OF FISHERMAN'S ALLEY, ALL IN MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE NORTH 45°01'26" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF 129TH AVENUE, 279.87 FEET TO THE MOST NORTHERLY CORNER OF LOT 20, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 48°11'17" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF EAST END LANE, 100.04 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 20; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY, SOUTH 45°01'26" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID FISHERMAN'S ALLEY, 39.92 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY SOUTH 48°11'17" EAST, ALONG THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY BOUNDARY OF SAID LOT 2, 0.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY EXTENSION, SOUTH 48°11'17" EAST, 13.02 FEET; THENCE LEAVING SAID NORTHWESTERLY EXTENSION, SOUTH 45°00'00" WEST, 16.62 FEET; THENCE NORTH 45°00'00" WEST, 0.50 FEET; THENCE SOUTH 45°00'00" WEST, 0.67 FEET; THENCE SOUTH 45°00'00" EAST; 48.67 FEET; THENCE SOUTH 45°00'00" WEST, 190.33 FEET; THENCE NORTH 45°00'00" WEST, 24.00 FEET; THENCE NORTH 45°00'00" EAST, 162.00 FEET; THENCE NORTH 45°00'00" WEST, 36.67 FEET; THENCE NORTH 45°00'00" EAST, 29.00 FEET; THENCE NORTH 45°00'00" WEST, 0.50 FEET; THENCE NORTH 45°00'00" EAST, 15.90 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 5,826 SQUARE FEET OR 0.134 ACRE, MORE OR LESS.

### LINE TABLE

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | S45°01'26"W | 39.92' |
| L2   | S48°11'17"E | 0.87'  |
| L3   | S48°11'17"E | 13.02' |
| L4   | S45°00'00"W | 16.62' |
| L5   | N45°00'00"W | 0.50'  |
| L6   | S45°00'00"W | 0.67'  |
| L7   | S45°00'00"E | 48.67' |
| L8   | N45°00'00"W | 24.00' |
| L9   | N45°00'00"W | 36.67' |
| L10  | N45°00'00"E | 29.00' |
| L11  | N45°00'00"W | 0.50'  |
| L12  | N45°00'00"E | 15.90' |

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865  
DATE: MARCH 27, 2026

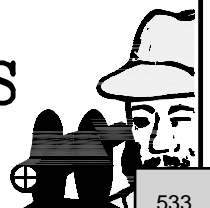
THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

|                      |
|----------------------|
| DRAWN BY: HW         |
| CHECKED BY: D.J.E.   |
| DATE: MARCH 24, 2026 |
| <i>SHEET 2 of 2</i>  |
| W.O. 6330.F          |

|                      |                               |
|----------------------|-------------------------------|
| ABBREVIATION LEGEND: |                               |
| (F)                  | = Field Data                  |
| (P)                  | = Data per Plat               |
| (PA)                 | = Data per Property Appraiser |
| POB                  | = Point of Beginning          |
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| R/W                  | = Right-of-Way                |
| ☉                    | = Centerline                  |

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763



LB 7466

533

**EXHIBIT H**  
**Impact Fees**

**Madeira**

| <b>Beach</b>         |                      | <b>MUNICIPAL FACILITIES</b> |                             |                |
|----------------------|----------------------|-----------------------------|-----------------------------|----------------|
| Existing or Proposed | CATEGORY OR CLASS    | Fee Rate                    | Building Area (Square Feet) | Total Fee      |
| Proposed             | Culture & Recreation | \$8.23                      | 126,968                     | \$1,044,946.64 |
| Proposed             | Public Safety        | \$0.42                      | 126,968                     | \$53,326.56    |
| Total Proposed:      |                      |                             |                             | \$1,098,273.20 |
| Existing             | Culture & Recreation | \$8.23                      | 3,124                       | \$25,710.52    |
| Existing             | Public Safety        | \$0.42                      | 3,124                       | \$1,312.08     |
| Total Existing:      |                      |                             |                             | \$27,022.60    |
| Final Total:         |                      |                             |                             | \$1,071,250.60 |

**Pinellas**

| Proposed or Existing | Land Use Type                            | Unit             | Fee Per Unit | Total Units | Total Fee    |
|----------------------|--|------------------|--------------|-------------|--------------|
| Proposed             | Resort Hotel                             | 1 Hotel Room     | \$3,208      | 87          | \$279,096    |
| Proposed             | Quality Restaurant                       | 1000 square feet | \$7,942      | 3,350       | \$26,605.70  |
| Proposed             | General Commercial: Under 100,000 sq. ft | 1000 square feet | \$3,396      | 7,550       | \$25,639.80  |
| Total:               |  |                  |              |             | \$331,342    |
| Existing             | General Commercial: Under 100,000 sq. ft | 1000 square feet | \$3,396      | 3,124       | \$10,609.10  |
| Total:               |  |                  |              |             | \$320,732.40 |

**CITY OF MADEIRA BEACH, FLORIDA  
BOARD OF COMMISSIONERS  
NOTICE OF PUBLIC HEARING TO CONSIDER DEVELOPMENT AGREEMENT**

**NOTICE IS HEREBY GIVEN** that the City of Madeira Beach Board of Commissioners will hold a **PUBLIC HEARING** to consider a Development Agreement between the **CITY OF MADEIRA BEACH** and **JPV Hotel Property, LLC**, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, FL 33708 on Wednesday, July 8, 2026, at 6:00 PM.

The **DEVELOPMENT AGREEMENT** is for the development of the properties located at:

| <b>Parcel ID</b>        | <b>Address</b>     |
|-------------------------|--------------------|
| 15-31-15-58320-001-0020 | 214 Boardwalk Pl E |
| 15-31-15-58320-001-0040 | 210 Boardwalk Pl E |
| 15-31-15-58320-001-0050 | 206 Boardwalk Pl E |
| 15-31-15-58320-001-0060 | 204 Boardwalk Pl E |
| 15-31-15-58320-001-0070 | Boardwalk Pl E     |
| 15-31-15-58320-001-0080 | Boardwalk Pl E     |
| 15-31-15-58320-001-0090 | 146 Boardwalk Pl E |
| 15-31-15-58320-001-0140 | 129th Ave E        |
| 15-31-15-58320-001-0160 | 129th Ave E        |
| 15-31-15-58320-001-0170 | 129th Ave E        |
| 15-31-15-58320-001-0190 | 129th Ave E        |
| 15-31-15-58320-001-0200 | 129th Ave E        |

The Development Agreement proposes to develop the properties listed above consisting of 1.457 acres for the construction of the following uses:

- Hotel: 87 units (24 studios, 32 one-bedroom, 28 two-bedroom, 3 three-bedroom)
- Retail: 7,550 square feet
- 1st Floor Restaurant: 3,350 square feet
- 1st Floor Cafe: 1,000 square feet
- 6th Floor Restaurant: 3,900 square feet
- Event Space: 2,800 square feet

The applicant is requesting Planned Development (PD) flexibility for the following:

- Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE
- Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE
- Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial
- Front setback: 0 feet instead of 10 feet for multi-story buildings
- Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building Balconies, awnings & roof overhang located over ROW: 6 foot encroachment beyond property line on north and south sides of building
- Visibility Triangle: New building encroaches into 25' property line visibility triangle at

intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').

The Board of Commissioners, in approving a development agreement, is authorized, without limitation, to grant relief from any provision of the land development regulations that is otherwise authorized to be waived, varied or granted by the land development regulations.

The development agreement, neighborhood meeting records, and concept plans are available for review at: <https://madeirabeachfl.gov/plan-review-documents/>, or at the Madeira Beach Community Development Department, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida from 8:00 a.m. to 4:30 p.m. Monday through Friday.

If you would like more information regarding the development agreement, please contact the Community Development Department at [Planning@madeirabeachfl.gov](mailto:Planning@madeirabeachfl.gov) or 727-409-3226.

The meeting will also be aired on Public Access TV Spectrum Channel 640 and through the city's website at <https://madeirabeachfl.gov/>

Public comments can be submitted by email to [Planning@madeirabeachfl.gov](mailto:Planning@madeirabeachfl.gov) .

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during a 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 Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Community Development office no later than 48 hours prior to the meeting: 727-409-3226



### AFFIDAVIT OF POSTING

Date: 6/24/26

Postings for: John's Pass Village  
Hotel PD Development Agreement

Before me this day Andrew Morris personally appeared. (H) he/she has posted public notices at the locations indicated in the notice document(s).

[Signature]  
Signature

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me this 24<sup>th</sup> day of June, 20 26.

Personally known or produced \_\_\_\_\_ as identification.




Notary Public Stamp

[Signature: Barbara A. Scott]  
Notary Public

6/24/26  
Date

\*Copy of public notice is attached.




  
 INC
   
 d on June 22, 2026, at
   
 Chambers, located at 300
   
 ted below. This
   
 ined 640 for viewers
   
 ng the "Watch Live
   
**DF DECISION #2026-02**
  
 708
   
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 e entire length of the
   
 t to the rear property
   
 ust not exceed three
   
 eet are permitted
   
 idential property lines
   
 y by the permitting
   
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 and sand fences must
   
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 em jurisdiction attacking the
   
 first apply to the board of
   
 if as in such cases made and
   
 thin 300 feet of the subject
   
 location, you may attend the
   
 hll.gov. Any affected person
   
 ce at the hearing including
   
 ary evidence and to cross-
   
 e Community Development
   
 is attached, can be filed in
   
 Beach City Hall located at
   
 e Community Development
   
 website, and Gulf Beaches
   
 hbeachfl.gov/plan-review-

**CITY OF MADEIRA BEACH, FLORIDA**  
**BOARD OF COMMISSIONERS**  
**NOTICE OF PUBLIC HEARING TO CONSIDER DEVELOPMENT AGREEMENT**

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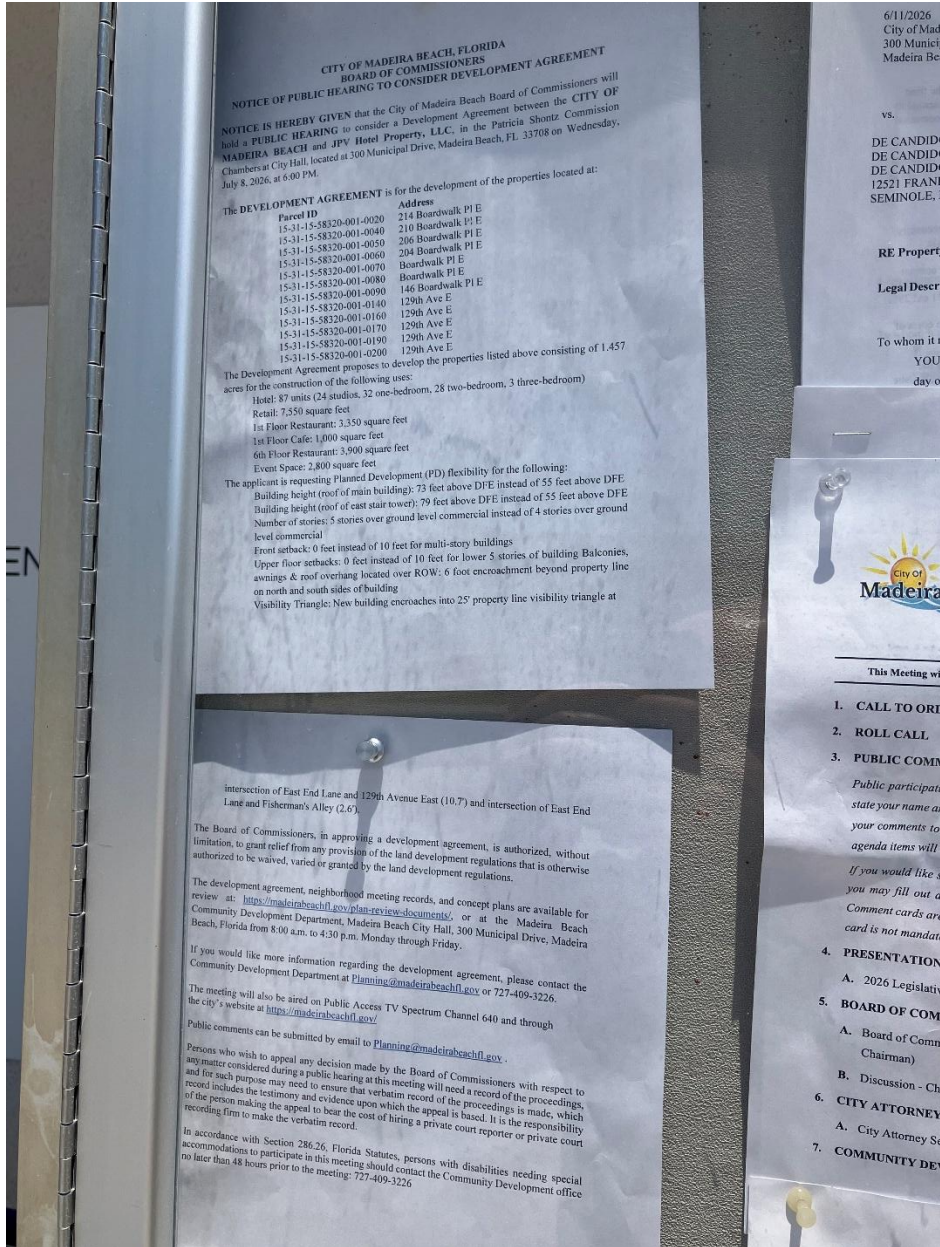
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In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Community Development office no later than 48 hours prior to the meeting: 727-409-3226



# John's Pass Village Hotel Planned Development (PD)

John's Pass Village Hotel Planned Development (PD) Development Agreement

BOC Regular Meeting July 8, 2026

[John's Pass Village Hotel Planned Development \(PD\) Development Agreement \(Revised\)](#)

[John's Pass Village Hotel PD Development Agreement Public Notice](#)

# Tampa Bay Times

Published Daily

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

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter JPV DA BOC was published in said newspaper by print in the issues of 06/24/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jesaca Bowling  
Sworn to and subscribed before me this **06/24/2026**

Signature of Notary of Public \_\_\_\_\_  
Personally known  or produced identification.  
Type of identification produced \_\_\_\_\_

Jean M Mitotes  
**JEAN M MITOTES**  
Notary Public - State of FLORIDA  
Commission # HH 577686  
My Commission Expires July 31, 2028

Item 10D.

## CITY OF MADEIRA BEACH, FLORIDA BOARD OF COMMISSIONERS NOTICE OF PUBLIC HEARING TO CONSIDER DEVELOPMENT AGREEMENT

**NOTICE IS HEREBY GIVEN** that the City of Madeira Beach Board of Commissioners will hold a **PUBLIC HEARING** to consider a Development Agreement between the **CITY OF MADEIRA BEACH** and **JPV Hotel Property, LLC**, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, FL 33708 on Wednesday, July 8, 2026, at 6:00 PM.

The **DEVELOPMENT AGREEMENT** is for the development of the properties located at:

| Parcel ID               | Address            |
|-------------------------|--------------------|
| 15-31-15-58320-001-0020 | 214 Boardwalk Pl E |
| 15-31-15-58320-001-0040 | 210 Boardwalk Pl E |
| 15-31-15-58320-001-0050 | 206 Boardwalk Pl E |
| 15-31-15-58320-001-0060 | 204 Boardwalk Pl E |
| 15-31-15-58320-001-0070 | Boardwalk Pl E     |
| 15-31-15-58320-001-0080 | Boardwalk Pl E     |
| 15-31-15-58320-001-0090 | 146 Boardwalk Pl E |
| 15-31-15-58320-001-0140 | 129th Ave E        |
| 15-31-15-58320-001-0160 | 129th Ave E        |
| 15-31-15-58320-001-0170 | 129th Ave E        |
| 15-31-15-58320-001-0190 | 129th Ave E        |
| 15-31-15-58320-001-0200 | 129th Ave E        |

The Development Agreement proposes to develop the properties listed above consisting of 1.457 acres for the construction of the following uses:

|                       |  |
|-----------------------|--|
| Hotel:                | 87 units<br>(24 studios, 32 one-bedroom,<br>28 two-bedroom, 3 three-bedroom) |
| Retail:               | 7,550 square feet  |
| 1st Floor Restaurant: | 3,350 square feet  |
| 1st Floor Cafe:       | 1,000 square feet  |
| 6th Floor Restaurant: | 3,900 square feet  |
| Event Space:          | 2,800 square feet  |

The applicant is requesting Planned Development (PD) flexibility for the following:

- Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE
- Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE
- Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial
- Front setback: 0 feet instead of 10 feet for multi-story buildings
- Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building Balconies, awnings & roof overhang located over ROW: 6 foot encroachment beyond property line on north and south sides of building
- Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').

The Board of Commissioners, in approving a development agreement, is authorized, without limitation, to grant relief from any provision of the land development regulations that is otherwise authorized to be waived, varied or granted by the land development regulations.

The development agreement, neighborhood meeting records, and concept plans are available for review at: <https://madeirabeachfl.gov/plan-review-documents/>, or at the Madeira Beach Community Development Department, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida from 8:00 a.m. to 4:30 p.m. Monday through Friday.

If you would like more information regarding the development agreement, please contact the Community Development Department at [Planning@madeirabeachfl.gov](mailto:Planning@madeirabeachfl.gov) or 727-409-3226.

The meeting will also be aired on Public Access TV Spectrum Channel 640 and through the city's website at <https://madeirabeachfl.gov/>

Public comments can be submitted by email to [Planning@madeirabeachfl.gov](mailto:Planning@madeirabeachfl.gov).

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during a 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 Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Community Development office no later than 48 hours prior to the meeting: 727-409-3226



## Memorandum

**Meeting Details:** July 8, 2026 – Board of Commissioners Regular Meeting  
**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners  
**Staff Contact:** Community Development Department  
**Subject:** Resolution 2026-06, Moratorium on collection of mobility fee and Kimley-Horn Impact Fee Evaluation

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### Background:

The purpose of this memo is to recommend continuing the one-year moratorium on the collection of the City's local mobility impact fees. This action is necessary to finish evaluating the relationship between the City's local mobility impact fee and Pinellas County's multimodal impact fee, and to determine whether current practices may result in impermissible double charging for the same transportation capacity impacts.

The City of Madeira Beach up until the moratorium imposed a local mobility impact fee on new development to help offset the cost of transportation infrastructure improvements necessitated by growth. Pinellas County also imposes a countywide multimodal impact fee under Chapter 150, Article II of the County Land Development Code.

Per Florida Statutes §163.3180(5)(j), a developer may not be charged twice for the same transportation impact. With the execution of an interlocal agreement between the City and the County to coordinate the administration of the County's multimodal impact fee, it is critical to evaluate whether the continued collection of the City's local mobility impact fee results in an overlapping charge.

### Discussion:

City staff recently received and reviewed the Kimley-Horn Impact Fee Evaluation Memo. The memo recommended that the city discontinue its mobility fee and continue to collect and administer only the county's transportation impact fees. City staff would like to discuss the results of the evaluation and get directions from the Board of Commissioners and Planning Commission for the next steps. City Staff recommends continuing the **12-month moratorium** on the collection of the City's **local mobility impact fee**, until such time that land development regulation updates can be addressed and potential impact to the Comprehensive Plan can be

reviewed. During this time, no local mobility impact fees would be assessed or collected for new development or redevelopment.

**Fiscal Impact:**

While there will be a temporary pause in the collection of the City’s local mobility impact fees, the City will retain 50% of the County’s multimodal impact fees per the interlocal agreement. This will help mitigate the fiscal impact of the moratorium and provide continued funding for eligible transportation improvements during the review period.

**Recommendation(s):**

City Staff recommend the Board of Commissioners adopt Resolution 2026-06, Moratorium on collection of mobility fee. The adoption of this resolution would continue the one-year moratorium on the collection of the City’s local mobility impact fee, effective upon adoption until July 31, 2027, unless the Board of Commissioners rescind or extend the moratorium by subsequent Resolution.

**Attachments/Corresponding Documents:**

- Resolution 2026-06, Moratorium on collection of mobility fee
- Kimley-Horn Impact Fee Evaluation Memo

**RESOLUTION 2026-06**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE IMPOSITION AND COLLECTION OF THE MOBILITY FEE REQUIRED PURSUANT TO CHAPTER 92 (PROPORTIONATE SHARE DEVELOPMENT FEE) OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES UNTIL JULY 31, 2027; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, on June 25, 2024, Governor Ron DeSantis signed into law an amendment to Florida Statute 163.3180 that provides in part:

(j)1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts; and

**WHEREAS**, the city adopted in 2020, and then amended in 2021, a proportionate share development fee ordinance which includes a mobility fee; and

**WHEREAS**, at the time that the mobility fee was adopted the city was not collecting the multimodal impact fee authorized by Pinellas County and therefor there was no offset or credit contemplated in the computation of the city’s mobility fee; and

**WHEREAS**, the city wishes to complete its review of the imposition of the mobility fee to confirm that any new development or redevelopment is not charged twice for the same transportation capacity impacts and the Board of Commissioners deems it appropriate to place a moratorium on the imposition and collection of mobility fees on a temporary basis.

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

**Section 1.** The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the Board of Commissioners.

**Section 2.** A temporary moratorium is hereby enacted on the imposition and collection of mobility fees within the City of Madeira Beach. While the temporary moratorium is in effect, the City shall not impose or collect the mobility fee.

**Section 3.** This Resolution shall take effect upon its adoption, shall be reviewed by the Board of Commissioners no later than January 31, 2027 and shall terminate on July 31, 2027, unless the Board of Commissioners rescinds or extends the moratorium by subsequent Resolution.

**Section 4.** The provisions of this Resolution are declared to be severable and, if in any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining section, sentences, clauses and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 5.** This Resolution is to be liberally construed to accomplish its objectives.

**Section 6.** That Resolution 2025-07 is hereby repealed.

**INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIAR BEACH, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

\_\_\_\_\_  
Anne-Marie Brooks  
Mayor

ATTEST:

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



May 14, 2026

Andrew Morris  
 Long Range Planner  
 City of Madeira Beach  
 300 Municipal Drive  
 Madeira Beach, FL 33708

**RE: Madeira Beach Impact Fee Evaluation**

**The City of Madeira Beach’s Mobility Fee**

The City of Madeira Beach’s mobility fee is calculated based on the Level of Service (LOS) ratio of improved municipal mobility assets to total building area. In other words, the fee determines a development’s proportionate share of the replacement cost of existing mobility assets. The service area is limited to the municipal limits of the City of Madeira Beach. Although the City’s mobility fee is calculated based on the replacement cost of existing assets, the collected fees are used to fund mobility facilities and service improvements identified in the Comprehensive Plan’s Capital Improvement Program Schedule of Capital Improvements. The City of Madeira Beach’s mobility fee is a flat rate per square foot, across all land use types.

The Madeira Beach mobility fees for two hypothetical developments are shown in **Table 1**.

*Table 1. Madeira Beach Hypothetical Development Fee*

| Land Use                    | Fee                | Size           | Cost      |
|-----------------------------|--------------------|----------------|-----------|
| Single-Family Dwelling Unit | \$2.88 per sq. ft. | 2,000 sq. ft.  | \$5,760   |
| Shopping Center             | \$2.88 per sq. ft. | 60,000 sq. ft. | \$172,800 |

**Pinellas County’s Impact Fee**

The Pinellas County Impact Fee is calculated based on the cost to construct one lane-mile of roadway. The fees are proportionate to the Institute of Transportation Engineers (ITE) trip generation rates by land use, to reflect each land use’s unique impact on the County’s transportation infrastructure. The service area encompasses the entirety of Pinellas County, including all municipalities and unincorporated areas. Half of the impact fees collected by these municipalities are required to be returned to Pinellas County (“county share”), which will then be used to fund transportation improvement projects within the district in which they are collected. There are thirteen impact fee districts across the county, as shown on the next page in **Figure 1**. The other half of the impact fees collected by the county (“municipal share”) are kept by the municipality in which they are collected and are used to fund transportation improvement projects within that municipality.

The Pinellas County impact fees for two hypothetical developments are shown in **Table 2**.

*Table 2. Pinellas County Hypothetical Development Fee*

| Land Use                    | Fee                       | Size           | Cost      |
|-----------------------------|---------------------------|----------------|-----------|
| Single-Family Dwelling Unit | \$1,679 per dwelling unit | 2,000 sq. ft.  | \$1,679   |
| Shopping Center             | \$3,396 per 1,000 sq. ft. | 60,000 sq. ft. | \$203,760 |

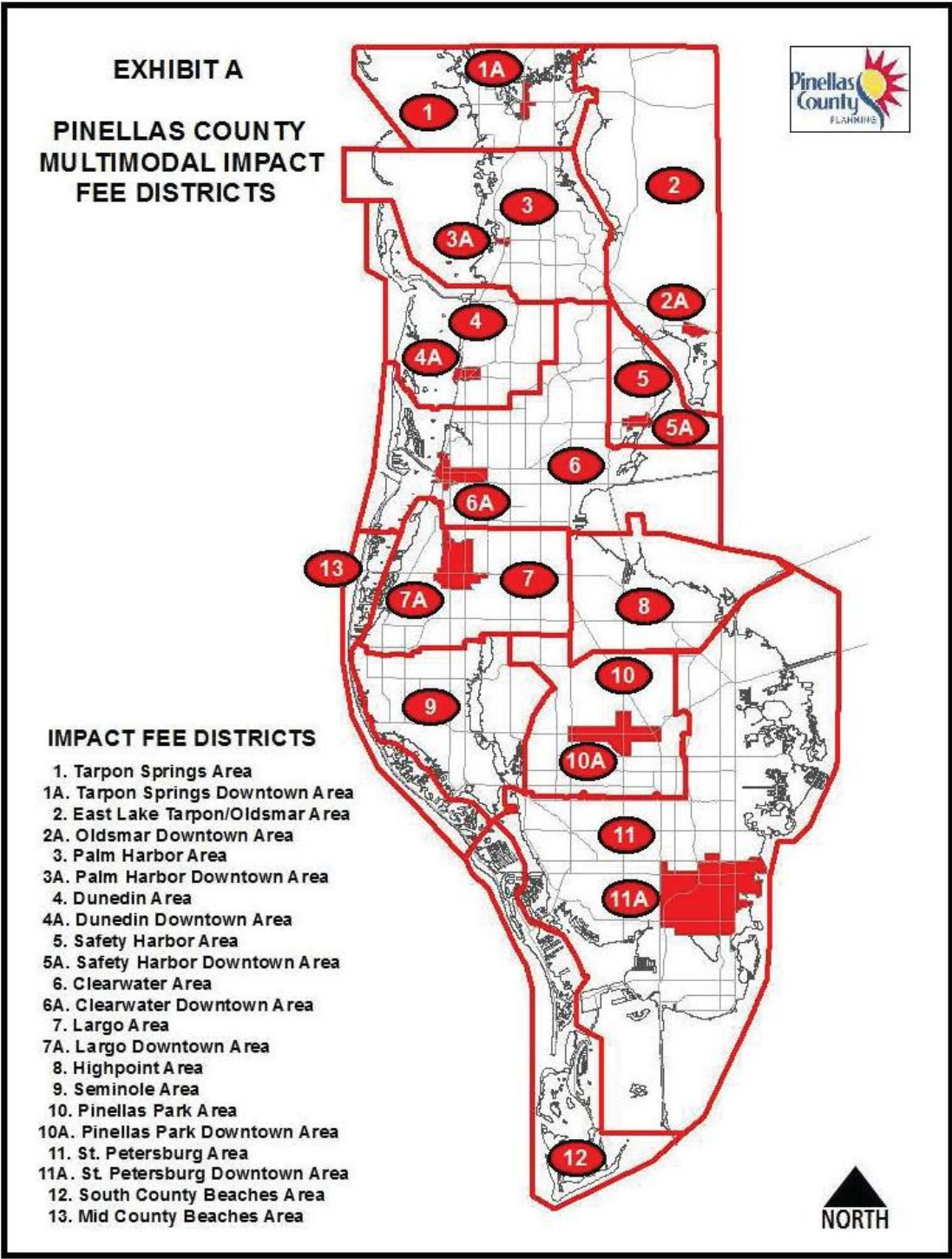


Figure 1. Pinellas County Multimodal Impact Fee Districts

### Comparing the Two Fees

Although both the City of Madeira Beach's mobility fee and Pinellas County's impact fees fund transportation improvement projects, the City of Madeira Beach's mobility fee funds specific projects in the City's Capital Improvement Program, whereas Pinellas County's impact fees are used for transportation improvement projects but not necessarily specific projects listed in the county's or a municipality's Capital Improvements Program. Generally, the two fees have different funding priorities (Capital Improvement Program projects vs. capacity expansion projects) but there are types of projects, such as bicycle and pedestrian facilities, that are eligible for funding under both fees.

### What does this mean for the City of Madeira Beach?

Based on review of the city's mobility fee, the county's impact fee, the 2025 interlocal agreement, and the applicable Florida Statutes, it is recommended that the city discontinue its mobility fee and continue to collect and administer only the county's transportation impact fees. While Florida Statute 163.3180(5)(j) allows both fees to exist simultaneously provided that an interlocal agreement is in place to prevent double charging, there are two main issues with the city's mobility fee moving forward. First, the overlap in the types of projects that are eligible for funding under each fee does not appear to support the city's position that it is charging new developments for transportation-related impacts that are not already covered under the county's impact fees. Second, Florida Statute 163.3180(5)(j)(2)(b) requires interlocal agreements between a county and a municipality establish a plan-based methodology for determining the legally permissible fee. The methodology used to determine the city's mobility fee is not plan-based but rather is based on the replacement cost of existing municipal mobility assets. If the city desires to move forward with its mobility fee, the methodology and interlocal agreement need to be overhauled to comply with this statutory requirement.

Given that Forward Pinellas is already working to update the county's fee to a plan-based methodology, relying solely on the county's impact fees is the more defensible and cost-effective path. The county's current impact fee methodology is more clearly tied to capacity expansion necessitated by new development, is coordinated countywide through the interlocal agreement, and the update will likely meet the plan-based methodology requirements of current law.

*Disclaimer: This analysis reflects the author's professional opinion as a transportation engineer and does not constitute legal advice.*

Sincerely,



Mike Woodward, PE

**Memorandum**

**Meeting Details:** July 8, 2026, Board of Commissioners Regular Meeting

**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners

**From:** Community Development Department

**Subject:** Forward Pinellas Interlocal Agreement for Planning and Mapping Services and/or Special Project Work with The City of Madeira Beach

**Background:** Forward Pinellas is requesting the City of Madeira Beach to approve an Interlocal Agreement for Planning and Mapping Services and/or Special Project Work. The current agreement will expire on September 30, 2026.

**Discussion:** This interlocal agreement allows the city to request mapping and planning services from Forward Pinellas. The city is not obligated to request services. Forward Pinellas will only provide services that have been requested by city and the request would need to be mutually acceptable to both parties.

**Fiscal Impact or Other:** Approving the interlocal agreement would not have a fiscal impact. Requesting planning and mapping services offered would have a fiscal impact since a fee would be charged. The agreement includes how the cost of services would be calculated.

**Recommendation(s):** City Staff recommends for the Board of Commissioners to approve the Forward Pinellas Interlocal Agreement for Planning and Mapping Services and/or Special Project Work with The City of Madeira Beach.

**Attachments:**

Forward Pinellas Letter

Forward Pinellas Interlocal Agreement for Planning and Mapping Services and/or Special Project Work with The City of Madeira Beach



June 12, 2026

Mike Helfrich, Acting City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

Dear Mr. Helfrich:

Please find enclosed for consideration and approval by the City of Madeira Beach a new interlocal agreement for planning, mapping and special project services as approved by the Forward Pinellas Board at its June 8, 2026 meeting.

At present, there is an existing interlocal agreement for said services with your City that expires on September 30, 2026. The new agreement is essentially the same, with new term dates, some minor language changes, and an update in staff hourly rates to reflect the full range of potential services and current salaries.

The attached agreement provides the basis for any assistance request from your City to be submitted. However, there is no obligation to request such assistance, and Forward Pinellas will only provide services as are requested and mutually acceptable to both parties.

This new agreement begins on October 1, 2026 and will remain in place for four years, with an opportunity to extend for one additional four-year period by mutual agreement. However, the agreement may be terminated at any time with proper notice by either party.

If the agreement is satisfactory, please have it executed and return it to us for filing. After which, we will return a copy to you for your records.

Please call me with any questions or concerns that you may have. I am also available to address your Commission concerning the agreement if need be.

We appreciate the opportunity to continue our mutually productive relationship in the future.

Sincerely,

A handwritten signature in black ink that reads "Rodney Chatman". The signature is written in a cursive style with a large, sweeping flourish at the end.

Rodney Chatman, AICP  
Planning Division Manager

Enclosure

cc: The Honorable Mayor Brooks  
Marci Forbes, Community Development Director  
Clara VanBlargan, City Clerk

**INTERLOCAL AGREEMENT**  
**FOR**  
**PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK**  
**WITH THE**  
**CITY OF MADEIRA BEACH**

THIS INTERLOCAL AGREEMENT FOR PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK, hereinafter referred to as “Agreement”, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between FORWARD PINELLAS, in its role as the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization (hereinafter referred to as “Forward Pinellas,”) and the CITY OF MADEIRA BEACH (hereinafter referred to as the “Local Government”), individually known as a “Party” and collectively known as the “Parties.”

WHEREAS, Forward Pinellas and the Local Government entered into an interlocal agreement to provide planning and mapping services on October 1, 2018 and subsequently amended the agreement to extend the term for an additional four (4) years; and

WHEREAS, the current interlocal agreement between the Parties expires on September 30, 2026; and

WHEREAS, Forward Pinellas desires to continue to provide planning and mapping services and/or special project work to the Local Government on an as needed and as available basis; and

WHEREAS, the Local Government desires to have the option to engage Forward Pinellas staff to provide planning and mapping services and/or special project work; and

WHEREAS, related planning and mapping services and/or special project work can be provided in support of the Countywide Plan as may be requested by the Local Government; and

WHEREAS, Forward Pinellas can provide the Local Government additional planning and mapping services and/or special project work through its agreement with the Pinellas County Enterprise Geographic Information Systems (GIS); and

WHEREAS, due to the expiration date of the previous agreement and desire to clarify the Parties and scope of work, it is necessary to replace the previous agreement; and

WHEREAS, Forward Pinellas and the Local Government desire to cooperate in the provision of said planning and mapping services and/or special project work to maximize efficiency and minimize cost and ensure the maximum degree of coordination and accuracy.

NOW THEREFORE, in consideration of the covenants made by each Party to the other and of the advantages to be realized by this Agreement, Forward Pinellas and the Local Government agree as follows:

**Section 1. Authority**

This Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and the specific authority of Sections 6(3) and 6(6) of Chapter 2012-245, Laws of Florida, as amended.

**Section 2. Term**

The term of this Agreement shall be from October 1, 2026 through September 30, 2030; which term may be renewed by mutual written agreement, signed by both Parties, for one additional four-year period through September 30, 2034, unless terminated as provided for elsewhere in this Agreement.

**Section 3. Scope of Services**

- A. The Scope of Services is provided in Exhibit A attached hereto and hereby made a part of this Agreement.
- B. Any assistance provided or project undertaken as provided for in the Scope of Services may, upon mutual agreement of Forward Pinellas staff and the Local Government, be more specifically detailed as to methodology, schedule, work product, and cost in a memorandum of understanding executed consistent with and pursuant to this Agreement.
- C. Responsibility for the correctness of information provided to Forward Pinellas for use in rendering planning and mapping services and/or special project work under this Agreement, and any liability related thereto, lies with the Local Government.
- D. All requests for planning and mapping services and/or special project work to be provided under this Agreement shall be in writing by an authorized representative of the Local Government.
- E. Forward Pinellas reserves the right to accept or reject and to schedule all requests for planning and mapping services and/or special project work based on the ability of the Forward Pinellas staff to produce the requested planning and mapping and/or special project product(s) pursuant to the required timetable there for.

#### **Section 4. Charges**

- A. Payment and charges for services rendered under this Agreement shall be as provided for in Exhibit B, Payment and Rate Charge Schedule, attached hereto and hereby made a part of this Agreement.
- B. Ongoing planning and mapping services and/or special project work will be charged as a lump sum or on a time and material basis as mutually agreed by the Local Government and Forward Pinellas staff in accordance with the terms of this Agreement.
- C. The Local Government agrees to make payment to Forward Pinellas for all properly invoiced requisitions as set forth in Exhibit B, within forty-five days of submission.
- D. The fee schedule may be revised by mutual written consent, signed by both Parties, and included as an addendum to this Agreement.

#### **Section 5. Use of Product**

- A. The Local Government shall have the exclusive control of the public distribution of all information produced by Forward Pinellas prior to its adoption. Forward Pinellas shall not voluntarily distribute information prior to its adoption by the Local Government without prior approval.
- B. Forward Pinellas has the right to use any information produced under this Agreement for similar purposes upon removing all reference to the Local Government.
- C. The Local Government shall have the exclusive control of the public distribution of mapped information provided under this Agreement.
- D. Nothing contained in this Agreement shall prohibit either Party hereto from complying with a public records request submitted pursuant to Chapter 119, Florida Statutes.
- E. Forward Pinellas shall retain all rights to the original data as compiled for and used in the production of the Countywide Plan Map from which the Local Government map is produced.

#### **Section 6. Accounting and Records**

- A. Forward Pinellas shall establish an accounting process to identify the costs and revenues associated with the Agreement. All accounting documentation shall be available for inspection, upon request, by the Local Government at any time during the period of this Agreement and for a minimum of three years after payment is made, or the requisite statutory record retention period, whichever is longer.

B. All charged costs shall be supported by the properly executed payroll, time records, invoices, contracts or vouchers, evidencing in proper detail the nature and propriety of the charges.

**Section 7. Notice**

Notice by either Party to the other pursuant to this Agreement shall be given in writing and hand delivered or mailed as follows:

Forward Pinellas: Forward Pinellas  
Attn: Whit Blanton, Executive Director  
310 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

Local Government: City of Madeira Beach  
Attn: City Manager  
300 Municipal Drive  
Madeira Beach, FL 33708

**Section 8. Construction**

This Agreement shall be construed as an expression of inter-agency cooperation enabling each Party to make the most efficient use of its powers in furtherance of the respective and common objectives. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either Party to the other.

**Section 9. Termination**

This Agreement may be terminated by either Party at any time by giving the other Party not less than thirty days’ notice of such termination. In the event this termination provision is exercised by either Party, the Local Government shall remain liable to Forward Pinellas for charges incurred up to such termination.

**Section 10. Filing; Effective Date**

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after execution by the Parties, and shall take effect upon such filing.

**Section 11. Successor Agency**

In the event Forward Pinellas is reconstituted as a new agency, merged with another agency, or its legal status is otherwise altered, this Agreement will be automatically assigned to any new agency that assumes the planning and mapping services and/or special project work currently performed by Forward Pinellas. This assignment shall be effective without the need for any

further written agreement between the Parties. The Local Government shall retain the right to terminate this agreement in accordance with Section 9.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates referenced below.

**FORWARD PINELLAS**

Attest:

By: \_\_\_\_\_  
Whit Blanton, FAICP  
Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LOCAL GOVERNMENT**

Attest:

By: \_\_\_\_\_  
Clara VanBlargan  
City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
Anne-Marie Brooks  
Mayor  
Date: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES**

- I. Ongoing Planning Services
  - A. Forward Pinellas agrees to consider requests by the Local Government for ongoing planning services and to provide such services as Forward Pinellas staff time and schedule permit.
  - B. Ongoing planning services may include, but are not limited to, review and interpretation of the comprehensive plan and land development regulations, comprehensive plan and land development regulation amendments, assistance with applications for development approval, traffic analysis, transportation planning, and data collection, as determined to be consistent with the mission and role of Forward Pinellas.
  
- II. Mapping Services
  - A. Forward Pinellas agrees to consider requests by the Local Government for mapping services and to provide such services as Forward Pinellas staff time and schedule permit.
  - B. Mapping services may include, but are not limited to, provision of custom or standard printed or electronic map products, as determined to be consistent with the mission and role of Forward Pinellas.
  - C. Forward Pinellas staff will serve as a liaison to the Pinellas County Enterprise Geographic Information Systems (EGIS) if such additional mapping services are required.
  
- III. Special Planning Projects
  - A. Forward Pinellas agrees to consider requests by the Local Government for assistance with special planning projects and to provide such assistance as Forward Pinellas staff time and schedule permit.
  - B. Special planning projects may include, but are not limited to, plan or land development regulation assessments, neighborhood or special area plan development, special transportation and/or planning studies and such other special projects as may be related to or in furtherance of the comprehensive and/or transportation planning process, including customary ancillary and support activities needed to conduct such projects, as determined to be consistent with the mission and role of Forward Pinellas.

**EXHIBIT B**

**PAYMENT AND RATE CHARGE SCHEDULE**

I. Ongoing Planning and Mapping Services

Forward Pinellas shall requisition by invoice for ongoing planning and mapping services on a time and materials basis as follows:

- A. Materials - at the cost to Forward Pinellas
- B. Time - based on the following loaded hourly rates:
  - 1. Executive Director \$158.00/hour
  - 2. Planning Manager \$98.00/hour
  - 4. Principal Planner \$68.00/hour
  - 5. Planner/Analyst \$51.00/hour
  - 8. Communications Specialist \$55.00/hour
  - 9. Administrative Support \$36.00/hour

C. Forward Pinellas shall provide the Local Government, upon request, a price quote based on the product(s) ordered in each request for services. There is no charge for current Geographic Information System (GIS) shapefiles distributed via email.

II. Special Planning Projects

Forward Pinellas shall requisition by invoice for special planning projects in the amount and according to a schedule agreed upon in advance between the Local Government and Forward Pinellas staff for each such special project.

**BOARD OF COMMISSIONERS  
MEETINGS REPORT  
(JANUARY 1, 2026 – JUNE 30, 2026)**



Prepared By:  
City Clerk  
June 26, 2026

**BOARD OF COMMISSIONERS – 01/01/2025 – 03/11/2025**

**TERM OF OFFICE**

|  |                                 |
|--|---------------------------------|
| Anne-Marie Brooks, Mayor (Vice Mayor to Mayor 6/14/2024)       | 3-Year Term (03/2023 – 03/2025) |
| Ray Kerr, Commissioner District 2                              | 2-Year Term (03/2022 – 03/2026) |
| David Tagliarini, Vice Mayor/Commissioner District 1 (VM 7/10) | 2-Year Term (03/2022 – 03/2026) |
| Eddie McGeehen, Commissioner District 3                        | 2-Year Term (03/2023 – 03/2025) |
| Housh Ghovae, Commissioner District 4 (appointed 7/10/2024)    | 2-Year Term (07/2024 – 03/2025) |

**BOARD OF COMMISSIONERS – 03/12/2025 – 12/31/2025**

**TERM OF OFFICE**

|   |                                 |
|---|---------------------------------|
| Anne-Marie Brooks, Mayor                                    | 3-Year Term (03/2023 – 03/2028) |
| Ray Kerr, Vice Mayor/Commissioner District 2 (VM 3/12/2025) | 2-Year Term (03/2022 – 03/2026) |
| David Tagliarini, Commissioner District 1                   | 2-Year Term (03/2022 – 03/2026) |
| Eddie McGeehen, Commissioner District 3                     | 2-Year Term (03/2023 – 03/2027) |
| Housh Ghovae, Commissioner District 4                       | 2-Year Term (07/2024 – 03/2027) |

**BOARD OF COMMISSIONERS – 03/18/2026 – 12/31/2026**

**TERM OF OFFICE**

|  |                                 |
|--|---------------------------------|
| Anne-Marie Brooks, Mayor                                 | 3-Year Term (03/2023 – 03/2028) |
| Eddie McGeehen, Vice Mayor/Comm District 3 (VM 4/8/2026) | 2-Year Term (03/2023 – 03/2027) |
| David Tagliarini, Commissioner District 1                | 2-Year Term (03/2022 – 03/2028) |
| Charles “Chuck” Dillon, Commissioner District 2          | 2-Year Term (03/2026 – 03/2028) |
| Housh Ghovae, Commissioner District 4                    | 2-Year Term (07/2024 – 03/2027) |

**ANNUAL SALARY - (City Charter, Section 2.2(B) and Ordinance 2023-23)**

|                       |          |
|-----------------------|----------|
| Mayor                 | \$10,000 |
| District Commissioner | \$7,500  |

**BOARD OF COMMISSIONERS MEMBERSHIP - OTHER GOVERNMENTAL BOARDS**

- **Mayor Anne-Marie Brooks**
  - [Barrier Islands Governmental Council \(BIG C\)](#) – The BIG C, incorporated in 1990, is a governmental council including eleven municipalities residing on the west coast of Florida, from St. Pete Beach to Clearwater: Belleair Beach, Belleair Shore, Clearwater, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, Treasure Island.
  - [Emergency Medical Services Advisory Council \(EMS\)](#) - The EMS Advisory Council is responsible for evaluating Pinellas County’s Emergency Medical Services system and making recommendations necessary to the EMS Authority on needs, problems, and opportunities relating to Emergency Medical Services.
  - [Forward Pinellas](#) – Mayor Brooks serves as Big C representative on the Forward Pinellas Board. Forward Pinellas is a land use and transportation planning agency that guides integrated transportation and land use solutions, sustaining economic value by connecting the communities of Pinellas County and the Tampa Bay region. The agency is charged with addressing countywide land use and transportation concerns, as both the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization. Forward Pinellas not only provides a forum for countywide decision-making on transportation and land-use issues, but also offers technical support, regional coordination, and policy advice and guidance to Pinellas County's 24 cities and unincorporated areas.
  - [Mayors’ Council of Pinellas County \(Vice President\)](#) – The primary objective of the Mayors’ Council is to promote improvement and efficiency in municipal government, promote

cooperation between officials of the municipalities of Pinellas County, and secure legislation that would be beneficial to its municipalities. The Mayor’s Council was formally established on May 3, 1977. Its membership consists of the mayors of the chartered municipalities of Pinellas County and other individuals who wish to be involved in council meetings.

- [Tampa Bay Beaches Chamber](#) (Member of the Board of Directors) – The Tampa Bay Beaches Chamber is a diverse group of businesses spread along the Gulf Beaches of Pinellas County, from Tierra Verde to Clearwater Beach. They take great pride in where they live, work, and play, and are there to help everyone discover new places to visit, shop, and live like a local along the beautiful Gulf Beaches.
  - [Tampa Bay Regional Planning Council \(TBRPC\)](#) – The TBRPC serves the citizens and member governments by providing a forum to foster communication, coordination, and collaboration in identifying and addressing regional issues and needs.
    - [2025-2029 Initiatives Plan – A Five-Year Strategic Roadmap](#)
  - [Florida League of Mayors](#) - The Florida League of Mayors is an organization for Mayors, founded and developed by Mayors. The organization provides the Mayors of Florida with the ability to explore, in great depth, areas of mutual concern and opportunity. Our membership statement is vision, leadership, and public service. The Florida League of Mayors is governed by a Board of Directors. The membership is held by the municipality, and the Mayor is the primary participating member. Vice Mayors, Deputy Mayors, etc. are invited and encouraged to attend FLM events.
  - [Suncoast League of Cities \(SLC\)](#) – The SLC is a regional organization advocating for 25-27 member municipalities across three West Central Florida counties, from St. Leo to Gulfport. It supports local governments by promoting regional collaboration, providing education on municipal issues, and working with the Florida League of Cities (FLC) to influence state legislation.
- **Commissioner David Tagliarini**
    - [Gulf Beaches Public Library Board](#) (Alternate trustee member) – The primary purpose of the Gulf Beaches Public Library Board is to govern and oversee the operations of the Gulf Beaches Public Library, ensuring it effectively serves the community’s educational, recreational, and cultural needs. The Board is responsible for establishing library policies, managing finances, and advocating for the library’s role within the community. The Board, composed of members appointed by the five municipalities it serves (Treasure Island, Madeira Beach, Redington Beach, North Redington Beach, and Redington Shores), provides the overall direction for the library.
      - Pinellas Public Library Cooperative <https://pplc.us/>

## CITY ORGANIZATION MEMBERSHIPS

- **City Memberships**
  - [Florida League of Cities \(FLC\)](#) - Founded in 1922, the Florida League of Cities is the united voice for Florida’s cities, towns, and villages. A nonpartisan organization, the League advocates on behalf of Florida’s cities and supports local leaders through specialized events, training, and resources. Guided by the principle of local voices making local choices, the organization highlights the vital role citizens and city leaders play in shaping Florida’s cities. As the government closest to the people, Florida’s cities are best positioned to address the unique needs of their communities.

## CONVERSATIONS WITH THE MAYOR

- January 27, 2026, Mad Beach Cantina, 13205 Gulf Lane, Madeira Beach, FL 33708 (*lunch paid for by Bill Karns – Thank you!!*)
- February 11, 2026, Courtyard Marriott, Madeira Beach, FL 33708
- March 24, 2026, Madeira Beach Marina, 503 150<sup>th</sup> Avenue, Madeira Beach, FL 33708
- April 21, 2026, Johns Pass Bell Tower, 144 Boardwalk PI W
- May 21, 2026, 200 Rex PL, Madeira Beach, FL
- June 23, 2026, Haze Ice Cream, 15231 Gulf Blvd, Madeira Beach, FL 33708

## BOARD OF COMMISSIONERS TRAINING (City Hall)

- July 15, 2026, 10:00 a.m. to 3:00 p.m., State-Mandated Continuing Education in Ethics Webinar for Elected Officials

## BOARD OF COMMISSIONERS MEETING ATTENDANCE

- January 14, 2026, BOC Regular Meeting – *All present*
- January 28, 2026, BOC Regular Workshop – *All present*
- February 4, 2026, BOC Regular Meeting – *All present*
- February 11, 2026, BOC Regular Workshop – *All present*
- February 26, 2026, BOC Special Meeting – *All present*
- March 4, 2026, BOC Regular Meeting – *All present*
- March 18, 2026, BOC Regular Workshop – Old Commission – *All present*
- March 18, 2026, BOC Regular Workshop – New Commission – *All present*
- March 27, 2026, BOC Special Meeting – *All Present*
- April 8, 2026, BOC Regular Meeting – *All present*
- April 21, 2026, BOC Special Meeting – *All Present*
- April 29, 2026, BOC Budget Workshop #1 – *All Present*
- April 29, 2026, BOC Regular Workshop – *All Present*
- May 13, 2026, BOC Regular Meeting – *All Present*
- May 21, 2026, BOC Special Meeting (for a Shade Meeting) – *Commissioner Ghovae absent*
- May 27, 2026, BOC Budget Workshop #2 – *All Present*
- May 27, 2026, BOC Regular Workshop – *All Present*
- May 27, 2026, BOC Special Meeting – *All Present*
- June 10, 2026, BOC Regular Meeting – *All Present*
- June 11, 2026, BOC Strategic Planning Public workshop – *All Present*
- June 24, 2026, BOC Budget Workshop Meeting – *All Present*
- June 24, 2026, BOC Regular Workshop Meeting – *All Present*

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## MEETING AGENDA ITEMS

### PROCLAMATIONS

#### January 14, 2026, BOC Regular Meeting

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

February 11, 2026, BOC Regular Workshop

- National 211 Day; February 11, 2026

March 4, 2026, BOC Regular Meeting

- Flood Awareness Week; March 9-15, 2026

April 29, 2026, BOC Regular Workshop

- National Safe Boating Week; May 16-22, 2026
- 57<sup>th</sup> Annual Professional Municipal Clerks Week; May 3-9, 2026

May 13, 2026, BOC Regular Meeting

- National Public Works Week; May 13-23, 2026

**PRESENTATIONS**

February 4, 2026, BOC Regular Meeting

- Madeira Beach Fire Department – Firefighter of the Year
- Madeira Beach Fire Department – Recognition of 5-Years of Service
- Madeira Beach Fire Department - Recognition of Crew Members

February 11, 2026, BOC Regular Workshop

- Duke Energy – Theresa Crane with Duke Energy gave a presentation on Undergrounding

May 13, 2026, BOC Regular Meeting

- Appreciation Plaque - Ray Kerr, former District 2 Commissioner (March 2022 - March 2026)
- FY 2025 Financial Statement Audit Results, Daniel Anderson, CPA, Mauldin & Jenkins

May 27, 2026, BOC Regular Workshop

- Fire Department Presentation: Donation Proceeds - 5th Annual Legends Never Die 5K
- Fire Department Presentation: Recognition of A-shift Crews

June 10, 2026, BOC Regular Meeting

- Fire Chief Clint Belk was presented with a Certificate of Appreciation for his service as Acting City Manager during the recent City Manager search.

**APPROVAL OF MINUTES**

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

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

February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- 01-14-2026, BOC Regular Meeting Minutes

March 4, 2026, BOC Regular Meeting – *Approved 5-0, with a change to the 01/28/2026 BOC Regular Workshop Meeting Minutes to add a last name to a person who gave public comment*

- 01-28-2026, BOC Regular Workshop Meeting Minutes
- 02-04-2026, BOC Regular Meeting Minutes
- 02-11-2026, BOC Regular Workshop Meeting Minutes
- 03-04-2026, BOC Regular Meeting Minutes

April 8, 2026, BOC Regular Meeting – Approved 5-0

- 02-26-2026, BOC Special Meeting Minutes
- 03-04-2026, BOC Regular Meeting Minutes
- 03-18-2026, BOC Regular Workshop Meeting Minutes
- 03-27-2026, BOC Special Meeting Minutes

May 13, 2026, BOC Regular Meeting – Approved 5-0

- 04-08-2026, BOC Regular Meeting Minutes
- 04-21-2026, BOC Special Meeting Minutes
- 04-29-2026, BOC Budget Workshop #1 Meeting Minutes
- 04-29-2026, BOC Regular Workshop Meeting Minutes

June 10, 2026, BOC Regular Meeting

- 05-13-2026, BOC Regular Meeting Minutes
- 05-21-2026, BOC Special Meeting Minutes (for a Shade Meeting)
- 05-27-2026, BOC Budget Workshop #2 Meeting Minutes
- 05-27-2026, BOC Regular Workshop Meeting Minutes
- 05-27-2026, BOC Special Meeting Minutes

**PUBLIC HEARINGS – ORDINANCES**

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

- April 16, 2025, BOC Regular Workshop – Tuition Reimbursement. The City Attorney says that the personnel policy states that approval of any specific reimbursement request is at the sole discretion of the human resources staff, who must weigh all relevant facts and policies in granting or denying any request. The human resources staff decides how long someone should stay after completing the course. The Mayor said that was a problem. It would not be fair to let a single individual determine how long a person should stay (with the city) after receiving tuition reimbursement, as favoritism could come into play. That is why she asked that the policy be returned to them. She would rather “a year” be placed there. The Board consented to a one-year commitment for an associate's degree, a two-year commitment for a bachelor's degree, and a two-year commitment for a master's degree. The City Attorney will bring an amendment to the Board.

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

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE VI (SUPPLEMENTAL DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) THE LAND DEVELOPMENT REGULATIONS BY CREATING DIVISION 16, “CERTIFIED RECOVERY RESIDENCES”; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REQUESTS FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR REVOCATION OF

REASONABLE ACCOMMODATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

- November 12, 2025, BOC Regular Workshop
- December 10, 2025, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- January 14, 2026, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2026-01, Calling the March 10, 2026 Municipal Election – Adopted 02/04/2026**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 10, 2026, FOR THE PURPOSE OF ELECTING A COMMISSIONER FOR DISTRICT TWO (2); PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 10, 2026 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Ordinance 2026-02, Nonconforming Time Limitations**

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

- January 28, 2026, BOC Regular Workshop
- February 4, 2026, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- March 4, 2026, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial – Adopted June 10, 2026**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY LOCATED AT 555 150TH AVENUE, PARCEL IDENTIFICATION NUMBER 09-31-15-00000-140-0100, FROM PD PLANNED DEVELOPMENT, TO C-4 MARINE COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- March 18, 2026, BOC Regular Workshop Meeting
- April 29, 2026, BOC Regular Workshop Meeting
- May 13, 2026, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- June 10, 2026, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public Hearing – *Approved 5-0*

**Ordinance 2026-04, Zoning – Establishing Division 6 – Low Density Vacation Rental**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF DIVISION 1 (GENERALLY) OF ARTICLE V

(DISTRICTS) OF CHAPTER 110 (ZONING) OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MADEIRA BEACH TO ESTABLISH R-2R, LOW DENSITY VACATION RENTAL, AS A TYPE OF ZONING DISTRICT; CREATING DIVISION 6 (R-2R, LOW DENSITY VACATION RENTAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MADEIRA BEACH AND PROVIDING FOR DEFINITIONS, PURPOSE AND INTENT, PERMITTED USES, ACCESSORY USES, SPECIAL EXCEPTION USES, MINIMUM BUILDING SITE AREA REQUIREMENTS, SETBACK REQUIREMENTS, MAXIMUM BUILDING HEIGHT, MAXIMUM LOT COVERAGE, IMPERVIOUS SURFACE RATIO (ISR) AND SPECIAL REQUIREMENT; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

- May 27, 2026, BOC Regular Workshop
- June 10, 2026, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- July 8, 2026, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public – *Approved 5-0*

**Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 214 BOARDWALK PLACE EAST, 210 BOARDWALK PLACE EAST, 206 BOARDWALK PLACE EAST, 204 BOARDWALK PLACE EAST, BOARDWALK PLACE EAST (2 PARCELS), 146 BOARDWALK PLACE EAST, 129TH AVE EAST (5 PARCELS), CONSISTING OF APPROXIMATELY 1.457 ACRES, FROM JOHN’S PASS VILLAGE ACTIVITY CENTER (C-1) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

- May 27, 2026, BOC Regular Workshop
- June 10, 2026, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- July 8, 2026, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public

**Ordinance 2026-06, John's Pass Village Hotel Vacation of Right-of-Way Request – Portion of Fisherman’s Alley**

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, VACATING THE PORTION OF FISHERMAN’S ALLEY ABUTTING LOTS 2 THROUGH 7 AND LOTS 14 THROUGH 19 OF BLOCK 1 OF MITCHELL’S BEACH JOHNS PASS THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

- May 27, 2026, BOC Regular Workshop
- June 10, 2026, BOC Regular Meeting – 1<sup>st</sup> Reading & Public Hearing – *Approved 5-0*
- July 8, 2026, BOC Regular Meeting – 2<sup>nd</sup> Reading & Public

**DEVELOPMENT AGREEMENTS**

**John's Pass Village Hotel Planned Development (PD) Development Agreement**

- May 27, 2026, BOC Regular Workshop
- June 10, 2026, BOC Regular Meeting – Discussion Item
- July 8, 2026, BOC Regular Meeting -

**PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS**

## RESOLUTIONS

### **Resolution 2026-01, Emergency Bridge Loan, \$3,148,500**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED LOAN DOCUMENTS BETWEEN THE CITY AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A PRINCIPAL AMOUNT OF \$3,148,500.00 TO FUND GOVERNMENTAL OPERATIONS; MAKING CERTAIN FINDINGS OF PARAMOUNT PUBLIC PURPOSE; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE INDEBTEDNESS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE PROMISSORY NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING AN OFFICIAL WITH AUTHORITY TO EXECUTE DOCUMENTS WITH RESPECT TO THE LOAN; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

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

### **Resolution 2026-02, BOC Policy Handbook**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2025-02; AND PROVIDING FOR AN EFFECTIVE DATE.

- April 29, 2026, BOC Regular Workshop
- May 13, 2026, BOC Regular Meeting – *Approved 5-0, with BOC Changes & City Attorney Changes*

### **Resolution 2026-03, FY 2026 Budget Amendment**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2026 (OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND; AND PROVIDING FOR AN EFFECTIVE DATE

- April 29, 2026, BOC Regular Workshop
- May 13, 2026, BOC Regular Meeting – *Approved 5-0*

### **Resolution 2026-04, Positions to Apply to FRS Senior Class**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, RELATING TO MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM (“FRS”); APPROVING AND RATIFYING THE PARTICIPATION AND ADDING THE DESIGNATION OF SENIOR MANAGEMENT SERVICE CLASS INTO THE FRS; AUTHORIZING THE CITY MANAGER AS CUSTODIAN AND REPORTING AGENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- May 27, 2026, BOC Budget Workshop #2

### **Resolution 2026-05, Designation of Authorized Signers of Banking Documents**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, DESIGNATING AUTHORIZED SIGNERS OF BANKING DOCUMENTS FOR THE CITY OF MADEIRA BEACH; REPEALING RESOLUTION 2025-10 AND ANY OTHER RESOLUTION IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

- May 27, 2026, BOC Budget Workshop #2

- June 10, 2026, BOC Regular Meeting – *Approved 5-0*

## CONTRACTS/AGREEMENTS/PURCHASES/LEASES

- Placer.AI Software Agreement – Year 1 \$12,000; Year 2 \$13,500; Year 3 \$15,000
  - October 22, 2026 Boc Regular Workshop
  - January 14, 2026 BOC Regular Meeting – *Approved 5-0*
- Tampa Bay Psychology Associates Contract Renewal - Individual counseling sessions: \$165 per hour (most commonly utilized service), Crisis and emergency response services, including onsite response during critical incidents or debriefings: \$250 per hour, and Training, peer support, or general education services: \$300 per hour
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Madeira Beach City Hall Elevator Emergency Purchase – Emergency Repair \$32,247.88
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- 2026 Ford F550 4X4 Dump Truck Purchase - \$90,780
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Public Works Building Conceptual Rendering Approval – Estimated 2.5 million construction cost
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Madeira Beach Youth Baseball and Softball Agreement - Madeira Beach Youth Baseball and Softball would pay \$2,500 per season, spring and fall, for the use of the facilities. Additionally, the League would pay \$10 a player per season, up to 250 registered players, for the utilization of the fields
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- RFP 25-17 – City of Madeira Beach Fireworks Displays – 2026 Contract – May 1<sup>st</sup> Display \$5,000; July 4<sup>th</sup> Display \$35,000; December 11<sup>th</sup> Display \$5,000
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Tom & Kitty Stuart Restroom Purchase Approval - \$138,651.62
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Professional Engineering & Permitting Proposal Approval – John’s Pass Jetty Sidewalk Replacement - \$74,900
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- Archibald Park Snack Shack – Kimley-Horn Historic Preservation Ordinance Scope of Work - \$54,000
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- City Photographer Contract (terminates 12/ 31/2026) - \$36,500/Year for events listed in contract; \$200/HR for any additional items. Includes production, editing, and posting
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- DSK Law – Engagement Letter Renewal - \$225 per hour plus costs for each actual attorney hour worked and \$65 per hour for each paralegal hour worked with regard to the engagement.
  - March 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Area 9 Roadway and Drainage Improvement Project Engineering Scope Approval - \$439,494.44, proposed for design, permitting, bidding, and construction administration cost.
  - February 11, 2026, BOC Regular Workshop
  - March 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Approval of FEMA Category A Closeout for Hurricane Helene and Hurricane Milton
  - March 4, 2026, BOC Regular Meeting – *Approved 5-0*
- Purchase of Self-Contained Breathing Apparatus – Piggyback on Lake County Contract 22-730G from Municipal Emergency Services (MES) - \$306,831.81
  - March 18, 2026, BOC Regular Workshop Meeting
  - April 8, 2026, BOC Regular Meeting – *Approved 5-0*
- Interlocal Agreement with Pinellas County for Post Disaster Recovery - Cost incurred only when assistance is needed
  - April 8, 2026, BOC Regular Meeting – *Approved 5-0*
- Renewal of two Joint Use Agreements with Pinellas County Schools – Bicentennial Park Agreement & the Joint Use Playground Agreement – 5-Year Term
  - March 18, 2026, BOC Regular Workshop Meeting
  - April 8, 2026, BOC Regular Meeting – *Approved 5-0*
- FDEP Resilient Florida Grant for Vulnerability update and Adaptation plan Acceptance and approval
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*
- FDEP Grant No. L0253- Stormwater Resiliency Project Acceptance
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*

- Purchase of Florida Department of Children and Families Grant for Rip Tide Simulator - \$12,750
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*
- Urban County Requalification - FY 2027-2029, Renewal of CDBG Cooperation Agreement (Option 1 to remain in the Pinellas County Urban County for use of CDBG Funds)
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*
- Purchase of 2 Easy Dump Dumpsters from Par-Kan - \$60,000 Capital Improvements Budget for Sanitation
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*
- Acceptance of Parking Study Contract ADEAS Q
  - March 18, 2026, BOC Regular Workshop
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*
- Approval of RFP 26-05 and Contract with Speeler Companies for Marina Seawall Replacement and Tom & Kitty Stuart Park Seawall Improvements \$209,850.00
  - May 27, 2026, BOC Regular Workshop
  - May 27, 2026, BOC Special Meeting - *Approved 5-0*
- Amendment to Pinellas County Interlocal Agreement to share cost with FDEP for NPDES MS4 Permit
  - May 27, 2026, BOC Regular Workshop
  - June 10, 2026, BOC Regular Meeting
- 2025 F550 4X4 Dump Truck Purchase from Duval Ford through Piggyback with Florida Sheriff's Association \$96,247.00
  - May 27, 2026, BOC Regular Workshop
  - June 10, 2026, BOC Regular Meeting
- Approval to Piggyback off the City of Belleair Bluffs Duncan Drive Roadway & Stormwater Improvements Contract for Area 5 and various locations Roadway and Drainage Improvements
  - May 27, 2026, BOC Regular Workshop
  - June 10, 2026, BOC Regular Meeting
- Hearing Officer Agreements - Attorney Sacha Dyson, \$300 hour; Attorney Michelle Nadeau, \$495 hour
  - May 27, 2026, BOC Regular Workshop
  - June 10, 2026, BOC Regular Meeting
- Reddington EMS Station Funding Agreement Renewal (City serves as a pass-through for \$7,400,000)

- June 10, 2026, BOC Regular Meeting

**PROPERTY DISCUSSIONS FOR PURCHASE**

- Vacant Property at 217 150th Avenue, located behind Kava Coffee Shack
  - January 28, 2026, BOC Regular Workshop Meeting - The consensus of the Board was to table all discussion of the property until a proposal that falls within appropriate zoning and best use of the property is presented.
  - March 4, 2026, BOC Regular Meeting – *Failed 4-1, Vice Mayor Kerr in favor*

**LIEN REDUCTION/FEE WAIVER REQUESTS**

- Special Magistrate Lien at 703 Sunset Cove, Madeira Beach, Case No. 24-233 (Baker-Cianciulli)
  - January 14, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting
  - February 11, 2026, BOC Regular Workshop Meeting
  - March 4, 2026, BOC Regular Meeting – *Approved 5-0, to reduce the fine amount to \$2,000 to be paid within 30 days, or it reverts to the original fine amount.*
- Lot Mowing Lien and Special Magistrate Liens - 13225 2nd Street East, Madeira Beach – Case Nos. 14-68, 08.04, 08.24, 08.07, and 09.39 (Simonetta and Discount Properties of Florida LLC)
  - March 18, 2026, BOC Regular Workshop Meeting
  - April 8, 2026, BOC Regular Meeting – *Approved 5-0*

**BOARD APPOINTMENTS**

May 13, 2026, BOC Regular Meeting

- Appointed Elizabeth Watkins Holloway to serve a partial term on the Planning Commission expiring on September 30, 2026 – *Approved 5-0*

**WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP LIST**

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

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

Added:

- Parking Signage Update
- Parking Garage Update
- John’s Pass Jetty Sidewalk Update
- Kitty Stuart Park Update

- Vacant Property behind Kava Coffee Shack, mentioned by Vice Mayor Kerr, - staff to provide current zoning regulation and land use regulation for the vacant property
- Discuss how to recognize Residents who go above and beyond for the City

February 4, 2026, BOC Regular Meeting (February 11, 2026, BOC Regular Workshop)

- Area 9 Design and Permitting Proposal Discussion
- John's Pass Village Parking Garage Discussion
- Hearing Officer Agreements

Added:

- Special Magistrate Lien 703 Sunset Cove, Madeira Beach – Case No. 24-233 (Baker-Cianciulli)
- Sanitation
- Key to the City Recipient Discussion
- Sample Forms for Business or Citizen Recognition/Appreciation (tentative)
- Purple Heart Recipient and Progress with the American Legion
- Meeting Schedule Setting to Streamline Items on Agenda
- Office for the Board of Commissioners at City Hall

March 4, 2026, BOC Regular Meeting (March 18, 2026, BOC Regular Workshop)

- Samples of Recognition and Appreciation Forms and an Explanation Form of why the person was chosen to receive Recognition
- GrantWorks Piggyback Contract with Texas Standard
- John's Pass Village Parking Garage Discussion
- 555 150th Avenue Rezoning to C-4, Marine Commercial
- ITB #26-01 City Hall Elevator
- RFP #26-02 Holiday Decorations throughout the City
- Lot Mowing Lien and Special Magistrate Liens - 13225 2nd Street East, Madeira Beach - Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39 (Simonetta and Discount Properties of Florida LLC)
- Gulf Beaches Public Library, Inc. - Audited Financial Statements, September 30, 2025

April 8, 2026, BOC Regular Meeting (April 29, 2026, BOC Regular Workshop)

- Hearing Office Agreements
- Samples of Recognition and Appreciation Forms and Explanation Form of why the person was chosen to receive recognition
- BOC Policy Handbook
- Explore ways to keep costs down for city services, contracts, design, and construction fees
- Discuss changing the municipal election from March to November
- 26PLN City of Madeira Beach Vulnerability assessment and adaptation plan Grant approval
- RFP #26-02 Holiday Décor
- Approval of Florida Department of Children and Families Grant for Rip Tide Simulator
- RDK ASL Lease Discussion
- John's Pass Village Parking Garage Feasibility Study
- Par-Kan Beach Dumpster Discussion
- Ordinance 2026-03, 555 150<sup>th</sup> Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial – Discussion
- Greg Chassin regarding his property development issue

May 13, 2026, BOC Regular Meeting (May 27, 2026, BOC Regular Workshop)

- Pinellas County ILA for MS4
- Hearing Officer Agreements
- Samples of Recognition and Appreciation Forms and Explanation Form of why the person was chosen to receive recognition
- Explore ways to keep costs down for city services, contracts, design, and construction fees
- Discuss changing the municipal election from March to November
- Holiday Decor - Proposal with and without solar options
- Landscape - LDRs
- Sidewalks and Driveways - LDRs
- Nonconforming uses and BTRs (tentative) - LDRs
- RFQ for Land Development Regulations and Code of Ordinances
- Limited use parking along Gulf Blvd
- Snack Shack Historical Ordinance - Review Draft
- John's Pass Village Hotel - Vacation of ROW, Rezoning and DA
- TENTATIVE - 135th Ave - Vacation of ROW
- Ordinance 2026-04 (Zoning - Establishing Division 6 - Low Density Vacation Rental)
- RFP 26-05 Marina Seawall Replacement
- Piggyback agreement with Keystone for Area 5, Beach Parking lots, Johns Pass Village, and Bay Point.

June 8, 2026, BOC Regular Meeting (June 24, 2026, BOC Regular Meeting)

- Board of Commissioners Salary Discussion – Civil Service Commission Chair, Jerry Cantrell
- Exhibit A.1 DRC Agreement ILA PC Debris and Collection Agreement
- Nonconforming density and BTRs - LDRs
- Landscaping regulations - LDRs
- RFQ for Land Development Regulations and Code of Ordinances
- Limited use parking along Gulf Blvd
- Holiday Décor – Proposal with and without solar options
- Grantworks Agreement
- Resolution 2026-06: Moratorium on the Collection of Mobility Fees and Kimley-Horn Impact Fee Comparison

Added:

- Proposed Charter Amendment Ordinance changing Municipal Elections from March to November

**BOC REGULAR & WORKSHOP MEETING DISCUSSIONS**

January 14, 2026, BOC Regular Meeting

- Snack Shack Update

January 28, 2026, BOC Regular Workshop

- Discuss how to Recognize Residents who go above and beyond for the City
- Vacant Property at 217 150<sup>th</sup> Avenue, located behind Kava Coffee Shack

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

#### February 11, 2026, BOC Regular Workshop

- Key to the City (Nomination request by Commissioner Ghovae)
- Office for the Board of Commissioners at City Hall
- Sanitation Services Discussion
- Purple Heart Recipient – Progress Update with American Legion
- Meeting Schedule Setting to Streamline Items on Agenda
- Special Magistrate Lien at 703 Sunset Cove, Madeira Beach – Case No. 24-233 (Baker-Cianciulli)
- Area 9 Roadway and Drainage Improvement Project Discussion
- Schedule a Special Meeting for the last week of February regarding City Manager Search
- Food Trucks at Archibald Park due to conflicting ordinance language and statutory requirements

#### March 18, 2026, BOC Regular Workshop

- Reporting The Official March 10, 2026 Municipal Election Results
- Oath of Office – David Tagliarini, Commissioner District 1
- Oath of Office – Charles “Chuck” Dillon, Commissioner District 2
- Reduction of Lien Request: Lot Mowing Lien and Special Magistrate Liens - 13225 2nd Street East, Madeira Beach – Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39 (Simonetta and Discount Properties of Florida LLC)
- Gulf Beaches Public Library, Inc. - Audited Financial Statements, September 30, 2025
- City Hall Elevator Replacement
- Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial
- Parking Garage Feasibility Study Quotes
- Approval to Purchase Self-Contained Breathing Apparatus from Municipal Emergency Services (MES) - Piggyback on Lake County Contract 22-730G

- John's Pass Dredging Update

#### April 8, 2026, BOC Regular Meeting

- 555 Property and Survey of the Water that is Required for Building Docs (item moved to April 29, 2026 BOC Regular Workshop Meeting)
- Tom and Kitty Stuart Park

#### April 29, 2026, BOC Regular Workshop

- 14140 E Parsley Drive Property – Greg Chassin regarding his property development issue
- BOC Policy Handbook
- RFP #26-02, Holiday Décor
- Direction on New Property Purchase at 555 150<sup>th</sup> Avenue
- 555 150<sup>th</sup> Avenue 150<sup>th</sup> Avenue Property and Survey of the Water that is Required for Building Docs – This item was tabled pending the outcome of the strategic plan
- Urban County Requalification – FY 2027 – 2029, Renewal of CDBG Cooperation Agreement
- Ordinance 2026-03, 555 150<sup>th</sup> Avenue Rezoning from PD, Planned Development to C-4 Marine Commercial
- Snack Shack Update
- Parking Garage Feasibility Study Quotes
- Approval of Florida Department of Children and Families Grant for Rip Tide Simulator
- FDEP Resilient Florida Grant for Vulnerability update and Adaptation Plan Discussion
- John's Pass Dredging Update Survey
- Acceptance discussion for FDEP L0253 – Stormwater Resiliency Project
- Purchase of 2 Easy Dump Dumpsters from Par-Kan

#### May 27, 2026, BOC Regular Workshop

- Samples of Recognition and Appreciation Forms to include an explanation as to why the person was chosen to receive recognition
- Discuss changing Municipal Elections from March to November (Information available by Meeting Date)
- Hearing Officers - Grievance Hearings
- Ordinance 2026-04, Zoning – Establishing Division 6 – Low Density Vacation Rental
- Ordinance 2026-06, John's Pass Village Hotel Vacation of Right-of-Way Request – Portion of Fisherman's Alley
- Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning
- John's Pass Village Hotel Planned Development (PD) Development Agreement
- Approval of RFP 26-05 Bid Award to Speeler Companies for Marina Seawall Replacement and Tom & Kitty Stuart Park Seawall Improvements
- Amendment to Pinellas County Interlocal Agreement to share cost with FDEP for NPDES MS4 Permit
- 2025 Ford F550 4X4 Dump Truck Purchase
- Approval to Piggyback off the City of Belleair Bluffs Duncan Drive Roadway & Stormwater Improvements Contract for Area 5 and various locations Roadway and Drainage Improvements
- GrantWorks Update

June 24, 2026, BOC Regular Workshop

- **2026 Legislative Update – RJ Myers with Myers Consulting Group**
- **Board of Commissioners Salary Increase Discussion (Jerry Cantrell, Civil Service Commission Chairman)**
- **Discussion – Changing the March Municipal Elections to November**
- **City Attorney Services Contract Extension**
- **Nonconformities and Business Tax Receipt Requirements**
- **Landscaping Regulations**
- **Resolution 2026-06, Moratorium on collection of mobility fee and Kimley-Horn Impact Fee Evaluation**
- **Florida Legislation Update – Community Development Department**

**BOC SPECIAL MEETINGS – SHADE MEETINGS**

May 21, 2026, BOC Special Meeting

- Clifford Smith, Jr. vs City of Madeira Beach, Case No.19-8396-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

**BOC SPECIAL MEETINGS - GENERAL**

February 26, 2026, BOC Special Meeting – City Manager Applications – the BOC consented to interviewing 7 City Manager Candidates

1. Stanley Hawthorne
2. Michael Helfrich
3. Debbie Manns
4. Timothy Owens
5. Raymond Palmer
6. Lynne Ladner
7. Adrian Jones

March 27, 2026, BOC Special Meeting – City Manager Candidate Presentations and Finalist/s Selection Presentations

- Stanley Hawthorne
- Michael Helfrich
- Debbie Manns
- Timothy Owens
- Lynne Ladner

Candidate Finalist Selection

- Michael Helfrich – *Approved 5-0*

April 21, 2026, BOC Special Meeting – City Manager Employment Agreement – Michael Helfrich

- The Board of Commissioners approved the City Manager Employment Agreement with Michael Helfrich, with the terms and conditions stated in the agreement, and the changes requested by the Board - *Approved 5-0*

May 27, 2026, BOC Special Meeting

- Approval of RFP 26-05 and Contract with Speeler Companies for Marina Seawall Replacement and Tom & Kitty Stuart Park Seawall Improvements

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

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

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

September 23, 2026, BOC Special Meeting; 5:45 p.m. [Meeting date and time subject to change]

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

**BOC BUDGET WORKSHOPS**

Wednesday, April 29, 2026 BOC Budget Workshop #1

- Excerpts from FY 2025 Audited Financial Statements
- 4 Year Historical Revenues & Expenses and Reserve Analysis
- Outstanding Debt & Cash & Investments Balances
- Proposed FY 2026 Budget Amendment #1
- FY 2027 Budget Workshop & Adoption Timeline

Wednesday, May 27, 2026 BOC Budget Workshop #2

- Multi-Year Capital Improvement Plan – Preliminary FY 2027
- Budgeted Personnel Costs & FTES – Preliminary FY 2027
- Resolution – Positions to Apply to FRS Senior Class
- Resolution – Bank Signatory Change

Wednesday, June 24, 2026 BOC Budget Workshop #3

- FY 2027 Budget Workshop #3 - Revenues Analysis
- Revenues Budget – Preliminary FY 2027
- Ad Valorem Tax Revenue analysis – Preliminary FY 2027
- Strategic Plan Financial Presentation

Future Scheduled BOC Budget Workshops

- Wednesday, July 22, 2026 BOC Budget Workshop #4
- Wednesday, August 26, 2026 BOC Budget Workshop #5

**TOWN HALL MEETINGS/COMMUNITY MEETINGS – COMMISSION CHAMBERS**

- November 15, 2025, Town Hall Meeting #1 for Input to Develop the New Property, 555 150<sup>th</sup> Avenue, Madeira Beach & Jetty
- November 19, 2025, Town Hall Meeting #2 for Input to Develop the New Property, 555 150<sup>th</sup> Avenue, Madeira Beach & Jetty

- February 3, 2026, Town Hall Meeting #3 for Input to Develop the New Property, 555 150<sup>th</sup> Avenue, Madeira Beach
- City of Madeira Beach Candidate Forum – Commissioner District 2 (Hosted by League of Women Voters of St. Petersburg Area)
- February 7, 2026, Town Hall Meeting #4 for Input to Develop the New Property, 555 150<sup>th</sup> Avenue, Madeira Beach
- April 27, 2026, Neighborhood Information Meeting – Major Site Plan Review SP 2026-02, Madeira Beach Public Works
- June 11, 2026, Strategic Plan Public Workshop

**LETTER OF SUPPORT ITEMS**

**RESPOND TO PUBLIC COMMENTS/QUESTIONS**

January 14, 2026, BOC Regular Meeting

The Commission addressed two main topics from public comments:

1. Jerry Cantrell regarding pay increases for the Board of Commissioners.

Commissioner Tagliarini said he would like the discussion to continue and that, if a pay raise is approved, he would either decline it or return it to the City to avoid any conflict of interest. He thought they needed to be competitive. The Commission agreed to add this topic to the February workshop agenda. The City Clerk noted that any change would require an ordinance, and it would need to be adopted at least six months before the next election to take effect.

2. The public comments regarding the Kava Coffee Shack Property.

The Commission acknowledged the strong public opposition to using this property for public works, particularly regarding traffic concerns expressed by residents of the adjacent condominiums. They will discuss it at the next workshop meeting.

February 11, 2026, BOC Regular Workshop Meeting

1. Stephanie Berry, on behalf of John’s Pass Committee – request for the City to consider adding a line item to next year's budget, similar in structure to the parking garage initiative. It would not be an expenditure; rather, it would be a framework that enables them to formally collaborate with the City to design, implement, and expand profitable community events. Their aim is to help generate revenue through events that attract more visitors, support local businesses, and build long-term economic strength.

The Commission discussed the comment. The City Attorney said there is no public purpose involved in providing a benefit to those commercial businesses. If the City were to set aside the funds for power washing sidewalks, painting, or parking lot replacement or repairs, that would be fully acceptable. He would avoid raising money and giving it to John’s Pass businesses. There is no public purpose in that. Director Wepfer said there must have been confusion because she spoke to Stephanie Berry today and explained that the City already has a line item in the general

fund for John's Pass, and that within that is maintenance, grounds, and parks, which cover John's Pass Village and all the right-of-way. Within that same budget, there is another line item for the maintenance of John's Pass Park. That covers all the grounds and pavers. She has the pavers pressure-washed every quarter, although not all of them are owned by the City. They are all pressure-washed.

2. Chris DiGiovanni's concern that Kitty Stuart Park might be used for purposes other than its original purposes. He shared his vision for the park.

Mayor Brooks explained that Kitty Stuart Park would remain a park. That had been discussed many times before, the City is actively working to restore Kitty Stuart Park. Director Wepfer provided an update on the project and the expected completion timeline.

#### March 4, 2026, BOC Regular Meeting

1. Mr. Dillon thanked the City for opening the parking spots and mentioned that everyone can vote in the election regardless of the district they live in.

Mayor Brooks said Mr. Dillon's comments about voting did not require any discussion.

2. What the City is doing to prepare for hurricane season

Mayor Brooks said the City is not moving downstairs, and the library has done its own floodproofing. It had nothing to do with the City. The downstairs can only be used for storage. She was not sure if the Recreation Department sealed their windows and doors but would be interested to know. The Acting City Manager said the Fire Department is 13 feet above the elevation, and if they flood, they would be in bad shape. The wind-driven rain still gets through, even if they replace the doors.

Mayor Brooks was interested in the amphibious duck. The Acting City Manager said he researched a similar vehicle, the MRAP (Mine-Resistant Ambush Protected Vehicle). It looks like it would work when the water is flowing and the vehicle travels at 7 miles per hour.

#### March 27, 2026, BOC Special Meeting

1. Greg Chassin, 14080 W. Parsley Drive, Madeira Beach, on behalf of Killius and Chassin Development, LLC, read a letter from Joseph Petraglia in Community Development before purchasing the property located at 14140 East Parsley Drive, confirming that no foreseen challenges with redevelopment were anticipated. They could demolish the existing structure and construct a new duplex, provided they complied with the setbacks. Based on that information, they purchased the property on February 4, 2026, for \$276,000. After closing on the property, they were notified by the Building Department that a duplex would not be permitted because a prior owner allegedly had not maintained a business tax license, something they had no knowledge of and no ability to control. He said they were seeking a reasonable solution.

Mayor Brooks addressed the earlier public comment from Greg Chassin regarding his property development issue, stating that she would work with the city manager and community development to investigate the matter and bring it back to a Commission meeting for clarity.

#### April 8, 2026, BOC Regular Meeting

1. Mr. Whalley, regarding electric bikes on the beach.

Mayor Brooks asked City Attorney Trask to provide an update on relevant legislation. The City Attorney noted that every beach community pushed for uniform regulations prohibiting electric bikes on beaches. He said he would look into legislation that addressed the issue.

2. Mr. Willis, regarding the State road repair on 150<sup>th</sup> Ave. and the 140<sup>th</sup> Ave. water puddle.

For the record, Mayor Brooks said she knows Public Works Director Wepfer has communicated with the State about 150<sup>th</sup> Ave., but she does not have any control over them coming out and doing anything. Director Wepfer said that, although it is a state road, Pinellas County has its utilities beneath it. The area Mr. Willis was referring to is the Pinellas County utility areas that need attention. Citizens should call Pinellas County Utilities at 727-464-4400 to report such issues.

Director Wepfer said the 140th Avenue area was damaged when Frontier collapsed the roadway. It will be checked, though it is not a constant puddle; it appears only with rain. She will check into it.

The Acting City Manager highlighted new, improved parking signs on display in the back of the Commission Chambers that clearly display "City of Madeira Beach" and provide detailed instructions for the ParkMobile app, eliminating confusion about private lot parking.

The City Clerk announced a Planning Commission vacancy and requested applications from residents who are registered voters, with the appointment scheduled for the May 13th regular meeting.

#### April 29, 2026, BOC Regular Workshop Meeting

1. Ms. Hopkins spoke about the condition of Bay Point Drive. She recounted that around the middle of the prior year, residents on Bay Point Drive were told at a Conversations with the Mayor's meeting that a mill and resurface of the road would occur in roughly eight months, with completion expected around January or February 2026. At the February 11 meeting, a neighbor at 904 Bay Point Drive again raised the issue before the Commission, describing the road as undrivable, not bikeable, and unsafe for pedestrians. Ms. Hopkins noted that she had been stopped by a sheriff's deputy for walking in the middle of the road because of its condition. She noted that, given her background in government purchasing, she was aware of the ability to piggyback on other county bids for potentially faster and more competitive pricing, and she urged the Commission to help expedite the mill and resurface.

Mayor Brooks asked Public Works Director Megan Wepfer whether she had an update or if they should provide one at the next meeting. Director Wepfer said they would need to wait until the next meeting for the update, as she and the City Manager needed to discuss it.

Mayor Brooks said, for the record, that they want to add Bay Point to the next workshop meeting, or, if Megan has something available by the next voting meeting, they could provide an update on milling and surfacing.

Director Wepfer explained the condition of the roads. Commissioner Dillion suggested applying an overlay to certain areas to at least get them through for three or four years. Director Wepfer said it was possible.

Director Wepfer said there was a possibility that Area 9 would not take that long because they are going for resiliency funding, which is due by September. They will come back with an update.

### May 13, 2026, BOC Regular Meeting

#### 1. House Bill 803 (Bob Bellow)

Community Development Director Marci Forbes indicated that staff, including both the planning and building divisions, had been closely monitoring the recently enacted legislation and were preparing a bullet-point summary of its impacts on the community and planned responses. The summary would be brought to the Board at a future workshop. Regarding the specific question about the five-day permit response requirement for projects under \$15,000, the answer may be specific to the planning and building sides, which she would clarify at the workshop. They will do what is needed to make the permitting process faster.

Commissioner Tagliarini said he would like the bullet-point summary to explain how the community is affected and what the answers would be, and to be as user-friendly as possible, given the confusion already circulating. Director Forbes said she would be as clear as possible, given the information and the extent to which the City Attorney can help her with interpretations. Some bills leave many questions unanswered.

#### 2. Illegal Short-Term Rentals (Jeff Beggins)

Mayor Brooks said they have discussed short-term rentals many times. She appreciates the printout showing how many short-term rentals are illegal in the City. It warrants further discussion. They have enforcement personnel. They consist of two Sheriff Department deputies and three code enforcement employees, who go out and issue tickets. She asked whether they could be any more stringent than they currently are, given what the State of Florida allows.

City Attorney Trask provided context on the current enforcement framework, noting that the City is governed by Florida Statute Chapter 162, which caps the amount the special magistrate may fine. For initial violations, the special magistrate can fine up to \$250 per day the violation continues, and for repeat violations, up to \$500 per day. The special magistrate has heard the cases and has entered significant fines as a direct result of the violations. As part of their testimony, when they can, they elicit information on exactly how much the property owner is making on a day-to-day basis. They try to make it unprofitable so the owner will come into compliance. It makes it difficult for property owners to defend themselves when deputies present body camera footage to the special magistrate. They hold hearings once a month, and, if necessary, they can hold additional hearings when the special magistrate is available. Increasing the fines is not at the city level but at Tallahassee.

The City Attorney said the City has five code enforcement staff members: two deputies and three City staff members, namely Connor, Taylor, and Holden. Other cities he represents have only one code enforcement person.

Commissioner Dillon asked whether the process could be expedited, noting that it is lengthy and drawn out. Attorney Trask explained that the process involves providing a courtesy notice, a notice of violation, and a statement of violation requesting a hearing. The statement of violation must be given at least 10 days prior to the hearing. Eliminating the initial courtesy notice, while not legally required, could shorten timelines by seven to ten days. Removing that notice would not pose a legal issue. There is no legal requirement to provide a courtesy notice, and removing it for some violations would not create a legal issue. If they are going to issue notices of violation, as they should, it should be the same across the board.

Commissioner Tagliarini proposed creating a dedicated community safety officer position, with one or more employees whose sole responsibility would be proactive enforcement of non-emergency code violations across the City, including illegal short-term rentals, beach code violations, overgrown yards, and parking issues. Existing deputies and code enforcement staff handle short-term rental enforcement as a secondary responsibility and typically respond reactively to complaints. A dedicated officer with time specifically allocated to monitoring platforms such as Airbnb and Vrbo could gather evidence more systematically and bring more cases before the magistrate. He planned to return to the Board with a more detailed suggestion. It is not so much changing what they have, but having somebody dedicated to doing that full-time to look at those non-emergency code violations.

Vice Mayor McGeehen expressed strong support for the concept, noting that residents in his district frequently contact him regarding short-term rental activity. He echoed the view that \$250 per day is an insufficient deterrent given rental income levels and supported Commissioner Dillon's idea as a meaningful step toward more effective enforcement.

#### June 10, 2026, BOC Regular Meeting

Mr. Scott and Mr. Stallman comments – Mayor Brooks said their comments had already been addressed by Director Wepfer in her Area 3 update.

Captain Dylan Hubbard's comment – Mayor Brooks said the John's Pass business meetings are very informative and have fostered open communication and support. Once a Communications Manager is hired, they can put John's Pass Village advertising on a future workshop.

The City Manager said they have started interviewing for the Community Communications Manager position, and the process is going very well. He said the search for the HR Director has begun, and they will likely make a selection in about six weeks.

### **REPORTS/CORRESPONDENCE – BOARD OF COMMISSIONERS & CHARTER OFFICERS**

Please refer to the BOC Meeting Minutes for information regarding Reports/Correspondence.

ORDINANCE NO. 9

## AN ORDINANCE PROVIDING FOR MUNICIPAL ZONING

THE TOWN OF MADEIRA BEACH DOETH ORDAIN:

Section 1. Definitions.

For the purpose of this ordinance certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" includes the word "premises" and the word "shall" is mandatory and not directory; said definitions being as follows:

(1) Accessory buildings. (a) A subordinate building or a portion of the main building, the use of which is incidental to that of the dominant use of the building or premises. (b) A garage apartment shall be an accessory or subordinate building, not a part of or attached to the principal building, containing living facilities for not more than one family, which living facilities shall not occupy more than fifty per cent of the total floor area of said garage apartment.

(2) Alley. A public thoroughfare which affords only a secondary means of access to abutting property.

(3) Apartment house. See Dwelling, multiple.

(4) Basement. A story having part but not more than one-half its height below grade. A basement is counted as a story for the purpose of height regulations, if subdivided and used for business or dwelling purposes by others than a janitor employed on the premises.

(5) Boarding house. A building other than a hotel, where, for compensation and by pre-arrangement for definite periods, meals, or lodging and meals, are provided for three or more persons, but not exceeding twenty persons.

(6) Buildings. See Structure.

(7) Building, height of. The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height of the highest gable of a pitch or hip roof.

(8) Cellar. A story having more than one-half of its height below grade.

(9) District. Any section of the town for which the regulations governing the use of buildings and premises or the height and area of buildings are uniform.

(10) Dwelling. Any building, or portion thereof, which is designed or used exclusively for residential purposes.

(11) Dwelling, single-family. A building designed for or occupied exclusively by one family.

(12). Dwelling, two-family. A building designed for or occupied exclusively by two families.

(13). Dwelling, multiple. A building or portion thereof designed for or occupied by three or more families.

(14). Family. A group of one or more persons occupying a premises and living as a single housekeeping unit as distinguished from a group occupying a boarding house, lodging house or hotel, as herein defined.

(15) Farm. An area which is used for the growing of the usual farm products such as vegetables, fruits and grain, and their storage on the area, as well as for the raising thereon of the usual farm poultry and farm animals. The term "farming" includes the operating of such an area for one or more of the above uses including dairy farms with the necessary accessory uses for treating or storing the produce, provided however, that the operation of any such accessory uses shall be secondary to that of the normal farming activities.

(16) Filling stations. Any building or premises used solely or principally for the storing, dispensing, sale or offering for sale at retail of any automobile fuel or oils.

(17) Frontage. All the property on one side of a street or place between two intersecting streets or places (crossing or terminating) measured along the line of the street or place, or if the street or place is dead-ended, then all of the property abutting on one side between an intersecting street or place and the dead-end of the street or place.

(18) Garage apartment. See Accessory buildings.

(19) Garage, private. An accessory building designed or used for the storage of not more than four motor-driven vehicles owned and used by the occupants of the building to which it is accessory.

(20) Garage, public. A building or portion thereof, other than <sup>a</sup>private or storage garage, designed or used for servicing, repairing, equipping, hiring, selling or storing motor-driven vehicles.

(21) Garage, storage. A building or portion thereof designed or used exclusively for term storage by pre-arrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired or sold.

(22) Grade. (a) For buildings having walls adjoining one street only the elevation of the sidewalk at the center of the wall adjoining the street. (b) For buildings having walls adjoining more than one street the average of the elevation of the sidewalk at the centers of all walls adjoining the streets. (c) For buildings having no wall adjoining the street the average level of the finished surface of the ground adjacent to the exterior walls of the building. Any wall approximately parallel to and not more than five feet from a street line is to be considered as adjoining the street.

(23) Home occupation. Any profession or customary home occupations carried on by a member of a family, residing on the premises, in connection with which there is used no sign other than one non-illuminated name plate attached to the building entrance which is not more than one square foot in area; provided that no commodity is sold upon the premises; provided that no person is employed other than a member of the immediate family residing on the premises; provided, that no mechanical equipment is installed except such that is normally used for purely domestic or household purposes; and provided, that not over twenty-five per cent of the total actual floor area of any story is used for home occupation or professional purposes.

(24) Hotel. A building in which lodging is provided and offered to the public for compensation and which is open to transient guests, and in which ten or more rooms are furnished for the accommodation of such guests.

(25) (a) Lodging or rooming houses. A building where lodging only is provided for compensation to three or more, but not exceeding twenty permanent guests or tenants.

(b) Guest houses. A private residence in which accommodations are provided for compensation to three or more, but not exceeding twelve permanent guests or tenants.

(26) Lot. A parcel of land occupied or intended for occupancy by one main building together with its accessory buildings including the open spaces

required by this ordinance and having its principal frontage upon a street or upon an officially approved place.

(27) Lot, corner. A lot abutting upon two or more streets at their intersection.

(28) Lot, depth of. The mean horizontal distance between the front and rear lot lines.

(29) Lot, double frontage. A lot having a frontage on two non-intersecting streets as distinguished from a corner lot.

(30) Lot, interior. A lot other than a corner lot.

(31) Lot lines. The lines bounding a lot.

(32) Lot of record. A lot which is a part of a subdivision, the map of which has been recorded in the office of the Clerk of the Circuit Court of Pinellas County, of a lot described by metes and bounds, the description of which has been recorded in the office of the Clerk of the Circuit Court of Pinellas County.

(33) Minimum standard of improvements. A minimum standard of improvements shall include a road, connection with a water main or a well located upon the lot providing a supply of potable water, connection with a septic tank constructed upon the lot, which septic tank shall meet the requirements of the Florida State Board of Health.

(34) Non-conforming use. Any building or land lawfully occupied by a use at the time of passage of this ordinance or amendments thereto which does not conform after the passage of this ordinance or amendments thereto with the use regulations of the district in which it is situated.

(35) Place. An open unoccupied space other than a street or alley permanently reserved as the principal means of access to abutting property.

(36) Restorium. Any building and premises used for housing and caring for the aged, convalescents, physically unfit, except persons suffering from mental ailments and persons so ill as to require regular hospitalization.

(37) Stable, private. A stable with a capacity for not more than two horses or mules.

(38) Stable, public. A stable, other than a private stable, with a capacity for more than two horses or mules.

(39) Street. All property dedicated or intended for public or private street purposes or subject to public easements therefor.

(40) Story. That portion of a building, other than a basement,

included between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, then the space between the floor and the ceiling next above it.

(41) Story, half. A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three feet above the top floor level, and in which space not more than two-thirds of the floor area is finished off for use. A half-story containing independent apartment or living quarters shall be counted as a full story.

(42) Street line. A dividing line between a lot, tract or parcel of land and a continuous street.

(43) Structure. Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground. When a building is divided into separate parts by unpierced walls, each part shall be deemed a separate building.

(44) Structural alterations. Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls.

(45) Tourist or trailer camps. An area where three or more camp cottages, tent houses or house cars may be located and used as temporary living or sleeping quarters of three or more families and intended primarily for automobile transients. Every camp shall provide an average area of not less than eight hundred square feet for every cottage, tent or house car accommodation.

(46) Yard. An open space, other than a court, on the same lot with a building, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

(47) Yard, front. A yard extending across the front of a lot between the side yard lines and being the minimum horizontal distance between the street line and the main building or any projection thereof, other than steps, unenclosed balconies and unenclosed porches.

(48) Yard, rear. A yard extending across the rear of a lot measured between lot lines and being the minimum horizontal distance between the rear lot line and the rear of the main building or any projections other than steps, unenclosed balconies or unenclosed porches. On corner lots the rear yard shall be considered as parallel to the street upon which the lot has its least dimension. On both corner lots and interior lots the rear yard shall in all cases be at the opposite end of the lot from the front yard.

(49) Yard, side. A yard between the building and the side line of the lot and extending from the front lot line to the rear lot line.

(50) Community service laundry. A building or a portion of a building equipped with washing machines, drying and ironing machines, electric irons and other equipment and supplies used in the washing, drying and ironing of clothes, which are to be rented and used on the premises by the customer to launder his own washing, and not employing more than three persons to supervise the rental and maintenance of such equipment and the sale of supplies.

Section 2. Plats required with applications for building permits; record of applications.

Each application for a building permit shall be accompanied by a plat in duplicate, drawn to scale, showing the actual dimensions of the lot to be built upon, the size, shape and location of the building to be erected, the terms of this ordinance on which the board is required to pass upon and such other information as may be necessary to provide for the enforcement of this ordinance. A record of applications and plats shall be kept in the office of the town clerk.

Section 3. Interpretation, purpose and conflict.

In interpreting and applying the provisions of this ordinance, they shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, morals, prosperity and general welfare. It is not intended by this ordinance to interfere with or abrogate or annul any ordinance, rules, regulations or permits previously adopted or issued, and not in conflict with any of the provisions of this ordinance,

or which shall be adopted or issued pursuant to law relating to the use of building or premises, and likewise, not in conflict with this ordinance; nor is it intended by this ordinance to interfere with or abrogate or annul any easement, covenants or other agreements between parties, except that if this ordinance imposes a greater restriction, this chapter shall control.

Section 4. Changes, amendments, etc.

The town council may, from time to time, on its own motion or on petition, amend, supplement, change, modify, or repeal by ordinance the boundaries of districts or regulations or restrictions herein established. Any proposed amendment, supplement, change, modification or repeal shall first be submitted to the town planning board for its recommendations and report. If the town planning board makes no report within thirty days, it shall be considered submitted to the council, without recommendation upon upon the proposed amendment, supplement, modification, or change. Upon the filing of the recommendations and report by the town planning board or upon the failure so to do within thirty days with respect to any proposed amendment, supplement, change, modification, or repeal, the town council shall proceed to hold a public hearing in relation thereto, giving at least fifteen days' notice of the time and place of such hearing, which notice shall first be published by posting as provided by law. In case of an adverse report by the town planning board or if a protest against such proposed amendment, supplement, change, modification or repeal shall be presented in writing to the town clerk, duly signed and acknowledged by the owners of twenty per cent or more either of the area of the lots included in such proposed change or of those immediately adjacent in the rear thereof extending one hundred feet therefrom, or of those directly opposite thereto extending one hundred feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of three-fourths of all the members of the town council.

Before any action shall be taken as provided in this section, the party proposing or recommending a change in the district regulations or district boundaries shall deposit with the clerk of the town, the sum of ten dollars to cover the approximate cost of this procedure and under no condition shall said sum or any part thereof be refunded for failure of said change to be adopted by the town council.

Section 5. Enforcement and violations; penalty.

It shall be unlawful for any building or structure to be erected, constructed, reconstructed, altered, repaired, converted or maintained, or for any building, structure, or land to be used in violation of the regulations of this ordinance or other regulation made under authority conferred hereby.

Any individual violating any of the provisions of this ordinance shall, upon conviction thereof in the municipal court of the town be punished by a fine not to exceed two hundred dollars or by imprisonment in the jail not to exceed thirty days, in the discretion of the municipal judge. When a copartnership or a corporation violates any of the provisions of this ordinance, the members of the copartnership responsible for said violation and the managing officers of the corporation guilty of said violation, or who direct the same to be done, shall be punished in the same manner as the punishment prescribed for an individual in this section. Every person who aids, abets or assists in the violation of the provisions of this ordinance shall be punished as a principal. Each and every day that a violation of this ordinance continues shall constitute a separate and distinct offense.

Section 6. Number and names of district.

In order to classify, regulate and restrict the locations of trades, industries, and the location of buildings designed for specified uses; to regulate and limit the intensity of the use of lots; and to regulate and determine the area of yards, courts and other open spaces within the surrounding buildings, the town is hereby divided into districts of which there shall be five in number known as:

"A" - Single Family Dwelling District; "B" - Two Family Dwelling District; "C" - Multiple Dwelling District; "D" - Business District; and "E" - Trailer Park District.

Section 7. Boundaries established by "district map"; map made part of ordinance.

The boundaries of the districts are shown upon the map and made a part of this ordinance, which map is designated as the "district map". The district map and all the notations, references and other information shown thereon are a part of this ordinance and have the same force and effect as if the district map and all the notations, references and other information shown thereon were all fully set forth or described herein, which district

map is properly attested and is on file with the town clerk.

Section 8. Rules where uncertainty arises as to boundaries of districts. Where uncertainty exists with respect to the boundaries of the various districts as shown on the district map which is made a part of this ordinance, the following rules apply:

(1) The district boundaries are either streets or alleys unless otherwise shown, and where the districts designated on the map are bounded approximately by street or alley lines, the street or alley shall be construed to be the boundary of the district.

(2) Where the district boundaries are not otherwise indicated, and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the lot lines, and where the districts designated on the map are bounded approximately by lot lines, the lot lines shall be construed to be the boundary of the districts unless the boundaries are otherwise indicated on the map.

(3) In unsubdivided property, the district boundary lines on the map shall be determined by use of the scale appearing on the map.

Section 9. Regulations applicable to areas under water.

All areas within the corporate limits of the town which are under water and not shown as included within any district shall be subject to all of the regulations of the district which immediately adjoins the water area. If the water area adjoins two or more districts, the boundaries of each district shall be construed to extend into the water area in a straight line until they meet the other district.

Section 10. Compliance with district regulations; requirements as to open spaces, etc.; buildings permitted upon one lot.

Except as hereinafter provided, no building shall be erected, converted, enlarged, reconstructed or structurally altered, nor shall any building or land be used which does not comply with all of the district regulations established by this ordinance for the district in which the building or land is located. The minimum yards and other open spaces, including the intensity of use provisions contained in this ordinance for each and every building existing at the time of passage of this ordinance, or for any building hereafter erected or structurally altered, shall not be encroached upon or considered as yard or open space requirements or intensity of use

requirements for any other building. Every building hereafter erected or structurally altered shall be located on a lot, and in no case shall there be more than one main building and the customary accessory buildings on one lot.

Section 11. The regulations set forth in this ordinance or set forth elsewhere in this ordinance when referred to in this ordinance, are the district regulations in the "A" - Single Family Dwelling District regulations.

A) Use regulations.

The building or premises shall be used only for the following purposes: 1-Single family dwellings; 2-Guest houses; 3-Municipally owned or operated parks and playgrounds; 4-Churches; 5-Public or private schools; 6-Home occupations; 7-Accessory buildings other than garage apartments and uses customarily incident to the above uses not involving conduct of a business. No garage apartment shall be constructed or used for dwelling purposes in this district.

B) Height regulations.

No building shall exceed two and one-half stories or thirty-five feet in height.

C) Area regulations. FRONT YARD:

(a) Lots having an area of 2500 square feet or less shall have a front yard of not less than 10 feet, a side yard of not less than 5 feet and a rear yard of not less than 10 feet, and the dwelling and accessory buildings to be built on such lot shall not cover more than 40% of the area of such lot.

(b) Lots having an area of more than 2500 square feet and not more than 3500 square feet shall have a front yard of 15 feet, a side yard of 5 feet and a rear yard of 10 feet, and the dwellings and accessory buildings to be constructed thereon shall not exceed more than 40% of the area of the lot.

(c) Lots having an area of more than 3500 square feet and not more than 5000 square feet shall have a front yard of 20 feet, a side yard of 5 feet, and a rear yard of 15 feet, and the dwellings and accessory buildings to be constructed thereon shall not exceed more than 40% of the area of the lot.

(d) Lots having an area of more than 5000 square feet shall have

a front yard of not less than 20 feet and a rear yard of not less than 20 feet and a side yard of not less than 7 feet, and the dwellings and accessory buildings to be constructed thereon shall not exceed more than 40% of the area of the lot.

(e) Every lot shall have an area of not less than 3500 square feet except that if a lot has less area than herein required and the plat thereof was of record at the time of the passing of this ordinance, such lot may be used for a single family dwelling in conformity with the other provisions of this section.

(f) Where more than 40% of the frontage on one side of a street between two intersecting streets is improved with buildings that have observed a front yard line having a variation in depth of not more than 10 feet, then no dwelling shall project beyond the average front yard line so established. This regulation shall not be interpreted to require a front yard of more than 50 feet nor in any case to allow a front yard of less than the front yard lines hereinbefore set out.

~~(g) - Where lots have a double frontage, the required front yard shall be provided on both streets.~~

Section 12. The regulations set forth in this ordinance or set forth elsewhere in this ordinance when referred to in this ordinance, are the district regulations in the "B" - Two Family Dwelling District regulations.

A) Use regulations. A building or premises shall be used only for the following purposes: 1-Any use permitted in "A" - Single Family Dwelling Districts; 2- Two Family Dwelling Districts; 3- Rooming and boarding houses; 4- Accessory buildings and uses customarily incident to any of the above uses and located on the same lot and not involving the conduct of ~~the a~~ business.

B) Height regulations. Height regulations are the same as those in the "A" - Single Family Dwelling District.

C) Area Regulations.

(a) The regulations for front yard, side yard and rear yard applying to "A" - Single Family Dwelling District shall apply to "B" - Two Family Dwelling District.

(b) A lot on which there is erected a single family dwelling shall comply with all of the area regulations provided for "A" - Single Family

Dwelling District.

(c) A lot on which there is erected a two family dwelling shall contain an area of not less than 1500 hundred square feet per family.

Section 13. The regulations set forth in this ordinance or set forth elsewhere in this ordinance when referred to in this ordinance, are the district regulations in the "C" - Multiple Dwelling District regulations.

A) Use regulations.

A building or premises shall be used only for the following purposes:

- (1) Any use permitted in the "g" - <sup>Two</sup> ~~Single~~ Family Dwelling District;
- (2) Multiple dwellings; (3) Institution of the usual religious, education or philanthropic nature; (4) Hospitals, restoriums or clinic, excepting animal hospitals and clinics, provided however, that any such structures shall have a minimum side yard of not less than 20 feet; (5) Hotels in which business may be carried on and conducted for the sole convenience of the occupants of the building, provided however, that there shall be no entrance to such place of business except from the inside of the hotel building; (6) Private clubs, fraternities, sororities and lodges excepting those the chief activity of which is a service customarily carried on as a business; (7) Accessory building customarily incident to any of the above uses including storage garage where the lot is occupied by a multiple dwelling, hotel, hospital or institutional building. If a storage garage is not a part of the main building, it shall be located not less than 60 feet from the front line, not less than 5 feet from the side line, and not less than 5 feet from any side street line.

(a) Where a lot is occupied by a multiple dwelling, there shall be provided accessible parking space on the lot, either garage or surfaced area adequate to accommodate one car for every two dwelling units provided in the main building.

B) Height regulations.

No building shall exceed three stories or 45 feet in height at the required front, side and rear yard lines, except that one foot may be added to the height of the building for each one foot that the building or a portion thereof is set back from the required yard lines.

C) Area Regulations.

- 1) There shall be a front yard having a depth of not less than

15 feet;

2) There shall be a side yard of not less than 5 feet;

3) There shall be a rear yard of not less than 15 feet;

4) A lot on which there is erected a multiple dwelling shall contain an area of not less than 500 square feet per family, except that this regulation shall not apply to hotels where no cooking is done in individual rooms or apartments. A lot on which there is erected a single family dwelling shall comply with the area regulations provided for "A" Single Family Dwelling District.

Section 14. The regulations set forth in this ordinance or set forth elsewhere in this ordinance and referred to in this ordinance are the district regulations in the "D" - Business District regulations:

A) Use regulations.

A building or premises shall be used only for the following purposes:

- (1) Any use permitted in the "C" - Multiple Dwelling District;
- (2) Bakeries; (3) Banks; (4) Barber shops or beauty parlors; (5) dyeing and cleaning works or shops for the collection and distribution of garments for dyeing and cleaning establishments; (6) Garages; (7) Filling stations; (8) Offices; (9) Restaurants; (10) Sales or show rooms, stores or shops for the conduct of a retail business, including community service, laundries, studios, theatres, undertaking establishments, machine shops, milk distributive stations other than retail business conducted on the premises;
- (11) bottling works; (12) Woodworking and cabinets; (13) Accessory buildings and uses customarily incident to the above uses, including a sign or a bulletin board having an area not greater than eight per cent of the area of the front of the store for a one-story building and not greater than five per cent of the area of the front of the store for a two-story building; provided however, that all advertising signs shall be attached to the building and shall not project beyond the building for a distance of more than twelve inches. No illuminated sign shall be placed on the side of a building that is within three hundred feet of and facing a dwelling; provided, the said three hundred foot distance shall not extend past a platted street or alley. Not more than one sign shall be placed on the front or side of a building. Any building used primarily for any of the above enumerated purposes may have not more than forty per cent of the floor area devoted to

storage purposes incidental to such primary use.

B) Height regulations.

No building shall exceed two and one-half stories or thirty-five feet in height, except that one foot may be added to the height of the building for each one foot the building or a portion thereof is set back from the required yard lines.

C) Area regulations.

1- Front yard:

(a) No front yard shall be required unless twenty-five per cent or more of the frontage on one side of the street between two intersecting streets is improved with buildings that have observed a front yard line having a variation in depth of not more than ten feet in which case no building shall project beyond the average front yard so established. This regulation shall not be interpreted to require a front yard of more than twenty-five feet.

(b) Where a lot is located at the intersection of two or more streets, the front yard requirements of Subdivision "a" of this paragraph shall apply to each street-side of the corner lot.

2- Side yard:

No side yard shall be required except that there shall be a ten foot side yard on one side of all buildings built in "D" - Business District for business purposes to give access to the rear of said building, provided, however, that such side yard shall not be required where the building built for business purposes is on a corner lot, so that access to the rear of said building may be had from the side street and provided further that when two buildings are built for business purposes in a business district on adjoining lots, the owners of such adjoining lots may provide by private agreement between themselves that said ten-foot side yard shall be obtained by each of said owners, giving an easement for access to the rear of said buildings over five feet of each of said adjoining lots.

3- Rear yard:

There shall be a rear yard of ten feet except that where a lot abuts upon a dwelling district, there shall be a rear yard of not less than fifteen feet.

4- Dwelling purposes:

If any lot is used for dwelling purposes, it shall comply with the area regulations provided for the type of dwelling for which it is us

5- Where a lot located in the business zone is immediately adjacent to a dwelling zone, any building built thereon shall comply with the front yard requirements for the dwelling zone to which it is adjacent and to the side yard requirements on the side adjacent to the dwelling zone.

Section 15. The regulations set forth in this section of this ordinance or set forth elsewhere in this ordinance and referred to in this ordinance are the district regulations of "E" - Trailer Park District.

A) Use regulations.

Buildings or premises shall be used only for the following purposes:

(1) Trailer parks or motels; (2) Any use permitted under "A" - Single Family Dwelling District; (3) Any use permitted under "B" - Two Family Dwelling District; (4) Any use permitted under "C" - Multiple Dwelling District.

B) Area regulations.

1- FRONT YARD: A front yard of 18 feet shall be required.

2- SIDE YARD: There shall be a side yard of not less than 50 feet.

3- REAR YARD: There shall be a rear yard of not less than 50 feet.

4- Where any dwelling is erected in an area zoned for trailer parks, the area and height regulations provided for such building shall be complied with.

C) Parking:

The owner of any premises used for a trailer park or motel shall provide one off-street parking space for one car for each cottage, tent or house-car accommodation.

D) Business district adjoining trailer park.

Where any property constituting a part of a business district immediately adjoins a trailer park district and such land is owned by the person or persons owning said trailer park, such land may be used for the purposes set out in this section; provided, however, that the area regulations provided for the trailer park district shall be complied with.

Section 16. All lands shown on the "district map" which are not designated as any particular district shall be subject to all the regulations and restrictions of "A" - Single Family Dwelling District until such areas are subdivided and the plat thereof recorded in the office of the Clerk of the Circuit Court of Pinellas County, Florida, and the designation thereof approved by the Town Council by amendment to this ordinance.

Section 17. No building of any kind shall be built in any residential

zone nearer than 30 feet to the mean high-water mark of any of the waters within or adjacent to the town limits; provided, however, that where a lot has a depth of less than 100 feet between the street line and the mean high-water mark, then the building shall be built not nearer to the mean high-water mark than a distance equal to 30% of the depth of such lot; and in no case nearer than 20 feet to the mean high-water mark.

Section 18. Where lots have a double frontage, the required front yard shall be provided on both streets; provided, however, that where in any block there are not more than two lots having a frontage on the same street between two intersecting streets and the building to be built on such lot or lots shall face the narrower dimension of such lot, then only a required side yard for such building shall be provided on the side adjoining the street. In the event such building shall face the long dimension of such lot, then the required front yard shall be provided on both streets.

Section 19. (a) An accessory building which is not part of the main building may occupy not more than 40 per cent of the required rear yard; provided, however, this provision shall not apply to "C" - Multiple Dwelling District, in which district the entire rear yard area may be used in complying with the parking space provisions of Section 13 of this ordinance.

(b) In the "A" - Single Family Dwelling District, an accessory building may contain servants' quarters including sleeping and bathroom facilities, but shall not include any cooking facilities and no cooking or other preparation of food shall be allowed in any such accessory building.

(c) Every part of a required yard shall be open to the sky unobstructed except for accessory buildings in the rear yard and except for the ordinary projections - skylights, sills, belt ~~connects~~<sup>courses</sup>, cornices and ornamental features projecting not to exceed 12 inches. This requirement shall not prevent construction of fences along the boundary of the lot, which fences shall not exceed 6 feet in height, except on that portion of lots within 30 feet of the intersection of two or more streets or between the front lot line and the main structure, in which instance the fence shall not exceed 3 feet in height.

Section 20. Board of Adjustment.

A) Establishment.

The Mayor, with the advice and approval of the Town Council, shall appoint a board of adjustment, which board of adjustment shall consist of

five members, all of whom shall be freeholders residing in the Town. The members of the board of adjustment shall be appointed for a term of three years and shall be removable for cause by the Town Council upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

B) The board shall adopt rules in accordance with the provisions of this ordinance. Meetings of the board shall be held at the call of the chairman and at such times as the board may determine. The chairman, or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public and the board shall keep minutes of its proceedings showing the vote of each member upon each question or, if absent or failing to vote, indicate such fact, and it shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

#### Section 21.

A) Appeals to the board of adjustment may be taken by any person aggrieved or by any officer or bureau of the town affected by any decision of any administrative officer of the town. Such appeals shall be taken within a reasonable time, as provided by the rules of the board, by filing with the officer from whom the appeal is taken and with the board of adjustment a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the board all the papers constituting the record upon which the action appealed from was taken.

B) An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board of adjustment after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In such case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board of adjustment or by a court of record on application, on notice to the officer from whom the appeal is taken and on due cause shown.

C) The board of adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person or by agent or by attorney.

Section 22. The board of adjustment shall have the following powers and it shall be its duty (1) To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an administrative official in the enforcement of this ordinance; (2) To permit the extension of a district where the boundary line of a district divides a lot held in single ownership at the time of the passage of this ordinance; (3) To interpret the provisions of this ordinance in such a way as to carry out the intent and purpose of the zoning plan as shown upon the map fixing the several districts and made a part of this ordinance where the street lay-out actually on the ground varies from the street lay-out as shown by the map aforesaid; (4) To authorize, upon appeal in specific cases, such variance from the terms of this ordinance as will not be contrary to the public interests, where, owing to special conditions, a literal enforcement of the provisions of this ordinance will result in unnecessary hardship and so that the spirit of this ordinance shall be observed and substantial justice done.

In exercising the above mentioned powers, such board may, in conformity with this ordinance, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance, or to effect any variation in this ordinance.

PASSED on first reading the 15th day of July, 1947.

PASSED on second reading the 12th day of August, 1947.

PASSED on third and final reading the 26 day of August, 1947.

ATTEST:

Richard Maduro  
TOWN CLERK

Robert F. McElroy  
PRESIDENT TOWN COUNCIL

APPROVED this 26 day of Aug., 1947.

Harold J. Regan  
MAYOR