BOARD OF COMMISSIONERS
REGULAR WORKSHOP MEETING
AGENDA

Wednesday, May 27, 2026 at 4:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708

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. ROLL CALL

3. PUBLIC COMMENT

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

4. PRESENTATIONS

A. Fire Department Presentation: Donation Proceeds - 5th Annual Legends Never Die 5K

B. Fire Department Presentation: Recognition of A-shift Crews

5. BOARD OF COMMISSIONERS

A. Samples of Recognition and Appreciation Forms to include an explanation as to why the person was chosen to receive recognition

B. Discuss changing Municipal Elections from March to November (Information available by Meeting Date)

6. CITY MANAGER

A. Hearing Officers - Grievance Hearings

7. COMMUNITY DEVELOPMENT

A. Ordinance 2026-04, Zoning – Establishing Division 6 – Low Density Vacation Rental

B. Ordinance 2026-06, John's Pass Village Hotel Vacation of Right-of-Way Request – Portion of Fisherman's Alley

C. Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning

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

8. MARINA

A. Approval of RFP 26-05 Bid Award to Speeler Companies for Marina Seawall Replacement and Tom & Kitty Stuart Park Seawall Improvements

9. PUBLIC WORKS

A. Amendment to Pinellas County Interlocal Agreement to share cost with FDEP for NPDES MS4 Permit

B. 2025 Ford F550 4X4 Dump Truck Purchase

C. 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

10. RESPOND TO PUBLIC COMMENTS/QUESTIONS

11. 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.

MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Mike Helfrich, City Manager

FROM: Clint Belk, Fire Chief

DATE: May 27, 2026

RE: Presentation of Donation Proceeds – 5th Annual Legends Never Die 5K

Background

On April 12, 2026, the Madeira Beach Fire Department proudly hosted its 5th Annual Legends Never Die 5K, an event dedicated to raising awareness for mental health and suicide prevention among first responders and military personnel, both active duty and veterans.

MBFD hosted our first run in 2021 with just 75 participants. This April it has grown into a powerful community event, with 567 runners and walkers. The continued growth of the event reflects the strong support from sponsors, local businesses, volunteers, and participants who have united behind this meaningful cause.

Proceeds from the event benefit The Franciscan Center and its Operation Restore program. Since 2013, Operation Restore has provided critical support and healing opportunities for hundreds of first responders, military personnel, veterans, spouses, and family members facing the impacts of trauma, stress, and mental health challenges right here in the Tampa Bay Area.

On behalf of the department, and with sincere appreciation for everyone who contributed through sponsorships, participation, donations, and volunteer efforts, the Madeira Beach Fire Department is honored to present The Franciscan Center with a check in the amount of $20,100.

Fiscal Impact

Donation in the amount of $20,100 generated from proceeds of the 5th Annual Legends Never Die 5K to be issued to The Franciscan Center.

Recommendation

NA

Attachment(s): N/A

MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Mike Helfrich, City Manager

FROM: Clint Belk, Fire Chief

DATE: May 27, 2026

RE: Recognition of A-shift Crews

Background

On April 27, 2026, Madeira Beach Fire Rescue Truck 25 and Medic 25 crews responded to a residence for a reported childbirth.

Upon arrival, crews located the patient on the fourth floor of the residence in active labor, with delivery progressing rapidly. Personnel immediately initiated patient care and coordinated with responding to Sunstar EMS units. Additional ALS resources were requested to assist with the incident.

As a result of the quick actions and professionalism of all responding personnel, a healthy baby boy was successfully delivered on scene without complications. Following the delivery, the newborn and mom were transported to the hospital.

Due to the rarity of this occurrence, I would like to recognize the A-Shift crew. In acknowledgment of their efforts during the successful on-scene delivery, and for demonstrating dedication, teamwork, and a high level of patient care throughout this unique emergency response, the responding firefighters will be presented with the Stork Pin. The Stork Pin is a special recognition within the fire and EMS service that honors personnel who assist in bringing new life into the world while serving their community.

Lt. George Hill
D/E Jamie McGaughey
FF Nick Lucas
FF Mario Barbara
FF Kyle Watts

Fiscal Impact

N/A

Recommendation

N/A

City of Doral, Florida

Keys to the City, Proclamations and Certificates - City of Doral

City of Clearwater

Request a City of Clearwater Proclamation - City of Clearwater

City of Pensacola

Form Center • Request a Proclamation

City of Port St. Lucie

Proclamation and Special Recognition Request Form - PSL Online Services

City of Tampa

Proclamation Request - Mayor's Office, City of Tampa, FL.

City of North Port

proclamation-certificate-and-key-to-the-city-request-form.pdf

City of Hallandale Beach

Proclamation-Certificate-and-Key-to-the-City-Request-Form-REVISED

City of West Melbourne

Form Center • Application for Proclamation

CITY OF DORAL

KEY TO THE CITY, PROCLAMATION AND CERTIFICATES REQUEST FORM

OFFICE OF THE MAYOR

Request for: ☐ **Key to the City** ☐ **Proclamation** ☐ **Certificate**

The Key to the City is an honor bestowed on and approved only by the Mayor, upon esteemed residents, visitors, and others whom the Mayor wishes to honor. A key to the City is strictly honorary.

Proclamations are ceremonial documents issued and approved by the Mayor that recognize, celebrate, and honor extraordinary achievements. They may include but are not limited to the citizens of the City of Doral; residents of Miami-Dade County; certain organization's occasions of importance and significance; days that are noteworthy or historically significant; and special events.

Certificates of Recognition and/or Achievement which are inclusive of any other similar type of recognition, are honorary documents which can be requested by Councilmembers to be approved or denied only by the current Mayor, and that may be used to honor special events or individuals. These may include but are not limited to the citizens and businesses of the City of Doral, as well as certain organizations' occasions of importance and significance to the City of Doral.

Date of Request: _____

Name of Requestor: _____

Organization: _____

Address: _____

Phone: _____

E-Mail: _____

Name of Individual / Organization to be honored:

Address of Individual to be honored *(if applicable):*

Title for Proclamation *(if applicable):*

Date to be Proclaimed *(if applicable):*

Revised 06/03/2025

CITY OF DORAL

KEY TO THE CITY, PROCLAMATION AND CERTIFICATES REQUEST FORM

OFFICE OF THE MAYOR

Certificate Type:

☐ **Congratulatory** ☐ **Anniversary**

Reason for Recognition: *Please provide 4-6 "whereas clauses" as draft text for a Proclamation, or justification for certificate as you would like it to appear. Use a separate attachment if needed.*

Background Information: *Please provide detailed background information explaining the reason for the recognition for the individual or group, such as specific contributions to the Doral community, achievements in public service, accomplishments, accolades, leadership in local initiatives, volunteer efforts, or any other impactful actions that have positively influenced the community or brought distinction to the City of Doral. Use a separate attachment if needed.*

Revised 06/03/2025

CITY OF DORAL

KEY TO THE CITY, PROCLAMATION AND CERTIFICATES REQUEST FORM

OFFICE OF THE MAYOR

Date, Time and Location of Recognition *(must be provided)*:

Document is to be:

- **Presented at Council Meeting (5:00 p.m. Protocol): _____*(date)***
- **Picked up by: _____**
- **Mailed to: _____**

Note: Submission of a request for a Key to the City, Proclamation or Certificate does not guarantee issuance.

A minimum of five (5) business days is requested for processing, but may be waived by the Mayor's office.

City Council Proclamations

This form is intended to be used for the solicitation of proclamations for Clearwater's City Council. The City of Clearwater will consider issuing proclamations from all segments of the community without regard to gender, race, ethnicity, or handicap. Proclamations will not be issued to individuals, companies, "for profit" organizations, profit making agencies, political organizations or religious organizations, except for significant anniversary events of 50 years or 100 years.

I. General Information

Organization or City Department? *

- ◯ Organization
- ◯ City Department

II. Proclamation Information

Presentation Method *

Please select how you would like your organization's proclamation to be acknowledged.

- ☐ City Council Meeting
- ☐ Event
- ☐ Mailed Copy
- ☐ Email

Would you like to upload a copy or your draft proclamation or copy & paste the contents? *

- ◯ Upload a document
- ◯ Copy & Paste

III. Contact Information

Contact Email *

Phone Number *

+1

Send me a copy of my responses

Submit

Privacy Policy Report Abuse

This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.

Pensacola

Form Center

By signing in or creating an account, some fields will auto-populate with your information.

Request a Proclamation

Sign in to Save Progress

* indicates a required field

If requesting a Courtesy Letter or Letter of Recognition, please click the following link:

Courtesy Letter or Letter of Recognition

Are you requesting a proclamation for an organization, a person, or an event?*

◯ Organization ◯ Person ◯ Event

Organization/Person/Event to be Recognized*

Date/time proclamation is needed by*

mm/dd/yyyy hh:mm am/pm

Requests should be made no less than 30 days prior to your deadline.

Reason for Recognition*

How can I help you today?

Requestor Information

Name*

Organization

E-mail Address*

Phone Number*

Mailing Address*

Please provide your mailing address information

City*

State*

Zip Code*

Please Note:

The Office of the Mayor reserves the right to decline any request for proclamations at the Mayor's discretion.

All records, forms and communications submitted to the City of Pensacola pertaining to official business will be subject to disclosure under the Florida Public Records Law, unless they are defined by the law as exempt or confidential.

☑ Receive an email copy of this form.

Email address

This field is not part of the form submission.

Submit **Submit and Print**

How can I help you today?

Government Websites by CivicPlus®

Proclamation & Special Recognition Request Form

Please complete the form below to request a Proclamation, Special Recognition, or Letter from Mayor Martin and the City of Port St. Lucie.

How to Submit a Request?

- All fields must be completed and a draft proclamation or letter must be provided.
- Requests need to be submitted at least 3 weeks before it is needed to allow adequate time for your request to be considered and prepared.
- Mayor Martin and the City of Port St. Lucie reserves the right to modify or deny any request.
- If a proclamation or letter has been issued in the past, a new request still needs to be requested each year.

What type of recognition works for me?

- A proclamation is an official document issued by Mayor Shannon M. Martin to commemorate a specific time period (day, week, month) for the purpose of raising awareness, celebrating a milestone, or recognizing an event.
- A certificate is an official document recognizing a person for a special occasion, birthday, anniversary, or achievement.
- A recognition letter is a letter from Mayor Martin to recognize a person, business or organization for their contribution(s) to Port St. Lucie.
- A welcome letter is a letter from Mayor Martin to welcome a business or organization into Port St. Lucie.

Type of Recognition Requested

- ○ Proclamation
- ○ Certificate of Appreciation/Recognition
- ○ Recognition Letter
- ○ Welcome Letter

Name of Requester

Name of Organization(if not applicable, type n/a)

Email

Phone Number

Address

To be received via

- ○ City Council Meeting
- ○ Function/Event (special request)
- ○ Mail to me via address provided
- ○ Send to me via email provided
- ○ Pick up in Person at City Hall

Date to be received in above way you selected

Title of who will be receiving (if not applicable, type n/a)

Representing (organization/group) (if not applicable, type n/a)

Other Recipients (if not applicable, type n/a)

Draft Proclamation/Letter

Choose Files No file chosen

I'm not a robot reCAPTCHA

Submit

2024© City of Port St. Lucie Information Technology

Submit

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Proclamation Request

Please note that all proclamations must be submitted at least 4 weeks before the requested date of the proclamation.

Check your eligibility - Only the businesses, organizations, and events listed below can be recognized:

- Businesses located in Tampa
- Organizations in Tampa – EIN (Employer Identification Number) required
- Events in Tampa or organization with a Tampa Chapter or connection

Proclamations may be issued for

- Events that raise public awareness about important issues or causes impacting Tampa residents
- Cultural celebrations
- Business Anniversaries (25 years and up)
- Community organization anniversaries (15 years and up)

* - Mandatory fields

Proclamation Name *

Date of Proclamation *

mm/dd/yyyy

Due Date *

mm/dd/yyyy

Purpose *

Display Site / Event Information *

Proclamation Draft *

Please put line spacing between paragraphs.

Additional Literature

Please put line spacing between paragraphs.

Where will the proclamation be displayed?*

Organization Information *

Additional Information

Website Links *

Requested By *

Request Organization *

EIN

Is this a local organization? *

Select

Contact Name *

Contact Phone*

Contact Email *

Street *

City *

State *

Select

Zip *

Receiving Option*

Select

CITY OF NORTH PORT

PROCLAMATION, CERTIFICATE AND KEY TO THE CITY REQUEST FORM

OFFICE OF THE CITY CLERK

Request for: Certificate ☐ Proclamation ☐ Key ☐ *(check one)*

- *Certificates are inclusive of any type of recognition that may be used to honor special events or individuals. These may include but are not limited to: conferences; conventions; seminars; professional celebrations; retirements; family reunions; community celebrations; award ceremonies; college graduations; significant birthdays; anniversaries; business openings; distinguished visitors and/or other achievements.*

- *Proclamations are an official public announcement or declaration to formally recognize and/or draw awareness to an issue that impacts the City of North Port on a specific day, week, or month. These may include but are not limited to: the citizens of the City of North Port; certain organizations' occasions of importance and significance; days that are noteworthy or historically significant; and/or special events. Proclamations will not be issued for matters of political controversy; ideological or religious beliefs or individual conviction; campaigns or events contrary to City policies espousing hatred, violence, or racism. Proclamations are strictly honorary, are issued as a courtesy, are not legally binding and do not constitute an endorsement by the City of North Port.*

- *The Key to the City is an honor bestowed upon esteemed residents, visitors, and others whom the City wishes to honor, symbolizing outstanding civic contributions of the recipients. A key to the City is strictly honorary.*

Date of Request: _____

Name of Requestor: _____

Organization: _____

Address:

_____

Phone / E-Mail:

_____

Name of Individual / Organization to be honored:

_____

Title for Proclamation or Certificate:

_____

CITY OF NORTH PORT

PROCLAMATION, CERTIFICATE AND KEY TO THE CITY REQUEST FORM

OFFICE OF THE CITY CLERK

Reason for Recognition *(Please attach 4 – 6 "whereas clauses" as draft text for a Proclamation):*

_____

_____

_____

Date and Time of Recognition: _____

Document is to be:

- **Presented at a Commission Meeting** _____ ***(month / year)***
- **Presented at the following event** _____

  (Please provide event information)
- **Picked up by** _____ **on** _____ ***(date)***
- **Mailed to** _____

  _____

Note: Submission of a request for a Proclamation, Certificate or Key to the City does not guarantee issuance.

Administrative Use Only

Approved: Yes☐ No☐ If no, state reason: _____

Approved Date: _____

Date Submitted for Signature: _____

Date Issued: _____

Completed by: _____

City of Hallandale Beach
Proclamation, Certificate and Key to the City
Request Form

Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

Request for *(check one)*: **Proclamation** ☐ **Certificate** ☐ **Key** ☐

Date of Request: _____ **Time of Request:** _____

Name of Requestor: _____

Organization: _____

Address: _____

_____

Phone: _____ **E-Mail:** _____

Name of Individual / Organization to be honored:

_____

Title for Proclamation or Certificate:

_____

Reason for Recognition:
(Please attach 5 "Whereas Clauses" and background information as a draft text for a Proclamation)

_____

Requested Date of Recognition: _____

Document is to be: *(please check one and provide details)*

☐ **Presented at a City Commission Meeting in** _____ *(month/day/year)*

☐ **Presented at the following event:** _____
(please provide event information)

☐ **Pick-up by:** _____ **on:** _____ *(date)*

☐ **Mail to:** _____

_____

City of Hallandale Beach
Proclamation, Certificate and Key to the City
Request Form

Note: Submission of a request for a Proclamation, Certificate or Key to the City does not guarantee issuance.

- *Proclamations, certificates of recognition, or appreciation and recognition of persons or organizations at Commission meetings may be requested by a Mayor or Commissioner and shall be placed on the agenda if the City Clerk determines that the request is not in direct conflict with any City policy.*
- *All keys to the City shall be requested through the City Commission and once approved, placed on the next available agenda, or the designated agenda.*
- *A Key to the City may be presented to any person who has performed an action or service beneficial to the City. When a Key to the City is given out, it is to be announced for public knowledge at the next Commission meeting under the Commission Communication portion of the agenda. A list of persons receiving a Key to the City shall be maintained by the City Clerk's Office.*
- *All requests MUST be submitted thirty (30) days before subject meeting/date of event recognition.*

(Pursuant to Chapter 2, Article II, City Commission)

***** Please return completed Request Form via email to CityClerkDL@hallandalebeachfl.gov or by mail/drop off in person at the City Clerk's Office, Hallandale Beach City Hall 400 S. Federal Highway, Hallandale Beach, FL 33009**

Administrative Use Only

Approved: Yes ☐ No ☐ Not Applicable ☐

If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____

Form Center

By signing in or creating an account, some fields will auto-populate with your information.

Application for Proclamation **Sign in to Save Progress**

APPLICATION FOR PROCLAMATION

Please complete the form and submit to the City Clerk. If you have draft language, please include as an attachment below.

For further information, feel free to contact the City Clerk at 321-837-7774

Date(s) of Proclamation:

Date Needed By:

Name of requestor & organization:

Requestor's complete address:

Requestor's Phone Number

Requestor's Email:

Proclaiming a:

◯ Day ◯ Week ◯ Month

Reissue Request from Previous Year(s)?

◯ Yes ◯ No

Date

mm/dd/yyyy

Draft language included?

◯ Yes ◯ No

If yes, upload here:

Choose File No file chosen

Please briefly describe your group, organization, or cause:

Please briefly describe the purpose(s) you would like a proclamation to serve, or the message that you would like to convey:

☑ Receive an email copy of this form.

Email address

This field is not part of the form submission.

Submit **Submit and Print**

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MEMORANDUM

Date: February 3, 2026
To: Mayor, Vice-Mayor, and Commissioners
From: Megan Powers, Assistant to the City Manager
Subject: Hearing Officers for Post - Grievance Hearings

Background

In accordance with the City's adopted personnel policy (Ordinance 2025-01), employees, other than those designated as part-time, temporary, probationary, or at-will, have the right to seek review of disciplinary terminations in accordance with Section 2-130 of Ordinance 2025-03 established in the City's Code of Ordinances and in the new personnel policy.

The Board of Commissioners adopted Ordinance 2025-03 on April 2, 2025, establishing procedures for post-termination hearings following meetings with the Civil Service Commission and a joint workshop meeting between the Civil Service Commission and the Board of Commissioners.

Under this approach, the neutral hearing officer would preside over grievance hearings and issue findings or recommendations as required. The City would be represented in grievance hearings by the City Attorney or the City Attorney's designee. Contracting with a neutral third party would enhance the integrity of the grievance process and ensure compliance with due process requirements.

Recommendation:

City Attorney Tom Trask has negotiated with two hearing officers for selection by the Board of Commissioners. In accordance with Ordinance 2025-03, the Board of Commissioners can contractually appoint one or more hearing officers to serve as the City's hearing officers. If the Board chooses to appoint only one of the two hearing officers, City staff recommends selecting Sacha Dyson due to the cost difference.

In accordance with Ordinance 2025-03, if multiple hearing officers have been secured, the City Clerk, serving as Hearing Officer as set forth in Ordinance 2025-03, will endeavor to assign cases on a rotational basis so that, over time, all hearing officers obtain roughly equal opportunities to preside over appeals.

Sacha Dyson

- Hourly Rate: $300
- Contract Term: One-year term ending December 31, 2026
- Renewal: Automatically renews unless either party provides at least 30 days' notice prior to expiration
- Current Practice: Busch, Graziano, Rice & Hearing, P.A.
    - https://www.bgrhlaw.com/attorney/sacha-dyson/

Michelle Nadeau

- Hourly Rate: $495
- Contract Term: One-year term ending December 31, 2026
- Renewal: Automatically renews unless either party provides at least 30 days' notice prior to expiration

- Current Practice: Kwall Barack Nadeau PLLC
    - https://www.employeerights.com/about-us/michelle-e-nadeau/#~205eaf4f-d9af-454b-bc47-1ee7a012504d

Attachments

- Ordinance 2025-03, Post Termination Hearings
- Sacha Dyson – Agreement for Hearing Officer Services
- Sacha Dyson - Executed No Coercion of Labor Affidavit & Foreign Countries of Concern Affidavit
- Michelle Nadeau – Agreement for Hearing Officer Services – Michelle Nadeau
- Michelle Nadeau - Executed No Coercion of Labor Affidavit & Foreign Countries of Concern Affidavit

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 5 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, § 5.7(C) of the City Charter provides that the Madeira Beach Civil Service Commission is responsible for the preparation of the City's personnel rules, and that once such proposed rules are concurred with by the City Manager, the same shall be proposed to the Board of Commissioners for consideration, and who may by ordinance adopt them with or without amendment; and

WHEREAS, the Board of Commissioners and the Civil Service Commission conducted a joint meeting on October 25, 2023, at which time the Board of Commissioners provided policy direction related to how termination appeals should be conducted and the limited appeal rights of at will employees; and

WHEREAS, the Board of Commissioners, having received the recommendation of its Civil Service Commission and the City Manager, and upon having received relevant advice from the City Attorney's Office, and after having conducted a public hearing allowing citizens to provide input, finds that it is in the best interests of the City to adopt a provision for post termination hearings, the limited appeal rights of at will employees, and the appointment and related duties of a hearing officer.

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

Section 1. Division 5 (Post Termination Hearings; Hearing Officer) of Article III (Boards, Committees, Commissions) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach is hereby created to read as follows:

DIVISION 5. – POST TERMINATION HEARINGS; HEARING OFFICER

Sec. 2-130. – Right to seek review of terminations for cause.

(a) As further provided for in the city's adopted personnel policies, employees, other than those designated as part-time, temporary, probationary, or at-will, shall have the right to seek review of disciplinary terminations in accordance with this article and the personnel policies.

(b) City employment positions designated as serving at the will of the city manager may be terminated for any or no reason and are therefore not entitled to seek review of termination from city employment. However, to afford at-will employees an opportunity to succeed under a new city manager, a newly-appointed city manager may not terminate any at-will employee for no reason prior to six months from the date the new city manager assumes her or his position. If a newly-appointed city manager terminates an at-will employee during the first six months of her or his tenure as city manager, the city manager must find, in writing, that the at-will employee committed serious misconduct or was significantly incompetent in the performance of her or his duties.

(c) Notwithstanding the foregoing, nothing in this section shall preclude any employee from pursuing any claims related to the termination of her or his employment, as may be provided for in state or federal law.

Sec. 2-131. – Hearing officer to be appointed.

(a) There shall be one or more hearing officers contractually appointed by the board of commissioners to provide hearing officer services under this division. Hearing officers shall possess the experience and qualifications necessary to preside over quasi-judicial proceedings and to understand and rule upon questions of for cause public employment termination cases. As a supplement or alternative to locally-contracted hearing officers, the board of commissioners may also contract with the state division of administrative hearings (where allowed by statute) to provide hearing officer services. The city manager shall not participate in any manner in the establishment of credentials for hearing officers, screening hearing officer candidates, or removing hearing officers from service.

(b) The city attorney shall assist the board of commissioners in identifying qualified hearing officers and in developing appropriate services contracts with such persons under such terms and conditions as the board of commissioners agrees to approve.

(c) Hearing officers shall conduct their hearings in a professional and neutral manner. With respect to issues of alleged conflicts and motions for recusal, hearing officers shall be governed by the same standards as the state's judicial officers.

Sec. 2-132. – Termination appeals to be heard by hearing officer; scope of review.

(a) A hearing officer appointed pursuant to this division shall hear appeals of disciplinary terminations. Where multiple hearing officers have been secured, the city clerk shall endeavor to assign cases on a rotational basis so that, on average and over time, all hearing officers obtain roughly the same opportunities to preside over appeals.

(b) The hearing officer may, based upon the findings of fact and conclusion of law as to the just cause question, recommend reinstatement, reinstatement but with some lesser form of discipline, or may recommend that the termination be upheld.

(c) The jurisdiction of the hearing officer shall be confined to the question of whether, based on the facts and evidence introduced at the hearing, an appealing city employee was

terminated for just cause. The hearing officer does not have jurisdiction to rule upon alleged violations of state or federal law, alleged violations of the state or federal constitution, or to base a ruling on common law theories founded in contract or equity. Employees wishing to raise such issues may do so through the filing of an action in a court of competent jurisdiction.

(d) The hearing officer shall transmit her or his order to the city clerk, who shall promptly and simultaneously transmit a copy to the appealing employee, the city manager, and the city attorney. Where possible, such transmittals shall be by email attachment.

Sec. 2-133. – Conduct of the hearing.

(a) The hearing officer shall have the power to administer oaths, issue subpoenas, compel the production of books, papers and other documents, to rule upon pre-hearing motions, to control the hearing room, and to receive evidence.

(b) The hearing officer shall conduct the hearing in accordance with the hearing officer's procedure manual promulgated by the city attorney.

(c) The employee may represent her or himself or may be represented by a licensed attorney. To ensure compliance with Florida Statutes § 454.23 (providing that it is a felony for a person not an attorney to practice law), and to ensure the city is not a party to facilitating the unauthorized practice of law, the employee may not be represented by any person not a licensed attorney.

(d) While the employee is the appellant in the proceeding, the city manager shall have the burden of proof as to the question of whether there was factual and legal just cause for the termination.

(e) Either party (the city or the appellant) is entitled but not required to secure the services of a court reporter to make a record of the proceedings. If an appeal of the hearing officer's order to the civil service commission is requested, either party is entitled to request that the civil service commission not schedule its hearing until a transcript of the testimony has been obtained from the court reporter and filed with the city clerk as part of the record. The party ordering the transcript will be obligated to pay for the transcript.

Sec. 2-134. – Review by civil service commission.

(a) An employee who had invoked the right to present an appeal to the hearing officer may, within ten (10) business days of the date of the hearing officer's order being transmitted to the employee by the city clerk, seek a review of the order by the civil service commission. Such review shall be as provided for in this article.

(b) If an employee fails to appeal a disciplinary termination to the hearing officer, or to then further appeal to the civil service commission, then the employee shall be deemed to have waived the right to assert that she or he was not terminated for just cause.

(c) The city manager has the right to seek a review of a hearing officer's order by the civil service commission. The city manager must submit her or his review request to the civil service commission's clerk within ten (10) business days of the date of the hearing officer's order being transmitted to the city manager by the city clerk.

(d) The civil service commission's disposition of an appeal under this section shall be by a written order incorporating the hearing officer's findings of fact and making appropriate conclusions with respect to the question of just cause. In its order the civil service commission may reject or modify the conclusions of law and interpretations of administrative rules contained in the proposed order of the hearing officer, but may not reject or modify the findings of fact unless the civil service commission determines from a review of the complete record and states with particularity that the findings of fact were not based upon competent substantial evidence, or that the proceedings upon which the findings were based did not comply with the essential requirements of law. The language of this subsection shall not be construed to grant or otherwise permit the civil service commission to reopen any evidentiary hearing or to commence taking or retaking any evidence or testimony.

(e) The written order may be adopted at the civil service commission's hearing or may be drafted and signed by the chair subsequent to the hearing. A copy of the civil service commission's order shall promptly and simultaneously be transmitted by the city clerk to the appealing employee, the city manager, the city attorney, and the board of commissioners. Where possible, such transmittals shall be by email attachment.

(f) Once the city manager receives a copy of the hearing officer's order which has not further been appealed to the civil service commission, or once the city manager receives a copy of an order of the civil service commission, the city manager shall proceed in the manner set forth in the city's personnel policies. The civil service commission's order shall be considered a final quasi-judicial order for all appellate purposes.

Sec. 2-135. – Authority to enter alternative agreements.

(a) The city manager shall have the authority to enter last chance agreements with employees in lieu of termination, under such terms and conditions as the city manager may determine are in the city's best interest. Such agreements shall be developed with the assistance of the city attorney and shall provide, at a minimum, that an employee's violation of its terms and conditions shall result in immediate termination and a waiver of any right to appeal under this division.

(b) The city manager shall have the authority to enter voluntarily separation agreements with employees under such terms and conditions as the city manager may determine are in the city's best interest. Such agreements shall be developed with the assistance of the city attorney and shall provide, at a minimum, for the payment of some additional consideration to the separating employee and for a waiver in favor of the city and its officers of all employment-related claims.

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

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

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

Section 5. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. This Ordinance shall take effect on April 2nd 2025.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS 2nd day of April, 2025.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: March 12, 2025

PUBLISHED: March 19, 2025

PASSED ON SECOND READING: April 2, 2025

28889

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes 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 ORDS 2025-01,02, 03, 09, 10, 11, & 12 was published in said newspaper by print in the issues of 03/19/25 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 _____

Sworn to and subscribed before me this 03/19/2025

Signature of Notary of Public

Personally known X or produced identification.

Type of identification produced _____

Notary Public State of Florida
Deirdre A Bonett
My Commission HH 601171
Expires 1/4/2029

LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

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

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-01, Ordinance 2025-02, Ordinance 2025-03, Ordinance 2025-09, Ordinance 2025-10, Ordinance 2025-11, and Ordinance 2025-12 on Wednesday, April 2, 2025, at 6:00 p.m. The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The titles of said Ordinances are as follows:

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; REPEALING ORDINANCE 2019-13; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 OF ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES RELATING TO THE CIVIL SERVICE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADDING DIVISION 5 (POST TERMINATION HEARINGS; HEARING OFFICER) TO ARTICLE III OF CHAPTER 2 OF THE MADEIRA BEACH CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF CHAPTER 110 (ZONING) OF ARTICLE V. (DISTRICTS) DIVISION 1 (GENERALLY) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; RENAMING THE C-1 ZONING DISTRICT TO JOHN'S PASS VILLAGE ACTIVITY CENTER; REMOVING C-2, JOHN'S PASS MARINE COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 4 (ACCESSORY STRUCTURES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO RENAME THE C-1 TOURIST COMMERCIAL ZONES TO INCLUDE JOHN'S PASS VILLAGE ACTIVITY CENTER; ADD SETBACKS FOR EACH CHARACTER DISTRICT OF JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING; AND REMOVE REFERENCES TO THE C-2 ZONING DISTRICT, PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE VI. (SUPPLEMENTARY DISTRICT REGULATIONS), DIVISION 6. (ALCOHOLIC BEVERAGES) OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT REGULATIONS; PROVIDING FOR PLANNED DEVELOPMENT ZONING DISTRICT REGULATIONS, REMOVING REFERENCES TO C-2, JOHN'S PASS MARINE COMMERCIAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR THE MODIFICATION OF HOURLY RATES AND ROOMS AVAILABLE FOR RENT WITHIN THE RECREATION CENTER AND CITY HALL AND REWORD THE REFERENCE TO SALES TAX COLLECTED THEREFOR, REPEALING ORDINANCE 2023-06; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. Copies of the proposed Ordinances are available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-01, 2025-02, 2025-03 and 2025-12, please contact City Manager Robin Gomez at 727-580-8014 or email rgomez@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinances 2025-09, 2025-10 and 2025-11, please contact Community Development Director Jenny Rowan at 727-804-0178 or email jrowan@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: https://madeirabeach-fl.municodemeetings.com/

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

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-9951 Ext. 231 or 232 or email a written request to cityclerk@madeirabeachfl.gov.

AGREEMENT FOR HEARING OFFICER SERVICES

THIS AGREEMENT is made and entered into on the ____day of January, 2025 (the "Effective Date"), by and between the City of Madeira Beach, a Florida municipal corporation, with and address of 300 Municipal Drive, Madeira Beach, FL 33708 (the "City") and Sacha Dyson, with an address of 100 S. Ashley Drive, Suite 1400, Tampa, FL 33602-5302 (the "Contractor"), collectively referred to as the Parties, as follows:

WHEREAS, the City of Madeira Beach Code of Ordinances provides for certain personnel matters to be heard before a Hearing Officer; and

WHEREAS, the City periodically procures, on a non-exclusive basis, the contractual services of qualified attorneys to serve as Hearing Officers in order to ensure the City has a sufficient number of Hearing Officers to provide such services where recusals or availability may require alternative assignment of personnel matters; and

WHEREAS, the City's Board of Commissioners has reviewed the qualifications of the Contractor to serve as Hearing Officer and finds the Contractor to be qualified; and

WHEREAS, the City's Board of Commissioners finds that it is in the City's best interests to enter this Agreement with the Contractor to provide Hearing Officer services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Scope of Services.**

Contractor shall provide to the City the following Hearing Officer services as the City may require, and under the following conditions:

- The Contractor shall conduct hearings as provided for in the City's Personnel Policy, Rules and Procedures Manual, and the City Code related to personnel matters.

- When providing Hearing Officer services, the Contractor will be acting as a City official performing a municipal police power function. Therefore, in the execution of her duties, the Contractor shall at all times observe all applicable laws, including compliance with Florida's Sunshine Law, the Public Records Law, and Florida's Ethics Code for Public Officers and Employees (Part II of Florida Statutes Chapter 112.

- In performing as Hearing Officer, the Contractor must also become familiar with, and comply with the Florida Code of Judicial Conduct, including the opinions which have been published related to that Code's applicability to Hearing Officers.

- The obligations of the Contractor expressly include the agreement of the Contractor (and, if applicable, the firm for which the Contractor works) not to undertake representation of

the City for any other matter during his term without the express prior approval of the City's Board of Commissioners, after having consulted with the City Attorney and after having reviewed the ethical considerations of such representation.

- The Contractor must have and maintain a sound and current understanding of the procedural and evidence rules (including relevant interpretive caselaw) associated with quasi-judicial hearings and for cause public employment termination cases.

- The Contractor shall serve at the pleasure of the City Board of Commissioners, and shall not be deemed an employee of the City.

- The City will not be responsible for the provision of clerical or administrative support for the Hearing Officer's legal research or drafting of orders or opinions. However, the City Manager may assign the City Clerk, or such other City agent, volunteer or employee as may be appropriate, to serve as the hearing clerk, who's responsibility it will be to receive or send correspondence related to a proceeding (including providing parties notices of hearing and transmitting final written opinions to parties), to transfer any pre-hearing pleadings, motions, correspondence or briefs to the Hearing Officer, and to maintain the official record of the proceedings (including the retention and maintenance of exhibits submitted by Parties).

- Hearings will be conducted at **City Hall, 300 Municipal Drive, Madeira Beach, FL 33708**, unless the City determines security or logistical considerations require an alternative location. The Hearing Officer will not be expected to provide hearing space.

- The scope of the Contractor's jurisdiction and authority shall be confined to the question whether, based on the facts and evidence introduced at the hearing, an appealing city employee was terminated for just cause. The Hearing Officer does not have jurisdiction to rule upon alleged violations of state or federal law, alleged violations of the state or federal constitution, or to base a ruling on common law theories founded in contract or equity.

- The Contractor will be expected to verbally rule upon motions and objections made during a hearing, to administer oaths to witnesses called by a party, issue subpoenas, compel the production of books, papers and other documents and to control her hearing room and the conduct of the proceedings according to the Judicial Cannons and City Code (including any resolutions or administrative rules of procedure adopted by the City relevant to the matter at issue).

- Final orders and opinions are to be made in writing, with said writing containing findings of fact and conclusions of law. Final orders and opinions shall be dated and electronically signed by the Contractor.

- Unless a different process is required by a given portion of City Code or state law, all final orders and opinions must by transmitted via email to the hearing clerk designated by the

City. The hearing clerk, not the Contractor, shall then transmit the final order or opinion to the parties in the manner prescribed by law.

- The Contractor will, when performing services for the City, be interacting with the City's employees and officials on a regular basis. The Contractor must, during all such interactions, dress in a professional manner befitting of her role, and must treat all such persons with professionalism and respect.

- The Contractor shall be entitled to communicate with the City Attorney for the purposes of gaining an understanding of the contents and organization of the City Code, the City's Personnel Policy, Rules and Procedure Manual appeals process, procedures and forms, and similar matters of general information. However, the Contractor shall not conduct *ex-parte* communications with the City Attorney or any City official with respect to a specific case, appeal, or other matter before her.

- Assignment of a matter to Contractor or any other contracted Hearing Officer shall be made by the City-appointed hearing clerk who will, once a new matter requiring a hearing arises, inform the selected Hearing Officer of the assignment and the identity of the party or parties, and shall provide a copy of the initial termination file (including the relevant citation and copies of such documents and correspondence as may exist up to the date of the assignment) so the Contractor may review the party identities and basic facts to review for conflicts. Upon assignment, the Hearing Officer shall review the matter to ensure she does not have any ethical conflicts such as would require recusal. However, conflict check materials shall not be considered to be in evidence at a hearing, and it will be up to the parties to present their witnesses and documentary evidence formally at the hearing. The Hearing Officer shall, once a matter is assigned, work with the assigned hearing clerk to schedule the hearing in a prompt manner.

- If Contractor determines prior to the hearing convening that recusal is required, she shall inform the hearing clerk in writing (including email) of the reason for the recusal or other inability to serve. If the Contractor convenes a hearing only to then determine that recusal is required, she shall recess the hearing and enter a formal order of recusal which the hearing clerk will transmit to the parties.

- The City intends to contract with more than one attorney/firm for Hearing Officer services so as to allow for matters to proceed in the event of a recusal, and so as to ensure redundancy of capacity for this service. To ensure a relatively equitable distribution of assignments, the hearing clerk will, when making assignments, use a rotational list which favors assignment to the Hearing Officer who has heard a matter the longest, and which places at the end of the list the Hearing Officer who has most recently heard a matter. While this process will be used to help ensure fair distribution of the work, nothing herein shall be intended to create a right of a Hearing Officer to receive any given assignment, nor of a party to have any given Hearing Officer assigned to her/his/its case.

2. Term, Extension.

A. The initial term of this Agreement shall be from the Effective Date through 11:59 p.m., December 31, 2026. The Parties agree that unless the City, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the initial term, this Agreement shall automatically renew on January 1st, 2027, for a renewal term through 11:59 p.m. of December 31, 2027. Thereafter, unless the City, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the renewal term, this Agreement shall automatically renew on January 1st, 2028. Thereafter, this Agreement may continue to automatically renew on the same annual dates unless notice is provided by the City in the manner set forth above.

B. Notwithstanding the foregoing, either Party may terminate this Agreement at any time during a term for any or no reason upon giving the non-terminating Party at least thirty (30) calendar days prior written notice. However, any such termination shall not relieve Contractor of the obligation to bring to conclusion any matter currently before her as Hearing Officer even if such conclusion extends past the termination date. Nor does any such termination relieve the City of its obligation to pay all properly submitted invoices for undisputed work performed by Contractor, including work performed to bring a matter to conclusion past the termination date.

C. The insurance and indemnification obligations set forth in this Agreement survive the expiration or termination thereof.

3. Payment

A. Pursuant to Florida Statutes §§ 218.73 and 218.74, Contractor shall be paid $300.00 per hour for all Hearing Officer services performed not more than forty-five (45) days after Contractor has submitted to the City a proper and undisputed invoice, which invoice shall be submitted only after the Contractor's required services have been completed.

B. Improper payment requests shall be addressed by the City as provided for in Florida Statutes § 218.76, and any disputes with respect to payment of an invoice shall be determined as provided for in that statute and any associated City procurement codes or procedures applicable to resolution of vendor payment disputes.

4. Amendments.

This Agreement may only be amended by a written Amendment executed by both Parties.

5. Severability.

In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion may be severed, and such invalidity or unenforceability shall not affect the validity or enforceability of any other provision or portion of the Agreement.

6. Miscellaneous Terms.

A. **Qualifications**. Contractor represents and warrants to the City that she is lawfully entitled to provide the services required herein under the laws of the State of Florida and will continue to meet throughout the term(s) of this Agreement all of the qualifications required by the City, including status as a current Florida licensed attorney in good standing. Contractor must immediately inform the City Manager and City Attorney in the event she has any required license (including Florida Bar membership in good standing) suspended or revoked, or is disciplined by The Florida Bar, the state bar of a foreign state, or any other governmental regulatory agency.

B. **Attorney Fees**. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any fees incurred on appeal, regardless of the resolution of the case or appeal(s).

C. **Immigration Compliance: E-Verify**. Contractor and/or Contractor's law firm acknowledges that she/it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq*., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's law firm's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor and/or Contractor's law firm 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 Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor (unless Contractor employs no one else) and/or Contractor's law firm shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that she and/or Contractor's law firm has registered with and uses the E-Verify system (or that it is not an employer). If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which she 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 contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

D. **Indemnification, Preservation of Immunity**. Contractor's law firm and City hereby agree to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable

attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. 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.

E. **No Third-Party Beneficiary**. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit, and no person or entity not a Party to this Agreement is intended to have standing to file any court action seeking the enforcement or interpretation thereof.

F. **Jurisdiction, Venue, Applicable Law**. In the event of any litigation between the Parties with respect to the interpretation or enforcement of this Agreement, same shall be conducted, if in state court, in the appropriate circuit or county court in and for Pinellas County, Florida, and if in federal court, in the United States District Court for the Middle District of Florida, Tampa Division. In any such litigation, the substantive and procedural laws of the State of Florida shall be applied.

G. **Public Records**. In accordance with Florida Statutes § 119.0701, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the requesting 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 this chapter or as otherwise provided 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 contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All 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 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF MADEIRA BEACH, CITY CLERK'S OFFICE, AT:

TELEPHONE: 727.391.9951
EMAIL: cvanblargan@madeirabeachfl.gov
ADDRESS: 300 Municipal Drive, Madeira Beach, FL 33708

H. **Assignment and Subcontracting**. The City has selected Contractor for her stated skills, resources, abilities and unique experience, as represented to the City by Contractor. Contractor has represented to the City that she has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the City. In the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform the services required under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the City Board of Commissioners. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the City pursuant to the provisions of this Agreement, or obligate City to make any payments other than payments due to Contractor as outlined in this Agreement. While requests to subcontract are strongly discouraged and unlikely to be granted, in the event the City grants such permission, Contractor is obligated to ensure any such subcontractor's contract expressly incorporates the terms and conditions of this Agreement and acknowledges the City as an intended third-party beneficiary thereof.

I. **Notices**. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor: **As to City**:

Sacha Dyson
Bush, Graziano, Rice and Hearing, P.A.
100 S. Ashley Drive, Suite 1400
Tampa, FL 33602-5302

Madeira Beach City Clerk
300 Municipal Drive
Madeira Beach, FL 33708

IN WITNESS WHEREOF, the Parties have set their hands and seals on the Effective Date.

City of Madeira Beach

By:_____
Anne-Marie Brooks, Mayor

Contractor

By:_____
Sacha Dyson

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

NO COERCION OF LABOR AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Sacha Dyson, who, after being duly sworn, deposes and states that he/she is an adult person, over the age of 18, competent to testify as to the following matters to which he/she has personal knowledge:

1. My name is Sacha Dyson.

2. I am currently a partner of Bush, Graziano, Rice & Hearing, P.A..

3. In that capacity, I am authorized to make this attestation.

4. Pursuant to the requirement of Florida Statutes § 787.06(13), my company attests, under penalty of perjury, that it does not use coercion, as defined in Florida Statutes § 787.06(2)(a), for labor or services.

FURTHER AFFIANT SAYETH NOT:

Sacha Dyson

The foregoing instrument was attested to before me this 29th day of January, 2026, by Sacha Dyson, who is [X] personally known to me or [__] who has produced _____ as identification, and who did take an oath under penalty of perjury, and who appeared before me at the time of notarization.

seal:

ANNA ROBBINS
Notary Public - State of Florida
Commission # HH 714434
My Comm. Expires Aug 25, 2029
Bonded through National Notary Assn.

Sign:
Print: Anna Robbins
Notary Public-State of Florida
Commission No: HH 714434
Commission Expires: 8/25/29

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Sacha Dyson, who, after being duly sworn, deposes and states that he/she is an adult person, over the age of 18, competent to testify as to the following matters to which he/she has personal knowledge:

1. My name is Sacha Dyson.

2. I am currently a partner of Bush, Graziano, Rice & Hearing, P.A.

3. In that capacity, I am authorized to make this attestation.

4. Pursuant to the requirement of Florida Statutes § 287.138(2), my company attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2) (a)-(c).

FURTHER AFFIANT SAYETH NOT:

Sacha Dyson

The foregoing instrument was attested to before me this 29th day of January, 2026, by Sacha Dyson, who is [X] personally known to me or [ ] who has produced _____ as identification, and who did take an oath under penalty of perjury, and who appeared before me at the time of notarization.

seal:

ANNA ROBBINS
Notary Public - State of Florida
Commission # HH 714434
My Comm. Expires Aug 25, 2029
Bonded through National Notary Assn.

Sign: _____
Print: Anna Robbins
Notary Public-State of Florida
Commission No: HH 714434
Commission Expires: 8/25/29

AGREEMENT FOR HEARING OFFICER SERVICES

THIS AGREEMENT is made and entered into on the 16th day of January, 2025 (the "Effective Date"), by and between the City of Madeira Beach, a Florida municipal corporation, with and address of 300 Municipal Drive, Madeira Beach, FL 33708 (the "City") and Michelle Erin Nadeau, with an address of 304 S. Belcher Road, Suite C, Clearwater, FL 33765-3900 (the "Contractor"), collectively referred to as the Parties, as follows:

WHEREAS, the City of Madeira Beach Code of Ordinances provides for certain personnel matters to be heard before a Hearing Officer; and

WHEREAS, the City periodically procures, on a non-exclusive basis, the contractual services of qualified attorneys to serve as Hearing Officers in order to ensure the City has a sufficient number of Hearing Officers to provide such services where recusals or availability may require alternative assignment of personnel matters; and

WHEREAS, the City's Board of Commissioners has reviewed the qualifications of the Contractor to serve as Hearing Officer and finds the Contractor to be qualified; and

WHEREAS, the City's Board of Commissioners finds that it is in the City's best interests to enter this Agreement with the Contractor to provide Hearing Officer services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Scope of Services.**

Contractor shall provide to the City the following Hearing Officer services as the City may require, and under the following conditions:

- The Contractor shall conduct hearings as provided for in the City's Personnel Policy, Rules and Procedures Manual, and the City Code related to personnel matters.

- When providing Hearing Officer services, the Contractor will be acting as a City official performing a municipal police power function. Therefore, in the execution of her duties, the Contractor shall at all times observe all applicable laws, including compliance with Florida's Sunshine Law, the Public Records Law, and Florida's Ethics Code for Public Officers and Employees (Part II of Florida Statutes Chapter 112.

- In performing as Hearing Officer, the Contractor must also become familiar with, and comply with the Florida Code of Judicial Conduct, including the opinions which have been published related to that Code's applicability to Hearing Officers.

- The obligations of the Contractor expressly include the agreement of the Contractor (and, if applicable, the firm for which the Contractor works) not to undertake representation of

the City for any other matter during his term without the express prior approval of the City's Board of Commissioners, after having consulted with the City Attorney and after having reviewed the ethical considerations of such representation.

- The Contractor must have and maintain a sound and current understanding of the procedural and evidence rules (including relevant interpretive caselaw) associated with quasi-judicial hearings and for cause public employment termination cases.

- The Contractor shall serve at the pleasure of the City Board of Commissioners, and shall not be deemed an employee of the City.

- The City will not be responsible for the provision of clerical or administrative support for the Hearing Officer's legal research or drafting of orders or opinions. However, the City Manager may assign the City Clerk, or such other City agent, volunteer or employee as may be appropriate, to serve as the hearing clerk, who's responsibility it will be to receive or send correspondence related to a proceeding (including providing parties notices of hearing and transmitting final written opinions to parties), to transfer any pre-hearing pleadings, motions, correspondence or briefs to the Hearing Officer, and to maintain the official record of the proceedings (including the retention and maintenance of exhibits submitted by Parties).

- Hearings will be conducted at **City Hall, 300 Municipal Drive, Madeira Beach, FL 33708**, unless the City determines security or logistical considerations require an alternative location. The Hearing Officer will not be expected to provide hearing space.

- The scope of the Contractor's jurisdiction and authority shall be confined to the question whether, based on the facts and evidence introduced at the hearing, an appealing city employee was terminated for just cause. The Hearing Officer does not have jurisdiction to rule upon alleged violations of state or federal law, alleged violations of the state or federal constitution, or to base a ruling on common law theories founded in contract or equity.

- The Contractor will be expected to verbally rule upon motions and objections made during a hearing, to administer oaths to witnesses called by a party, issue subpoenas, compel the production of books, papers and other documents and to control her hearing room and the conduct of the proceedings according to the Judicial Cannons and City Code (including any resolutions or administrative rules of procedure adopted by the City relevant to the matter at issue).

- Final orders and opinions are to be made in writing, with said writing containing findings of fact and conclusions of law. Final orders and opinions shall be dated and electronically signed by the Contractor.

- Unless a different process is required by a given portion of City Code or state law, all final orders and opinions must by transmitted via email to the hearing clerk designated by the

City. The hearing clerk, not the Contractor, shall then transmit the final order or opinion to the parties in the manner prescribed by law.

- The Contractor will, when performing services for the City, be interacting with the City's employees and officials on a regular basis. The Contractor must, during all such interactions, dress in a professional manner befitting of her role, and must treat all such persons with professionalism and respect.

- The Contractor shall be entitled to communicate with the City Attorney for the purposes of gaining an understanding of the contents and organization of the City Code, the City's Personnel Policy, Rules and Procedure Manual appeals process, procedures and forms, and similar matters of general information. However, the Contractor shall not conduct *ex-parte* communications with the City Attorney or any City official with respect to a specific case, appeal, or other matter before her.

- Assignment of a matter to Contractor or any other contracted Hearing Officer shall be made by the City-appointed hearing clerk who will, once a new matter requiring a hearing arises, inform the selected Hearing Officer of the assignment and the identity of the party or parties, and shall provide a copy of the initial termination file (including the relevant citation and copies of such documents and correspondence as may exist up to the date of the assignment) so the Contractor may review the party identities and basic facts to review for conflicts. Upon assignment, the Hearing Officer shall review the matter to ensure she does not have any ethical conflicts such as would require recusal. However, conflict check materials shall not be considered to be in evidence at a hearing, and it will be up to the parties to present their witnesses and documentary evidence formally at the hearing. The Hearing Officer shall, once a matter is assigned, work with the assigned hearing clerk to schedule the hearing in a prompt manner.

- If Contractor determines prior to the hearing convening that recusal is required, she shall inform the hearing clerk in writing (including email) of the reason for the recusal or other inability to serve. If the Contractor convenes a hearing only to then determine that recusal is required, she shall recess the hearing and enter a formal order of recusal which the hearing clerk will transmit to the parties.

- The City intends to contract with more than one attorney/firm for Hearing Officer services so as to allow for matters to proceed in the event of a recusal, and so as to ensure redundancy of capacity for this service. To ensure a relatively equitable distribution of assignments, the hearing clerk will, when making assignments, use a rotational list which favors assignment to the Hearing Officer who has heard a matter the longest, and which places at the end of the list the Hearing Officer who has most recently heard a matter. While this process will be used to help ensure fair distribution of the work, nothing herein shall be intended to create a right of a Hearing Officer to receive any given assignment, nor of a party to have any given Hearing Officer assigned to her/his/its case.

2. Term, Extension.

A. The initial term of this Agreement shall be from the Effective Date through 11:59 p.m., December 31, 2026. The Parties agree that unless the City, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the initial term, this Agreement shall automatically renew on January 1st, 2027, for a renewal term through 11:59 p.m. of December 31, 2027. Thereafter, unless the City, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the renewal term, this Agreement shall automatically renew on January 1st, 2028. Thereafter, this Agreement may continue to automatically renew on the same annual dates unless notice is provided by the City in the manner set forth above.

B. Notwithstanding the foregoing, either Party may terminate this Agreement at any time during a term for any or no reason upon giving the non-terminating Party at least thirty (30) calendar days prior written notice. However, any such termination shall not relieve Contractor of the obligation to bring to conclusion any matter currently before her as Hearing Officer even if such conclusion extends past the termination date. Nor does any such termination relieve the City of its obligation to pay all properly submitted invoices for undisputed work performed by Contractor, including work performed to bring a matter to conclusion past the termination date.

C. The insurance and indemnification obligations set forth in this Agreement survive the expiration or termination thereof.

3. Payment

A. Pursuant to Florida Statutes §§ 218.73 and 218.74, Contractor shall be paid $495.00 per hour for all Hearing Officer services performed not more than forty-five (45) days after Contractor has submitted to the City a proper and undisputed invoice, which invoice shall be submitted only after the Contractor's required services have been completed.

B. Improper payment requests shall be addressed by the City as provided for in Florida Statutes § 218.76, and any disputes with respect to payment of an invoice shall be determined as provided for in that statute and any associated City procurement codes or procedures applicable to resolution of vendor payment disputes.

4. Amendments.

This Agreement may only be amended by a written Amendment executed by both Parties.

5. Severability.

In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion may be severed, and such invalidity or unenforceability shall not affect the validity or enforceability of any other provision or portion of the Agreement.

6. Miscellaneous Terms.

A. **Qualifications**. Contractor represents and warrants to the City that she is lawfully entitled to provide the services required herein under the laws of the State of Florida and will continue to meet throughout the term(s) of this Agreement all of the qualifications required by the City, including status as a current Florida licensed attorney in good standing. Contractor must immediately inform the City Manager and City Attorney in the event she has any required license (including Florida Bar membership in good standing) suspended or revoked, or is disciplined by The Florida Bar, the state bar of a foreign state, or any other governmental regulatory agency.

B. **Attorney Fees**. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any fees incurred on appeal, regardless of the resolution of the case or appeal(s).

C. **Immigration Compliance: E-Verify**. Contractor acknowledges that she is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq*., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor (unless Contractor employs no one else) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system (or that it is not an employer). If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which he 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 contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

D. **Indemnification, Preservation of Immunity**. Each Party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the

indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. 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.

E. **No Third-Party Beneficiary**. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit, and no person or entity not a Party to this Agreement is intended to have standing to file any court action seeking the enforcement or interpretation thereof.

F. **Jurisdiction, Venue, Applicable Law**. In the event of any litigation between the Parties with respect to the interpretation or enforcement of this Agreement, same shall be conducted, if in state court, in the appropriate circuit or county court in and for Pinellas County, Florida, and if in federal court, in the United States District Court for the Middle District of Florida, Tampa Division. In any such litigation, the substantive and procedural laws of the State of Florida shall be applied.

G. **Public Records**. In accordance with Florida Statutes § 119.0701, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the requesting 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 this chapter or as otherwise provided 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 contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon

completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All 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 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF MADEIRA BEACH, CITY CLERK'S OFFICE, AT:

TELEPHONE: 727.391.9951
EMAIL: cvanblargan@madeirabeachfl.gov
ADDRESS: 300 Municipal Drive, Madeira Beach, FL 33708

H. **Assignment and Subcontracting**. The City has selected Contractor for her stated skills, resources, abilities and unique experience, as represented to the City by Contractor. Contractor has represented to the City that she has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the City. In the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform the services required under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the City Board of Commissioners. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the City pursuant to the provisions of this Agreement, or obligate City to make any payments other than payments due to Contractor as outlined in this Agreement. While requests to subcontract are strongly discouraged and unlikely to be granted, in the event the City grants such permission, Contractor is obligated to ensure any such subcontractor's contract expressly incorporates the terms and conditions of this Agreement and acknowledges the City as an intended third-party beneficiary thereof.

I. **Notices**. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Michelle Erin Nadeau
Kwall, Barack Nadeau, PLLC
304 S. Belcher Road, Suite C

As to City:

Madeira Beach City Clerk
300 Municipal Drive
Madeira Beach, FL 33708

Clearwater, FL 33765-3900

IN WITNESS WHEREOF, the Parties have set their hands and seals on the Effective Date.

City of Madeira Beach

By:_____
Anne-Marie Brooks, Mayor

Contractor

By:_____
Michelle Erin Nadeau

STATE OF FLORIDA
COUNTY OF PINELLAS

NO COERCION OF LABOR AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Michelle Nadeau, who, after being duly sworn, deposes and states that he/she is an adult person, over the age of 18, competent to testify as to the following matters to which he/she has personal knowledge:

1. My name is _Michelle Nadeau_____.

2. I am currently a _Member_____ of _Kwall Barack Nadeau PLLC_____.

3. In that capacity, I am authorized to make this attestation.

4. Pursuant to the requirement of Florida Statutes § 787.06(13), my company attests, under penalty of perjury, that it does not use coercion, as defined in Florida Statutes § 787.06(2)(a), for labor or services.

FURTHER AFFIANT SAYETH NOT:

The foregoing instrument was attested to before me this 28th day of January, 2026, by Michelle Nadeau, who is [✓] personally known to me or [ ] who has produced _____ as identification, and who did take an oath under penalty of perjury, and who appeared before me at the time of notarization.

Sign: Cynthia Paonessa
Print: Cynthia Paonessa
Notary Public-State of Florida
Commission No: HH657680
Commission Expires: June 26, 2029

seal:

CYNTHIA PAONESSA
Commission # HH 657680
Expires June 26, 2029

STATE OF FLORIDA
COUNTY OF PINELLAS

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Michelle Nadeau, who, after being duly sworn, deposes and states that he/she is an adult person, over the age of 18, competent to testify as to the following matters to which he/she has personal knowledge:

1. My name is Michelle Nadeau.

2. I am currently a Member of Kwall Barack Nadeau PLLC.

3. In that capacity, I am authorized to make this attestation.

4. Pursuant to the requirement of Florida Statutes § 287.138(2), my company attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2) (a)-(c).

FURTHER AFFIANT SAYETH NOT:

The foregoing instrument was attested to before me this 28th day of January, 2026, by Michelle Nadeau, who is [✓] personally known to me or [ ] who has produced _____ as identification, and who did take an oath under penalty of perjury, and who appeared before me at the time of notarization.

Sign: Cynthia Paonessa
Print: Cynthia Paonessa
Notary Public-State of Florida
Commission No: HH 657680
Commission Expires: June 26, 2029

seal:

CYNTHIA PAONESSA
Commission # HH 657680
Expires June 26, 2029

Memorandum
Meeting Details: Board of Commissioners Workshop Meeting, May 27, 2026
Prepared For: Board of Commissioners
From: Community Development Department
Subject: Ordinance 2026-04, Zoning - Establishing Division 6 - Low Density Vacation Rental

Discussion:

The proposed privately initiated land development regulation amendment would create a new zoning district to allow for nightly rentals in areas currently with the Residential Medium Future Land Use Category. City staff are concerned that this will lead to spot zoning in areas that are primarily residential.

Fiscal Impact or Other:

This proposed ordinance does not create a regulatory cost for businesses. City Staff would have to handle more rezoning applications which can take up staff time.

Recommendation(s):

City staff recommend denial of Ordinance 2026-04, Zoning – Establishing Division 6 Low Density Vacation Rental for the following reasons. City staff are concerned about the potential for spot zoning. Also, city staff are concerned about the potential change to the character of residential areas with the Residential Medium Future Land Use Category.

Attachments:

Ordinance 2026-04, Zoning – Establishing Division 6 – Low Density Vacation Rental
Ordinance 2026-04 Business Impact Estimate

ORDINANCE 2026-04

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.

WHEREAS, City has received an application to amend the current provisions of Article V (Districts) of Chapter 110 (Zoning) of the Land Development Regulations of the City of Madeira Beach to establish a Low Density Vacation Rental District (R-2R); and

WHEREAS, City staff objects to the applicant's proposed zoning district being added to the city's Land Development Regulations; and

WHEREAS, the applicant's request was presented to and reviewed by the Planning Commission at a public hearing; and

WHEREAS, the Planning Commission has recommended denial of the proposed change; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings and has found the request of the applicant, over the objections of city staff and the recommendation of denial by the Planning Commission, to be meritorious.

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

Section 1. That Section 110-151 (Establishment of Districts) of Division 1 (Generally) of Article V (Districts) of Chapter 110 (Zoning) of the City of Madeira Beach Land Development Regulations be amended and shall read as follows:

Sec. 110-151. - Establishment of districts.

For the purpose of protecting, promoting and improving the public health, safety, morals and general welfare of the community, the city is hereby divided into the following types of districts:

R-1	Single-Family Residential
R-2	Low Density Multifamily Residential
R-2R	Low Density Vacation Rental
R-3	Medium Density Multifamily Residential
C-1	John's Pass Village Activity Center
C-3	Retail Commercial
C-4	Marine Commercial
P-SP	Public-Semi Public
PD	Planned Development

Section 2. That Article V (Districts) of Chapter 110 (Zoning) Supplemental District Regulations) of the City of Madeira Beach Land Development Regulations be amended to create Division 6 (R-2R, Low Density Vacation Rental) and shall read as follows:

DIVISION 6. - R-2R, LOW DENSITY VACATION RENTAL

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

The R-2R, low density vacation rental district provides for low density vacation rental correlates with the residential medium (RM) category of the countywide plan and, which does allow for a variety of dwelling types.

Any use which is not specifically identified as a permitted use, accessory use or special exception use is a prohibited use.

Sec. 110-287. - Permitted uses.

The permitted uses in the R-2R, low density vacation rental district are as follows:

(1) Single-family.
(2) Duplex.
(3) Triplex.
(4) Nightly Vacation rental (stays of less than 3 months)
(5) Townhouse type construction.
(6) Public education facilities of the school board.

Sec. 110-288. - Accessory uses.

The accessory uses in the R-2R, low density vacation rental district are as follows:

(1) Home occupations.
(2) Private garages and carports.
(3) Private swimming pools.
(4) Residential signs.
(5) Residential docks.
(6) Essential services.
(7) Other accessory uses customarily incident to permitted or approved special exception uses.

Sec. 110-289. - Special exception uses.

Upon application for a special exception to the board of adjustment and favorable action thereon, the following uses may be permitted in the R-2R, low density vacation rental district:

(1) Churches, synagogues or other houses of worship.
(2) Publicly owned or operated parks or recreation areas.
(3) Private schools.
(4) Public service facilities.
(5) Cabanas used as bathhouses.

Sec. 110-290. - Minimum building site area requirements.

The minimum building site area requirements in the R-2R, low density vacation rental district are as follows:

(1) Lot size:
   a. Single-family: 4,000 square feet.
   b. Duplex and triplex: Minimum land area of 3,000 square feet per dwelling unit.
   c. Townhouses: Minimum land area of 12,000 square feet (3,000 square feet per dwelling unit). (See article VI, division 10, subdivisions II and III of this chapter.)
   d. Public service facilities: Shall not exceed a maximum area of three acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.

(2) Lot width:
   a. Single-family: 40 feet.
   b. Duplex: 60 feet.
   c. Triplex: 80 feet.
   d. Townhouses: 100 feet.

(3) Lot depth: 80 feet.

(4) The maximum density is 15 dwelling units per acre.

Sec. 110-291. - Setback requirements.

The following minimum setbacks shall apply in the R-2R, low density vacation rental district:

(1) Front yard: 20 feet.

(2) Rear yard: 25 feet.

(3) Side yard:
   a. Single-family lots less than 50 feet wide may reduce the total side setback to ten feet with a minimum of five feet on either side.
   b. Single-family and duplex lots, the total side setback shall be 15 feet with a minimum of seven feet on either side for lots equal to 50 feet and less than 80 feet wide.
   c. Single-family and duplex lots, the total side setback shall be 18 foot with a minimum of eight feet on either side for lots equal to 80 feet and less than 120 feet wide.
   d. Single-family and duplex lots 120 feet in width or greater, the total side setback shall be 25 foot with a minimum of 12 feet on either side.
   e. Triplex lots, the total side setback shall be 20 feet with a minimum of nine feet on either side.

f. Townhouses: A minimum of 15 feet between each row of townhouses and minimum of nine feet on each side property line.

(4) For only those dwelling units with the lowest habitable space elevated at or above the elevation designated on the flood insurance rate map (FIRM); exterior stairs, platforms for mechanical equipment, and chimneys shall be allowed to extend into the side-yard setback, but only to a depth of no more than one-half of the required setback. Such equipment shall be located in the middle one-third of the structure. All mechanical equipment must be appropriately shielded from public view with materials including, but not limited to, louvers, lattice and the like.

Sec. 110-292. - Maximum building height.

No structure in the R-2R, district shall exceed 30 feet in height measured from the designated base flood elevation on the flood insurance rate map (FIRM) plus required freeboard, to the eave line of the building; except as provided in the land development regulations.

In any case, the overall height of the building measured from the base flood elevation to the highest point shall not exceed 40 feet and the maximum roof pitch shall not exceed 6:12 pitch or 45 degrees.

Sec. 110-293. - Maximum lot coverage.

The maximum lot coverage in the R-2R, low density vacation rental district is as follows:

(1) Residential use: Floor area ratio (FAR) 0.80. The maximum area of a lot or parcel to be covered by structures shall be 40 percent of the total area except for townhouse dwelling units which shall be 50 percent of the total lot area.

(2) Public owned parks and recreation facilities: Floor area ratio (FAR) 0.25.

(3) Public service facilities:
a. Institutional: Floor area ratio (FAR) 0.50.
b. Transportation/utility: Floor area ratio (FAR) 0.50.

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

The impervious surface ratio (ISR) in the R-2R, low density vacation rental district for all uses is 0.70.

Sec. 110-295. - Special requirement.

Institutional, other than public educational facilities shall not exceed a maximum area of five acres. Transportation and/or utility uses shall not exceed a maximum area of three acres.

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

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

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

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

Section 7. 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: _____

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 2026-04

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.

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[1] 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;

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

☐ 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):
This ordinance would create a new zoning district to allow for nightly rentals in areas currently with the Residential Medium Future Land Use Category.

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.

City staff are concerned that this will lead to spot zoning in areas that are primarily residential.

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

This proposed ordinance does not create a regulatory cost for businesses.

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*).

This ordinance is privately initiated.

Memorandum

Meeting Details: Board of Commissioners Workshop Meeting May 27, 2026, 4:00 p.m.
Planning Commission – Local Planning Agency Meeting June 1, 2026, 6:00 p.m.

Prepared For: Board of Commissioners / Planning Commission- Local Planning Agency

From: Community Development Department

Subject: Ordinance 2026-06 Vacation of Right-of-Way Request – Portion of Fisherman's Alley

The Local Planning Agency will not take action on this item, this is for their information only in relation to review of the Planned Redevelopment rezoning and associated Development Agreement for 125 129th Avenue.

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.

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, parallelling 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:

Madeira 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.

Madeira 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.

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.
4. Prior to recording of the vacation ordinance, the privilege fee established in Sec. 112-95 of the City's Land Development Regulations shall be paid to the city.

Attachments:

Ordinance 2026-06 with Sketch and Legal
Application
Application Vacation Exhibit
Application Letters of no Objection

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 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.
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.

d. Prior to the recording of this Ordinance, the applicant shall pay the City the privilege fee as required by Sec. 112-95 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: _____

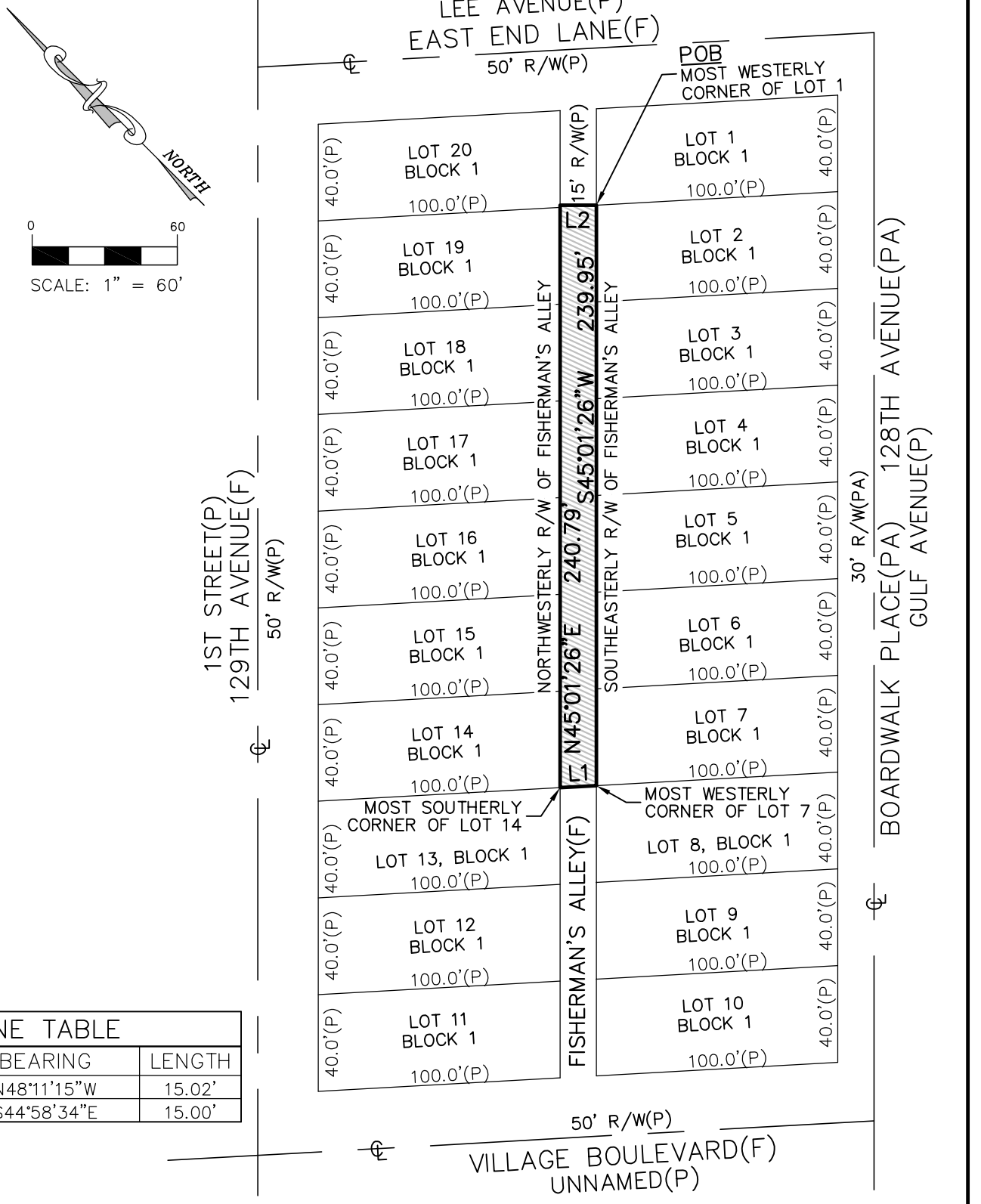
PUBLISHED: _____

PASSED ON SECOND READING: _____

Exhibit “A”

SKETCH–OF–LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL



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

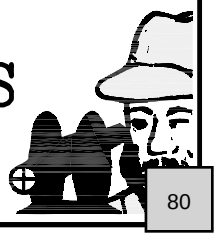
NAME AND ADDRESS OF THE PREPARER:

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
LB 7466



SKETCH–OF–LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL

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

THIS IS NOT A BOUNDARY SURVEY

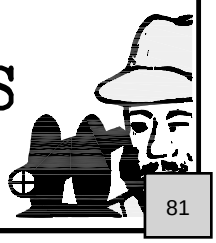
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PHONE: (727) 447–1763
LB 7466



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[1] 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;

[1] 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.

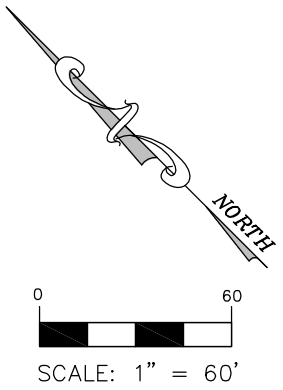
4. Additional information the governing body deems useful (if any):

[*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.

SKETCH–OF–LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL



LEE AVENUE(P)
EAST END LANE(F)
50' R/W(P)

POB
MOST WESTERLY CORNER OF LOT 1

LOT 20 BLOCK 1 100.0'(P)
LOT 19 BLOCK 1 100.0'(P)
LOT 18 BLOCK 1 100.0'(P)
LOT 17 BLOCK 1 100.0'(P)
LOT 16 BLOCK 1 100.0'(P)
LOT 15 BLOCK 1 100.0'(P)
LOT 14 BLOCK 1 100.0'(P)
LOT 13, BLOCK 1 100.0'(P)
LOT 12 BLOCK 1 100.0'(P)
LOT 11 BLOCK 1 100.0'(P)

40.0'(P)

15' R/W(P)

NORTHWESTERLY R/W OF FISHERMAN'S ALLEY

L2 S45°01'26"W 239.95'

L1 N45°01'26"E 240.79'

SOUTHEASTERLY R/W OF FISHERMAN'S ALLEY

LOT 1 BLOCK 1 100.0'(P)
LOT 2 BLOCK 1 100.0'(P)
LOT 3 BLOCK 1 100.0'(P)
LOT 4 BLOCK 1 100.0'(P)
LOT 5 BLOCK 1 100.0'(P)
LOT 6 BLOCK 1 100.0'(P)
LOT 7 BLOCK 1 100.0'(P)
LOT 8, BLOCK 1 100.0'(P)
LOT 9 BLOCK 1 100.0'(P)
LOT 10 BLOCK 1 100.0'(P)

MOST SOUTHERLY CORNER OF LOT 14
MOST WESTERLY CORNER OF LOT 7

1ST STREET(P)
129TH AVENUE(F)
50' R/W(P)

30' R/W(PA)
BOARDWALK PLACE(PA) 128TH AVENUE(PA)
GULF AVENUE(P)

FISHERMAN'S ALLEY(F)

50' R/W(P)
VILLAGE BOULEVARD(F)
UNNAMED(P)

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L2	S44°58'34"E	15.00'

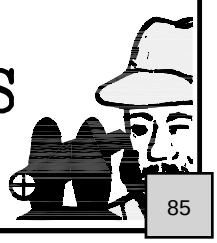
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NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW	
CHECKED BY: D.J.E.	
DATE: DECEMBER 2, 2025	
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GEODATA SYSTEMS INC. D/B/A
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1166 KAPP DRIVE
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LB 7466



SKETCH–OF–LEGAL

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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

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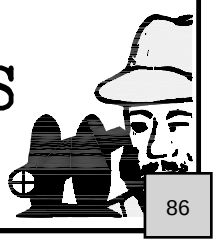
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LB 7466



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 129th 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

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

TECO/People's Gas
1909 9th Avenue North
St. Petersburg, FL 33713
Phone: (727) 826-3230

Spectrum
700 Carillon Parkway
Clearwater, FL 33757
Phone: (727) 328-2847
Construction Office: (727) 329-2817

City of Madeira Beach Public Works
Attn: Megan Wepfer
300 Municipal Drive
Madeira Beach, FL 33708
Phone: (727) 391-1611

Madeira Beach Fire Department
Attn: Fire Chief
300 Municipal Drive
Madeira Beach, FL 33708
Phone: (727) 391-9400

Duke Energy
12600 Walsingham Road
Largo, FL 33774
Phone: (727) 588-7431

Pinellas County Utilities
14 South Fort Harrison
St. Petersburg, FL 33716
Phone: (727) 464-3588

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

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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.

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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.

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

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.

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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.

Parcel Number(s): Project Parcels: 15-31-15-58320-001-0020; 0040; 0050; 0060; 0070; 0080; 0090; 0140; 0160; 0170; 0190; 0200; 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)

_____

_____

_____

_____

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)

_____

_____

_____

_____

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)

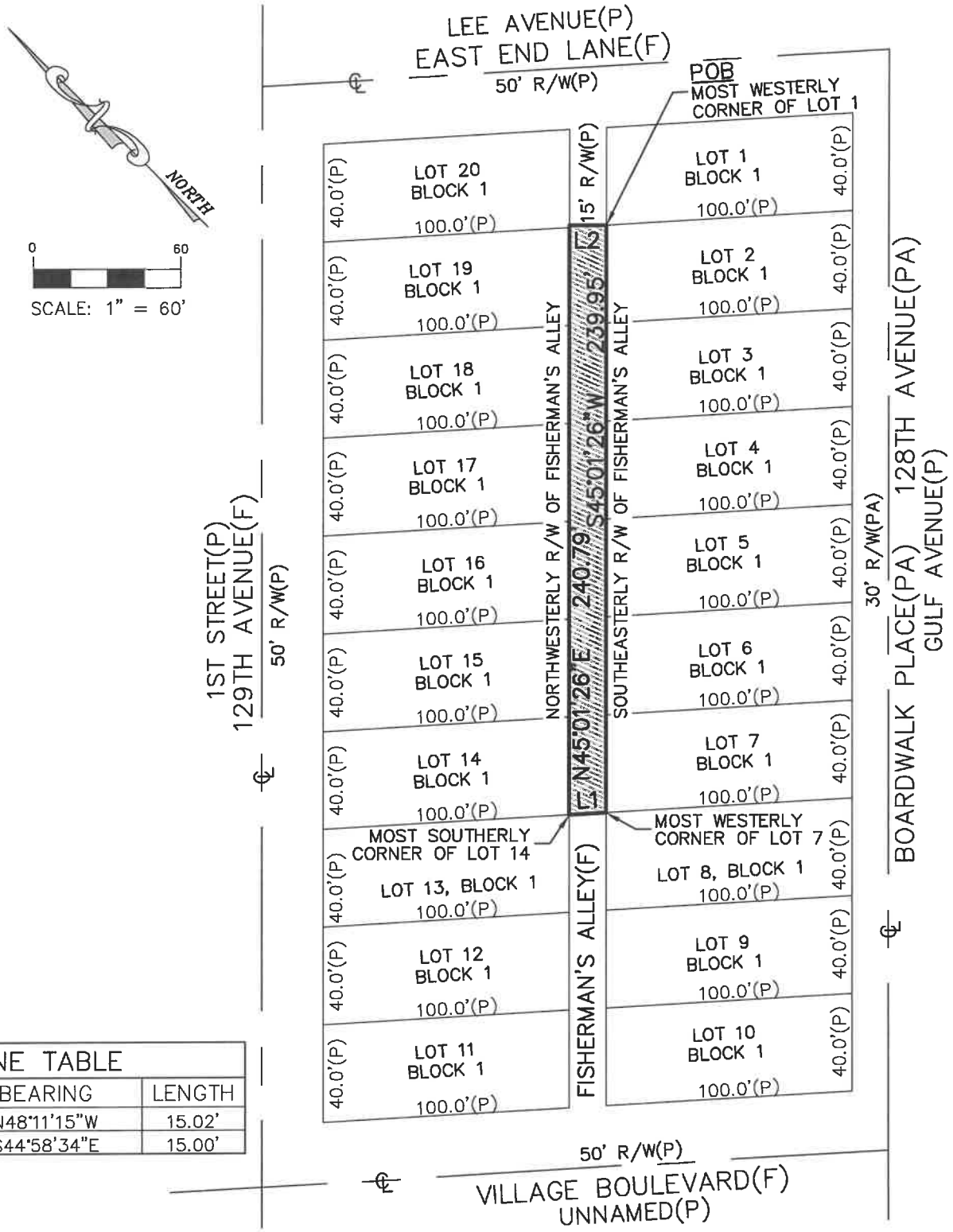
DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

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 E
PINELLAS COUNTY, FLORIDA



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	ABBREVIATION LEGEND:
CHECKED BY: D.J.E.	(F) = Field Data
DATE: DECEMBER 2, 2025	(P) = Data per Plat
SCALE: 1"=60'	(PA) = Data per Property Appraiser
SHEET 1 of 2	POB = Point of Beginning
W.O. 6330	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 E
PINELLAS COUNTY, FLORIDA

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

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW	
CHECKED BY: D.J.E.	
DATE: DECEMBER 2, 2025	
SHEET 2 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
LB 7466



PELICAN LANE

129tH AVENUE
50' R/W

129tH AVENUE

SIGHT VISIBILITY TRIANGLES (SEE NOTE BELOW)

INTERSECTION VISIBILITY TRIANGLE (SEE NOTE BELOW)

SIGHT VISIBILITY TRIANGLES (SEE NOTE BELOW)

EAST END LANE(F)
LEE AVENUE(P)
50' R/W

INTERSECTION VISIBILITY TRIANGLES (SEE NOTE BELOW)

FISHERMAN'S ALLEY
15' R/W

FISHERMANS ALLEY

PORTION OF FISHERMANS ALLEY TO BE VACATED

VILLAGE BOULEVARD
50' R/W

BOARDWALK PLACE EAST
30' R/W

SIGHT VISIBILITY TRIANGLE (SEE NOTE BELOW)

LOT 11 BLOCK 1
1 STORY COMMERCIAL #2813 TO #2831 FFE FROM 4.93 TO 5.08

1 STORY COMMERCIAL #110 FFE 4.56

1 STORY COMMERCIAL #121 FFE 5.17

LOT 12 BLOCK 1
1 STORY COMMERCIAL FFE 4.15

LOT 13 BLOCK 1

SIGHT VISIBILITY TRIANGLES (SEE NOTE BELOW)

COVERED PORTE-COCHERE

COVERED PEDESTRIAN ARCADE

CAFE
1,000 SF

HOTEL LOBBY

B.O.H.

RETAIL
3,600 SF

HC VAN ACC.

HC

GARAGE EXIT

TRASH & LOADING

30' TRUCK

WB50 CLASS TRUCK

VERT COMP

DOCK

BOH & UTILITIES

ACCESS GATE

RAMP

VALET

GARAGE ENTRY

PARKING GARAGE
33 SPACES

RETAIL
3,400 SF

RETAIL
4,600 SF

1 STORY COMMERCIAL FFE 3.26

LOT 1 BLOCK 1

1 STORY COMMERCIAL #224

TRASH

PERMEABLE PAVERS

PARK
4,251 SF

STAGE

BIKE RACK
(8 BIKES)

1 STORY COMMERCIAL #2801 FFE FROM 4.34 TO 4.94

LOT 10 BLOCK 1

M W

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

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
RW Vacation Exhibit A

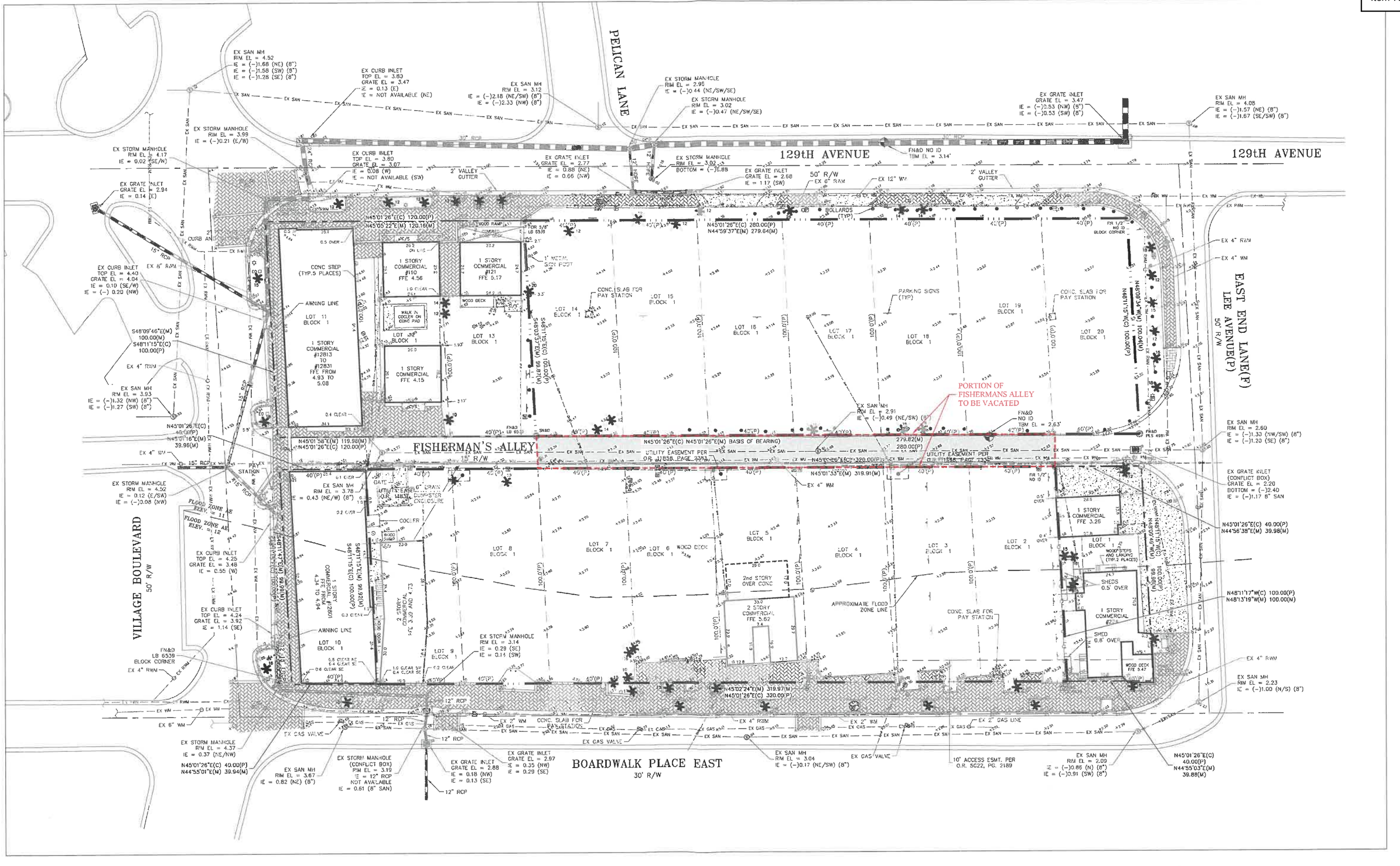
NO.	DATE	REVISIONS	APP'D BY
2	12/04/25	REVISED PER CITY COMMENTS	
1	10/20/25	ADDED SHEET	

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.

THESE PLANS MAY NOT BE COPIED OR MODIFIED WITHOUT WRITTEN PERMISSION FROM GULF COAST CONSULTING, INC.

SEAN P. CASHEN, P.E. #42505
NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER
GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO. 25-003
DATE: 03/20/25
SHT EX

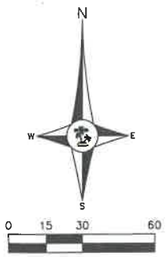


SURVEY WITH VACATE EXHIBIT

SCALE: 1"=20'


Portion of RW to be Vacated
Parcels
15-31-15-58320-001-0020, 0040,0050,0060 & 0070
EAST END LN
AVE)
BLVD
PLACE
(128TH
AVE)
FISHERMANS
ALLEY
58320
41/02
41/05
41/06
41/12





DESIGNED SPC
DRAWN MKC
CHECKED SPC
QC

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13629 JCOT 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
AERIAL WITH VACATE EXHIBIT

NO	DATE	REVISIONS	APP'D BY

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.

THESE PLANS MAY NOT BE COPIED OR MODIFIED WITHOUT WRITTEN PERMISSION FROM GULF COAST CONSULTING INC.

SEAN P. CASHEN, P.E. #42505
NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER
GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 8774

JOB NO 25-003
DATE 03/20/25
SHT. VC

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT Boulevard, Suite 605
Clearwater, Florida 33760
Phone: (727) 524-1818
Fax: (727) 524-6090

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 129th 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 129th 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.

Sincerely,

Sean P. Cashen, P.E.
Principal

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT Boulevard, Suite 605
Clearwater, Florida 33760
Phone: (727) 524-1818
Fax: (727) 524-6090

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 129th 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 129th 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.

Sincerely,

Sean P. Cashen, P.E.
Principal

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT Boulevard, Suite 605
Clearwater, Florida 33760
Phone: (727) 524-1818
Fax: (727) 524-6090

December 5, 2025

Duke Energy Florida; Attn: Duke Energy Land Services Department
2401 25th St. N., SP-15
St. Petersburg, FL 33713 &
12600 Walsingham Road, Largo FL 33774

Re: Johns Pass Village Resort
Site Address: 125 129th 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 129th 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.

Sincerely,

Sean P. Cashen, P.E.
Principal

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT Boulevard, Suite 605
Clearwater, Florida 33760
Phone: (727) 524-1818
Fax: (727) 524-6090

December 5, 2025

Frontier Communications
Attn: Stephen Waidley
1280 Cleveland Street
Clearwater, FL 33755

Re: Johns Pass Village Resort
Site Address: 125 129th 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 129th 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.

Sincerely,

Sean P. Cashen, P.E.
Principal

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT Boulevard, Suite 605
Clearwater, Florida 33760
Phone: (727) 524-1818
Fax: (727) 524-6090

December 5, 2025

Pinellas County Utilities
Attn: Steve Allen
14 S. Fort Harrison
Clearwater, FL 33756

Re: Johns Pass Village Resort
Site Address: 125 129th 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 129th 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.
Sincerely,

Sean P. Cashen, P.E.
Principal

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT Boulevard, Suite 605
Clearwater, Florida 33760
Phone: (727) 524-1818
Fax: (727) 524-6090

December 5, 2025

Spectrum
Attn: David Avila
700 Carillon Pkwy, Suite 6
St. Petersburg, FL 33716

Re: Johns Pass Village Resort
Site Address: 125 129th 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 Parcels1 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 129th 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.

Sincerely,

Sean P. Cashen, P.E.
Principal

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT Boulevard, Suite 605
Clearwater, Florida 33760
Phone: (727) 524-1818
Fax: (727) 524-6090

December 5, 2025

TECO Peoples Gas
Attn: Joan Domning
8416 Palm River Road
Tampa, FL 33619

Re: Johns Pass Village Resort
Site Address: 125 129th 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 129th 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.

Sincerely,

Sean P. Cashen, P.E.
Principal

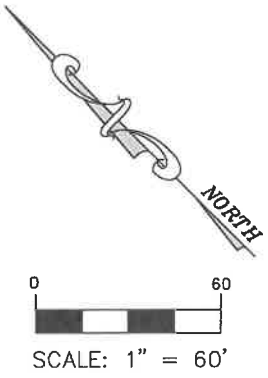
SECTION 15, TOWNSHIP 31 S, RANGE 15 E
MADEIRA BEACH, FLORIDA

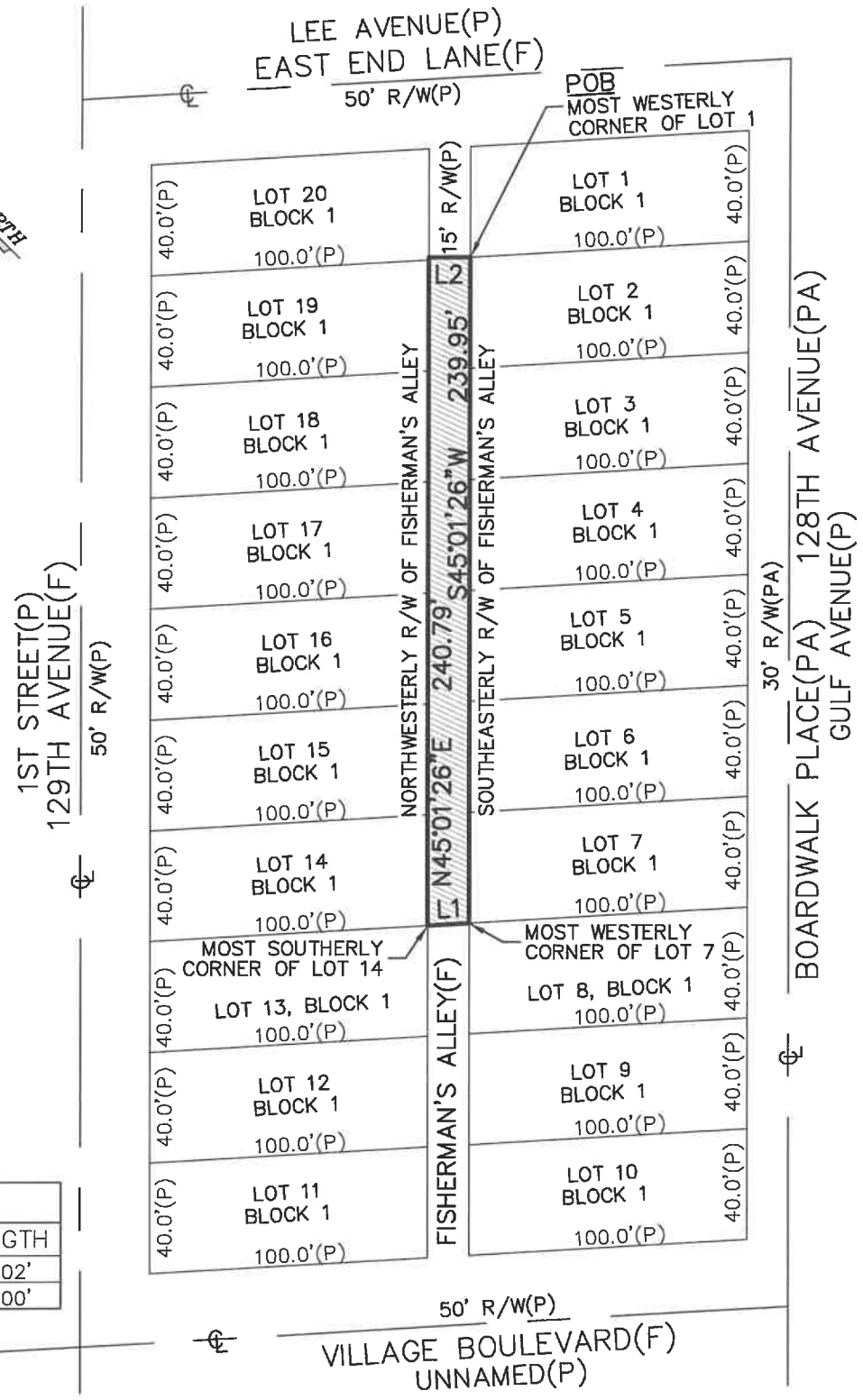
LOCATION MAP



SKETCH–OF–LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 E
PINELLAS COUNTY, FLORIDA





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	ABBREVIATION LEGEND:
CHECKED BY: D.J.E.	(F) = Field Data
DATE: DECEMBER 2, 2025	(P) = Data per Plat
SCALE: 1"=60'	(PA) = Data per Property Appraiser
SHEET 1 of 2	POB = Point of Beginning
W.O. 6330	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 E
PINELLAS COUNTY, FLORIDA

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

THIS IS NOT A BOUNDARY SURVEY

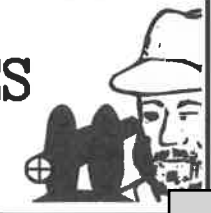
NAME AND ADDRESS OF THE PREPARER:

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



Utilities

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.

Pinellas County

Building & Development Review Services

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

440 Court Street
Clearwater, FL 33756
Phone (727) 464-3888
V/TDD (727) 464-4062
www.pinellascounty

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,

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 128th 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

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



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
LB 7466

FRONTIER

2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
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

Charter
COMMUNICATIONS

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__

9589 0710 5270 2703 2886 90

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Tallahassee, FL 32317

Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$1.36
$	
Total Postage and Fees	$11.55
$	

0146 11

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CLEARWATER STATION CLEARWATER, FL
MAY 14 2026
05/14/2026
33755 USPS

Sent To NJE PROPERTIES INC. c/o HARVEY
Street and Apt. No., or PO Box No. P.O. Box #14433
City, State, ZIP+4® TALLAHASSEE, FL 32317-4433

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Saint Petersburg, FL 33708

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MAY 14 2026
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Sent To JPV HOTEL PROPERTY LLC
Street and Apt. No., or PO Box No. 101 150TH AVENUE
City, State, ZIP+4® ST PETERSBURG, FL 33708-2450

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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MAY 14 2026
05/14/2026
33755 USPS

Sent To NJE PROPERTIES INC. c/o HARVEY
Street and Apt. No., or PO Box No. P.O. Box #14433
City, State, ZIP+4® TALLAHASSEE, FL 32317-4433

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2703 2886 83

U.S. Postal Service™
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Saint Petersburg, FL 33708

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$	
Total Postage and Fees	$11.55
$	

0146 11

Postmark Here
CLEARWATER STATION CLEARWATER, FL
MAY 14 2026
05/14/2026
33755 USPS

Sent To MERMAID HOLDINGS LLC
Street and Apt. No., or PO Box No. 12831 VILLAGE BLVD.
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

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Saint Petersburg, FL 33708

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$	$4.40
Extra Services & Fees (check box, add fee as appropriate)	
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☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$1.36
$	
Total Postage and Fees	$11.55
$	

0146 11

Postmark Here
CLEARWATER STATION CLEARWATER, FL
MAY 14 2026
05/14/2026
33755 USPS

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

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Check type of mail or service

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- ☐ Priority Mail
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3.		JPV HOTEL PROPERTY LLC 101 150TH AVENUE ST. PETERSBURG, FL 33708-2450											
4.		NJE PROPERTIES INC. C/O HAMUY P.O. BOX # 11433 TALLAHASSEE, FL 32317-1433											
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Form **3877**, January 2017 *(Page 1 of 2)*

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Item 7B.

Memorandum

Meeting Details: Board of Commissioners Workshop Meeting May 27, 2026, 4:00 p.m.
Planning Commission – Local Planning Agency Meeting June 1, 2026, 6:00 p.m.

Prepared For: Board of Commissioners / Planning Commission – Local Planning Agency

From: Community Development Department

Subject: Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning

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:

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

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 10,900 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:

- **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, onto the Pelican Lane private street extension and then exit through the parking garage back to 129th Avenue. 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 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 during special events when Boardwalk Place may be closed to vehicular traffic. 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 129th 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 are also relocation of some utilities in the rights-of-way to facilitate construction of the project. All of these relocations will be completed 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 showing 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 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 Ave 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 the 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-off Way for a portion of Fisherman's Alley and the Development Agreement related to the Planned Development (PD).

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 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;
- Roadway improvement by milling and resurfacing Boardwalk Place
- Access for two properties located adjacent to East End Lane through the garage on occasions when Boardwalk Place is not open to vehicular or pedestrian traffic.

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 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 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.

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.

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.

Recommendation(s):

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.

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
Transcript of Neighborhood Meeting
Transportation Study
Public Notices

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:

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

Legal Description:

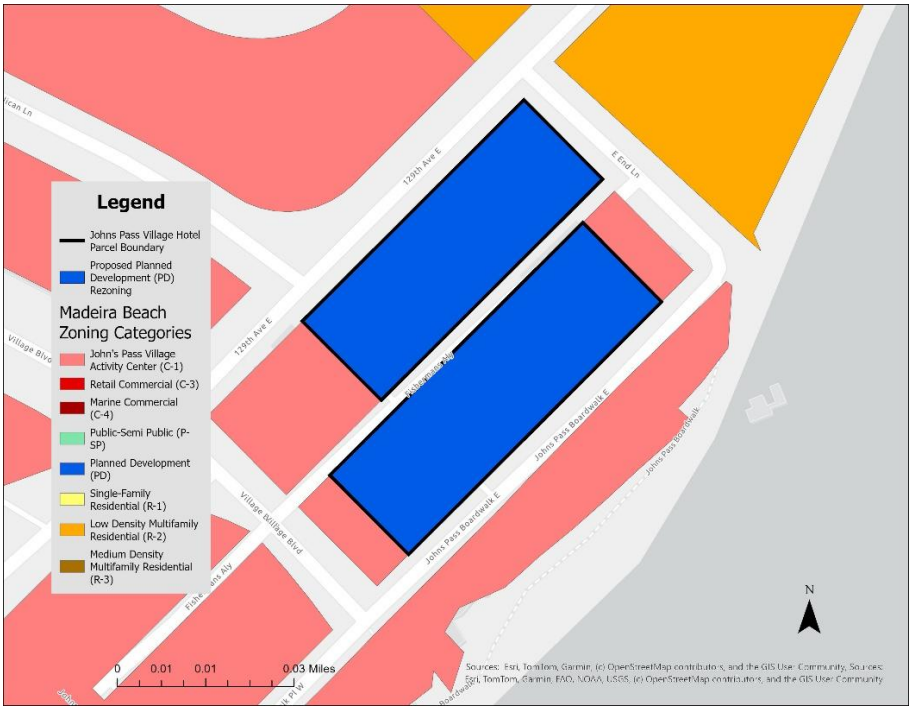
LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

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, 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.

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[1] 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:

[1] 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

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

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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.

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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: _____ 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 X personally know to me or has produced _____ as identification.

Commission Expires: 10/24/2028

Leslie S. Miller
(notary signature)

Stamp

LESLIE S. MILLER
Notary Public - State of Florida
Commission # HH 565921
My Comm. Expires Oct 24, 2028
Bonded through National Notary Assn.

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.*

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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



sunshine state ONE CALL of Florida
Safe digging is no accident. Always call 811 before digging.
Know what's below. Call before you dig. 811
Preventing damages to buried underground facilities by using standard locating practices.

PROJECT DIRECTORY

OWNERS: JVP HOTEL PROPERTY, LLC
101 150TH AVENUE
MADEIRA BEACH, FL 33708

DEVELOPER: WILLIAM KARNS 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 KARNS 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

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

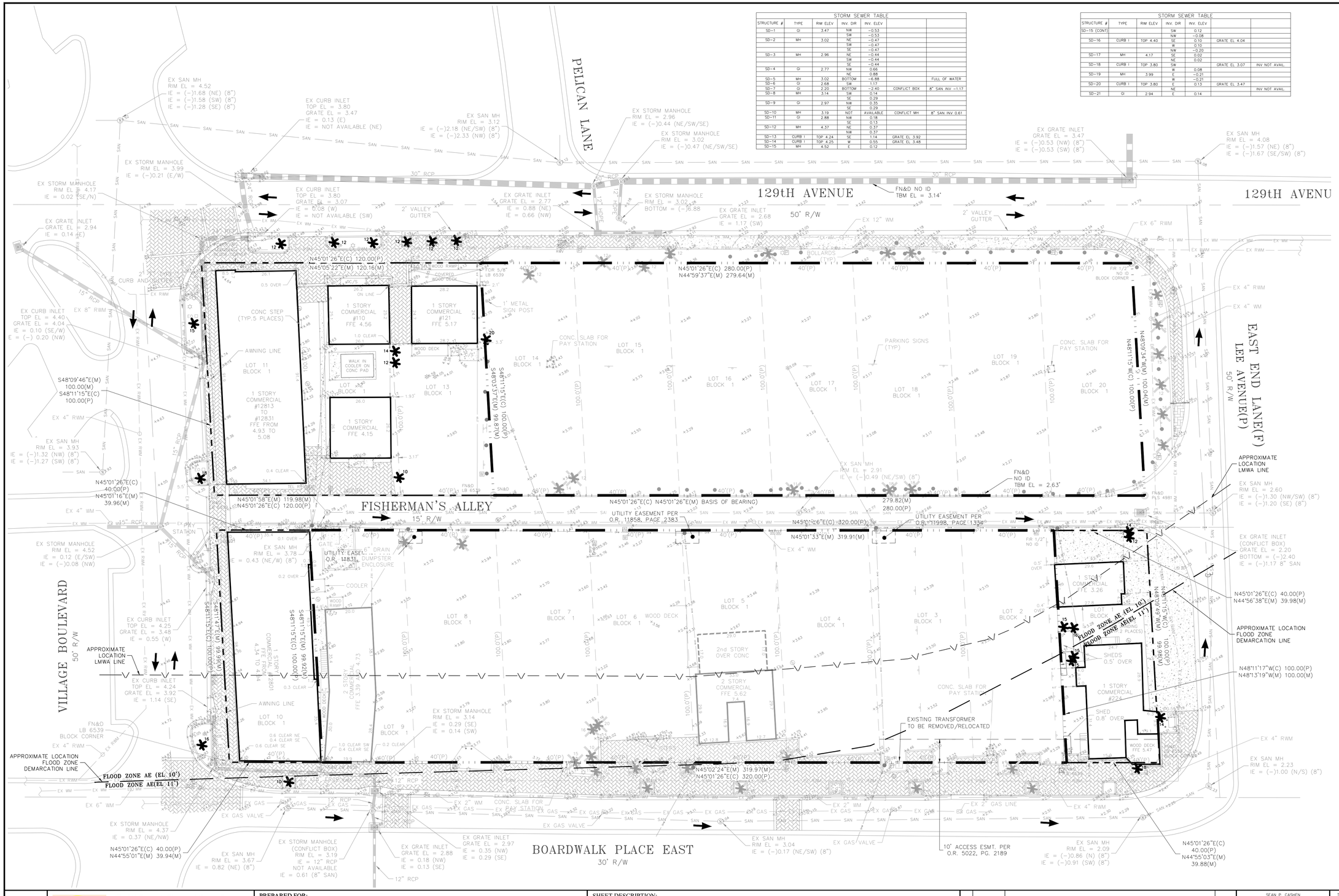
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ON THE DATE INDICATED HERE.

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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 15-31-15-58320-001-0060 15-31-15-58320-001-0090 15-31-15-58320-001-0170	15-31-15-58320-001-0040 15-31-15-58320-001-0070 15-31-15-58320-001-0140 15-31-15-58320-001-0190	15-31-15-58320-001-0050 15-31-15-58320-001-0080 15-31-15-58320-001-0160 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) Retail: 7,550 square feet 1st Floor Restaurant: 3,350 square feet (134 seats: 1 per 25 square feet) 1st Floor Café: 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)		
Existing Zoning	C-1, John's Pass Village Activity Center (Commercial Core)		
Site Area	North Parcels: South Parcels: Vacated Alley: Total:	27,952 square feet 31,928 square feet 3,604 square feet 63,484 square feet	0.642 acres 0.733 acres 0.083 acres 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 15-31-15-58320-001-0130 Total:	2,200 square feet 924 square feet 3,124 square feet	Retail (to be demolished) Retail (to be demolished)
Proposed Building Area	New Hotel: New Restrooms: Total:	126,744 square feet 224 square feet 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: Arcade/Porte Cochere: Paving/Sidewalk: Total:	41,628 square feet 6,714 square feet 5,352 square feet 53,278 square feet	65.6% of site 10.6% of site 8.4% of site 84.6% of site
Open Space	Landscaping: Permeable Pavers: Total:	7,560 square feet 2,230 square feet 9,790 square feet	11.9% of site 3.5% of site 15.4% of site
Required Parking	Hotel units (2 bedrooms): Hotel units (3 bedrooms): 1st Floor Retail: 1st Floor Restaurant: Hotel Café and Restaurant: Event Space: Pool and pool terrace: Subtotal: 50% Johns Pass Activity Center Reduction:	84 x 1.2 3 x 2.2 7,550 sf / 300 134 seats / 4 19 employees / 2 300 seats/4 41 employees / 2 187 seats / 6 seats 9,500/200	100.8 spaces 6.6 spaces 25.2 spaces 33.5 spaces 9.5 spaces 75.0 spaces 20.5 spaces 31.2 spaces 47.5 spaces 349.8 spaces 175 spaces
Proposed Parking	Hotel Parking: Paid Public Parking: Total Parking:	175 spaces 92 spaces 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: (129th and Boardwalk) Street Side Yard: Interior Side Yard:	Multi-story buildings One-story buildings Stairs, elevators Balconies, awnings	10 feet 0 feet 0 feet 0 foot encroachment over ROW 10 feet 10 feet on one side
Proposed Setbacks	Front Yard: (129th and Boardwalk) Street Side Yard: Interior Side Yard:	First five stories Sixth floor Balconies, awnings One-story restroom building Hotel Park Trash Room, Restrooms	0 feet 10 feet 6 foot encroachment 0 feet 10 feet 8 feet 1 foot
PD	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, 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').		

Y:\DWGS\JAS\Johns Pass Village Resort (25-003)\Drawings\PSP\25-003_CVR.dwg, 3/30/2026 1:49:59 PM



STORM SEWER TABLE						
STRUCTURE #	TYPE	RIM ELEV	INV. DIR	INV. ELEV.		
SD–1	GI	3.47	NW	–0.53		
			SW	–0.53		
SD–2	MH	3.02	NE	–0.47		
			SW	–0.47		
			SE	–0.47		
SD–3	MH	2.96	NE	–0.44		
			SW	–0.44		
			SE	–0.44		
SD–4	GI	2.77	NW	0.66		
			NE	0.88		
SD–5	MH	3.02	BOTTOM	–6.88		FULL OF WATER
SD–6	GI	2.68	SW	1.17		
SD–7	GI	2.20	BOTTOM	–2.40	CONFLICT BOX	8" SAN INV –1.17
SD–8	MH	3.14	SW	0.14		
			SE	0.29		
SD–9	GI	2.97	NW	0.35		
			SE	0.29		
SD–10	MH	3.19	NOT AVAILABLE		CONFLICT MH	8" SAN INV 0.61
SD–11	GI	2.88	NW	0.18		
			SE	0.13		
SD–12	MH	4.37	NE	0.37		
			NW	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		

STORM SEWER TABLE						
STRUCTURE #	TYPE	RIM ELEV	INV. DIR	INV. ELEV.		
SD–15 (CONT)			SW	0.12		
			NW	–0.08		
SD–16	CURB I	TOP 4.40	SE	0.10	GRATE EL 4.04	
			W	0.10		
			NW	–0.20		
SD–17	MH	4.17	SE	0.02		
			NE	0.02		
SD–18	CURB I	TOP 3.80	SW		GRATE EL 3.07	INV NOT AVAIL
			W	0.08		
SD–19	MH	3.99	E	–0.21		
			W	–0.21		
SD–20	CURB I	TOP 3.80	E	0.13	GRATE EL 3.47	
			NE			INV NOT AVAIL
SD–21	GI	2.94	E	0.14		

SANITARY SEWER TABLE				
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	2.60	NW	–1.30	8
		SE	–1.20	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
		S	–1.00	8
SS–6	2.09	N	–0.86	8
		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
		SW	–2.18	8
		NW	–2.33	8
SS–10	4.52	NE	–1.68	8
		SW	–1.58	8
		SE	–1.28	8
SS–11	3.93	NW	–1.32	8
		SW	–1.27	8

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

- BFP = 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

sunshine state ONE CALL® Know what's below. Call before you dig. 811

DESIGNED	SPC
DRAWN	MKC
CHECKED	SPC
Q.C.	

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
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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
EXISTING CONDITIONS PLAN

NO.	DATE	REVISIONS	APPD BY
1	03/09/26	REVISED FLOOD ZONES & LWMA LINE	

SEAN P. CASHEN
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 42505
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GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO. 25-003
DATE: 03/20/25
SHT. C2

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PELICAN LANE

129th AVENUE

129th AVENUE

50' R/W

6' WIDE BALCONY, AWNING AND ROOF ENCROACHMENT EASEMENT

FN&D NO ID
TBM EL = 3.14'

EX SAN MH
RIM EL = 4.52
IE = (–)1.68 (NE) (8")
IE = (–)1.58 (SW) (8")
IE = (–)1.28 (SE) (8")

EX CURB INLET
TOP EL = 3.80
GRATE EL = 3.47
IE = 0.13 (E)
IE = NOT AVAILABLE (NE)

EX SAN MH
RIM EL = 3.12
IE = (–)2.18 (NE/SW) (8")
IE = (–)2.33 (NW) (8")

EX STORM MANHOLE
RIM EL = 2.96
IE = (–)0.44 (NE/SW/SE)

EX STORM MANHOLE
RIM EL = 3.02
IE = (–)0.47 (NE/SW/SE)

EX GRATE INLET
GRATE EL = 3.47
IE = (–)0.53 (NW) (8")
IE = (–)0.53 (SW) (8")

EX SAN MH
RIM EL = 4.08
IE = (–)1.57 (NE) (8")
IE = (–)1.67 (SE/SW) (8")

EX STORM MANHOLE
RIM EL = 3.99
IE = (–)0.21 (E/W)

EX STORM MANHOLE
RIM EL = 4.17
IE = 0.02 (SE/N)

EX GRATE INLET
GRATE EL = 2.94
IE = 0.14 (E)

EX CURB INLET
TOP EL = 3.80
GRATE EL = 3.07
IE = 0.08 (W)
IE = NOT AVAILABLE (SW)

EX GRATE INLET
GRATE EL = 2.
IE = 0.88 (NE)
IE = 0.66 (NW)

EX STORM MANHOLE
RIM EL = 3.02
BOTTOM = (–)6.88

EX GRATE INLET
GRATE EL = 2.68
IE = 1.17 (SW)

2' VALLEY GUTTER

2' VALLEY GUTTER

EX CURB INLET
TOP EL = 4.40
GRATE EL = 4.04
IE = 0.10 (SE/W)
IE = (–) 0.20 (NW)

EX CURB INLET
TOP EL = 4.48
GRATE EL = 4.17
IE = 0.31 (E)
IE = 0.21 (W)

EX CURB INLET
TOP EL = 4.25
GRATE EL = 3.48
IE = 0.55 (W)

EX CURB INLET
TOP EL = 4.24
GRATE EL = 3.92
IE = 1.14 (SE)

EX CURB INLET
TOP EL = 4.37
GRATE EL = 3.97
IE = 0.37 (NE/NW)

EX STORM MANHOLE
RIM EL = 4.52
IE = 0.12 (E/SW)
IE = (–)0.08 (NW)

EX SAN MH
RIM EL = 3.93
IE = (–)1.32 (NW) (8")
IE = (–)1.27 (SW) (8")

EX SAN MH
RIM EL = 3.78
IE = 0.43 (NE/W) (8")

EX SAN MH
RIM EL = 4.37
IE = 0.82 (NE) (8")

EX SAN MH
RIM EL = 3.57
IE = 0.82 (NE) (8")

EX SAN MH
RIM EL = 3.04
IE = (–)0.17 (NE/SW) (8")

EX SAN MH
RIM EL = 2.09
IE = (–)0.86 (N) (8")
IE = (–)0.91 (SW) (8")

EX SAN MH
RIM EL = 2.60
IE = (–)1.30 (NW/SW) (8")
IE = (–)1.20 (SE) (8")

EX SAN MH
RIM EL = 2.23
IE = (–)1.00 (N/S) (8")

EX STORM MANHOLE
(CONFLICT BOX)
RIM EL = 3.19
IE = 12" RCP
NOT AVAILABLE
IE = 0.61 (8" SAN)

EX GRATE INLET
GRATE EL = 2.88
IE = 0.18 (NW)
IE = 0.13 (SE)

EX GRATE INLET
GRATE EL = 2.97
IE = 0.35 (NW)
IE = 0.29 (SE)

EX GRATE INLET
(CONFLICT BOX)
GRATE EL = 2.20
BOTTOM (–)2.40
IE = (–)1.17 8" SAN

EX GRATE INLET
GRATE EL = 2.68
IE = 0.12 (NW)
IE = 0.12 (SE)

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.

0 10 20 40

PELICAN LANE

129tH AVENUE
50' R/W

SIGHT VISIBILITY TRIANGLES (SEE NOTE BELOW)

10' WIDE SIDEWALK

INTERSECTION VISIBILITY TRIANGLE (SEE NOTE BELOW)

9.9' ENCROACHMENT INTO VISIBILITY TRIANGLE

6' WIDE BALCONY, AWNING AND ROOF ENCROACHMENT EASEMENT

RETAIL
3,000 SF

CAFE
1,000 SF

GARAGE EXIT

TRASH & LOADING

WB50 CLASS TRUCK

30' TRUCK

COMPACTOR

BALER

VERT COMP

DOCK

HC VAN ACC.

10

2.6' ENCROACHMENT INTO VISIBILITY TRIANGLE

UNDERGROUND STORMTRAP VAULT

2.5' ENCROACHMENT INTO VISIBILITY TRIANGLE

HOTEL LOBBY

B.O.H.

9

PORTION OF FISHERMANS ALLEY TO BE VACATED

BOH & UTILITIES

COVERED PORTE-COCHERE

COVERED PEDESTRIAN ARCADE

PELICAN LANE

UNDERGROUND STORMTRAP VAULT

FISHERMAN'S ALLEY
15' R/W

RAMP

VALET

14

TRASH

PERMEABLE PAVERS

VILLAGE BOULEVARD
50' R/W

LOADING ZONE

STAGE

PUBLICLY ACCESSIBLE OPEN SPACE

BIKE RACK (8 BIKES)

GARAGE ENTRY

UNDERGROUND STORMTRAP VAULT

PARKING GARAGE
33 SPACES

ACCESS GATE

0.7' ENCROACHMENT INTO VISIBILITY TRIANGLE

RESTAURANT
3,350 SF

RETAIL
4,550 SF

SIGHT VISIBILITY TRIANGLE (SEE NOTE BELOW)

6' WIDE BALCONY, AWNING AND ROOF ENCROACHMENT EASEMENT

BOARDWALK PLACE EAST
30' R/W

6' WIDE BALCONY, AWNING AND ROOF ENCROACHMENT EASEMENT

MILL AND RESURFACE BOARDWALK PLACE EAST FROM VILLAGE BOULEVARD TO EAST END LANE

424'

129tH AVENUE

10.7' ENCROACHMENT INTO VISIBILITY TRIANGLE

SIGHT VISIBILITY TRIANGLES (SEE NOTE BELOW)

EAST END LANE(F)
LEE AVENUE(P)
50' R/W

10' WIDE SIDEWALK

INTERSECTION VISIBILITY TRIANGLES (SEE NOTE BELOW)

0.8' ENCROACHMENT INTO VISIBILITY TRIANGLE

1 STORY COMMERCIAL #110 FFE 4.56

1 STORY COMMERCIAL #121 FFE 5.17

1 STORY COMMERCIAL #12813 TO #12831 FFE FROM 4.93 TO 5.08

1 STORY COMMERCIAL FFE 4.15

1 STORY COMMERCIAL #12801 TO #12811 FFE FROM 4.34 TO 4.94

1 STORY COMMERCIAL #224

LOT 11 BLOCK 1

LOT 12 BLOCK 1

LOT 13 BLOCK 1

LOT 10 BLOCK 1

LOT 1 BLOCK 1

(2) 9'-0" x 24'-0" PARALLEL PARKING SPACES

DESIGNED SPC
DRAWN MKC
CHECKED SPC
QC

Gulf Coast Consulting, Inc.
Land Development Consulting
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101 150th AVENUE
MADEIRA BEACH, FL 33708
PHONE: 727-367-3000

SHEET DESCRIPTION:
JOHNS PASS VILLAGE RESORT
MOBILITY ACCESS PLAN

NO.	DATE	REVISIONS	APPD BY
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	

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STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 42505
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CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO. 25-003
DATE: 03/20/25
SHT. C4

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PELICAN LANE

CONNECT TO EXISTING SANITARY MANHOLE

8" VCP

129th AVENUE

50' R/W

CONNECT 4" WATERMAIN TO EX 12" WATERMAIN

2' VALLEY GUTTER

PORTION OF EX 6" RECLAIMED WM TO BE REMOVED

PROPOSED 6" RECLAIMED WATER MAIN (18" FROM EX 12" WM)

VALLEY GUTTER

EX 12" WM

EX 6" RWM

EX SAN MH
RIM EL = 4.52
IE = (–)1.68 (NE) (8")
IE = (–)1.58 (SW) (8")
IE = (–)1.28 (SE) (8")

EX SAN MH
RIM EL = 3.12
IE = (–)2.18 (NE/SW) (8")
IE = (–)2.33 (NW) (8")

EX SAN MH
RIM EL = 4.08
IE = (–)1.57 (NE) (8")
IE = (–)1.67 (SE/SW) (8")

N45°01'26"E(C) 120.00(P)
N45°05'22"E(M) 120.16(M)

N45°01'26"E(C) 280.00(P)
N44°59'37"E(M) 279.64(M)

REROUTED GRAVITY SANITARY SEWER

BALCONY (TYP)

RETAIL
3,000 SF

GARAGE EXIT

TRASH & LOADING

30' TRUCK

WB50 CLASS TRUCK

RECYCLE

BALER

VERT. COMP.

DOCK

CAFE
1,000 SF

HC VAN ACC.

UNDERGROUND STORMTRAP VAULT

HOTEL LOBBY

B.O.H.

HC VAN ACC.

COVERED PORTE-COCHERE

COVERED PEDESTRIAN ARCADE

PORTION OF FISHERMANS ALLEY TO BE VACATED

BOH & UTILITIES

ACCESS GATE

PORTION OF EX 8" SANITARY SEWER TO BE REMOVED

EAST END LANE(F)
LEE AVENUE(P)
50' R/W

APPROXIMATE LOCATION LMWA LINE

EX SAN MH
RIM EL = 2.60
IE = (–)1.30 (NW/SW) (8")
IE = (–)1.20 (SE) (8")

CONNECT TO AND EXTEND 4" WATERMAIN

CONC STEP (TYP.5 PLACES)

AWNING LINE

LOT 11 BLOCK 1

1 STORY COMMERCIAL #1281.3 TO #1283I FFE FROM 4.93 TO 5.08

1 STORY COMMERCIAL #110 FFE 4.56

1 STORY COMMERCIAL #121 FFE 5.17

1 STORY COMMERCIAL FFE 4.15

WALK IN COOLER ON CONC PAD

LOT 12 BLOCK 1

LOT 13 BLOCK 1

WOOD DECK

COVERED WOOD DECK

PROPOSED 4" WATERMAIN INTERCONNECT

CONNECT EX 4" WATERMAIN

(2) 9'-0" x 24'-0" PARALLEL PARKING SPACES

S48°09'46"E(M) 100.00(M)
S48°11'15"E(C) 100.00(P)

N45°01'26"E(C) 40.00(P)
N45°01'16"E(M) 39.96(M)

N45°01'58"E(M) 119.98(M)
N45°01'26"E(C) 120.00(P)

FISHERMAN'S ALLEY

15' R/W

EX SAN MH
RIM EL = 3.93
IE = (–)1.32 (NW) (8")
IE = (–)1.27 (SW) (8")

EX SAN MH
RIM EL = 3.78
IE = 0.43 (NE/W) (8")

TRASH

PERMEABLE PAVERS

STAGE

PUBLICLY ACCESSIBLE OPEN SPACE

M W

VILLAGE BOULEVARD
50' R/W

LOADING ZONE

APPROXIMATE LOCATION LMWA LINE

FN&D LB 6539 BLOCK CORNER

APPROXIMATE LOCATION FLOOD ZONE DEMARCATION LINE

FLOOD ZONE AE (EL 10')
FLOOD ZONE AE(EL 11')

S48°11'47"E(M) 99.99(M)
S48°11'15"E(C) 100.00(P)

1 STORY COMMERCIAL #1281 TO #1284 FFE FROM 4.54 TO 4.74

AWNING LINE

LOT 10 BLOCK 1

N45°01'26"E(C) 40.00(P)
N44°55'01"E(M) 39.94(M)

EX SAN MH
RIM EL = 3.57
IE = 0.82 (NE) (5")

PORTION OF EX 4" RECLAIMED WM TO BE REMOVED

BOARDWALK PLACE EAST
30' R/W

424'

GARAGE ENTRY

UNDERGROUND STORMTRAP VAULT

PARKING GARAGE
33 SPACES

20' WIDE FIRE LANE LIMITS

20' WIDE FIRE LANE LIMITS

VALET

RESTAURANT
3,350 SF

RETAIL
4,550 SF

PROPOSED 4" RECLAIMED WATER MAIN (18" FROM EX 2" WM)

CONC. SIDEWALK

BALCONY (TYP)

N45°01'26"E(C) N45°01'26"E(M) BASIS OF BEARING

UTILITY EASEMENT PER O.R. 11858, PAGE 4383

RAMP

N45°01'26"E(C) 280.00(P)

279.82(M)
280.00(P)

N45°01'33"E(M) 319.91(M)

PORTION OF EX 4" WATERMAIN TO BE REMOVED

N45°01'24"E(M) 319.97(M)
N45°01'26"E(C) 320.00(P)

EX 2" WM

EX GAS VALVE

EX SAN MH
RIM EL = 3.04
IE = (–)0.17 (NE/SW) (8")

10' ACCESS ESMT. PER O.R. 5022, PG. 2189

EX SAN MH
RIM EL = 2.09
IE = (–)0.86 (N) (8")
IE = (–)0.91 (SW) (8")

CONNECT 4" WATERMAIN TO EX 2" WATERMAIN WITH 4"x2" REDUCER

N45°01'26"E(C) 40.00(P)
N44°55'03"E(M) 39.88(M)

PROPOSED 4" WATERMAIN INTERCONNECT

EX 4" RWM

EX SAN MH
RIM EL = 2.23
IE = (–)1.00 (N/S) (8")

APPROXIMATE LOCATION FLOOD ZONE DEMARCATION LINE

N48°11'17"W(C) 100.00(P)
N48°13'19"W(M) 100.00(M)

N45°01'26"E(C) 40.00(P)
N44°56'38"E(M) 39.98(M)

SHEDS 0.5' OVER

1 STORY COMMERCIAL #224

SHED 0.8' OVER

WOOD DECK FFE 5.47

FLOOD ZONE AE (EL 10')

FLOOD ZONE AE(EL 11')

N45°01'26"E(C) 100.00(P)
N44°59'37"E(M) 99.98(M)

EX 4" WM

EX 4" RWM

EX 2" GAS LINE

EX GAS

EX GAS VALVE

EX 6" WM

EX 4" WM

EX 4" RWM

EX SAN MH
RIM EL = 3.78
IE = 0.43 (NE/W) (8")

EX SAN MH
RIM EL = 4.52
IE = (–)1.68 (NE) (8")
IE = (–)1.58 (SW) (8")
IE = (–)1.28 (SE) (8")

0 10 20 40

sunshine state ONE CALL of FLORIDA, INC. Know what's below. Call before you dig. 811

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

- BFP = Backflow Preventor
- C = Cable Box
- = Centerline
- = Cleanout
- = Decorative Light
- D = Drainage Manhole
- = Fire Hydrant
- G = Grease Trap
- = Guy Anchor
- = Handicap
- = Lightpole
- = Mailbox
- P = Power Box
- S = Sanitary Manhole
- = Sign
- = Grate Inlet
- 19.54 = Spot Elevation
- T = Telephone Box
- = Utility Pole
- W = Water Meter
- = Water Valve
- W = 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) 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
UTILITY PLAN

NO.	DATE	REVISIONS	APPD BY
2	03/13/26	REVISED PER SITE PLAN MODIFICATIONS	
1	01/16/26	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.

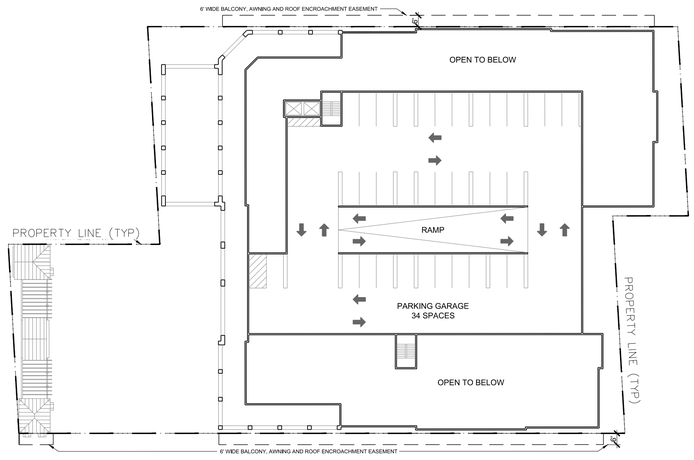
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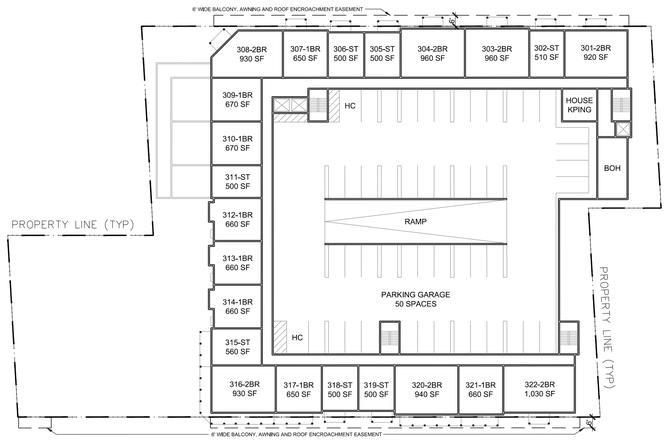
SEAN P. CASHEN, P.E. #42505
NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER
GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO. 25-003
DATE: 03/20/25
SHT. C5

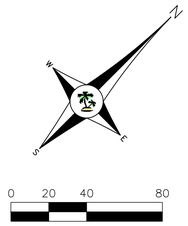
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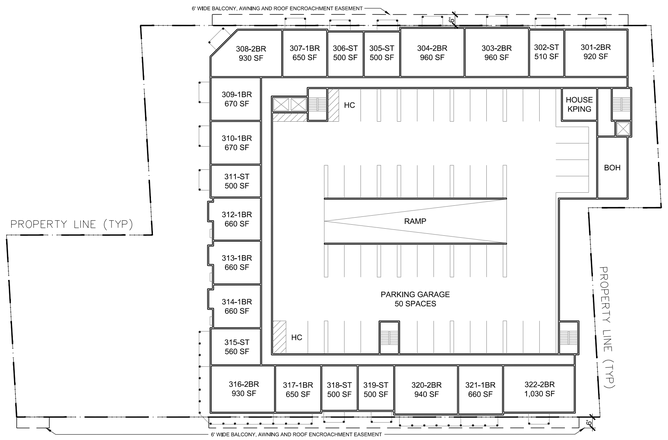
MEZZANINE PLAN



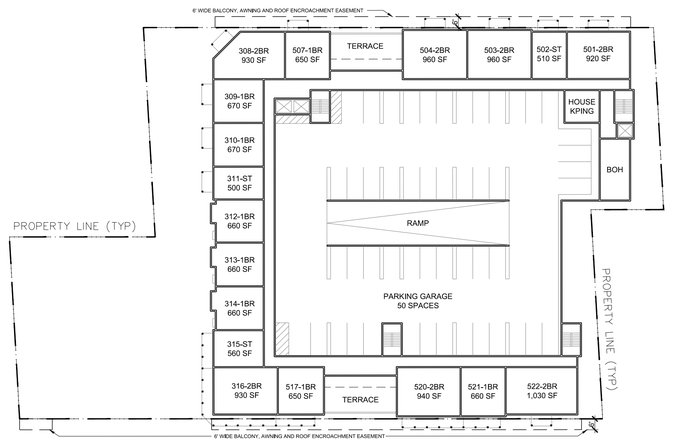
2nd FLOOR PLAN



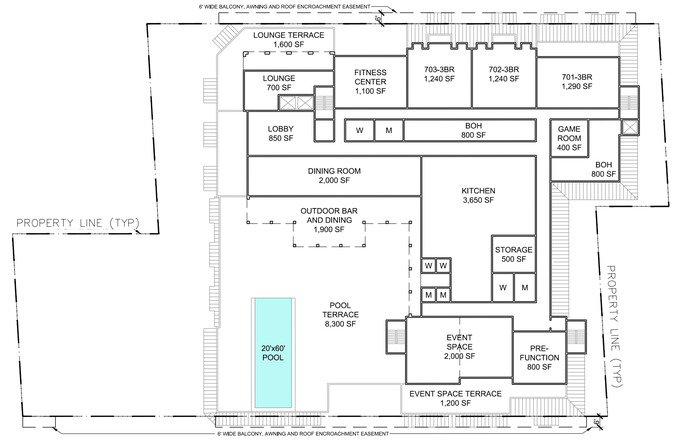
BUILDING AREA TABLE			
Floor	Gross Area	Parking Garage	Balcony/Terrace
1	19,058 sf	20,716 sf	0 sf
Mezzanine	607 sf	20,563 sf	0 sf
2	21,228 sf	23,078 sf	3,155 sf
3	21,228 sf	23,078 sf	1,892 sf
4	21,228 sf	23,078 sf	1,892 sf
5	19,089 sf	20,678 sf	2,800 sf
6	24,530 sf	0 sf	15,711 sf
Total	126,968 sf	131,191 sf	25,450 sf



3rd & 4th FLOOR PLAN



5th FLOOR PLAN



6th FLOOR PLAN

DESIGNED: SPC
DRAWN: MKC
CHECKED: SPC
Q.C.:

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT BLVD., SUITE 605
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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
PLANNED DEVELOPMENT PLAN

NO.	DATE	REVISIONS	APPD BY
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	

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.

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SEAN P. CASHEN, P.E. #42505
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GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO.: 25-003
DATE: 03/20/25
SHT.: C6

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Northwest Corner



Northeast Corner



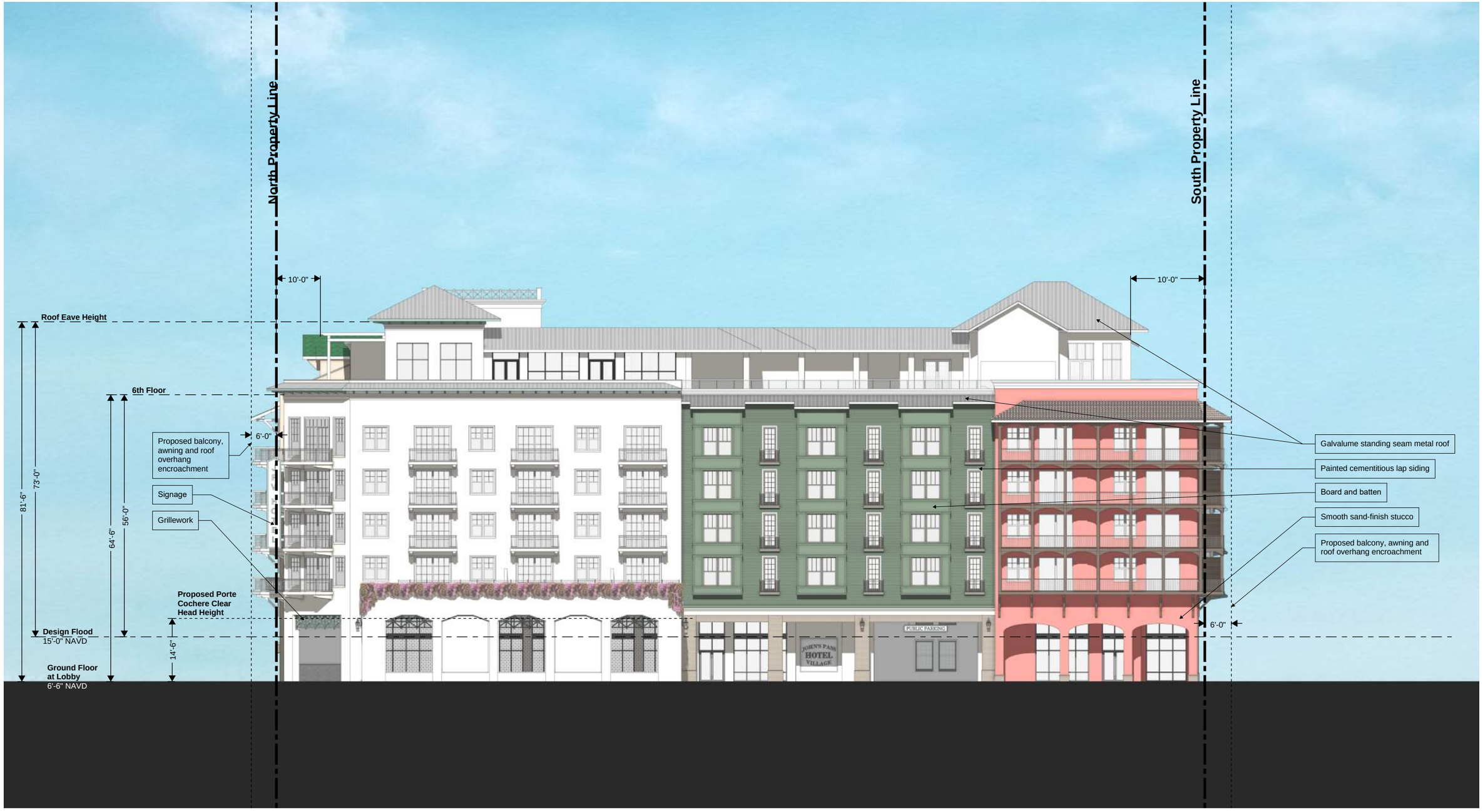
Southeast Corner



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

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 129th 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 ½ 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 20th 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.

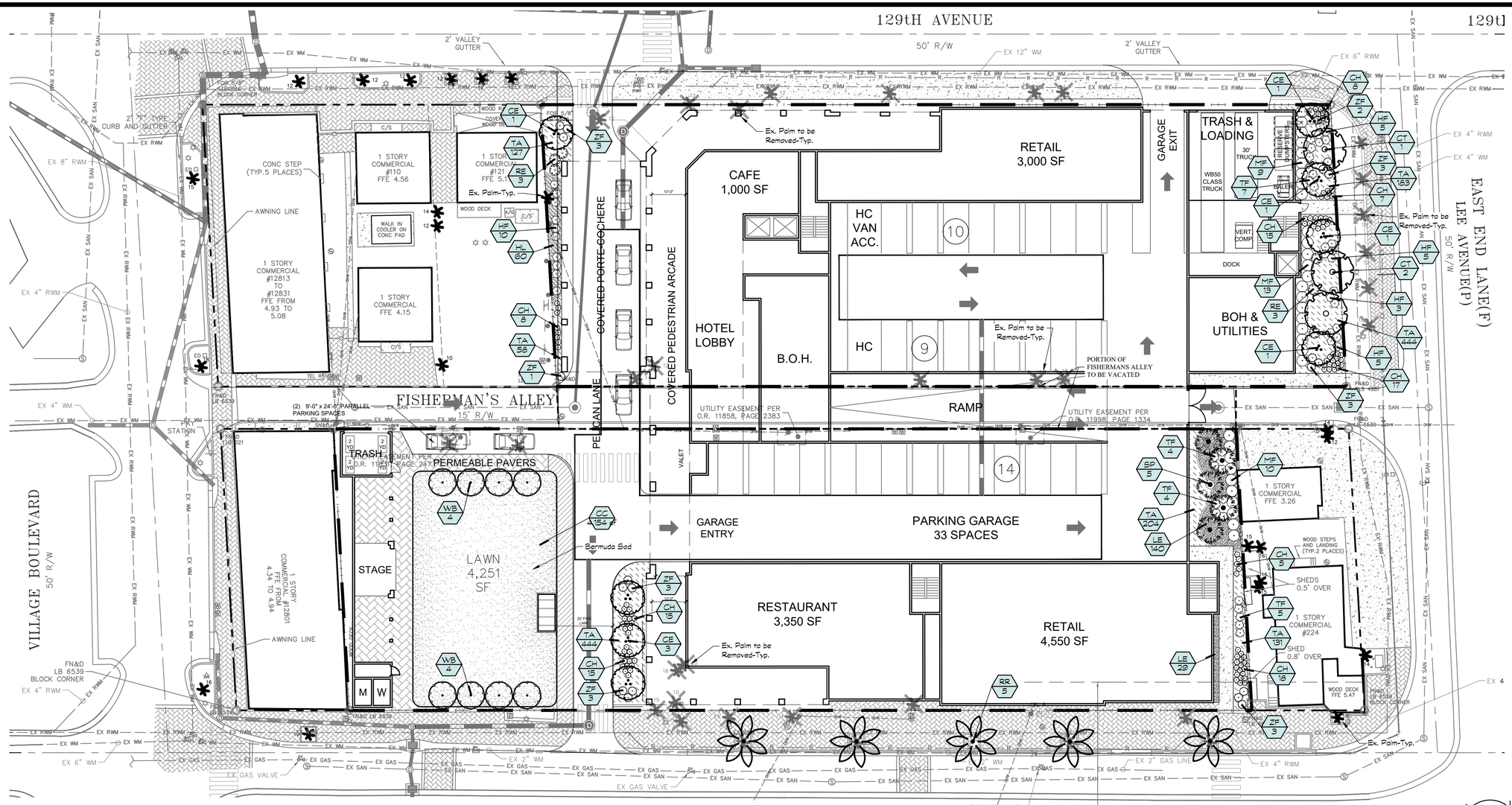
Automobile traffic will be managed on-site via a new internal drive aligning with Pelican Lane. Adjacent to the Pelican Lane extension is a continuous colonnade along the west side of the building providing pedestrian access from the John’s Pass Village shops to the waterfront restaurants along the Boardwalk.

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.



PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
TREES							
CT	3	Coccoloba uvifera	Sea Grape	-	2" Cal.+	8'-10" Ht., 3'-4" Sp.	Native, Drought Tolerant, Single Trunk, Std.
CE	8	Conocarpus erectus `Sericeus`	Silver Buttonwood	-	2" Cal.+	8'-10" Ht., 3'-4" Sp.	Native, D.T., 3-4 Trunks
RR	5	Roystonea regia	Florida Royal Palm	-		12` CT, Matched Ht.	Native, Drought Tolerant
SP	5	Sabal palmetto	Sabal Palm	-		12`-15` CT, Varied Ht.	Native, Drought Tolerant
WB	8	Wodyetia bifurcata	Foxtail Palm	-		10` Clear Trunk, Matched	

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
SHRUBS						
CH	108	Chrysobalanus icaco `Horizontalis`	Horizontal Cocoplum	3 Gal., 12" Ht. x 12" Sp.	24" o.c.	Native, Drought Tolerant
HF	28	Hamelia patens 'Firefly'	Firefly Dwarf Firebush	3 gal., 14" Ht. x 14" Sp.	36" o.c.	Native, Drought Tolerant
MF	32	Myrcianthes fragrans	Simpson`s Stopper	7 Gal., 32" Ht. x 30" Sp.	48" o.c.	Native, Drought Tolerant
RE	6	Russelia equisetiformis	Firecracker Plant	3 gal., 20" Ht. x 20" Sp.	48" o.c.	Drought Tolerant
TF	20	Tripsacum dactyloides	Fakahatchee Grass	3 gal., 20" Ht. x 20" Sp.	36" o.c.	
ZF	21	Zamia floridana	Coontie	3 Gal., 18" Ht. x 18" Sp.	36" o.c.	Native, Drought Tolerant
GROUND COVERS						
HL	60	Helianthus debilis vestitus	West Coast Beach Sunflower	12"x12", 1 gal.	18" o.c.	Native, Drought Tolerant
LE	169	Liriope muscari `Emerald Goddess`	Emerald Goddess Liriope	12"x18", 1 gal.	18" o.c.	Drought Tolerant, Rode Groundcovers
TA	1,591	Trachelospermum asiaticum `Summer Sunset`	Dwarf Tricolor Asiatic Jasmine	4"pot@	12` o.c.	Drought Tolerant, Rode Groundcovers
SOD/SEED						
CC	4,154 sf	Cynodon dactylon `Celebration`	Celebration Bermudagrass	sod		

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 -05'00'

Revision	Date
A Rev. per Madeira Beach comments	02/10/26

Project Title
JOHNS PASS VILLAGE RESORT
Madeira Beach, Florida

LANDSCAPE PLAN

Project No. 25-006
Date 10/21/25
Sheet LA1

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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. Any applicable fees or financial requirements are to be paid by the Contractor for such permits, unless stipulated specifically in writing by the Owner.

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, without additional cost to the owner. This includes any safety standards of the Occupational Safety and Health Act and amendments. The Owner and Owner's Representative shall be held harmless from any accident, injury or any other incident resulting from compliance or non-compliance with these standards.

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.
3. Tree, Shrub and Other Woody Plant Installation, Protection & Maintenance – Tree Care Standards (ANSI A300 – 2023), America National Standard Institute.
4. Best Management Practices, Tree Pruning, International Society of Arboriculture.
5. Best Management Practices, Tree and Shrub Fertilization, International Society of Arboriculture.
6. Principles and Practice of Planting Trees and Shrubs, International Society of Arboriculture
7. Standardized Plant Names, American Joint Committee on Horticulture Nomenclature, Horace McFarland Company.
8. American Standard for Nursery Stock, American Association of Nurserymen, Inc.

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. This time period of required maintenance may be extended through the full warranty period, as specified in the contract agreement, until Final Project Acceptance.

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. Removal or destruction of items described above is prohibited unless specifically authorized by the Owner.

D. Any work taking place along or within an internal private, city, county or state road, median or right-of-way must comply with appropriate regulatory authority's guidelines for traffic controls for construction and maintenance operations. The Contractor shall be responsible for filing and obtaining any and all required permits.

E. All landscape material shall be installed, and at all times maintained, in accordance with FDOT Roadway and Traffic Design Standards, Index 546 and FDOT Plans Preparation Manual, Table 2.11.5, as well as all other applicable governing municipality roadway standards and regulations for clear sight.

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. All subcontractors utilized by the selected firm for work on the project, must be approved by the Owner, in writing, prior to their involvement on the project.

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. The Contractor shall verify that all plant material shown on the drawings are included in the Contractor's bid.

C. Substitutions of plant materials will not be permitted unless authorized in writing by the Owner's Representative. Proof is to be submitted in writing from 5 different regional sources that a plant specified is not obtainable. Consideration will be given to the nearest available size or similar variety with a corresponding adjustment of the contract price.

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.

E. Stated dimensions shall govern over scaled dimensions on the plans.

F. The plans shall govern over the specifications. If there is a discrepancy or error in the Plans or Specifications, the Contractor shall refer the issue to the Owner's Representative for an interpretation and decision.

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. Such approval shall not preclude the right of inspection and rejection during any phase of the work. Rejected plant materials shall be immediately removed from the project site and replaced with approved plant materials within seven (7) days or as approved 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. This request shall state the place of growth, species of material, and quantity of plants to be inspected. The Owner's Representative may refuse inspection at this time if, in his judgment, sufficient quantities of plants are not available for inspection.

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. Plant samples may be planted in permanent positions on the project site, but labeled as samples, with the botanical and common name labeled on a waterproof tag.

D. All plants may be selected and tagged by the Owner's Representative at their place of growth. For distance material, photographs may be submitted for pre-inspection review and approval by the Owner's Representative. Pictures shall be clear and contain the full image of the plant material to be reviewed and have a clear indication of size in foot increments for trees and palms and inches for shrubs and groundcovers. The photograph will become the representative sample for that plant type (species and size).

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. Resubmitted of rejected samples shall be completed within three (3) working days. Approved samples shall be stored on the site and protected until furnishing of materials is completed. Such approval shall not impair the right of inspection and rejection upon delivery at the site during the progress of the work.

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. The Contractor shall test each location for soil composition (type, strata, pH, soluble salts, and organic content) and sub-surface drainage conditions (percolation rate), as a minimum. Soil testing shall be conducted by an approved soil-testing laboratory. The Contractor shall provide the Owner's Representative with the results of the soil analyses prior to any installations throughout the project. If soil conditions are insufficient for proper plant growth, the Contractor is required to supply recommendations for improving the condition of the soil of each area, to the Owner's Representative for approval. The Contractor shall, at the discretion of the Owner's Representative, proceed with the recommendations for improving the soil conditions.

E. Provide landscape planting as-built drawings that legibly show actual installation locations of plant material. Identify field changes in dimension and detail and approved changes made by the Owner's Representative.

F. Certificates of Plant Inspections shall accompany invoices for each shipment of plants as required by law for transportation. Certificates are to be filed with the Owner's Representative prior to acceptance of the materials. Passing inspection by federal or state governments at the place of growth does not preclude rejection of plants at the work site.

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 is sizes and shapes as specified in the most recent edition of the American Standard for Nursery Stock. Balls shall be firmly wrapped with nonsynthetic, rottable burlap and secured with heavy nonsynthetic, rottable twine. Root collar shall be apparent at the surface of the rootball. No trees with loose, broken, or manufactured rootballs will be planted, except with written approval of the Owner's Representative, prior to planting.

C. Boots shall be removed from the trunk of sabal palms unless otherwise specified by the Owner's Representative. Remove only a minimum number of fronds on other palm species to facilitate the handling of the palm material. 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. Should the roots be dried out, large branches broken, rootball damage, or areas of torn bark, the Owner's Representative may reject the injured plant material and require replacement of the rejected material at no additional cost to the Owner.

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. Any B&B material shall also be well protected and kept in a moist condition with the rootballs covered with wet peat moss, additional burlap or other acceptable material. Plants shall not remain unplanted any longer than 3 days after delivery. Palms shall be planted within 24 hours of delivery to the project site. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

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 preformed. The Contractor shall notify in writing of any conflicts or unsatisfactory conditions discovered, prior to beginning work. If the Contractor begins work before the unsatisfactory condition have been resolved, this will indicate that the Contractor has accepted the existing conditions and is responsible to complete the work at no additional cost to the Owner.

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. The Contractor shall be responsible for all brush removal and legal disposal off-site, as indicated on the Plans.

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. The Contractor shall refer to the tree protection detail and notes provided within the Landscape Plans.

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. The Contractor shall be responsible for implementation of the Certified Arborist's instructions.

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. Contractors working on the same Project shall cooperate with each other and as directed by the Owner.

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. The Contractor shall join this work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

4. The Contractor shall prepare a construction schedule upon the award of the contract and forward to the Owner's Representative for approval. The schedule shall take into consideration and coordinate with the work to be preformed by other contractors involved with the overall project.

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. The plant material shall not be loose in the container and have been grown in the container for a minimum of four (4) months. The plants shall have tops, which are of good quality and are in a healthy growing condition. Container material shall not be root bound in the container and will not be accepted. Plants shall not be handled by stems or foliage.

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. They shall be free from physical damage or other conditions that would prevent vigorous growth.

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. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant. The approved larger plants shall not be cut back to the size specified.

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. Single trunk trees shall be free of low crotches below seven (7) feet in height and cross-branching that could be points of weak limb structure or disease infestation.

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 (hose 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.

It is the Contractor's responsibility to adjust watering amounts and frequency to ensure proper establishment of all plant material.

3. All water necessary for planting and maintenance 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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Patrick Roberson
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Date: 2026.02.10 15:23:54 -05'00'

Revision	Rev. per Madeira Beach comments	02/10/26
Δ5		
Δ4		
Δ3		
Δ2		
Δ1		
	Revision	Date

Project Title
JOHNS PASS VILLAGE RESORT
Madeira Beach, Florida

LANDSCAPE NOTES & DETAILS

Project No. 25-006
Date 10/21/25
Sheet LA2

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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 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 shrub planted areas. All shrub and groundcovers shall be mulched curb–to–curb or edge of planting bed, unless otherwise indicated. 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 unwrap 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.

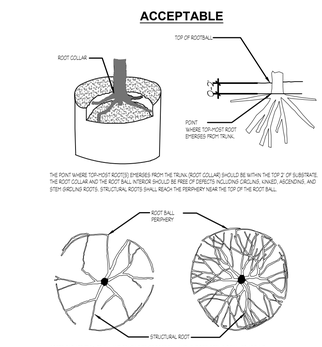
C. Exceptions to Warranty:

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

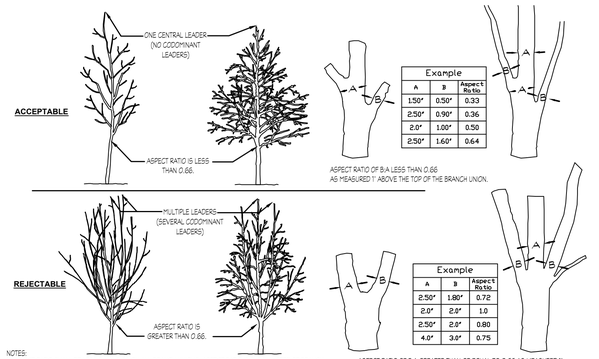
A. The Contractor shall notify the Owner's Representative in writing, a minimum of ten (10) days in advance, when all work is substantially complete to schedule a substantial completion. Based on this inspection, the Owner's Representative will develop a punch list of items to be addressed by the Contractor. 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 PROCESS. SUBSTRATE/SOIL SHALL BE REPLACED AFTER OBSERVATION HAS BEEN COMPLETED.
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- SEE SPECIFICATIONS FOR REQUIREMENTS.

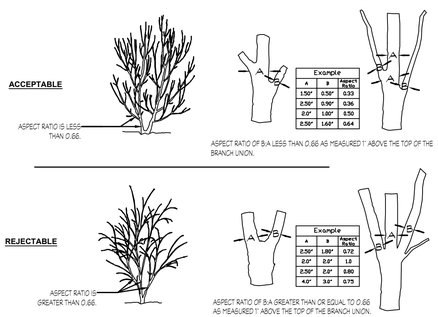
ROOT OBSERVATIONS DETAIL



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 OBSERVATION DETAIL - MULTI

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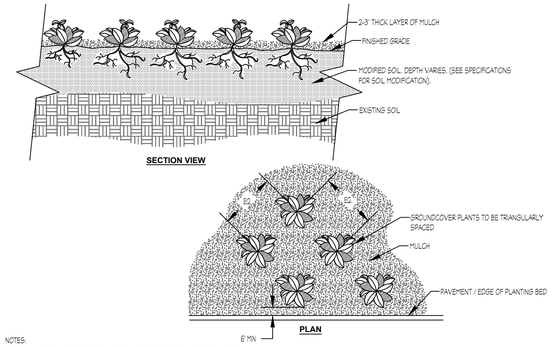
Revision	Date
Rev. per Madeira Beach comments	02/10/26

Project Title
JOHNS PASS VILLAGE RESORT
Madeira Beach, Florida

LANDSCAPE NOTES & DETAILS

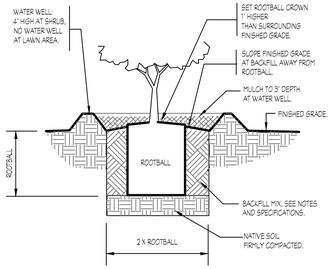
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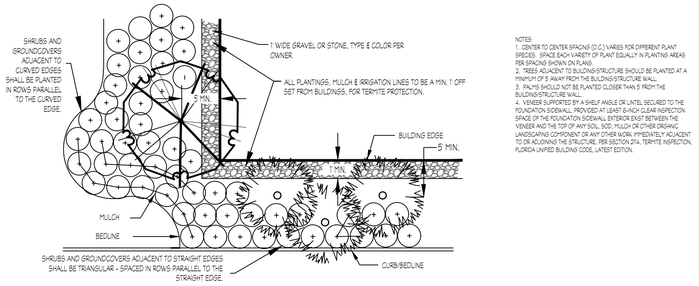


NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
2- SMALL ROOTS (1/4" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. 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

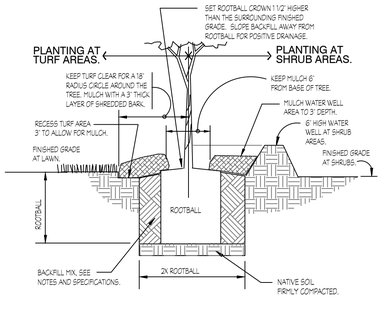


2 SHRUB PLANTING

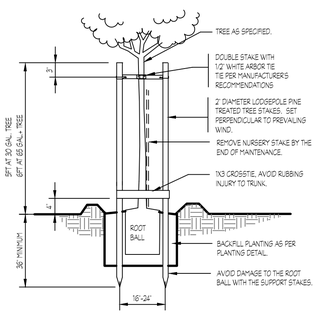


NOTES:
1. CENTER TO CENTER SPACING (O.C.) VARIES FOR DIFFERENT PLANT SPECIES. SPACE EACH VARIETY OF PLANT EQUALLY IN PLANTING AREAS PER SPACING SHOWN ON PLANS.
2. TREES ADJACENT TO BUILDING/STRUCTURE SHOULD BE PLANTED AT A MINIMUM OF 5' AWAY FROM THE BUILDING/STRUCTURE WALL.
3. PALMS SHOULD NOT BE PLANTED CLOSER THAN 5' FROM THE BUILDING/STRUCTURE WALL.
4. VENEER SUPPORTED BY A SHELF ANGLE OR LINTEL SECURED TO THE FOUNDATION SIDEWALL, PROVIDED AT LEAST 6-INCH CLEAR INSPECTION SPACE OF THE FOUNDATION SIDEWALL EXTERIOR EXIST BETWEEN THE VENEER AND THE TOP OF ANY SOIL, SOD, MULCH OR OTHER ORGANIC LANDSCAPING COMPONENT OR ANY OTHER WORK IMMEDIATELY ADJACENT TO OR ADJOINING THE STRUCTURE. PER SECTION 2114, TERMITE INSPECTION, FLORIDA UNIFIED BUILDING CODE, LATEST EDITION.

3 PLANT MATERIAL LAYOUT DETAIL

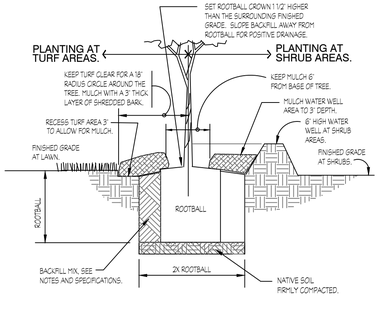


PLANT PIT DETAIL

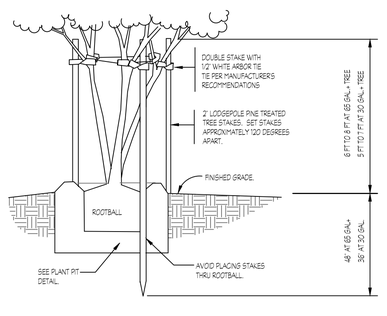


STAKING DETAIL

4 TREE DOUBLE STAKE

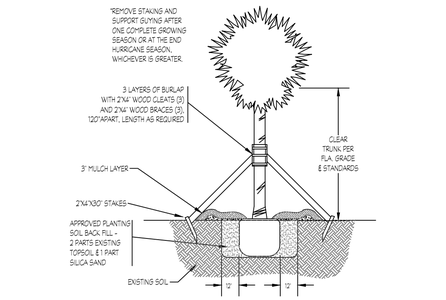


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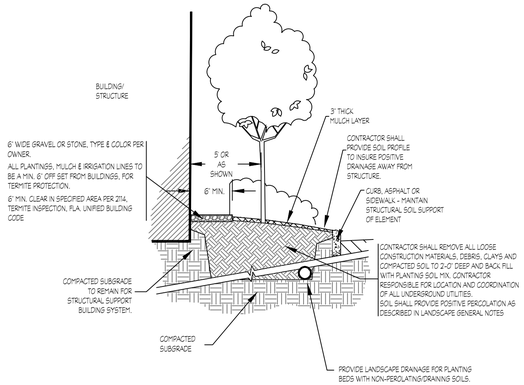


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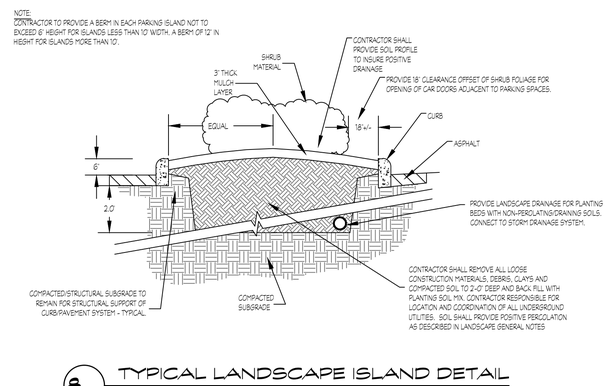
5 TREE PLANTING - MULTI-STAKE



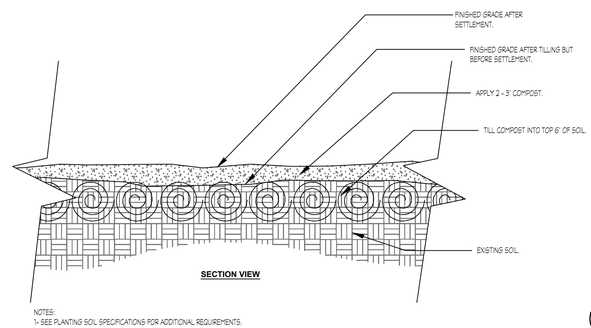
6 PALM TREE STAKING



7 TYPICAL PERIMETER LANDSCAPE DETAIL

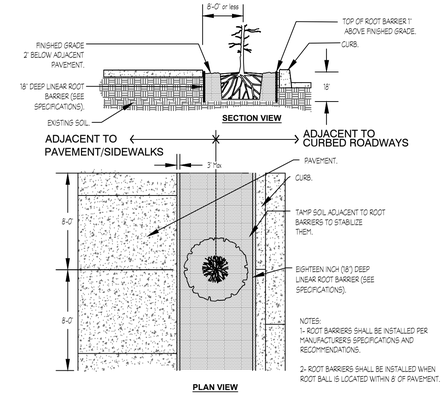


8 TYPICAL LANDSCAPE ISLAND DETAIL



NOTES:
1- SEE PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

9 MODIFIED EXISTING SOIL - COMPACTED SURFACE SOIL



10 ROOT BARRIERS

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Date: 2026.02.10 15:24:33 -05'00'

Revision	Date
1 Rev. per Madeira Beach comments	02/10/26

Project Title
JOHNS PASS VILLAGE RESORT
Madeira Beach, Florida

LANDSCAPE NOTES & DETAILS

Project No. 25-006
Date 10/21/25
Sheet LA4

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TRANSCRIPTION OF JOHN'S PASS VILLAGE PROPOSED PLANNED DEVELOPMENT NEIGHBORHOOD MEETING NOVEMBER 13, 2025

P-R-O-C-E-E-D-I-N-G-S

MR. KARNS: My name is Bill Karns. I think I know just about everybody in the room. I appreciate you coming out for our neighborhood meeting, as part of the plan development process here in Madeira Beach. It's being videotaped so they have it on the record. I wanted to introduce my partner in the development, Marcus Winters. I don't know if you know Marcus, Marcus owns Caddy's. And I've got my future partner to be in this one, Jeff Beggins sitting in the front here. So I'm trying to twist his arm to jump in the pool here with us.

We've got the Beach Maker going on across the street here, should be starting right around the first of the year. I want to introduce Tim Clemmons with Place Architecture, and Greg Glenn, Glenn Greg?

MR. GLENN: No, Greg Glenn.

MR. KARNS: Greg Glenn, I got it right. You never trust a guy with two first names.

So this is our architectural team that the two Gentlemen headed it up, they did a beautiful job designing this resort. We've been working on it for -- jeez, I think we purchased the property

almost four-and-a-half years ago. So it's been a process getting to where we're at today, getting the activity center approved, and now we're going through the PD process. So I'll let Tim and Greg kind of explain what the boards are, and then feel free to look around, ask any questions that you have. Thank you.

MR. CLEMMONS: Good evening, everyone. As Bill said, Greg and I have been -- we first looked at some concepts for Bill about four years ago when we first bought it, but first things first. The city needed to go through the activity center process, which basically, in simple terms, is kind of a rezoning for the Johns Pass Village. And so once that was done, early this year, we started in earnest on the project, and the goal has always been the same though, is to create a high quality, family oriented hotel for Johns Pass Village.

It's something that really is kind of the location of the block. I assume you're all familiar with it. It's a surface parking lot for most of the block. There are four other properties on the block, with businesses in them, but the block is really right in the heart of the village, and we hope that this is really sort of seen as

the, kind of almost the center and the gathering spot for Johns Pass Village.

In terms of just some of the numbers, the property's one-and-a-half acres. We've got 87 hotel rooms. As I said, it's intended to be very family oriented, so there are really more suites. There's some studios, which would really be kind of more conventional hotel rooms. I don't know if it really matters to you all, but there's 20 something of those. We've got one bedroom suites, and we've got two bedrooms. We actually even have three, three bedroom suites. So the goal is really being able to accommodate families to come and enjoy Johns Pass Village, and be right in the heart of things.

We've got about 8,200 square feet of retail space on the ground floor to supplement the other four businesses that are on the block already. And we've also got 8,200 square feet of restaurant space. One restaurant's slated to be on the first floor, you know, on Boardwalk Place. And one restaurant's slated to be on the top of the building, the top floor of the building. The hotel is going to be proposed to be six stories tall, and for the street, the idea is that it really just

appears to be five stories tall, but then the sixth floor is all set back.

It's all recessed around the perimeter of the building, which does two or three things. One, is it helps reduce the scale of the building a little bit, from the sidewalk and from pedestrians walking around the building. And, two, it creates a really bunch of really nice terraces on the top floor. And we're doing something a little unusual, so the ground level is the retail space, the hotel lobby, one restaurant, there's a couple other things we'll talk about in just a second. And then we've got four floors of hotel rooms, and the hotel rooms sort of wrap around the parking garage. So one of the things we wanted to do is hide that parking garage as much as possible, and really create a very pedestrian-oriented and kind of human-scale, almost traditional townscape, if you will, on the perimeter of the building. And then the sixth floor is the fun zone. So all of the swimming pool, the restaurant, the fitness room, the ballroom, and the outdoor terrace, all of that's on the roof of the building. So it's, I don't know that I've ever been to a hotel quite like that myself, but I'm very excited about the concept,

because I just think it'll make it really, really special, basically the --

So in fact, if you stay at the hotel, you would come into a ground floor lobby, but then you would actually come up to the top floor, and then, the first time you come in, and then you would filter down to your hotel room on the third or fourth floor, wherever your hotel room is.

We've been working closely with the City of Madeira Beach Planning Department. We've got Marcy and Andrew here tonight, and all the good ideas are theirs. All the things you don't like, you can blame me, and I'll blame Bill, my client made me do it. But, no, actually the city, we presented a scheme -- maybe Bill doesn't want me to talk about this too much. But we actually submitted a scheme about five months ago to the city, and they came back with some really persuasive suggestions for us, and in my mind, they've all made the project better.

And just to run through those, the city basically asked for four main things, I think. There are several others, but the ones that really matter is they wanted us -- and I think most of you got a chance to come up and look at the board, but

Pelican Lane currently dead ends in this block, as you come south on Pelican Lane. So they asked us to extend Pelican Lane through the block, and that's for, as I understood it, I think that's at least for two reasons. One is to just better distribute traffic through the district, including pedestrian traffic, not just cars, but especially in such a walkable area that right now, people coming from the shopping village, perhaps going down to the boardwalk, kind of, you know, if you're coming down Pelican Lane, you have to jog around. Not that it's that far away, but could we make that a little bit more gracious.

And then another reason for it is it actually gets the loading and the entrance into the parking garage for the hotel, and that's stacking up of cars that happens at hotels off of the city streets. It's not on 129th, it's not on Boardwalk, it's not on East End. So, basically, so Pelican Lane has been extended through. It will remain under private ownership, so that Bill still has to maintain it, and Bill and Marcus, maybe Jeff, still have to -- still have to maintain the road, but it will have an easement on it. So it'll be open for public access to drive and walk through.

And in fact, what we're doing, what we propose, is on the east side, we've got a 12 foot wide by 15 foot high arcade, like you see in a lot of Caribbean cities. So that as you're walking from 129th down to Boardwalk, you could actually be in the shade, out of the rain, out of the sun, and we hope that that's actually -- obviously, it's beneficial to people staying and coming to the hotel, but we actually hope that that's a public benefit as well.

The second thing the city asked us to do is at the southwest corner of the property, and the property consists of lots on the north half of the block and lots on the south half of the block that are a little bit staggered, they're kind of offset because of those four other properties that I've talked about on the block. And so there was this little leg that stuck out from our property at the southwest corner, and what the city's asked us to do, once we brought Pelican Lane through, it created this little part of the property here, is to make that a park, is to make that a green space for the community. And so we've got about a fifth of an acre there that will be improved, and there's a board here that shows the concept, it's pretty

preliminary at this point. But the concept is to have a space that will -- and I forget what it's called, is it the Fourth Friday or the?

FEMALE SPEAKER: Village Friday.

MR. CLEMMONS: Village Friday, so maybe this is, some of the activities and things that happen there could be -- we don't want to take away from anybody else, but maybe it could be supplemented or additional activities could be here. So what we have is a lawn around it with generous sidewalks. At the north end off of the Fisherman's Alley, we have an improved dumpster, because that's where some of the restaurants we currently have are on boardwalk. Really don't have dumpster space on the water, so they use that for trash pickup. So we're enlarging and improving that. And then at the south end off of boardwalk, another little pavilion, there'll be public restrooms. And then in the middle is kind of a trellis, a shaded area with outdoor seating. But also then a little bit of a low-key, but a little bit of a stage area. So, again, on Village Fridays and other activities. And we envisioned the hotel, you know, it'll get used by the hotel as well for weddings or activities, but we also have got, like I said, a

nice public space. That was the second thing the city asked for.

The third is they didn't -- they wanted us to design a building in a way that minimized the exposure of the parking garage. So I've already mentioned that. It is kind of the donut, if you will, the building's kind of organized as a donut. In the garage, actually, it goes up five levels because it's relatively small on each floor, but what we've done is the hotel rooms just wrap around the garage. So the only place where the garage, you can see any of it at all, is on the east end, and that's that kind of beige area here. That's part of the parking garage, but you can see we're putting openings that are the same proportion and similar in pattern to the hotel rooms on the remainder of the building.

And then the fourth main thing that the city asked us to do was to -- because it's a relatively large building compared to others at Johns Pass Village, is to design it in a way that broke it down and made it feel like multiple buildings and not just one collective building. So we really leaned into that, and so basically from each side of the block as you walk around, the idea is to

appear like it looks like either three or four buildings. So it's really sort of subdivided the facade, the perimeter, into like 12 buildings as you walk around the block. They stepped in a foot or two, they stepped up and down a floor, some are four stories tall, some are five stories tall, in terms of as you wrap around, change of materials, change of color. We try to -- this is, from an architectural point of view, this is really tricky, because if you go -- I don't know, I've seen this done before well, and I've seen it done poorly. If you go too far, it just looks business-fied. You know, it's easy to make it look really fake. Actually, Disney does it quite well, to be honest. They have good people, so it's not fair when we say sometimes that kind of thing about -- this kind of thing, Disney does that about as well as anybody.

But if you go and look at traditional sort of town centers, and in this case, again, we were looking sort of at, you know, Florida, beach towns, some of the Caribbean beach towns, John's Pass Village itself, of course, there's usually a fairly narrow range in any given location. You know, if you're in Boston, it's going to be different than San Francisco, it's going to be different than

Madeira Beach. But there's usually, at least in the traditional buildings, a fairly narrow range of window types and window sizes. There's usually a fairly narrow range of, you know, what you see here in John's Pass Village are the pastel colors and the lighter colors, and a fairly narrow range of materials. So, you know, the goal here is to give some variety and life to it, but also make it feel like it, you know, that they play well together.

So, I mean, Marcy, I mean, those are, in my mind, the really main, major things that the city really asked us to take into consideration with developing the design.

As I mentioned, as you walk around -- now, in exchange for that -- okay, so what we're asking the city to do, and what we're asking the community to approve, in approving this hotel is we're building the hotel one floor taller than the zoning allows. Right now, the zoning under the activity center allows for four floors over ground-level retail. We're asking for five floors over ground-level retail, but we did recess the top floor back so that it's not as prominent for the pedestrian walking around the village. And what the current zoning code calls for is, as you go up above the

second floor, you're supposed to step back 10 feet. Because what we showed them is, to do all the things they wanted us to do by giving up the property for the park, by giving up the property for Pelican Lane, and especially by hiding the parking garage and, wrapping the building around it and making the parking garage so small on each floor, to make the parking garage work, it had to go up five stories.

If we had just built the parking garage on the second and third floor of the building, from the end of the block, to the end of the block, to the end of the block, we could have done it in a two-story parking garage. So, actually, it's a somewhat more inefficient parking garage for us, but we love the way it makes it look because you really kind of hide the parking garage. But that meant that we needed to go up five stories instead of three stories before we stepped back the building to 10 feet. So we are asking for one additional floor, and we are asking for some setback relief. And in exchange, kind of, for bringing Pelican Lane through, then the city -- or we're asking the city and the citizens to accept closing Fisherman's Alley from the middle of the

block out to the east end. So once we -- so Fisherman's Alley does remain open at the west end of the block so that the existing businesses still have access to the alley for services, and garbage trucks. And there's the existing alley at the east end of the block behind Walts's will also stay open.

So, again, for the same reasons, that they would have access to services and garbage trucks that they currently have. But, basically, from here to Pelican Lane, we're asking for permission to vacate that portion of the alley because we have, like I said, half our property is on the north side of the alley and half our property is on the south side.

We did show one image, try to give you a sense of how it fits into the context. You know, like I said earlier, it is bigger than most of the other buildings in the area, although you can see a few others that are similar in size. But the way we're trying to deal with -- that is with the setbacks at the top floor, and then, like I said, breaking up the mass and then breaking up the architecture around the perimeter.

I think those are the main things I wanted to

talk about. I know that a lot of you had a chance to come up and look at these, and I'm happy to answer questions now. I'm also happy to stay a little bit longer and talk to you individually one-on-one if you've got some questions about the board.

Does anybody have any questions?

MR. KARNS: I have one.

MR. CLEMMONS: Yeah.

MR. KARNS: You may not know the answer, but I'd like you to share. With the new design of the parking garage being in the interior, you have 200 and ...

MR. CLEMMONS: 80.

MR. KARNS: 280 parking spots.

MR. CLEMMONS: I think. Let me look. Let me look. I brought a cheat sheet.

MR. KARNS: Good.

MR. CLEMMONS: I shouldn't guess like that.

MR. KARNS: Because I think there's about 150 parking spaces on the surface lot now. That's been run by Florida Parking. It was a lease that, when Marcus and I purchased the property, we inherited that lease. Have no control over how much people charge for the parking there. We plan on charging

rates that are similar to what the city charges now for parking. So we have about 100.

MR. CLEMMONS: We've got 100 -- so, I mean, the city zoning code, we're required, with everything that we have, to have 148 parking spaces. We have 266. So we have 118 more spaces than we're required to have. And those -- Bill, those are the ones you intend to rent out, right?

MR. KARNS: Correct.

MALE SPEAKER: Yes. So, of those parking spaces that you're going to have that are more than what are currently there, many of those parking spaces are going to go to people that actually are in the hotel, and then people that work in the hotel, and maybe, you know, whether that's hotel employees, retail managers, and obviously tenants of the hotel. Yes?

MR. CLEMMONS: Yeah, so, I mean, well, we're required to have 148 parking spaces, and those are for the guests, and those are for the employees.

MALE SPEAKER: So how many hotel rooms are there?

MR. CLEMMONS: 87.

MALE SPEAKER: So if everybody was, if the hotel was at max capacity, would every person that

had a hotel there have a parking space? So 87 of those spots could automatically go to those people.

MR. KARNS: Right, but no one -- even like this hotel that we're in now, you know, it's 125 rooms.

MR. CLEMMONS: In today's world --

MR. KARNS: And I can tell you, the garage is half empty. More people are Ubering. They're getting other forms of transportation. They're using Uber from the airport. They're not driving, they're not coming to Johns's Pass to get in their car and drive to Disney World.

MR. CLEMMONS: We are required to have one parking space per hotel room. But, well, in practice, what we find in today's world is that depending on the location, and depending on the type of hotel, it's somewhere between 0.5 to 0.8 parking spaces. Hotels are rarely full, but in season, those will be pretty full, we hope. So let's say it's 95% full, so there's 82 rooms. But then, what we would expect is more like 60, there might be 60 cars here.

MALE SPEAKER: There's an infrastructure in place there that would be supportive of those spots.

MR. CLEMMONS: So A, you're coming to John's Pass Village because there's so much to do in John's Pass Village. And B, they're coming to the beach. And we're going to have shuttles, and we're going to do things to make it easy for people to come here, and spend five days or six days and really not need a car, except if they want to go on an adventure and go down to downtown St. Pete, but then they Uber for that day, or rent a car for that day. What we see is, on the beach hotels, people do come and stay.

But you're right, so a lot of the hotel -- I mean, a lot of those parking spaces will be used by the hotel, and the restaurant, and on a Saturday night when both restaurants are hopping and there's a wedding in the ballroom, yeah, I mean, there's going to be competition for those parking spaces. No question about it. But a lot of time, that's on a Thursday evening like tonight and I guess we're -- are we already in peak season, or is it?

MR. KARNS: Yes.

MR. CLEMMONS: No, after Christmas is peak season. But we're moving towards it, right? We're getting, you know, getting.

FEMALE SPEAKER: And I'll just say, when the

city calculates the required parking, we look at the number of rooms, we look at the number of employees that are going to be staffing that during any given trip. We take into account the restaurant and the businesses there, and then we come up with our calculations. So we've tried to account for the rooms, whatever businesses are going to be there, and that's where the 150.

MR. CLEMMONS: 148.

FEMALE SPEAKER: 148 number comes from. It's based on the calculations that we run based on how that building is going to be occupied.

MR. CLEMMONS: But it was important to Bill and his team, they knew that they would be taking parking away from the district. And so it was important to put back as many of those parking spaces, those surface parking spaces. And what, you know, the commitment Bill just made, and he said it before, is that currently when they bought the property, they didn't control the floor parking. Once this is built, they will, and they'll be able to sort of provide more user-friendly rates for it.

MR. KARNS: It's important, you know, we own the Scully's and the Caddy's building that's there

too, that's --

MR. CLEMMONS: So they have a vested interest in it.

MR. KARNS: We have a vested interest in parking there, that's the only parking for those, but for a lot of the businesses along there.

MALE SPEAKER: The floor parking has a blank lease, you know, they can stay as long as they want. We have no control of floor parking at all.

MR. KARNS: We have one opportunity. Once we break ground on this, then Floor Parking's gone.

MALE SPEAKER: Yes, again, it doesn't mean that.

MR. KARNS: No, I wish I could, but I don't want to get a big lawsuit for the heavy backing of that one.

MR. CLEMMONS: Okay, ma'am?

FEMALE SPEAKER: Once Pelican Lane crosses 129, does it become a one-way?

MR. CLEMMONS: Yes, good question. I should have explained that a little bit better. So, you know, Boardwalk, there's an area -- if you get a chance, maybe come back, there's some arrows scattered around the board, and they help give an indication of direction of travel. But Boardwalk,

you know, as you know, is already one-way. East End is one-way north, right?

MR. KARNS: Yeah.

MR. CLEMMONS: Supposed to be.

FEMALE SPEAKER: Heads to the east. People go the wrong way every day, every day.

MR. CLEMMONS: Yeah.

MALE SPEAKER: Every 20 minutes.

MR. CLEMMONS: Pelican Lane will be one-way north to south. So that basically it's sort of creating this loop around the block, if you will.

MR. KARNS: We're trying to come up with better signage for that one-way, too.

FEMALE SPEAKER: Two lanes or one lane?

MR. CLEMMONS: One lane.

FEMALE SPEAKER: Because it looks like it pulls into the lobby, right?

MR. CLEMMONS: Well, we have drop-off. Okay. So, it's an oversized lane.

FEMALE SPEAKER: Okay.

MR. CLEMMONS: Two cars can probably squeeze down there. But, and then we've also got an addition room for five vehicles. It's 14 -- it's a 14-foot lane.

FEMALE SPEAKER: Okay.

MR. CLEMMONS: And then there's room for five vehicles to queue up in front of the lobby. They pull into the parking garage. I didn't explain coming out of the parking garage, when you -- and we anticipate that most hotel guests, and actually, either whether they're staying there, or they're just coming to dinner, or coming to an event like tonight, that most would probably use valet, but I don't know if you can find it. That's an operational thing there. But, it works really quite nicely, because people come in for the -- again, for the hotel, and we talked about public and hotel. When you come in, you can pull in one of these five spaces. You can drop off. Obviously, the first time you arrive at the hotel, you use that. And then, the valet would take your car and park it, and you can just go up the elevators.

Or, let's say now, you do have a car, and this is your third day and you wanted to go somewhere in a car, then, presumably -- and, again, this is an operations thing, that we just haven't gotten there. It depends on who we wind up working with as the operator of the hotel. But, if you self-park, and you pull in and go up to the third floor and park, because of your hotel.

One of the cool things about this building is that the parking garage floor is aligned with the hotel room floors. So, presumably, we can set it up where if you're staying on the third floor, there's a good chance that your parking space could be on the third floor. Then, you can just walk from the parking garage sort of into your floor.

But, anyway, you can self-park and do that, and then when you leave, you come down, you actually come out directly under 129. That way, half the traffic is not coming onto Pelican, or Boardwalk, or East End. We're trying to keep those more pedestrian-oriented. So, we're really allowing the public to come through the block. You aren't having anything to do with the hotel. You're going to Walts's, you know.

But, the hotel traffic, the parking garage traffic, comes in off of 129th and Pelican Lane, and it goes back out to 129th, and again, it stays off of Boardwalk, and it stays off of East End, and off of Village Boulevard, for that matter. So, 129th is, you know --

MR. KARNS: Everyone knows that Village Lane, and the 129th, that intersection there is pretty crowded, you know. Cars coming and going, so

that'll alleviate a lot of the traffic.

MR. CLEMMONS: Trying to disperse it, but also trying to keep it away from the waterfront. You know, keeping the traffic as much as possible off the waterfront. We really want to see Boardwalk Place. The city's also requiring us to build and resurface Boardwalk place, and we have to have minimum 10-foot wide sidewalks all around the center of the building.

Yes, sir.

MALE SPEAKER: The concept of the hotels look very good to me. The building looks impressive, but I have a couple concerns.

MR. CLEMMONS: Okay.

MALE SPEAKER: Because we live on East End land, and we have two ways to access to our home. It's the Boardwalk Lane, or the Fisherman's.

MR. CLEMMONS: House?

MALE SPEAKER: Yeah. And now, the way I understand now, it looks like it's blocked. No through traffic. It's just, right?

MR. KARNS: Fisherman's is blocked.

MALE SPEAKER: Yeah, so it means that with our access to our houses, Boardwalk Lane. We cannot use 129 before East End Lane, sir.

MR. CLEMMONS: I understand, yeah. So, that's true, we are proposing to block off Fisherman's Lane, we are improving Boardwalk, and we are creating a cut through, or by extending Pelican Lane through.

MALE SPEAKER: We think we still have to use Boardwalk Lane. Now we cannot use a Fisherman's Lane.

MR. KARNS: You have to use Boardwalk Lane.

MALE SPEAKER: The reason I say, even now, sometimes the people, they do the truck delivery, or the trailer service for.

(Talking simultaneously.)

MALE SPEAKER: Service for jet ski, whatever, and usually, they block that lane, and I have to use Fisherman.

MR. CLEMMONS: Yeah, so --

MALE SPEAKER: Or they have the event, you know, do them some music, whatever, I use Fisherman, go back to our house.

MR. CLEMMONS: Something very important that I left out. So, the other thing that we worked with the city on is, currently there's three parallel parking spaces on Village Boulevard, right here. Those are going to go away as regular parking

spaces. And that's going to become a truck-loading space. Because right now, we know that the trucks just park in Boardwalk to service the restaurants. So that, the city's very aware of the issue, Bill's aware of the issue, Marcus is, because he owns a restaurant there.

So this is going to become the area where the trucks servicing the restaurants and the other businesses along Boardwalk Park, and in exchange, we're providing two parallel parking spaces here. So we're losing three here, we're gaining back two here. So there is a net loss of one parking space. But we're getting -- the city's getting a designated, very accessible, very easy to navigate, and out of the way parking, truck parking space.

I mean, it's long enough for one of those big Cisco trucks that's the length of this room, or two of the -- what are they called, the panel trucks or the box trucks.

MALE SPEAKER: Yeah, but I think that the traffic still makes it difficult for our property, access to our property, because with the 200 parking lots over there, look at the traffic of the cars, and with the Pelican Land, go to the Boardwalk, you don't create a loop, it means more

cost, more cost going out to the East End Land.

MR. KARNS: Question for you, Marcy. How wide is East End?

MARCY: (Inaudible) I'm not -- I have to look at it.

MALE SPEAKER: It's very narrow, it's like Boardwalk Lane.

MR. CLEMMONS: No, no, the paving is, but the --

MR. KARNS: Right of way is wider.

MARCY: Yeah, the right of way is wider.

MR. KARNS: You know what I'm getting at, Tim. I understand exactly what he's saying, is --

Marcy, if you look, it's actually, here's the property line right here, look how much -- now, the problem is, I don't know if there is -- yeah, there was, because that property line, there's 15 feet between the property line and the current curve.

MR. KARNS: Yeah, what do you think?

MARCY: I think we have to look at it.

MR. CLEMMONS: I think it's --

MR. KARNS: It's something worth looking at, because I understand what he's saying, a solution.

MR. CLEMMONS: It is a wide one-way right now, but it's not wide enough two, but it's like 16 feet

wide. So actually, there's four to six more feet.
MR. KARNS: Maybe we, maybe we could --
MALE SPEAKER: Can we use a 129 for a week?
MR. KARNS: That's what I'm thinking. Yeah, you come down, come down 129, and come down.
MALE SPEAKER: Yeah, yeah. So that way, we're happy.
MR. KARNS: We might be able to widen that road enough.
MR. CLEMMONS: Just for you.
MR. KARNS: It'd be two lanes.
MR. CLEMMONS: One house.
FEMALE SPEAKER: No, for us.
(Talking simultaneously.)
FEMALE SPEAKER: No, no, it's Waltz for Shucks, so our parking spaces -- so it is an issue. And realistically, in the ideal world, every day, there's 10 trucks. You know, there's Amazon, there's, you know, UPS, there's -- realistic, on certain days, there's not just two trucks. And so, we access --
MR. KARNS: There's more than two at a time, exactly.
FEMALE SPEAKER: We access our properties 10 times a day, you know, during the day.

MALE SPEAKER: I do, I use Fisherman's Alley nonstop.

FEMALE SPEAKER: So we use Fisherman's Alley nonstop, and so do our customers for 21 years. So when there's a roadblock in John's Pass or something going on, all our customers go through that.

MR. KARNS: They know that's a secret way.

FEMALE SPEAKER: Yes, and so.

MALE SPEAKER: So that's just a one-way.

FEMALE SPEAKER: If the Fisherman's Alley is one way, and now it's going to be a six-foot wall.

MR. KARNS: I'm not saying, no one can exit out of Fisherman's.

MR. CLEMMONS: They have to go back up to 129.

MR. KARNS: They have to go back east end of the property --

MR. CLEMMONS: But that's how they can get to, you're saying --

MR. KARNS: -- to exit the property.

MR. CLEMMONS: Yes, in other words, they can come in off of Fisherman's, but they have to leave up at 129, still. Currently, now.

MALE SPEAKER: And to his point, when we have the Seafood Festival, granted it's only one day a

year, there's a giant stage at the end of Boardwalk that would completely prevent them from getting to his house, because it stops at the end of Boardwalk, and there would actually be no place to --

FEMALE SPEAKER: And more for any of our customers to access the restaurant.

MALE SPEAKER: I mean, you could just stop at the stage there, of course, but that's --

(Talking simultaneously.)

MALE SPEAKER: Sometimes they have the stage back at John's Pass, and it's always efficient once you get back to the restaurant.

(Talking simultaneously.)

MR. KARNS: When there's a problem, they don't want you to be worried about a problem that they're solving.

MALE SPEAKER: Yeah, but I mean, it's like a giant barrier right there.

MR. CLEMMONS: I get the point --

MR. KARNS: It would also solve the issue during Seafood Fest.

FEMALE SPEAKER: We need it from an emergency standpoint.

(Talking simultaneously.)

MR. KARNS: So that blocks up Boardwalk's place to get down there. He's got a stage out front, right?

FEMALE SPEAKER: Right.

MR. KARNS: Cars can't get down there. So if there's a way, I'd really like to see.

MR. CLEMMONS: I think we should talk to Sean tomorrow.

MR. KARNS: Yeah, I'd like to see what we can do about this.

MALE SPEAKER: Not even all the way, just so there's enough to get to see who's parking, you know?

MR. KARNS: And the people out, you know? I think that's a viable solution, if Sean can come up with the -- I know it's a little wider there. I don't believe it's wide enough, though, for two lanes, if I have to --

MR. CLEMMONS: The (inaudible) is four feet. You can see it, how much. Right there is right-of-way there. We were going to rebuild that sidewalk anyway.

MR. KARNS: Right.

MR. CLEMMONS: So, obviously, the city would have to approve this, but.

MALE SPEAKER: Just so you know, a lot of the beer trucks and stuff park on East End, nonstop, and then they come back and deliver to Sculley's, deliver because other trucks are already blocked, so they'll back down.

MR. KARNS: They won't have to do that with the new loading and unloading zone that's been created on the other side.

FEMALE SPEAKER: It's a lot of people, of having J.J. Taylor, Great Bay, UPS, to time, you know, 200 businesses with the Shell truck and things like that. I mean, it's not realistic that only two places for trucks. That's all I'm saying. There is going to be traffic issues still on certain delivery days.

MR. CLEMMONS: No, I agree. I mean, the point is, right now, there's not any dedicated truck parking.

FEMALE SPEAKER: There isn't, you're right. I think it's a great solution.

MR. CLEMMONS: By creating two, or one giant one or two regular sites.

FEMALE SPEAKER: We're saying positive about it.

MR. CLEMMONS: Yeah, we hope that that'll take

a good share of the -- yeah, we know that there's peak time. You said you had two.

MALE SPEAKER: Yeah, I had two. And this is for whatever decision, and this is one of the things scaring me because I live so close to the big building, and in case of fire, okay, and a lot of people live inside the hotel, panic going out, and we live very close, and maybe we have to evacuate too, because that's a big building. And only two access, 129, go to John Pass or the Pelican Lane. So I wonder how the city have any plan for evacuation if something like that happens. Fire truck coming in, ambulance coming in, police coming in, people here panic trying to get out. You know, and 129, I think, why we live in there, it's the land.

FEMALE SPEAKER: And the apartments.

MALE SPEAKER: Yeah, we can go back to the 129, but 129 is just a dead end. So this is really scary. I wonder how the city have any plan.

MR. CLEMMONS: We have met with the fire department.

MR. KARNS: Where exactly, if you could show me, there is your house located?

FEMALE SPEAKER: Right next to Walt's Shak.

MALE SPEAKER: It's really scaring me. To the right. To the right.

FEMALE SPEAKER: East End, that house. So he has apartments, he's got a main house.

MR. KARNS: Yeah, right here?

MALE SPEAKER: Yeah, it's right there. Right there.

MR. KARNS: So if you look at it, you can see a blue line. Right there?

FEMALE SPEAKER: Yes. He's got apartments, a mother-in-law suite, and he'll have four places.

MR. CLEMMONS: So we have met with the fire department --

MR. KARNS: So today, when they have Seafood Fest, and they have the --

FEMALE SPEAKER: Village Fridays.

MR. KARNS: -- village Fridays --

MALE SPEAKER: They block everything they use.

MR. KARNS: This is closed here, right?

MALE SPEAKER: Yeah.

MR. KARNS: So you can't get there that way.

MALE SPEAKER: I can't do that.

MR. KARNS: Right? You can't get here?

MALE SPEAKER: Yeah, they block it.

MR. KARNS: You can't get here on Village Lane

now, right?

FEMALE SPEAKER: Fisherman's Alley. Fisherman's Alley, yes. They open it for us. They open it. They actually block --

MR. KARNS: Oh, they block it.

FEMALE SPEAKER: So that people can't go.

MR. KARNS: Through.

FEMALE SPEAKER: So they block it like Delosa's down.

MR. KARNS: And then you go out that way.

MR. CLEMMONS: They charge you 25 bucks, of course.

FEMALE SPEAKER: No. It's free parking at Walt's Fish Shak, and it's free parking at his house.

MR. CLEMMONS: So we have met with the fire Department. So the building, because it's a six-story building, has to be built out of concrete, has to be built out of non-combustible materials. I'm not saying it can't have a fire, you know.

MALE SPEAKER: No, I mean, just emergency.

MR. CLEMMONS: Oh, emergency.

MALE SPEAKER: You know, I just imagine the people panic.

MR. CLEMMONS: Fires are very, very rare in modern buildings.

MALE SPEAKER: And ambulances come in, and trucks.

MR. CLEMMONS: Right.

MALE SPEAKER: And how, you know, and we live so close to them.

MR. CLEMMONS: In a real emergency, people aren't driving, going to get their cars, and drive down to a three-story parking garage.

MALE SPEAKER: You don't want to tell me the people get in the car and try to drive out.

MR. CLEMMONS: I'm saying in the middle of a fire. In the middle of a fire.

MR. KARNS: Tim, here's another potential solution.

MR. CLEMMONS: Yep.

MR. KARNS: So, what if they came through here, and came right out there?

MR. CLEMMONS: Yeah, if I drop our green space at 14.9%, but.

FEMALE SPEAKER: We can round.

MR. KARNS: That might be a solution, because then you can still --

MR. CLEMMONS: We actually might be able to

design it where somebody can drive through the parking lot.

(Talking simultaneously.)

MR. KARNS: And then come out on Fisher --

FEMALE SPEAKER: That's what he would like.

MR. KARNS: And then have it come out on the Fisher. So, it'd be just like what you have now.

(Talking simultaneously.)

MR. KARNS: That might be a good solution for everybody.

MALE SPEAKER: Thank you, Bill.

MR. CLEMMONS: Now, wouldn't it be normal. So, that'd be like the same thing now. On the village Fridays.

MALE SPEAKER: Yeah, you know, at least we have some --

MR. CLEMMONS: Bill, that might be useful for your garage, anyway.

MR. KARNS: Yeah, I mean, it could provide another means to get out servicing.

(Talking simultaneously.)

FEMALE SPEAKER: All the deliveries of that hotel go through that door.

MR. KARNS: There's this house.

FEMALE SPEAKER: Yes, and apartments.

(Talking simultaneously.)
MR. KARNS: Oh, this comes off the one. Is that your idea?
FEMALE SPEAKER: Yeah, the other.
FEMALE SPEAKER: If it works, yes. If it's successful, then yes.
MR. CLEMMONS: I've had so far, all your ideas have been good ones. All of -- all the bad ones are mine.
MR. KARNS: I mean, this is the exact reason why -- we have.
MALE SPEAKER: Can we do the one-ten-and-nine again? Because I prefer to do one-ten-and-nine.
FEMALE SPEAKER: So, what we can do is we can go back.
MR. KARNS: One-ten-and-nine to what?
FEMALE SPEAKER: He likes the first one.
MR. KARNS: You like the first one? Yeah, the first one.
MALE SPEAKER: -- promise me.
MR. CLEMMONS: We can't promise it tonight.
MR. KARNS: I can't promise it, but I can promise you that we'll do everything that we can. We have the neighbor in the back hiding back there so we can put a lot of pressure on him.

(Talking simultaneously.)

MR. KARNS: One of the things that we wanted to do with this hotel is activate that side of John's Pass because a lot of the activities that we're doing --

(Talking simultaneously.)

MR. KARNS: -- john's Pass.

MR. CLEMMONS: So, there's the trash room, there's the loading dock, and there's a service elevator.

MALE SPEAKER: Okay. Got it.

MR. KARNS: So, deliveries to the hotel come down 129, just come right, and it shows up right here. So, this is 129. There's a car coming out of the garage. That's the trash room door, that's the loading dock door.

FEMALE SPEAKER: Got it.

MR. KARNS: So all sorts of deliveries are inside the building. Garbage truck doesn't drive inside the building. On trash day, that door's out, and then they pull it out to the front, and then they (inaudible). But the service trucks, yeah.

MR. KARNS: The other thing we were trying to do here is there's a blown out ice cream store

here. There's a spice and tea here. And that's all the retail that's really there. By having the cafe and the lobby of the hotel and then the retail, we're trying to activate that area for pedestrians to walk around. They can go all the way around the whole block.

MR. CLEMMONS: Not on the west side, because there's houses, there's single-family houses. On the east side, because it's residential. But there's -- so yeah, I didn't mention that. The hotel lobby's right here, right by where the drop-off is, but there'll be a cafe incorporated into the lobby, which will be open to the public, and then there's retail space along here, here. This is where we envision the restaurant --

Actually, Bill, you can talk if you'd like to.

MR. KARNS: Yeah, we don't know. Whatever the tenant would want.

MR. CLEMMONS: Yeah, so, but we do want to -- parking lots are kind of dead zones in terms of great for -- it's great to have places for people to park, but it's also great to have continuity of retail and restaurants to encourage people to walk. So we think the parking lot would be better because you still get the parking, but then you get that

retail and restaurants on the ground level.

FEMALE SPEAKER: Marcy, are you -- they mentioned earlier about the trash receptacle being kind of where Fisherman's Alley is. Now, are we thinking that all of Boardwalk Place East are now going to be located there? I think it's kind of hodgepodge right now, where some of them are over in the Florida Parking Company, and some of them are against the building, and some of them are on the side of the building.

So just from a raw --

MR. KARNS: I thought down here was just the one that's used, not a location now.

MARCY: That's where we're under the impression of is the ones that were coming using that location and would just continue to use that location, but are you saying that there's --

FEMALE SPEAKER: Yeah, because even Jeff's building now has theirs as a Florida Parking Company because Don Stock was throwing fish into that -- into that receptacle, and that might kind of help with even the garbage going up, the truck going up and down. And maybe if we made it a common area, I don't know how that would, billing and operationally that would work, but that might

aesthetically look a lot better.

MARCY: So when we get down to that, collectively look at the structure of that, I think it would make that (inaudible).

FEMALE SPEAKER: Jeff was saying, it would be a lot better, of not losing those folks.

(Talking simultaneously.)

MARCY: We'll go down there and kind of walk through everybody's situation and figure out what --

FEMALE SPEAKER: Yeah, because there's not really any consistency down there as far as where everyone keeps theirs.

MARCY: Okay.

FEMALE SPEAKER: It's kind of where everyone is.

MARCY: That's a great point.

MR. CLEMMONS: Other questions or comments?

FEMALE SPEAKER: And then we were talking about it earlier, but all of our water lines on Boardwalk Place East are underneath Florida Parking, so.

MARCY: Yeah, so part of that will be the relocation and utilities for the project, yeah.

FEMALE SPEAKER: And electrical will be?

Because all of our poles are in the parking too.

FEMALE SPEAKER: Yeah, what happens, like, that's a good point. So for our apartments, the Duke Energy, we pay for that electrical in the Fisherman's Alley. I mean, that's part of the lighting for the apartments. And now there will be a building. Like, the actual parking garage will be there.

MR. CLEMMONS: Duke Energy will have to set a new transformer.

FEMALE SPEAKER: They'll have to move it out.

MR. CLEMMONS: Which they'll have to pay for.

FEMALE SPEAKER: No, the actual light is, for the apartments, is technically on.

FEMALE SPEAKER: Oh, yeah, yeah.

FEMALE SPEAKER: Because you guys walk the docks, so.

MARCY: Like a street light?

(Talking simultaneously.)

FEMALE SPEAKER: Like street lights all the way around the right. And then there's street lights.

(Talking simultaneously.)

MR. CLEMMONS: -- a lot of detail. I mean, there would be street lights around it, and to the

extent that there's still that 50-foot section of Fisherman's Alley, is that where it is?

FEMALE SPEAKER: Yes.

MR. CLEMMONS: Here?

FEMALE SPEAKER: There's like four of them, so that's.

MR. CLEMMONS: Yeah, I mean, the ones that are here would go away, but the ones that were here would either stay or be replaced with new ones.

FEMALE SPEAKER: They'd have to move. Because right now, ironically, the pole is there.

MR. CLEMMONS: Right.

MALE SPEAKER: And actually, there's one more pole that my house will be (inaudible). I see the -- I go all the way from Fisherman's Alley.

FEMALE SPEAKER: So they're all, our electric is on there.

MR. CLEMMONS: And then, right, so that's what I'm saying. So that's why I thought it was just the electrical service.

FEMALE SPEAKER: They all combine to us, to our places.

MR. CLEMMONS: Right, so there'll be a new transformer, because obviously with the hotel, there's going to be more demand for electricity.

So they'll have to do the calculations, where here's how much is currently being used off of your buildings, and then whatever buildings you're using, that power coming down that alley. Add the hotel to that, and then they'll put in place a new transformer.

We've actually left -- we envisioned -- but we haven't talked to Duke Energy yet. We envisioned the transformer being here, near the east end of the block somewhere, where there's some nice, relatively green space. One thing we did, because we realized there was residential here, we did set the building back. We're trying to create a really, a little bit larger, just green space, with landscaping, just to sort of soften the building. But the transformers will be here, so it would be very convenient to reconnect, reconnect, reconnect the existing users of electricity on the east end of the block.

MALE SPEAKER: What would be a reasonable time frame to clear that area, and then put that, and complete this project?

MR. CLEMMONS: Bill?

MR. KARNS: Yes, sir.

MR. CLEMMONS: I've been asked about the

timeline. If you'd like me to say, or would you like to say?

MR. KARNS: Well, I'm 67 now. So, I'd like it sooner rather than later. Well, I think the timeline is, you know, having the neighborhood meeting here. We have to go before planning and zoning meeting. I think we're trying to schedule that in December.

MALE SPEAKER: You mean this December?

MR. KARNS: No, for planning and zoning. That's another city meeting. And then it'd be January, February, to go before the Board of Commission to get the final approvals. So, say February. Then I turn it over to Tim and his team to do the construction drawings.

MR. CLEMMONS: Yeah, it'll take pretty much most of the rest of next year.

MR. KARNS: Oh, I'm 68.

MR. CLEMMONS: No, I'm 66, Bill, so I'm right behind you.

MR. KARNS: Yeah, so you've got to get going.

MR. CLEMMONS: Yeah, but if you made me work twice as fast, I'll be older than you by the time I finish this job.

MALE SPEAKER: We just want Florida parking

gone.

MR. KARNS: Yeah, so.

MR. CLEMMONS: Construction will start in early '27?

MR. KARNS: Probably. Probably.

MR. CLEMMONS: Probably pushing.

MR. KARNS: So, it's early, and that early is October.

MR. CLEMMONS: So, I'd say September. No.

MR. KARNS: So, yeah, it should be in early '27.

(Talking simultaneously.)

MR. CLEMMONS: So, say that again.

MR. KARNS: Probably groundbreaking sometime early 2027. That building's going to be about a 20-month construction period, and.

MR. CLEMMONS: It's open until the end of the '28.

MR. KARNS: Yeah, end of the 28th. End of the '28. I'm 73 years old, Tim. Holy shit, I better get back there.

MALE SPEAKER: So, so, so you're, when you say early '27, you're thinking like, beginning the project in like a February, March time frame?

MR. CLEMMONS: Somewhere around that.

MALE SPEAKER: So, when we start, when we start with something, as opposed to starting at some time, and we don't have any like a (inaudible).

MR. CLEMMONS: Well, actually, I get your point.

MR. KARNS: The nice thing about that, construction-wise, it's not going to disrupt anything, any of the businesses around there, because the four lots that were given up on the west end of the property, that's going to be your construction laid down, that's where your crane's going to be. So all the construction activities will be on the west side.

MR. CLEMMONS: And from a construction point of view, we like to start projects in the early part of the year, because it's drier, and it's cooler, and we're not in the hurricane season.

MALE SPEAKER: And you said, how many do you think is my favorite?

MR. KARNS: Probably 18 to 20 months of construction time here.

FEMALE SPEAKER: So March, really, our only season, from a business standpoint, is Valentine's Day to Easter. That's real season. So that's why

he's asking, because that's when all the spring breakers are coming, and so it's really important for us to have our business right then. Because those eight weeks are really important to every business in John's Pass. And that's, you know, it's really our, what we --

MR. KARNS: And we live that, too, with the businesses that we have in John's Pass, for instance.

MALE SPEAKER: The rest of the year is break-even.

FEMALE SPEAKER: No, not anymore, because of the hurricanes.

(Talking simultaneously.)

MR. CLEMMONS: Break-even for 10 months, to try to make their money, and then they work separately, you know.

FEMALE SPEAKER: And ours is Valentine's Day to Easter.

MR. KARNS: And Easter comes early this year.

FEMALE SPEAKER: Yeah.

MALE SPEAKER: But you guys are also plan development, right?

MR. KARNS: Correct.

MALE SPEAKER: What is the definition of plan

development?

MALE SPEAKER: Rezoning the property. So currently, the property is zoned C1, John's Pass Village Activity Center. So plan development's then rezoning to a different zone category, that, where they ask for certain --

MALE SPEAKER: They ask for more money.

MALE SPEAKER: In exchange for their certain, their amenities, or other things the city asks for, and then there's a development agreement alongside that's adopted.

MR. KARNS: It's a negotiation between the city and the developer. In order to get a little, you gotta give a lot.

MR. CLEMMONS: We're not allowed to build any --

MALE SPEAKER: What is the city getting out of green space?

(Indiscernible.)

MR. CLEMMONS: So we don't get any extra hotel rooms. We don't get any extra retail space. We can't build a bigger building, but we can maybe, like you said, we want to make it six stories instead of five stories. But if we were allowed to build it bigger, we would just have to spread, you

know, it's just like, you want it like this, or a little bit more spread out, a little bit lower. The problem with that is that we couldn't hide the parking lot. So what the city's asked us for is the green space, the little park, Pelican Lane to come through the block, to do improvements on Boardwalk Place.

MR. KARNS: And any infrastructure that needs to be done.

MR. CLEMMONS: And the sidewalks, we're going to do sidewalks around the block.

MALE SPEAKER: Parking.

MR. CLEMMONS: And originally they had asked us to provide that truck parking space on our property. So originally we had proposed that the truck parking space be here, but we met about a month ago, and really all of us agreed that that's an inconvenient location for the trucks because of these sharp turns. And it's still too far away from right where Boardwalk is, so it was actually getting the city's suggestion what if we put that here, but then you give us back, you know, public parking, parallel parking spaces.

MALE SPEAKER: Which three are you considering taking out?

MALE SPEAKER: The one in front of the park or in front of my restaurant? The three in front of my restaurant or across the street.

MALE SPEAKER: Across the street.

No, I'm sorry, I didn't know where your restaurant was.

(Talking simultaneously.)

MR. KARNS: He's on the east side.

(Talking simultaneously.)

Yeah.

MARCY: We could time that too, like between these times and this, if it works. Like this time, this time is loading and unloading, the rest of the time --

MALE SPEAKER: It used to be we all -- the restaurants used to say, you're out here by 11. That's 11, we don't want to see a truck.

(Talking simultaneously.)

MALE SPEAKER: It stopped a long time ago.

FEMALE SPEAKER: Because the guy moved on.

MALE SPEAKER: New restaurants came in, didn't know the rules.

MARCY: That's a good point, Marcy.

(Talking simultaneously.)

MARCY: We had this guy, but he left. Like

Budweiser and J.J. Taylor. We can't play with them.

MALE SPEAKER: Nobody gets deliveries at 5 o'clock in the evening.

MALE SPEAKER: They do sometimes.

FEMALE SPEAKER: It was sweet, 7 to 9:30, and they were gone. They were firm.

(Talking simultaneously.)

FEMALE SPEAKER: It's new guys.

MALE SPEAKER: We can look at it, because most of our food guys, they have the key. They put their own stuff in during the night. So, you know, things are a bit different, but we can also look at it at 9:00 p.m.

MALE SPEAKER: Yeah, we try to get out of there. We don't have a really good back entrance, in my place. That's the front door. They have to be out of there by 10:30, is what I asked them to do.

(Talking simultaneously.)

MALE SPEAKER: When they turned, and they got into the sidewalk, I saw that, yeah.

MR. CLEMMONS: We can work on that, that's not a problem.

MALE SPEAKER: Maybe limit the size of the delivery truck. It's (inaudible).

MR. CLEMMONS: You guys know how all your businesses work.

MALE SPEAKER: It's like, yeah, yeah, form versus function. Yeah, we need to make those things happen to make the building a better place. The trucks and the land, yeah.

MALE SPEAKER: I agree with that. The truck drives as well as our restaurant.

MARCY: Yeah, that's probably something we could do.

FEMALE SPEAKER: I mean, the fish trucks, I mean, it's an issue with the fish trucks. It is.

MR. CLEMMONS: No, you're not wrong. It's really, the hotel helps all the businesses around there, of course.

FEMALE SPEAKER: That's not the issue.

(Talking simultaneously.)

FEMALE SPEAKER: It's the newer businesses. Us, that have been in business for 20 years, we do the same thing all the time. (Inaudible) Brothers.

MR. CLEMMONS: Any other questions, comments?

FEMALE SPEAKER: So, we're going to stand by this vote. We're not happy about the closure of Fisherman's Alley because it affects our properties 100%. So, we have to fix 129th so that we can do

something. Otherwise, we're not happy.

MALE SPEAKER: It seems like the two options are either, is it possible to two-way East End Lane or is it possible to have a garage connection to Fisherman's Alley through the garage so you can drive through?

MR. CLEMMONS: That's an easy one.

FEMALE SPEAKER: Or some combination.

MR. KARNS: To open that up.

FEMALE SPEAKER: So, we could go through it.

(Talking simultaneously.)

MR. KARNS: No, I would commit to that.

(Talking simultaneously.)

FEMALE SPEAKER: Honestly, we would like it to go to Fisherman's Alley that we could still go through. That would be better for us because --

MR. KARNS: You can still go through, but you're going to have to make a little jaunt because of the way the retail is. So, it's not going to be a straight line.

FEMALE SPEAKER: We don't need a straight line.

MR. KARNS: No, on an original plan that we have --

MALE SPEAKER: I like the first one.

(Talking simultaneously.)

MARCY: We have to figure out how to run traffic around. That's the problem. It's just dead end traffic.

MR. KARNS: I'm willing to do either one to make sure that you and Sue have access to your home and businesses.

MALE SPEAKER: I think that's a good idea.

FEMALE SPEAKER: Yeah, 12th of opening that would be great. Yeah, I have to go, too, because I have to get to another meeting.

(Talking simultaneously.)

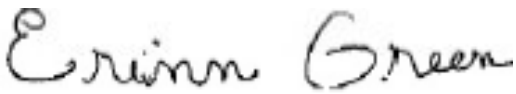
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CERTIFICATE

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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TRANSPORTATION ANALYSIS

John's Pass Village Resort

Prepared for:

JPV Hotel Property LLC

Palm Traffic
Engineering + Planning

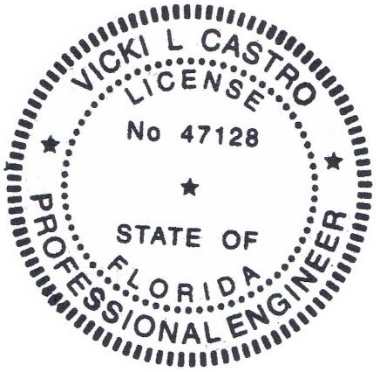
Transportation Analysis
John's Pass Village Resort

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

Turning Movement Counts

FDOT Seasonal Factors

Intersection Analysis

PROJECT OVERVIEW

The purpose of this Transportation Analysis is to support the proposed project located south of 129th 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 129th Avenue East
- One (1) full public access to 129th 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, 11th 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

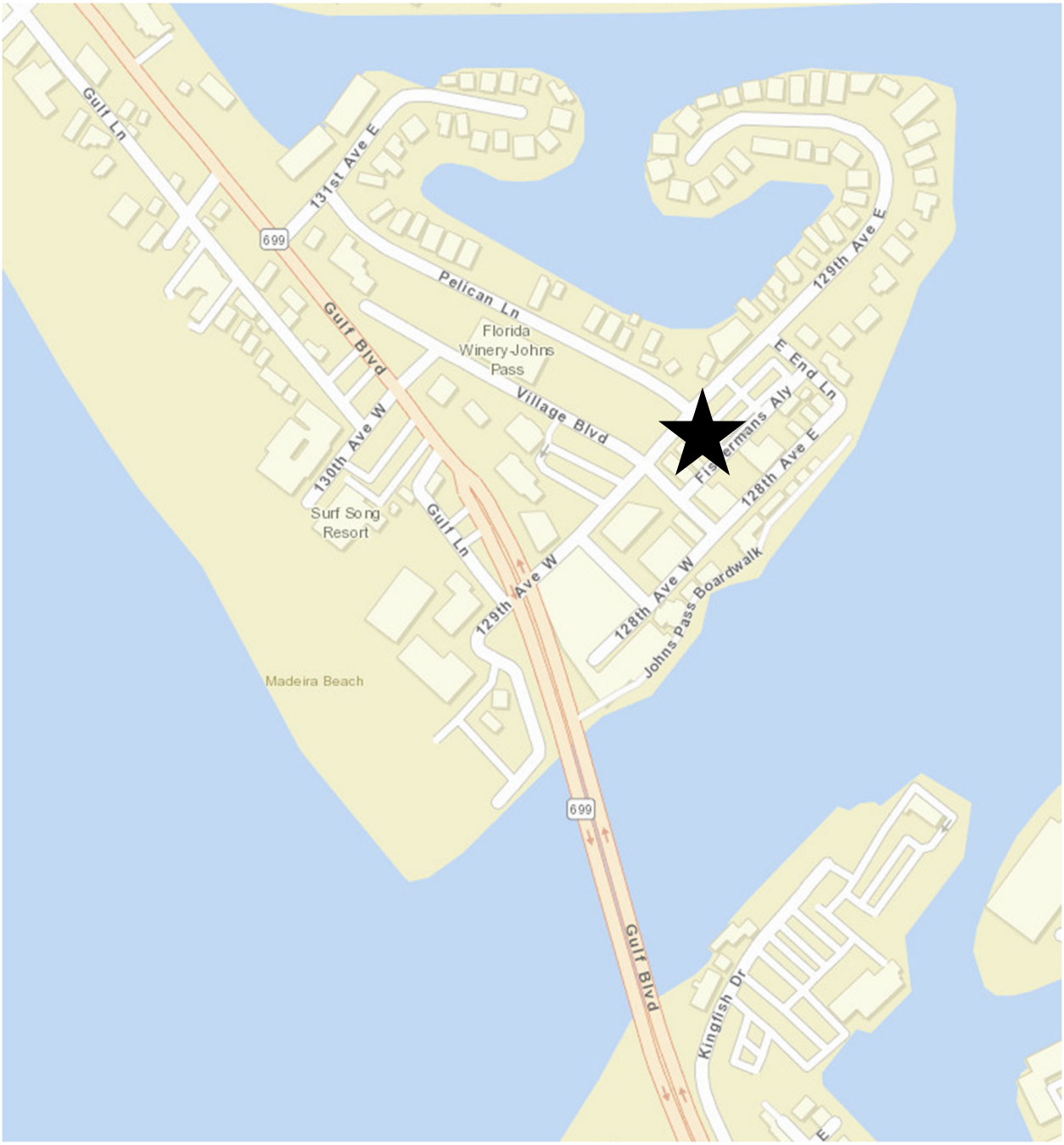


Table 1. Estimated Project Traffic

Land Use	ITE LUC	Size	Daily Trip Ends (1)	AM Peak Hour Trip Ends (1)			PM Peak Hour Trip Ends (1)		
				In	Out	Total	In	Out	Total
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	298	55	15	70	22	62	84
		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.

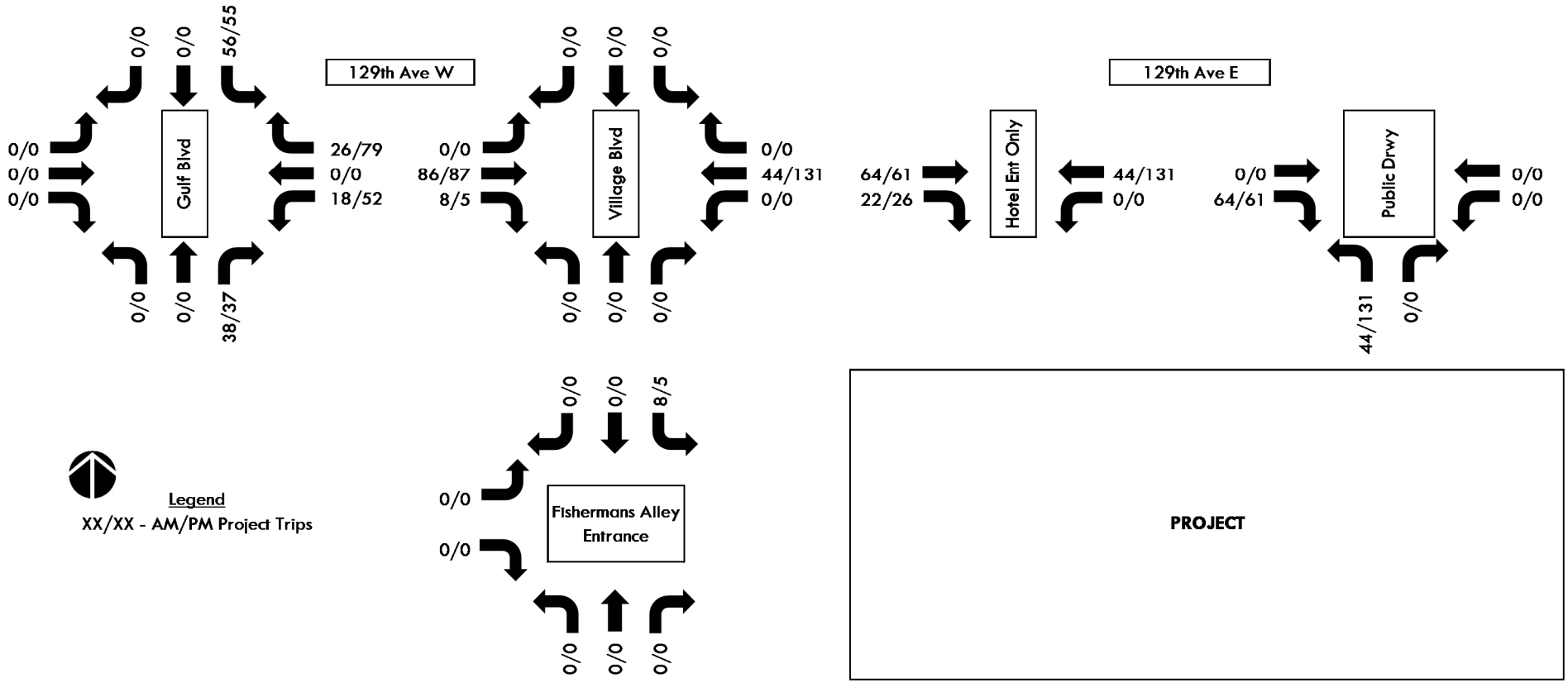
BUDGETED IMPROVEMENTS

As stated previously, the site is located south of 129th Avenue East and east of Gulf Boulevard. Gulf Boulevard is a four (4) lane divided roadway. 129th 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

Time	North (60%)		South (40%)		Total	
Period	In	Out	In	Out	In	Out
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 129th Avenue West
    - Village Boulevard and 129th 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

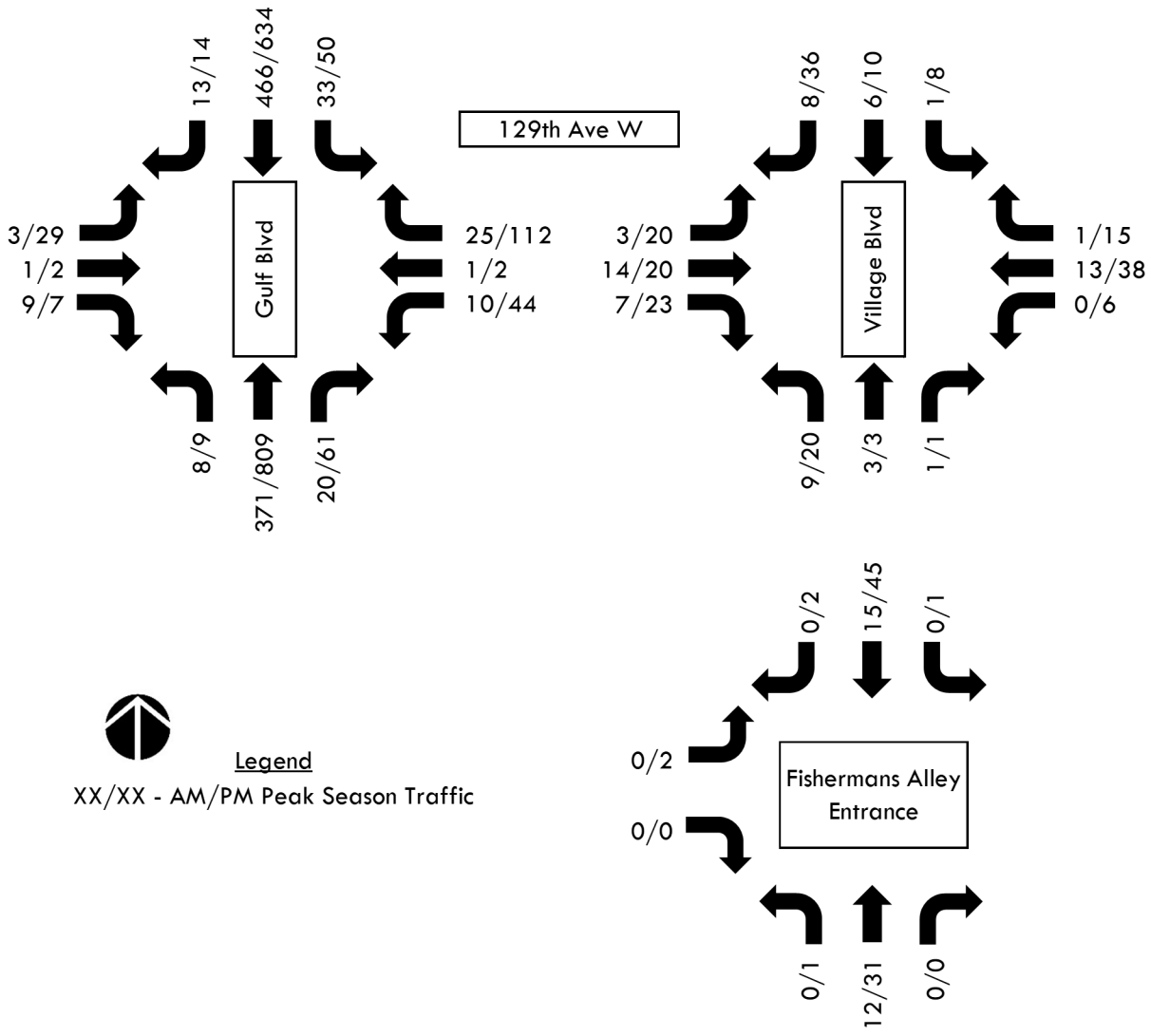


Figure 4. Background Traffic

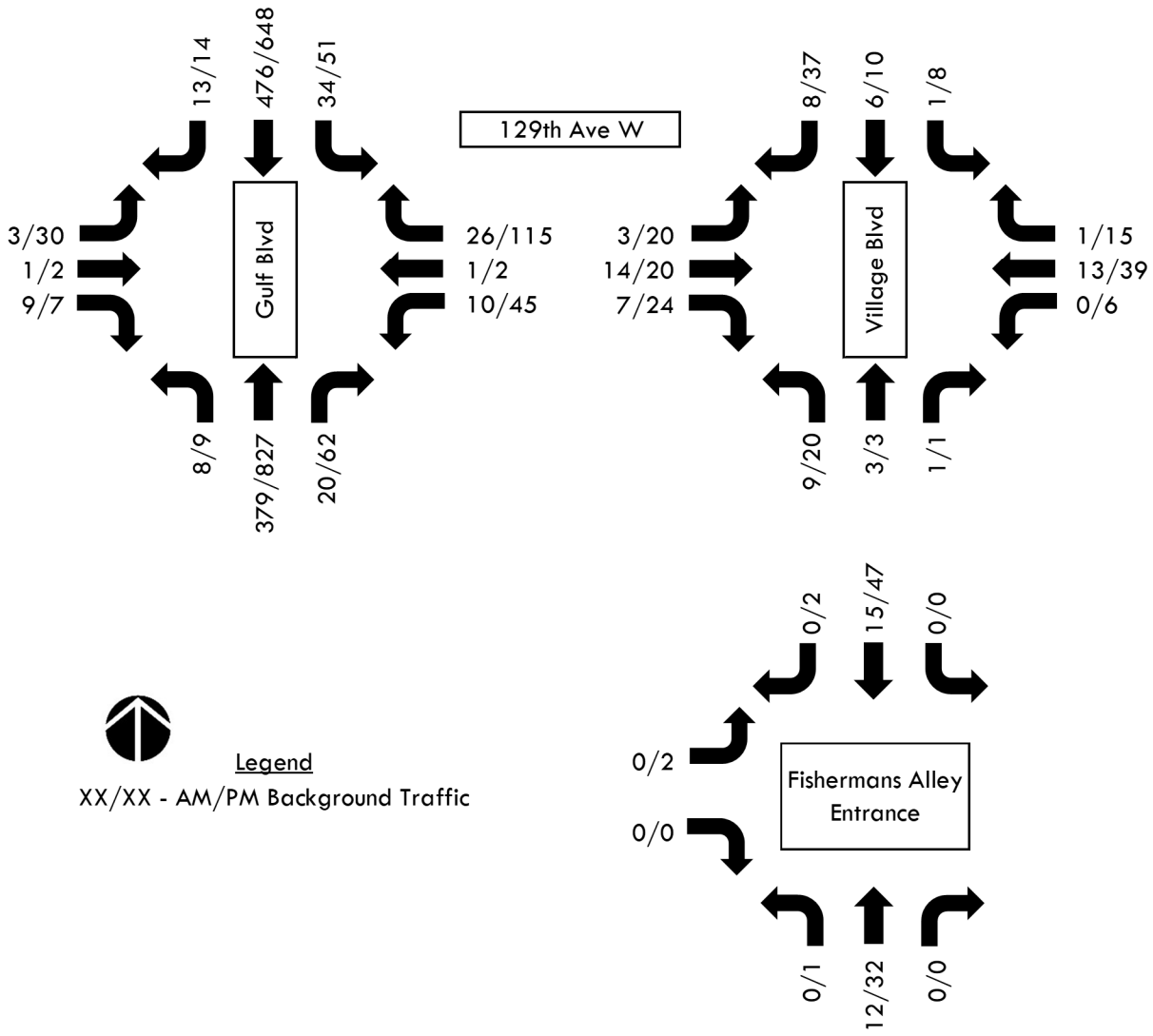
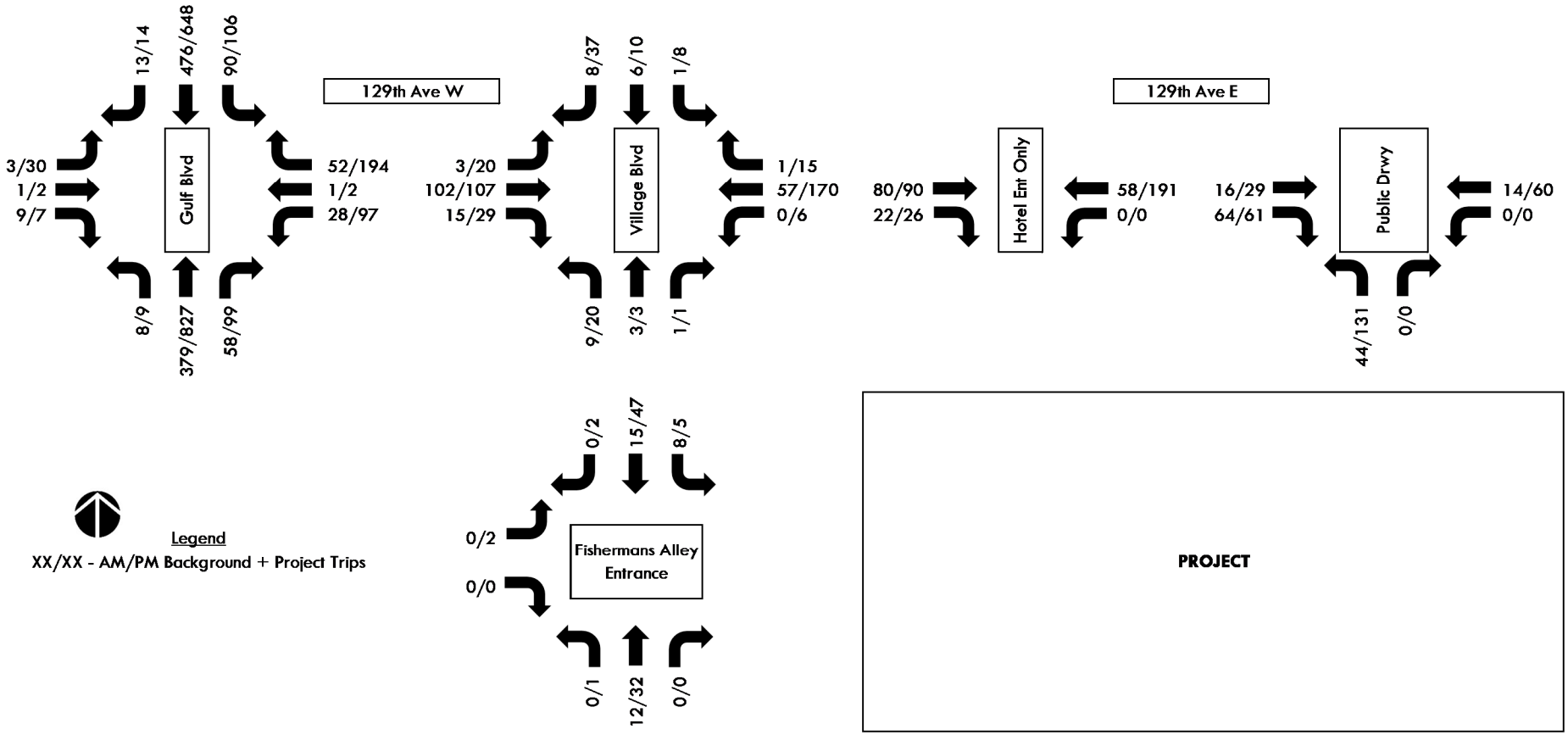


Figure 5. Background Plus Project Traffic



INTERSECTION ANALYSIS

Intersection analysis was conducted for the AM and PM peak hours at the following intersections within the study network:

- Gulf Boulevard and 129th Avenue West
- Village Boulevard and 129th Avenue West
- 129th 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 129th 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 129th 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.

129th 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

Intersection	Direction	AM Peak Hour Background + Project Volume to Capacity Ratio			PM Peak Hour Background + Project Volume to Capacity Ratio		
		Left	Through	Right	Left	Through	Right
Gulf Boulevard and 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 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 Public Parking	WB	0.00	*	-	0.00	*	-
	NB	0.05	-	0.15	0.15	-	0.15
Village Boulevard and 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



sunshine state ONE CALL of Florida
Safe digging is no accident. Always call 811 before digging.
Know what's below. Call before you dig. 811
Preventing damages to buried underground facilities by using processes through this method.

PROJECT DIRECTORY

OWNERS: JVP HOTEL PROPERTY, LLC
101 150TH AVENUE
MADEIRA BEACH, FL 33708

DEVELOPER: WILLIAM KARNS 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 KARNS 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

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

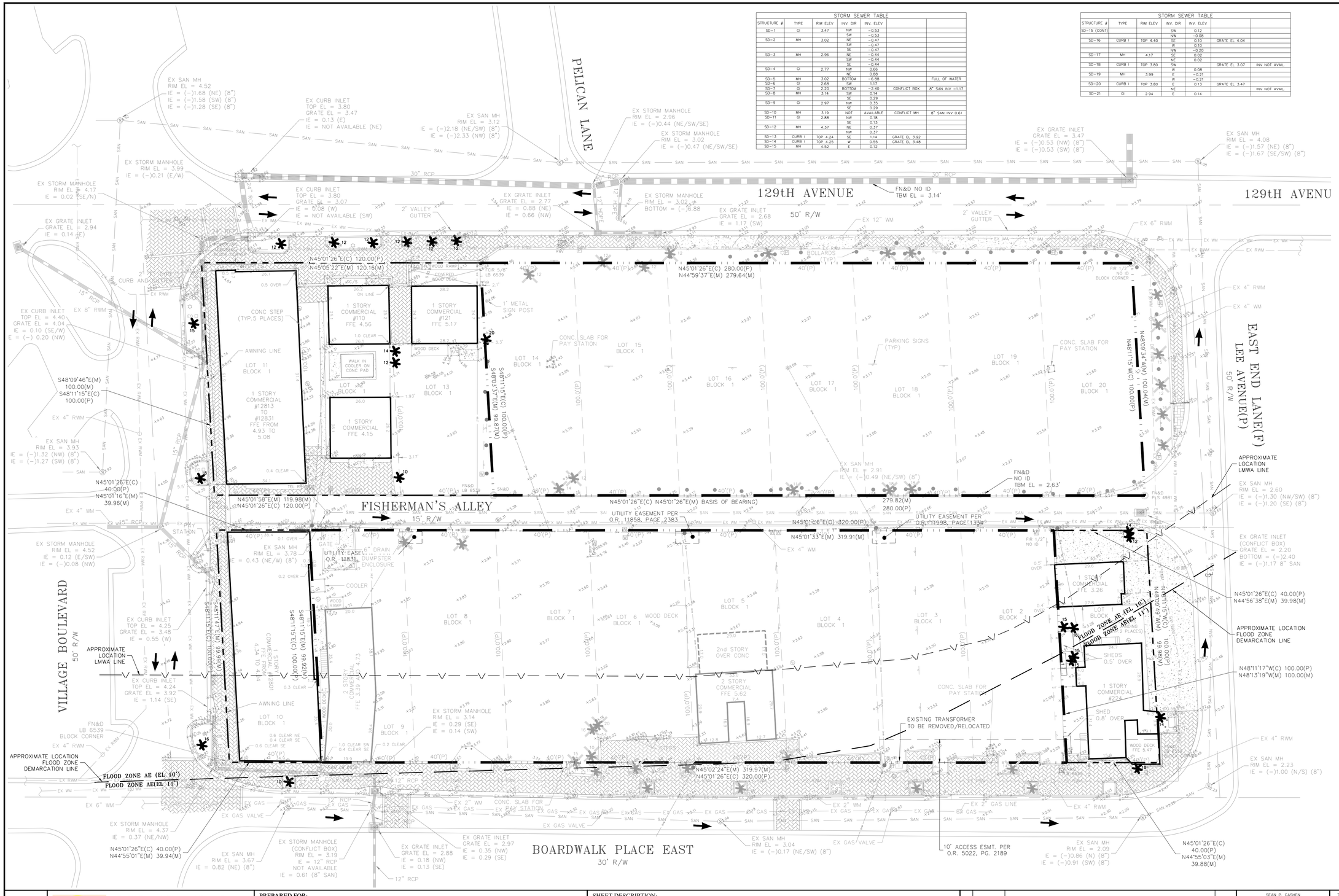
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SEAN P. CASHEN ON THE DATE INDICATED HERE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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 15-31-15-58320-001-0060 15-31-15-58320-001-0090 15-31-15-58320-001-0170	15-31-15-58320-001-0040 15-31-15-58320-001-0070 15-31-15-58320-001-0140 15-31-15-58320-001-0190	15-31-15-58320-001-0050 15-31-15-58320-001-0080 15-31-15-58320-001-0160 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) Retail: 7,550 square feet 1st Floor Restaurant: 3,350 square feet (134 seats: 1 per 25 square feet) 1st Floor Café: 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)		
Existing Zoning	C-1, John's Pass Village Activity Center (Commercial Core)		
Site Area	North Parcels: South Parcels: Vacated Alley: Total:	27,952 square feet 31,928 square feet 3,604 square feet 63,484 square feet	0.642 acres 0.733 acres 0.083 acres 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 15-31-15-58320-001-0130 Total:	2,200 square feet 924 square feet 3,124 square feet	Retail (to be demolished) Retail (to be demolished)
Proposed Building Area	New Hotel: New Restrooms: Total:	126,744 square feet 224 square feet 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: Arcade/Porte Cochere: Paving/Sidewalk: Total:	41,628 square feet 6,714 square feet 5,352 square feet 53,278 square feet	65.6% of site 10.6% of site 8.4% of site 84.6% of site
Open Space	Landscaping: Permeable Pavers: Total:	7,560 square feet 2,230 square feet 9,790 square feet	11.9% of site 3.5% of site 15.4% of site
Required Parking	Hotel units (2 bedrooms): Hotel units (3 bedrooms): 1st Floor Retail: 1st Floor Restaurant: Hotel Café and Restaurant: Event Space: Pool and pool terrace: Subtotal: 50% Johns Pass Activity Center Reduction:	84 x 1.2 3 x 2.2 7,550 sf / 300 134 seats / 4 19 employees / 2 300 seats/4 41 employees / 2 187 seats / 6 seats 9,500/200	100.8 spaces 6.6 spaces 25.2 spaces 33.5 spaces 9.5 spaces 75.0 spaces 20.5 spaces 31.2 spaces 47.5 spaces 349.8 spaces 175 spaces
Proposed Parking	Hotel Parking: Paid Public Parking: Total Parking:	175 spaces 92 spaces 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: (129th and Boardwalk) Street Side Yard: Interior Side Yard:	Multi-story buildings One-story buildings Stairs, elevators Balconies, awnings	10 feet 0 feet 0 feet 6 foot encroachment over ROW 10 feet 10 feet on one side
Proposed Setbacks	Front Yard: (129th and Boardwalk) Street Side Yard: Interior Side Yard:	First five stories Sixth floor Balconies, awnings One-story restroom building Hotel Park Trash Room, Restrooms	0 feet 10 feet 6 foot encroachment 0 feet 10 feet 8 feet 1 foot
PD	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, 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').		

Y:\ENGLAS\Johns Pass Village Resort (25-003)\Drawings\PSP\25-003_CVR.dwg, 3/19/2026 6:36:19 AM



STORM SEWER TABLE						
STRUCTURE #	TYPE	RIM ELEV	INV. DIR	INV. ELEV.		
SD–1	GI	3.47	NW	–0.53		
			SW	–0.53		
SD–2	MH	3.02	NE	–0.47		
			SW	–0.47		
			SE	–0.47		
SD–3	MH	2.96	NE	–0.44		
			SW	–0.44		
			SE	–0.44		
SD–4	GI	2.77	NW	0.66		
			NE	0.88		
SD–5	MH	3.02	BOTTOM	–6.88		FULL OF WATER
SD–6	GI	2.68	SW	1.17		
SD–7	GI	2.20	BOTTOM	–2.40	CONFLICT BOX	8" SAN INV –1.17
SD–8	MH	3.14	SW	0.14		
			SE	0.29		
SD–9	GI	2.97	NW	0.35		
			SE	0.29		
SD–10	MH	3.19	NOT AVAILABLE		CONFLICT MH	8" SAN INV 0.61
SD–11	GI	2.88	NW	0.18		
			SE	0.13		
SD–12	MH	4.37	NE	0.37		
			NW	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		

STORM SEWER TABLE						
STRUCTURE #	TYPE	RIM ELEV	INV. DIR	INV. ELEV.		
SD–15 (CONT)			SW	0.12		
			NW	–0.08		
SD–16	CURB I	TOP 4.40	SE	0.10	GRATE EL 4.04	
			W	0.10		
			NW	–0.20		
SD–17	MH	4.17	SE	0.02		
			NE	0.02		
SD–18	CURB I	TOP 3.80	SW		GRATE EL 3.07	INV NOT AVAIL
			W	0.08		
SD–19	MH	3.99	E	–0.21		
			W	–0.21		
SD–20	CURB I	TOP 3.80	E	0.13	GRATE EL 3.47	
			NE			INV NOT AVAIL
SD–21	GI	2.94	E	0.14		

SANITARY SEWER TABLE				
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	2.60	NW	–1.30	8
		SE	–1.20	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
		S	–1.00	8
SS–6	2.09	N	–0.86	8
		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
		SW	–2.18	8
		NW	–2.33	8
SS–10	4.52	NE	–1.68	8
		SW	–1.58	8
		SE	–1.28	8
SS–11	3.93	NW	–1.32	8
		SW	–1.27	8

0 10 20 40

sunshine state ONE CALL® Know what's below. Call before you dig. 811

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

- BFP = 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
- 19.1 = Spot Elevation
- = Telephone Box
- = Utility Pole
- = Water Meter
- = Water Valve
- = Well

DESIGNED SPC
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CHECKED SPC
Q.C.

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Land Development Consulting
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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	APPD BY
1	03/09/26	REVISED FLOOD ZONES & LWMA LINE	

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

JOB NO. 25-003
DATE: 03/20/25
SHT. C2

I:\JPVILLAGE\Johns Pass Village Resort (25-003)\Drawings\Plan\25-003 EC0.dwg, 3/13/2026 4:34:29 PM

PELICAN LANE

129th AVENUE

FISHERMAN'S ALLEY

VILLAGE BOULEVARD

LOADING ZONE

BOARDWALK PLACE EAST

EAST END LANE(F)
LEE AVENUE(P)

CAFE
1,000 SF
FFE=6.5

HOTEL LOBBY

B.O.H.

RETAIL
3,000 SF

GARAGE EXIT

TRASH & LOADING

UNDERGROUND STORMTRAP VAULT

HC VAN ACC.

COVERED PEDESTRIAN ARCADE

COVERED PORTE-COCHERE

BOH & UTILITIES

PORTION OF FISHERMANS ALLEY TO BE VACATED

ACCESS GATE

RAMP

GARAGE ENTRY

UNDERGROUND STORMTRAP VAULT

PARKING GARAGE
33 SPACES

RESTAURANT
3,350 SF
FFE=5.0

RETAIL
4,550 SF

PERMEABLE PAVERS

PERMEABLE PAVERS 2,230 SF

H20 LOAD RATED PERMEABLE PAVERS

LAWN AREA 4,251 SF

STAGE

TRASH

BIKE RACK (8 BIKES)

(2) 9'-0" x 24'-0" PARALLEL PARKING SPACES

NEW CROSSWALK (TYP)

20' WIDE FIRE LANE LIMITS

MILL AND RESURFACE BOARDWALK PLACE EAST FROM VILLAGE BOULEVARD TO EAST END LANE

424'

50' R/W

15' R/W

30' R/W

50' R/W

6' MAXIMUM ENCROACHMENT AREA FOR CANOPIES, BALCONIES, AND ROOF STRUCTURES

10' WIDE SIDEWALK

2' VALLEY GUTTER

CONCRETE SIDEWALK

PAVERS (TYP)

BALCONY (TYP)

DOCK

WB50 CLASS TRUCK

30' TRUCK

VERT. COMP.

BALER

RECEIVING

APPROXIMATE LOCATION LMWA LINE

APPROXIMATE LOCATION FLOOD ZONE DEMARCATION LINE

FLOOD ZONE AE (EL 10')

FLOOD ZONE AE(EL 11')

CONNECT TO EXISTING STORM CATCH BASIN

EX GRATE INLET (CONFLICT BOX) GRATE EL = 2.20 BOTTOM = (–)2.40 IE = (–)1.17 8" SAN

EX SAN MH RIM EL = 2.60 IE = (–)1.30 (NW/SW) (8") IE = (–)1.20 (SE) (8")

EX SAN MH RIM EL = 4.08 IE = (–)1.57 (SE/SW) (8") IE = (–)1.67 (NE) (8")

EX SAN MH RIM EL = 4.52 IE = (–)1.68 (NE) (8") IE = (–)1.58 (SW) (8") IE = (–)1.28 (SE) (8")

EX CURB INLET TOP EL = 3.80 GRATE EL = 3.47 IE = 0.13 (E) IE = NOT AVAILABLE (NE)

EX SAN MH RIM EL = 3.12 IE = (–)2.18 (NE/SW) (8") IE = (–)2.33 (NW) (8")

EX STORM MANHOLE RIM EL = 2.96 IE = (–)0.44 (NE/SW/SE)

EX STORM MANHOLE RIM EL = 3.02 IE = (–)0.47 (NE/SW/SE)

EX GRATE INLET GRATE EL = 3.47 IE = (–)0.53 (NW) (8") IE = (–)0.53 (SW) (8")

EX STORM MANHOLE RIM EL = 3.99 IE = (–)0.21 (E/W)

EX STORM MANHOLE RIM EL = 4.17 IE = 0.02 (SE/N)

EX GRATE INLET GRATE EL = 2.94 IE = 0.14 (E)

EX CURB INLET TOP EL = 3.80 GRATE EL = 3.07 IE = 0.08 (W) IE = NOT AVAILABLE (SW)

EX GRATE INLET GRATE EL = 2.7 IE = 0.88 (NE) IE = 0.66 (SW)

EX STORM MANHOLE BOTTOM = (–)6.88

EX GRATE INLET GRATE EL = 2.68 IE = 1.17 (SW)

EX CURB INLET TOP EL = 4.40 GRATE EL = 4.04 IE = 0.10 (SE/W) IE = (–) 0.20 (NW)

EX CURB INLET TOP EL = 4.24 GRATE EL = 3.92 IE = 1.14 (SE)

EX CURB INLET TOP EL = 4.25 GRATE EL = 3.48 IE = 0.55 (W)

EX STORM MANHOLE RIM EL = 4.52 IE = 0.12 (E/SW) IE = (–)0.08 (NW)

EX SAN MH RIM EL = 3.93 IE = (–)1.32 (NW) (8") IE = (–)1.27 (SW) (8")

EX SAN MH RIM EL = 3.78 IE = 0.43 (NE/W) (8")

EX SAN MH RIM EL = 3.67 IE = 0.82 (NE) (8")

EX STORM MANHOLE (CONFLICT BOX) RIM EL = 3.19 IE = 12" RCP NOT AVAILABLE IE = 0.61 (8" SAN)

EX GRATE INLET GRATE EL = 2.88 IE = 0.18 (NW) IE = 0.13 (SE)

EX GRATE INLET GRATE EL = 2.97 IE = 0.35 (NW) IE = 0.29 (SE)

EX SAN MH RIM EL = 3.04 IE = (–)0.17 (NE/SW) (8")

EX SAN MH RIM EL = 2.09 IE = (–)0.86 (N) (8") IE = (–)0.91 (SW) (8")

EX SAN MH RIM EL = 2.23 IE = (–)1.00 (N/S) (8")

EX STORM MANHOLE RIM EL = 4.37 IE = 0.37 (NE/NW)

EX STORM MANHOLE RIM EL = 3.99 IE = (–)0.21 (E/W)

EX STORM MANHOLE RIM EL = 4.17 IE = 0.02 (SE/N)

EX GRATE INLET GRATE EL = 2.94 IE = 0.14 (E)

EX GRATE INLET GRATE EL = 2.97 IE = 0.35 (NW) IE = 0.29 (SE)

EX STORM MANHOLE RIM EL = 3.02 BOTTOM = (–)6.88

EX STORM MANHOLE RIM EL = 2.96 IE = (–)0.44 (NE/SW/SE)

EX STORM MANHOLE RIM EL = 3.02 IE = (–)0.47 (NE/SW/SE)

8" VCP

24" RCP

30" RCP

12" HDPE

15" RCP

12" RCP

EX 8" RWM

EX 6" RWM

EX 4" RWM

EX 2" WM

EX 4" WM

EX 6" WM

EX 2" GAS LINE

EX GAS VALVE

EX GAS

EX RWM

EX WM

EX SAN

EX GAS

EX CURB AND GUTTER

EX STORM STATION

FN&D NO ID TBM EL = 3.14'

FN&D LB 6539 BLOCK CORNER

FN&D NO ID

N45°01'26"E(C) 120.00(P)
N45°05'22"E(M) 120.16(M)

N45°01'26"E(C) 280.00(P)
N44°59'37"E(M) 279.64(M)

N45°01'26"E(C) 40.00(P)
N44°55'01"E(M) 39.94(M)

N45°01'26"E(C) 40.00(P)
N44°56'38"E(M) 39.98(M)

N45°01'26"E(C) 40.00(P)
N44°55'03"E(M) 39.88(M)

N45°01'26"E(C) N45°01'26"E(M) BASIS OF BEARING

N45°01'26"E(C) 320.00(P)

N45°01'33"E(M) 319.91(M)

N45°01'26"E(C) 319.97(M)
N45°01'26"E(C) 320.08(P)

279.82(M)
280.00(P)

S48°09'46"E(M) 100.00(M)
S48°11'15"E(C) 100.00(P)

S48°11'58"E(M) 119.98(M)
N45°01'26"E(C) 120.00(P)

N45°01'16"E(M) 39.96(M)

S48°11'17"E(M) 99.99(M)
S48°11'15"E(C) 100.00(P)

S48°11'15"E(M) 99.92(M)
S48°11'15"E(C) 100.00(P)

N48°11'17"W(C) 100.00(P)
N48°13'19"W(M) 100.00(M)

N48°11'15"W(C) 99.98(M)
N48°11'15"W(C) 100.00(P)

UTILITY EASEMENT PER O.R. 11858, PAGE 2383

UTILITY EASEMENT PER O.R. 11998, PAGE 1334

10' ACCESS ESMT. PER O.R. 5022, PG. 2189

6' MAXIMUM ENCROACHMENT AREA FOR CANOPIES, BALCONIES, AND ROOF STRUCTURES

0 10 20 40

sunshine state ONE CALL of FLORIDA, INC. Know what's below. Call before you dig. 811

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

- BFP = 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) 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	APPD BY
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. 42505

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SEAN P. CASHEN, P.E. #42505

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GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO.: 25-003
DATE: 03/20/25
SHT.: C3

I:\JOBS\JAS\Johns Pass Village Resort (25-003)\Drawings\PDP\JV-003 PD.dwg, 3/13/2026 4:34:54 PM

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.

0 10 20 40

PELICAN LANE

129tH AVENUE
50' R/W

SIGHT VISIBILITY TRIANGLES (SEE NOTE BELOW)

10' WIDE SIDEWALK

INTERSECTION VISIBILITY TRIANGLE (SEE NOTE BELOW)

9.9' ENCROACHMENT INTO VISIBILITY TRIANGLE

6' MAXIMUM ENCROACHMENT AREA FOR CANOPIES, BALCONIES, AND ROOF STRUCTURES

RETAIL
3,000 SF

CAFE
1,000 SF

GARAGE EXIT

TRASH & LOADING

WB50 CLASS TRUCK

30' TRUCK

COMPACTOR

BALER

VERT COMP

DOCK

HC VAN ACC.

10

2.6' ENCROACHMENT INTO VISIBILITY TRIANGLE

UNDERGROUND STORMTRAP VAULT

2.5' ENCROACHMENT INTO VISIBILITY TRIANGLE

HOTEL LOBBY

B.O.H.

HC VAN ACC.

9

PORTION OF FISHERMANS ALLEY TO BE VACATED

BOH & UTILITIES

10.7' ENCROACHMENT INTO VISIBILITY TRIANGLE

129tH AVENUE

SIGHT VISIBILITY TRIANGLES (SEE NOTE BELOW)

EAST END LANE(F)
LEE AVENUE(P)
50' R/W

10' WIDE SIDEWALK

INTERSECTION VISIBILITY TRIANGLES (SEE NOTE BELOW)

0.8' ENCROACHMENT INTO VISIBILITY TRIANGLE

0.7' ENCROACHMENT INTO VISIBILITY TRIANGLE

1 STORY COMMERCIAL #110 FFE 4.56

1 STORY COMMERCIAL #121 FFE 5.17

1 STORY COMMERCIAL #12813 TO #12831 FFE FROM 4.93 TO 5.08

1 STORY COMMERCIAL FFE 4.15

LOT 11 BLOCK 1

LOT 12 BLOCK 1

LOT 13 BLOCK 1

LOT 10 BLOCK 1

SIGHT VISIBILITY TRIANGLES (SEE NOTE BELOW)

(2) 9'-0" x 24'-0" PARALLEL PARKING SPACES

COVERED PORTE-COCHERE

COVERED PEDESTRIAN ARCADE

FISHERMAN'S ALLEY
15' R/W

PELICAN LANE

STORMTRAP VAULT

UNDERGROUND STORMTRAP VAULT

RAMP

VALET

14

GARAGE ENTRY

UNDERGROUND STORMTRAP VAULT

PARKING GARAGE
33 SPACES

ACCESS GATE

TRASH

PERMEABLE PAVERS

STAGE

LAWN AREA
4,251 SF
OPEN SPACE

BIKE RACK
(8 BIKES)

M W

LOADING ZONE

VILLAGE BOULEVARD
50' R/W

RESTAURANT
3,350 SF

RETAIL
4,550 SF

1 STORY COMMERCIAL #224

SIGHT VISIBILITY TRIANGLE (SEE NOTE BELOW)

6' MAXIMUM ENCROACHMENT AREA FOR CANOPIES, BALCONIES, AND ROOF STRUCTURES

BOARDWALK PLACE EAST
30' R/W

MILL AND RESURFACE BOARDWALK PLACE EAST FROM VILLAGE BOULEVARD TO EAST END LANE

424'

DESIGNED SPC
DRAWN MKC
CHECKED SPC
QC

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT BLVD., SUITE 605
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Phone: (727) 524-1818 Fax: (727) 524-6090
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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	APPD BY
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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GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO. 25-003
DATE: 03/20/25
SHT. C4

Y:\JTMELA\SJ\Johns Pass Village Resort (25-003)\Drawings\PSP (25-003) Access Exhibit.dwg, 3/13/2026 4:29:13 PM

PELICAN LANE

129th AVENUE

129th AVENUE

EAST END LANE(F)
LEE AVENUE(P)
50' R/W

FISHERMAN'S ALLEY
15' R/W

BOARDWALK PLACE EAST
30' R/W

VILLAGE BOULEVARD
50' R/W

LOADING ZONE

CONNECT TO EXISTING SANITARY MANHOLE

8" VCP

CONNECT 4" WATERMAIN TO EX 12" WATERMAIN

2' VALLEY GUTTER

PORTION OF EX 6" RECLAIMED WM TO BE REMOVED

PROPOSED 6" RECLAIMED WATER MAIN (18" FROM EX 12" WM)

50' R/W

EX 12" WM

VALLEY GUTTER

5'

EX 6" RWM

BALCONY (TYP)

REROUTED GRAVITY SANITARY SEWER

RETAIL
3,000 SF

GARAGE EXIT

TRASH & LOADING

30' TRUCK

WB50 CLASS TRUCK

RECYCLE

BALER

VERT. COMP.

DOCK

CAFE
1,000 SF

HC VAN ACC.

UNDERGROUND STORMTRAP VAULT

HOTEL LOBBY

B.O.H.

HC VAN ACC.

COVERED PORTE-COCHERE

COVERED PEDESTRIAN ARCADE

PELICAN LANE

PORTION OF FISHERMANS ALLEY TO BE VACATED

BOH & UTILITIES

ACCESS GATE

PORTION OF EX 8" SANITARY SEWER TO BE REMOVED

N45°01'26"E(C) N45°01'26"E(M) BASIS OF BEARING

UTILITY EASEMENT PER O.R. 11858, PAGE 4383

RAMP

N45°01'26"E(C) 280.00(P)

279.82(M)
280.00(P)

N45°01'33"E(M) 319.91(M)

PORTION OF EX 4" WATERMAIN TO BE REMOVED

VALET

CONNECT TO AND EXTEND 4" WATERMAIN

GARAGE ENTRY

UNDERGROUND STORMTRAP VAULT

PARKING GARAGE
33 SPACES

RESTAURANT
3,350 SF

RETAIL
4,550 SF

CONC. SIDEWALK

PROPOSED 4" RECLAIMED WATER MAIN (18" FROM EX 2" WM)

BALCONY (TYP)

20' WIDE FIRE LANE LIMITS

20' WIDE FIRE LANE LIMITS

PERMEABLE PAVERS

TRASH

STAGE

LAWN AREA
4,251 SQUARE FEET
OPEN SPACE

M

W

CONC STEP (TYP.5 PLACES)

AWNING LINE

LOT 11 BLOCK 1

1 STORY COMMERCIAL #1281.3 TO #1283I FFE FROM 4.93 TO 5.08

1 STORY COMMERCIAL #110 FFE 4.56

1 STORY COMMERCIAL #121 FFE 5.17

COVERED WOOD DECK

WOOD DECK

WALK IN COOLER ON CONC PAD

LOT 12 BLOCK 1

LOT 13 BLOCK 1

1 STORY COMMERCIAL FFE 4.15

PROPOSED 4" WATERMAIN INTERCONNECT

CONNECT EX 4" WATERMAIN

(2) 9'-0" x 24'-0" PARALLEL PARKING SPACES

LOT 10 BLOCK 1

1 STORY COMMERCIAL #1281 TO #1283I FFE FROM 4.54 TO 4.74

AWNING LINE

LOT 1 BLOCK 1

1 STORY COMMERCIAL #224

SHEDS 0.5' OVER

SHED 0.8' OVER

WOOD DECK FFE 5.47

FLOOD ZONE AE (EL 10')

FLOOD ZONE AE(EL 11')

APPROXIMATE LOCATION FLOOD ZONE DEMARCATION LINE

APPROXIMATE LOCATION LMWA LINE

APPROXIMATE LOCATION FLOOD ZONE DEMARCATION LINE

APPROXIMATE LOCATION LMWA LINE

EX SAN MH
RIM EL = 4.52
IE = (–)1.68 (NE) (8")
IE = (–)1.58 (SW) (8")
IE = (–)1.28 (SE) (8")

EX SAN MH
RIM EL = 3.12
IE = (–)2.18 (NE/SW) (8")
IE = (–)2.33 (NW) (8")

EX SAN MH
RIM EL = 4.08
IE = (–)1.57 (NE) (8")
IE = (–)1.67 (SE/SW) (8")

EX SAN MH
RIM EL = 3.93
IE = (–)1.32 (NW) (8")
IE = (–)1.27 (SW) (8")

EX SAN MH
RIM EL = 3.78
IE = 0.43 (NE/W) (8")

EX SAN MH
RIM EL = 3.57
IE = 0.82 (NE) (8")

EX SAN MH
RIM EL = 3.04
IE = (–)0.17 (NE/SW) (8")

EX SAN MH
RIM EL = 2.09
IE = (–)0.86 (N) (8")
IE = (–)0.91 (SW) (8")

EX SAN MH
RIM EL = 2.60
IE = (–)1.30 (NW/SW) (8")
IE = (–)1.20 (SE) (8")

EX SAN MH
RIM EL = 2.23
IE = (–)1.00 (N/S) (8")

N45°01'26"E(C) 120.00(P)
N45°05'22"E(M) 120.16(M)

N45°01'26"E(C) 280.00(P)
N44°59'37"E(M) 279.64(M)

S48°09'46"E(M) 100.00(M)
S48°11'15"E(C) 100.00(P)

N45°01'26"E(C) 40.00(P)
N45°01'16"E(M) 39.96(M)

N45°01'58"E(M) 119.98(M)
N45°01'26"E(C) 120.00(P)

S48°11'47"E(M) 99.96(M)
S48°11'15"E(C) 100.00(P)

S48°11'15"E(M) 99.92(M)
S48°11'15"E(C) 100.00(P)

N45°01'26"E(C) 40.00(P)
N44°55'01"E(M) 39.94(M)

N45°01'26"E(C) 40.00(P)
N44°56'38"E(M) 39.98(M)

N48°11'17"W(C) 100.00(P)
N48°13'19"W(M) 100.00(M)

N45°01'26"E(C) 40.00(P)
N44°55'03"E(M) 39.88(M)

10' ACCESS ESMT. PER O.R. 5022, PG. 2189

CONNECT 4" WATERMAIN TO EX 2" WATERMAIN WITH 4"x2" REDUCER

PROPOSED 4" WATERMAIN INTERCONNECT

424'

0 10 20 40

sunshine state ONE CALL
Know what's below. Call before you dig. 811

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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SYMBOL LEGEND

- BFP = Backflow Preventor
- C = Cable Box
- = Centerline
- = Cleanout
- = Decorative Light
- D = Drainage Manhole
- = Fire Hydrant
- G = Grease Trap
- = Guy Anchor
- = Handicap
- = Lightpole
- = Mailbox
- P = Power Box
- S = Sanitary Manhole
- = Sign
- = Grate Inlet
- 19.54 = Spot Elevation
- T = Telephone Box
- = Utility Pole
- W = Water Meter
- = Water Valve
- W = 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) 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
UTILITY PLAN

NO.	DATE	REVISIONS	APPD BY
2	03/13/26	REVISED PER SITE PLAN MODIFICATIONS	
1	01/16/26	ADDED SHEET	

SEAN P. CASHEN
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 42505

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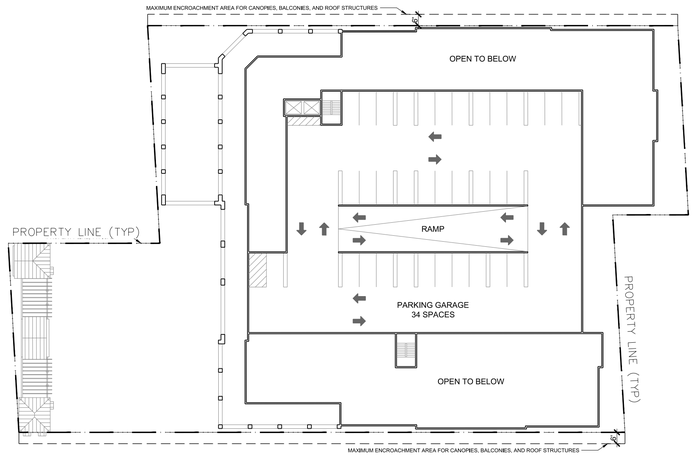
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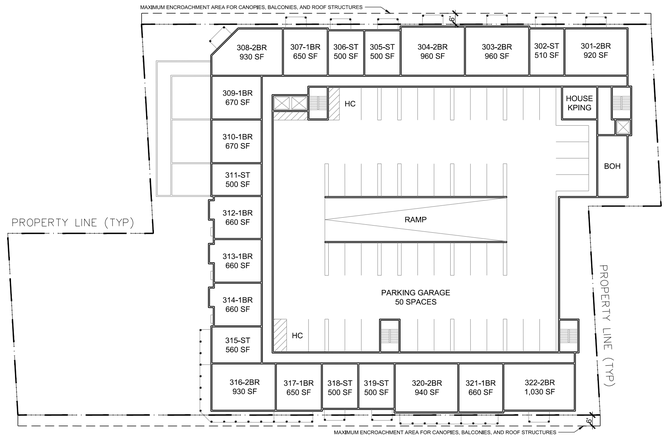
SEAN P. CASHEN, P.E. #42505
NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER
GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO. 25-003
DATE: 03/20/25
SHT. C5

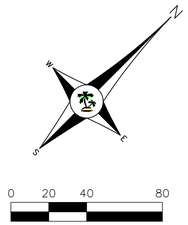
Y:\PINELLAS\Johns Pass Village Resort (25-003)\Drawings\PSP\C5-003 PD-UTILITY.dwg, 3/13/2026 4:55:25 PM



MEZZANINE PLAN

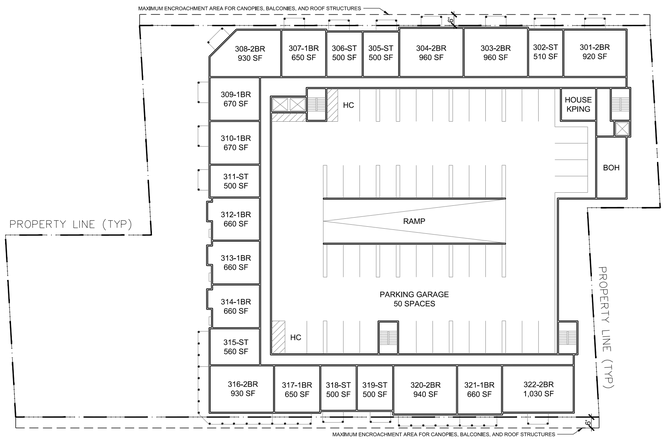


2nd FLOOR PLAN

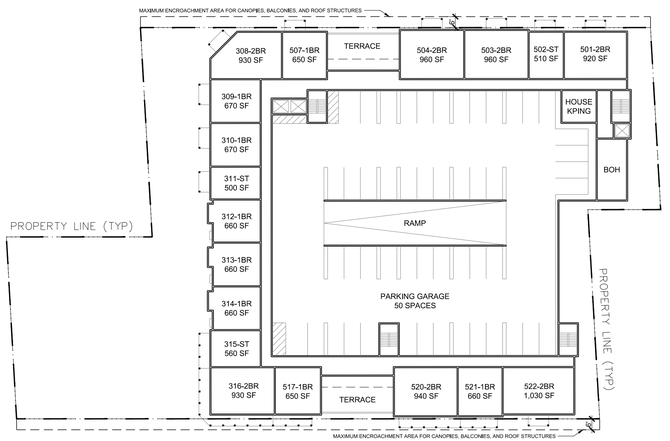


BUILDING AREA TABLE

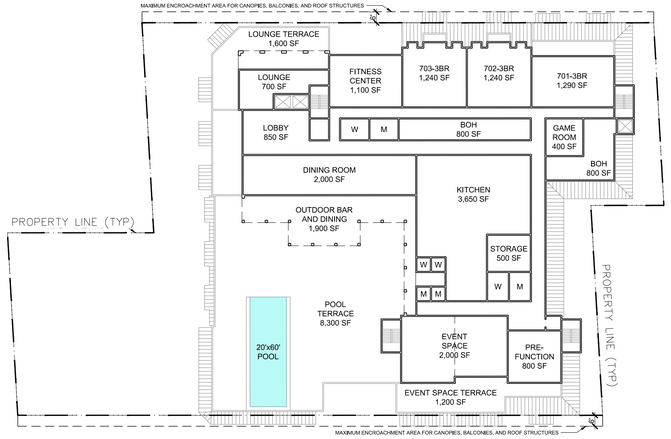
Floor	Gross Area	Parking Garage	Balcony/Terrace
1	19,058 sf	20,716 sf	0 sf
Mezzanine	607 sf	20,563 sf	0 sf
2	21,228 sf	23,078 sf	3,155 sf
3	21,228 sf	23,078 sf	1,892 sf
4	21,228 sf	23,078 sf	1,892 sf
5	19,089 sf	20,678 sf	2,800 sf
6	24,530 sf	0 sf	15,711 sf
Total	126,968 sf	131,191 sf	25,450 sf



3rd & 4th FLOOR PLAN



5th FLOOR PLAN



6th FLOOR PLAN

DESIGNED SPC
DRAWN MKC
CHECKED SPC
Q.C.

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT BLVD., SUITE 605
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Phone: (727) 524-1818 Fax: (727) 524-6090
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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
PLANNED DEVELOPMENT PLAN

NO.	DATE	REVISIONS	APPD BY
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	

SEAN P. CASHEN
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 42505

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GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO. 25-003
DATE: 03/20/25
SHT. C6

I:\PROJ\KAS\Johns Pass Village Resort (25-003)\Drawings\PSP\25-003 PD.dwg, 3/13/2026 4:26:43 PM

APPENDIX

TRIP GENERATION

PERIOD SETTING

Analysis Name : Daily
Project Name : Johns Pass Village v04 **No :**
Date: 1/24/2025 **City:**
State/Province: **Zip/Postal Code:**
Country: **Client Name:**
Analyst's Name: **Edition:** Trip Generation Manual, 11th Ed

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
310 - Hotel (General Urban/Suburban)	Rooms	87(0)	Weekday	Average 7.99	348 50%	347 50%	695
822 - Strip Retail Plaza (<40k) (General Urban/Suburban)	1000 Sq. Ft. GLA	11.9	Weekday	Average 54.45	324(1) 50%	324(1) 50%	648(1)
090 - Park-and-Ride Lot with Bus or Light Rail Service (General Urban/Suburban)	Parking Spaces	92(0)	Weekday	Average 3.24	149(1) 50%	149(1) 50%	298(1)

(0) indicates size out of range.
(1) indicates small sample size, use carefully.

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
310 - Hotel	0 %	348	0 %	347
822 - Strip Retail Plaza (<40k)	0 %	324	0 %	324
090 - Park-and-Ride Lot with Bus or Light Rail Service	0 %	149	0 %	149

INTERNAL TRIPS

310 - Hotel

Exit 347 Demand Exit: 0 % (0) Balanced: 0 Demand Entry: 0 % (0) **822 - Strip Retail Plaza (<40k)** **Entry** 324

Entry 348 Demand Entry: 0 % (0) Balanced: 0 Demand Exit: 0 % (0) **Exit** 324

310 - Hotel

Exit 347 Demand Exit: 0 % (0) Balanced: 0 Demand Entry: 0 % (0) **090 - Park-and-Ride Lot with Bus or Light Rail Service** **Entry** 149

Entry 348 Demand Entry: 0 % (0) Balanced: 0 Demand Exit: 0 % (0) **Exit** 149

822 - Strip Retail Plaza (<40k)

Exit 324 Demand Exit: 0 % (0) Balanced: 0 Demand Entry: 0 % (0) **090 - Park-and-Ride Lot with Bus or Light Rail Service** **Entry** 149

Entry 324 Demand Entry: 0 % (0) Balanced: 0 Demand Exit: 0 % (0) **Exit** 149

310 - Hotel

	Total Trips	Internal Trips			External Trips
		822 - Strip Retail Plaza (<40k)	090 - Park-and-Ride Lot with Bus or Light Rail Service	Total	
Entry	348 (100%)	0 (0%)	0 (0%)	0 (0%)	348 (100%)
Exit	347 (100%)	0 (0%)	0 (0%)	0 (0%)	347 (100%)
Total	695 (100%)	0 (0%)	0 (0%)	0 (0%)	695 (100%)

822 - Strip Retail Plaza (<40k)

	Total Trips	Internal Trips			External Trips
		310 - Hotel	090 - Park-and-Ride Lot with Bus or Light Rail Service	Total	
Entry	324 (100%)	0 (0%)	0 (0%)	0 (0%)	324 (100%)
Exit	324 (100%)	0 (0%)	0 (0%)	0 (0%)	324 (100%)
Total	648 (100%)	0 (0%)	0 (0%)	0 (0%)	648 (100%)

090 - Park-and-Ride Lot with Bus or Light Rail Service

	Total Trips	Internal Trips			External Trips
		310 - Hotel	822 - Strip Retail Plaza (<40k)	Total	
Entry	149 (100%)	0 (0%)	0 (0%)	0 (0%)	149 (100%)
Exit	149 (100%)	0 (0%)	0 (0%)	0 (0%)	149 (100%)
Total	298 (100%)	0 (0%)	0 (0%)	0 (0%)	298 (100%)

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
310 - Hotel	695	0	0	695
822 - Strip Retail Plaza (<40k)	648	0	0	648
090 - Park-and-Ride Lot with Bus or Light Rail Service	298	0	0	298

ITE DEVIATION DETAILS

Weekday

Landuse — No deviations from ITE.

Methods — No deviations from ITE.

External Trips — 310 - Hotel (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

822 - Strip Retail Plaza (<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

Total Entering	821
Total Exiting	820
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	821
Total Exiting Non-Pass-by Trips	820

PERIOD SETTING

Analysis Name : AM Peak Hour
Project Name : Johns Pass Village v04 **No :**
Date: 1/24/2025 **City:**
State/Province: **Zip/Postal Code:**
Country: **Client Name:**
Analyst's Name: **Edition:** Trip Generation Manual, 11th Ed

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
310 - Hotel (General Urban/Suburban)	Rooms	87	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average 0.46	22 55%	18 45%	40
822 - Strip Retail Plaza (<40k) (General Urban/Suburban)	1000 Sq. Ft. GLA	11.9	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average 2.36	17(0) 61%	11(0) 39%	28(0)
090 - Park-and-Ride Lot with Bus or Light Rail Service (General Urban/Suburban)	Parking Spaces	92	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN) T = 0.51 (X)+22.65	55 79%	15 21%	70

(0) indicates small sample size, use carefully.

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
310 - Hotel	0 %	22	0 %	18
822 - Strip Retail Plaza (<40k)	0 %	17	0 %	11
090 - Park-and-Ride Lot with Bus or Light Rail Service	0 %	55	0 %	15

INTERNAL TRIPS

310 - Hotel

Exit 18 Demand Exit: 0 % (0) Balanced: 0 Demand Entry: 0 % (0) **Entry** 17

Entry 22 Demand Entry: 0 % (0) Balanced: 0 Demand Exit: 0 % (0) **Exit** 11

822 - Strip Retail Plaza (<40k)

310 - Hotel

Exit 18 Demand Exit: 0 % (0) Balanced: 0 Demand Entry: 0 % (0) **Entry** 55

Entry 22 Demand Entry: 0 % (0) Balanced: 0 Demand Exit: 0 % (0) **Exit** 15

090 - Park-and-Ride Lot with Bus or Light Rail Service

822 - Strip Retail Plaza (<40k)

Exit 11 Demand Exit: 0 % (0) Balanced: 0 Demand Entry: 0 % (0) **Entry** 55

Entry 17 Demand Entry: 0 % (0) Balanced: 0 Demand Exit: 0 % (0) **Exit** 15

090 - Park-and-Ride Lot with Bus or Light Rail Service

310 - Hotel

	Total Trips	Internal Trips			External Trips
		822 - Strip Retail Plaza (<40k)	090 - Park-and-Ride Lot with Bus or Light Rail Service	Total	
Entry	22 (100%)	0 (0%)	0 (0%)	0 (0%)	22 (100%)

Exit	18 (100%)	0 (0%)	0 (0%)	0 (0%)	18 (100%)
Total	40 (100%)	0 (0%)	0 (0%)	0 (0%)	40 (100%)

822 - Strip Retail Plaza (<40k)

	Total Trips	**Internal Trips**			**External Trips**
		310 - Hotel	**090 - Park-and-Ride Lot with Bus or Light Rail Service**	**Total**	
Entry	17 (100%)	0 (0%)	0 (0%)	0 (0%)	17 (100%)
Exit	11 (100%)	0 (0%)	0 (0%)	0 (0%)	11 (100%)
Total	28 (100%)	0 (0%)	0 (0%)	0 (0%)	28 (100%)

090 - Park-and-Ride Lot with Bus or Light Rail Service

	Total Trips	**Internal Trips**			**External Trips**
		310 - Hotel	**822 - Strip Retail Plaza (<40k)**	**Total**	
Entry	55 (100%)	0 (0%)	0 (0%)	0 (0%)	55 (100%)
Exit	15 (100%)	0 (0%)	0 (0%)	0 (0%)	15 (100%)
Total	70 (100%)	0 (0%)	0 (0%)	0 (0%)	70 (100%)

EXTERNAL TRIPS

Land Use	**External Trips**	**Pass-by%**	**Pass-by Trips**	**Non-pass-by Trips**
310 - Hotel	40	0	0	40
822 - Strip Retail Plaza (<40k)	28	0	0	28
090 - Park-and-Ride Lot with Bus or Light Rail Service	70	0	0	70

ITE DEVIATION DETAILS

Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.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 (<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

Total Entering	94
Total Exiting	44
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	94
Total Exiting Non-Pass-by Trips	44

PERIOD SETTING

Analysis Name :	PM Peak Hour		
Project Name :	Johns Pass Village v04	**No :**	
Date:	1/24/2025	**City:**	
State/Province:		**Zip/Postal Code:**	
Country:		**Client Name:**	
Analyst's Name:		**Edition:**	Trip Generation Manual, 11th Ed

Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
310 - Hotel (General Urban/Suburban)	Rooms	87	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average 0.59	26 51%	25 49%	51
822 - Strip Retail Plaza (<40k) (General Urban/Suburban)	1000 Sq. Ft. GLA	11.9	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LOG) Ln(T) = 0.71Ln(X) +2.72	44 50%	44 50%	88
090 - Park-and-Ride Lot with Bus or Light Rail Service (General Urban/Suburban)	Parking Spaces	92	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LIN) T = 0.39 (X)+47.96	22 26%	62 74%	84

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
310 - Hotel	0 %	26	0 %	25
822 - Strip Retail Plaza (<40k)	0 %	44	0 %	44
090 - Park-and-Ride Lot with Bus or Light Rail Service	0 %	22	0 %	62

INTERNAL TRIPS

310 - Hotel

Exit 25 Demand Exit: 0 % (0) Balanced: 0 Demand Entry: 0 % (0) **Entry** 44

Entry 26 Demand Entry: 0 % (0) Balanced: 0 Demand Exit: 0 % (0) **Exit** 44

822 - Strip Retail Plaza (<40k)

310 - Hotel

Exit 25 Demand Exit: 0 % (0) Balanced: 0 Demand Entry: 0 % (0) **Entry** 22

Entry 26 Demand Entry: 0 % (0) Balanced: 0 Demand Exit: 0 % (0) **Exit** 62

090 - Park-and-Ride Lot with Bus or Light Rail Service

822 - Strip Retail Plaza (<40k)

Exit 44 Demand Exit: 0 % (0) Balanced: 0 Demand Entry: 0 % (0) **Entry** 22

Entry 44 Demand Entry: 0 % (0) Balanced: 0 Demand Exit: 0 % (0) **Exit** 62

090 - Park-and-Ride Lot with Bus or Light Rail Service

310 - Hotel

	Total Trips	Internal Trips			External Trips
		822 - Strip Retail Plaza (<40k)	090 - Park-and-Ride Lot with Bus or Light Rail Service	Total	
Entry	26 (100%)	0 (0%)	0 (0%)	0 (0%)	26 (100%)

Exit	25 (100%)	0 (0%)	0 (0%)	0 (0%)	25 (100%)
Total	51 (100%)	0 (0%)	0 (0%)	0 (0%)	51 (100%)

822 - Strip Retail Plaza (<40k)

	Total Trips	**Internal Trips**			**External Trips**
		310 - Hotel	**090 - Park-and-Ride Lot with Bus or Light Rail Service**	**Total**	
Entry	44 (100%)	0 (0%)	0 (0%)	0 (0%)	44 (100%)
Exit	44 (100%)	0 (0%)	0 (0%)	0 (0%)	44 (100%)
Total	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**			**External Trips**
		310 - Hotel	**822 - Strip Retail Plaza (<40k)**	**Total**	
Entry	22 (100%)	0 (0%)	0 (0%)	0 (0%)	22 (100%)
Exit	62 (100%)	0 (0%)	0 (0%)	0 (0%)	62 (100%)
Total	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 (<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 (<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

Total Entering	92
Total Exiting	131
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	92
Total Exiting Non-Pass-by Trips	131

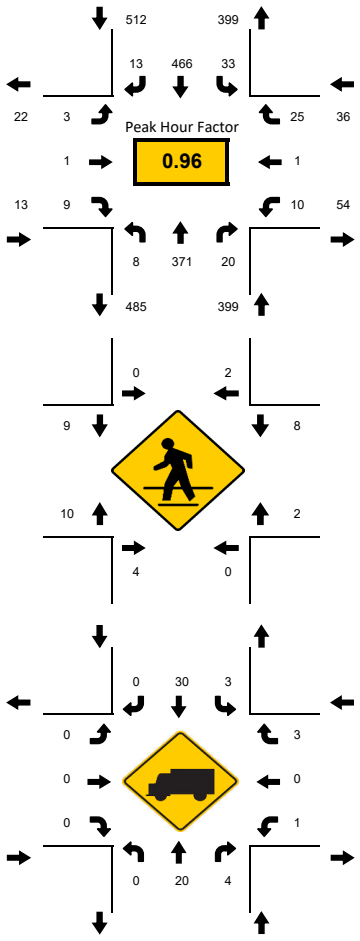
APPENDIX

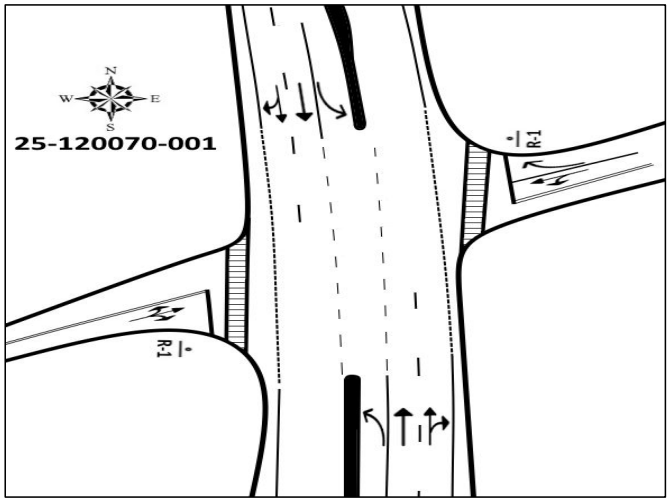
TURNING MOVEMENT COUNTS

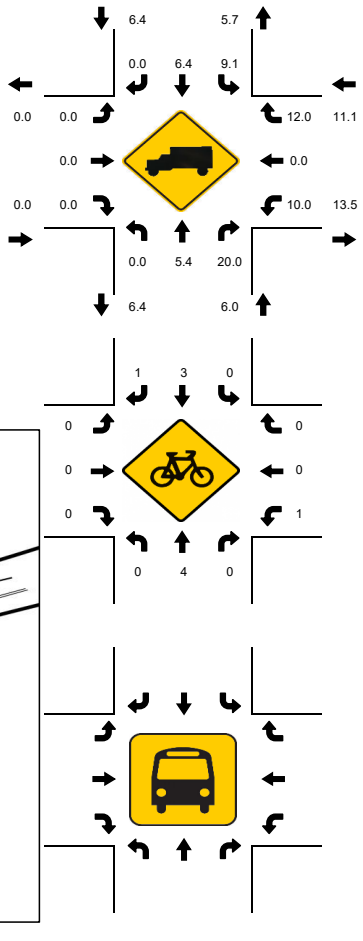
LOCATION: Gulf Blvd/SR 699 & 129th Ave W/Beach Place Condominiums Dwy
CITY/STATE: Madeira Beach, FL

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



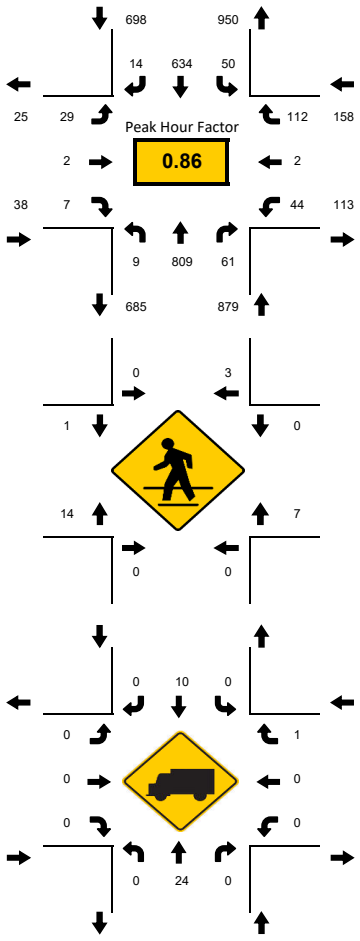




15-Min Count Period Beginning At	Gulf Blvd/SR 699 Northbound					Gulf Blvd/SR 699 Southbound					Ave W/Beach Place Condominium Eastbound					Ave W/Beach Place Condominium Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	57	2	0		11	56	4	0		3	1	2	0		1	0	6	0		143	772
7:15 AM	1	57	0	0		5	82	2	0		1	1	0	0		2	0	4	0		155	858
7:30 AM	3	105	4	1		8	113	3	0		2	2	2	0		3	0	5	0		251	936
7:45 AM	3	93	2	0		11	105	3	0		2	0	1	0		1	0	2	0		223	932
8:00 AM	0	84	5	0		10	111	6	0		1	1	3	0		1	0	7	0		229	960
8:15 AM	1	94	7	0		9	110	1	1		0	0	2	0		1	1	6	0		233	731
8:30 AM	1	100	5	0		5	122	5	0		0	0	0	0		4	0	5	0		247	498
8:45 AM	6	93	3	0		7	123	1	1		2	0	4	0		4	0	7	0		251	251
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	24	400	28	0		40	492	24	4		8	4	16	0		16	4	28	0		**1088**	
Heavy Trucks	0	40	8	0		12	48	0	0		0	0	0	0		4	0	4	0		**116**	
Pedestrians		16					8					28					32				**84**	
Bicycles	0	12	0	0		0	8	4	0		0	0	0	0		4	0	0	0		**28**	
Buses																						
Stopped Buses																						

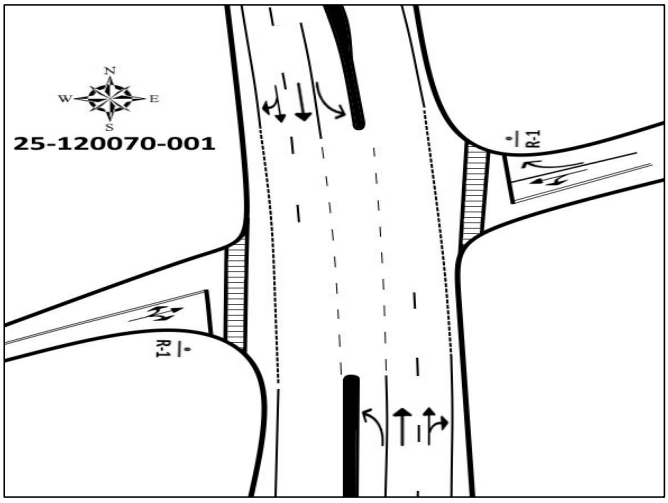
LOCATION: Gulf Blvd/SR 699 & 129th Ave W/Beach Place Condominiums Dwy
CITY/STATE: Madeira Beach, FL

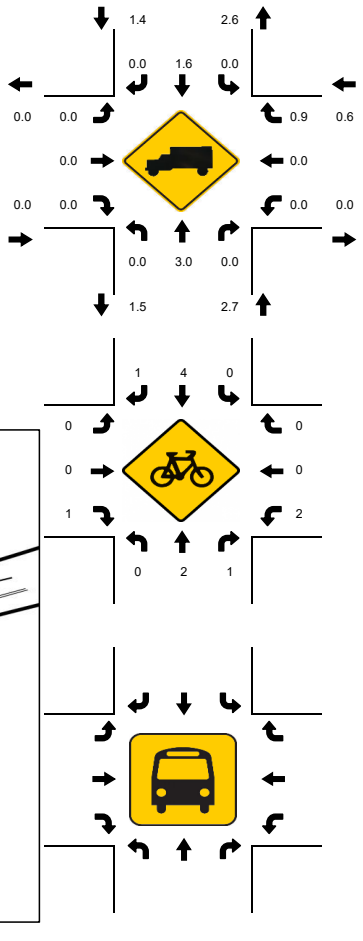
PROJECT ID: 25-120070-001
DATE: Thu, Feb 13, 2025



Peak-Hour: 04:15 PM - 05:15 PM
Peak 15-Minute: 04:15 PM - 04:30 PM

National Data & Surveying Services



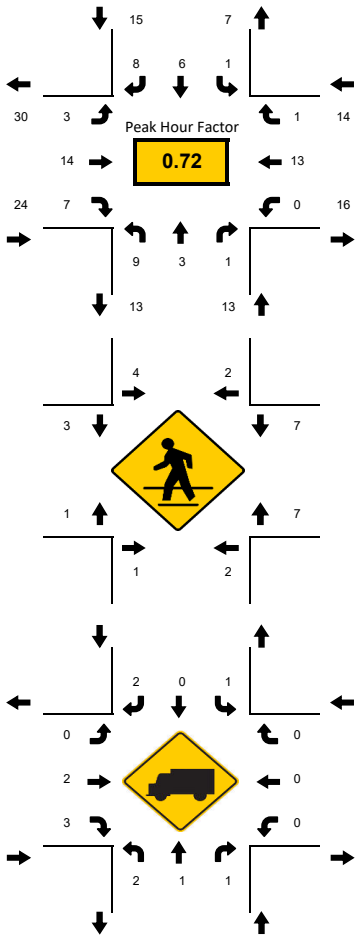


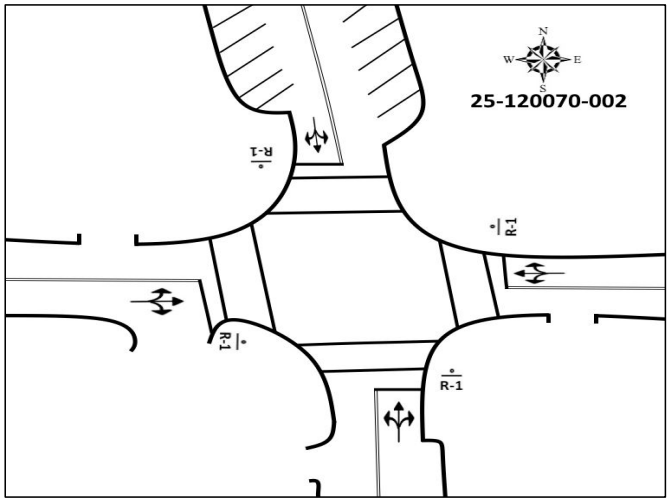
15-Min Count Period Beginning At	Gulf Blvd/SR 699 Northbound					Gulf Blvd/SR 699 Southbound					Ave W/Beach Place Condominium Eastbound					Ave W/Beach Place Condominium Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	103	10	0		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**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
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					12					32					24				**68**	
Bicycles	0	8	4	0		0	12	4	0		0	0	4	0		8	0	0	0		**40**	
Buses																						
Stopped Buses																						

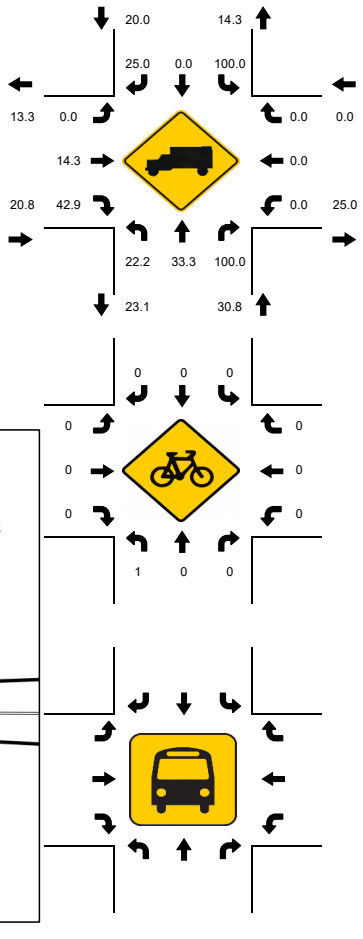
LOCATION: Village Blvd & 129th Ave W/E
CITY/STATE: Madeira Beach, FL

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





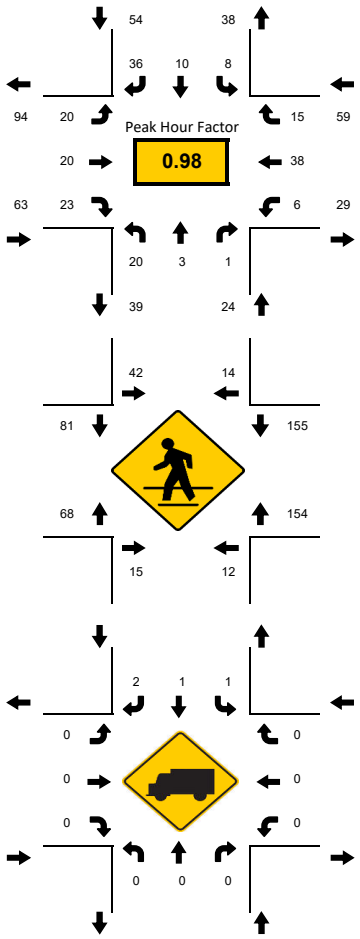


15-Min Count Period Beginning At	Village Blvd Northbound					Village Blvd Southbound					129th Ave W/E Eastbound					129th Ave W/E Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	3	1	0	0		0	0	1	0		0	3	2	0		0	2	0	0		12	36
7:15 AM	1	2	0	0		0	2	0	0		0	1	0	0		0	3	0	0		9	47
7:30 AM	0	0	0	0		1	0	1	0		0	2	2	0		0	3	0	0		9	53
7:45 AM	0	0	0	0		0	0	0	0		0	3	2	0		0	1	0	0		6	55
8:00 AM	1	1	0	0		0	3	3	0		1	7	2	0		0	4	1	0		23	66
8:15 AM	2	0	1	0		0	1	2	0		0	4	2	0		0	3	0	0		15	43
8:30 AM	2	0	0	0		0	2	1	0		2	1	2	0		0	1	0	0		11	28
8:45 AM	4	2	0	0		1	0	2	0		0	2	1	0		0	5	0	0		17	17
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	16	8	4	0		4	12	12	0		8	28	8	0		0	20	4	0		**124**	
Heavy Trucks	4	4	4	0		4	0	8	0		0	4	4	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		**4**	
Buses																						
Stopped Buses																						

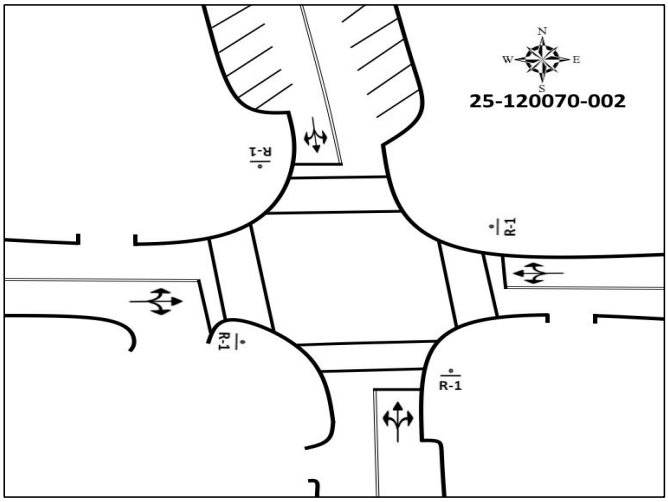
LOCATION: Village Blvd & 129th Ave W/E
CITY/STATE: Madeira Beach, FL

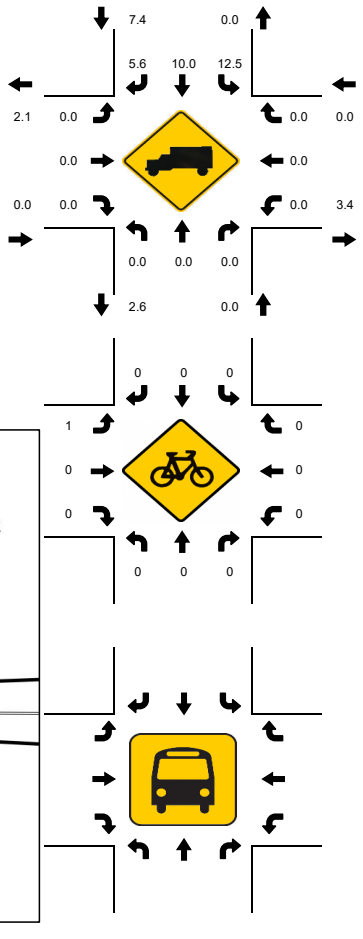
PROJECT ID: 25-120070-002
DATE: Thu, Feb 13, 2025

Peak-Hour: 04:00 PM - 05:00 PM
Peak 15-Minute: 04:00 PM - 04:15 PM



National Data & Surveying Services



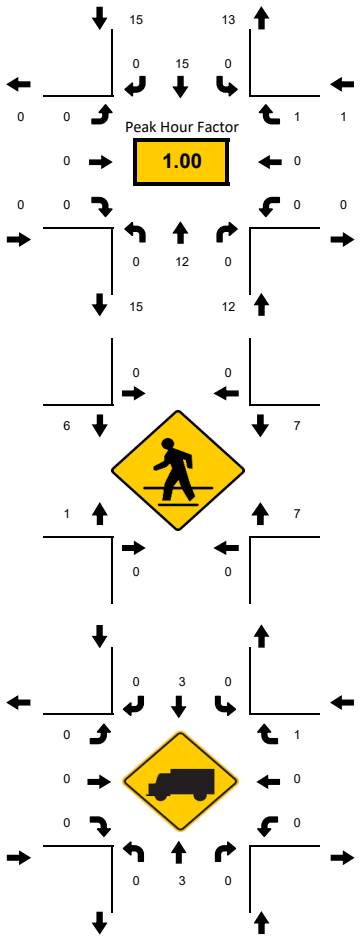


15-Min Count Period Beginning At	Village Blvd Northbound					Village Blvd Southbound					129th Ave W/E Eastbound					129th Ave W/E Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	6	2	0	0		4	3	7	0		7	2	3	0		1	12	4	0		51	200
4:15 PM	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
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	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																						

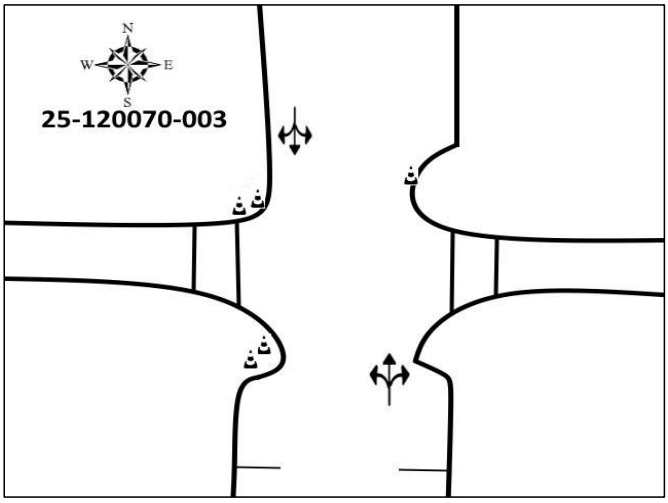
LOCATION: Village Blvd & Fishermans Alley
CITY/STATE: Madeira Beach, FL

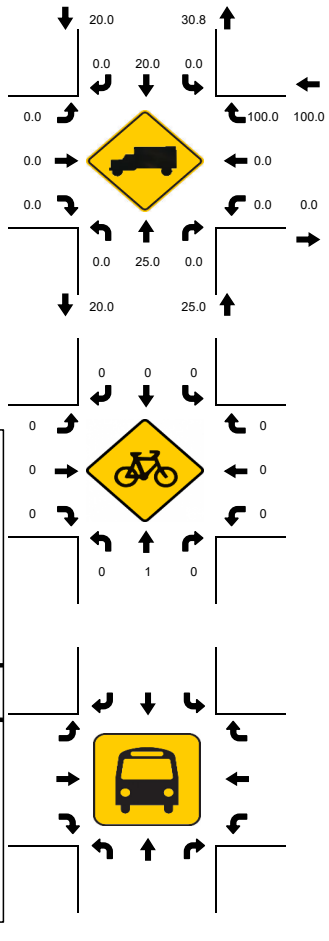
PROJECT ID: 25-120070-003
DATE: Thu, Feb 13, 2025

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:00 AM - 08:15 AM



National Data & Surveying Services



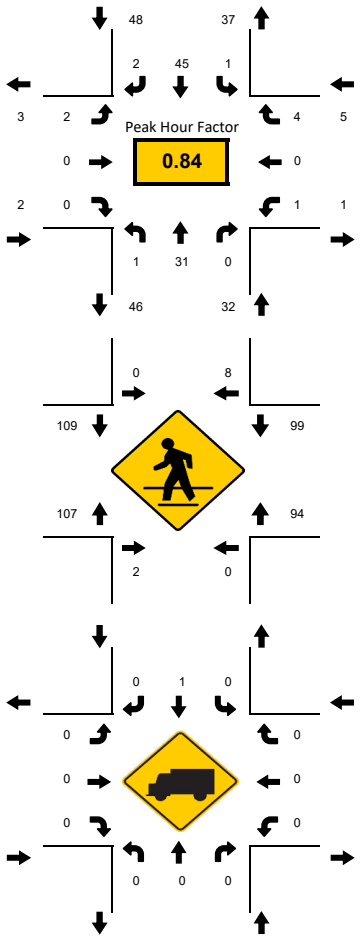


15-Min Count Period Beginning At	Village Blvd Northbound					Village Blvd Southbound					Fishermans Alley Eastbound					Fishermans Alley Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	4	0	0		0	2	0	0		0	0	0	0		0	0	0	0		6	15
7:15 AM	0	3	0	0		0	2	0	0		0	0	0	0		0	0	0	0		5	16
7:30 AM	0	0	0	0		0	2	0	0		0	0	0	0		0	0	0	0		2	18
7:45 AM	0	0	0	0		0	2	0	0		0	0	0	0		0	0	0	0		2	23
8:00 AM	0	2	0	0		0	5	0	0		0	0	0	0		0	0	0	0		7	28
8:15 AM	0	2	0	0		0	4	0	0		0	0	0	0		0	0	1	0		7	21
8:30 AM	0	2	0	0		0	5	0	0		0	0	0	0		0	0	0	0		7	14
8:45 AM	0	6	0	0		0	1	0	0		0	0	0	0		0	0	0	0		7	7
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	0	24	0	0		0	20	0	0		0	0	0	0		0	0	4	0		**48**	
Heavy Trucks	0	8	0	0		0	4	0	0		0	0	0	0		0	0	4	0		**16**	
Pedestrians		0					0					16					20				**36**	
Bicycles	0	4	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**4**	
Buses																						
Stopped Buses																						

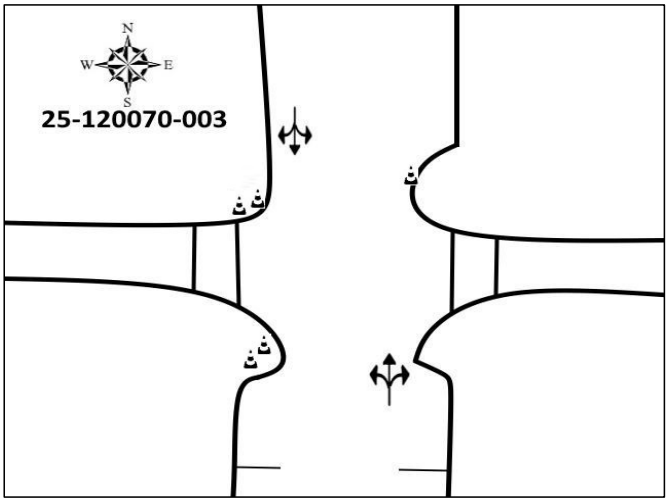
LOCATION: Village Blvd & Fishermans Alley
CITY/STATE: Madeira Beach, FL

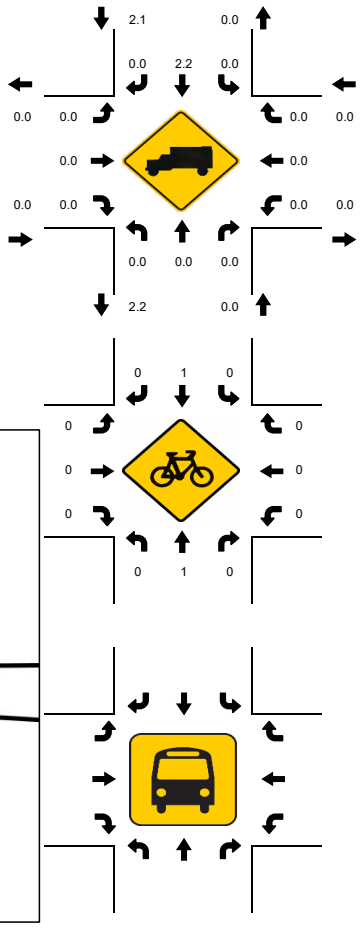
PROJECT ID: 25-120070-003
DATE: Thu, Feb 13, 2025

Peak-Hour: 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	6	0	1		0	0	0	0		0	0	1	0		13	66
4:15 PM	0	5	0	0		0	12	0	0		0	0	0	0		0	0	1	0		18	69
4:30 PM	0	5	0	0		0	11	1	0		0	0	0	0		0	0	1	0		18	71
4:45 PM	0	3	0	0		0	13	0	0		0	0	0	0		0	0	1	0		17	78
5:00 PM	1	9	0	0		0	5	0	0		0	0	0	0		0	0	1	0		16	87
5:15 PM	0	8	0	0		0	8	0	0		1	0	0	0		1	0	2	0		20	71
5:30 PM	0	6	0	0		0	18	1	0		0	0	0	0		0	0	0	0		25	51
5:45 PM	0	8	0	0		1	14	1	0		1	0	0	0		0	0	1	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		4	72	4	0		4	0	0	0		4	0	8	0		**136**	
Heavy Trucks	0	0	0	0		0	4	0	0		0	0	0	0		0	0	0	0		**4**	
Pedestrians		8					24					284					248				**564**	
Bicycles	0	4	0	0		0	4	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

MOCF: 0.94

WEEK	DATES	SF	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

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	-	-

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	49
Stage 1	-	-	-	-	49	-
Stage 2	-	-	-	-	14	-
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	-	-	1517	-	943	1020
Stage 1	-	-	-	-	973	-
Stage 2	-	-	-	-	1009	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1517	-	943	1020
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	-

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	-	-

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	-

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	-	-

NOTICE OF PUBLIC HEARING
CITY OF MADEIRA BEACH PLANNING COMMISSION ACTING AS THE LOCAL PLANNING AGENCY (LPA) FOR PROPOSED AMENDMENT TO THE MADEIRA BEACH ZONING MAP

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:

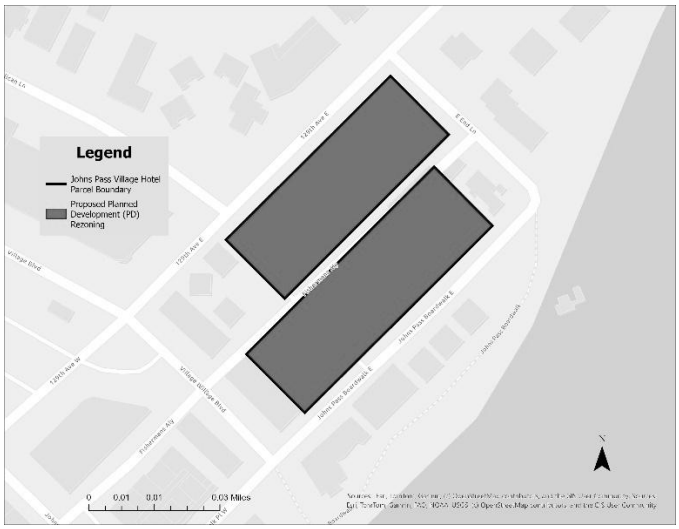
NOTICE IS HEREBY GIVEN that the Planning Commission, acting as the Local Planning Agency (LPA) of the City of Madeira Beach, will conduct a public hearing on Monday June 1st, 2026, at 6:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the review 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

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: *Sec. 110-389. Submission requirements and review process* requires a public notice to be posted 15 days before the public hearing. *Sec. 2-78. - Conduct of hearing* requires a public notice to be mailed to property owners within 300 feet in any direction of the properties, which is the subject matter of this ordinance. Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. 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. 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 Planning Commission 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.

City Of Madeira Beach FLORIDA

AFFIDAVIT OF POSTING

Date: 5/14/2026

Postings for Ord. 2026-05

Before me this day Lisa Schumann personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

Lisa Schumann
Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 14th day of May, 2026.

Personally known or produced _____ as identification.

SAMANTHA ARISON NOTARY PUBLIC MY COMMISSION EXPIRES 3-15-2027 STATE OF FLORIDA COMMISSION NUMBER HH374445
Notary Public Stamp

Samantha Arison
Notary Public

05/14/26
Date

*Copy of public notice is attached.

John's Pass Village Hotel Planned Development (PD)

John's Pass Village Hotel Planned Development (PD) Development Agreement

John's Pass Village Hotel Planned Development (PD) Development Agreement

John's Pass Village Hotel Planned Development (PD) Development Agreement Public Notice

Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning

Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning

John's Pass Village Hotel (PD) Concept Plan

John's Pass Village Hotel (PD) Conceptual Images & Elevations

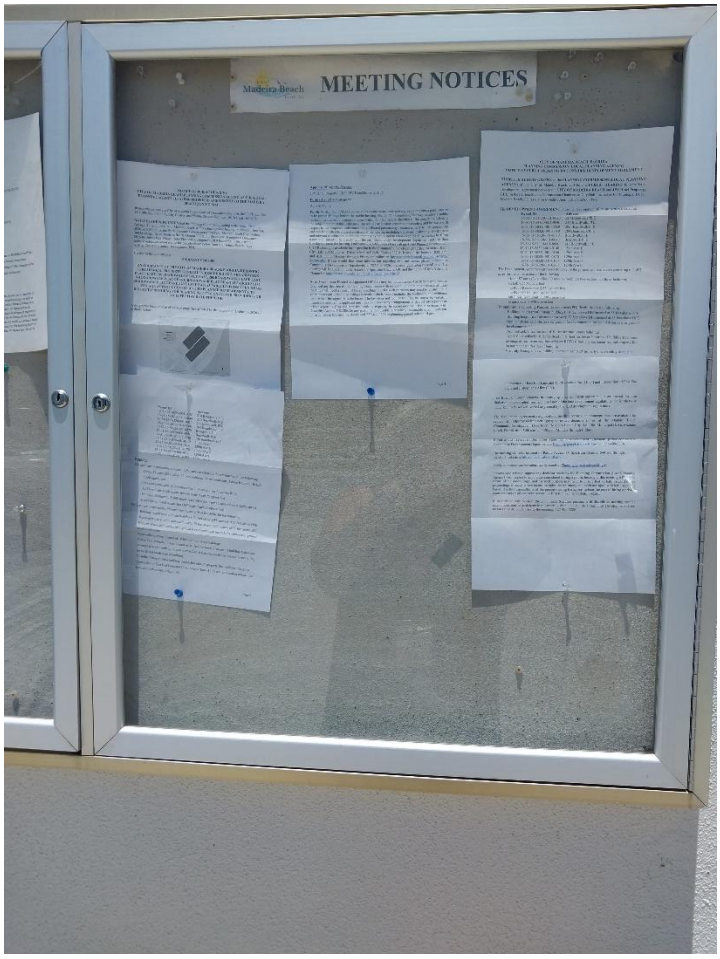
John's Pass Village Hotel (PD) Landscape Plan

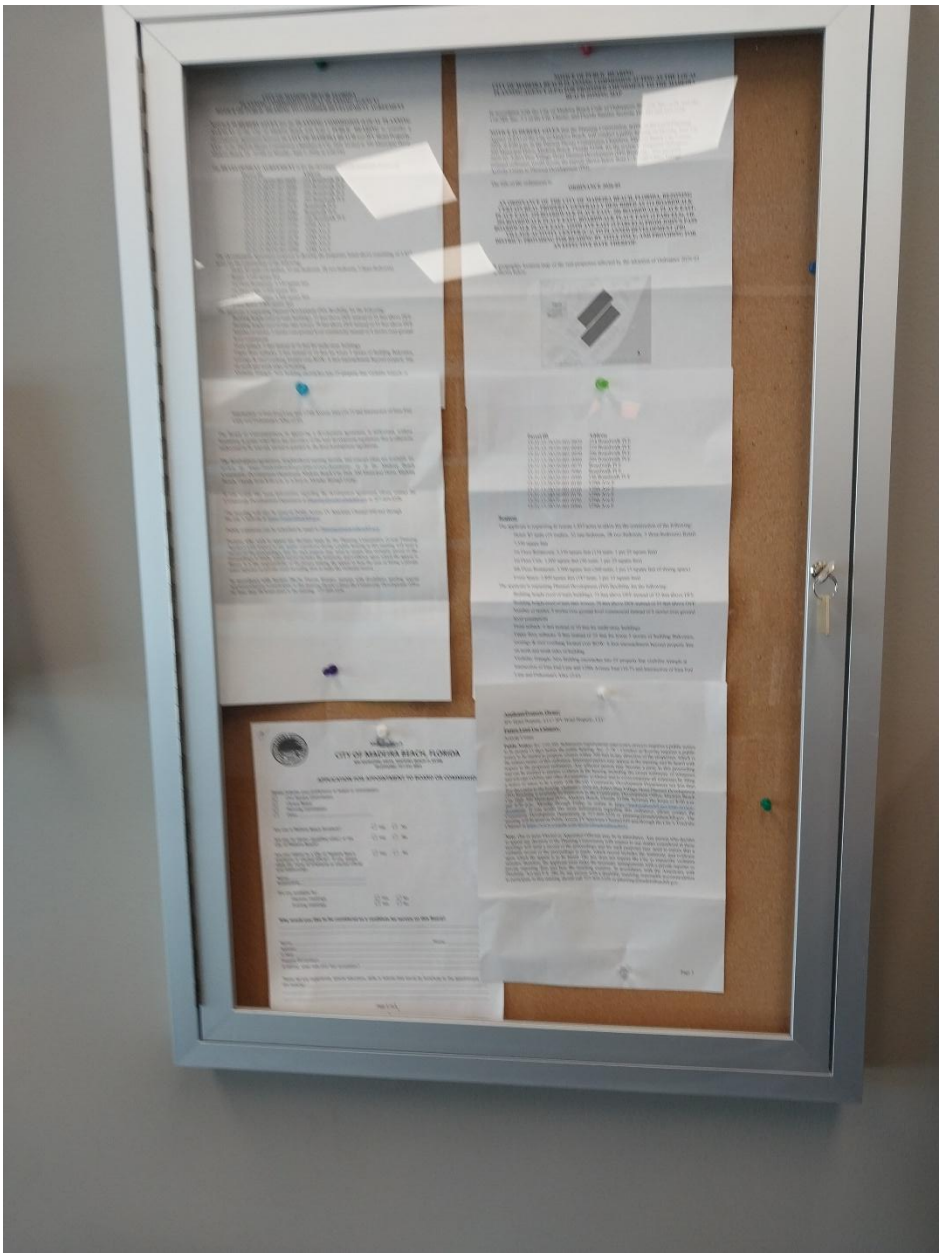
John's Pass Village Hotel (PD) Narrative

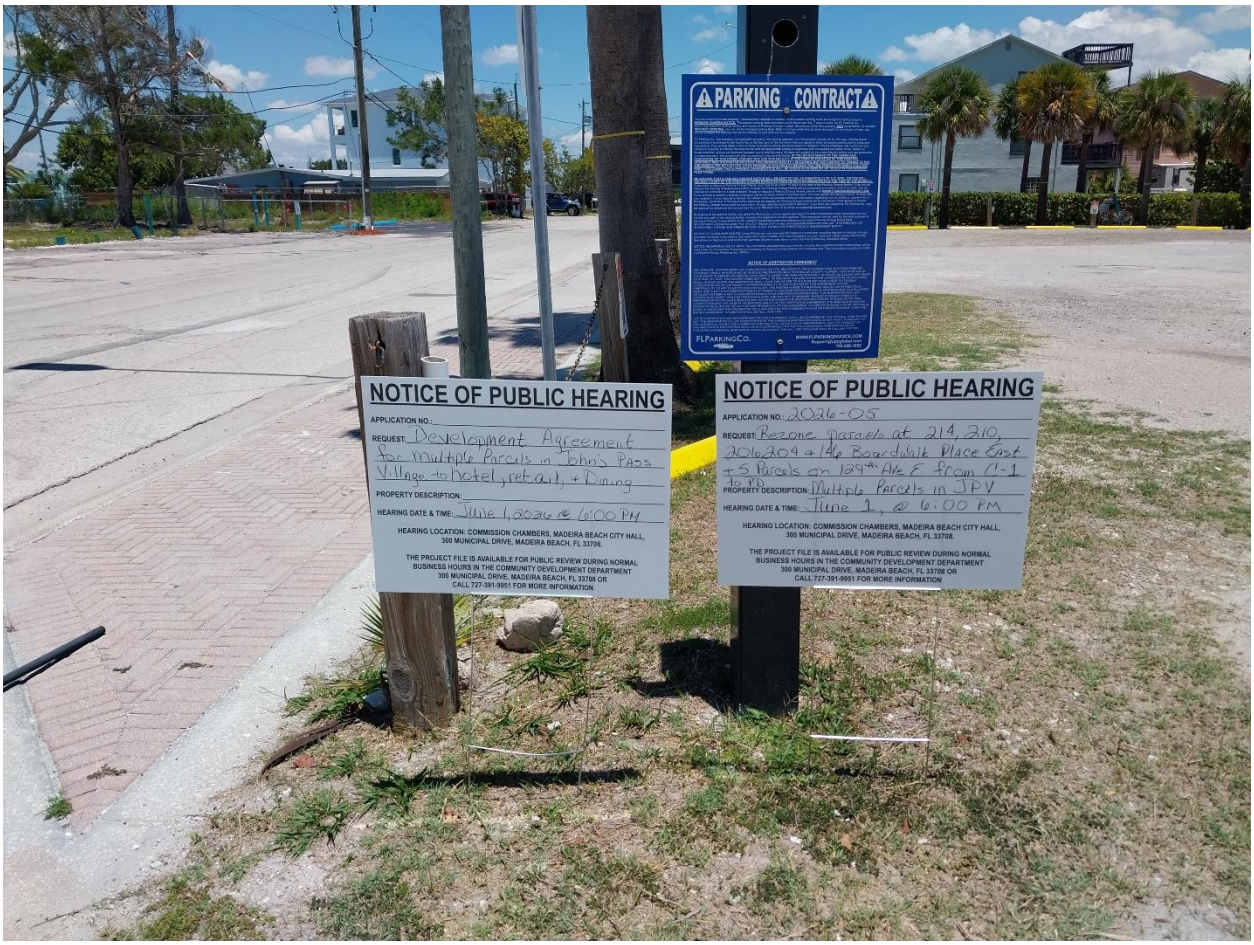
Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning Public Notice

Ordinance 2026-06, Fisherman's Alley - Vacation of ROWs

Ord 2026-06, Fisherman's Alley - Vacation of ROWs




CITY OF MADEIRA BEACH, FLORIDA


PARKING CONTRACT
FLPARKINGCO.
NOTICE OF PUBLIC HEARING
APPLICATION NO.:
REQUEST: Development Agreement for Multiple Parcels in Johns Pass Village to Hotel, retail, + Dining
PROPERTY DESCRIPTION:
HEARING DATE & TIME: June 1, 2026 @ 6:00 PM
HEARING LOCATION: COMMISSION CHAMBERS, MADEIRA BEACH CITY HALL, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.
THE PROJECT FILE IS AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS IN THE COMMUNITY DEVELOPMENT DEPARTMENT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708 OR CALL 727-391-9951 FOR MORE INFORMATION
NOTICE OF PUBLIC HEARING
APPLICATION NO.: 2026-05
REQUEST: Rezone parcels at 214, 210, 206, 204 + 146 Boardwalk Place East + 5 Parcels on 129th Ave E from C-1 to PD
PROPERTY DESCRIPTION: Multiple Parcels in JPV
HEARING DATE & TIME: June 1, @ 6:00 PM
HEARING LOCATION: COMMISSION CHAMBERS, MADEIRA BEACH CITY HALL, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.
THE PROJECT FILE IS AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS IN THE COMMUNITY DEVELOPMENT DEPARTMENT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708 OR CALL 727-391-9951 FOR MORE INFORMATION

AFFIDAVIT OF MAILING

Date: 5/14/2026

Mailings for Case # ORD 2026-05

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me this day Lisa Schemmer personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Sworn and subscribed before me this 14th day of May, 2026.

Personally known or produced _____ as identification.

SAMANTHA ARISON NOTARY PUBLIC MY COMMISSION EXPIRES 3-15-2027 STATE OF FLORIDA COMMISSION NUMBER HH 374445

Samantha Arison
Notary Public

05/14/26
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

Memorandum
Meeting Details: Board of Commissioners Workshop Meeting May 27, 2026, 4:00 p.m.
Planning Commission – Local Planning Agency Meeting June 1, 2026, 6:00 p.m.
Prepared For: Board of Commissioners and Planning Commission– Local Planning Agency
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:

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

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 being 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 precede this 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').

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 10,900 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 Development Agreement is required when rezoning to a Planned Development (PD).

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.

(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 during special events when Boardwalk Place may be closed to vehicular traffic. 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 the 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 of processing the Development

Agreement such as advertising. The improvements required of the developer are specifically included in the Development Agreement. Impact fees due are shown in Exhibit H of the Development Agreement.

Recommendation(s):

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 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;
- Roadway improvement by milling and resurfacing Boardwalk Place
- Access for two properties located adjacent to East End Lane through the garage on occasions when Boardwalk Place is not open to vehicular or pedestrian traffic.

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').

Based on criteria allowing flexibility in Section 110-387 and the provisions in the City Code for Planned Developments and Development Agreements, City Staff recommend approval of John's Pass Village Hotel Development Agreement based on the design features, the items the developer is providing and the flexibility allowed by the land development regulations. Based on these criteria the city supports the PD flexibility requests.

Attachments:
John's Pass Village Hotel Planned Development (PD) Development Agreement
Public Notices and Newspaper Ad

Required Notice:
The Planning Commission must announce that the Development Agreement will be going to public hearing at the Board of Commissioners Regular Meeting on a certain date.

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.

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 three (3) years from the Commencement Date of the Agreement to file an application for building permit for commencement of development.

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 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:

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').

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.

_____
Notary Public
Print Name: _____

My Commission Expires:

(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

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



sunshine state ONE CALL of Florida
Safe digging is no accident. Always call 811 before digging.
Know what's below. Call before you dig. 811
Protecting damage to buried utilities, promoting awareness & safe excavation throughout the Sunshine State

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	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
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) Retail: 7,550 square feet 1st Floor Restaurant: 3,350 square feet (134 seats: 1 per 25 square feet) 1st Floor Café: 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)		
Existing Zoning	C-1, John's Pass Village Activity Center (Commercial Core)		
Site Area	North Parcels:	27,952 square feet	0.642 acres
	South Parcels:	31,928 square feet	0.733 acres
	Vacated Alley:	3,604 square feet	0.083 acres
	Total:	63,484 square feet	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	2,200 square feet	Retail (to be demolished)
	15-31-15-58320-001-0130	924 square feet	Retail (to be demolished)
	Total:	3,124 square feet	
Proposed Building Area	New Hotel:	126,744 square feet	
	New Restrooms:	224 square feet	
	Total:	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:	41,628 square feet	65.6% of site
	Arcade/Porte Cochere:	6,714 square feet	10.6% of site
	Paving/Sidewalk:	5,352 square feet	8.4% of site
	Total:	53,278 square feet	84.6% of site
Open Space	Landscaping:	7,560 square feet	11.9% of site
	Permeable Pavers:	2,230 square feet	3.5% of site
	Total:	9,790 square feet	15.4% of site
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)	
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:	Multi-story buildings	10 feet
	(129th and Boardwalk)	One-story buildings	0 feet
		Stairs, elevators	0 feet
		Balconies, awnings	0 foot encroachment over ROW
	Street Side Yard:		10 feet
	Interior Side Yard:		10 feet on one side
Proposed Setbacks	Front Yard:	First five stories	0 feet
	(129th and Boardwalk)	Sixth floor	10 feet
		Balconies, awnings	6 foot encroachment
		One-story restroom building	0 feet
	Street Side Yard:		10 feet
	Interior Side Yard:	Hotel	8 feet
		Park Trash Room, Restrooms	1 foot
PD	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, 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').		

PROJECT DIRECTORY

OWNERS: JVP HOTEL PROPERTY, LLC
101 150TH AVENUE
MADEIRA BEACH, FL 33708

DEVELOPER: WILLIAM KARNS 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 KARNS ENTERPRISES, INC
101 150th AVENUE
MADEIRA BEACH, FL 33708

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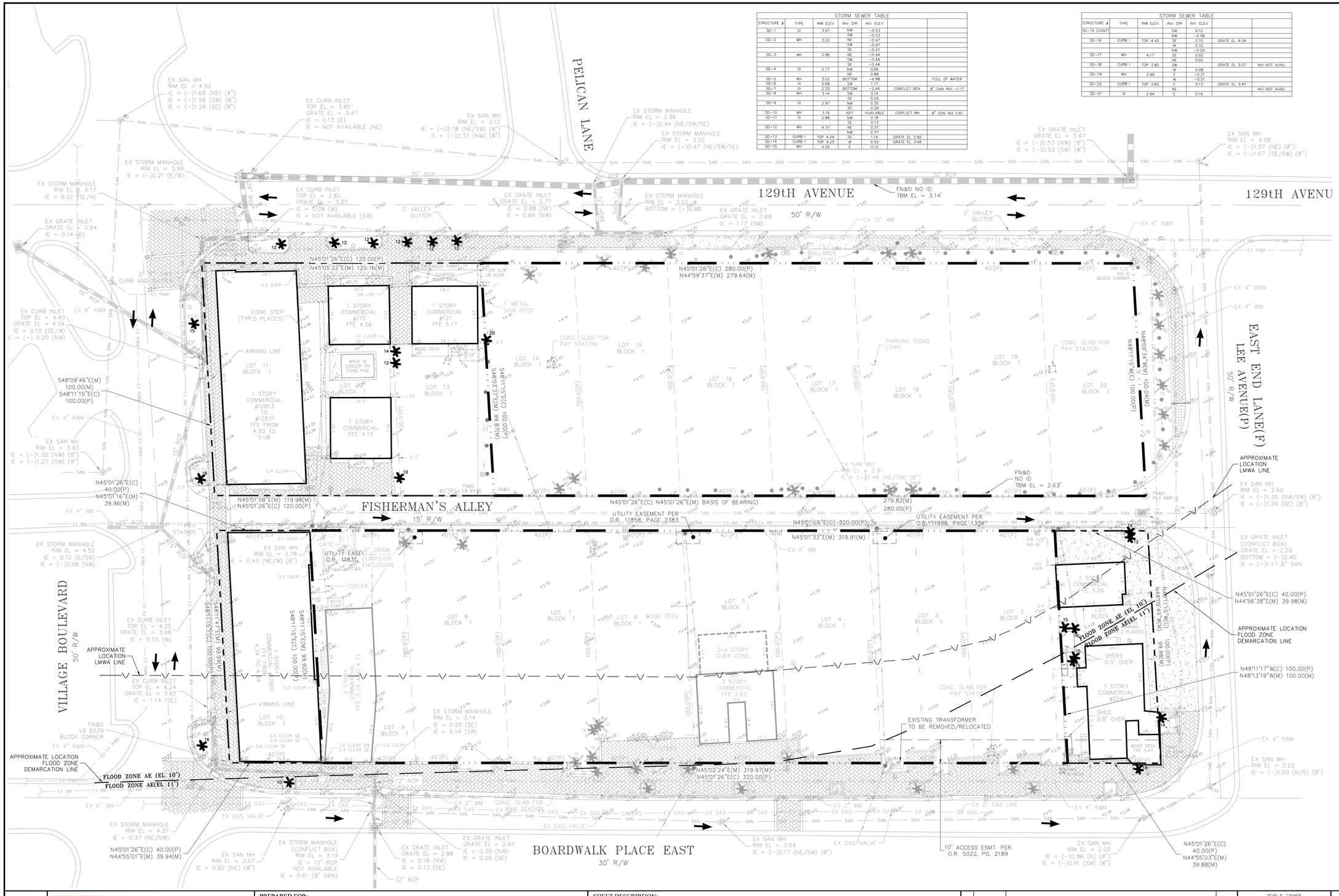
25-003
DATE: 04/03/2025
REVISED: 03/13/2026
JOHNS PASS VILLAGE RESORT

SEAN P. CASHEN
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 42505

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STORM SEWER TABLE						
STRUCTURE #	TYPE	RIM ELEV	INV. DIR	INV. ELEV		
SD–1	GI	3.47	NW	–0.53		
			SW	–0.53		
SD–2	MH	3.02	NE	–0.47		
			SW	–0.47		
			SE	–0.47		
SD–3	MH	2.96	NE	–0.44		
			SW	–0.44		
			SE	–0.44		
SD–4	GI	2.77	NW	0.66		
			NE	0.88		
SD–5	MH	3.02	BOTTOM	–6.88		FULL OF WATER
SD–6	GI	2.68	SW	1.17		
SD–7	GI	2.20	BOTTOM	–2.40	CONFLICT BOX	8" SAN INV –1.17
SD–8	MH	3.14	SW	0.14		
			SE	0.29		
SD–9	GI	2.97	NW	0.35		
			SE	0.29		
SD–10	MH	3.19	NOT AVAILABLE		CONFLICT MH	8" SAN INV 0.61
SD–11	GI	2.88	NW	0.18		
			SE	0.13		
SD–12	MH	4.37	NE	0.37		
			NW	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		

STORM SEWER TABLE						
STRUCTURE #	TYPE	RIM ELEV	INV. DIR	INV. ELEV		
SD–15 (CONT)			SW	0.12		
			NW	–0.08		
SD–16	CURB I	TOP 4.40	SE	0.10	GRATE EL 4.04	
			W	0.10		
			NW	–0.20		
SD–17	MH	4.17	SE	0.02		
			NE	0.02		
SD–18	CURB I	TOP 3.80	SW		GRATE EL 3.07	INV NOT AVAIL
			W	0.08		
SD–19	MH	3.99	E	–0.21		
			W	–0.21		
SD–20	CURB I	TOP 3.80	E	0.13	GRATE EL 3.47	
			NE			INV NOT AVAIL
SD–21	GI	2.94	E	0.14		

SANITARY SEWER TABLE				
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	2.60	NW	–1.30	8
		SE	–1.20	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
		S	–1.00	8
SS–6	2.09	N	–0.86	8
		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
		SW	–2.18	8
		NW	–2.33	8
SS–10	4.52	NE	–1.68	8
		SW	–1.58	8
		SE	–1.28	8
SS–11	3.93	NW	–1.32	8
		SW	–1.27	8

0 10 20 40

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Know what's below. Call before you dig. 811

FLOOD ZONE NOTE:

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SYMBOL LEGEND

- BFP = 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
Q.C.

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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
EXISTING CONDITIONS PLAN

NO.	DATE	REVISIONS	APPD BY
1	03/09/26	REVISED FLOOD ZONES & LWMA LINE	

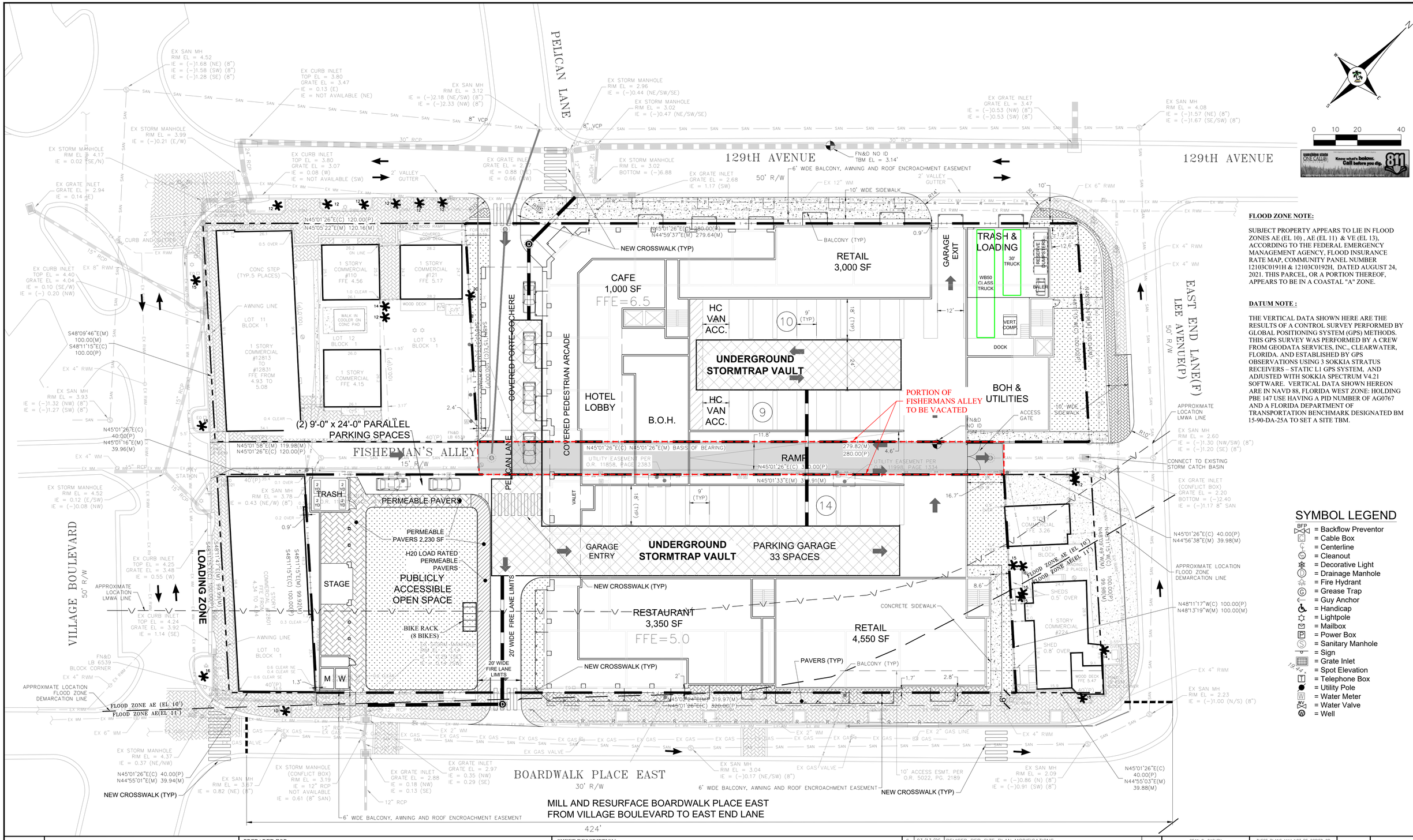
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STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 42505
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GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO. 25-003
DATE: 03/20/25
SHT. C2

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- = Spot Elevation
- = Telephone Box
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- = Water Meter
- = Water Valve
- = Well

DESIGNED: SPC
DRAWN: MKC
CHECKED: SPC
QC:

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PREPARED FOR:
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101 150th AVENUE
MADEIRA BEACH, FL 33708
PHONE: 727-367-3000

SHEET DESCRIPTION:
JOHNS PASS VILLAGE RESORT
PLANNED DEVELOPMENT PLAN

NO.	DATE	REVISIONS	APPD BY
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	

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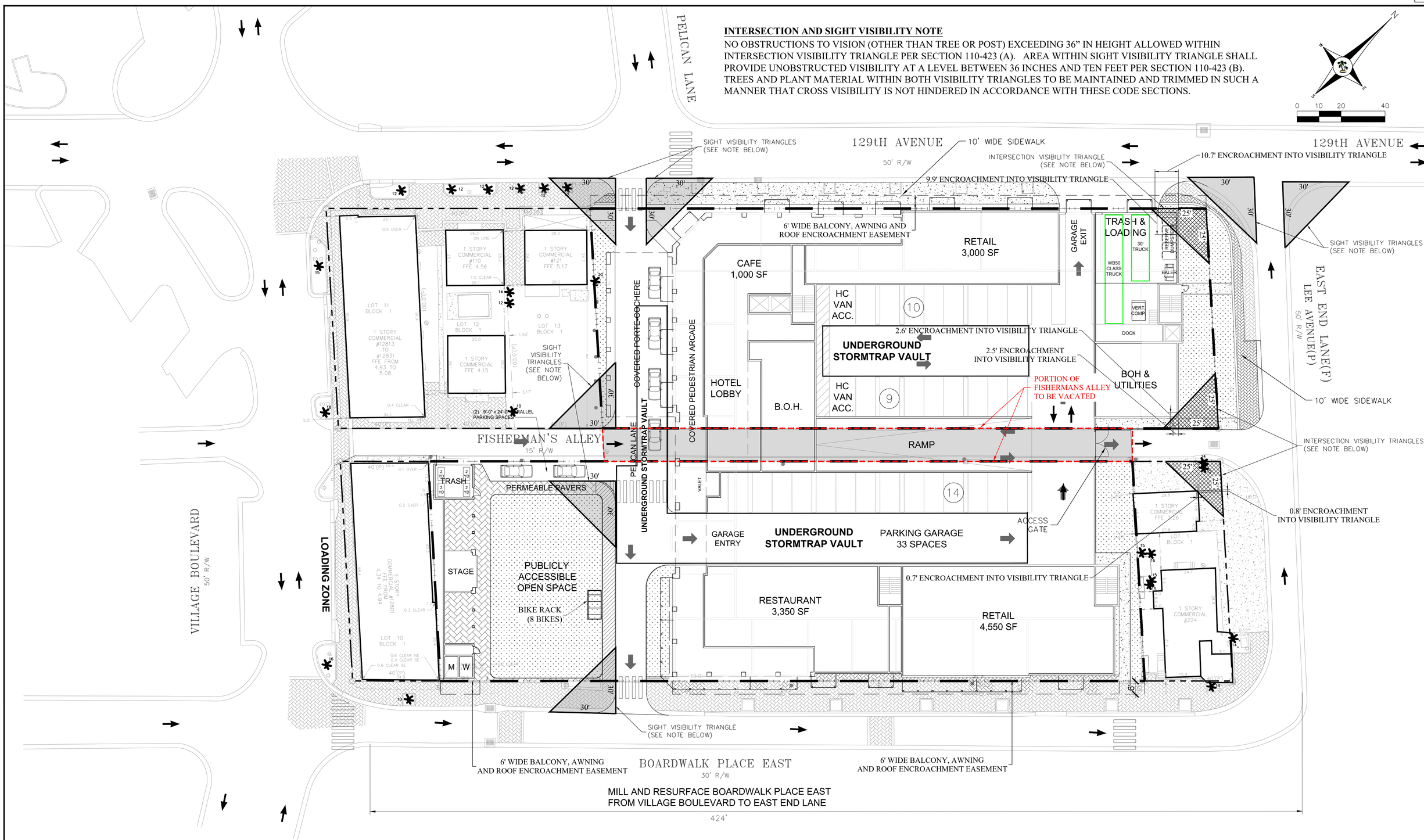
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GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO.: 25-003
DATE: 03/20/25
SHT.: C3

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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	APPD BY
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
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JOB NO. 25-003
DATE: 03/20/25
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PELICAN LANE

129th AVENUE

FISHERMAN'S ALLEY
15' R/W

BOARDWALK PLACE EAST
30' R/W

VILLAGE BOULEVARD
50' R/W

EAST END LANE(F)
LEE AVENUE(P)
50' R/W

424'

CONNECT TO EXISTING SANITARY MANHOLE
8" VCP

CONNECT 4" WATERMAIN TO EX 12" WATERMAIN
2' VALLEY GUTTER

PROPOSED 6" RECLAIMED WATER MAIN (18" FROM EX 12" WM)
PORTION OF EX 6" RECLAIMED WM TO BE REMOVED
VALLEY GUTTER

REROUTED GRAVITY SANITARY SEWER

COVERED PORTE-COCHERE
COVERED PEDESTRIAN ARCADE

CAFE
1,000 SF

RETAIL
3,000 SF

BALCONY (TYP)

GARAGE EXIT

TRASH & LOADING
30' TRUCK
WB50 CLASS TRUCK
RESERVE BOOSTER
BALER
VERT. COMP.
DOCK

HC VAN ACC.

UNDERGROUND STORMTRAP VAULT

HOTEL LOBBY

B.O.H.

HC VAN ACC.

PORTION OF FISHERMANS ALLEY TO BE VACATED

BOH & UTILITIES

ACCESS GATE

PORTION OF EX 8" SANITARY SEWER TO BE REMOVED

UTILITY EASEMENT PER O.R. 11858, PAGE 4383

RAMP

PORTION OF EX 4" WATERMAIN TO BE REMOVED

VALET

GARAGE ENTRY

UNDERGROUND STORMTRAP VAULT

PARKING GARAGE
33 SPACES

RESTAURANT
3,350 SF

RETAIL
4,550 SF

CONC. SIDEWALK

PROPOSED 4" RECLAIMED WATER MAIN (18" FROM EX 2" WM)

BALCONY (TYP)

20' WIDE FIRE LANE LIMITS

PUBLICLY ACCESSIBLE OPEN SPACE

PERMEABLE PAVERS

STAGE

TRASH

M W

LOADING ZONE

CONC STEP (TYP.5 PLACES)

AWNING LINE

LOT 11 BLOCK 1

1 STORY COMMERCIAL #1281.3 TO #1283I FFE FROM 4.93 TO 5.08

1 STORY COMMERCIAL #110 FFE 4.56

1 STORY COMMERCIAL #121 FFE 5.17

1 STORY COMMERCIAL FFE 4.15

WALK IN COOLER ON CONC PAD

LOT 12 BLOCK 1

LOT 13 BLOCK 1

LOT 10 BLOCK 1

(2) 9'-0" x 24'-0" PARALLEL PARKING SPACES

PROPOSED 4" WATERMAIN INTERCONNECT

CONNECT EX 4" WATERMAIN

1 STORY COMMERCIAL #224

SHEDS 0.5' OVER

SHED 0.8' OVER

WOOD DECK FFE 5.47

CONNECT TO AND EXTEND 4" WATERMAIN

PROPOSED 4" WATERMAIN INTERCONNECT

CONNECT 4" WATERMAIN WITH 4"x2" REDUCER

APPROXIMATE LOCATION LMWA LINE

APPROXIMATE LOCATION FLOOD ZONE DEMARCATION LINE

FLOOD ZONE AE (EL 10')
FLOOD ZONE AE(EL 11')

N45°01'26"E(C) 120.00(P)
N45°05'22"E(M) 120.16(M)

S48°09'46"E(M) 100.00(M)
S48°11'15"E(C) 100.00(P)

N45°01'26"E(C) 40.00(P)
N45°01'16"E(M) 39.96(M)

N45°01'26"E(C) 280.00(P)
N44°59'37"E(M) 279.64(M)

N45°01'26"E(C) N45°01'26"E(M) BASIS OF BEARING

279.82(M)
280.00(P)

N45°01'26"E(O) 319.00(P)
N45°01'33"E(M) 319.91(M)

N45°01'26"E(C) 320.00(P)
N45°01'24"E(M) 319.97(M)

N45°01'26"E(C) 40.00(P)
N44°56'38"E(M) 39.98(M)

N48°11'17"W(C) 100.00(P)
N48°13'19"W(M) 100.00(M)

N45°01'26"E(C) 40.00(P)
N44°55'01"E(M) 39.94(M)

N45°01'26"E(C) 40.00(P)
N44°55'03"E(M) 39.88(M)

S48°11'47"E(M) 99.99(M)
S48°11'15"E(C) 100.00(P)

S48°11'15"E(M) 99.92(M)
S48°11'15"E(C) 100.00(P)

EX SAN MH
RIM EL = 4.52
IE = (–)1.68 (NE) (8")
IE = (–)1.58 (SW) (8")
IE = (–)1.28 (SE) (8")

EX SAN MH
RIM EL = 3.12
IE = (–)2.18 (NE/SW) (8")
IE = (–)2.33 (NW) (8")

EX SAN MH
RIM EL = 4.08
IE = (–)1.57 (NE) (8")
IE = (–)1.67 (SE/SW) (8")

EX SAN MH
RIM EL = 3.93
IE = (–)1.32 (NW) (8")
IE = (–)1.27 (SW) (8")

EX SAN MH
RIM EL = 3.78
IE = 0.43 (NE/W) (8")

EX SAN MH
RIM EL = 3.57
IE = 0.82 (NE) (8")

EX SAN MH
RIM EL = 3.04
IE = (–)0.17 (NE/SW) (8")

EX SAN MH
RIM EL = 2.09
IE = (–)0.86 (N) (8")
IE = (–)0.91 (SW) (8")

EX SAN MH
RIM EL = 2.23
IE = (–)1.00 (N/S) (8")

EX SAN MH
RIM EL = 2.60
IE = (–)1.30 (NW/SW) (8")
IE = (–)1.20 (SE) (8")

EX 8" RWM
EX 4" RWM
EX 4" WM
EX 6" WM
EX 2" WM
EX 6" RWM
EX 4" RWM
EX 4" WM
EX 2" GAS LINE
EX GAS VALVE

10' ACCESS ESMT. PER O.R. 5022, PG. 2189

0 10 20 40

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FLOOD ZONE NOTE:

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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
UTILITY PLAN

NO.	DATE	REVISIONS	APPD BY
2	03/13/26	REVISED PER SITE PLAN MODIFICATIONS	
1	01/16/26	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.

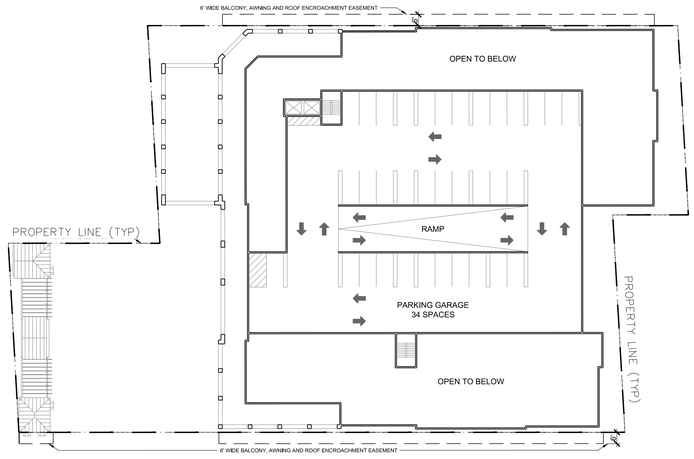
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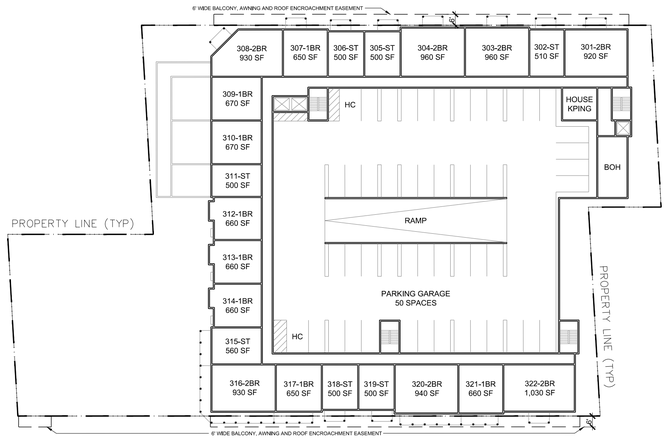
SEAN P. CASHEN, P.E. #42505
NOT VALID UNLESS SIGNED & EMBOSSED
BY A REGISTERED ENGINEER
GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO. 25-003
DATE: 03/20/25
SHT. C5

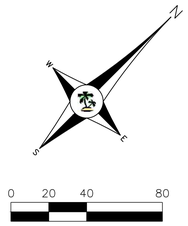
Y:\PUBLIC\JOHNS Pass Village Resort (25-003)\Drawings\PSP\25-003 PSP UTILITY.dwg, 3/30/2026 2:51:15 PM



MEZZANINE PLAN

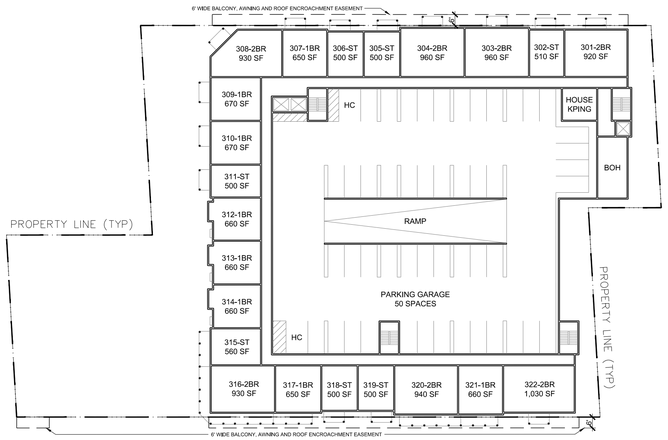


2nd FLOOR PLAN

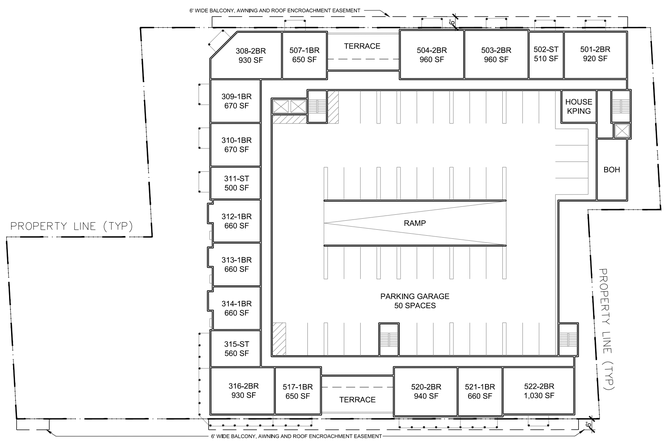


BUILDING AREA TABLE

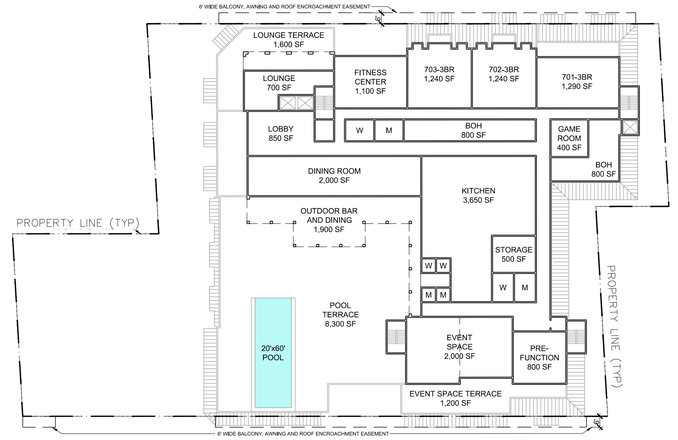
Floor	Gross Area	Parking Garage	Balcony/Terrace
1	19,058 sf	20,716 sf	0 sf
Mezzanine	607 sf	20,563 sf	0 sf
2	21,228 sf	23,078 sf	3,155 sf
3	21,228 sf	23,078 sf	1,892 sf
4	21,228 sf	23,078 sf	1,892 sf
5	19,089 sf	20,678 sf	2,800 sf
6	24,530 sf	0 sf	15,711 sf
Total	126,968 sf	131,191 sf	25,450 sf



3rd & 4th FLOOR PLAN



5th FLOOR PLAN



6th FLOOR PLAN

DESIGNED: SPC
DRAWN: MKC
CHECKED: SPC
Q.C.:

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
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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
PLANNED DEVELOPMENT PLAN

NO.	DATE	REVISIONS	APPD BY
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	

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.

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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

JOB NO.: 25-003
DATE: 03/20/25
SHT.: C6

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Northwest Corner



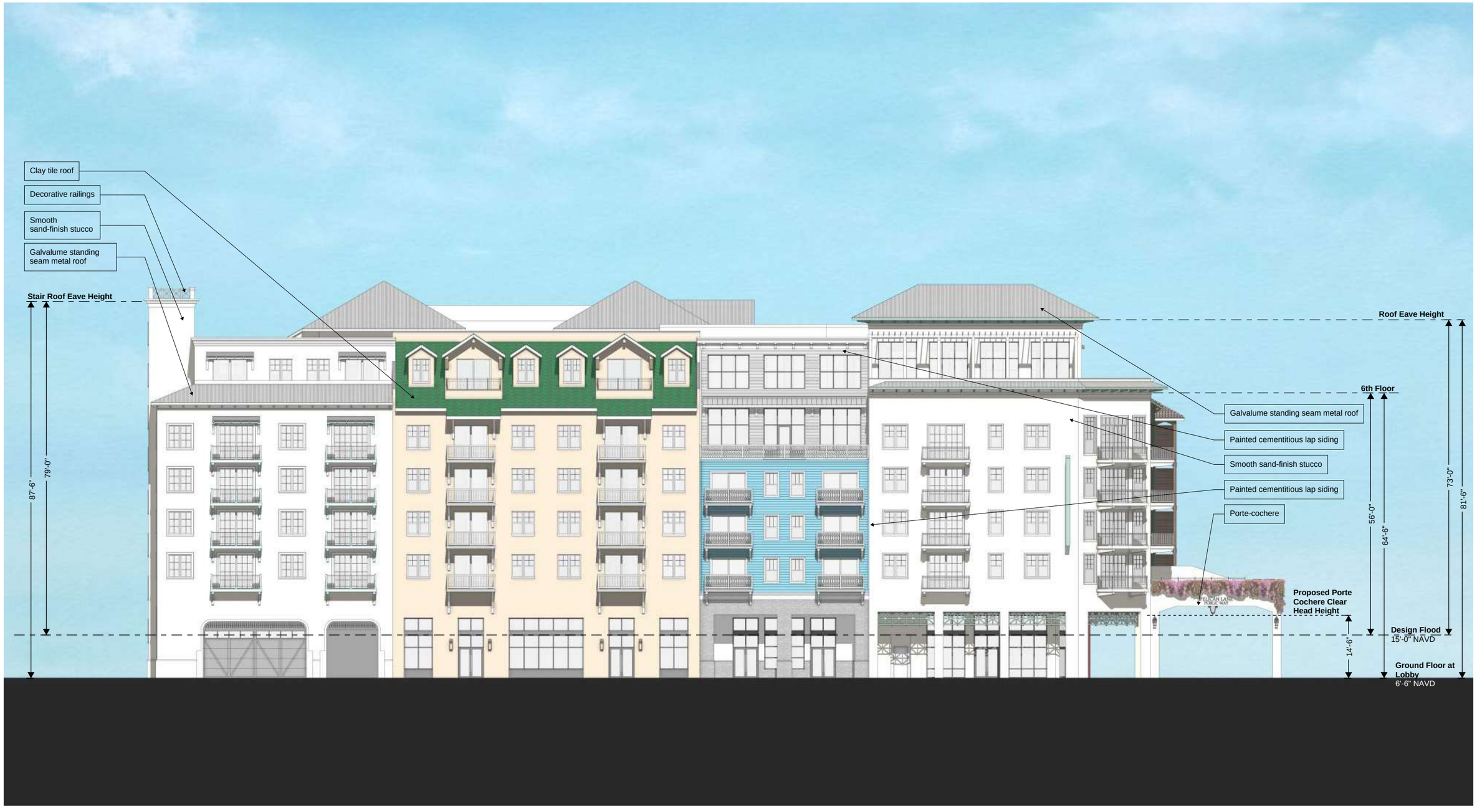
Northeast Corner



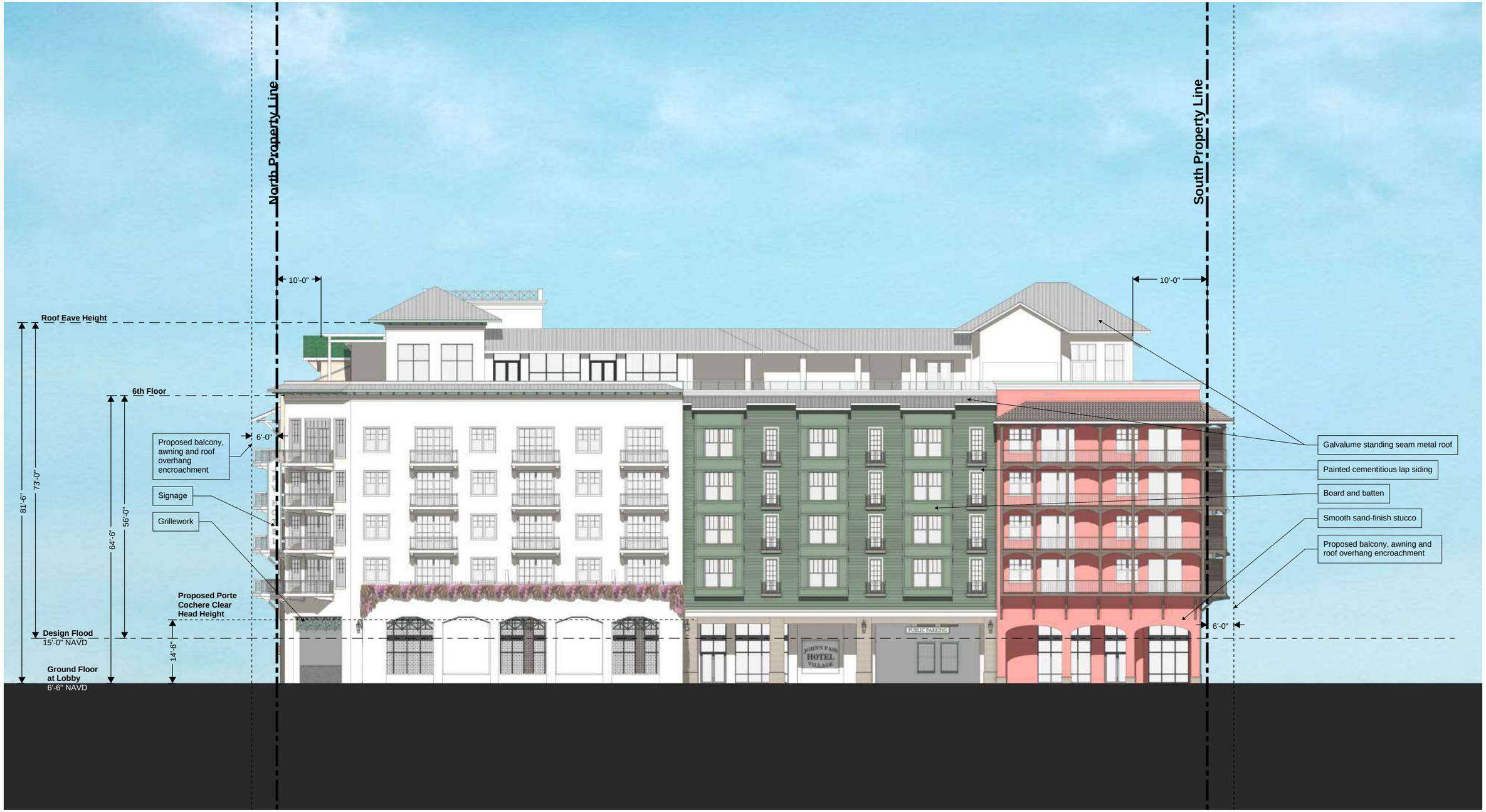
Southeast Corner



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



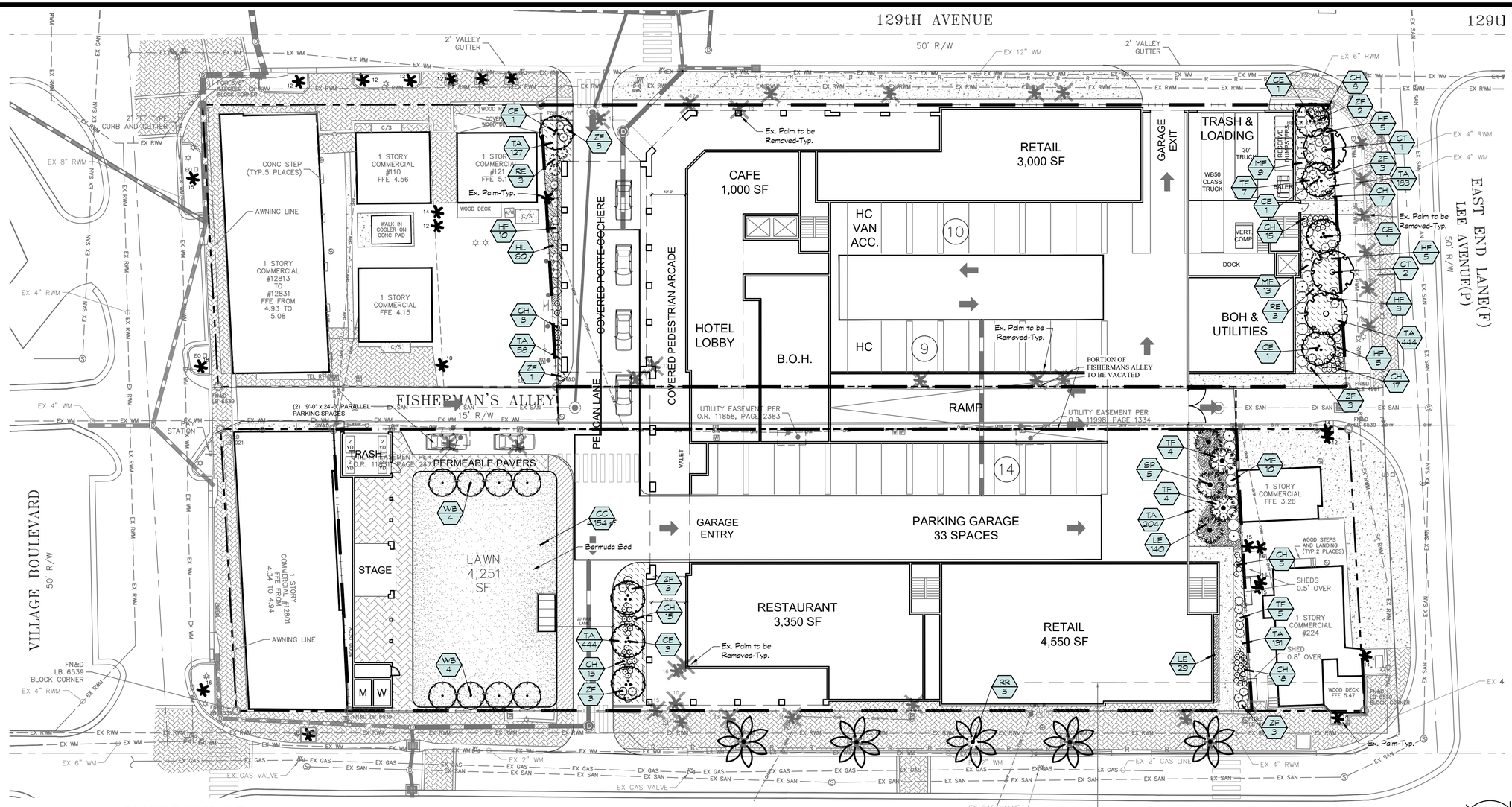
Southeast Aerial



Northwest Aerial



View from bridge



PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
TREES							
CT	3	*Cocoloba uvifera*	Sea Grape	-	2" Cal.+	8`-10` Ht., 3`-4` Sp.	Native, Drought Tolerant, Single Trunk, Std.
CE	8	*Conocarpus erectus `Sericeus`*	Silver Buttonwood	-	2" Cal.+	8`-10` Ht., 3`-4` Sp.	Native, D.T., 3-4 Trunks
RR	5	*Roystonea regia*	Florida Royal Palm	-		12` CT, Matched Ht.	Native, Drought Tolerant
SP	5	*Sabal palmetto*	Sabal Palm	-		12`-15` CT, Varied Ht.	Native, Drought Tolerant
WB	8	*Wodyetia bifurcata*	Foxtail Palm	-		10` Clear Trunk, Matched	

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
SHRUBS						
CH	108	*Chrysobalanus icaco `Horizontalis`*	Horizontal Cocoplum	3 Gal., 12" Ht. x 12" Sp.	24" o.c.	Native, Drought Tolerant
HF	28	*Hamelia patens 'Firefly'*	Firefly Dwarf Firebush	3 gal., 14" Ht. x 14" Sp.	36" o.c.	Native, Drought Tolerant
MF	32	*Myrcianthes fragrans*	Simpson`s Stopper	7 Gal., 32" Ht. x 30" Sp.	48" o.c.	Native, Drought Tolerant
RE	6	*Russelia equisetiformis*	Firecracker Plant	3 gal., 20" Ht. x 20" Sp.	48" o.c.	Drought Tolerant
TF	20	*Tripsacum dactyloides*	Fakahatchee Grass	3 gal., 20" Ht. x 20" Sp.	36" o.c.	
ZF	21	*Zamia floridana*	Coontie	3 Gal., 16" Ht. x 16" Sp.	36" o.c.	Native, Drought Tolerant
GROUND COVERS						
HL	60	*Helianthus debilis vestitus*	West Coast Beach Sunflower	12`x12`, 1 gal.	18" o.c.	Native, Drought Tolerant
LE	169	*Liriope muscari `Emerald Goddess`*	Emerald Goddess Liriope	12"x18", 1 gal.	18" o.c.	Drought Tolerant, Rode Groundcovers
TA	1,591	*Trachelospermum asiaticum `Summer Sunset`*	Dwarf Tricolor Asiatic Jasmine	4"pot@	12" o.c.	Drought Tolerant, Rode Groundcovers
SOD/SEED						
CC	4,154 sf	*Cynodon dactylon `Celebration`*	Celebration Bermudagrass	sod		

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

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.

sunshine state ONE CALL of florida
Safe digging is no accident. Always call 811 before digging.
Know what's below. Call before you dig. 811
Preventing damages to buried utilities by connecting excavators and utility members through the Internet.

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: 727-255-4258 Web: RRGLA.com
Florida License # LA0001461

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.

Revision	Date
A Rev. per Madeira Beach comments	02/10/26

Project Title
JOHNS PASS VILLAGE RESORT
Madeira Beach, Florida

LANDSCAPE PLAN

Project No. 25-006
Date 10/21/25
Sheet LA1

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EXHIBIT C

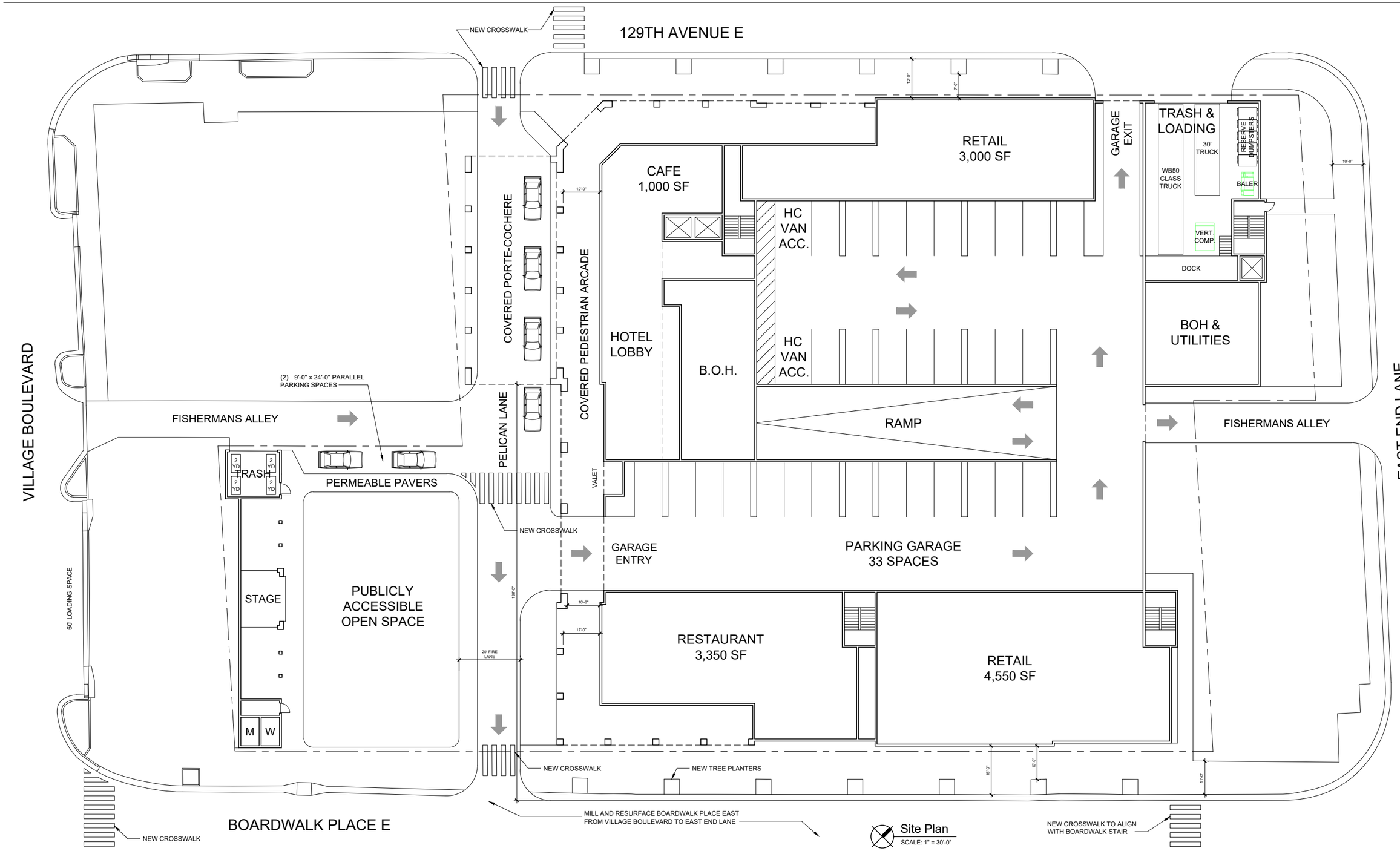
Off-Site Roadway Improvements

See attached.

OFF-SITE ROADWAY IMPROVEMENTS

John's Pass Village Resort | JPV HOTEL PROPERTY LLC

April 10, 2026



Site Plan
SCALE: 1" = 30'-0"

©2026

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 Indemnitee (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.

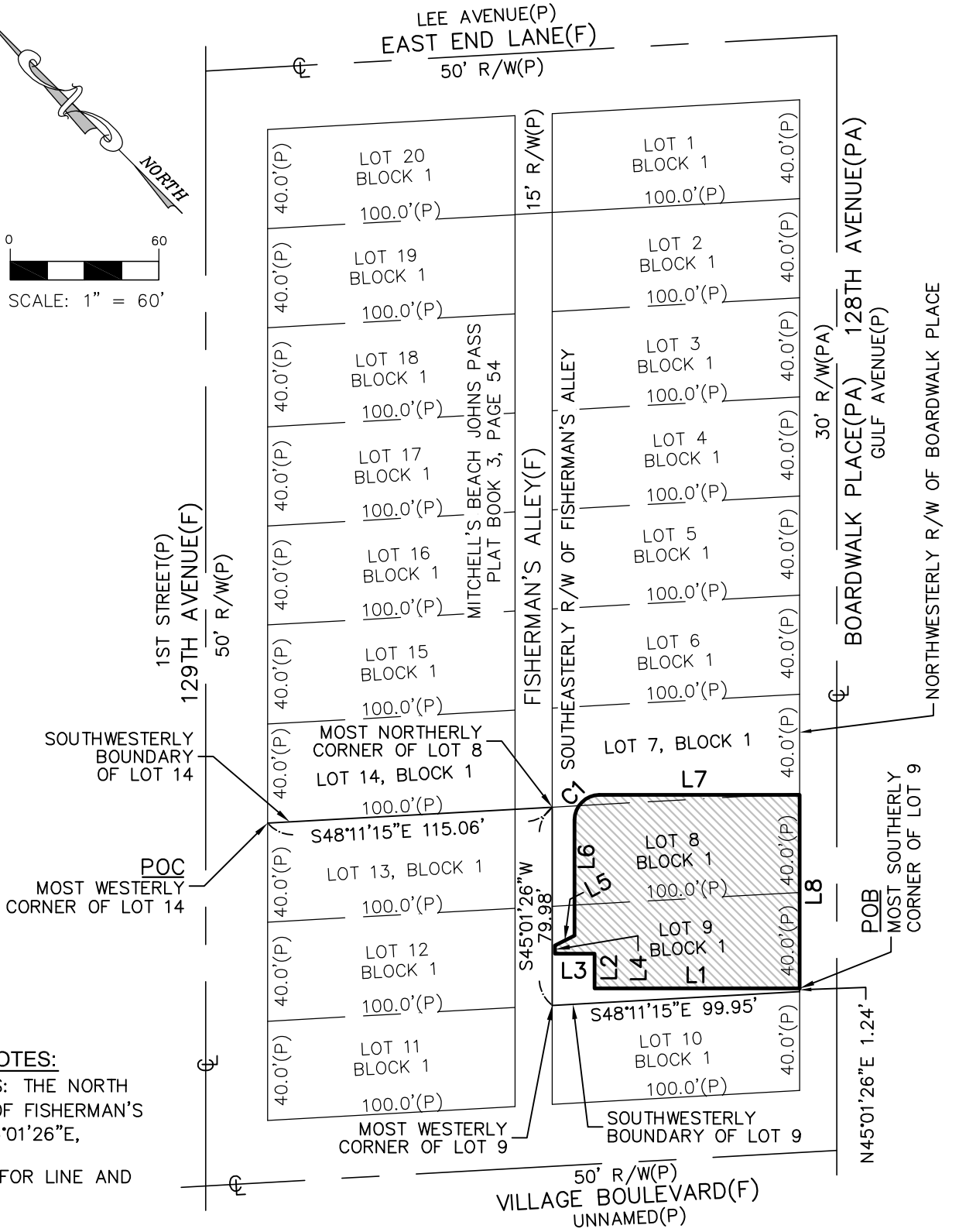
EXHIBIT B
Easement Area

See attached.

SKETCH–OF–LEGAL

PARK EASEMENT AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL



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

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

NAME AND ADDRESS OF THE PREPARER:

GEODATA SYSTEMS INC. D/B/A
GEODATA SERVICES
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447–1763
LB 7466

SKETCH–OF–LEGAL

PARK EASEMENT AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL

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

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

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 whatsover, 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.

_____
Notary Public
Print Name: _____

My Commission Expires:

(NOTARY SEAL)

EXHIBIT A
GRANTOR PROPERTY, EASEMENT AREA & ENCROACHMENTS

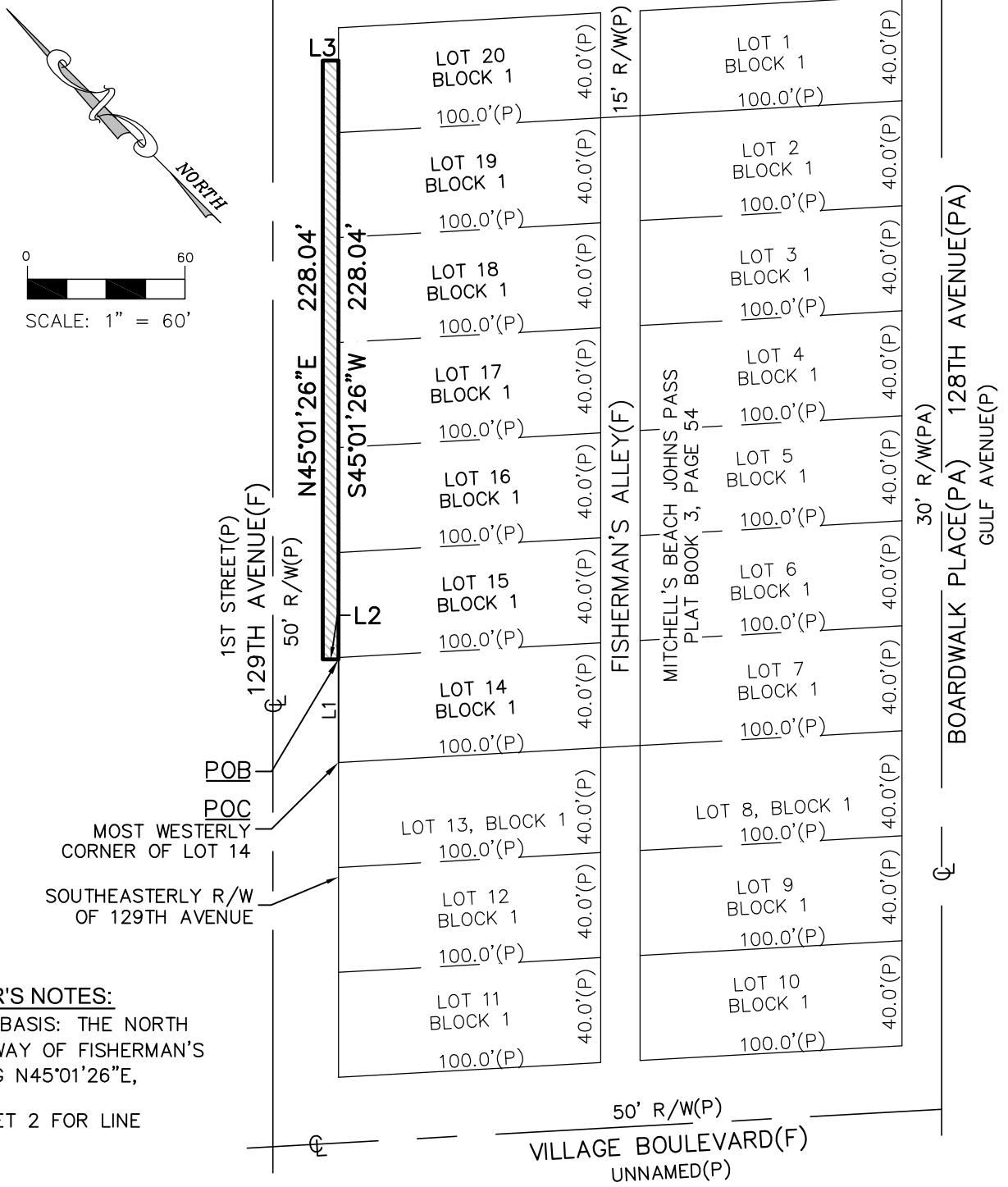
See attached.

SKETCH–OF–LEGAL

BALCONY, AWNING &
ROOF AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL

Item 7D.



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 23, 2026
SCALE:	1"=60'
SHEET 1 of 2	
W.O. 6330.C	

ABBREVIATION LEGEND:

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(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

BALCONY, AWNING &
ROOF AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL

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

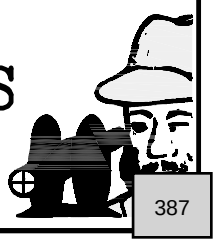
THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW
CHECKED BY: D.J.E.
DATE: MARCH 23, 2026
SHEET 2 of 2
W.O. 6330.C

ABBREVIATION LEGEND:
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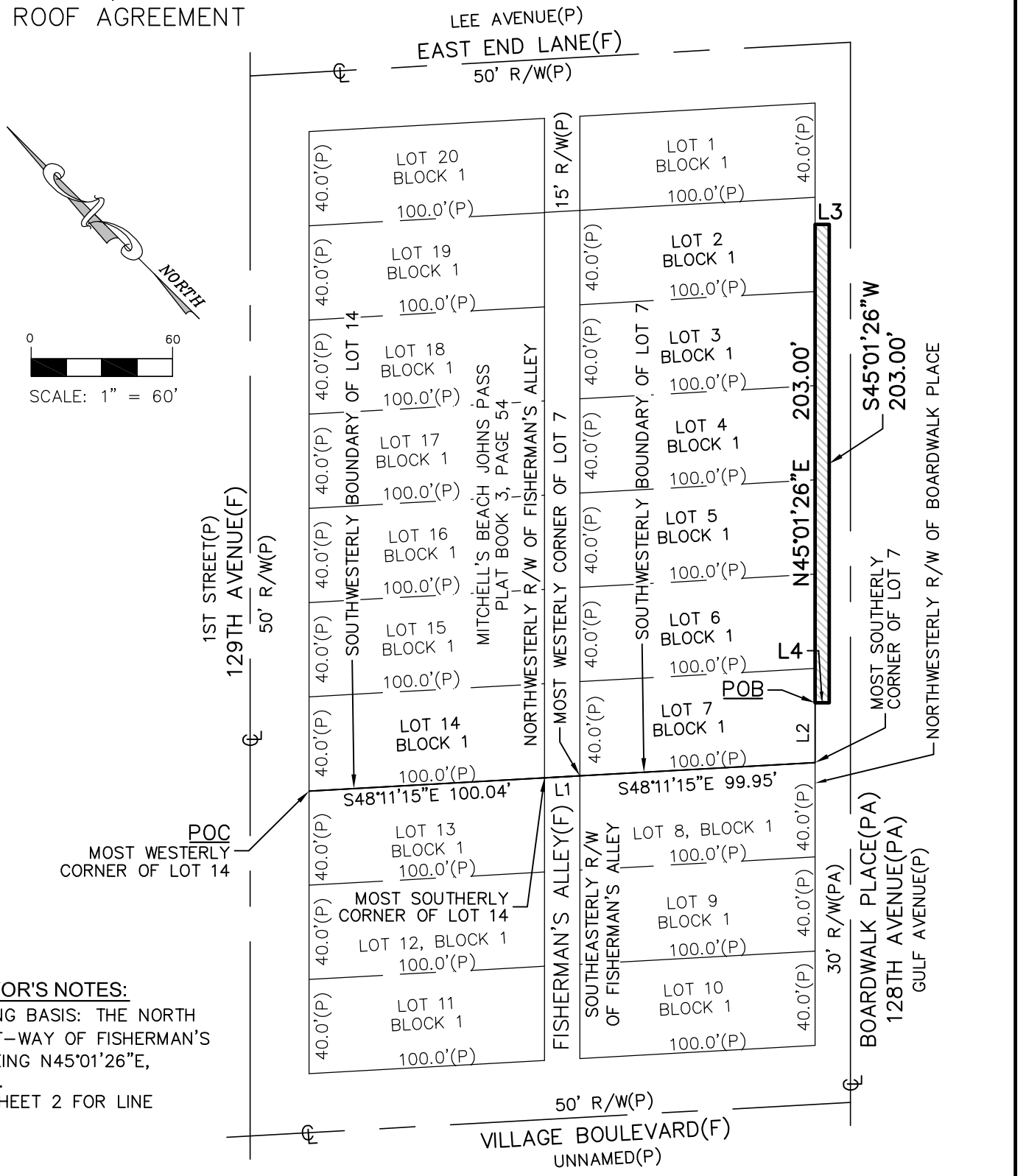
GEODATA SYSTEMS INC. D/B/A
GEODATA SERVICES
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447–1763
LB 7466



SKETCH–OF–LEGAL

BALCONY, AWNING & ROOF AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL



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

DRAWN BY:	HW
CHECKED BY:	D.J.E.
DATE:	MARCH 24, 2026
SCALE:	1"=60'
SHEET 1 of 2	
W.O. 6330.D	

ABBREVIATION LEGEND:

(F)	= Field Data
(P)	= Data per Plat
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R/W	= Right-of-Way
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NAME AND ADDRESS OF THE PREPARER:

GEODATA SYSTEMS INC. D/B/A
GEODATA SERVICES
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447–1763
LB 7466

SKETCH–OF–LEGAL

BALCONY, AWNING &
ROOF AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL

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 BOADWALK 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

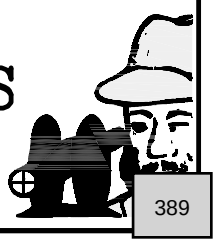
THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW
CHECKED BY: D.J.E.
DATE: MARCH 24, 2026
SHEET 2 of 2
W.O. 6330.D

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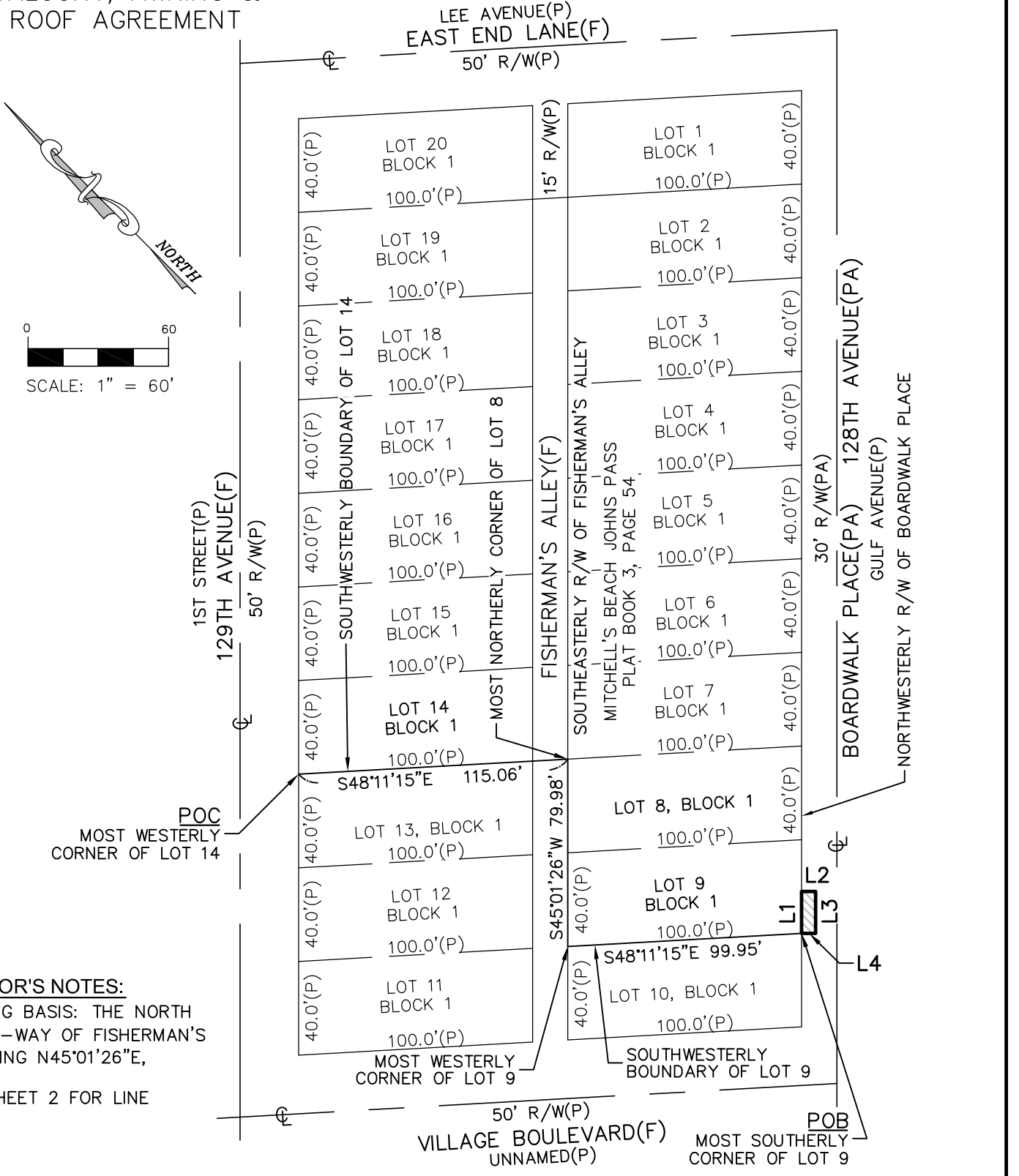
GEODATA SYSTEMS INC. D/B/A
GEODATA SERVICES
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447–1763
LB 7466



SKETCH–OF–LEGAL

BALCONY, AWNING & ROOF AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL



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.E	

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GEODATA SYSTEMS INC. D/B/A
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PHONE: (727) 447–1763
LB 7466

SKETCH–OF–LEGAL

BALCONY, AWNING &
ROOF AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL

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
SHEET 2 of 2
W.O. 6330.E

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GEODATA SYSTEMS INC. D/B/A
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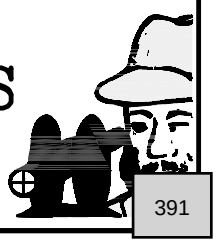


EXHIBIT B
GRANTEE PROPERTY

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 Indemnitee (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.

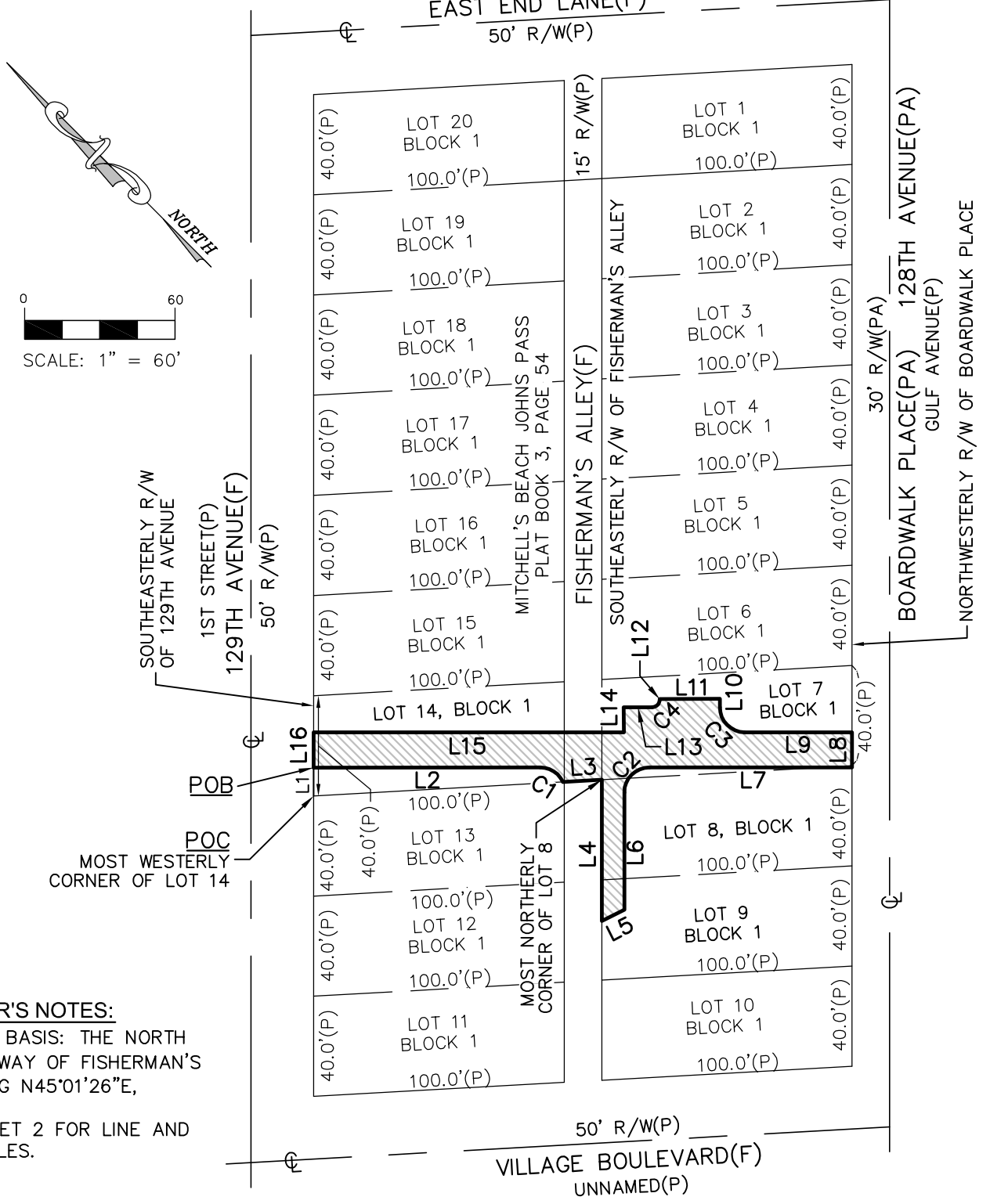
EXHIBIT B
Easement Area

See attached.

SKETCH–OF–LEGAL

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL

PELICAN LANE
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 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

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

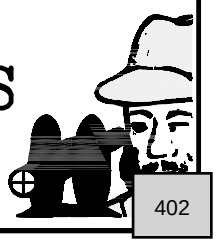
THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

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
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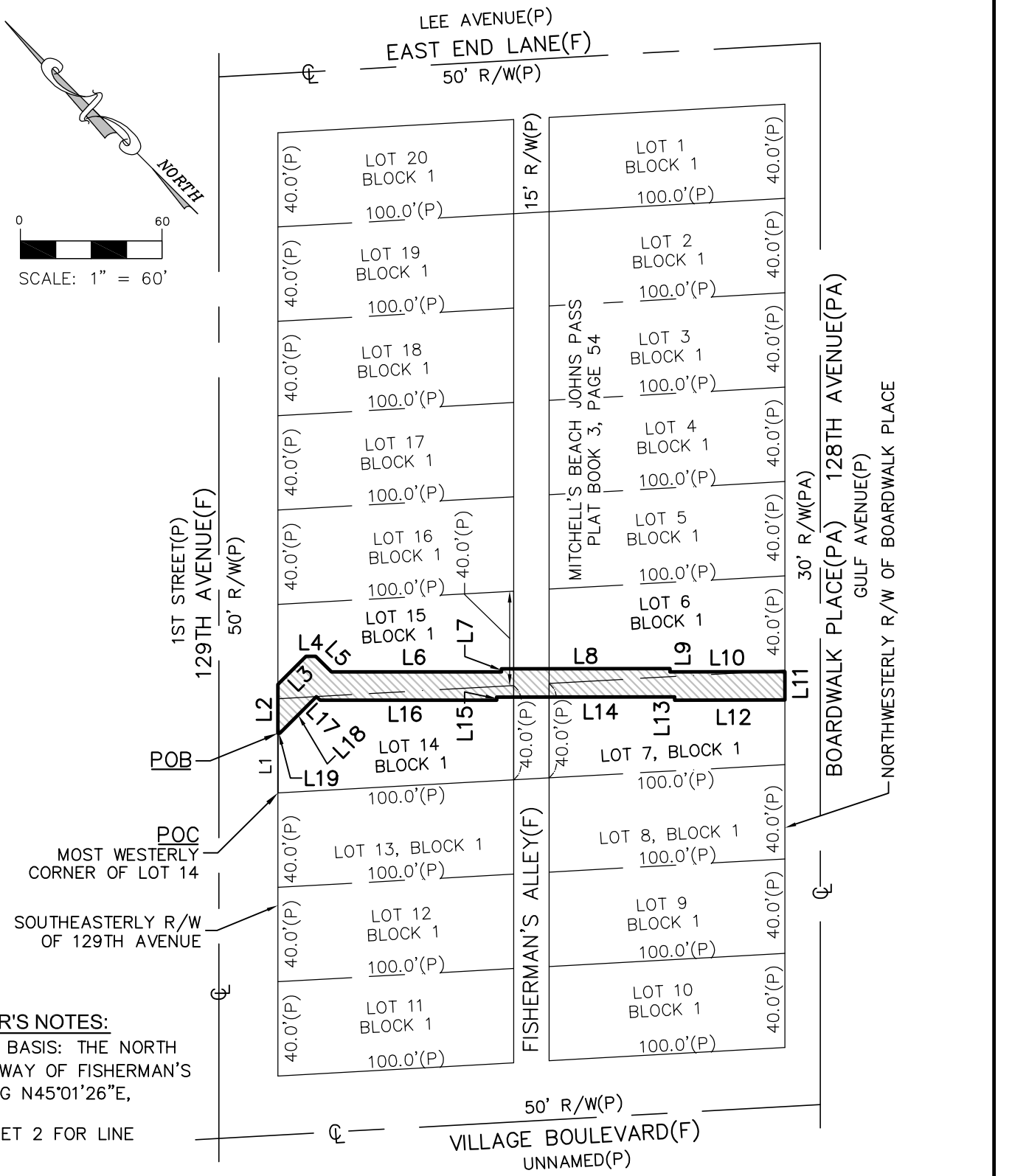
GEODATA SYSTEMS INC. D/B/A
GEODATA SERVICES
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447–1763
LB 7466



SKETCH–OF–LEGAL

SIDEWALK ACCESS AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL



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
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PHONE: (727) 447–1763
LB 7466

SKETCH–OF–LEGAL

SIDEWALK ACCESS AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL

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

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW
CHECKED BY: D.J.E.
DATE: MARCH 24, 2026
SHEET 2 of 2
W.O. 6330.G

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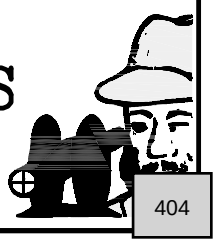


EXHIBIT G
Fisherman's Alley Garage Access Agreement

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*").

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 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. 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.

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, 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.

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 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.

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 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.

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. 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.

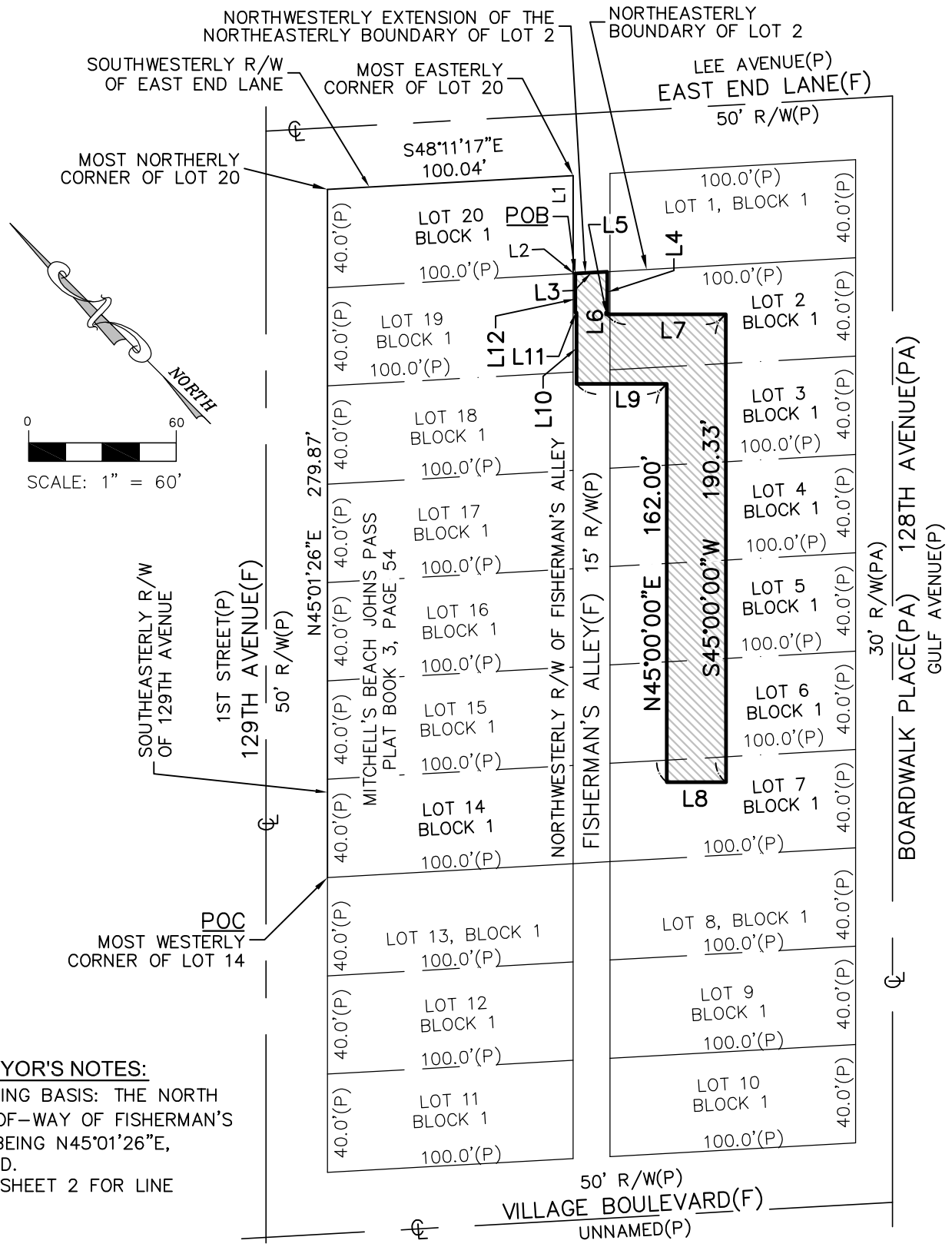
EXHIBIT B
Easement Area

See attached.

SKETCH–OF–LEGAL

GARAGE ACCESS AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL



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

GARAGE ACCESS AGREEMENT

SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FL

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
SHEET 2 of 2
W.O. 6330.F

ABBREVIATION LEGEND:
(F) = Field Data
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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 H
Impact Fees

Madeira Beach

Existing or Proposed	MUNICIPAL FACILITIES 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 County

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
PLANNING COMMISSION (LOCAL PLANNING AGENCY)
NOTICE OF PUBLIC HEARING TO CONSIDER DEVELOPMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the **PLANNING COMMISSION (LOCAL PLANNING AGENCY)** of the City of Madeira Beach 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 Monday, June 1, 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:

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 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 .

Persons who wish to appeal any decision made by the Planning Commission (Local Planning Agency) 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.

City Of Madeira Beach FLORIDA

AFFIDAVIT OF POSTING

Date: 5/14/2026

Postings for: Development Agreement

Before me this day Lisa Scheuermann personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

Lisa Scheuermann
Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 14th day of May, 2026.

Personally ~~known~~ or produced _____ as identification.

SAMANTHA ARISON NOTARY PUBLIC MY COMMISSION EXPIRES 3-15-2027 STATE OF FLORIDA COMMISSION NUMBER HH 374445

Samantha Arison
Notary Public

5/14/26
Date

*Copy of public notice is attached.

John's Pass Village Hotel Planned Development (PD)

John's Pass Village Hotel Planned Development (PD) Development Agreement

John's Pass Village Hotel Planned Development (PD) Development Agreement

John's Pass Village Hotel Planned Development (PD) Development Agreement Public Notice

Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning

Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning

John's Pass Village Hotel (PD) Concept Plan

John's Pass Village Hotel (PD) Conceptual Images & Elevations

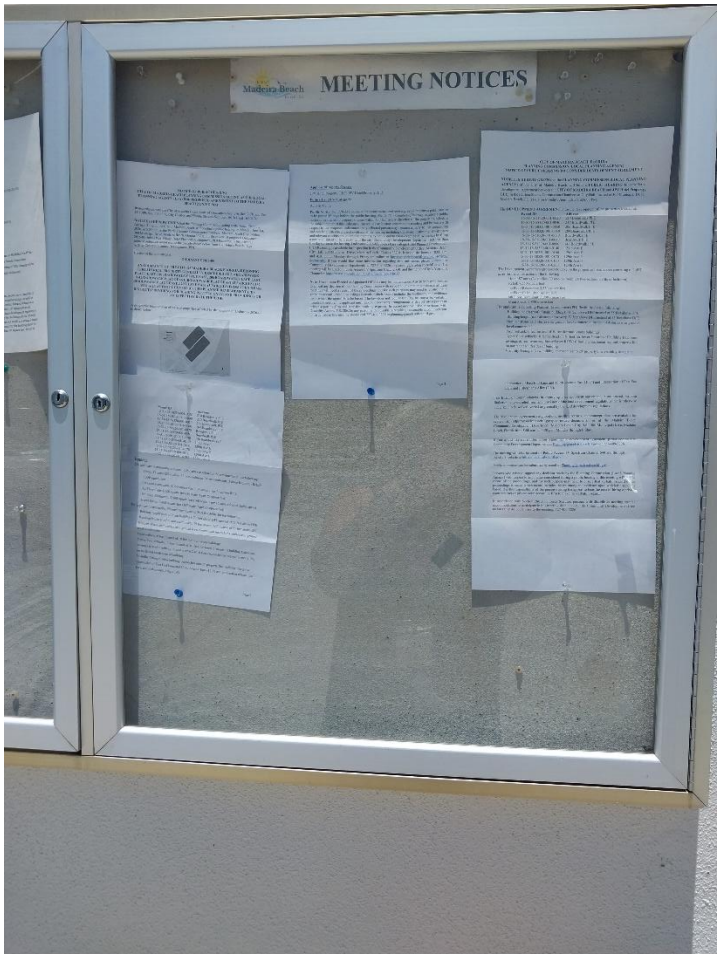
John's Pass Village Hotel (PD) Landscape Plan

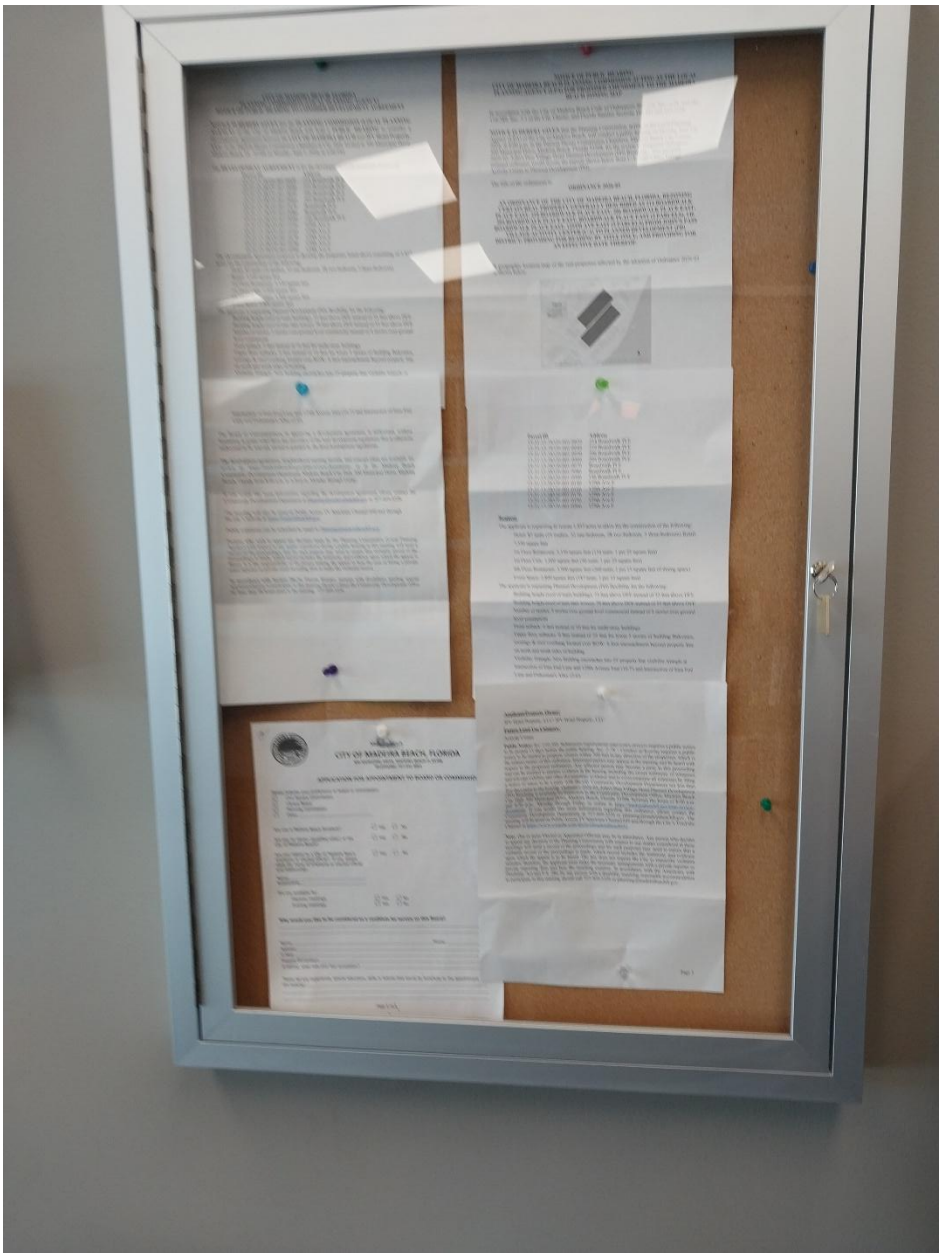
John's Pass Village Hotel (PD) Narrative

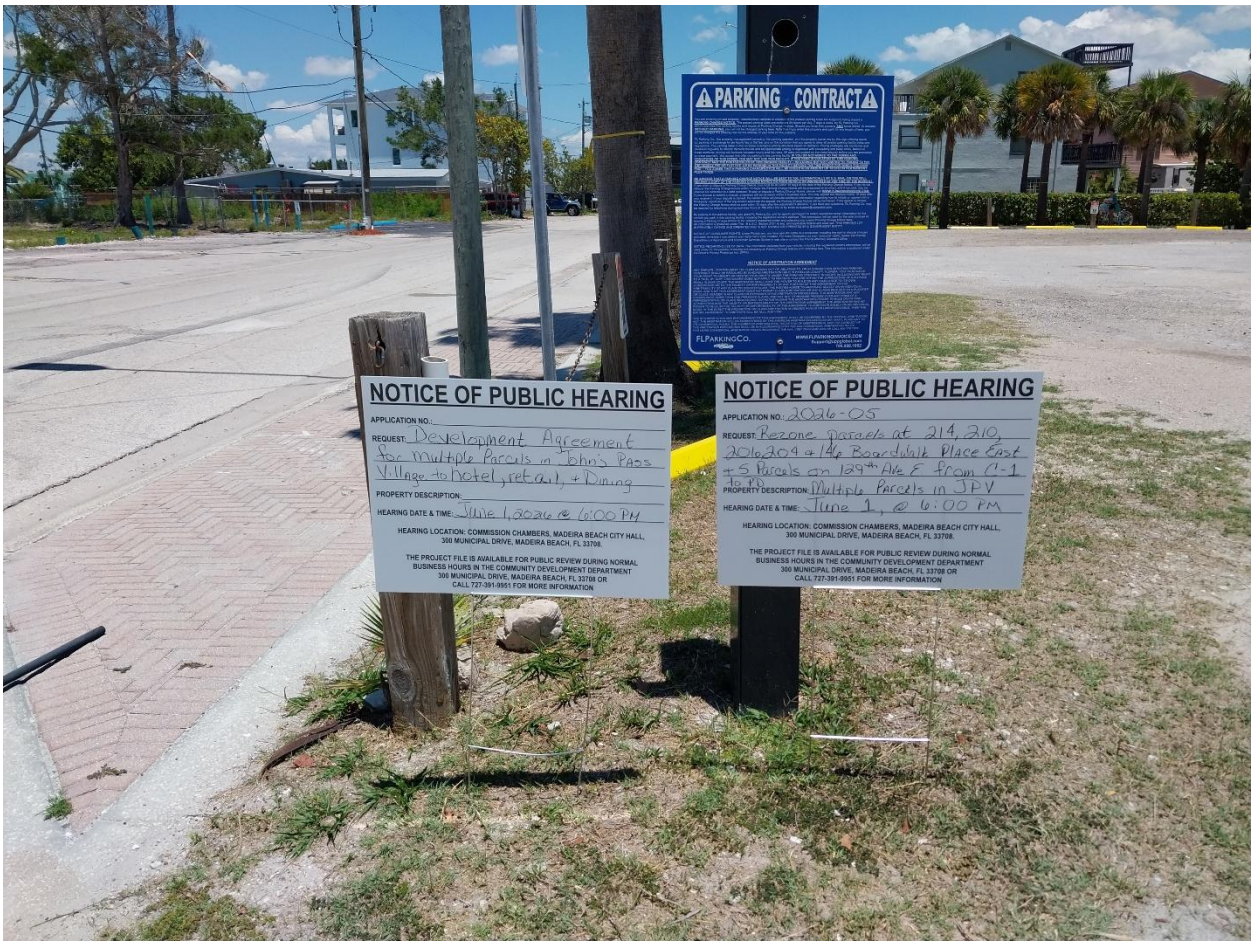
Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning Public Notice

Ordinance 2026-06, Fisherman's Alley - Vacation of ROWs

Ord 2026-06, Fisherman's Alley - Vacation of ROWs




CITY OF MADEIRA BEACH, FLORIDA


PARKING CONTRACT
FLPARKINGCO.
NOTICE OF PUBLIC HEARING
APPLICATION NO.:
REQUEST: Development Agreement for Multiple Parcels in Johns Pass Village to Hotel, retail, + Dining
PROPERTY DESCRIPTION:
HEARING DATE & TIME: June 1, 2026 @ 6:00 PM
HEARING LOCATION: COMMISSION CHAMBERS, MADEIRA BEACH CITY HALL, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.
THE PROJECT FILE IS AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS IN THE COMMUNITY DEVELOPMENT DEPARTMENT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708 OR CALL 727-391-9951 FOR MORE INFORMATION
NOTICE OF PUBLIC HEARING
APPLICATION NO.: 2026-05
REQUEST: Rezone parcels at 214, 210, 206, 204 + 146 Boardwalk Place East + 5 Parcels on 129th Ave E from C-1 to PD
PROPERTY DESCRIPTION: Multiple Parcels in JPV
HEARING DATE & TIME: June 1, @ 6:00 PM
HEARING LOCATION: COMMISSION CHAMBERS, MADEIRA BEACH CITY HALL, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.
THE PROJECT FILE IS AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS IN THE COMMUNITY DEVELOPMENT DEPARTMENT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708 OR CALL 727-391-9951 FOR MORE INFORMATION

AFFIDAVIT OF MAILING

Date: 5/14/2026

Mailings for Case # Development Agreement

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me this day Lisa Schuermann personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Sworn and subscribed before me this 14 day of May, 2026.

Personally known or produced _____ as identification.

SAMANTHA ARISON NOTARY PUBLIC MY COMMISSION EXPIRES 3-15-2027 STATE OF FLORIDA COMMISSION NUMBER HH 374445

Samantha Arison
Notary Public

05/14/26
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

Memorandum

Meeting Details: May 27, 2026

Prepared For: Mayor & Board of Commissioners

From: Brian Crabtree, Marina Manager

Megan Wepfer, Public Works Director

Subject: Approval of RFP 26-05 Bid Award to Speeler Companies for Marina Seawall Replacement and Tom & Kitty Stuart Park Seawall Improvements

---

Background

The City issued RFP 26-05 seeking qualified contractors to complete seawall improvements at two critical waterfront locations: the City Marina and Tom & Kitty Stuart Park.

The Marina seawall project will consist of the replacement of 232' of seawall from the fuel dock to the cell phone tower. The seawall project will close in the old boat ramp near the cell tower. This space will be used for a new boat washdown area and additional vehicle parking. All the curbing along the seawall will be replaced as well.

As part of the evaluation process for Tom & Kitty Stuart Park, staff considered two construction options for the seawall replacement:

- **Option 1:** Installation of a vinyl seawall with cap
- **Option 2:** Construction of a concrete block seawall, designed similarly to the seawall installed at Archibald Park

After review and consideration of long-term durability and storm resiliency, staff believes Option 2—the concrete block seawall—is the preferred and best option.

This recommendation is based in part on the proven performance of the Archibald Park seawall, which held up exceptionally well during Hurricane Helene, with the exception of minor damage to the seawall cap. Staff believes replicating this construction method at Tom & Kitty Stuart Park will provide enhanced structural integrity, resilience against storm surge and wave action, and greater long-term value to the City.

Following bid review, Speeler Companies was determined to be the lowest responsive and responsible overall bidder, with a total bid amount of $209,850.00.

Fiscal Impact

Total Project Cost: $209,850.00

Funding Sources:

Marina Fund - $151,900.00

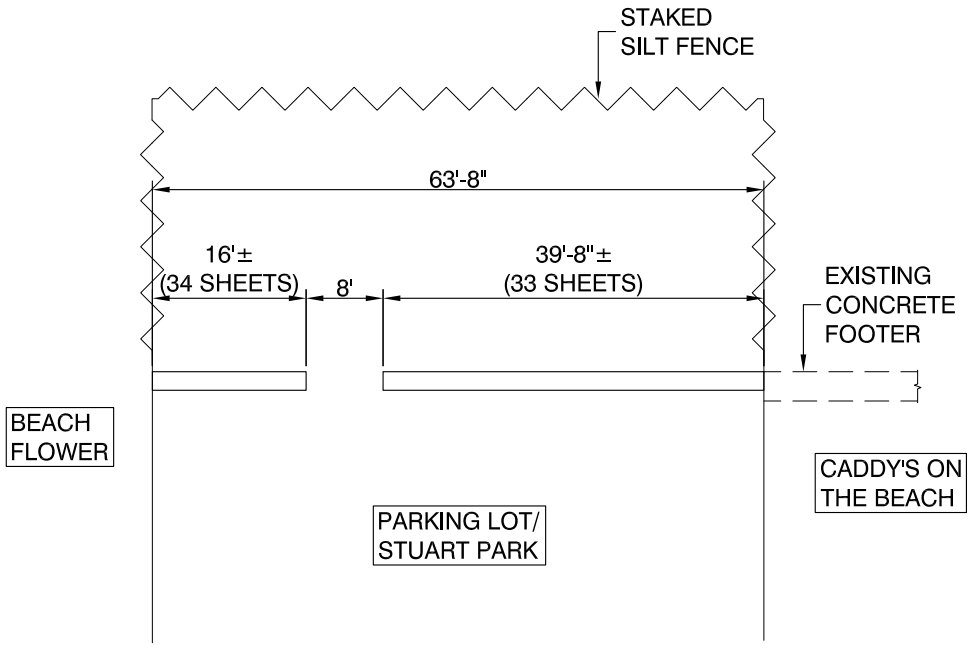
Archibald Park Fund- $57,950.00

Recommendation(s)

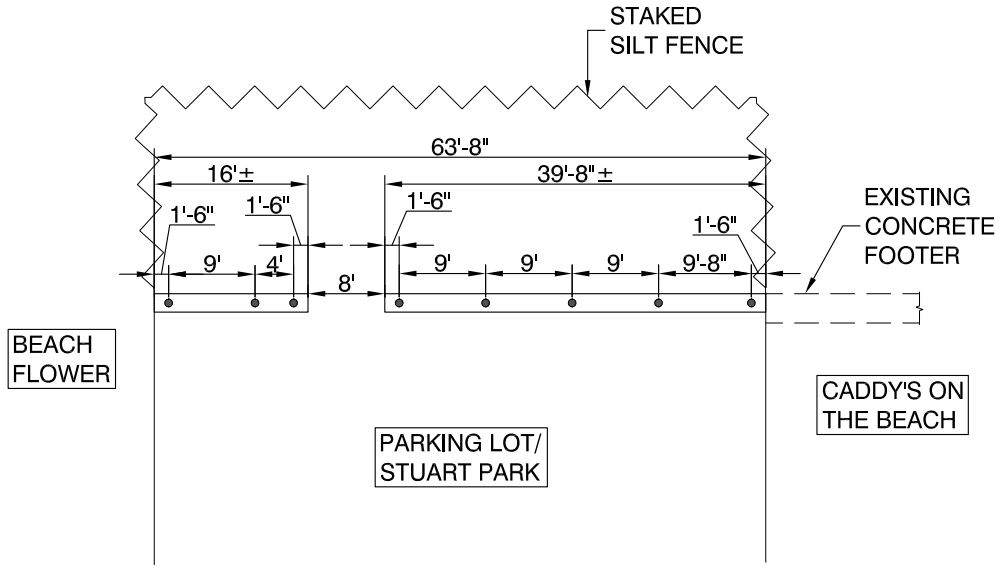
Staff recommends the Board of Commissioners approve the award of RFP 26-05 to Speeler Companies for the Marina Seawall Replacement and Tom & Kitty Stuart Park Seawall Improvements in the total amount of $209,850.00, funded through the Marina Fund and the Archibald Park Fund.

Attachments

- Bid Tabulation Summary
- Speeler Companies Proposal
- Conceptual Seawall Design Options
- Marina Seawall Design Plans



1 OF 2 — OPTION 1
OVERALL SITE PLAN VIEW
1"=20'



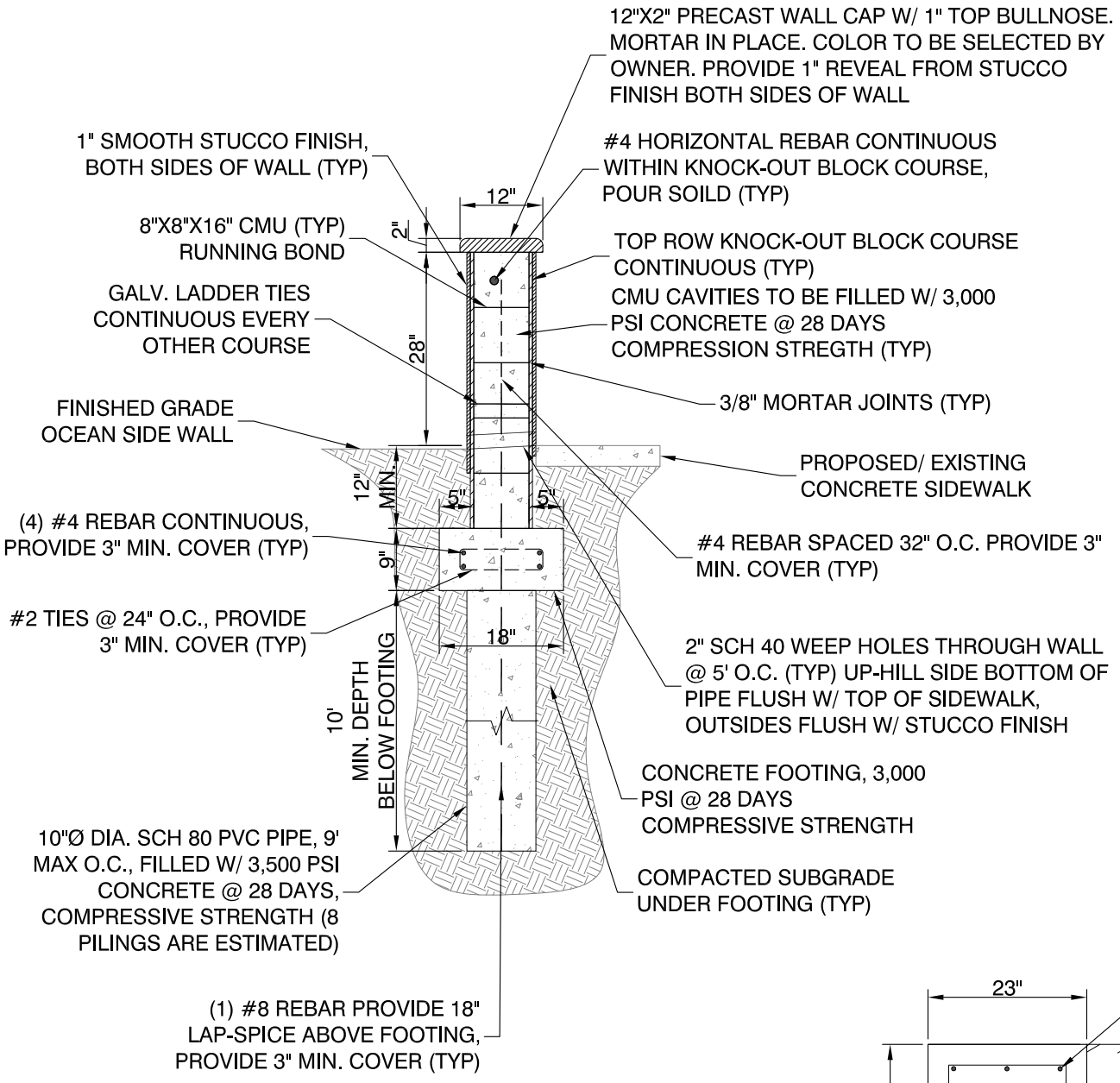
2 OF 2 — OPTION 2
OVERALL SITE PLAN VIEW
1"=20'

REUBEN CLARSON LICENSE No.16313 STATE OF FLORIDA PROFESSIONAL ENGINEER

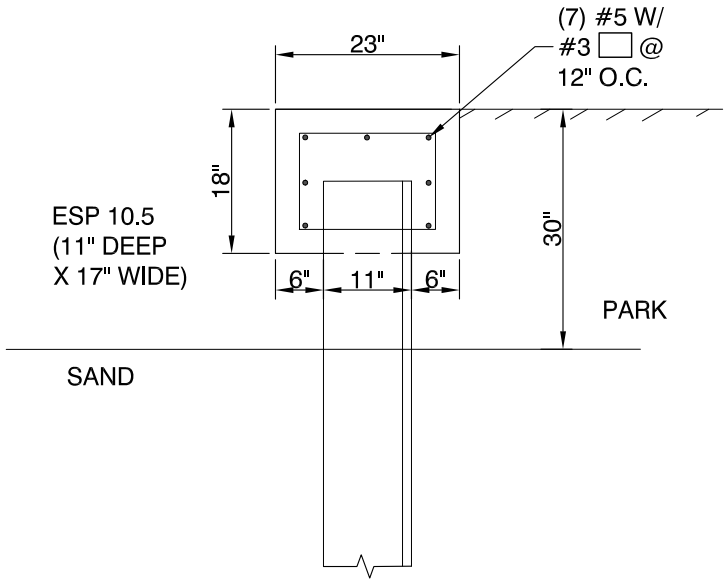
Digitally signed by Reuben Clarson, P.E.
Date: 2025.07.14 08:36:59 -04'00'

Reuben Clarson CONSULTING
MARINE ENGINEERING
ASSESS.ADVISE.DESIGN
(CERT. OF AUTH. NO. 9206)
780 94TH AVENUE NORTH, SUITE 102, ST. PETERSBURG, FL 33702
P: (727) 895-4717 F: (727) 578-9542
WWW.REUBENCLARSONCONSULTING.COM

OWNER: CITY OF MADEIRA BEACH	CONTRACTOR:	DATE: 6-26-2025	SHEET: 1 OF 2
14070 GULF BLVD MADEIRA BEACH, FL		DRAWN/CHECK BY: KM/RC	REVISIONS: 7-7-2025 7-11-2025
WALL DESIGN		SCALE: N.T.S.	
		PROJ. NO. RR25-25MB440S	



2 / 2 OF 2 — SEAWALL SECTION OPTION 2 — 1/2"=1'



1 / 2 OF 2 — SEAWALL SECTION OPTION 1 — 1/2"=1'

NOTES:
1.) SHEETS-ESP 10.5 X 12' LONG
2.) CONCRETE-5000 PSI AT 28 DAYS, FILLER 3500 PSI
3.)REBAR-GRADE 60, PLAIN, 3" CONCRETE COVER
4.) MEETS FBC 2023, 8TH EDITION.

REUBEN CLARSON LICENSE No.16313 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Reuben Clarson, P.E.
Date: 2025.07.14 08:39:14 -04'00'

Reuben Clarson CONSULTING
MARINE ENGINEERING
ASSESS.ADVISE.DESIGN
(CERT. OF AUTH. NO. 9206)
780 94TH AVENUE NORTH, SUITE 102, ST. PETERSBURG, FL 33702
P: (727) 895-4717 F: (727) 578-9542
WWW.REUBENCLARSONCONSULTING.COM

OWNER: CITY OF MADEIRA BEACH	CONTRACTOR:
14070 GULF BLVD MADEIRA BEACH, FL	
WALL DESIGN	
DATE: 6-26-2025	SHEET: 2 OF 2
DRAWN/CHECK BY: KM/RC	REVISIONS: 7-7-2025 7-11-2025
SCALE: N.T.S.	
PROJ. NO. RR25-25MB440S	

City of Madeira Beach

Request for Proposal (RFP)

RFP# 26-05

Marina Seawall Replacement Section #2

Due by 11:00 AM April 29th, 2026
City Hall
300 Municipal Drive
Madeira Beach, Florida 33708

PURPOSE AND INTRODUCTION

The City of Madeira Beach, Florida ("City") is requesting Proposals from Florida certified, licensed and otherwise qualified Contractors ("CONTRACTOR"), one of which may be selected by the City to enter into a Contract for the construction of a project known as **"RFP No. 26-05 Marina Seawall Replacement Section #2"** on City-owned property located at 503 150th Ave., 424 150th Ave., 14109 N Bayshore and the street end at 142nd and N Bayshore in Madeira Beach, Pinellas County, Florida. The subject site is located within the City of Madeira Beach. See attached plans for full specs. The Marina and 14109 N Bayshore will need to be demoed and rebuilt per the attached Approved Permit Drawlings and Permit Conditions and the seawalls located at 424 150th and 142nd and N Bayshore will need to be repaired per the attached inspection reports. Permits will be acquired through the City of Madeira Beach.

MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 11:30 a.m., on Thursday, March 26th, 2026, to be held on site at Madeira Beach Municipal Marina located at 503 150th Ave. in Madeira Beach, Florida. All persons and CONTRACTORs planning to submit a Proposal are required to attend this meeting, which will outline the project as described in this RFP and provide an opportunity for questions and answers for all interested persons. Contractors must allow sufficient time to ensure arrival prior to the indicated time. **PEOPLE ARRIVING PAST THE INDICATED TIME WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. PROPOSALS FROM THOSE WHO HAVE FAILED TO ATTEND WILL NOT BE OPENED.**

All Proposals must be submitted to the city in a sealed envelope and clearly marked: **"RFP No. 26-05 Marina Seawall Replacement Section #2".** All Proposals must be received in the Office of the City Clerk no later than 11:00 a.m. on Wednesday, April 29th, 2026, where they will be opened in a public forum at 11:30 a.m., on that same day. One (1) USB in PDF Format must be submitted. Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the City in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.madeirabeachfl.gov, to all interested persons identified by the City as having received the bid documents. The Bidder is required to check the site to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such an addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bidders must allow sufficient time to ensure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.

Any responses received by the office of the City Clerk after the due date and time specified in this RFP will not be considered and will be returned unopened.

Corrections of any kind to any RFP must be initiated by an authorized representative of the CONTRACTOR. All Proposals must contain a manual signature of an authorized CONTRACTOR representative.

CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Proposals in writing to the following City representative. Questions must be submitted by the date listed in the calendar of events below.

Brian Crabtree
Marina Manager
503 150th Avenue
Madeira Beach, Florida 33708
(727) 399-2631 or (727) 409-0584
bcrabtree@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked "RFP No. 26-05 Marina Seawall Replacement Section #2" on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

The City of Madeira Beach reserves the right to reject any or all Proposals, to waive technical specifications or deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

CALENDAR OF EVENTS

A.	March 12, 2026,	Request for Proposal (RFP) release date
B.	March 26, 2026,	Mandatory Pre-Bid Meeting 11:30AM
C.	March 31, 2026,	Questions due
D.	April 7, 2026,	Answers / Clarification Posted
E.	April 29, 2026,	Bid Due 11:00 AM at City Hall
F.	April 29, 2026,	Bid Opening 11:30 AM at City Hall
G.	May 20, 2026,	Tentative BOC Workshop Discussion
H.	June 10, 2026,	Tentative Bid & Contract award

SUBMITTAL REQUIREMENTS

Proposals shall include the following:

1. One (1) electronic copy (USB- PDF Format)
2. Completed Statement of Qualifications
3. Completed References form, containing at least five (5) professional references, including current contact name and phone number for similar contracts.
4. Completed Proposal Form
5. Certifications and business licenses.
    a Include proof of corporation (sunbiz.org Division of Corporations)
6. Proof of Insurance as listed in the insurance section.
7. Signed contract with all exhibits signed and notarized.

ADDITIONAL CONDITIONS

- The "CITY" reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the "CITY," the proposals shall become the property of the "CITY" without compensation to the proponent, for disposition or usage by the "CITY" at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.
- Costs to Prepare Responses: The "CITY" assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals. RFP 2024-03: On-Call Electrical Services 6
- Equal Employment Opportunity: During the performance of this Contract, the "CONTRACTOR" agrees as follows: The "CONTRACTOR" will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the "CITY," as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law. A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount supplied in Section 287.017, Florida Statutes, for CATEGORY TWO for a 16 period of thirty-six (36) months from the date of being placed on the convicted vendors list.

SCOPE OF SERVICES

This request for proposal will include the replacement of the seawall and cap for 232 feet of seawall at the Madeira Beach Municipal Marina located at 503 150th avenue Madeira Beach. The seawall project is 232 linear feet in total, all within water 6' or less, measured from the bottom of the cap to the mudline. Project will include the temporary removal and replacement of all walkways to figure piers (4) and (1) gangway. All walkways and piers will match their original height to the seawall approximately 8 inches below the cap. Before work begins the contractor will survey the site for any utilities that will need to be

removed/disconnected during Construction. There are two main fuel supply lines that run underneath (24"-36" below) a concrete patch in the asphalt (see plans attached). Propper weight dispersion padding and care will need to be used while working in this area so not to damage the underground fuel lines. Any concrete damaged or removed during construction will need to be replaced to its original form. There is a 5-inch-tall curb, 115 linier foot in length that will need to be removed. This curb will need to be replaced with another 5-inch-tall curb totaling 135 linier feet installed with the proper drainage holes for storm water run-off. There is an old boat ramp that will need to be enclosed and filled in. A new section (30 feet) of seawall will need to be installed. The old ramp area will need to be filled with fill dirt, (see plans).

DESCRIPTION OF WORK

Marina Replacement: The 232 feet of seawall will need to be vinyl sheet piled. Seawall cap, tiebacks and dead men will need to be replaced or added. All dock finger piers (4 total) 12' long x 2' wide, will need new stringers and deck boards. Deck boards will need to be Azeck brand, Brownstone in color. Old boat ramp will need to be walled off and filled in, approximately 6,300 cubic feet of dirt. Any utilities that need to be moved or disconnected/reconnected will be identified by the contractor. Utilities will be disconnected/reconnected by the awarded contractor. See attached Design Plans.

CRITERIA FOR SELECTION OF CONTRACTORS

Proposals shall be reviewed by a selection committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked Contractor shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with Florida Statutes.

In evaluating Bidders, Owner may consider the qualifications of Bidders and the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

Evaluation Scoring Criteria	Possible Points
Capability and qualifications of the proposer	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	15
Resources and Availability – include a list of subcontractors	15
Client References and past performance	15
Total Bid Cost	35
Total	

AWARD

It is understood that the "CITY" of Madeira Beach is not obligated to make an award under, or because of, this RFP or to award such contract. The "CITY" of Madeira Beach reserves the right to award such contract, if any, to the best qualified Respondent(s). The "CITY" of Madeira Beach has the sole discretion and reserves the right to cancel this RFP, and to reject all proposal packages, to waive all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the "CITY" of Madeira Beach's best interest to do so.

PROPOSAL PACKAGE SECTIONS

The Respondent shall organize its proposal package into the following major sections:

A. Statement of Qualification: To be submitted on the "CONTRACTOR" letterhead. The statement of interest shall:
   - Concisely state the "CONTRACTOR"'s understanding of the RFP.
   - Include additional relevant information not requested elsewhere in the RFP.
   - The signature on the statement shall be that of a person authorized to represent and bind the "CONTRACTOR"

B. References- current, or recent project relating to the RFP.
   - Provide a minimum of five (5) references for work performed like the scope of this RFP.

C. Proposal Form - signed and completed.
D. CONTRACTOR Profile – Completed
E. Hold Harmless Agreement – signed and completed.
F. Sworn Statement to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form- signed and completed.
G. Immigration Affidavit certification- Signed and completed.
H. Bid Tabulation Form
I. Contractors Licenses
J. Certificate of Insurance
K. Signed Agreement for Dock replacement.
   - Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
   - Exhibit B Drug Free Workplace Certificate – Signed and completed.

STATEMENT OF QUALIFICATIONS

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

1. Name of Contractor: Douglas Speeler Jr
2. Name of Business (if different than #1): BCJ 2 LLC dba Speeler Foundations
3. Form of Entity: LLC
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.): 6111 142nd Ave N Clearwater, FL 33760 Doug Speeler 727-535-5735 doug@speeler.com
5. Date Organized: Sept 2025
6. Where Organized: Clearwater, FL
7. How many years have you been engaged in the Marine Dock/Seawall building under your present name; also, state names and dates of previous business names, if any. BCJ 2 Sept 2025, Speeler Foundations, Inc Sept 2000
8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: No
9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: No
10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: Marker One Marina, MHC Marker One LLC, One year
11. List your key personnel available for this contract.: Doug Speeler

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

Authorized Signature

5/14/26
Date Signed

NOTARY

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 14th day of May, 2026

Personally Known X or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires May 5 2030

(seal)

LISA SINCLAIR
Notary Public - State of Florida
Commission # HH 788854
My Comm. Expires May 5, 2030
Bonded through National Notary Assn.

SPEELER COMPANIES
DOCKS | LIFTS | SEAWALLS
BCJ 2 LLC dba Speeler Companies

6111 142nd Ave. N.
Clearwater, FL 33760
Office **(727) 535-5735**
Fax **(727) 535-6041**
www.speeler.com

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

RE: RFP# 26-05 Marina Seawall Replacement Section #2

Speeler Foundations, Inc is a well-respected marine construction company located in Pinellas County, Florida that has been in business since 2000. Speeler Foundations, Inc has been operating under the name of BCJ 2 LLC dba Speeler Foundations since September 2025.
We have fifty-five (55) employees. Our employees have a wide range of marine construction experience; some have well over 22 years of experience.
Our work over the last 26 years spans residential, commercial and governmental projects. In addition to numerous residential projects, we have completed work for several municipalities including Madeira Beach, Gulfport, Clearwater, St Petersburg, Indian Shores, as well as the Florida Fish and Wildlife Commission, the St. Petersburg Sheriff's Dept, Pinellas County Water and Navigation and the U.S Coast Guard.
We believe that all of the above work experience puts us in a very good position to execute the requested work in a timely manner and with an excellent final product.
Thank you for the opportunity to bid this project. If there is any further information needed, please do not hesitate to contact us.

Respectfully Submitted

Douglas Speeler, Jr.
President/Contractor
BCJ 2 LLC dba Speeler Foundations

SPEELER COMPANIES
DOCKS | LIFTS | SEAWALLS
BCJ 2 LLC dba Speeler Companies

6111 142nd Ave. N.
Clearwater, FL 33760
Office **(727) 535-5735**
Fax **(727) 535-6041**
www.speeler.com

Madeira Beach Project LLC
555 150th Ave
Madeira Beach, FL 33708
The Denunzio Group
Mike Flood 617-945-2555

1525 Lineal Feet

Belleair Country Club
1 Country Club Ln
Belleair, FL 33756
Belleair Country Club
Ed Shaughnessy 727-641-4567

702 Lineal Feet

Madeira Beach Town Center
410 150th Ave
Madeira Beach, FL 33708
Karns Enterprises
Bill Karns 727-422-1016

414 Lineal Feet

City of Madeira Beach
300 Municipal Dr
Madeira Beach, FL 33708
RFP# 2023-14
Coastal Groins Restoration Project

22 Groins= +/- 4200 Lineal feet

City of Madeira Beach
300 Municipal Dr
Madeira Beach, FL 33708
RFP# 2024-03
City Owned Seawall Replacement and Repairs

702 Lineal Feet

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Mike Flanigan

Business Name MHC Marker One LLC

Business Address 343 Causeway Blvd Dunedin, FL 34698

Contact Phone 813-542-9755

Contact Email mike_flanigan@equitylifestyle.com Other Information (describe): Rebuild Marker One Marina and installation of new lifts

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than $1,000,000.00.
- Comprehensive General Liability Insurance of $1,000,000.00 for each occurrence.
- Personal Injury for $1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability $1,000,000.00 each occurrence
- Property damage liability $1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability $1,000,000.00 each occurrence
- Property damage liability $1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Ed Shaughnessy

Business Name Belleair Country Club

Business Address One Country Club Way

Contact Phone 727-461-7171

Contact Email ed@belleaircc.com Other

Information (describe): Dock construction & boat lift installation

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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- Public and Commercial Liability Insurance not less than $1,000,000.00.
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REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Sam Lowrey

Business Name Gulfport Marinia LLC- Marine Max

Business Address 6810 Gulfport Blvd S So. Pasadena 33707

Contact Phone 727-228-7672

Contact Email sam.lowrey@marinemax.com Other Information (describe):

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than $1,000,000.00.
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REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Bob Lyons

Business Name Sunwest Construction - Multiple projects

Business Address 20001 Gulf Blvd Ste #1 Indian Shores 33785

Contact Phone 727-330-7772

Contact Email bob@sunwestconstructionllc.com Other Information (describe):

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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- Property damage liability $1,000,000.00 each occurrence

INDEMNIFICATION

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REFERENCES

Please include the below information for all five (5) references as required.

Information below to be included for all five references in the proposal.

Contact Name Terry Russell

Business Name Harborside Boat Club Madeira Beach

Business Address 20001 Gulf Blvd #5 Indian Shores 33785

Contact Phone 727-517-6143

Contact Email trussell@krmanagement.com Other

Information (describe): Dock rebuild

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

NO COLLUSION

By offering a submission to this Request for Proposal, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

a. When sufficient funds are not available to continue its full and faithful performance of this contract.
b. Sub-standard or non-performance of contract.
c. The City wishes to terminate it at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the Board of Commissioners, if the following is established:

a. That the respondent acted in good faith in submitting the submittal.
b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent.
c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Contractor shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

PROPOSALS FORM

Name of "CONTRACTOR" Submitting Proposals BCJ 2 LLC dba Speeler Foundations

Name of Person Submitting Proposals Douglas Speeler Jr

PROPOSER ACKNOWLEDGMENT

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

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
RFP #26-05 #2	April 10, 2026
RFP #26-05 #3	April 22, 2026
RFP #26-05 #4	5-7-2026
RFP#26-05 # 1	4/7/2026

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature _____

Date May 14, 2026

RFP Number 2023-09 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

"CONTRACTOR" PROFILE

BCJ 2 LLC dba Speeler Foundations

Submitted by (Company Name)

Circle one of the following:

Corporation **Partnership** **Individual** **Joint Venture**

Other Describe: _____

Florida Contractor License Number: C-8853

Expiration Date: 9/30/2026 Unique Entity ID: _____ FEIN: 39-3346502

Office Location: 6111 142nd Ave N Clearwater, FL 33760

Number of people in your organization: 55

Length of time the Contractor has been doing business under this name in Florida: less than 1 years.

Length of time your firm has provided services to governmental clients: Over 26 years.

Under what other name(s) has your firm operated: Speeler Foundations, Inc, Speeler Companies

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES **NO**

If yes, Include a detailed explanation.

HOLD HARMLESS AGREEMENT

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

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

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

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

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

Douglas Speeler Jr
Contractor/ "CONTRACTOR"- Printed Name

Signature

RFP #26-05 Marina Seawall Replacement Section 2
Project Name

May 14, 2026
Date

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

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

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach
   By Douglas Speeler Jr President/Contractor
   (Print individual's name and title)
   for BCJ 2 LLC dba Speeler Foundations
   (Print name of entity submitting sworn statement)
   whose business address is 6111 142nd Ave N Clearwater, FL 33760 and (if applicable) its Federal Employer Identification Number (FEIN) is 39-3346502 .
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
   d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

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

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

Authorized Signature

May 14, 2026

Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 14 day of May, 2026

Personally Known ___X___ or Produced Identification _____

(Specify Type of Identification)

_____

Signature of Notary

My Commission Expires May 5, 2030

(seal)

LISA SINCLAIR
Notary Public - State of Florida
Commission # HH 788854
My Comm. Expires May 5, 2030
Bonded through National Notary Assn.

This document must be completed and returned with your submission.

IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

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

Company Name: BCJ 2 LLC dba Speeler Foundations

Print Name: Douglas Speeler Jr Title: President/Contractor

Signature _____ Date: May 14, 2026

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 14th day of May, 2026

Personally Known ____ or Produced Identification _____

(Specify Type of Identification)

_____

Signature of Notary

My Commission Expires May 5th 2030

(seal)

LISA SINCLAIR
Notary Public - State of Florida
Commission # HH 788854
My Comm. Expires May 5, 2030
Bonded through National Notary Assn.

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

BID TABULATION FORM – ADDENDUM#2 add on

Marina Seawall

Description	UNIT	EST. QUAN.	UNIT PRICE	AMOUNT
Cost of Material	LS	1	$	$ 72,200.00
Cost of Labor	LS	1	$	$ 72,200.00
Cost of Moving Utilities		1	$	$ 1,500.00
Cost of Dock/Pier Remove/Repair		1	$	$ 6,000.00
TOTAL **Marina** Project cost				$ 151,900.00

Tom & Kitty Stuart Park Seawall- Include all Labor, Materials, and mobilization in both options

Option 1	$ 39,750.00
Option 2	$ 57,950.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers)
$ 151,900.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) $
One Hundred Fifty-One Thousand Nine Hundred Dollars

Signature: [signature]

Printed Name: Douglas Speeler Jr

Date: May 14, 2026



COMPETENCY CARD
Pinellas County Construction Licensing Board

CERTIFIES

Douglas R Speeler Jr

BCJ 2, LLC DBA SPEELER FOUNDATIONS

HAS MET ALL THE REQUIREMENTS FOR HOLDING A COUNTYWIDE CERTIFICATE OF COMPETENCY # C-8853

AND IS DULY CERTIFIED AS A(N): Marine Specialty Contractor

IN GOOD STANDING UNTIL: September 30, 2026

DATE OF ISSUANCE: February 10, 2003

Douglas R Speeler Jr
BCJ 2, LLC DBA SPEELER FOUNDATIONS
P.O. BOX 1767
LAKELAND, FL 33802

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
BCJ 2 LLC

Filing Information

Document Number	L25000317028
FEI/EIN Number	39-3346502
Date Filed	07/09/2025
State	FL
Status	ACTIVE

Principal Address

1508 GEORGE JENKINS BLVD
LAKELAND, FL 33815

Mailing Address

PO BOX 1767
LAKELAND, FL 33802

Registered Agent Name & Address

CLARK CAMPBELL LANCASTER WORKMAN &AIRTH PA
500 SOUTH FLORIDA AVENUE
SUITE 800
LAKELAND, FL 33801

Authorized Person(s) Detail

Name & Address

Title MGR

FULBRIGHT, CHRIS
4163 BERKLEY ROAD
AUBURNDALE, FL 33823

Annual Reports

Report Year	Filed Date
2026	02/18/2026

Document Images

02/18/2026 -- ANNUAL REPORT	View image in PDF format
07/09/2025 -- Florida Limited Liability	View image in PDF format

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

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Fictitious Name Detail

Fictitious Name

SPEELER FOUNDATIONS

Filing Information

Registration Number	G25000114268
Status	ACTIVE
Filed Date	09/03/2025
Expiration Date	12/31/2030
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

PO BOX 1767
LAKELAND, FL 33802

Owner Information

BCJ 2 LLC
PO BOX 1767
LAKELAND, FL 33802
FEI/EIN Number: 39-3346502
Document Number: L25000317028

Document Images

09/03/2025 -- Fictitious Name Filing View image in PDF format

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SOUTMIL-04

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/5/2026

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

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

PRODUCER	CONTACT NAME: Hollie Martin
Snellings Walters Insurance Agency 5 Concourse Pkwy Suite 2700 Atlanta, GA 30328-5350	PHONE (A/C, No, Ext): (470) 790-2280 4929 FAX (A/C, No): E-MAIL ADDRESS: hmartin@snellingswalters.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Ins Co of N. America	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

BCJ 2, LLC BCJ 3, LLC dba Speeler Foundations
PO Box 1767
Lakeland, FL 33802

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			N11201908	9/5/2025	9/5/2026	EACH OCCURRENCE	$ 1,000,000
	[X] Marine General Liab						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE			N11201945	9/5/2025	9/5/2026	AGGREGATE	$ 2,000,000
	DED [X] RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Hull Liability			N11201982	9/5/2025	9/5/2026	Protection/Indemnity	1,000,000

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

CERTIFICATE HOLDER

City of Madeira Beach
300 Municipal Dr.
Madeira Beach, FL 33708

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eric Levine

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CERTIFICATE OF LIABILITY INSURANCE

Date: 1/5/2026

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2026	01/01/2027	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 93-69-275

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

BCJ 2 LLC dba Speeler Foundations

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name:

ISSUE 01-05-26 (KD)

Begin Date: 9/7/2025

CERTIFICATE HOLDER

CITY OF MADEIRA BEACH

300 MUNICIPAL DRIVE
MADEIRA BEACH, FL 33708

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

EXHIBIT A

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Douglas Speeler Jr President/Contractor
[print individual's name and title]

for BCJ 2 LLC dba Speeler Foundations
[print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave N Clearwater, FL 33760

and Federal Employer Identification Number (FEIN) is 39-3346502, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

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

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

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

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

Authorized Signature

Date Signed May 14/2026

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 14 day of May, 2026

Personally Known O or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

My Commission Expires May 5 2030

LISA SINCLAIR
Notary Public - State of Florida
Commission # HH 788854
My Comm. Expires May 5, 2030
Bonded through National Notary Assn.

EXHIBIT B
DRUG FREE WORKPLACE CERTIFICATION

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

This sworn statement is submitted to the City of Madeira Beach by Douglas Speeler Jr President/Contractor
[print individual's name and title]

for BCJ 2 LLC dba Speeler Foundations [print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave N Clearwater, FL 33760 and (if applicable) its Federal Employer Identification Number (FEIN) is 39-3346502 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

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

(i) the dangers of drug abuse in the workplace.
(ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
(iii) any available drug counseling, rehabilitation, and employee assistance programs; and
(iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

(i) abide by the terms of the statement; and
(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

(4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS

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

(1) Such person or entity has made false certification.

(2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or

(3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

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

Authorized Signature

Date Signed May 14, 2026

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 14 day of May, 2026

Personally Known Y or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

My Commission Expires May 5 2030

LISA SINCLAIR
Notary Public - State of Florida
Commission # HH 788854
My Comm. Expires May 5, 2030
Bonded through National Notary Assn.

CONTRACT

This **CONTRACT** made and entered into this ____ day of_____, 20___ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and BCJ 2 LLC dba Speeler Foundations , of the City of Clearwater , County of Pinellas , and State of Florida, hereinafter designated as the Contractor".

WITNESSETH:

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

PROJECT NAME: RFP 26-05 Marina Seawall Replacement section #2

PROJECT #RFP 26-05

in the amount of $ $151,900.00

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – Request for proposal,** and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places,

available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non- discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractors own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statues (2019), specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter 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; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

City of Madeira Beach:

Attest:

By: _____
Mayor

By: _____
City Clerk

BCJ 2 dba Speeler Foundations

By: _____

Print Name: Douglas Speeler Jr

Title: President/Contractor

IN WITNESS, WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

CITY OF MADEIRA BEACH
IN PINELLAS COUNTY, FLORIDA

By: (SEAL) City Manager

Countersigned:

By:_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

(Contractor must indicate whether Corporation, Partnership, Company or Individual.)

_____
(Contractor)

By: _____

(SEAL)

(The person signing shall, in their own handwriting, sign the principal's name, their own name, and their title; where the person is signing for a Corporation, they must, by Affidavit, show their authority to bind the Corporation).

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Bid Bond

CONTRACTOR:
(Name, legal status and address)
Speeler Marine Construction
6111 142nd Ave N
Clearwater, FL 33760

SURETY:
(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
1100 Locust St. Dept. 2006
Des Moines, IA 50391-2006

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
The City of Madeira Beach, Florida
300 Municipal Drive
Madeira Beach, FL 33708

BOND AMOUNT: Ten Percent of Principal Bid (10% OPB)

PROJECT:
(Name, location or address, and Project number, if any)

RFP-26-05-0-2026/BC Marina Seawall Replacement Section #2

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of May, 2026

	Speeler Marine Construction
	(Principal) *(Seal)*
(Witness)	*(Title)*
Vicki M. Fetter	Nationwide Mutual Insurance Company
(Witness) Vicki M. Fetter, Sr Client Manager	*(Surety)* *(Seal)*
	(Title) Allan B. Webb, Attorney-in-Fact

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Init.
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Power of Attorney

Bond Number:

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Allan Webb; Vicki Fetter; Stephen M. Harmon

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Million and no/100 -- Dollars ($1,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of May, 2026.

Assistant Secretary

BDJ 1(04-24)00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Speeler Marine Construction
6111 142nd Ave N
Clearwater, FL 33760

SURETY:
(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
1100 Locust St. Dept. 2006
Des Moines, IA 50391-2006

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
The City of Madeira Beach, Florida
300 Municipal Drive
Madeira Beach, FL 33708

BOND AMOUNT: Ten Percent of Principal Bid (10% OPB)

PROJECT:
(Name, location or address, and Project number, if any)

Tom & Kitty Stuart Park Seawall 14070 Gulf Blvd

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of May, 2026

	Speeler Marine Construction
(Witness)	*(Principal)* *(Seal)*
Vicki M. Fetter	
(Witness) Vicki M. Fetter, Sr Client Manager	*(Title)*
	Nationwide Mutual Insurance Company
	(Surety) *(Seal)*
	(Title) Allan B. Webb, Attorney-in-Fact

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061110

Power of Attorney

Bond Number: NA

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Allan Webb; Vicki Fetter; Stephen M. Harmon

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Million and no/100 -- Dollars ($1,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

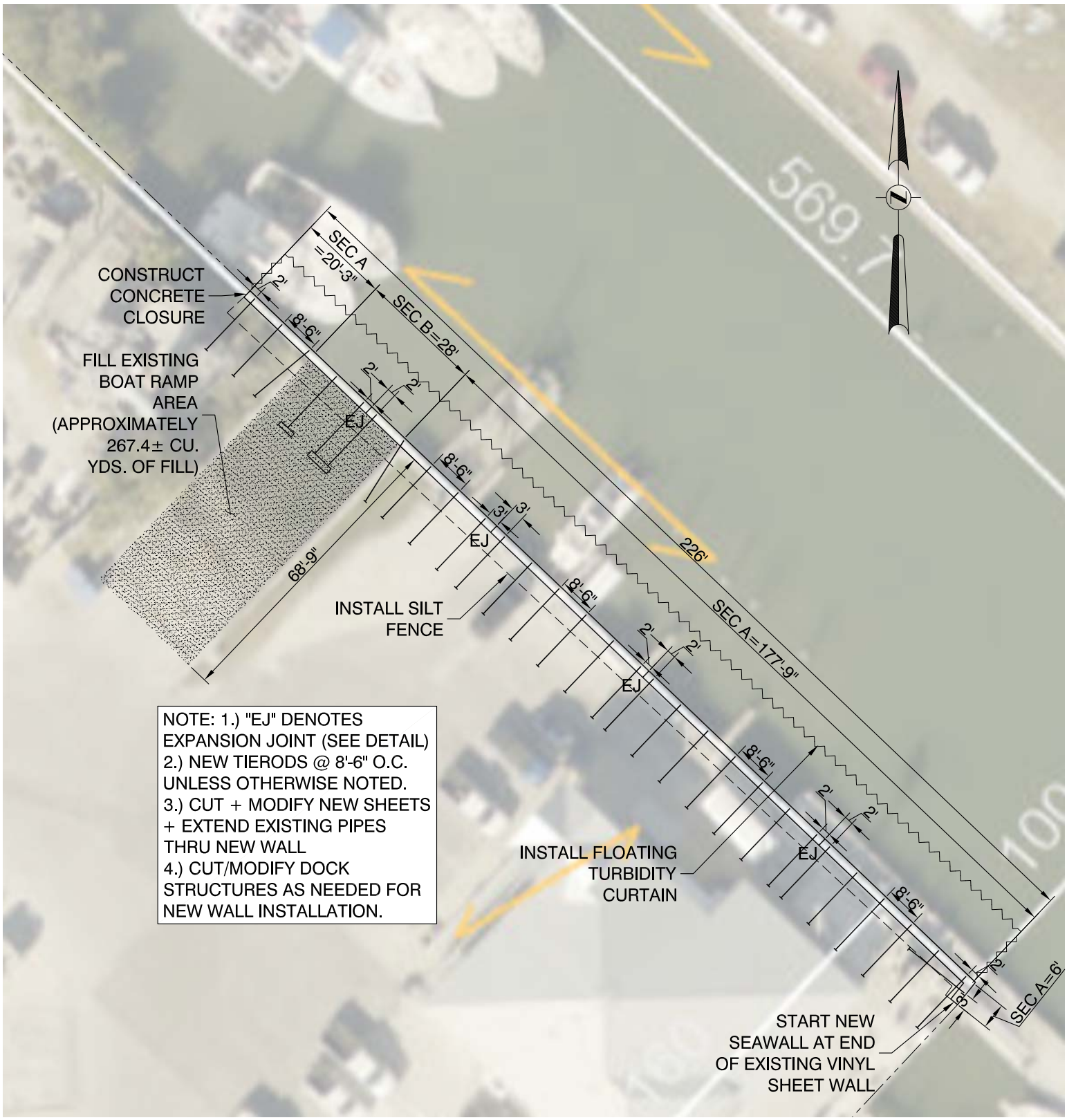
CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of May, 2026.

Assistant Secretary

BDJ 1(04-24)00



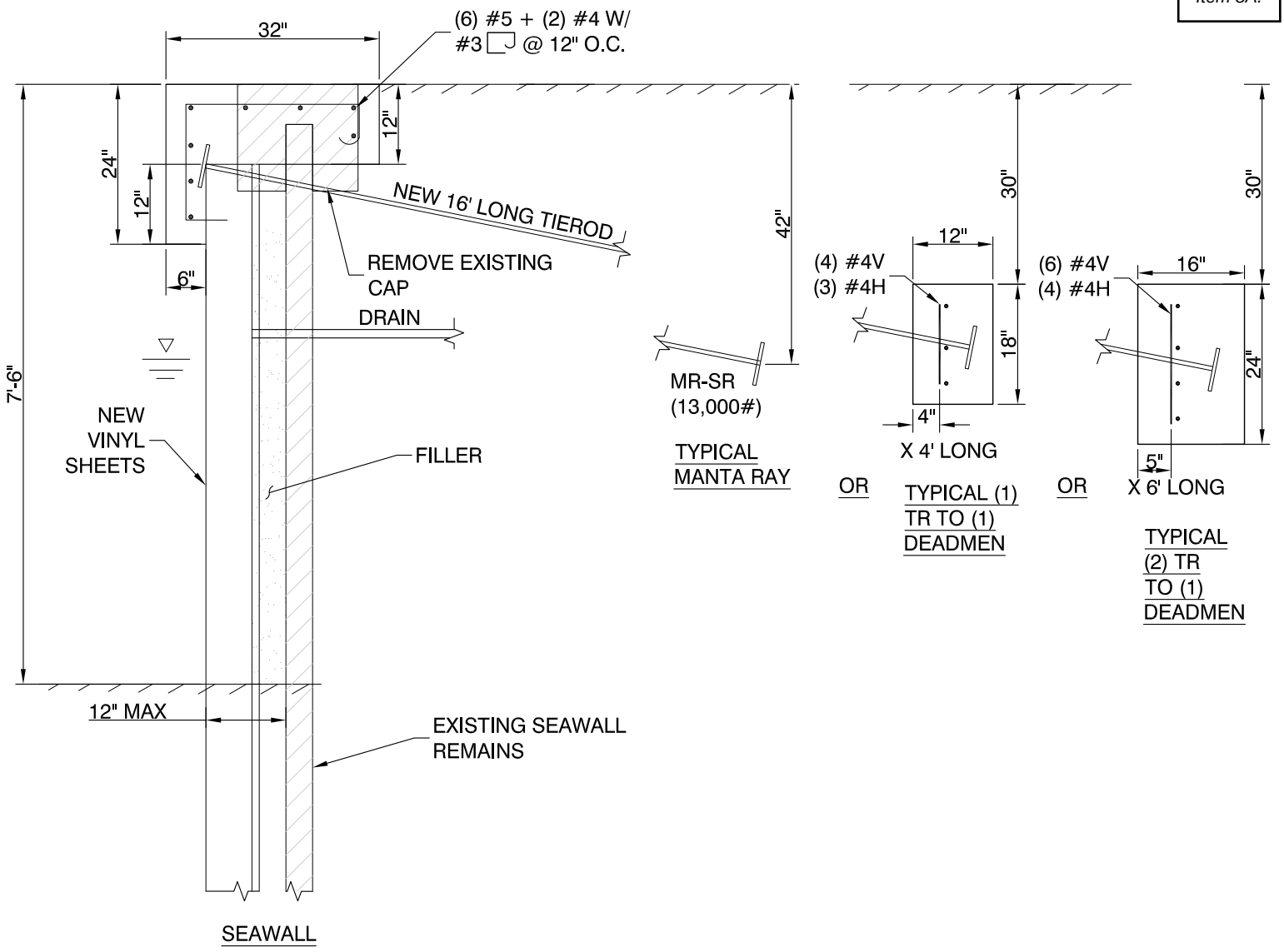
1 / S1 OVERALL SITE PLAN VIEW
1"=30'

JOHN B. ADAMS, JR. CERTIFICATE No.53963 STATE OF FLORIDA PROFESSIONAL ENGINEER

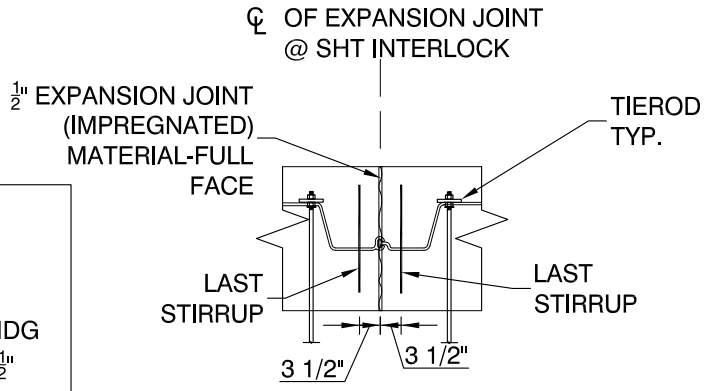
Digitally signed by John B. Adams Jr., PE
Date: 2026.02.27 12:01:07 -05'00'

Reuben Clarson CONSULTING
MARINE ENGINEERING
ASSESS.ADVISE.DESIGN
(CERT. OF AUTH. NO. 9206)
780 94TH AVENUE NORTH, SUITE 102, ST. PETERSBURG, FL 33702
P: (727) 895-4717 F: (727) 578-9542
WWW.REUBENCLARSONCONSULTING.COM

OWNER: CITY OF MADEIRA BEACH	CONTRACTOR:
503 150TH AVE MADEIRA BEACH, FL	
SEAWALL DESIGN	
DATE: 2-26-2026	SHEET NO.: S1
DRAWN/CHECK BY: JH/JA	TOTAL SHEETS: 4
SCALE: N.T.S.	REVISIONS:
PROJ. NO. RR26-26MB091S	



2 / S2 SEAWALL SECTION A VIEW
1/2"=1'



1 / S2 EXPANSION JOINT DETAIL
N.T.S

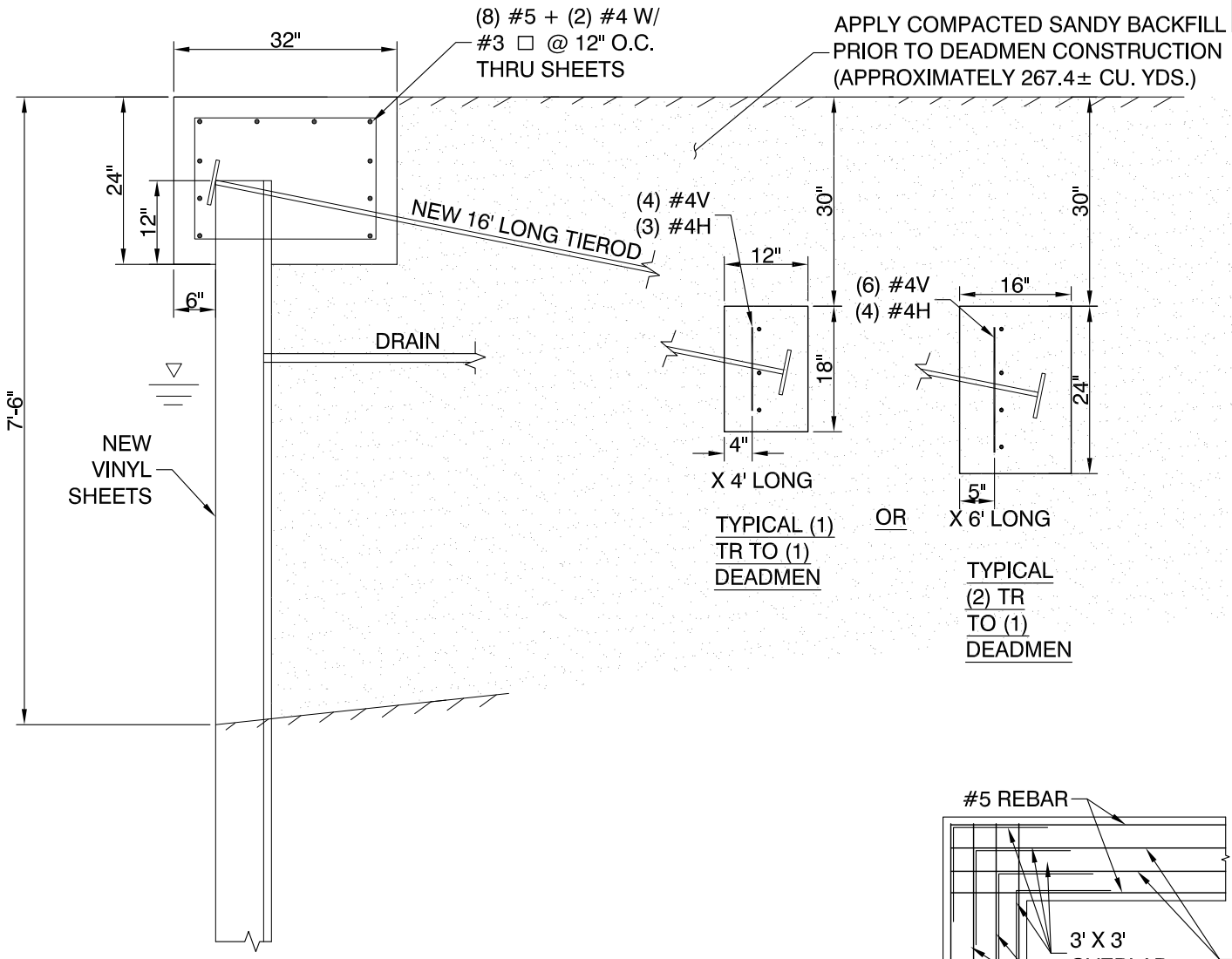
NOTES:
1.) SHEETS-ESP 5.5, VANGUARD OR CL-9900 X 14' LONG.
2.) CONCRETE-5000 PSI AT 28 DAYS, FILLER 3500 PSI
3.) REBAR-GRADE 60, PLAIN, 3" CONCRETE COVER OR FIBERGLASS
4.) TIEBACKS-1"Ø X 16' LONG HDG, PVC ENCASED W/ (1) 6" X 6" X ½" HDG WASHERS & NUTS TO MR-SR MANTA RAY ANCHORS OR (2) 6" X 6" X ½" HDG WASHERS & NUTS INTO CONCRETE DEADMEN.
5.) DRAINS-1.25"Ø X 4' LONG SLIT TYPE PVC WELL POINT DRAINS @ 6' ON CENTER THROUGH BOTH WALLS 5" ABOVE THE BARNACLE LINE.
6.) NEW CAP AT EXISTING ELEVATION.
7.) MEETS FBC 2023, 8TH EDITION.

JOHN B. ADAMS, JR. CERTIFICATE No.53963 STATE OF FLORIDA PROFESSIONAL ENGINEER

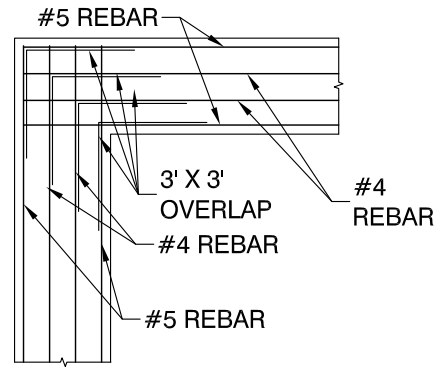
Digitally signed by John B. Adams Jr., PE
Date: 2026.02.27 12:01:24 -05'00'

Reuben Clarson CONSULTING
MARINE ENGINEERING
ASSESS.ADVISE.DESIGN
(CERT. OF AUTH. NO. 9206)
780 94TH AVENUE NORTH, SUITE 102, ST. PETERSBURG, FL 33702
P: (727) 895-4717 F: (727) 578-9542
WWW.REUBENCLARSONCONSULTING.COM

OWNER: CITY OF MADEIRA BEACH	CONTRACTOR:	DATE: 2-26-2026	SHEET NO.: S2 TOTAL SHEETS: 4
503 150TH AVE MADEIRA BEACH, FL		DRAWN/CHECK BY: JH/JA	REVISIONS:
SEAWALL DESIGN		SCALE: N.T.S.	
		PROJ. NO. RR26-26MB091S	



1 S3 SEAWALL SECTION B VIEW
1/2"=1'



2 S3 CORNER CAP DETAIL
N.T.S.

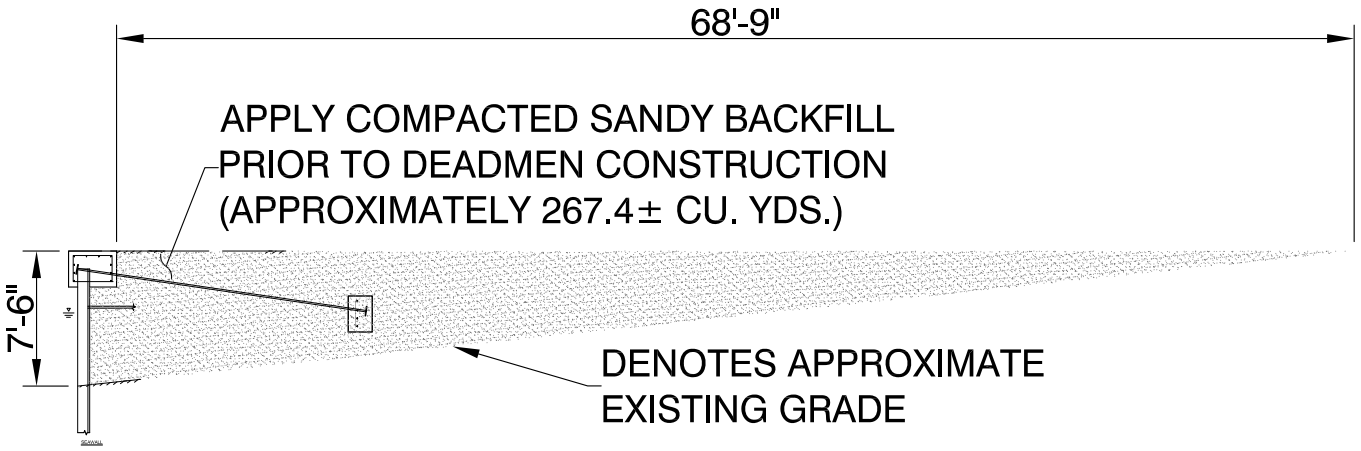
NOTES:
1.) SHEETS-ESP 5.5, VANGUARD OR CL-9900 X 14' LONG.
2.) CONCRETE-5000 PSI AT 28 DAYS, FILLER 3500 PSI
3.) REBAR-GRADE 60, PLAIN, 3" CONCRETE COVER OR FIBERGLASS
4.) TIEBACKS-1"Ø X 16' LONG HDG, PVC ENCASED W/ (2) 6" X 6" X $\frac{1}{2}$" HDG WASHERS & NUTS INTO CONCRETE DEADMEN.
5.) DRAINS-1.25"Ø X 4' LONG SLIT TYPE PVC WELL POINT DRAINS @ 6' ON CENTER THROUGH WALL 5" ABOVE THE BARNACLE LINE.
6.) NEW CAP AT EXISTING ELEVATION.
7.) MEETS FBC 2023, 8TH EDITION.

JOHN B. ADAMS, JR. CERTIFICATE No.53963 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by John B. Adams Jr., PE
Date: 2026.02.27 12:02:12 -05'00'

Reuben Clarson CONSULTING
MARINE ENGINEERING
ASSESS.ADVISE.DESIGN
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P: (727) 895-4717 F: (727) 578-9542
WWW.REUBENCLARSONCONSULTING.COM

OWNER: CITY OF MADEIRA BEACH	CONTRACTOR:	DATE: 2-26-2026	SHEET NO.: S3 TOTAL SHEETS: 4
503 150TH AVE MADEIRA BEACH, FL		DRAWN/CHECK BY: JH/JA	REVISIONS:
		SCALE: N.T.S.	
SEAWALL DESIGN		PROJ. NO. RR26-26MB091S	



1 S4 EXISTING BOAT RAMP FILL AREA DETAIL
3/32"=1'

JOHN B. ADAMS JR. CERTIFICATE No.53963 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by John B. Adams Jr., PE
Date: 2026.02.27 12:02:27 -05'00'

Reuben Clarson CONSULTING
MARINE ENGINEERING
ASSESS.ADVISE.DESIGN
(CERT. OF AUTH. NO. 9206)
780 94TH AVENUE NORTH, SUITE 102, ST. PETERSBURG, FL 33702
P: (727) 895-4717 F: (727) 578-9542
WWW.REUBENCLARSONCONSULTING.COM

OWNER: CITY OF MADEIRA BEACH	CONTRACTOR:	DATE: 2-26-2026	SHEET NO.: S4 TOTAL SHEETS: 4
503 150TH AVE MADEIRA BEACH, FL		DRAWN/CHECK BY: JH/JA	REVISIONS:
		SCALE: N.T.S.	
SEAWALL DESIGN		PROJ. NO. RR26-26MB091S	

Friday May 15, 2026

Bid opening: 10:00AM

Bid Tabulation

RFP#26-05 Marina Seawall Replacement #2

Company	Marina	T&K Opt 1	T&K Opt 2
Tampa Bay Marine	$ 324,000.00	~~	~~
Florida Seawall Solutions	$224,881.00	$32,453.00	$46,301.00
Speeler	$151,900.00	39,750.00	57,950.00

Memorandum

Meeting Details: May 27, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Amendment to Pinellas County Interlocal Agreement to share cost with FDEP for NPDES MS4 Permit

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Background

Pinellas County and its municipal co-permittees, including the City of Madeira Beach, entered into an Interlocal Agreement in 2021 to share costs associated with the Florida Department of Environmental Protection (FDEP) NPDES MS4 Permit program.

This program is required to manage and regulate stormwater systems and ensure compliance with state and federal environmental regulations.

The current agreement is set to expire upon payment of Fiscal Year 2026 invoices.

The proposed First Amendment: Is needed for the below

- Extends the agreement for an additional five (5) years (FY 2027–FY 2031)
- Continues the cost-sharing structure for the annual regulatory and surveillance fee
- Updates contact information for all participating agencies
- Replaces Exhibits A and B (including updated population data used for cost allocation)

Why This Is Needed

- The County's MS4 Permit remains active while renewal is pending with FDEP
- Continued participation ensures regulatory compliance
- The agreement provides a cost-effective, coordinated approach among all municipalities

Fiscal Impact

The City will continue to pay its proportional share of the annual FDEP regulatory fee as part of this cooperative agreement. Costs are distributed among all co-permittees based on the established methodology.

Recommendation(s)

Staff recommend the Board of Commissioners Staff recommends approval of the First Amendment to the Interlocal Agreement with Pinellas County to extend participation in the NPDES MS4 program through Fiscal Year 2031.

Attachments

- First Amendment to Interlocal Agreement
- Exhibit A & Exhibit B

PINELLAS COUNTY PUBLIC WORKS MANAGES ENVIRONMENTAL, STORMWATER, AND TRANSPORTATION SYSTEMS TO PROVIDE A SAFE SUSTAINABLE, AND VIBRANT COMMUNITY FOR THE PEOPLE OF PINELLAS COUNTY

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES

FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE

(PID No. 004464)

AGREEMENT PREPARED BY

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENVIRONMENTAL MANAGEMENT

September 2026

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE

THIS FIRST AMENDMENT (hereinafter "First Amendment") to the INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE dated November 30, 2021 (hereinafter "Interlocal Agreement"), is entered into this _____ day of _____, 2026, between PINELLAS COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY") and the following municipalities in Pinellas County, Florida: Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, and City of Treasure Island (although separate parties hereto collectively the "CO-PERMITTEES"); collectively the COUNTY and CO-PERMITTEES are referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the PARTIES entered into the Interlocal Agreement on November 30, 2021; and

WHEREAS, the Interlocal Agreement terminates upon the CO-PERMITTEES full payment of COUNTY invoices for Fiscal Year 2026; and

WHEREAS, the County's existing Florida Department of Environmental Protection ("FDEP") NPDES MS4 Permit FLS000005 ("MS4 Permit") is still in effect pursuant to Rule 62-624.420, F.A.C. as the COUNTY submitted a timely and sufficient MS4 Permit re-application with the Cycle 4 Year 4 Annual Report to FDEP on February 28, 2023, and FDEP has not yet taken final action on the application for renewal; and

WHEREAS, the PARTIES wish to extend the term of the Original Interlocal Agreement for an additional five (5) years; and update the contact information in SECTION 13.

NOW THEREFORE, the Interlocal Agreement is amended as follows:

1. The COUNTY'S remittance of the Annual Regulatory Program and Surveillance Fee, as set forth in, F.A.C. § 62- 4.052(10)(a) and subject to modification by FDEP is hereby extended an additional five (5) years

to include Fiscal Years 2027, 2028, 2029, 2030, and 2031.

2. The term of the Interlocal Agreement, as set forth in SECTION 4 (AGREEMENT TERM), is hereby extended an additional five (5) years and shall remain in effect until all invoices for Fiscal Year 2031 are paid by CO-PERMITTEES.

3. That SECTION 13. (NOTICE) is amended to read as follows:

All notices, invoices, payments, and other written communications between the parties shall be sent by electronic mail, certified U.S. mail, or recognized courier delivery service. Such notices shall be deemed effective upon delivery, as evidence by an electronic mail read receipt, a certified mail delivery receipt, or a courier service delivery receipt. Any notices, invoices, payments, and written communications shall be delivered to the PARTIES at their respective contact information as set forth below:

Belleair Bluffs:
Debra Sullivan
City Administrator
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770
727-584-2151
dsullivan@belleairbluffs-fl.gov

Belleair:
Ryan Womack
Public Works Superintendent
Town of Belleair
1075 Ponce De Leon Blvd.
Belleair, FL 33756
727-588-3769
rwomack@townofbelleair.net

Clearwater:
Jeremy Brown
Deputy City Engineer
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758
727-444-8250
jeremy.brown@myclearwater.com

Belleair Beach:
Kyle Riefler
City Manager
City of Belleair Beach
444 Causeway Blvd.
Belleair Beach, FL 33786
727-229-8431
kyle.riefler@cityofbelleairbeach.com

Gulfport:
Kendrix Anderson
Public Works Director
City of Gulfport
2401 53rd St. South
Gulfport, FL 33707
727-893-1090
tnicholls@mygulfport.us

Dunedin:
Meaghan McCormack
Environmental Program Manager
City of Dunedin
1405 County Road 1
Dunedin, FL 34698
727-298-3232
Meaghan.mccormack@dunedin.gov

Kenneth City:
Will Herbert
Town Manager
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709
727-498-8948
wherbert@kennethcityfl.org

Madeira Beach:
Megan Wepfer
Director of Public Works
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
727-543-8154
mwepfer@madeirabeachfl.gov

Oldsmar:
Johna Jahn
Interim Public Works Director
City of Oldsmar
100 State Street West
Oldsmar, FL 34677
813-749-1233
jjahn@oldsmarfl.gov

Redington Beach:
Adriana Nieves
Town Clerk
Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708
727-391-3875
townclerk@townofredingtonbeach.com

Safety Harbor:
Renee Cooper
Public Works Director
City of Safety Harbor
1200 Railroad Ave.
Safety Harbor, FL 34695
727-724-1550
rcooper@cityofsafetyharbor.com

Seminole:
Rodney Due
Public Works Director
City of Seminole
9199 113th St. N.
Seminole, FL 33772
727-397-6383
rdue@myseminole.com

Indian Rocks Beach:
Dean Scharmen
Public Works Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785
727-595-6889
dscharmen@irbcity.com

Largo:
Brooke Driskell
Stormwater Program Administrator
City of Largo
P.O. Box 296
Largo, FL 33779
727-587-6713
bdriskell@largo.com

North Redington Beach:
Eric Lamb
Public Works Supervisor
Town of North Redington Beach
190 173rd Ave.
North Redington Beach, FL 33708
727-391-4848
publicworks@townofnrb.com

Pinellas Park:
Kyle Arrison
Transportation, Stormwater, Construction
Division Director
City of Pinellas Park
6250 82nd Ave. N.
Pinellas Park, FL 33781
727-369-5621
karrison@pinellaspark.com

Redington Shores:
Michelle Lowe
Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
727-397-5538
townclerk@redshoresfl.com

South Pasadena:
Shawn Shimko
Public Works Director
City of South Pasadena
7047 Sunset Dr. S.
South Pasadena, FL 33707
727-384-0701
sshimko@mysouthpasadena.com

St. Pete Beach:
Frances Robustelli
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727-426-3521
frobustelli@stpetebeach.org

Tarpon Springs:
Anthony "Tony" Mannello
Streets and Stormwater Supervisor
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689
727-942-5606
amannello@ctsfl.us

Treasure Island:
Gary Volenec
Public Works Director
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
727-547-4575
gvolenec@mytreasureisland.org

4. Exhibit A is hereby replaced with the updated Exhibit A, attached.

5. Exhibit B is hereby replaced with the updated Exhibit B, attached.

6. This First Amendment will be effective upon execution by all PARTIES and filing with the Clerk of the Circuit Court of Pinellas County pursuant to F.S. § 163.01(11).

7. All other provisions and conditions of the Interlocal Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES
FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the day and year first above written.

PINELLAS COUNTY, FLORIDA, by and through its
Board of County Commissioners

By: _____
Dave Eggers, Chair

ATTEST:

_____
Ken Burke, Clerk of the Circuit Court

APPROVED AS TO FORM:

By: _____
Office of County Attorney



INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 COPERMITTEES FOR THE ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE EXHIBIT A

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bureau of Finance and Accounting
P.O. Box 3070
Tallahassee, FL 32315-3070

Annual Regulatory Program and Surveillance Fee
2026

INVOICE

INVOICE NO: 35925
DATE: 12/03/2025

To: klevy@pinellascounty.org
Permittee CC: bburton@pinellascounty.org

LEVY,KELLI
PINELLAS COUNTY
22211 US 19 N
BUILDING 10
CLEARWATER, FL 33765

Accounting Information
Object Code: 002140
Org Code : 37 35 10 10 000
Expansion Option: TA
FLAIR Code : 372025260013735040000000020000
Facility Key # 19949

FACILITY ID	FACILITY NAME	INVOICE AMOUNT
FLS000005	PINELLAS CO & CO APP - MS4	$30,299.00

Invoice amount represents only current year fee assessment.

This fee is assessed pursuant to Rule 62-4.052, Florida Administrative Code, and is **DUE January 15, 2026.** A copy of the rule may be found at https://www.flrules.org/gateway/RuleNo.asp?title=PERMITS&ID=62-4.052.

Payments can be made by personal, business or cashier's check, money order, electronic fund transfer or online by credit card. To pay online visit the DEP Business Portal at http://www.fldepportal.com. Choose Pay > Invoices > Wastewater & Stormwater Regulatory Fees. Then Sign-in or Register for a new account.

If you have questions about MS4 facilities, this fee or payment email Anna.Lomasney@dep.state.fl.us or call 850-245-8568.

cc: DEP TLST District Office

PLEASE DETACH & RETURN THIS REMITTANCE SLIP WITH PAYMENT

INVOICE NO: 35925
DATE: 12/03/2025

PAY ONLINE AT: **HTTP://WWW.FLDEPPORTAL.COM** OR MAIL TO: BUREAU OF FINANCE AND ACCOUNTING
P.O. BOX 3070
TALLAHASSEE, FL 32315-3070

MAKE ALL PAYMENTS PAYABLE TO: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

FACILITY ID	FACILITY NAME	INVOICE AMOUNT	REMIT AMOUNT
FLS000005	PINELLAS CO & CO APP - MS4	$30,299.00	$_____

Accounting Information
Object Code: 002140
Org Code : 37 35 10 10 000
Expansion Option: TA
FLAIR Code : 372025260013735040000000020000
Facility Key # 19949



INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 COPERMITTEES FOR THE ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE

EXHIBIT B

Exhibit B: Population Data

	2026		
	ACTUAL	%	POPULATION
Belleair	$ 176.23	0.0062	4,306
Belleair Bch	$ 62.53	0.0022	1,534
Belleair Bluffs	$ 93.80	0.0033	2,298
Belleair Shore	$ -		66
Clearwater	$ 4,806.50	0.1691	118,327
Dunedin	$ 1,452.47	0.0511	35,742
Gulfport	$ 469.00	0.0165	11,525
Indian Rocks Bch	$ 139.28	0.0049	3,433
Indian Shores	$ -		1,158
Kenneth City	$ 201.81	0.0071	4,957
Largo	$ 3,416.56	0.1202	84,075
Madeira Bch	$ 147.80	0.0052	3,629
N Redington Bch	$ 56.85	0.0020	1,389
Oldsmar	$ 605.43	0.0213	14,879
Pinellas Pk	$ 2,236.97	0.0787	55,055
Redington Bch	$ 51.16	0.0018	1,224
Redington Shores	$ 79.59	0.0028	1,955
Safety Hrbor	$ 682.18	0.0240	16,808
St Pete Bch	$ 341.09	0.0120	8,424
St Petersburg	$ -		266,153
Seminole	$ 784.50	0.0276	19,323
S Pasadena	$ 201.81	0.0071	4,958
Tarpon Springs	$ 1,043.16	0.0367	25,676
Treasure Island	$ 247.29	0.0087	6,103
Unincorporated	$ 11,127.99	0.3915	273,936
		1.0000	966,933
	$ 28,424.00		(268,307)
	2026		698,626
State of FL,DEP Ir	$ 30,299.00		
FDOT	$ (1,875.00)		
	$ 28,424.00		

	2025		
	ACTUAL	%	POPULATION
Belleair	$ 173.39	0.0061	4,310
Belleair Bch	$ 65.38	0.0023	1,633
Belleair Bluffs	$ 93.80	0.0033	2,312
Belleair Shore	$ -		70
Clearwater	$ 4,789.44	0.1685	118,463
Dunedin	$ 1,441.10	0.0507	35,606
Gulfport	$ 474.68	0.0167	11,757
Indian Rocks Bch	$ 150.65	0.0053	3,702
Indian Shores	$ -		1,206
Kenneth City	$ 198.97	0.0070	4,943
Largo	$ 3,393.83	0.1194	83,950
Madeira Bch	$ 162.02	0.0057	4,006
N Redington Bch	$ 59.69	0.0021	1,472
Oldsmar	$ 602.59	0.0212	14,888
Pinellas Pk	$ 2,222.76	0.0782	54,952
Redington Bch	$ 54.01	0.0019	1,346
Redington Shores	$ 88.11	0.0031	2,154
Safety Hrbor	$ 679.33	0.0239	16,762
St Pete Bch	$ 355.30	0.0125	8,765
St Petersburg	$ -		267,031
Seminole	$ 781.66	0.0275	19,338
S Pasadena	$ 218.86	0.0077	5,403
Tarpon Springs	$ 1,048.85	0.0369	25,949
Treasure Island	$ 264.34	0.0093	6,510
Unincorporated	$ 11,105.26	0.3907	274,690
		1.0000	971,218
	$ 28,424.00		(268,307)
	2025		702,911
State of FL,DEP Ir	$ 30,299.00		
FDOT	$ (1,875.00)		
	$ 28,424.00		

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE

CITY OF MADEIRA BEACH
A FLORIDA MUNICIPAL CORPORATION

Anne-Marie Brooks Mayor	Clint Belk acting City Manager
	Seal
Approved as to form:	Attest:
Thomas Trask Attorney	Clara VanBlargan, MMC, MSM City Clerk

Memorandum

Meeting Details: May 27, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: 2025 Ford F550 4X4 Dump Truck Purchase

Background

The Public Works Administration is requesting approval to purchase a 2025 Ford F-550 Regular Cab 4x4 equipped with a Godwin 3 yard dump body featuring 18-inch drop-down sides, a manual tarp, a 24-inch tailgate, and a factory tow package. This vehicle will be procured utilizing a piggyback agreement from the Florida Sheriffs Association competitively awarded contract, FSA25-VEH23.0, which satisfies procurement requirements and provides favorable pricing.

The proposed vehicle will replace an existing 2009 Ford F-350 dump truck that has been in service for several years and is showing signs of reaching the end of its useful life, including increased maintenance needs and reduced reliability.

The requested dump truck will be utilized for a variety of operational needs, including removal of debris from the beach, support of landscaping activities such as rock, shell, and dirt installation, and delivery of landscaping materials to parks and other public spaces to support beautification efforts. This vehicle will serve multiple departments, provide shared operational support and improve efficiency across city operations.

The previous request from Palmetto Ford fell through due to an attempt to deliver a 2024 model and the truck having multiple error codes on the dash upon arrival.

Fiscal Impact

Funding for this purchase has been approved in the FY26 Budget in the amount of $125,000 and will be paid from the Public Works Administration Capital Equipment account. The truck will be retrofitted with warning lights and modifications not to exceed the allotted budgeted amount.

Recommendation(s)

Staff recommend the Board of Commissioners approve the purchase of a 2025 Ford F-550 Regular Cab 4x4 dump truck from Duval Ford through a piggyback of the Florida Sheriffs Association Bid No. FSA25-VEH23.0. for $96,953.00.

Attachments

- Duval Ford Proposal

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 38, Ford, F-550 Regular Cab, F5H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$63,506.00	Build	Options
	Alternate	Duval Ford LLC	$63,738.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,749.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,449.00	Build	Options
	Alternate	BOZARD FORD	$63,506.00	Build	Options
	Alternate	Duval Ford LLC	$63,528.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,349.00	Build	Options
	Alternate	BOZARD FORD	$63,646.00	Build	Options
	Alternate	Duval Ford LLC	$63,738.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,349.00	Build	Options
	Alternate	BOZARD FORD	$63,646.00	Build	Options
	Alternate	Duval Ford LLC	$63,763.00	Build	Options

DUVAL | Ford
• Since 1916 •

CITY OF MADEIRA BEACH

QUOTE ID: 1218BDREV1

Contract Holder 5/14/26

Prepared for:
CITY OF MADEIRA BEACH
MEGAN WEPFER
mwepfer@madeirabeachfl.gov
727-543-8154

Duval Ford
Bambi Darr
(Work) 904-388-2144
(Fax) 904-387-6816
Bambi.Darr@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr

Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
1	F5H CENTRAL	Item 38: Ford F550 4x4 Regular Cab Chassis 60" CA DRW F5H Central Zone	$ 63,738.00	$ 63,738.00
1	99T.44G	6.7L 4 Valve OHV Power Strokebutton ® V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift® Ten-Speed Automatic Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision (Not available w/ F3E, X3E, X3G, X4G.60CA).	$ -	$ -
1	660A	Equipment Group: XL (Power Windows & Door Locks)	$ -	$ -
1	F5H.84CA	Wheel Base Option 84" Cab to Axle, 169" wheelbase	$ 2,711.00	$ 2,711.00
1	18B	Platform Running Boards	$ 318.00	$ 318.00
1	TGM	225/70Rx19.5G BSW Traction (includes 4 traction tires on the rear and 2 A/P tires on the front; Opt on 450/550)	$ 189.00	$ 189.00
1	X4L	4.30 Ratio Limited Slip Rear Axle (Opt on 350 DRW 7.3L; req 535 or 67P for 450 Diesel)	$ 393.00	$ 393.00
1	68H	Payload Plus Upgrade Package 2 (19,550 lbs. GVWR) (avail. on F-550 only; req. Trailer Tow Package – High Capacity (535) on 6.7L Diesel (99T)) Note: Ford is restricting sales of 6.7L Diesel (99T) on F-550 with Payload Plus Upgrade Package 2 (68H) and F-600 6.7L Diesel (99T) to customers for registration outside of California.	$ 1,149.00	$ 1,149.00
1	65C	Dual Diesel – combines 40 gallon aft-of-axle & 26.5 gallon mid ship tank (req. DRW)	$ 622.00	$ 622.00
1	872	Rear View Camera and Prep Kit (includes camera, wiring bundle, and Vendor Installation)	$ 711.00	$ 711.00
1	59H	Center High-Mounted Stop Lamp (CHMSL)	No Charge	$ -
1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier • Optional on XL, XLT, Includes trailer plug 6 or 7-way flat • Includes Tow Capacity matched Gen-Y hardware pack: Gen-Y Ball Mount, 2 5/16" Ball, pin and clip • Recommend Locking Differential , Includes (52B) electric Brake controller [Updated Dec '25]	$ 1,985.00	$ 1,985.00
1	86M	Dual Battery (Dual Battery – 68 AH/65 AGM; incl. with 6.7L Diesel; std on 7.3L Gas w/ 120V/400W Outlet (43C) or w/ Ambulance Pkg. (47A/47L))	$ -	$ -
1	SBO 1	Factory Camera Install (REQ. Oem Camera Kit (872))	$ 238.00	$ 238.00
1	DB 4	Standard Dump Bodies. Godwin 11' 3 Yd- 18" sides, includes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 21,467.00	$ 21,467.00
1	DBO 1	18" DROP DOWN SIDES, PROVISION FOR 6" SIDE BOARDS & 24" TAILGATE	$ 1,219.00	$ 1,219.00

	1	31*	Ship Thru Qualified body modifier. Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage MSO, body certification label, and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	$ 625.00
	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: $90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$ 125.00	$ 125.00
	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$ 68.00	$ 68.00
	1	TX	Stock Sourcing: This amount represents costs associated with reassignment, dealer transfer and re-invoicing a serialized vehicle from retail inventory, eliminating the requirement for order. Due to dealer allocation, and commodity retraints, not all vehicles qualify. When vehicles are sourced from secondary locations, additional freight for logistics may be added at $3 per mile.	$ 1,395.00	$ 1,395.00
	1	STOCK	2025 MODEL / SDA15404 (SUBJECT TO AVAILABILITY)	$ -	$ -
	1			$ -	$ -
	1	Z1	Oxford White	$ -	$ -
0	1	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	Standard	$ -
0	1		Vinyl Floor	$ -	$ -
0	1			$ -	$ -
0		TOTAL LABOR HOURS			
		Additional Notes	2025 MODEL/ UP-FITTER GT CAN HAVE DUMP BODY INSTALLED IN 4 WEEKS		
UNIT COST					$ 96,953.00
TOTAL QUANTITY		1		TOTAL PURCHASE	$ 96,953.00

Memorandum

Meeting Details: May 27, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: 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

Background

The Public Works Department is requesting approval from the Board of Commissioners to piggyback off the City of Belleair Bluffs Duncan Drive Roadway & Stormwater Improvements Contract, Bid No. 2025-01, for roadway milling, resurfacing, drainage, and associated infrastructure improvements within the City's Area 5 roadway improvement program. The Belleair Bluffs contract was publicly bid in accordance with Florida procurement requirements and includes roadway and stormwater improvement work substantially similar in scope to the City's proposed projects.

The Belleair Bluffs contract documents include roadway and stormwater infrastructure improvements with a project completion time of 210 calendar days and liquidated damages established at $500 per calendar day. The bid documents further authorize the utilization of other governmental contracts by participating agencies.

The proposed Area 5 roadway and drainage improvements include roadway milling and resurfacing, drainage repairs, asphalt restoration, and associated roadway infrastructure improvements throughout the City. Included within this work are the milling and resurfacing of Bay Point Drive and Bay Point Causeway as well as FEMA-approved milling and resurfacing work associated with the beach access parking lots extending from 135th Avenue South to Johns Pass Park. Additional resurfacing work includes Village Boulevard, Boardwalk Place, and the surface parking lot located within Johns Pass Village.

Staff is recommending utilization of the Belleair Bluffs contract pricing through Keystone Excavators, Inc. as the awarded contractor under the referenced bid. Piggybacking this contract will allow the City to expedite critical roadway and stormwater improvements while utilizing competitively procured unit

pricing already established through a neighboring municipal agency. This approach will also reduce project delivery time and administrative costs associated with preparing and advertising a separate competitive solicitation.

In addition to construction services, staff is requesting approval of Construction Engineering and Inspection (CEI) services to be provided by Terra Mare in the amount of $143,000.00. The CEI services will provide project oversight, quality assurance, contract administration, construction observation, and documentation services necessary to ensure compliance with project specifications, FEMA requirements, and applicable permitting conditions.

Fiscal Impact

Funding for the proposed improvements will be derived from a combination of stormwater funds, general fund, and FEMA reimbursement funding associated with the approved beach access parking lot restoration work.

Recommendation(s)

Staff recommend the Board of Commissioners approve the following:

1. Approval to piggyback off the City of Belleair Bluffs Duncan Drive Roadway & Stormwater Improvements Contract, Bid No. 2025-01;
2. Approval of Keystone Excavators, Inc. contract pricing for the Area 5 Roadway and Drainage Improvements project; and
3. Approval of Construction Engineering and Inspection (CEI) services with Terra Mare in the amount of $143,000.00.

Attachments

- Duncan Dr. Contract
- Piggyback Agreement
- Terra Mare CEI proposal

PIGGYBACK AGREEMENT FOR AREA 5 ROADWAY AND DRAINAGE IMPROVEMENTS, BAY POINT REPAVING, BEACH PARKING LOTS REPAVING, AND JOHN PASS VILLAGE MILLING AND RESURFACING

This Agreement is made on the ___ day of _____, 2026 (the "Effective Date"), by and between the **City of Madeira Beach**, a Florida municipal corporation (the "Client") and **Keystone Excavators, Inc.,** a Florida corporation (the "Contractor"), collectively referred to as the "Parties".

WHEREAS, the Client has determined that it requires that Area 5 roadway and drainage improvement project to be constructed with new stormdrain structures, new curbs, new Pinellas County potable water to be replaced, and milled and resurfaced whole project area, Bay Point Dr., Beach access parking lots from Johns Pass Park to 135th Ave W., and Johns Pass Village to be milled and surfaced ; and

WHEREAS, on December 3, 2025, the City of Belleair Bluffs, a Florida municipal corporation ("City") issued Bid No. 2025-01 for the purpose of receiving bids for its Duncan Drive Roadway & Stormwater Improvements, as further described in the Bid No. 2025-01 (the "Services"); and

WHEREAS, the Contractor responded to the Bid No. 2025-01 and City subsequently selected the Contractor as a responsive, responsible bidder; and

WHEREAS, on February 26, 2026, the Contractor and City to entered into a contract (the "City Contract") wherein the Contractor agreed to perform the Services for the City in accordance with the terms and conditions described therein; and

WHEREAS, § 2-193 of the City of Madeira Beach Code of Ordinances authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by Florida Statutes § 255.20, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent that the City's, and the value of the work does not require a new solicitation; and

WHEREAS, the Client desires to piggyback onto the City Contract for the purposes of receiving the same Services from Contractor as are being provided to City under the City Contract; and

WHEREAS, the City's Public Works Director has obtained confirmation from an authorized representative of the Contractor that the Contractor consents to the formation of this contractual relationship by way of Client's piggybacking onto the City Contract under the terms provided for herein.

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 Client, and provide to Client as requested, the same Services as are available and provided to City in accordance with the terms and conditions of the City Contract, at the prices specified therein. All references to the "City", "Owner" or "Largo" in the City Contract shall, for purposes of this Agreement, mean Client.

2. Unit Pricing. The Contractor's work shall be performed at the same unit prices as are set forth in its Bid.

3. Scope of Work. The Contractor shall perform each work assignment from the Client as set forth in the Scope of Work in the City Contract, consistent with the Special Conditions, Standard Specifications, Technical Specifications, and other terms and conditions of the City Contract, and in the manner set forth

by the Client each work assignment and engineered plans (if required), as may be issued by the Client from time to time during the Term of this Agreement. To the extent the Client has an initial work assignment ready, it shall be set forth in **Attachment "A"** to this Agreement.

4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to City in the City Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client'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 Bid (including all issued addenda), (ii) the Contractor's Bid (including all unit cost and other exhibits), and (iii) the City Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the City 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 three above-listed documents, the City Contract shall prevail first, followed by the ITB, followed by the Contractor's Bid.

6. Term of the Agreement. The term of this Agreement shall commence on the Effective Date, shall have an expiration date of **September 24, 2026** (the end of the City Contract) unless otherwise extended by The City of Belleair Bluffs.

7. Staff Title References and Language Substitutes. To the extent the City Contract refers in various places to Project Manager, Owner Representative, or similar person, the Parties agree that for purposes of this Agreement, references to these officials or employees shall mean the City Manager of the City of Madeira Beach, or her/his designee.

8. The following terms in the City Contract are revised or supplemented as follows:

   A paragraph new 10.07 is created to read:

   > Contractor shall submit invoices to Client by submitting them to Client, Attn: Public Works Director, at 300 Municipal Drive., Madeira Beach, FL 33708. If the City disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

   In the event the Scope of Work set forth in **Attachment "A"**, or via any subsequent Client work assignment, exceeds $100,000, the Contractor must provide and file with the Pinellas County Clerk of Court payment and performance bonds in favor of the Client in the form and manner as set forth in Florida Statutes § 255.05.

   Contractor shall provide insurance coverages to the Client, and indemnification of the Client, in the same manner it provides the City in the City Contract.

   In the event the City exercises its right to terminate the City Contract early, this Agreement shall survive through the Termination Date unless the Client, independently, exercises its own termination rights.

9. Public Records Act Compliance. 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 Client to perform the Services provided hereunder.

   (b) Upon request from the Client's custodian of public records, provide the Client 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 Client.

   (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client 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, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

   If the Contractor fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Client 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 CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.391.9951), E-MAIL cvanblargan@madeirabeachfl.gov), OR MAIL (CITY OF MADEIRA BEACH, OFFICE OF THE CITY CLERK, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.

10. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

Client:	**Contractor**:
City of Madeira Beach	Keystone Excavators, Inc.
Attn: City Manager	Attn: Jeffrey C. Truxton
300 Municipal Drive.	371 Scarlet Blvd.
Madeira Beach, FL 33708	Oldsmar, FL 34677

11. Representations; Warranties; Fee Disclosure.

    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.

    c. Pursuant to Florida Statutes § 218.80(3), Contractor will have to pay before or during construction the following permits or fees before or during construction:

       NA

       The dollar amount or the percentage method or the unit method of all permits or fees listed above which may be required by the Client as a part of this Agreement are:

       NA

       The following is a listing of all other governmental entities that may have additional permits or fees generated by the project(s):

       NA

12. Miscellaneous.

    a. 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 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. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Client shall be null and void and shall be grounds for the City to declare a default of this Agreement.

d. 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. Notwithstanding any provision of the City Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, 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. 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 Client.

g. 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.

h. 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.

i. This Agreement only provides rights and remedies for the Client and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.

j. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

k. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.

Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Pursuant to Florida Statutes § 448.095(5), Contractor's contract with Client cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Client 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 Client 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 Client shall terminate this contract. 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.

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

CITY OF MADEIRA BEACH
a Florida municipal corporation

ATTEST:

By: _____
Anne-Marie Brooks
Mayor

_____
Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, B.C.S.
City Attorney

KEYSTONE EXCAVATORS, INC.

By: _____
Jeffrey C. Truxton
President

Attachment A

Area 5 Scope

Area 5 129th Ave, 131st Ave., and Pelican Lane will include stormdrain improvements, curb removal and replacement, Pinellas County Utility enhancements to the watermain, and a final mill and repave of 129th and 131st Ave E.

Bay Point Causeway and Bay Point Drive Scope

Mill 1.5” and repave 2” 7,500 Square Yards of asphalt.

Beach Access Parking Lots 135th to Johns Pass Park Scope

Mill 1.5” and repave 2” 12,000 Square Yards of asphalt and parking lot striping.

Village Blvd, Boardwalk Place, and Surface lot scope

Mill 1.5” and repaving 2” approximately 14,000 square yards of asphalt and parking lot striping.

PART D
AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of February, 2026 (the bid award date for projects subject thereto) by and between the CITY OF BELLEAIR BLUFFS, FLORIDA, a Florida municipal corporation, hereinafter called the City; and

Keystone Excavators, Inc.,

hereinafter called the CONTRACTOR.

WITNESSETH THAT:

In consideration of the mutual agreements contained herein, the parties agree as follows:

1. The CONTRACTOR being the lowest responsible bidder shall provide to the City the following: labor, material, and all appurtenances as per the requirements set forth in the advertisement for bids. **Project Title: DUNCAN DRIVE ROADWAY & STORMWATER IMPROVEMENTS, BID 2025-01.**

2. The CONTRACTOR, in consideration of the premises and mutual covenants herein contained shall agree to furnish at his own cost and expense, all equipment, tools, materials and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the said work.

   The CONTRACTOR shall agrees to perform a minimum of fifty (50) percent of the contracted work. More specifically, not more than a total of fifty (50%) percent of the contracted work shall be performed by subcontractors.

3. The CONTRACTOR agrees that the work to be performed under this Agreement shall be completed within 210 calendar days from the written Notice to Proceed date. Time is of the essence for the completion of said work. Failure to complete work within the stated period, including any extension(s) granted, shall entitle the City to deduct from the contracted amount as "Liquidated Damages" $500.00 per calendar day of delay.

4. The CONTRACTOR will indemnify and hold harmless the City, Pinellas County and their agents and employees from and against all liabilities, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, providing that any such liability, claim, damage, loss or expense (a) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by a negligent act or omission of the CONTRACTOR, or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

5. In any and all claims against the City, Pinellas County or any of their agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any

subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The CONTRACTOR hereby acknowledges a charge of $10.00 to the City as specific consideration for the CONTRACTOR'S agreement of indemnification provided for in this paragraph; and specific consideration being a part of CONTRACTOR'S Total Bid Price.

6. Including the provisions contained in this Agreement, the CONTRACTOR and the City shall adhere to all provisions contained in the Contract Documents (as listed in the Instructions to Bidders, Part A), the same being incorporated as part of this Agreement by reference.

7. The City agrees to pay and the CONTRACTOR agrees to accept the amount stated in the Bid Proposal, Total Bid Price, as full compensation for the following: all work done and materials furnished; all costs and expenses incurred, and loss or damage sustained by reason of any unforeseen obstruction or difficulties encountered in the prosecution of the work; all expenses incurred by, or in consequence of the suspension or discontinuance of the work herein specified; and for well and faithfully completing the work, the whole thereof, therein provided, and maintaining the work in good condition until the final payment is made. The amount stated in the Bid Proposal, Total Bid Price, which City agrees to pay and the CONTRACTOR agrees to accept for the above-mentioned is $2,248,582.50. Payments will be made monthly on the basis of what work has been completed, which amount will be determined by the City.

8. It is understood that there are sufficient unencumbered funds to cover the aforementioned payable amount under this Agreement.

9. It is also understood that the amount payable pursuant to this Agreement shall not exceed the aforementioned Total Bid Price in the absence of a mutually written amendment to this Agreement.

10. During the performance of this Agreement, the CONTRACTOR herein assures the City that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age handicap or marital status, discriminate in any form or manner against said CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the City that said CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within is protective range of applicability.

11. This Agreement shall be contingent upon the CONTRACTOR furnishing the City a Certificate of Insurance and/or Performance and Payment Bond for the contract amount within ten (10) days upon Notification of Award listing the City and Pinellas County as additional insured entities and certificate holders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first w above.

CITY: CITY OF BELLEAIR BLUFFS, FLORIDA

BY: _____
Debra S, Sullivan, City Administrator

BY: _____
Chris Arbutine, Mayor of City of Belleair Bluffs

ATTEST:

_____
Alexis Silcox, City Clerk

CORPORATE SEAL (When Appropriate)

CONTRACTOR

BY: _____ (SEAL)
Authorized Corporate Officer or Individual (Sign before a Notary)

Marcus Erlwein
Printed Name of Signer

Vice President
Title of Signer

813 854 2342
Phone Number of Signer

APPROVALS:

_____
Thomas J. Trask, City Attorney

Acknowledgement of Contractor, if a Corporation

STATE OF FLORIDA)
SS:
PINELLAS COUNTY)

On this 17th day of February, 2026, the undersigned personally appeared Marcus Epling unknown to me but identified by a Florida Driver's License and who executed the foregoing instrument as Vice President of Keystone Excavators, Inc corporation acknowledging execution of this instrument as said officer for and on behalf of said corporation, pursuant to the powers conferred upon him by the corporation's, Board or Directors or other appropriate authority of said corporation.

WITNESS my hand and official stamp the date aforesaid.

Nancy Herg James
Notary Public, State of Florida at Large

_____
(Print Name)

#_____

My Commission Expires:_____

NANCY HERG JAMES
MY COMMISSION # HH 190368
EXPIRES: February 21, 2026
Bonded Thru Notary Public Underwriters

Acknowledgement of Contractor, if a Partnership

STATE OF FLORIDA)
SS:
PINELLAS COUNTY)

On this ____ day of _____, 20____, before me, the undersigned personally appeared _____ unknown to me but identified by a Florida Driver's License the individual who executed the foregoing instrument as one of the members of the firm of _____, and he acknowledged to me that he executed the same, as and for the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official stamp the date aforesaid.

_____
Notary Public, State of Florida at Large

_____
(Print Name)

#_____

My Commission Expires:_____

Acknowledgement of Contractor, if an Individual

STATE OF FLORIDA)
SS:
PINELLAS COUNTY)

On this ____ day of _____, 20____, before me, the undersigned personally appeared _____ unknown to me but identified by a Florida Driver's License the person who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official stamp the date aforesaid.

_____ _____
Notary Public, State of Florida at Large (Print Name)

#_____ My Commission Expires:_____

TerraMareConsulting
11722 Walker Avenue
Seminole, FL 33772
Tel (727) 686-0095
www.TerraMareConsulting.com

May 18, 2026

Megan Wepfer
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Proposal for Professional Engineering Services
Construction Administration Services
Area 5 – Roadway & Stormwater Improvements Project

Dear Ms. Wepfer:

Thank you for the opportunity to present our proposal to provide Construction Administrative Services for the City of Madeira Beach Area 5 Roadway and Stormwater Improvements Project. This proposal is for the comprehensive construction oversight including field inspection and administration services for the duration of the construction of the project.

Our Services Will Include:

- Provide coordination between the onsite contractor, Pinellas County Utilities (JPA), and the City.
- Attend a pre-construction conference with the selected construction company
- Review shop drawings as needed and respond to contractor requests for additional information.
- Ensure the construction activities and work product are in the best interest of the City.
- Coordinate with utility companies that have facilities onsite.
- Provide onsite construction inspection and project related services for the duration of the project.
- Review contractor submitted testing results for the roadway and stormwater construction.
- Document daily construction activities.
- Review and process monthly pay applications and provide recommendations to the City for payment.
- Provide final certifications and project close to the permitting agencies.
- Perform a construction Final Walk Through and Punch List to provide to the contractor.

Our fee for the above services will be One Hundred Forty Three Thousand Dollars, $143,000.00. If this proposal is acceptable, please provide a purchase order as authorization to proceed. Should you have any questions do not hesitate to call me at (727) 822-4151.

Sincerely,

Terra Mare Consulting



Albert Carrier, P.E., PSM
Principal