

**THE CITY OF MADEIRA BEACH, FLORIDA  
PUBLIC NOTICE**

**LOCAL PLANNING AGENCY  
PLANNING COMMISSION**

The Planning Commission, serving as the Local Planning Agency of the City of Madeira Beach, Florida will meet at the Madeira Beach City Centre Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708, to conduct Public Hearings on the following City business.

**7:00 P.M.**

**MONDAY, FEBRUARY 8, 2016**

**COMMISSION CHAMBERS**

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF THE MINUTES – JANUARY 11, 2016**

**D. NEW BUSINESS**

1. TO CONSIDER HAVING THE PLANNING COMMISSION MEET TWICE A MONTH

**E. OLD BUSINESS**

1. CONTINUANCE TO CONSIDER THE APPLICATION FOR A SPECIAL EXCEPTION USE FOR A STANDALONE ATM AT THE CVS LOCATED AT 15129 MADEIRA WAY.
2. CONSIDER THE APPLICATION FOR THE REZONING OF 555 150<sup>th</sup> AVENUE AND 565 150<sup>th</sup> AVENUE FOR C-4 MARINE COMMERCIAL TO PD PLANNED DEVELOPMENT.
3. CONSIDER THE APPLICATION FOR ENTERING INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND HOLIDAY ISLE MARINA

**F. PLANNING COMMISSION DISCUSSION**

**G. REPORTS**

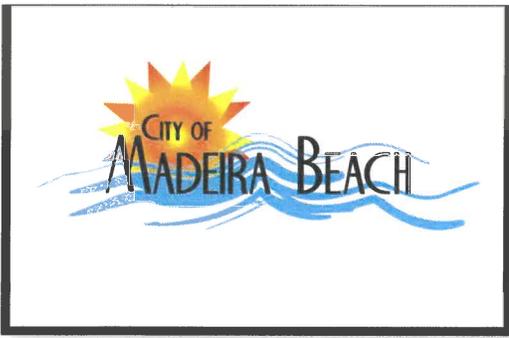
- CITY ATTORNEY
- PLANNING AND ZONING DIRECTOR

**H. NEXT MEETING**

**I. ADJOURNMENT**

Any person who decides to appeal any decision of Planning Commission serving as the Local Planning Agency with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call (727) 391-9951 or fax a written request to (727) 399-1131.

**Posted January 25, 2016**



**THE CITY OF MADEIRA BEACH, FLORIDA**  
**PUBLIC NOTICE**  
**LOCAL PLANNING AGENCY**  
**PLANNING COMMISSION**  
**MINUTES**

The Planning Commission, serving as the Local Planning Agency of the City of Madeira Beach, Florida was held at the Madeira Beach City Centre Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708, to conduct Public Hearings on the following City business.

**7:00 P.M.**

**MONDAY, JANUARY 11, 2016**

**COMMISSION CHAMBERS**

**A. CALL TO ORDER** The meeting was called to order at 7:00 p.m.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. ROLL CALL Planning Commissioner:** Brown, Carr, Noble, Lawrence, Rasmussen, Domingue and Everett.

**D. Staff:** Shane Crawford, City Manager; Patty Kordis, Permit Technician; Tom Trask, City Attorney; and Louis Serna, City Consultant.

**E. APPROVAL OF THE MINUTES** – November 19, 2015

A motion was made by Planning Commissioner Brown to approve the minutes and was seconded by Planning Commissioner Rasmussen. The motion was approved unanimously (7-0).

**F. NEW BUSINESS**

1. TO CONSIDER THE APPLICATION FOR THE REZONING OF 555 150<sup>TH</sup> AVENUE AND 565 150<sup>TH</sup> AVENUE FROM C-4 MARINE COMMERCIAL TO PD PLANNED DEVELOPMENT.
2. TO CONSIDER THE APPLICATION FOR ENTERING INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND HOLIDAY ISLE MARINA.

Shane Crawford, City Manager gave an overview on the property and how the City arrived this decision to work with MHH Enterprises Inc.

Tom Trask, City Attorney introduced Dave Healy, Calvin, of Giordano & Associates who then presented his report on the history of how the City adopted the Comprehensive Plan for the Planning Commission.

Lois Serna, City Consultant gave overview to the Planning Commission about the staff review report to rezone 4.59 acres that are located on the south side of 150<sup>th</sup> Avenue just south of the Tom Stuart Causeway bridge, from C-4 (Marine Commercial) to PD (Planned Development). This request is for the development of a mixed-use project which will include 325 hotel/condominium-hotel units, 68 condominium units, a 200-seat restaurant, and a marina. Mr. Serna also highlighted the 5 review criteria required by section 110-391 of the Land Development Regulations.

- Consistency with the comprehensive plan.
- Land use compatibility.
- Adequate public facilities.
- Public interest.
- Consistency with the land development regulations.

The Staff is recommending approval based on the findings in regard to the review criteria of the staff report for the Planning Commission to recommend approval of the proposed rezoning from C-4 (Marine Commercial) to PD (Planned Development) for the Holiday Isles Marina subsequent to the provisions contained in the development agreement and its subsequent approval by the Board of Commissioners.

Shane Crawford, City Manager, gave his thoughts on what a business plan prospective comparison to put a corporate giant on the property versus to a mixed use tourist development which makes Madeira Beach the City that it is today. It's a full service city with the lowest millage rate on the beaches. Mr. Crawford also asked the City Attorney to explain Quasi-judicial. Mr. Trask elucidated Quasi-judicial is defined as an action by an administrative agency which ascertains certain facts, holds hearings, weighs evidence, makes conclusions from the facts as a basis for their official action, and

exercises discretion of a judicial nature. Mr. Trask shared on his recommendation he gave to the Board of Commissioners were to avoid contact with the applicant, general public, and the Planning Commission members which could become burdensome to their decision in the future. Mr. Trask apologized if someone did not get the answers they were seeking but it is in accordance with the way the City ordinance is written in accordance to the Quasi-judicial process.

Katie Cole, Attorney at Law for Hill Ward Henderson, 600 Cleveland Street, Suite 800, Clearwater, FL 33755;

Ms. Cole clarified that the Board is in a Quasi-judicial hearing and this meeting is to the recommendation in respect to the re-zoning to Planned Development, and to make a recommendation to the Development Agreement that is proposed to accompany this application. Competent substantial evidence that is presented tonight on expert testimony, this requires you as the Planning Commission Board to determine whether this application meets the criteria of the code at this hearing.

After six months of review staff determined this application does meet the criteria of the code. It meets the criteria with respect to the use, density, intensity, the height, the setbacks and purpose of plan development, special area plan and what is included in the special area plan.

Istvan Petrarneck, of Behar Peteranecz Architecture Interiors, 103 Rogers Street, Clearwater, FL 33756

Gave a presentation on the site plan and the diagram of what the site will look like from a plan view, bridge view, water view, the entrance view, the service drive and buffering, the view from the hotel looking through the buildings and the view from the restaurant, and the view from the condo/hotel and the project built out. He also showed a view of the marina.

Robert Pergolizzi Gulf Coast Consulting, Inc., 13825 ICOT Blvd., Suite 605 Clearwater, FL 33760

Mr. Pergolizzi conducted a traffic study in September and October 2015; Tom Stuart Causeway is a state road regulated by the FDOT. The study will be presented to the Florida Department of Transportation for a FDOT access permit and plans for modifications. Gulf Coast Consultants has made recommendations to have the median cut move further from the bridge and extend the left turn in length for more storage of cars turning left. The application and the traffic study will be presented to the FDOT for review and permitting.

Tom Trask, City Attorney, swore all public speakers in.

Jeff Beggins, Realtor; He believes the development should do right for the City. This property owner is entitled to do what the applicant is asking to do. The tax base and the entry to the city would be better for this project.

Shirley Nellie, 13205 Gulf Blvd, Madeira Beach, FL., Yacht Broker. She is in favor of the project and marina.

Kristine Giovanni, 601 South Bayshore Drive, Madeira Beach, FL; She thinks it would be a great addition to the City, one concern is the drawbridge and the back-up of traffic and getting emergency vehicles through when this happens.

Ginger Tolliver, 814 Baypoint, Drive Madeira Beach, FL. Very concerned about the additional traffic. She is also concerned about what happens if there is a hurricane and Tom Stuart Causeway is a hurricane route off the island. She also is concerned about additional boat traffic and who is monitoring that.

Larry Roelafs, 399 150<sup>th</sup> Avenue Madeira Beach, FL; he is concerned about the direct impact of a 10 story tall building, he thought there was a moratorium on tall buildings. He feels it's too much density and there will be too much traffic on 150<sup>th</sup> Avenue. He agrees with the project but thinks the height is too high and should be kept to 5 stories. He thinks the way it was presented is overkill.

John Lipa, 399 150<sup>th</sup> Avenue, Madeira Beach, FL; he thinks that 10 story buildings is a bit much. He is concerned for other 10 story buildings which are being proposed 2 more 275 room hotels for the future and all the more traffic it will bring. He wants the area to stay a neighborhood.

Resident at 14500 Gulf Blvd Madeira Beach FL. He is very concerned about the present trips on the road with the additional development, it seems that 4000 trips to be excessive on the roads. He questions if there is a need for additional lodging. He is questioning the development order, and who is to pay for the off-site improvements. Why is the City donating money back to the developer for off-site improvements? In the development agreement that the City is bring all utilities to the property boundary, why use the tax payer's money and not make the Developer pay for these? The Development Agreement is running with the land. It has superiority over mortgages, liens, and other charges. Why is the entitlement and density to be sold to a new owner in the future? Is this wise?

Andrew Spaeth, 13417 Gulf Lane; Madeira Beach FL he believes that the development is the right thing for the City. He encourages the Planning Commission to concentrate on facts and not personal opinions

Judy Alway, 13035 Pelican Lane Madeira Beach, FL; she believes this project is not appropriate for the City, it's too big and too tall.

Harry Berneck, 399 150<sup>th</sup> Ave Madeira Beach, FL; he agrees this is a good thing to develop this area. There was a study some time ago which was contemplating a turnaround lane under the bridge that could relieve the congestion in the traffic. A developer should build a turnaround that would be acceptable for those conditions instead of a walkway under the bridge.

Craig Ray, 13313 2<sup>nd</sup> Avenue, Madeira Beach, FL; resident that walks on Gulf Blvd daily and is frequently almost hit by cars. What category of the traffic during the peak of seasons is the City in? If peak of season is a C, he doesn't want the traffic here with a project of this size. What happens when the traffic study is off and who will come back and fix the problem?

Jim Beggins, 15366 Gulf Blvd Madeira Beach, FL; stated there are sixteen communities along the beaches, he has lived in four and worked in all of them. He is one of the individuals involved in developing Eco Village 1. Mr. Beggins is in the field every day and he is not sure a developer will come to the City and put in a large chain hotel here, because of some of the lower rundown buildings in the community. He believes that new development in the City will make it better than the other 15 communities along the beaches and is in favor of the project on Tom Stuart Causeway.

Tom Graham, 14227 East Parsley Dr., Madeira Beach, FL; are we taking in to account the right in, right out means to him that there is a u turn being made and there is a higher percent of traffic? He is also concerned about the environment being impacted and what steps would be taken to mitigate potential impact on the waterway, water clarity and wild life as currently enjoyed and those types of things in reference to the runoff.

Arnie Alloway, 13019 Pelican Way Madeira Beach, FL; His major concern is the height. He knows there have been some concessions on the side set-backs, if you're giving side setbacks in order to increase the height the only people that are benefiting are the people staying in the hotel. It's not benefiting the residents of Madeira Beach. He would like to see the height come down and the buildings be more spread out.

Tina Sullivan; Business owner; She thinks the property is an eyesore now and thinks the development would be a benefit to the City. Bringing in revenue, restaurants and lodging to the city would help the economy and keep the property taxes lower.

Chelsea Nelson; 420 Boca Ceiga Dr., Madeira Beach, FL; She is pleased to see development on this property she thinks it's an eyesore at this time. At the same time she is equally horrified about the height of this project. She asks that the project be scaled back. What type of precedence does this set for future development for Madeira Beach, She is afraid Madeira Beach will start looking like Sand Key where you can't see the sunlight from the high buildings.

Tim Paddock, 425 150<sup>th</sup> Ave, Madeira Beach, FL; He has a question about the Accumulation Density Rule. How can you fill the density with condos to capacity and then add other buildings which cover up the green space?

Mike Burke; 204 14401 Gulf Blvd, Madeira Beach, FL; he has concerns about the height of the property. He believes six or seven stories are acceptable but a ten story building will stick out like a sore thumb.

Bill Gay, 423 150<sup>th</sup> Ave; Madeira Beach, FL; is concerned about the traffic and how hard it is to cross the street when you are walking along the Causeway. We need to look to the future and what is going to be constructed. Is there money in their traffic planning? Is there money in there for future roadwork? The developer and the tenants that move in there should pay for the roadwork and not the citizens of Madeira Beach.

Gay Prince, Marguerite Dr.; is concerned about the water utilities and the traffic.

Mathew Slatery, Boca Vista Madeira Beach, FL; who is responsible for security for the new development?

Rick Willis, 555 Lillian Drive, Madeira Beach, FL. Can the public get electronic pictures of the project on line? Is there a clear definition of the decision making process of the Planning Commission is the criteria are they weighed?

Larry Butterfield, business owner is in favor of the development, he thinks ten stories is too high. He believes this will bring better tourism and families to the beach.

Patricia Hopkins, 834 Bay Point Dr., Madeira Beach, FL, Her concern is emergency vehicles and how will the traffic congestion affect their ability to get to someone in need.

Tom Danial, resident of Madeira Beach; is not in favor of the size of the project he would like it to come down some in size.

Ray Leoni, Crystal Drive, Madeira Beach FL; Hard time understanding the traffic study and what should be considered in the future. It's not just the 300 cars from this project. There needs to be long term planning.

Closed public commentary at 8:55 p.m.

Shane Crawford, City Manager responds to Questions.

Question; is another traffic study feasible at this time?

Mr. Crawford stated, height doesn't equal density, the developer could make this property like a wall.

The Developer is trying to make view corridors and not a wall.

Question;-Why is the City granting money back to the Developer?

Answer - Impact fees are on page 10 of the Development agreement.

Questions; what is the environmental impact with this project?

Answer - Dave Marsicano addressed the environmental impact question. It will be an improvement from what is there now. Anytime there is an improvement on a property, the runoff that goes into the water has to be treated at this time there is no runoff treatment in place. The high bridge has been discussed but Mr. Marsicano does not believe the bridge can be built because there is not enough room.

Al Carrier, Deuel & Associates; Engineer on record; the Developer will be required to treat storm water and will treat all runoff before it discharges into Boca Ciega Bay.

Question; Can a turn-around be built under the bridge?

Al Carrier, Deuel & Associates; Engineer on record; responded to vehicle turn around under bridge. There is not enough room to put a vehicle under the bridge. The DOT does not have plans to increase the size of the bridge. There will be a pathway under the bridge which can be accessible for other modes of transportation to move people from the new development to the downtown district Archibald Park.

Question - Can the pictures be shared from the Developer to the public? Response, it will be up to the discretion of the Developer to share the pictures and give them to the City to be shared on the City Website.

In regard to the additive density question?

The code allows 15 units per acre and 125 units of temporary lodging. The additive provision of the Comprehensive Plan and the code allows you to have both which was added in 2014 to encourage redevelopment and growth.

Robert Pergolizzi, Gulf Coast Consulting, Inc.; FDOT has generalized the Capacity table that they use and they have maximum service volume that can be accommodated at each level of service. The maximum service "C" is maximum 3420 vehicles per hour, the study showed about 2100 cars per hour. Level "D" is 3580 vehicles per hour which is higher than C so there is a considerable difference between the amounts of cars that are acceptable. That is an acceptable level of capacity. If another developer comes in to build they will have to conduct a study which will build on the current study.

Question Regarding the infrastructure?

Katie Cole Attorney at Law for Hill Ward Henderson; Appendix B of the Special Area Plan, the City did the analysis in 2008 and 2014 and has been reviewed by the County and the State to accept the concurrency.

The staff recommendation recommends the Planning Commission recommend approval for the Development Agreement.

Planning Commissioner Brown makes motion to close the Public Hearing, continue the new business for the sole purposes of what was received today for the Planning Commission and to review the information they have acquired tonight. No additional correspondence or evidence will be received and revisit it on February 8<sup>th</sup>, 2016. Planning Commissioner Lawrence seconded the motion.

The motion was approved (6-1).

## **G. PLANNING COMMISSION DISCUSSION**

**H. OLD BUSINESS** Digital Signage for next meeting

**I. REPORTS** - None

- CITY ATTORNEY- None
- PLANNING AND ZONING DIRECTOR-None

J. **NEXT MEETING:** February 8<sup>th</sup>. 2016 at 7:00 p.m.

K. **ADJOURNMENT:** A motion to adjourn was made by Planning Commission Brown and seconded by Planning Commissioner Domingue. Motion was approved (7-0).

Date approved: \_\_\_\_\_

\_\_\_\_\_  
Jim Everett, Chairperson

\_\_\_\_\_  
Submitted by: Patty Kordis, Permit Technician.



## MADEIRA BEACH PLANNING COMMISSION/LOCAL PLANNING AGENCY

### February 8, 2016 – Agenda Report

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**FROM:** Luis N. Serna, AICP, Planning and Zoning

**SUBJECT:** CVS Pharmacy –Request for Special Exception  
**Continuance from November 19, 2015**

**BACKGROUND:** The site plan for the existing CVS Pharmacy, located at 15129 Madeira Way, was approved in November of 2013. The project originally received Special Exception approval for a drive-through pick-up window for the pharmacy.

The applicant is requesting the addition of a drive-up ATM to be located in the existing parking lot. This addition requires approval as a Special Exception.

This item was continued at the November 19, 2015 meeting due to the possible, imminent redevelopment of the Winn Dixie shopping center, which is adjacent to the CVS. According to testimony received at the meeting, the location of the proposed ATM could conflict with the possible redevelopment on the adjacent site because the ATM is proposed for location between the adjacent property and the beach.

Since the November meeting, redevelopment plans for the Winn Dixie site have not been submitted for consideration by City. However, the issue of a future potential conflict remains. The relevant review criteria of Section 110-124(b) and our findings regarding impacts to adjacent property are addressed below:

***(2) That the use is so designed, located and proposed to be operated that the public health, safety, welfare and convenience will be protected.***

The proposed drive-up ATM has been reviewed for adequate vehicle queuing, traffic circulation, parking, drainage, and landscaping. The proposed site plan for this addition meets the requirements of the Land Development Regulations and will not adversely affect public health, safety, welfare, or convenience.

***(3) That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.***

Although the ATM is proposed for location between an adjacent commercial site and the beach, the ATM will not adversely affect the adjacent property in its current state, and it is not expected to significantly affect the future development potential of the adjacent property. The ATM is a relatively small structure that will not be in continuous use. Additionally, it is proposed in an existing parking lot and is separated from the beach by Gulf Boulevard and the existing parking lot at the Archibald Beach Park.

***(4) That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.***

The ATM is proposed for location in an existing parking lot, and the subject parcel is located along Gulf Boulevard in an area that contains other automobile oriented commercial uses. The proposed ATM will not be out of character with the district in which it is proposed.

**RECOMMENDATION:** Based on our review of the criteria for Special Exceptions of Section 110-24(b), addressed above, and in our Staff report dated November 19, 2015, staff recommends that the Local Planning Agency **recommend approval** of the Special Exception.

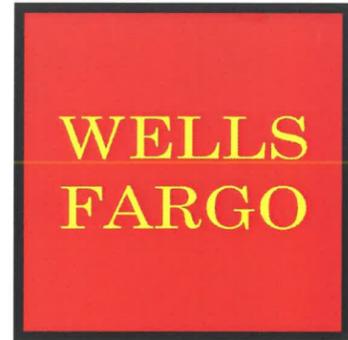
**ATTACHMENT(S):** November 19, 2015 staff report and exhibits

**Agenda Item:** \_\_\_\_\_

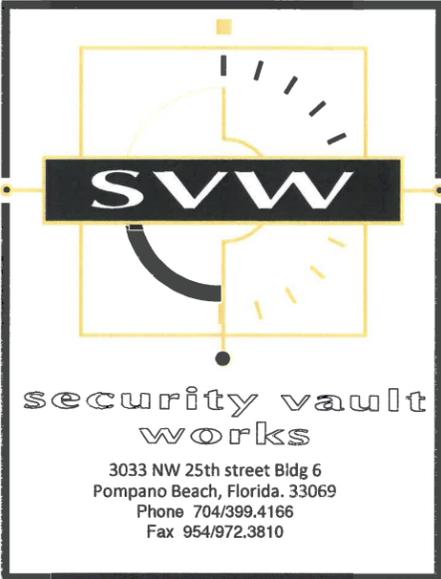








# Wells Fargo - Madeira Beach REMOTE DRIVE-UP ATM INSTALLATION CONSTRUCTION DOCUMENTS



Local Address:

Gulf and Madeira Way  
Madeira, FL 33708

Developer/Applicant/Designer:

Ana Rodriguez  
Security Vault Works  
3033 NW 25th Ave.  
Pompano Beach, FL 33069  
954-691-2466 Ext. 1804

Schedule of Drawings

- GENERAL
- C.1 - Cover Sheet
- ARCHITECTURAL
- A.1 - Site Plans
- A.2 - Plans and Elevations
- A.3 - Details
- A.4 - Electrical Details

Site Location Map

Scale: NOT TO SCALE

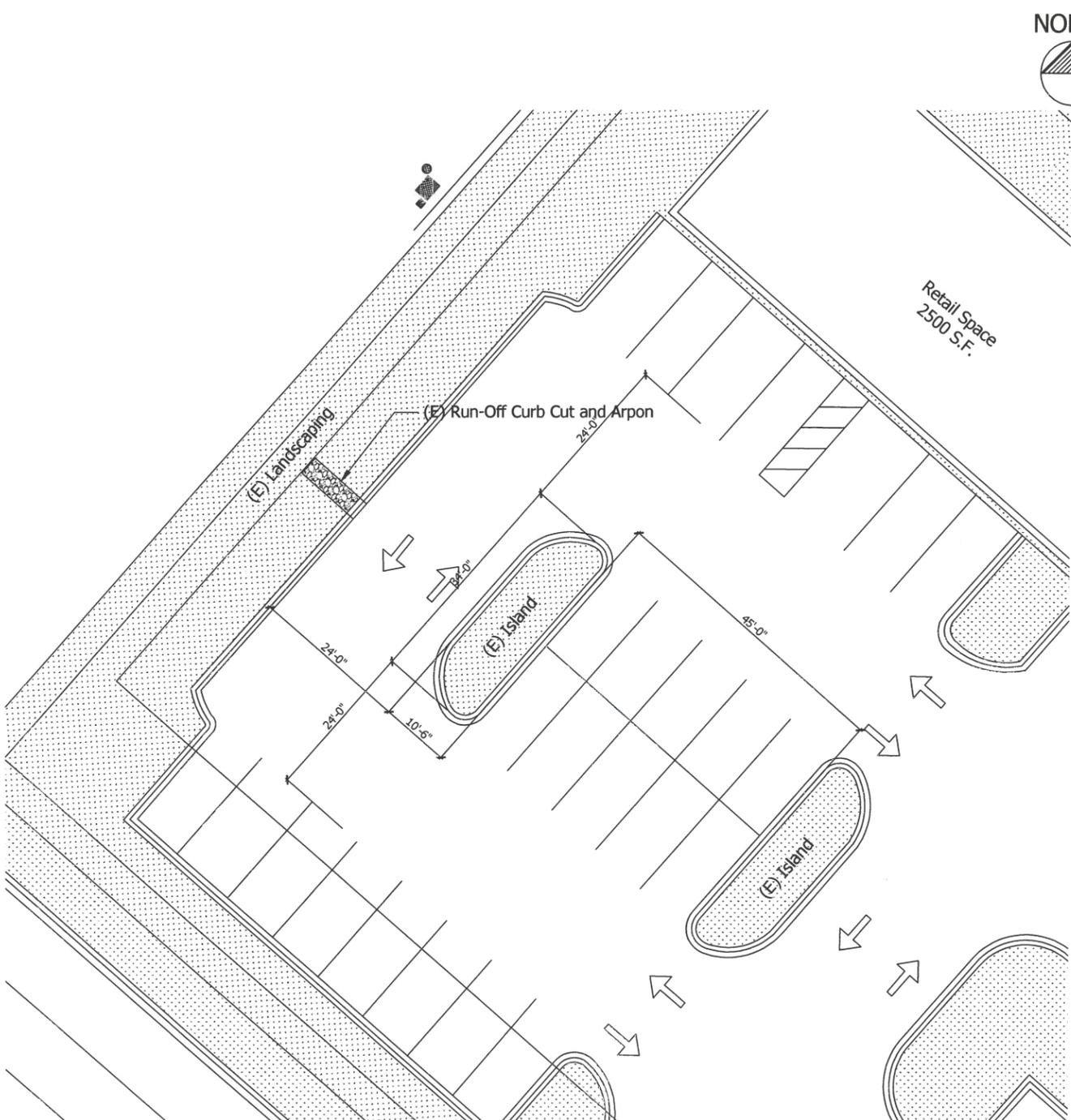


Building Codes:

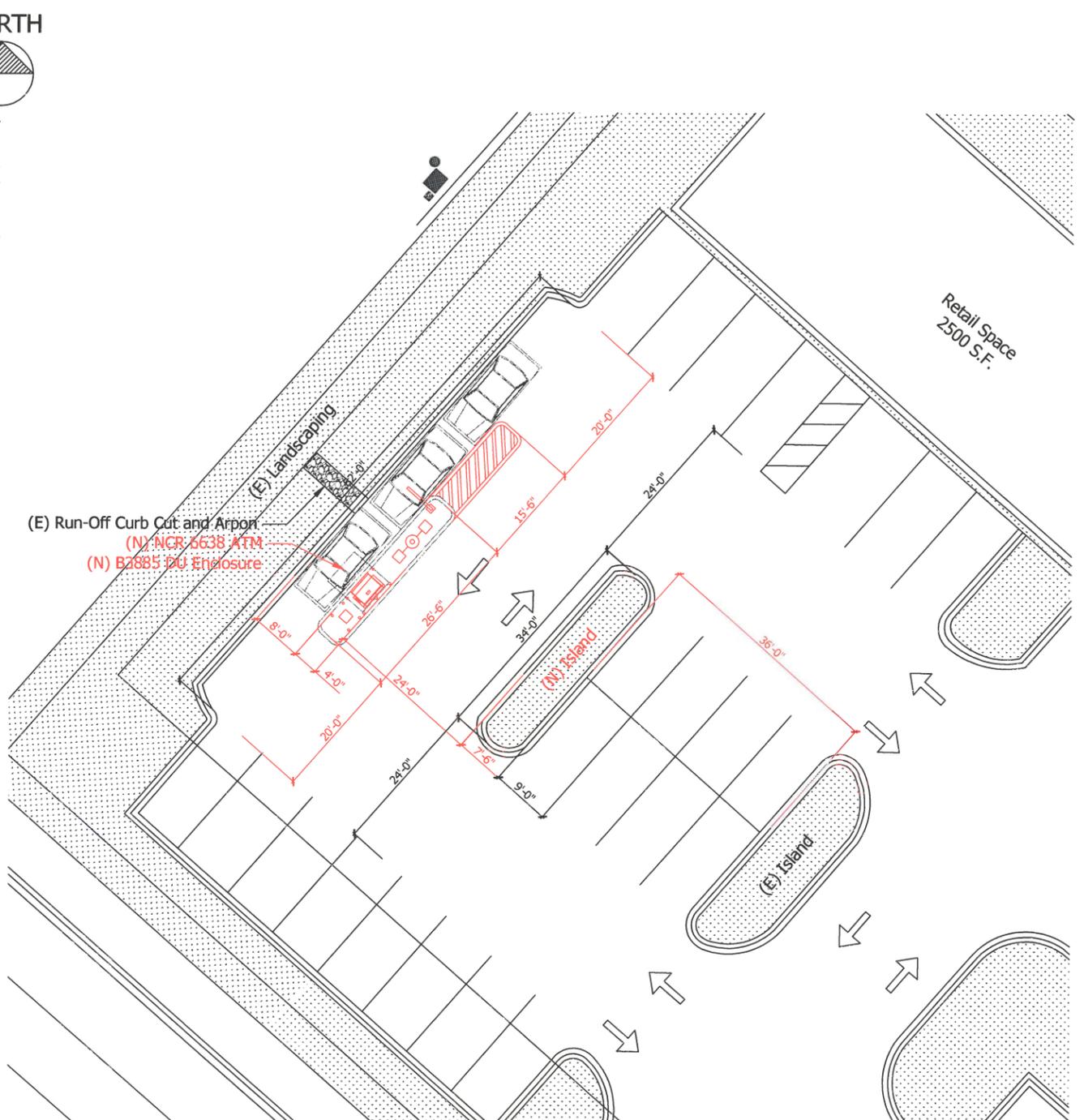
5th Edition (2014) of the Florida Building Code, Building  
2010 National Electrical Code

Building Construction Type:

2B Unprotected non-combustible



1 Existing Site Plan  
A.1 Scale: 1" = 10'-0"



2 Proposed Site Plan  
A.1 Scale: 1" = 10'-0"



Retail Space  
2500 S.F.

Retail Space  
2500 S.F.

Plans and Elevations

Madeira Beach - Madeira, FL  
Gulf and Madeira Way  
Madeira, Florida

security vault works  
3333 NW 25th Avenue Bldg 6  
Pompano Beach, Florida, 33069  
Phone 704/566.4166  
Fax 954/972.3810

James M. Hamill  
ARCHITECT  
880 Dexter Drive  
Irving, Texas 75062  
Phone #727/14.0420  
Fax #727/14.0282

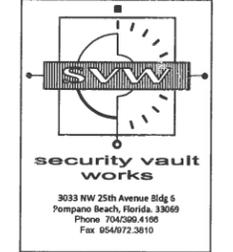
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Date: \_\_\_\_\_ Drawn By: \_\_\_\_\_

Revisions:
△
△
△
△

Drawing Number:  
**A.1**

SWW Project Number:  
Cad File Name:



James M. Hamill  
ARCHITECT  
682 Dexter Drive  
Irving, Texas 75062  
Phone: 972/714.0420  
Fax: 972/714.0282

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Date: \_\_\_\_\_ Drawn By: \_\_\_\_\_

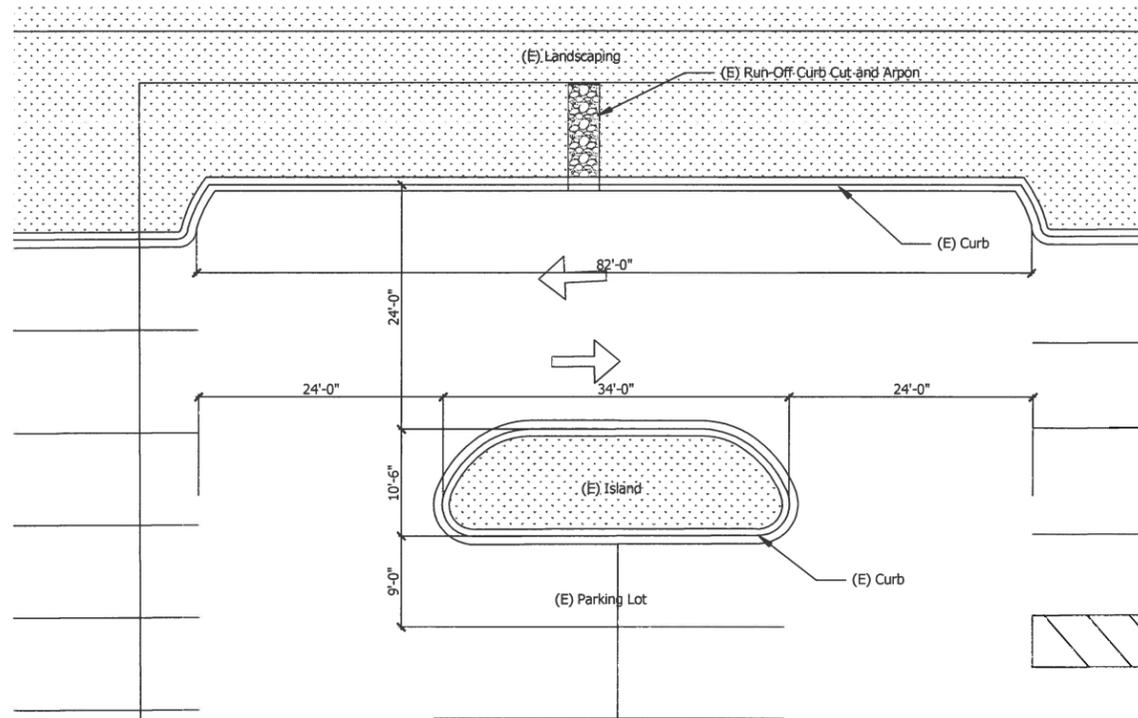
Revisions:

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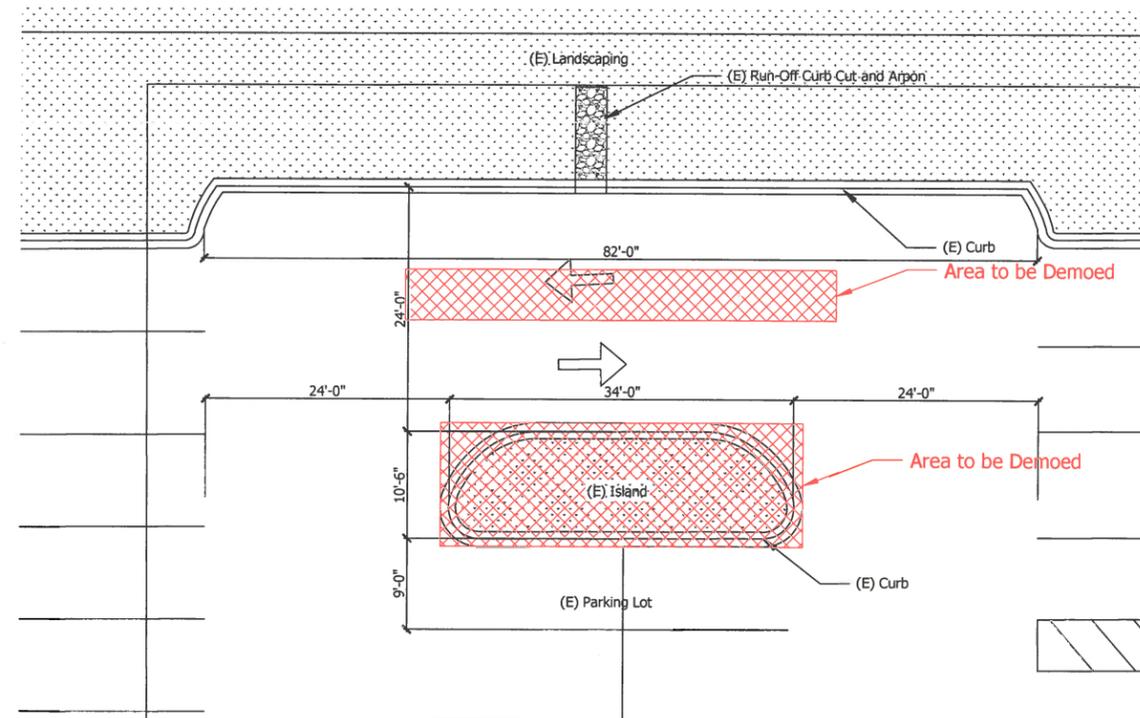
Drawing Number:  
**A.2**

SVW Project Number:  
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Cad File Name:  
\_\_\_\_\_

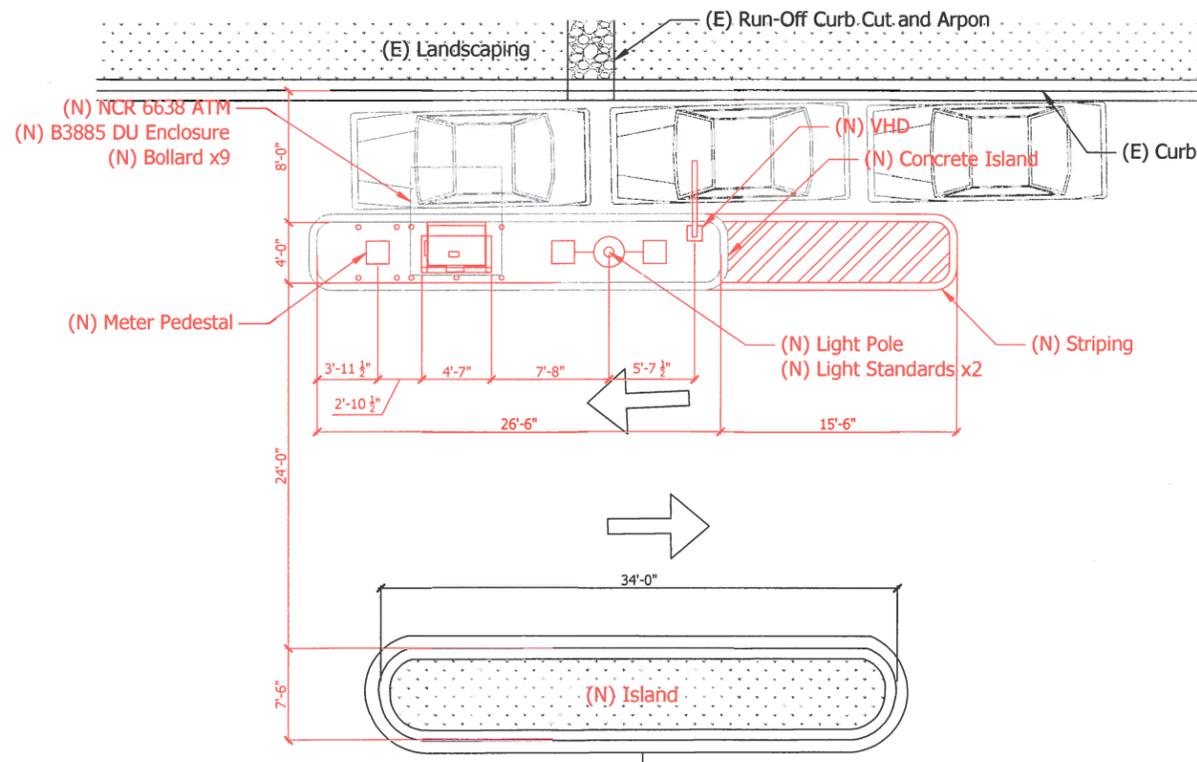


1 Existing Layout Plan  
A.2 Scale: 1/8" = 1'-0"

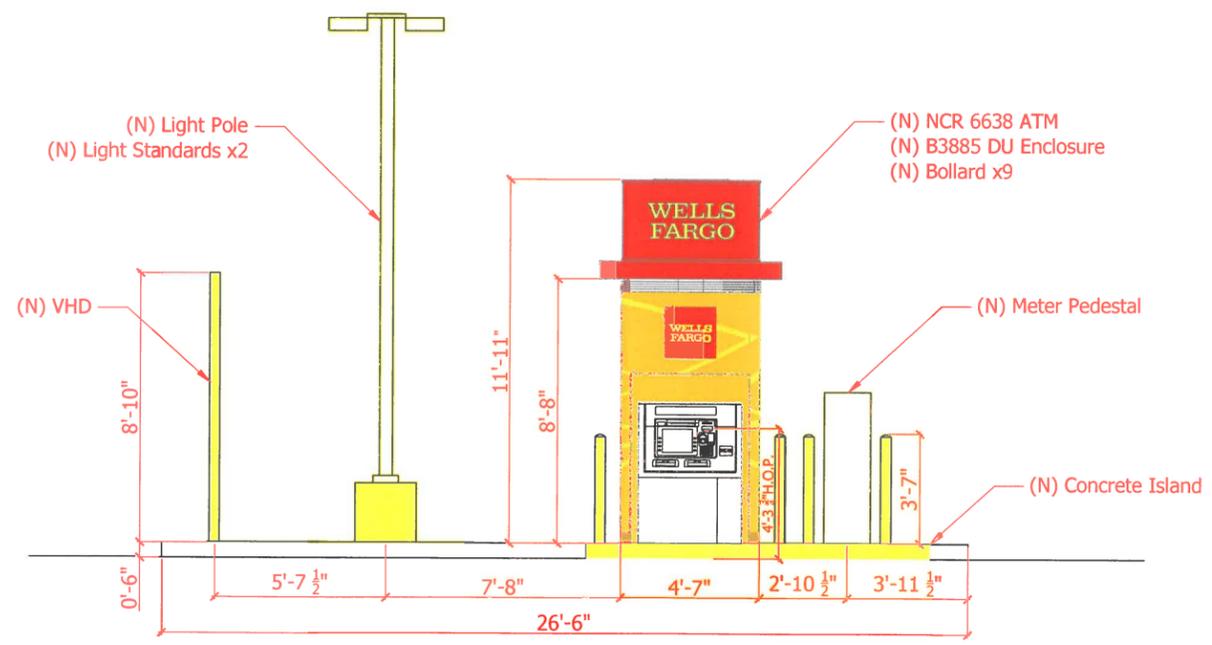


2 Demolition Plan  
A.2 Scale: 1/8" = 1'-0"

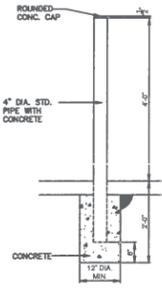
GENERAL NOTES:  
1. ALL WORK IS TO BE COORDINATED WITH THE BRANCH REPRESENTATIVE.  
2. FOR STRUCTURAL AND ELECTRICAL DETAILS REFER TO MANUFACTURER DRAWINGS AND SPECIFICATIONS.



3 Proposed Layout Plan  
A.2 Scale: 3/16" = 1'-0"



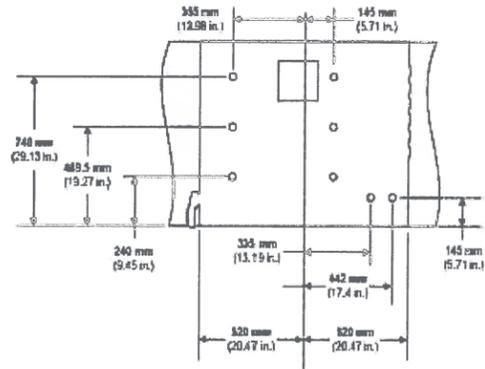
4 Proposed Elevation  
A.2 Scale: 3/8" = 1'-0"



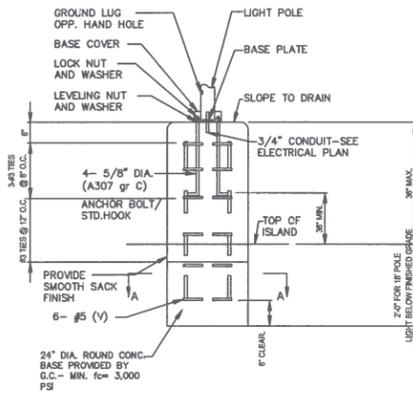
2 Bollard Foundation Detail  
A.3 Scale: 1/2" = 1'-0"



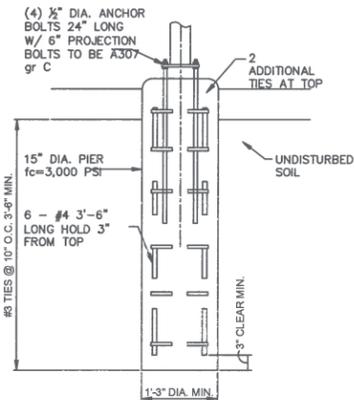
4 Light Pole Base Plate Detail  
A.3 Scale: 3/4" = 1'-0"



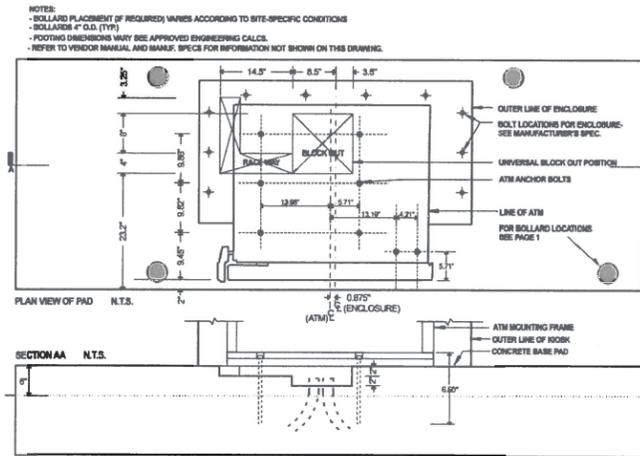
6 NCR 6638 Bolt Pattern Detail  
A.3 Scale: Not to Scale



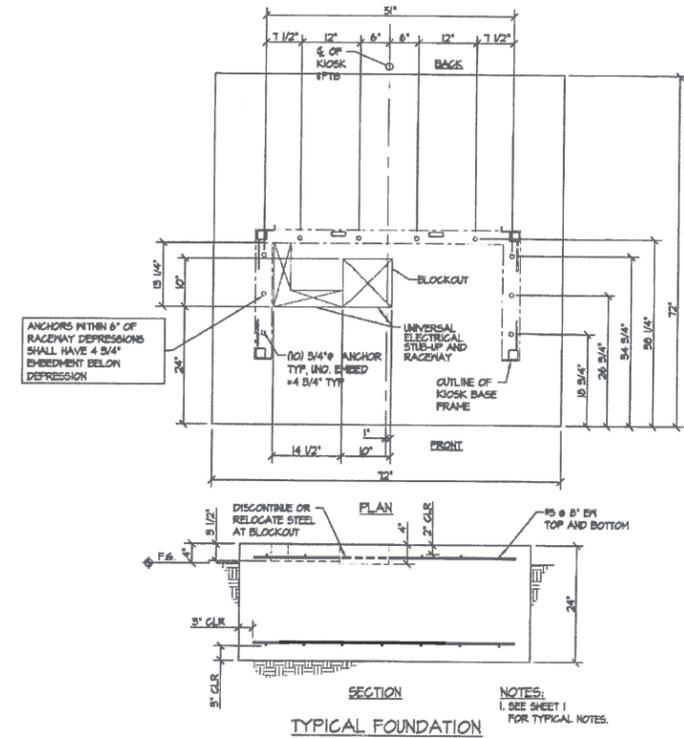
3 Light Pole Foundation Detail  
A.3 Scale: 1/2" = 1'-0"



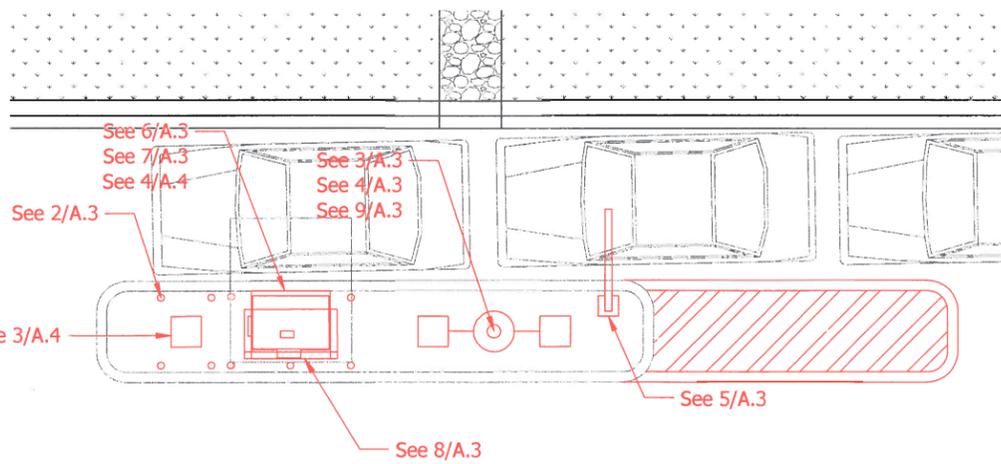
5 VHD Bar Foundation Plan  
A.3 Scale: 1/2" = 1'-0"



7 NCR 6638 Foundation Detail  
A.3 Scale: Not to Scale



8 B3885 Enclosure Foundation Detail  
A.3 Scale: Not to Scale



1 Plan View  
A.3 Scale: 1/4" = 1'-0"

**LED Hi-Power LED Variable-Mount Shoebox Luminaires**  
SLL003P-70X2W-xxW-005

Consumes Only 147 Watts of Power or Less - Over 65% Energy Savings

30W Replaces 400-Watt 10PS Fixtures - Typical Mounting Height: 20-30 Feet  
30W Replaces 300-300 Watt Metal Halide Fixtures - Typical Mounting Height: 14-24 Feet

**FEATURES**

- Warranty: 5 Years
- Life Expectancy: 11.4 Years (Based on 22,000 hrs)
- Long Lifespan: White LED Lumen Maintenance Greater than 70% at 50,000 Hours of Operation (Based on average life based on engineering ratings and feasibility analysis)
- Less Weight: Only 24 lbs. Compared to 55-60 lbs. Conventional Lighting
- Optimized Geometry: Power Factor Corrected for Maximum Efficiency
- Super Intensity: Up to 3,861 Candela
- Highest-Grade LEDs: Uses Cree XR-E that Meets LM-79134-02 Requirements
- Meets IP65 Requirements: Totally Protected against Dust; Protected against Low-Pressure Jets of Water from All Directions, Limited Ingress Permitted
- Input Power Surge Protection: Onboard MOV Varistor
- Wide Ambient Oper. Temperature Range: -22°F to +122°F
- Safety Assurance: ETL Listed
- Designed Light™ Consortium Approved: SLL003P-70X2W-30W-005 @ 120VAC, Appears on DLC Qualified Products List - May Benefit from Various Government Incentives
- Made in the USA from Imported Parts - Meets Buy American Requirements within the ABMA Program

**APPLICATIONS**

- Parking Lots & Structures
- Roadway & Street Lighting
- Building Floodlights
- Up/Down Spot Lighting
- Pole-Mounted Area Lighting
- Sign Lighting
- Fan Tunnels, Caves, Mines
- Park/Walkway Illumination

**BENEFITS**

- Major Energy Savings: Over 65% Compared to Incandescents
- Major Energy Savings: Over 65% Compared to Incandescents
- Major Energy Savings: Over 65% Compared to Incandescents
- Major Energy Savings: Over 65% Compared to Incandescents

**SPECIFICATIONS**

Model No.	SLL003P-70X2W-30W-005
Beam Pattern	Type V Circular
Input Voltage	100-277 VAC (Dimmer Compatible)
IP Rating	IP65
Ambient Operating Temperature Range	-22°F to +122°F
Dimensions	W10.7 in x H10.9 in x D7.1 in W4.1 in x H4.1 in x D1.7 in
Weight	24 lbs / 11 kg

**MATERIALS / CONSTRUCTION**

- Heat Sink: Die-cast aluminum housing and tempered front frame, 1/2" cover plate for conduct and physical, textured architectural bronze powder-coated finish over a die-cast conversion coating
- Lenz: Tempered flat clear glass lens
- Fixture is intended for indoor or outdoor use, and designed to protect against wood-borne insect, rain, splashing and direct base "washdown"

**CUSTOM OPTIONS**

- Other Voltages Available
- Other LED Colors
- Other Color Finishes
- Narrow or Wide Mounting Angles
- Various Mounting Hardware Available

**LEDTRONICS**  
21195 Rockwood Court, Temecula, CA 92592  
Phone: 951.924.4175 / 951.924.1525  
Fax: 951.924.1424  
E-mail: info@ledtronics.com  
Website: ledtronics.com

9 Light Fixture Detail  
A.3 Scale: N/A

GENERAL NOTES:  
1. FOR STRUCTURAL DETAILS REFER TO MANUFACTURER DRAWINGS AND SPECIFICATIONS.

Details

Madeira Beach - Madeira, FL  
Gulf and Madeira Way  
Madeira, Florida

**security vault works**

3833 NW 25th Avenue Bldg 5  
Pompano Beach, Florida, 33069  
Phone 704/380-4100  
Fax 654/72-3810

James M. Hamill  
ARCHITECT

880 Dexter Drive  
Suite 170  
Irving, Texas 75062  
Phone 972/714-0420  
Fax 972/714-0382

Copyright © Security Vault Works, Incorporated  
All rights reserved. Designs, drawings and specifications as instruments of service are and shall remain the property of Security Vault Works. Incorporated whether the project for which they are made is executed or not. They are not to be used by the owner on other projects or extensions to the project except by agreement in writing and with appropriate compensation to Security Vault Works, Incorporated.

Date: \_\_\_\_\_ Drawn By: \_\_\_\_\_

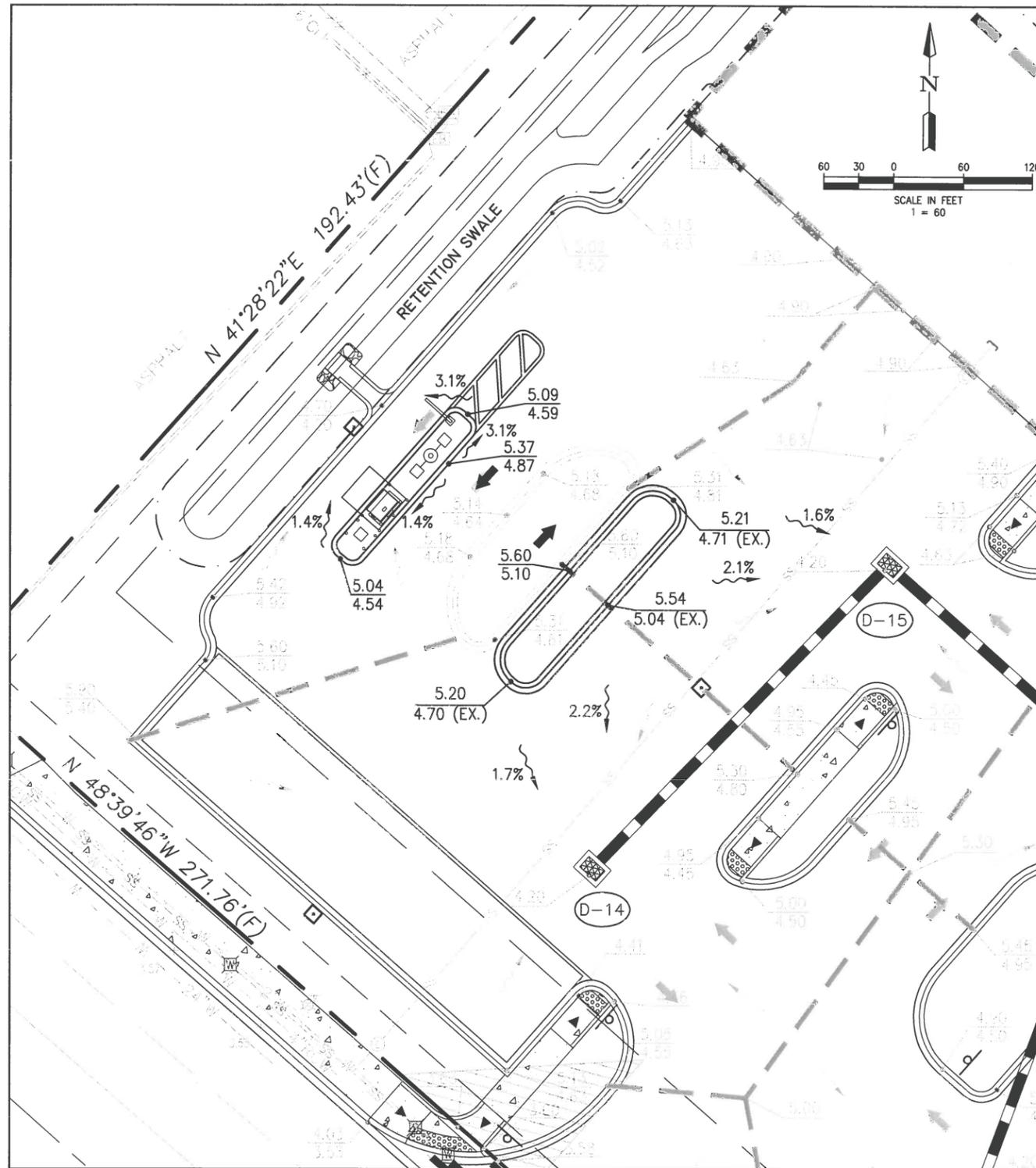
Revisions:

Drawing Number: **A.3**

SVW Project Number: \_\_\_\_\_  
Cad File Name: \_\_\_\_\_







<p>PROJECT:  <b>WELLS FARGO          MADEIRA BEACH          REMOTE DRIVE-UP ATM          INSTALLATION</b></p> <p>LOCATION:          15129 GULF BLVD          MADERIA BEACH, FL</p>	<p>CLIENT:</p>  <p><b>security vault          works</b></p> <p><small>3033 NW 25th Street Bldg 6          Pompano Beach, Florida, 33069          Phone: 754.380.4100          Fax: 954.972.3810</small></p>	<p>ENGINEER:</p>  <p><b>FL CA 26115</b>          Foresite Group, Inc.          10150 Highland Manor Dr.          Suite 210          Tampa, FL 33610</p> <p><small>o   813.549.3250          f   813.621.3580          w   www.fg-inc.net</small></p>	<p>TITLE:  <b>GRADING          EXHIBIT</b></p> <p>DATE:          11/06/2015</p> <p>PROJECT NUMBER:          572.001</p>
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## MEMORANDUM

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To: Planning Commission Members  
From: Shane B. Crawford, City Manager  
Subject: Holiday Isles Project  
Date: January 20, 2016

*Shane B. Crawford*  
20 Jan 16

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Planning Commission Members—

One of the issues that arose at last meeting was the traffic study, why it wasn't conducted by FDOT, and why it was done in September.

Attached to this email is a series of emails resulting from me inquiring FDOT to this regard. The two questions are I asked were:

- 1) When a traffic study needs to be done, is it ok for the developer to do a traffic study and just have FDOT concur with the study or does FDOT do their own traffic studies as well?
- 2) The study (traffic) for this project is being questioned by the community. If FDOT does their own studies, could one be conducted within the next 30 days at the City's expense?

The answers are attached in the emails. In regards to Question #1 and #2, FDOT rarely does the traffic studies. The burden is put on the developer and then FDOT must concur. As you can see from this email, they have their careful eye on this project. As part of the development agreement, FDOT would have to permit this and permitting has not yet been secured.

This is being sent to you for your information for the upcoming Planning Commission on the 8<sup>th</sup>.

**Crawford, Shane**

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**From:** Esposito, Robert <Robert.Esposito@dot.state.fl.us>  
**Sent:** Wednesday, January 13, 2016 10:27 AM  
**To:** Crawford, Shane  
**Cc:** Rodde, Cheryl  
**Subject:** City of Madeira Beach - Traffic Study

*Memo to Plan Commission*

Shane,

Please see below from Sandra Gonzalez in our Traffic Ops department:

Good morning Bob,

Question # 1: The developer will need to submit a study/permit for the Department to review and approve. I am assuming there will not be additional connection to the Causeway and the development will access via the existing dock access road. I am not sure if additional information will be needed since the property is close the draw bridge. I have included David and Erich on this e-mail for them to provide input since they now manage the access management and permits office respectively.



Question # 2: I am not aware of the Department conducting studies for private developers for upcoming projects. I would recommend the private developer conducting their own traffic impact study and submitting it to the Department for review and approval if needed.

David / Erich, could you please look into the questions below and provide your thoughts? Thanks.

Let me know if additional information is needed or if I can further assist. Thanks!

Best regards,

Sandra G.

*Bob Esposito*

Florida Department of Transportation  
District 7 Government Affairs Liaison



11201 North McKinley Drive  
Tampa, FL 33612  
Cell 813-245-3509  
Phone 813-975-6038

**From:** Crawford, Shane [<mailto:scrawford@madeirabeachfl.gov>]  
**Sent:** Wednesday, January 13, 2016 7:45 AM  
**To:** Esposito, Robert  
**Subject:**

Bob,

I have two questions.

We have a sizeable development on the docket as of late.

Its the old Leverocks property on 150<sup>th</sup> owned by Jim Holton.

Question #1—when a traffic study needs to be done, is it ok for the developer to do a traffic study and just have FDOT concur with the study or does FDOT do their own traffic studies as well?

Question #2—the study for this project is being questioned by the community. If FDOT does their own studies, could one be conducted within the next 30 days at the city's expense?

Shane B. Crawford  
City Manager  
Madeira Beach  
727-391-9951 ext 228  
[scrawford@madeirabeachfl.gov](mailto:scrawford@madeirabeachfl.gov)



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**MEMORANDUM**

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To: Planning Commission Members  
From: Shane B. Crawford, City Manager  
Subject: Holiday Isles Project, Impact Fees  
Date: January 25, 2016

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Planning Commission Members,

In the current Development Agreement the section on Impact fees has been amended to reflect the changes that have been submitted by the Developer. Based on Section 150, Impact Fees, Pinellas County Land Development Code as amended Feb 22, 2011, I have recalculated the Impact Fees.

Please Review the changes in red.

Schedule A. General Fee Schedule

Hotel/condo-hotel units	\$3,208.00 per unit at 272
18,000 sq ft Sit down restaurant	\$8,205.00 per sq ft
68 multifamily condo units	\$1,248.00 per unit
107 slip Marina	\$814.00 per slip

1. Impact fees. The City has estimated the impact fees that the Developer shall pay to the City, subject to credits issued for prior development of property. They are estimated to be:

<u>OLD</u>		<u>NEW</u>
325 hotel/condo-hotel units = \$521,300	272	\$872,576.00
15,000 sq. ft. quality restaurant = \$119,130	18,000sf	\$147,690.00
68 multifamily condo residential units = \$84,400		\$84,864.00
100 slip marina = \$81,400	107	\$87,098.00

Rough estimate of charges = **\$1,192,228.00**



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## MEMORANDUM

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To: Planning Commission Members  
From: Cheryl McGrady, Assistant to the City Manager  
Subject: Holiday Isles Project  
Date: February 4, 2016

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Planning Commission Members—

Please see the attached Revised FDOT Traffic Study on the Holton Project. The traffic study was revised to evaluate the reduced intensity project.

On Monday February 8, 2016, each Planning Commissioner will be receiving an IPAD with a new email address. Please arrive at 6:00pm that evening so that we can set you up and train you all on the new IPADS. Sea from the City Clerk's office will be training everyone and answering questions or concerns you be having at that time.

Have a great weekend! See you all next Monday at 6:00pm in the City Commission Chambers.

Thank you

A handwritten signature in blue ink that reads "Cheryl McGrady". The signature is written in a cursive, flowing style.



## 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

February 3, 2016

Ms. Katie Cole  
Hill Ward Henderson  
600 Cleveland Street  
Clearwater, Florida 33755

**Re: Holton Madeira Beach Site – REVISED FDOT Permit Traffic Study**

Dear Ms. Cole:

As requested by Mr. Holton and Mr. Burdette, we have REVISED the Traffic Analysis to evaluate the reduced intensity project. The trip generation reductions result in slightly reduced delays at the driveways and the resulting level-of-service (LOS) are unchanged from the prior report. Please find enclosed six (6) signed/sealed copies of the FDOT Permit Traffic Analysis. Typically FDOT requires four (4) copies be submitted with the application package, and I believe Madeira Beach will require a copy. You may make additional copies if needed for your files.

Sincerely,

Robert Pergolizzi, AICP/PTP  
Principal

Cc File 14-048

**FDOT PERMIT TRAFFIC ANALYSIS  
FOR  
HOLTON MADEIRA BEACH SITE  
TOM STUART CAUSEWAY (S.R. 666)**

**PREPARED FOR:  
HOLTON COMPANIES**

**PREPARED BY:  
GULF COAST CONSULTING, INC.  
REVISED FEBRUARY 2016  
PROJECT # 14-048**

## TABLE OF CONTENTS

- I. INTRODUCTION
- II. EXISTING CONDITIONS
- III. FUTURE CONDITIONS WITH DEVELOPMENT
- IV. CONCLUSIONS AND RECOMMENDATIONS



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Robert Pergolizzi, AICP/PTP  
AICP # 9023 / PTP #133



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Octavio Cabrera, P.E.  
FL. Reg. #14663

Octavio Cabrera

FEB 03 2016

FL P.E. No. 14663

## **I. INTRODUCTION**

The applicant proposes to improve its property located on the southeast side of Tom Stuart Causeway (SR 666) in the City of Madeira Beach (See Figure 1) The property is adjacent to the Madeira Beach Municipal Marina and access is via an existing right-in/right-out driveway and via the full median opening that serves the city property. Subsequent to the January 11, 2016 Madeira Beach Planning Board meeting, the applicant revised the plan and application to reduce the height and intensity of the development to address neighbor concerns. The applicant now intends to develop a 150 room hotel, a 68 unit condominium, a 122 unit condo/hotel, and a 17,000 square foot restaurant and associated parking. In addition, there will be a small marina with 100 slips that will be limited to use by condominium owners, hotel guests, and restaurant patrons that wish to arrive by boat. The potential site improvements include relocating the frontage road and extending the left turn lane at the project west entrance. This traffic analysis was prepared to evaluate the traffic impacts at the driveways and to aid in driveway design.

## **II. EXISTING CONDITIONS**

The Tom Stuart Causeway (SR 666) is a four-lane divided arterial roadway with a posted speed of 40 MPH and is controlled by a traffic signal at Duhme Road east of the drawbridge and Madeira Way to the west. SR 666 is an Access Class 7 roadway per FDOT Rule 14-97, with a minimum driveway spacing requirement of 125 feet, and a full median opening spacing of 660 feet.

Existing conditions were established by obtaining PM peak period (4-6 PM) intersection turning movement counts at the SR 666/Full Median Opening intersection and the existing right-in/right-out driveway intersection with SR 666 in September 2015. These counts were seasonally adjusted to peak season equivalents using FDOT seasonal adjustment factors. Intersection analysis was performed using the HCS software. The existing (2015) peak hour traffic volumes are shown in Figure 2 and the HCS printouts are included in Appendix A.

At the full access to SR 666 (Drive A), a total of 16 vehicles entered and 13 vehicles exited the site during the PM peak hour. Westbound left turns operate at LOS B with 11.0 seconds delay, and the exiting vehicles operate at LOS C with 17.6 seconds delay for the exiting motorists.

At the eastern driveway (Drive B) to SR 666 access is limited to right-in/right out movements due to proximity to the drawbridge. During the PM peak hour there were 6 entering vehicles and 11 exiting vehicles. The exiting vehicles operate at LOS B with 12.0 seconds average delay.

Based on the adjusted traffic counts, roadway segment volumes were calculated and analyzed using FDOT Generalized Capacity Tables. The adjacent segment of SR 666 carries 2,108 vehicles during the PM peak hour which represents LOS C on a 4-lane divided roadway.



PROJECT LOCATION

PROJECT LOCATION – HOLTON MADEIRA BEACH SITE

PROJECT NO:  
14-048

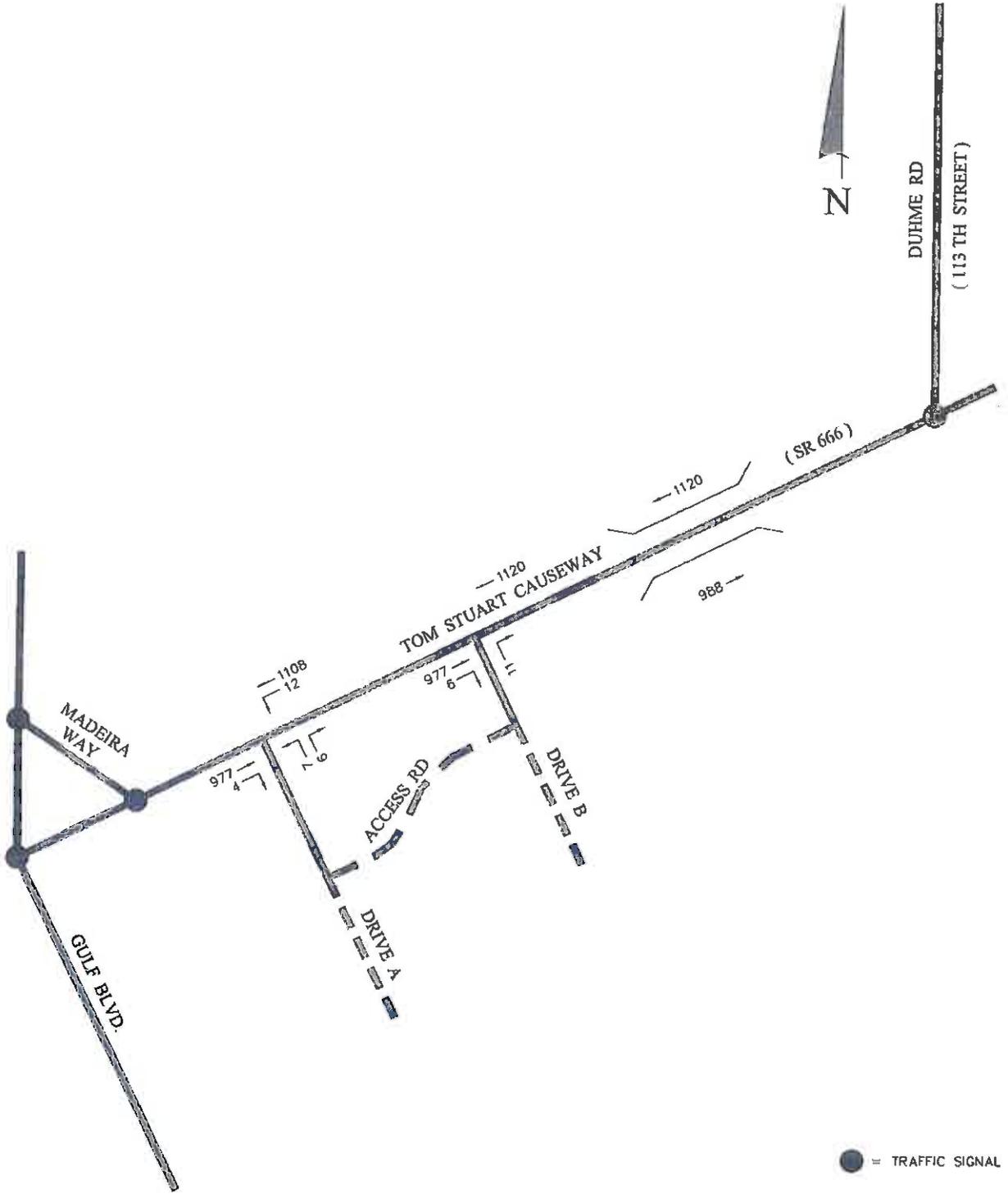


**Gulf Coast Consulting, Inc.**  
Land Development Consulting

DATE:  
9/2014

DRAWN BY:  
MKC

FIGURE:  
**1**



● = TRAFFIC SIGNAL

**EXISTING PM PEAK HOUR/PEAK SEASON TRAFFIC**

PROJECT NO:  
14-048



**Gulf Coast Consulting, Inc.**  
 Land Development Consulting  
 ENGINEERING TRANSPORTATION PLANNING PERMITTING  
 13825 ICOF BLVD., SUITE 605  
 Clearwater, Florida 33760  
 Phone: (727) 524-1818 Fax: (727) 524-6090  
[www.gulfcoastconsultinginc.com](http://www.gulfcoastconsultinginc.com)

DATE:  
10/2015

DRAWN BY:  
GJS

FIGURE:

2

### III. FUTURE CONDITIONS WITH DEVELOPMENT

Trip generation estimates of the additional traffic caused by the proposed development were made using ITE Trip Generation, 9<sup>th</sup> Edition rates.

Land Use	Amount	ITE LUC	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trips (in/out)
High-Rise Condominium	68 units	232	284	23	26 (16/10)
High-Rise Condo/Hotel	122 units	232	510	41	46 (29/17)
Hotel	150 rooms	310	1,225	80	90 (46/44)
Quality Restaurant	17,000 SF	931	1,529	14	127 (85/42)
Total			3,548	158	289 (176/113)

The additional traffic caused by the development is expected to be 3,548 daily trips of which 289 would occur during the PM peak hour (176 entering / 113 exiting). This would classify as a Category "D" permit application with FDOT. Project traffic was distributed to the surrounding roadway system based on the following percentages which were derived from traffic counts at the existing median opening and driveway.

30% west on SR 666 (Tom Stuart Causeway) +87 PM trips  
 70% east on SR 666 (Tom Stuart Causeway) +202 PM trips

The intersection and driveway were analyzed to consider future operations with the project development in place. Expected future traffic is shown in Figure 3 and the HCS printouts are included in Appendix B.

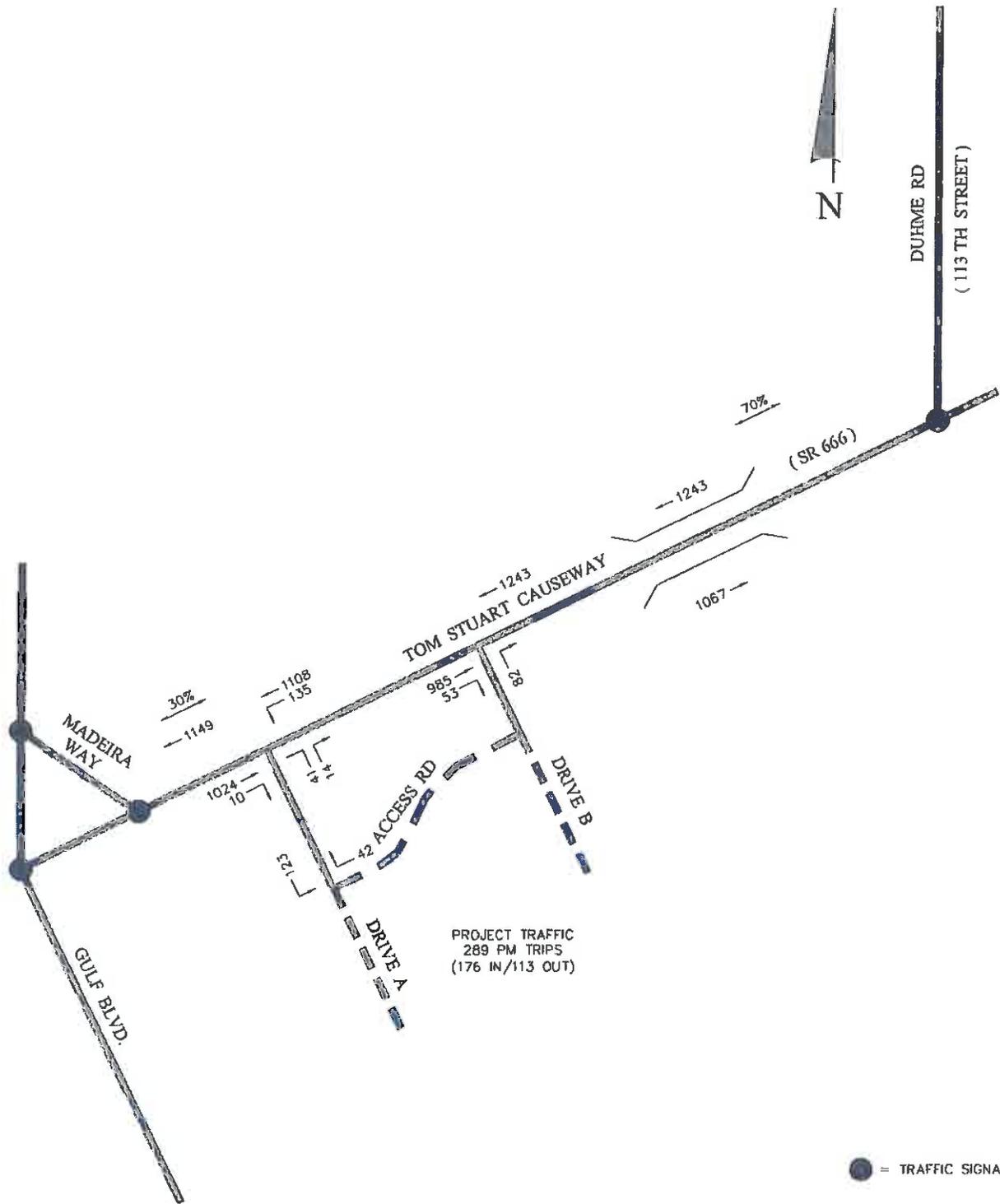
At the full access to SR 666 (Drive A), westbound left turns would operate at LOS B with 13.5 seconds delay and the left and right-turns exiting would operate at LOS D with delay increasing to 31.3 seconds.

At the eastern driveway (Drive B) to SR 666 which is limited to right turn access, the exiting vehicles would continue to operate at LOS B with 13.9 seconds average delay.

The adjacent segment of SR 666 would continue to operate at LOS C with volume increasing to 2,310 vehicles east of the site and 2,183 vehicles west of the site during the PM peak hour. This represents acceptable levels of service.

### IV. CONCLUSIONS AND RECOMMENDATIONS

The proposed development of this property to contain condominiums, a condo/hotel, a limited service hotel and a restaurant with dedicated marina slips is expected to generate 3,548 daily trips and an additional 289 PM peak hour trips. With the impacts of the proposed development, all movements at the driveways would operate at acceptable levels of service and SR 666 would continue to operate at LOS C. The left turn lane should be lengthened to include 125 feet of queue storage plus 240 feet deceleration distance per FDOT Index #301 for a 50 MPH design speed urban condition. This will require median modifications and relocation of the median opening further west.



PROJECT TRAFFIC  
289 PM TRIPS  
(176 IN/113 OUT)

● = TRAFFIC SIGNAL

FUTURE PM PEAK HOUR/PEAK SEASON TRAFFIC

PROJECT NO:  
14-048



**Gulf Coast Consulting, Inc.**  
Land Development Consulting  
ENGINEERING TRANSPORTATION PLANNING PERMITTING  
13825 ICOT BLVD., SUITE 605  
Clearwater, Florida 33760  
Phone: (727) 524-1818 Fax: (727) 524-6090  
[www.gulfcoastconsultinginc.com](http://www.gulfcoastconsultinginc.com)

DATE:  
2/2016

DRAWN BY:  
GJS

FIGURE:  
3

APPENDIX A

2014 Peak Season Factor Category Report - Report Type: ALL  
 Category: 1500 PINELLAS COUNTYWIDE

Week	Dates	SF	MOCF: 0.95 PSCF
1	01/01/2014 - 01/04/2014	1.03	1.08
2	01/05/2014 - 01/11/2014	1.05	1.11
3	01/12/2014 - 01/18/2014	1.07	1.13
4	01/19/2014 - 01/25/2014	1.05	1.11
5	01/26/2014 - 02/01/2014	1.03	1.08
6	02/02/2014 - 02/08/2014	1.00	1.05
7	02/09/2014 - 02/15/2014	0.98	1.03
* 8	02/16/2014 - 02/22/2014	0.96	1.01
* 9	02/23/2014 - 03/01/2014	0.95	1.00
*10	03/02/2014 - 03/08/2014	0.95	1.00
*11	03/09/2014 - 03/15/2014	0.94	0.99
*12	03/16/2014 - 03/22/2014	0.93	0.98
*13	03/23/2014 - 03/29/2014	0.93	0.98
*14	03/30/2014 - 04/05/2014	0.94	0.99
*15	04/06/2014 - 04/12/2014	0.94	0.99
*16	04/13/2014 - 04/19/2014	0.94	0.99
*17	04/20/2014 - 04/26/2014	0.95	1.00
*18	04/27/2014 - 05/03/2014	0.96	1.01
*19	05/04/2014 - 05/10/2014	0.97	1.02
*20	05/11/2014 - 05/17/2014	0.98	1.03
21	05/18/2014 - 05/24/2014	0.99	1.04
22	05/25/2014 - 05/31/2014	0.99	1.04
23	06/01/2014 - 06/07/2014	0.99	1.04
24	06/08/2014 - 06/14/2014	0.99	1.04
25	06/15/2014 - 06/21/2014	0.99	1.04
26	06/22/2014 - 06/28/2014	1.00	1.05
27	06/29/2014 - 07/05/2014	1.00	1.05
28	07/06/2014 - 07/12/2014	1.00	1.05
29	07/13/2014 - 07/19/2014	1.01	1.06
30	07/20/2014 - 07/26/2014	1.01	1.06
31	07/27/2014 - 08/02/2014	1.01	1.06
32	08/03/2014 - 08/09/2014	1.02	1.07
33	08/10/2014 - 08/16/2014	1.02	1.07
34	08/17/2014 - 08/23/2014	1.02	1.07
35	08/24/2014 - 08/30/2014	1.04	1.09
36	08/31/2014 - 09/06/2014	1.05	1.11
37	09/07/2014 - 09/13/2014	1.06	1.12
38	09/14/2014 - 09/20/2014	1.07	1.13
39	09/21/2014 - 09/27/2014	1.06	1.12
40	09/28/2014 - 10/04/2014	1.06	1.12
41	10/05/2014 - 10/11/2014	1.05	1.11
42	10/12/2014 - 10/18/2014	1.05	1.11
43	10/19/2014 - 10/25/2014	1.05	1.11
44	10/26/2014 - 11/01/2014	1.05	1.11
45	11/02/2014 - 11/08/2014	1.06	1.12
46	11/09/2014 - 11/15/2014	1.06	1.12
47	11/16/2014 - 11/22/2014	1.06	1.12
48	11/23/2014 - 11/29/2014	1.06	1.12
49	11/30/2014 - 12/06/2014	1.05	1.11
50	12/07/2014 - 12/13/2014	1.04	1.09
51	12/14/2014 - 12/20/2014	1.03	1.08
52	12/21/2014 - 12/27/2014	1.05	1.11
53	12/28/2014 - 12/31/2014	1.07	1.13

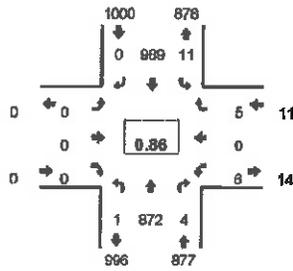
\* Peak Season

Type of peak hour being reported: Intersection Peak

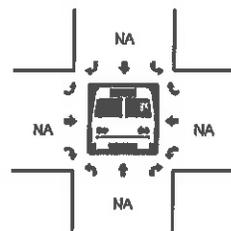
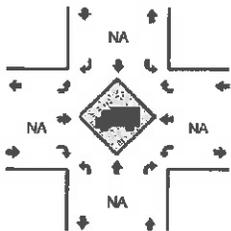
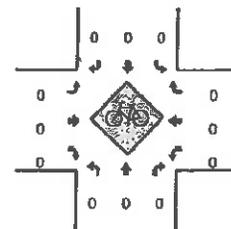
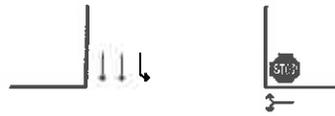
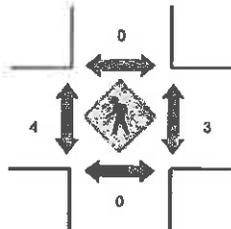
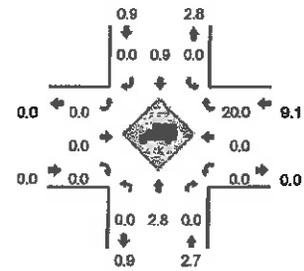
Method for determining peak hour: Total Entering Volume

LOCATION: Tom Stuart Causeway -- Marina Main Dwy  
CITY/STATE: Madeira Beach, FL

QC JOB #: 13605602  
DATE: Tue, Sep 29 2015



Peak-Hour: 4:45 PM -- 5:45 PM  
Peak 15-Min: 5:30 PM -- 5:45 PM



15-Min Count Period Beginning At	Tom Stuart Causeway (Northbound)				Tom Stuart Causeway (Southbound)				Marina Main Dwy (Eastbound)				Marina Main Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	229	1	1	3	235	0	0	0	0	0	0	0	0	3	0	472	
4:15 PM	0	211	4	0	4	243	0	1	0	0	0	0	3	0	3	0	469	
4:30 PM	0	207	0	0	2	229	0	1	0	0	0	0	0	0	0	0	439	
4:45 PM	0	228	0	0	3	244	0	0	0	0	0	0	0	0	0	0	470	1850
5:00 PM	0	234	2	0	2	237	0	0	0	0	0	0	3	0	2	0	480	1858
5:15 PM	0	201	2	1	3	176	0	0	0	0	0	0	1	0	2	0	366	1775
5:30 PM	0	214	0	0	2	33	0	1	0	0	0	0	0	0	0	0	557	1866
5:45 PM	0	175	2	0	1	274	0	0	0	0	0	0	3	0	2	0	457	1875

*Handwritten notes:*  
PSCF = 1.12  
← 1108  
    ↙ 12  
977 →  
    ↘ 7  
    ↘ 6

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	858	0	0	8	1328	0	4	0	0	0	0	8	0	4	0	2208
Heavy Trucks	0	20	0	0	0	12	0	0	0	0	0	0	0	0	0	0	32
Pedestrians	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	12
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Railroad	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

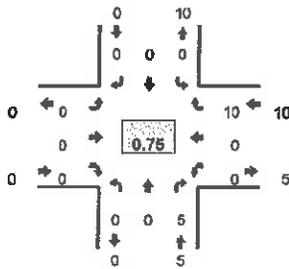
Comments:

Type of peak hour being reported: Intersection Peak

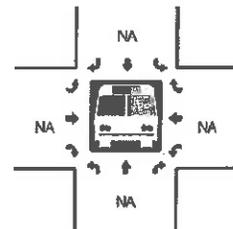
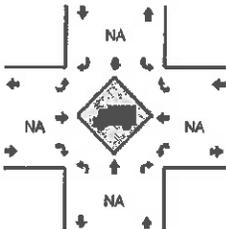
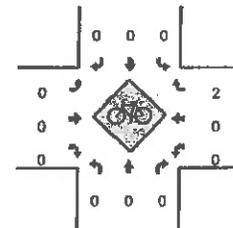
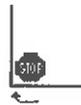
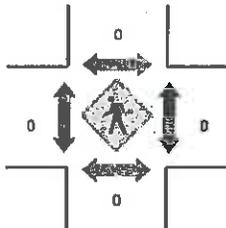
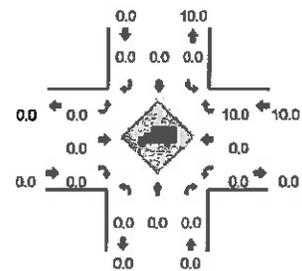
Method for determining peak hour: Total Entering Volume

LOCATION: Tom Stuart Causeway -- Dwy to Marina  
 CITY/STATE: Madeira Beach, FL

QC JOB #: 13605601  
 DATE: Tue, Sep 29 2015



Peak-Hour: 4:45 PM -- 5:45 PM  
 Peak 15-Min: 5:00 PM -- 5:15 PM



15-Min Count Period Beginning At	Tom Stuart Causeway (Northbound)				Tom Stuart Causeway (Southbound)				Dwy to Marina (Eastbound)				Dwy to Marina (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	
4:15 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	2	
4:30 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	2	
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	3	9
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:15 PM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	1	0	3	13
5:30 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	3	0	4	15
5:45 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2	0	3	15
<p><i>Handwritten notes:</i> PSCF = 1.12 ← 1120</p> <p>977 → ↘ ↗</p> <p>6 ↘ ↗</p> <p>11 ↗</p>																		
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	0	8	0	0	0	0	0	0	0	0	0	0	0	12	0	20	
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	4	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Railroad																		
Stopped Buses																		

Comments:

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	RP			Intersection	SR 666 / DRIVE A			
Agency/Co.	GCC			Jurisdiction	FDOT			
Date Performed	10/7/2015			Analysis Year	2015 EXISTING			
Analysis Time Period	PM PEAK							
Project Description								
East/West Street: SR 666				North/South Street: DRIVE A - Main Access				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		977	4	12	1108			
Peak-Hour Factor, PHF	1.00	0.86	0.86	0.86	0.86	1.00		
Hourly Flow Rate, HFR (veh/h)	0	1136	4	13	1288	0		
Percent Heavy Vehicles	0	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	0	2	0	1	2	0		
Configuration		T	TR	L	T			
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	7		6					
Peak-Hour Factor, PHF	0.86	1.00	0.86	1.00	1.00	1.00		
Hourly Flow Rate, HFR (veh/h)	8	0	6	0	0	0		
Percent Heavy Vehicles	2	0	2	0	0	0		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration		LR						
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	LR					
v (veh/h)		13	14					
C (m) (veh/h)		609	299					
v/c		0.02	0.05					
95% queue length		0.07	0.15					
Control Delay (s/veh)		11.0	17.6					
LOS		B	C					
Approach Delay (s/veh)	--	--	17.6					
Approach LOS	--	--	C					

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	RP			Intersection	SR 666 / DRIVE B (RIRO)			
Agency/Co.	GCC			Jurisdiction	FDOT			
Date Performed	10/7/15			Analysis Year	2015 EXISTING			
Analysis Time Period	PM PEAK							
Project Description								
East/West Street: SR 666				North/South Street: DRIVE B (RIRO ONLY)				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		977	6		1120			
Peak-Hour Factor, PHF	1.00	0.86	0.86	1.00	0.86	1.00		
Hourly Flow Rate, HFR (veh/h)	0	1136	6	0	1302	0		
Percent Heavy Vehicles	0	--	--	0	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	0	2	0	0	2	0		
Configuration		T	TR		T			
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			5					
Peak-Hour Factor, PHF	1.00	1.00	0.86	1.00	1.00	1.00		
Hourly Flow Rate, HFR (veh/h)	0	0	5	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	0		
Percent Grade (%)		0			0			
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration					R			
v (veh/h)					5			
C (m) (veh/h)					518			
v/c					0.01			
95% queue length					0.03			
Control Delay (s/veh)					12.0			
LOS					B			
Approach Delay (s/veh)	--	--	12.0					
Approach LOS	--	--	B					

**TABLE 4**

**Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas<sup>1</sup>**

12/18/12

INTERRUPTED FLOW FACILITIES						UNINTERRUPTED FLOW FACILITIES						
<b>STATE SIGNALIZED ARTERIALS</b>						<b>FREEWAYS</b>						
Class I (40 mph or higher posted speed limit) <i>sf 65/66</i>						Lanes	B	C	D	E		
Lanes	Median	B	C	D	E	4	4,120	5,540	6,700	7,190		
2	Undivided	*	1,510	1,600	**	6	6,130	8,370	10,060	11,100		
4	Divided	*	3,420	3,580	**	8	8,230	11,100	13,390	15,010		
6	Divided	*	5,250	5,390	**	10	10,330	14,040	16,840	18,930		
8	Divided	*	7,090	7,210	**	12	14,450	18,880	22,030	22,860		
Class II (35 mph or slower posted speed limit)						<b>Freeway Adjustments</b>						
Lanes	Median	B	C	D	E	Auxiliary Lanes		Ramp				
2	Undivided	*	660	1,330	1,410	Present in Both Directions		Metering				
4	Divided	*	1,310	2,920	3,040	+ 1,800		+ 5%				
6	Divided	*	2,090	4,500	4,590							
8	Divided	*	2,880	6,060	6,130							
<b>Non-State Signalized Roadway Adjustments</b> (Alter corresponding state volumes by the indicated percent.)												
Non-State Signalized Roadways - 10%												
<b>Median &amp; Turn Lane Adjustments</b>												
Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors								
2	Divided	Yes	No	+5%								
2	Undivided	No	No	-20%								
Multi	Undivided	Yes	No	-5%								
Multi	Undivided	No	No	-25%								
			Yes	+ 5%								
<b>One-Way Facility Adjustment</b> Multiply the corresponding two-directional volumes in this table by 0.6												
<b>BICYCLE MODE<sup>2</sup></b> (Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)												
Paved Shoulder/Bicycle Lane Coverage						B	C	D	E			
0-49%						*	260	680	1,770			
50-84%						190	600	1,770	>1,770			
85-100%						830	1,770	>1,770	**			
<b>PEDESTRIAN MODE<sup>2</sup></b> (Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)												
Sidewalk Coverage						B	C	D	E			
0-49%						*	*	250	850			
50-84%						*	150	780	1,420			
85-100%						340	960	1,560	>1,770			
<b>BUS MODE (Scheduled Fixed Route)<sup>3</sup></b> (Buses in peak hour in peak direction)												
Sidewalk Coverage						B	C	D	E			
0-84%						> 5	≥ 4	≥ 3	≥ 2			
85-100%						> 4	≥ 3	≥ 2	≥ 1			
						<b>UNINTERRUPTED FLOW HIGHWAYS</b>						
Lanes	Median	B	C	D	E							
2	Undivided	770	1,530	2,170	2,990							
4	Divided	3,300	4,660	5,900	6,530							
6	Divided	4,950	6,990	8,840	9,790							
<b>Uninterrupted Flow Highway Adjustments</b>												
Lanes	Median	Exclusive left lanes		Adjustment factors								
2	Divided	Yes		+5%								
Multi	Undivided	Yes		-5%								
Multi	Undivided	No		-25%								
<sup>1</sup> Values shown are presented as peak hour two-way volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the Highway Capacity Manual and the Transit Capacity and Quality of Service Manual.												
<sup>2</sup> Level of service for the bicycle and pedestrian modes in this table is based on number of authorized vehicles, not number of bicyclists or pedestrians using the facility.												
<sup>3</sup> Buses per hour shown are only for the peak hour in the angle direction of the highest traffic flow.												
* Cannot be achieved using table input value defaults.												
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.												
Source: Florida Department of Transportation Systems Planning Office <a href="http://www.dot.state.fl.us/planning/systems/hm/low/default.htm">www.dot.state.fl.us/planning/systems/hm/low/default.htm</a>												

**APPENDIX B**

# High-Rise Residential Condominium/Townhouse (232)

Average Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday

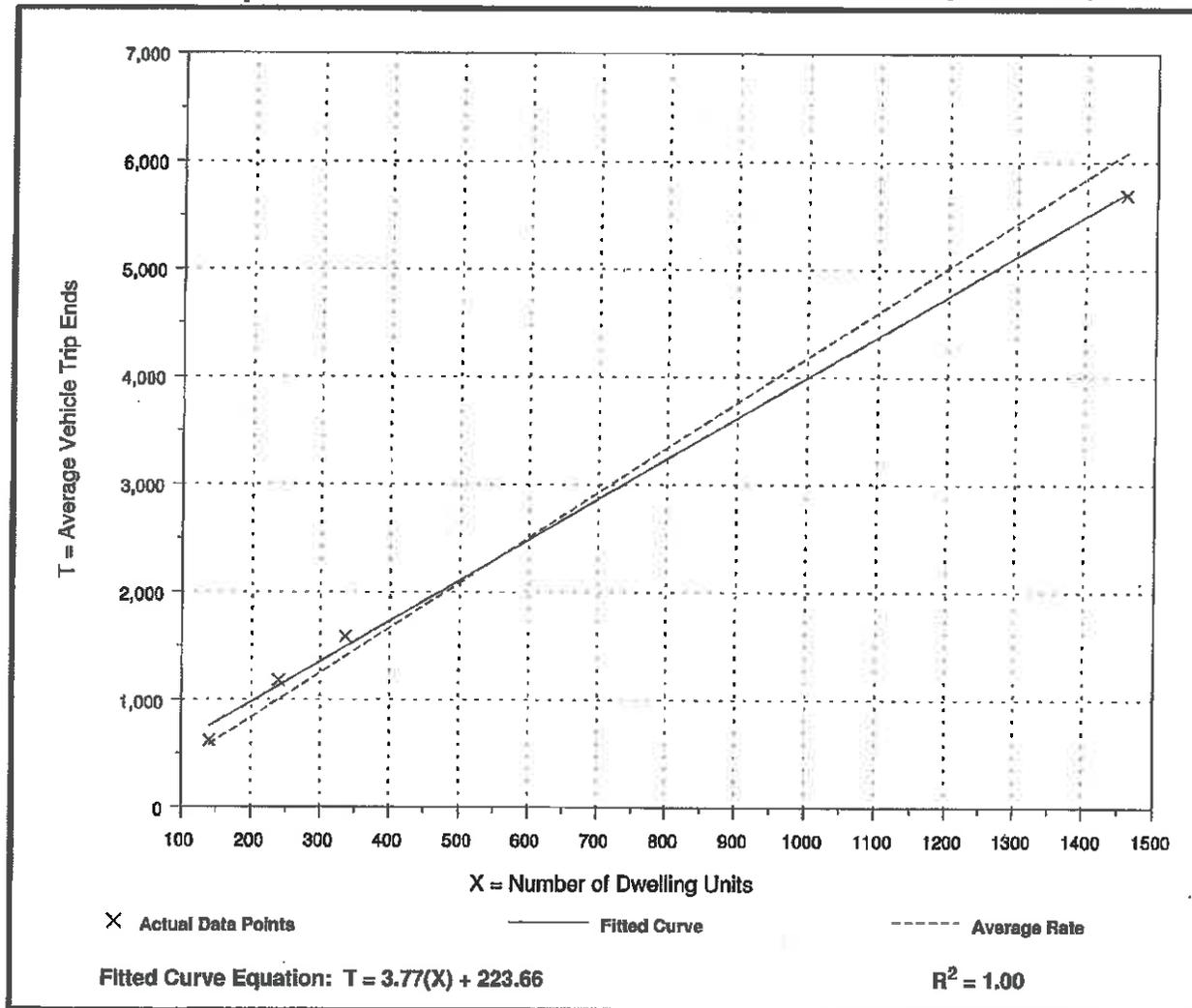
Number of Studies: 4  
Avg. Number of Dwelling Units: 543  
Directional Distribution: 50% entering, 50% exiting

## Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.18	3.91 - 4.93	2.08

## Data Plot and Equation

Caution - Use Carefully - Small Sample Size



# High-Rise Residential Condominium/Townhouse (232)

Average Vehicle Trip Ends vs: Dwelling Units  
 On a: Weekday,  
 Peak Hour of Adjacent Street Traffic,  
 One Hour Between 4 and 6 p.m.

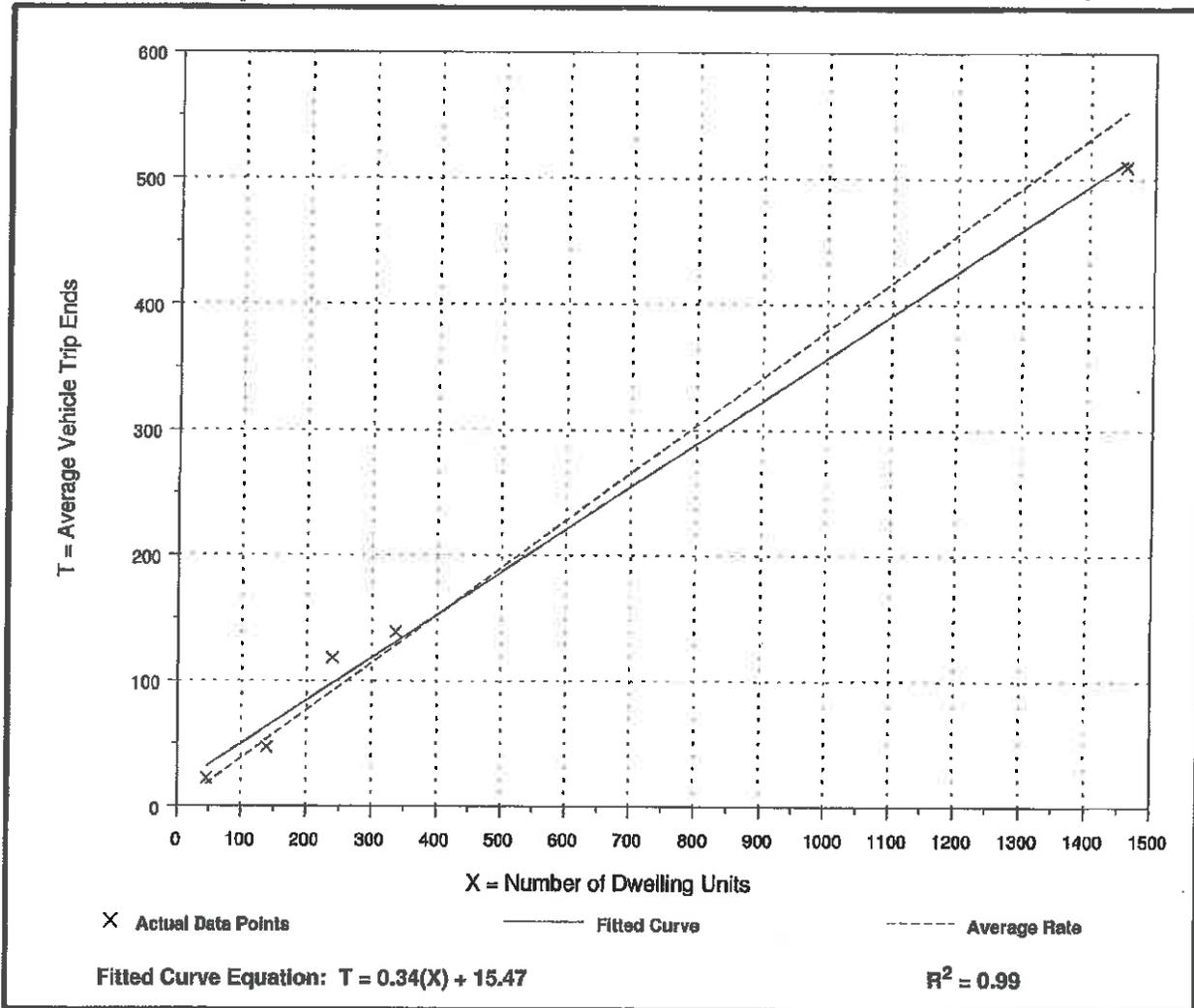
Number of Studies: 5  
 Avg. Number of Dwelling Units: 444  
 Directional Distribution: 62% entering, 38% exiting

## Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.38	0.34 - 0.49	0.62

## Data Plot and Equation

*Caution - Use Carefully - Small Sample Size*



# Hotel (310)

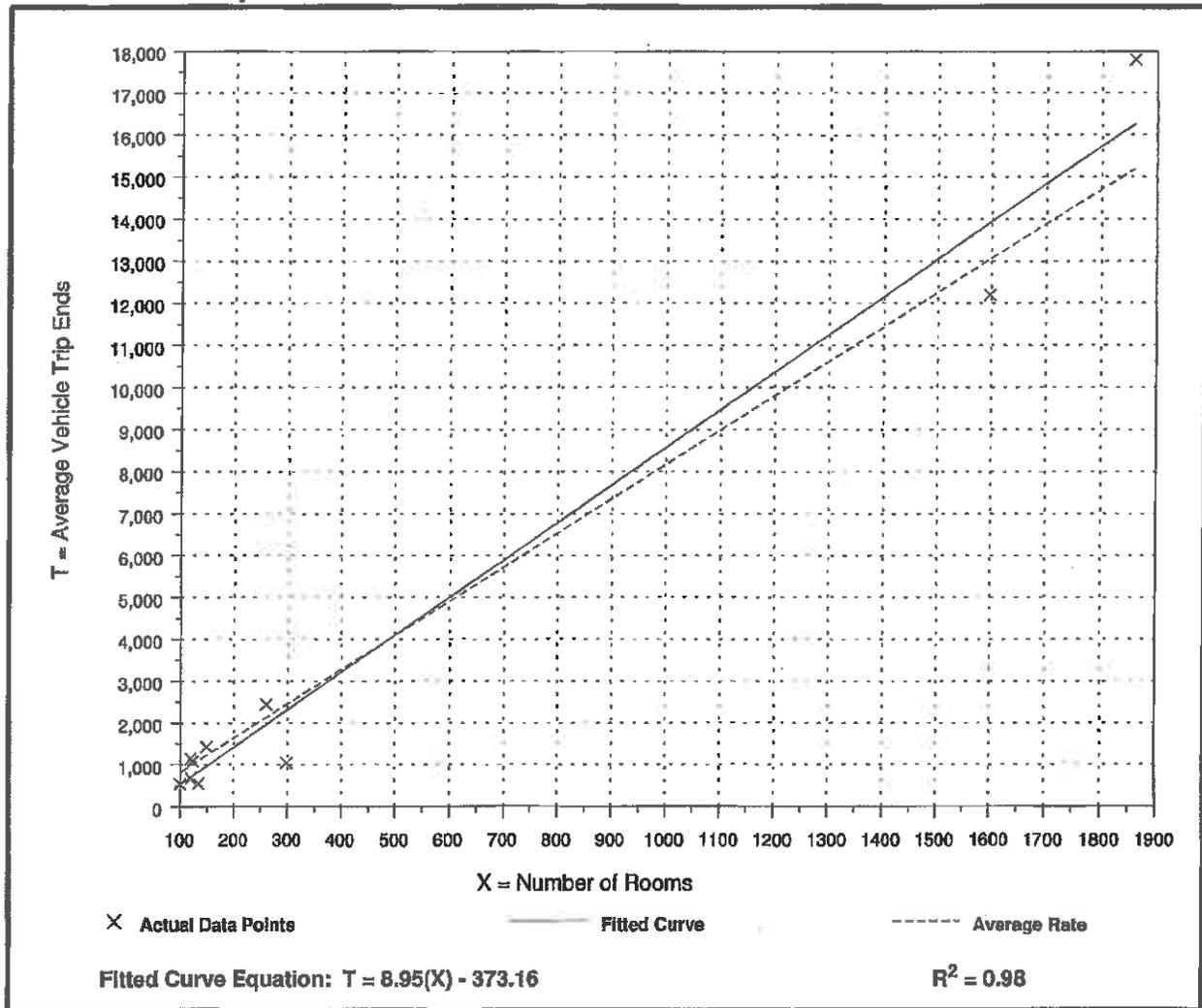
**Average Vehicle Trip Ends vs: Rooms**  
**On a: Weekday**

Number of Studies: 10  
Average Number of Rooms: 476  
Directional Distribution: 50% entering, 50% exiting

### Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
8.17	3.47 - 9.58	3.38

### Data Plot and Equation



# Hotel (310)

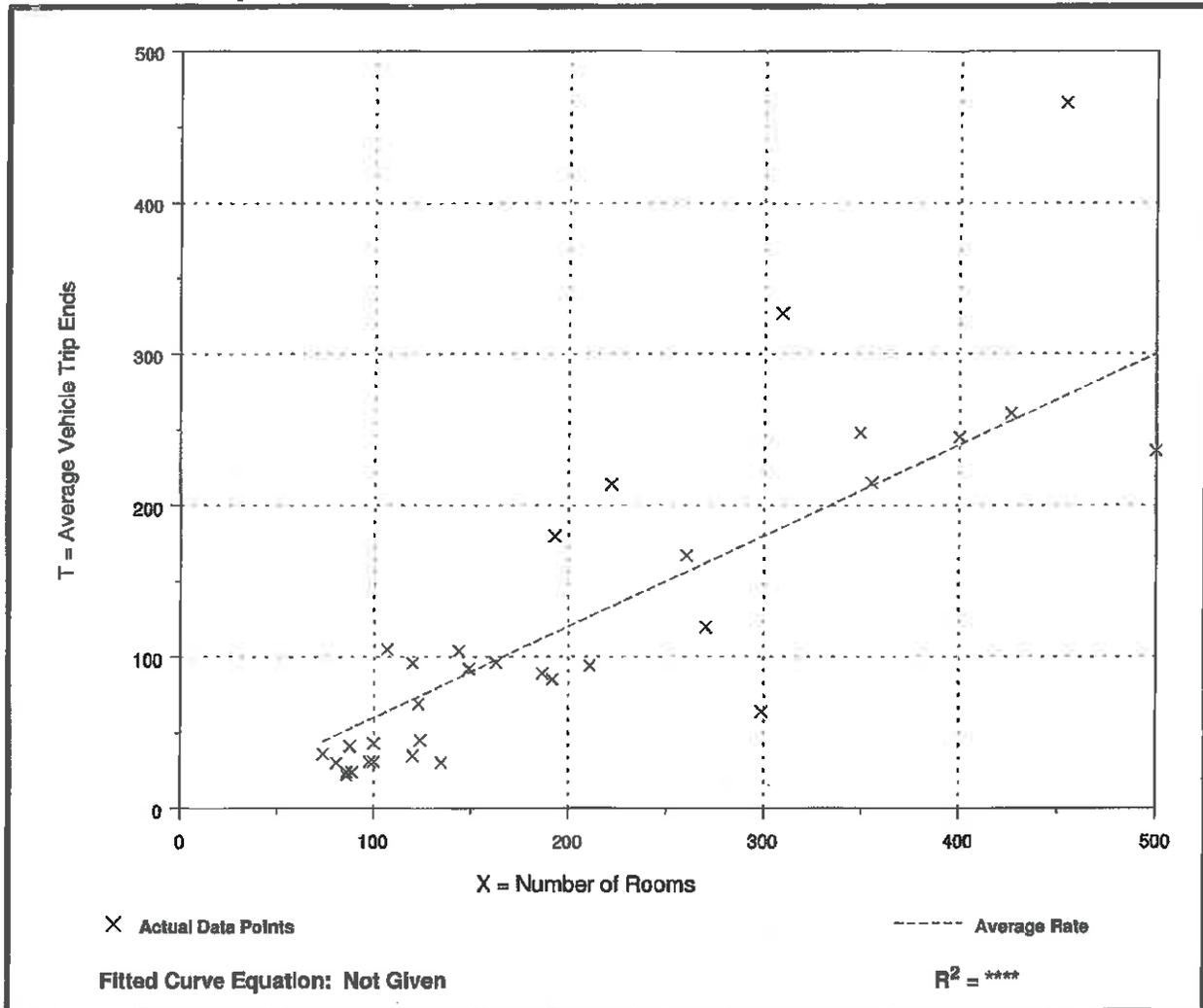
**Average Vehicle Trip Ends vs: Rooms**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 4 and 6 p.m.**

Number of Studies: 33  
 Average Number of Rooms: 200  
 Directional Distribution: 51% entering, 49% exiting

### Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.60	0.21 - 1.06	0.81

### Data Plot and Equation



# Quality Restaurant (931)

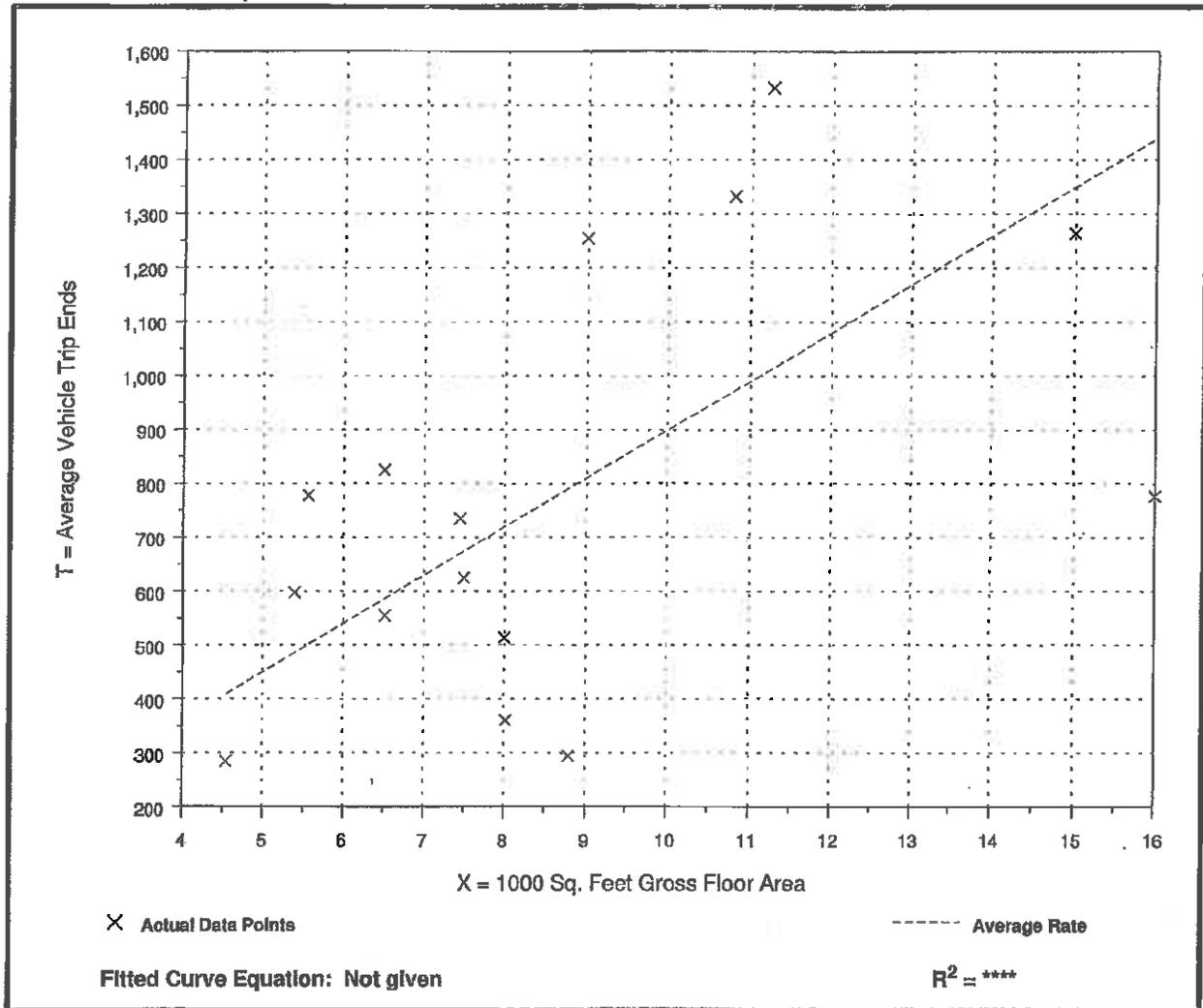
**Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area**  
On a: **Weekday**

Number of Studies: 15  
Average 1000 Sq. Feet GFA: 9  
Directional Distribution: 50% entering, 50% exiting

## Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
89.95	33.41 - 139.80	36.81

## Data Plot and Equation



# Quality Restaurant (931)

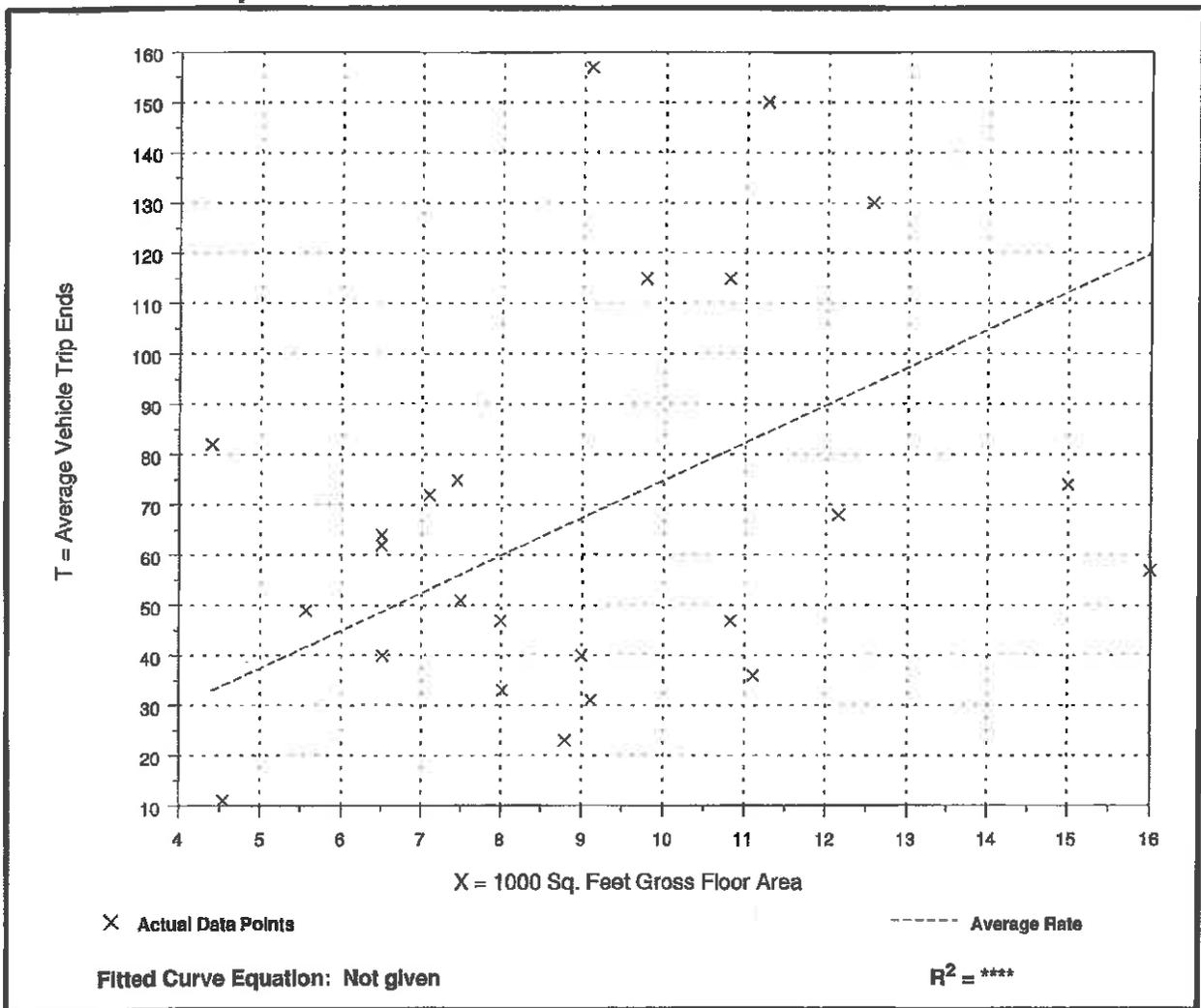
**Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 4 and 6 p.m.**

Number of Studies: 24  
 Average 1000 Sq. Feet GFA: 9  
 Directional Distribution: 67% entering, 33% exiting

### Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
7.49	2.42 - 18.64	4.89

### Data Plot and Equation



TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	RP			Intersection	SR 666 / DRIVE A			
Agency/Co.	GCC			Jurisdiction	FDOT			
Date Performed	2/3/16			Analysis Year	FUTURE WITH PROJECT			
Analysis Time Period	PM PEAK							
Project Description								
East/West Street: SR 666				North/South Street: DRIVE A				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		1024	10	135	1108			
Peak-Hour Factor, PHF	1.00	0.86	0.86	0.86	0.86	1.00		
Hourly Flow Rate, HFR (veh/h)	0	1190	11	156	1288	0		
Percent Heavy Vehicles	0	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	0	2	0	1	2	0		
Configuration		T	TR	L	T			
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	41		14					
Peak-Hour Factor, PHF	0.86	1.00	0.86	1.00	1.00	1.00		
Hourly Flow Rate, HFR (veh/h)	47	0	16	0	0	0		
Percent Heavy Vehicles	2	0	2	0	0	0		
Percent Grade (%)		0			0			
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration		LR						
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		156		63				
C (m) (veh/h)		577		199				
v/c		0.27		0.32				
95% queue length		1.09		1.29				
Control Delay (s/veh)		13.5		31.3				
LOS		B		D				
Approach Delay (s/veh)	--	--		31.3				
Approach LOS	--	--		D				

TWO-WAY STOP CONTROL SUMMARY								
<b>General Information</b>				<b>Site Information</b>				
Analyst	RP			Intersection	SR 666 / DRIVE B (RIRO)			
Agency/Co.	GCC			Jurisdiction	FDOT			
Date Performed	2/3/16			Analysis Year	FUTURE WITH PROJECT			
Analysis Time Period	PM PEAK							
<b>Project Description</b>								
East/West Street: SR 666				North/South Street: DRIVE B (RIRO ONLY)				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
<b>Vehicle Volumes and Adjustments</b>								
<b>Major Street</b>	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		985	53		1243			
Peak-Hour Factor, PHF	1.00	0.86	0.86	1.00	0.86	1.00		
Hourly Flow Rate, HFR (veh/h)	0	1145	61	0	1445	0		
Percent Heavy Vehicles	0	--	--	0	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	0	2	0	0	2	0		
Configuration		T	TR		T			
Upstream Signal		0			0			
<b>Minor Street</b>	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			82					
Peak-Hour Factor, PHF	1.00	1.00	0.86	1.00	1.00	1.00		
Hourly Flow Rate, HFR (veh/h)	0	0	95	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	0		
Percent Grade (%)		0			0			
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
<b>Delay, Queue Length, and Level of Service</b>								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration					R			
v (veh/h)					95			
C (m) (veh/h)					497			
v/c					0.19			
95% queue length					0.70			
Control Delay (s/veh)					13.9			
LOS					B			
Approach Delay (s/veh)	--	--	13.9					
Approach LOS	--	--	B					

James Gang Charters LLC  
Jesse James Mayer  
16454 Redington Drive  
Redington Beach, FL 33708  
727-687-5100  
[jamesgangcharters@yahoo.com](mailto:jamesgangcharters@yahoo.com)

Date: February 04, 2016

Invoice# 02042016  
Madeira Beach City Hall  
Attn: City Manager  
300 Municipal Place  
Madeira Beach 33708

Tournament	Amount
Wild West Marketing/Sponsorship	\$2675.00

Thank you for your support!

*James Gang Charters*

James Gang Charters LLC  
Jesse James Mayer  
16454 Redington Drive  
Redington Beach, FL 33708  
727-687-5100  
[jamesgangcharters@yahoo.com](mailto:jamesgangcharters@yahoo.com)

Date: February 04, 2016

Invoice# 02042016  
Madeira Beach City Hall  
Attn: City Manager  
300 Municipal Place  
Madeira Beach 33708

Tournament	Amount
Wild West Marketing/Sponsorship	\$2675.00

Thank you for your support!

*James Gang Charters*



## PLANNING COMMISSION/LOCAL PLANNING AGENCY

Rezoning Request – Staff Report

February 8, 2016

Application 2015.04

**FROM:** Luis N. Serna, AICP, Planning and Zoning

**SUBJECT:** Holiday Isle Marina – Request to Rezone from C-4 (Marine Commercial) to PD (Planned Development)  
**Continuance from January 11, 2016**

### I. Background

After receiving public testimony at their January 11, 2016 hearing, the Planning Commission/Local Planning Agency voted to continue the consideration of this matter to February 8, 2016. Based on public input received at the hearing as well as two neighborhood meetings and other meetings with the public, **the applicant has amended the application to request a decrease in the number of proposed temporary lodging units from a total of 325 to 272 (53 units) and a decrease in height from a maximum of 117 feet to a maximum of 93 feet.** A summary table of the proposed decreases in density and height are included as Exhibit 1. The applicant has provided revised plans, and the development agreement has been revised to reflect the applicant's latest proposal.

#### **Proposed Use:**

272 temporary lodging units (hotel/condominium-hotel units)  
68 condominium units  
18,000 square feet of commercial, including a 200-seat restaurant  
Marina.

The project will consist of six primary buildings (three of which are for the condominium units); a shared, three-level parking deck; and an expanded marina. Proposed building heights for the project are up to 93 feet.

**Neighborhood Meeting Dates:** December 17, 2015 and January 7, 2016

**1<sup>st</sup> Reading of Ordinance:** February 9, 2016

**2<sup>nd</sup> Reading of Ordinance:** March 8, 2016

### II. Recommendation

Staff has reviewed the amended application package that was revised following the January 11, 2016 Planning Commission/Local Planning Agency hearing. Although the proposed reduction in density will come from two of the tallest and the largest buildings in the project, the resulting decreases in parking will also allow in decreases in height for the three proposed condominium buildings, and will not require increases in the footprints of any of the buildings. This amended plan will reduce the visual impacts of the project to surrounding properties and will reduce the impacts to traffic and other public facilities.

The proposed reductions in density and height support our previous findings in regard to the review criteria of Section 10-391 of the Land Development Regulations. Based on our findings in regard to the review criteria, which are included in the January 11, 2016 staff report (Exhibit 4), staff recommends that the Planning Commission **recommend approval** of the proposed rezoning from C-4 (Marine Commercial) to PD (Planned Development) for the Holiday Isles Marina subject to the provisions contained in the development agreement and its subsequent approval by the Board of Commissioners.

**III. Exhibits**

- 1. Table comparing previous and current plan proposals
- 2. Amended application package
- 3. Revised site plan
- 4. January 11, 2016 staff report

**Agenda Item:** \_\_\_\_\_

Holiday Isles Development

Revisions per Planning Commission Comments

	November 2015 Revised Submittal		Revised per Planning Commission Comments (1/19/16)	
	Density	Height	Density	Height
Temporary Lodging – Bldg. A (limited service hotel)	175 units	117 ft.	150	90 (7 stories over 1 parking)
Temporary Lodging – Bldg. B (condo hotel)	150 units	104 ft.	122	77 ft. (5 stories over 3 parking)
Residential – Bldg. A	22 units	73 ft.	22 units	73 ft. (7 stories over 1 parking)
Residential – Bldg. B	24 units	90 ft.	24 units	93 ft. (9 stories over 1 parking)
Residential – Bldg. C	22 units	73 ft.	22 units	73 ft. (7 stories over 1 parking)

**CITY OF MADEIRA BEACH, FLORIDA  
LOCAL PLANNING AGENCY  
AND BOARD OF COMMISSIONERS  
NOTICE OF PUBLIC HEARINGS**

**NOTICE IS HEREBY GIVEN** that the **LOCAL PLANNING AGENCY (THE PLANNING COMMISSION)** of the City of Madeira Beach will hold a **PUBLIC HEARING** to consider the **Development Agreement for Holiday Isle Marina**, in the City Commission Chambers at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Monday, February 8th, 2016 at 7:00 p.m.**

**NOTICE IS HEREBY GIVEN**, the Board of Commissioners of the City of Madeira Beach will conduct the first reading of **Ordinance 2015-18**, in the City Commission Chambers at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday February 9th, 2016 at 6:00 p.m.**

**Upon the passage of Ordinance, NOTICE IS HEREBY GIVEN**, the Board of Commissioners of the City of Madeira Beach will conduct the second and public hearing on the **Development Agreement for Holiday Isle Marina., and Ordinance 2015-18**, in the City Commission Chambers at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, March 8th, 2016 at 6:00 p.m.** Notice of such hearing will be provided as prescribed by Florida Statutory requirements and the Madeira Beach Code of Ordinances.

The title of the Development Agreement and said Ordinance are as follows:

**DEVELOPMENT AGREEMENT** between the **City of Madeira Beach**, and **C&T Enterprises, Inc. and MHH Enterprises, Inc.** located at 555 150<sup>th</sup> Avenue and 565 150<sup>th</sup> Avenue, Madeira Beach, Florida 33708.

**ORDINANCE 2015-18**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 555 150<sup>th</sup> AVENUE AND 565 150<sup>th</sup> AVENUE FROM MARINE COMMERCIAL (C-4) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

**DESCRIPTION:**

**PARCEL I:** A PARCEL OF LAND SITUATED, LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTH BOUNDARY OF GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND THE CENTERLINE OF STATE ROAD #233 AS SHOWN ON THE PLAT FILED IN DEED BOOK 662, PAGE 44, RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 43°51'28" EAST, 1918.18 FEET ALONG THE CENTERLINE OF STATE ROAD #233; THENCE SOUTH 46°08'32" E., 50 FEET TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233 AND THE POINT OF BEGINNING; THENCE SOUTH 46°08'32" EAST, 50 FEET; THENCE NORTH 43°51'28" EAST, 25 FEET; THENCE SOUTH 46°08'32" EAST, 550 FEET; THENCE NORTH 43°51'28" EAST, 331.0 FEET; THENCE NORTH 46°08'32" WEST, 300 FEET; THENCE SOUTH 43°51'28" WEST, 125.00 FEET; THENCE NORTH 46°08'32" WEST, 250.0 FEET; THENCE SOUTH 43°51'28" WEST, 40.0 FEET; THENCE NORTH 46°08'32" WEST, 50.0 FEET TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233; THENCE SOUTH 43°51'28" WEST, 191.0 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE POINT OF BEGINNING.

**PARCEL II:** A PARCEL OF LAND SITUATED, LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

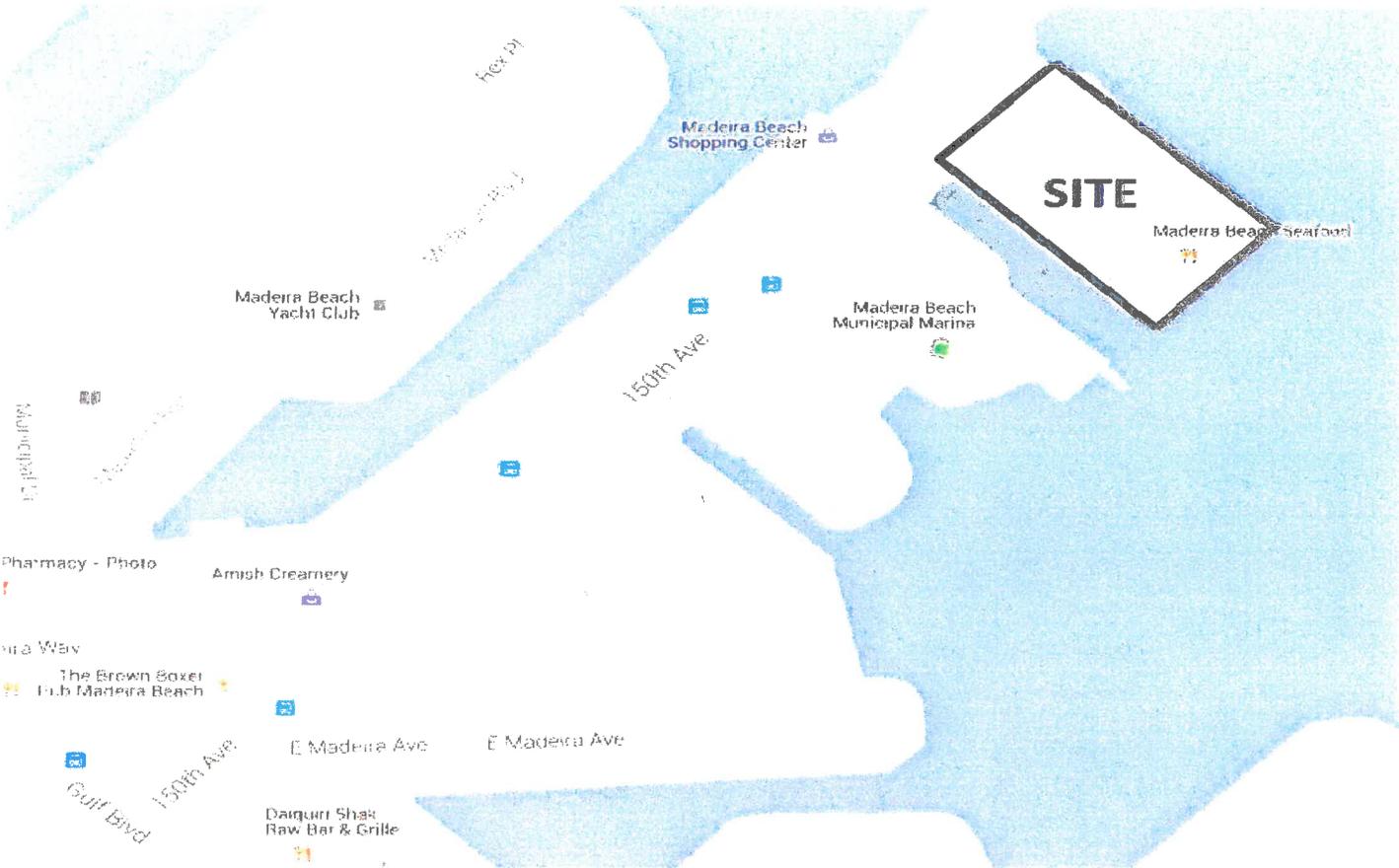
FROM THE INTERSECTION OF THE NORTH BOUNDARY OF GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND THE CENTERLINE OF STATE ROAD #233 AS SHOWN ON THE PLAT FILED IN DEED BOOK 662, PAGE 44, RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 43°51'28" EAST, 2099.18 FEET ALONG THE CENTERLINE OF STATE ROAD #233; THENCE SOUTH 46°08'32" EAST, 50 FEET

TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233 AND THE POINT OF BEGINNING; THENCE SOUTH 46°08'32" EAST, 300 FEET; THENCE NORTH 43°51'28" EAST, 175 FEET; THENCE NORTH 46°08'32" WEST, 300 FEET TO THE EXTENSION OF THE SOUTHERLY BOUNDARY OF STATE ROAD #233; THENCE SOUTH 43°51'28" WEST, 175 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE POINT OF BEGINNING

4.59 ACRES MORE OR LESS.

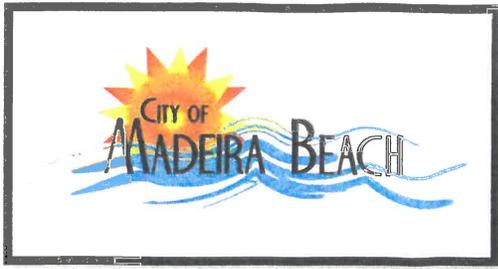
FLOOD STATEMENT:

THIS PROPERTY LIES IN FLOOD ZONE AE (EL 10), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP 12103C0191G, EFFECTIVE DATE SEPTEMBER 3, 2003.



**Copies of the proposed Development Agreement and Ordinance are available for inspection in the office of the City Clerk between the hours of 8 a.m. and 4:30 p.m. Monday through Friday.**

All persons are hereby advised that any presentation they make to the Planning Commission or the Board of Commissioners will be encouraged to be as concise as possible and the Planning Commission and/or Board of Commissioners may limit the time of each individual to permit maximum participation by the public at large. Any person who decides to appeal any decision of the Planning Commission and/or the Board of Commissioners with respect to any matter considered at these hearings will need to ensure a record of proceedings, and for such purpose, 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-per Florida Statute 286.0105



**CITY OF MADEIRA BEACH, FLORIDA**  
**PUBLIC NOTICE**  
**PLANNING COMMISSION**  
**PUBLIC HEARING**

**MONDAY, FEBRUARY 8, 2016 AT 7:00 P.M.**  
**MADEIRA BEACH CITY HALL LOCATED AT 300 MUNICIPAL DRIVE**  
**CITY COMMISSION CHAMBERS**

**PROPERTY OWNER:** MHH Enterprises Inc.  
C/O Hammer and CO PA  
9373 Seminole, FL 33772

C&T Enterprises Inc.  
9800 4<sup>th</sup> Street North Suite 200  
Madeira Beach, FL 33702

**APPLICANT:** MHH Enterprises Inc.  
C/O Hammer and CO PA  
9373 Seminole, FL 33772

C&T Enterprises Inc.  
9800 4<sup>th</sup> Street North Suite 200  
Madeira Beach, FL 33702

**LOCATION:** 555 – 150<sup>TH</sup> Avenue and 565 – 150<sup>th</sup> Avenue

The Planning Commission is continuing its hearing from January 11, 2016 to consider a **DEVELOPMENT AGREEMENT AND TO CONSIDER ORDINANCE 2015-18** for the property located at 555 – 150<sup>th</sup> Avenue and 565 – 150<sup>th</sup> Avenue, Madeira Beach, Florida 33708.

The **Development Agreement and Ordinance 2015-18** may be viewed in the City Clerk's Office located at 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 on the City website [www.madeirabeachfl.gov](http://www.madeirabeachfl.gov) on the Planning and Zoning webpage. For further information, call the Community Services Department at (727) 391-9951.

Any person who decides to appeal any decision at this Public Hearing with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private Reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

Posted: January 24, 2016



**CITY OF MADEIRA BEACH**  
 300 MUNICIPAL DRIVE • MADEIRA BEACH, FLORIDA 33708  
 PHONE (727) 391-9951 • FAX (727) 395-9361  
 www.madeirabeachfl.gov



## SITE PLAN APPLICATION

**PROJECT**

- I. A. Project Name:** Holiday Isle Marina
- B. Project Description:** Planned Development of a 150 key Hotel, 122 key Condo Hotel, 68 condominium units, 25,000 square feet of Commercial, Marina slips, and associated parking.
- C. Address of Subject Property:** 555 & 556 150th Street, Madeira Beach, Florida 33708
- D. Parcel I.D. No.:** Parcels (A) 09-31-15-00000-110-0100, (B) 09-31-15-00000-140-0100, (C) 09-31-15-00000-140-0120, (SLL A) 09-31-15-00000-140-0110, (SSL B) 09-31-15-00000-110-0200
- E. Legal Description:** See Attached Exhibit - Sheet A100

Full legal description attached: YES  NO

- F. Existing use of property:** Marina, Wet and Dry slips, Vacant Commercial Land,

**INFORMATION IN SECTIONS I, II IS REQUIRED TO ENSURE THAT PUBLIC OFFICIALS DO NOT VIOLATE CONFLICT – OF - INTEREST LAWS.**

**APPLICANT**

- II. A. Applicant Status:** *Attach proof of ownership (Deed)* Owner  Agent
- B. Name of Applicant(s)/ Contact Person(s):** James Holton Title: \_\_\_\_\_
- Company Name (if applicable):** C&T Enterprises INC., MHH Enterprises INC.,
- Mailing Address:** C&T: 9800 4th St N Ste 400, Madeira Beach FL 33702, wMHH: 150 153rd Ave Ste 203, Madeira Beach, FL 33708
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- Telephone : \_\_\_\_\_ Fax : \_\_\_\_\_
- Email: \_\_\_\_\_
- C. If applicant is agent for property owner:** *Attach Proof of Agent authorization*
- Name of owner (title holder):** \_\_\_\_\_
- Mailing Address:** \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**ADDITIONAL INFORMATION**

- III. A. Is there any existing contract for sale, or options to purchase subject property?** Yes  NO
- If "yes" list names of all parties involved:** \_\_\_\_\_
- Is the contract/option contingent or absolute?** \_\_\_\_\_

**I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND  
CORRECT TO BEST OF MY/OUR KNOWLEDGE**

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Printed Name & Title**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing application as acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_ who is/are personally known to me, or has/have

produced \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
**Signature of Notary Public, State of Florida**



CITY OF MADEIRA BEACH

PROJECT REVIEW APPLICATION

COMMUNITY DEVELOPMENT USE ONLY:

CASE NO. \_\_\_\_\_ MAP SHEET#: \_\_\_\_\_

APPLICATION FEE: \_\_\_\_\_

FILING DATE: \_\_\_\_\_

PROJECT

- I. A. Project Name: Holiday Isle Marina
B. Project Description: Planned Development of a 150 key Hotel, 122 Key Condo Hotel, 68 Condominium units, 25,000 square feet of Commercial, Marina slips, and associated parking.
C. Address of Subject Property: 555 & 556 150th Street, Madeira Beach, Florida 33708
D. Parcel I.D. No.: Parcels (A) 09-31-15-00000-110-0100, (B) 09-31-15-00000-140-0100, (C) 09-31-15-00000-140-0120, (SLL A) 09-31-15-00000-140-0110, (SSL B) 09-31-15-00000-110-0200
E. Legal Description: See Attached Exhibit - Sheet A100
F. Existing use of property: Marina, Wet and Dry slips, Vacant Commercial Land, Full legal description attached: YES [XX] NO [ ]

INFORMATION IN SECTIONS I, II IS REQUIRED TO ENSURE THAT PUBLIC OFFICIALS DO NOT VIOLATE CONFLICT - OF - INTEREST LAWS.

APPLICANT

- II. A. Applicant Status: Attach proof of ownership (Deed) Owner(title holder) [XX] Agent [ ]
B. Name of Applicant(s)/Contact Person(s): James Holton Title:
Company Name (if applicable): C&T Enterprises INC., MHH Enterprises INC.,
Mailing Address: C&T: 9800 4th St N Ste 400, Madeira Beach FL 33702, wMHH: 150 153rd Ave Ste 203, Madeira Beach, FL 33708
City State Zip Telephone Fax e-mail:
C. If applicant is agent for property owner: Attach Proof of Agent authorization
Name of owner (title holder):
Mailing Address:
City State Zip

ADDITIONAL INFORMATION

- III. A. Is there any existing contract for sale, or options to purchase subject property? Yes [ ] NO [XX]
If "yes" list names of all parties involved: \_\_\_\_\_

Is the contract/option contingent or absolute? \_\_\_\_\_

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO BEST OF MY/OUR KNOWLEDGE

Signature of Applicant Typed or Print Name & Title

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing application as acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_

who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.

(Seal)

Signature of Notary Public, State of Florida

Holiday Isle Site Data Table - Revised 19 January 2016

Site Area: 199,850 SF 4.59 Acres

	Units		Building Height (Above BFE) Proposed	Setbacks Proposed	Parking		FAR / Building Area - SF Proposed	ISR /
	Proposed	Permitted			Proposed	Required		
Temporary Lodging	Building A: Limited Service Hotel	150	90 Ft	82' SW to Bldg. 15' NW to PL, 15' NE to PL, 82' SE to Bldg 0' SW to PL, 105' NW to PL, 82' NE to PL, 55' SE to Bldg	150	150	99,205	
	Building F: Condo / Hotel	122	77 Ft.	5 Stories over 3 Parking	122	122	71,882	
	<b>Total</b>	<b>272 Units</b> 59 Units/Acre			<b>272</b> 1/Unit	<b>272</b> 1/Unit	<b>171,087</b>	

Residential	Building C	22 Units	73 Ft.	7 Stories over 1 Parking	44	44		
	Building D	24 Units	93 Ft.	9 Stories over 1 Parking	48	48	154,800	
	Building E	22 Units	73 Ft.	7 Stories over 1 Parking	44	44		
	<b>Total</b>	<b>68 Units</b> 15 Units/Acre			<b>136</b> 2/Unit	<b>136</b> 2/Unit	<b>154,800</b>	

Commercial	Building B: Restaurant	1	34 Ft.	2 Stories over 1 Parking	50	50	17,000	
	Dockmaster	1			2	2	1,000	
	<b>Total</b>				<b>52</b>	<b>52</b>	<b>18,000</b>	

Boat Slips	Covered Docks	23						
	Slips	34						
	<b>Total</b>	<b>164</b>						

Parking	Sub-total (from Uses)							
	Parking Credits	Bicycle Racks			460	460		
	Non-Assigned				-3	-3		
<b>Total</b>					<b>525</b>	<b>457</b>	<b>204,547</b>	

<b>Overall Site Area Totals</b>							<b>548,434</b>	<b>799,400</b>	<b>135,850.00</b>	<b>169,872.00</b>
							<b>2.74</b>	<b>4.00</b>	<b>67.98%</b>	<b>85.00%</b>



CITY OF MADEIRA BEACH  
 300 MUNICIPAL DRIVE • MADEIRA BEACH, FLORIDA 33708  
 PHONE (727) 391-9951 • FAX (727) 395-9361  
 www.madeirabeachfl.gov



**REZONING APPLICATION FOR PLANNED DEVELOPMENT**

Zoning Change.....\$1,000.00

Land Use Change.....\$1,000.00

\*(If Applicant is NOT the property owner, signed and notarized authorization of this rezoning application from the land owner must be submitted with the rezoning application materials)

\*Applicant: Name and Address

\*Property Owner: Name and Address

James Holton

James Holton

C&T Enterprises INC. & MHH Enterprises INC.,

C&T Enterprises INC. & MHH Enterprises INC.,

C&T: 9800 4th St N Ste 400, Madeira Beach FL 33702,  
 MHH: 150 153rd Ave Ste 203, Madeira Beach, FL 33708

C&T: 9800 4th St N Ste 400, Madeira Beach FL 33702,  
 MHH: 150 153rd Ave Ste 203, Madeira Beach, FL 33708

Telephone: 727-399-0040

Telephone: 727-399-0040

Application for the property located at: (Street Address or location of the vacant lot)

555 & 556 150th Street, Madeira Beach, Florida 33708

Legal Description: See Attached Exhibit - Sheet A100

Approximate Lot Area: 4.59 AC Width: 609 ft. Depth: 331 ft.

Present Use: Marina, Wet and Dry slips, Vacant Commercial Land,

Proposed Use: Planned Development of a 150 key Hotel, 122 Key Condo Hotel,  
 68 condominium units, 25,000 square feet of Commercial, Marina slips,  
 and associated parking.

\*PLEASE attach required supporting materials (i.e. Survey, Narrative Response to the criteria upon which a rezoning to Planned Development is determined (see attached page), and any other materials the applicant wishes to present.\*

**ALL REZONING APPLICATIONS  
FOR PLANNED DEVELOPMENT DISTRICT  
SHALL SUBMIT A RESPONSE  
TO THE CRITERIA LISTED BELOW**

- 1. Consistency with the comprehensive plan.** All zoning district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The zoning district assigned shall be consistent with the land use category of the future land use map.

The Pinellas Countywide FLUP and Madeira Beach Special Area Plan, require the PD category to be used for proposed large scale, mixed use developments in this district. Among the goals of this plan are to :

- Create a unique sense of place for the Town Center, and create a sense of arrival for those entering the area
- Promote a wide variety of uses to create an activity center for both local residents and tourists.
- Sets a standard for urban design so that new development and redevelopment in the Town Center contributes to the public realm.
- Increase the number of temporary lodging units (and maintain existing residential units in the Town Center that have the quality characteristics included in the Special Area Plan.
- Improve pedestrian and bicycling access to all major destinations within the Town Center, including the parks, the beach, retail properties and civic destinations.

- 2. Land use compatibility.** The assigning of zoning districts shall promote the compatibility of adjacent land uses

The redevelopment of this property will set a standard and promote redevelopment of older properties in a manner that contributes to the quality of urban design in the Town Center. The adjacent parcels are also in the PD category per the FLUP.

As a mixed use project, this proposal includes marina components, waterfront retail/ restaurant, in addition to the residential and tourist accomodation uses, thus maintaining the local waterfront / tourist focused character while adding additional uses desired by the Madeira Beach Special Area Plan.

- 3. Adequate public facilities.** The assigning of zoning districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards shall be considered in assigning zoning districts and there shall be reasonable assurance that the demand for services allowed in the proposed zoning district can be met.

Per the Madeira Beach Special Area Plan and the FLUP, a higher intensity of use is anticipated for this area and improvements and increases in the capacity of the public facilities is planned. The City planning and management staff indicated that there is adequate sewer and water capacity to handle this scope of a project.

- 4. Public interest.** Zoning district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

This plan addresses the goals and requirements of the Madeira Beach Special Area Plan with special regard to promoting public welfare and safety, The design of this plan takes special care to create a pedestrian friendly streetscape and for providing an open and vibrant environment. The plan provides for good land planning design in the pedestrian access to the water's edge, adequate and clear and safe wayfinding, and a good separation between, pedestrians, guest and resident vehicular travel and parking, and service and loading access.

The facility will also meet all required building and zoning codes.

- 5. Consistency with Land Development Regulations.** Zoning district designations shall be consistent with the purpose and intent of these Land Development Regulations

The proposed plan has been designed under the current LDRs, to the extent that the extant requirements apply. Because this is a PD application in a PD zone, this plan will be reviewed by the required local and state authorities for compliance with current LDR requirements and any requests or variances not in the current requirements will be adequately vetted and codified.

**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 have received a copy Ordinance 1040 (attached), read and understand the reasons necessary for granting this application and the procedure, which will take place at the Public Hearing.*

Date: \_\_\_\_\_ Property owner's signature: \_\_\_\_\_

Before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, appeared in person

\_\_\_\_\_ who, being sworn, deposes and says that the forgoing  
*(name of property owner)*

is true and correct certification.

**STATE OF FLORIDA**  
**COUNTY OF PINELLAS – NOTARY SIGNATURE**

Personally Known to me: \_\_\_\_\_ Commission Expires: \_\_\_\_\_  
Stamp

Identification Taken: \_\_\_\_\_

**NOTICE:** *Persons are advised that, if they decide to appeal any decision made at this hearing, 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.*

December 23, 2015

RE: Holiday Isle Marina  
555 & 556 150<sup>th</sup> Street, Madeira Beach, FL  
(Parcel Nos. 09-31-15-00000-140-0100; 09-31-15-00000-110-0100 &  
09-31-15-00000-140-0120)

NEIGHBORHOOD INFORMATION MEETING

You are hereby notified in accordance with Madeira Beach Code Section 110-392 of a neighborhood meeting regarding the above referenced proposed development, to be held:

Thursday, January 7, 2016 at 10:00 am

Courtyard by Marriott-Madeira Beach  
601 American Legion Drive  
Madeira Beach, FL 33708

The applicant's agent will be present to review the proposed project and answer any questions you may have.

Thank you,

Katie Cole, Esq.  
Hill Ward Henderson  
(727) 259-6791  
Agent to C&T Enterprises, Inc. & MHH Enterprises, Inc.



From Mailbox Book For Accountable Mail

Name and Address of Sender  
 Hill Ward Henderson  
 ATTN: Katie Cole  
 600 Cleveland Street, Ste 800  
 Clearwater FL 33755

Check type of mail or service  
 Adult Signature Required  
 Adult Signature Restricted Delivery  
 Certified Mail  
 Certified Mail Restricted Delivery  
 Collect on Delivery (COD)  
 Insured Mail  
 Priority Mail

Priority Mail Express  
 Registered Mail  
 Return Receipt for Merchandise  
 Signature Confirmation  
 Signature Confirmation Restricted Delivery

USPS Tracking/Article Number

Hasler

12/23/2015

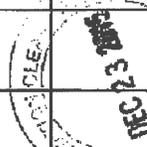
US POSTAGE

\$03.29

ZIP 33759  
 011D12806113



Name and Address of Sender	Tracking/Article Number	Check type of mail or service	Address (Name, Street, City, State, & ZIP Code™)	Fee	Handling Charge - if Registered and over \$50,000 in value	Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	COD
1. Parcel 09-31-15-00000-110-0100 09-31-15-00000-140-0100; 09-31-15-00000-140-0120		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	C & T Enterprises, Inc. 9800 4th St. N., Ste 200 Madeira Beach, FL 33702-2462									
2. Parcel 09-31-15-00000-110-0100 09-31-15-00000-140-0100; 09-31-15-00000-140-0120		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	M H H Enterprises Inc. 150 153rd Ave., Ste 203 Madeira Beach, FL 33708-1856									
3. Parcel 09-31-15-00000-110-0100 09-31-15-00000-140-0100; 09-31-15-00000-140-0120		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	City of Madeira Beach 300 Municipal Drive Madeira Beach, FL 33708-1916									
4. Parcel 09-31-15-00000-110-0100 09-31-15-00000-140-0100; 09-31-15-00000-140-0120		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	Dean A & Maria L. Pruitt 1386 Bayview Drive Clearwater, FL 33756-1232									
5. Parcel 09-31-15-00000-110-0100 09-31-15-00000-140-0100; 09-31-15-00000-140-0120		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	FL INT IMP FUND TRE MHH Enterprises Inc. LSE 150 153rd Ave., Ste 205 Madeira Beach, FL 33708-1856									
6. Parcel 09-31-15-00000-110-0100 09-31-15-00000-140-0100; 09-31-15-00000-140-0120		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	MH-H Enterprises Inc. LSE c/o Hammer & Co PA 9373 Seminole Blvd. Seminole FL 33772-3145									
7. Parcel 09-31-15-00000-110-0100 09-31-15-00000-140-0100; 09-31-15-00000-140-0120		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	FL INT IMP FUND TRE c/o C & T Enterprises Inc. 9800 4th St. N., Ste 200 St. Petersburg, FL 33702-2462									
8. Parcel 09-31-15-00000-110-0100 09-31-15-00000-140-0100; 09-31-15-00000-140-0120		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	City of Madeira Beach ATTN: Mayor & City Commission 300 Municipal Drive Madeira Beach, FL 33708-1916									
Total Number of Pieces Labeled by Sender	8											
Total Number of Pieces Received at Post Office	8											





## PLANNING COMMISSION/LOCAL PLANNING AGENCY

Development Agreement – Staff Report

February 8, 2016

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**FROM:** Luis N. Serna, AICP, Planning and Zoning

**SUBJECT:** Holiday Isle Marina – Development Agreement  
**Continuance from January 11, 2016**

**BACKGROUND:** After receiving public testimony at their January 11, 2016 hearing, the Planning Commission/Local Planning Agency voted to continue the consideration of this matter to February 8, 2016. Based on public input received at the hearing as well as two neighborhood meetings and other meetings with the public, the applicant has amended the application to request a decrease in the number of proposed temporary lodging units from a total of 325 to 272 (53 units) and a decrease in height from a maximum of 117 feet to a maximum of 93 feet. The development agreement has been revised to reflect the applicant's latest proposal.

**BUDGETARY** None.  
**IMPACT:**

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**RECOMMENDATION:** The revised draft development agreement was reviewed for compliance with Article IV, Chapter 86 of the Code of Ordinances. Based on this review, staff recommends that the Planning Commission **recommend approval** of the Development Agreement.

**ATTACHMENT(S):** Draft Development Agreement

Agenda Item: \_\_\_\_\_

**DEVELOPMENT AGREEMENT  
(HOLIDAY ISLE MARINA)**

**THIS AGREEMENT** (the "**Agreement**") made and entered into this \_\_day of December, 2015 by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "**City**" and **C&T Enterprises, Inc.**, a Florida corporation and **MHH Enterprises Inc.**, a Florida corporation, hereinafter referred to as "**Owner**".

**RECITALS**

1. Owner (sometimes, Owner is referred to herein as "Developer") is the current fee simple owner and developer of that certain tract 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.
2. Owner desires to develop the Property consistent with the concept plan attached hereto as Exhibit "B" ("Concept Plan");
3. The Property is approximately 4.58 acres in size and has PR-MU land use designations and a zoning of C-4 and is located in the Madeira Beach Town Center Special Area Plan – Causeway District;
4. The Owner is requesting the City to amend the zoning designation so that the Property has a land use of PR-MU and a zoning of Planned Development (PD) to facilitate development of the Concept Plan;
5. The Concept Plan shows a development of hotel, condominium, restaurant and marina uses ("Project");
6. The development rights of the Project are subject to the conditions of the development rights approval as set forth below.
7. The City has determined that the Concept Plan is consistent with the City's comprehensive plan and land development regulations as provided for herein.
8. The following development rights are hereby approved pursuant to this Agreement on the Property and as more particularly shown on the Concept Plan attached hereto and made part hereof:

Holiday Isle Site Data Table - Revised 19 January 2016

Site Area: 199,850 SF 4.59 Acres

		Units		Building Height (Above BFE)		Setbacks		Parking		FAR / Building Area - SF		ISR /	
		Proposed	Permitted	Proposed		Proposed		Proposed	Required	Proposed	Permitted		
Temporary Lodging	Building A: Limited Service Hotel	150		90 Ft.	7 Stories over 1 Parking	82' SW to Bldg. 15' NW to PL, 15' NE to PL, 82' SE to Bldg 0' SW to PL.		150	150	99,205			
	Building F: Condo / Hotel	122		77 Ft.	5 Stories over 3 Parking	105' NW to PL, 82' NE to PL, 55' SE to Bldg.		122	122	71,832			
	Total:	<b>272 Units</b> 59 Units/Acre	<b>573 Units</b> 125 Units/Acre					272 1/Unit	272 1/Unit	171,087			
Residential	Building C	22 Units		73 Ft.	7 Stories over 1 Parking			44	44				
	Building D	24 Units		93 Ft.	9 Stories over 1 Parking	15' SW to PL, 55' NW to PL, 17' NE to PL, 14' SE to Bldg		48	48	154,800			
	Building E	22 Units		73 Ft.	7 Stories over 1 Parking			44	44				
	Total	<b>68 Units</b> 15 Units/Acre	<b>68 Units</b> 15 Units/Acre					136 2/Unit	136 2/Unit	154,800			
Commercial	Building B: Restaurant	1	Not Specified	34 Ft.	2 Stories over 1 Parking	(200 Seat)		50	50	17,000			
	Dockmaster	1						1 per 4 Seats	1 per 4 Seats	1,000			
	Total							52	52	18,000			
Boat Slips	Covered Docks Slips	23	Existing 57 Slips	20 Ft.									
	Additional Boat Slips	107						TBD					
	Total	<b>164</b>											
Parking	Sub-total (from Uses) Parking Credits					13' SW to PL, 15' NW to Bldg, 16' NE to PL, 14' SE to Bldg, 24' SE to Seawall		460	460				
	Non-Assigned							-3	-3				
	Total							525	457	204,547			
Overall Site Area Totals										548,434	799,400	135,850.00	169,872.00
										2.74	4.00	67.98%	85.00%

9. The development rights set forth in this Agreement approval are subject to the following conditions:

- a) Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the Concept Site Plan attached as Exhibit "B".
- b) Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all existing public utilities located on the subject site, 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.
- c) All construction associated with this project shall be subject to the current 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.

- d) All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code and the Madeira Beach Code of Ordinances.
- e) Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to a Certificate of Occupancy being issued.
- f) Proof of FDOT Access/Driveway permit approval for the ingress and egress to 150<sup>th</sup> Avenue (Tom Stuart Causeway – S.R. 666) is required prior to the Certificate of Occupancy being issued.
- g) Proof of FDOT Drainage Connection permits required prior to the Certificate of Occupancy being issued.
- h) Final approval of the City's consulting engineer of the civil and utility site plan and construction plans prior to building permits being issued.
- i) Final approval of the City's Public Works Department of the plans for solid waste collection prior to building permits being issued.
- j) Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued.
- k) Final approval of the Community Services Department for the site's compliance with this Agreement, prior to the Certificate of Occupancy being issued.
- l) Receipt by the City, after diligent effort by the City, of the necessary permits for the construction of the Off-site Roadway Improvements as defined hereafter.
- m) Final approval of the parking count which shall be dependent upon the mix of uses, including parking associated with the proposed boat slips.
- n) Final approval of a phasing plan by the Community Development Department which shall show that each phase shall meet the minimum parking requirement, ISR and FAR as provided for by Code.
- o) The Developer may increase the number of boat slips from that which is shown on the Concept Plan so long as proper permits are secured from the county and State, as applicable and appropriate parking is provided.
- p) Developer shall be responsible for the construction of the Offsite Roadway Improvements, including the proposed walkway under the Bridge, prior to Certificate of Occupancy of the first phase.

- i. The Developer may subdivide the Property, as it deems appropriate, consistent with the following:
- ii. The proposed Project is contemplated to include multiple components including, without limitation, hotel, residential, condominium, condominium hotel, timeshare, retail, restaurant, marina, parking, and associated and ancillary uses. The Property currently consists of three (3) separate lots of record. In order to facilitate the overall development of the Property, Developer may find it appropriate to pursue lot line adjustments without replatting pursuant to Section 86-26, City of Madeira Beach land Development Code. Similarly, Developer may find it appropriate to pursue the division of single lots of record into two separate lots, either in connection with or separate from, Developer's lot line adjustment applications. The sale of one or more lots of record to third parties is expressly permitted under this Agreement; provided, however, for so long as this Agreement remain in effect, the Property may only be developed in accordance with this Development Agreement.
- iii. In connection with the development of the Project, and to facilitate the orderly development of the Property by one or more separate owners, Developer may find it appropriate to utilize one or more property regimes to implement the development plans, to provide for ownership of the project components, and to provide for the continued cooperative operation and maintenance of the Project. It is presently anticipated that the Project will be developed utilizing a master set of covenants, conditions, easements, and restrictions applicable to the entirety of the Property, with a separate declaration of condominium utilized for the creation of each of the separate components intended to be declared to condominium ownership; provided, however, nothing in this Agreement shall preclude Developer from utilizing a master condominium, land condominium, homeowners association, or other structures to create and provide for the ownership, operation, and maintenance of the overall Project and the separate Project components.

**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. 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. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2011) and Sections 86-141 through 86-149 of the Code of Ordinances of the City of Madeira Beach.
3. Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the Pinellas County public records ("Effective 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 Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including 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 of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days 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.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, 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 pursuant to this paragraph 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.

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.

In the event that this Agreement is not executed by the Developer on or before 5:00p.m. on the 30th day of \_\_\_\_\_, 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. Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which all phases of construction of the Project is complete and issuance of a valid Certificate of Occupancy for the Project; or (ii) ten (10) years from the Effective 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 Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

Notwithstanding anything in the Code to the contrary, the parties agree that the Owner shall have two (2) years to commence construction upon receipt of written confirmation that the City has the proper state and federal permits for the construction of the Offsite Roadway Improvements. The City shall apply for such permits within 90 days of receipt of notice from Owner to initiate the application process but no later than one year from the Effective Date.

5. 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. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2012). 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. No Estoppel. The parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the 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 City Commission 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. No Partnership or Joint Venture. The City and Owner 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. 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 appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material 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 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:

- i) The Property shall be developed and landscaped in accordance with the Concept Plan. The landscaping within the Property 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 healthy conditions at all times by the Developer.
- ii) There shall not be any material deviation from the provisions of the Concept Plan unless such is approved by the City Commission 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.
- iii) Ingress and egress to the Property shall be as shown on the Concept Plan. Off-site Roadway Improvements as shown on attached Exhibit C made part hereof.
- iv) Building heights, architectural style and location will be as shown on the Concept Plan. The architectural style reflected as an attachment to or being part of the Concept Plan shall be complied with in all material respects during the development of the Project. Notwithstanding anything herein to the contrary, the Developer may reduce the height of any building or buildings up to 40% without an amendment of this Agreement.
- v) 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 or in any matter that is reflected on the Concept Plan or addressed specifically in this Agreement except by an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties. Notwithstanding the foregoing, minor modifications to the dimensional requirements, increases in the number of permitted boat slips, and, reduction's 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 may be included in the final site plan process without

an amendment hereto so long as the minimum parking requirement is maintained.

- vi) Marina and boat slips shown on the Concept Plan may be modified as required by the state and federal permitting agencies without amendment hereto so long as the minimum parking requirement is met.
- vii) Phasing Plan. This Project may be constructed in phases. Each phase shall be approved by the City and include sufficient parking. The Off-Site Roadway Improvements shall be constructed in conjunction with the first phase.

10. Public Infrastructure. The Developer or its successor in title, as appropriate, 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 Final Site 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 the City, as shown on the approved engineering construction drawings.

Public infrastructure facilities shall be complete, and approved for acceptance by the City prior to the issuance of any certificate of occupancy on the Property, or 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 on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations.

11. Public Facilities. The City shall cause to be provided to the boundary of the Property the following available City owned and operated 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 City and other applicable regulations.

12. Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

- a) City of Madeira Beach building permits.
- b) Southwest Florida Water Management District surface water management permit.
- c) City of Madeira Beach Engineering construction permit.

- d) 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, as defined below, shall be obtained by the City with diligent effort; however, any permitting and design costs associated with those improvements shall be the sole cost of the Developer.

13. 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:

325 hotel/condo-hotel units = \$521,300  
15,000 sq. ft. quality restaurant = \$119,130  
68 multifamily condo residential units = \$84,400  
100 slip marina = \$81,400

Rough estimate of charges = \$806,230

In consideration for the mutual benefits provided by the design and construction of the improvements to 150<sup>th</sup> Street as shown on the Concept Plan and the new proposed access road and pedestrian boardwalk as shown subject to FDOT approval and final engineering ("Off-site Roadway Improvements"), the City shall contribute **100%** from its share of the total collected Transportation Impact fees for the construction of the Off-site Roadway Improvements ("City's Contribution"). In the event the Off-site Roadway Improvements are not paid in full by the City's share, the City will seek additional funding from alternative sources of funding and shall diligently work to secure the additional funding from Pinellas County's share of the transportation impact fee, or some other source. The Developer shall be responsible for all costs associated with the engineering, permitting and construction of the Off-Site Roadway Improvements that exceed the City's Contribution.

14. 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. Annual Review. The City of Madeira Beach the City shall review the Project once every twelve (12) calendar months from the Effective Date.

16. 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 Economic Opportunity 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. 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 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. Legislative Act. This Agreement is agreed to be an 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 mortgagees, 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, lien holder 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. 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 reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.
20. 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.

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. 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 City Commission of the City of Madeira Beach has authorized the execution of this Agreement by the appropriate City officials.
22. 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. 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 City Commission to respond to the estoppel certificate request in a timely manner.
24. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.
25. 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 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. 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:  
MHH Enterprises  
150 153<sup>rd</sup> Ave., Suite 203  
Madeira Beach, FL 33708-1856  
ATTN: Jim Holton

To the City:  
Shane Crawford, City manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 34698

With copies to:  
E.D. Armstrong III  
Hill Ward Henderson  
600 Cleveland Street, Suite 800  
Clearwater, FL 33755

With copies to:  
Thomas J. Trask, Esq.  
City Attorney  
Trask & Daigneault, LLP  
1001 S. Ft. Harrison Ave., Suite 201  
Clearwater, FL 33756

Notice shall be deemed to have given upon receipt or refusal.

27. 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. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this \_\_\_\_ day of \_\_\_\_\_, 2015.

In the Presence of:

C & T Enterprises, Inc., a Florida corporation

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

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

Its: \_\_\_\_\_

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

MHH Enterprises, Inc., a Florida corporation

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

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

Its: \_\_\_\_\_

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

City of Madeira Beach

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

Shane Crawford  
City Manager

Attest:

\_\_\_\_\_  
Aimee Servedio, City Clerk

Countersigned:

\_\_\_\_\_  
Travis Palladeno, Mayor

Approved as to Form:

\_\_\_\_\_  
Thomas J. Trask, Esq.  
City Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of C & T Enterprises, Inc., a Florida corporation, on behalf of the Corporation, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of MHH Enterprises, Inc., a Florida corporation, on behalf of the Corporation, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Travis Palladeno, as Mayor of the City of Madeira Beach, Florida, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Shane Crawford as City Manager of the City of Madeira Beach, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Holiday Isle Site Data Table - Revised 19 January 2016

Site Area: 199,850 SF 4.59 Acres

		Units		Building Height (Above BFE)		Setbacks Proposed	Parking		FAR / Building Area - SF		ISR /	
		Proposed	Permitted	Proposed			Proposed	Required	Proposed	Permitted		
Temporary Lodging	Building A: Limited Service Hotel	150		90 Ft.	7 Stories over 1 Parking	82' SW to Bldg, 15' NW to PL, 15' NE to PL, 82' SE to Bldg 0' SW to PL,	150	150	99,205			
	Building F: Condo / Hotel	122		77 Ft.	5 Stories over 3 Parking	105' NW to PL, 82' NE to PL, 55' SE to Bldg	122	122	71,882			
	<b>Total</b>	<b>272 Units</b> 59 Units/Acre	<b>573 Units</b> 125 Units/Acre				272 1/Unit	272 1/Unit	171,087			
Residential	Building C	22 Units		73 Ft.	7 Stories over 1 Parking	15' SW to PL, 55' NW to PL, 17' NE to PL, 14' SE to Bldg	44	44	154,800			
	Building D	24 Units		93 Ft.	9 Stories over 1 Parking		48	48				
	Building E	22 Units		73 Ft.	7 Stories over 1 Parking		44	44				
	<b>Total</b>	<b>68 Units</b> 15 Units/Acre	<b>68 Units</b> 15 Units/Acre				136 2/Unit	136 2/Unit	154,800			
Commercial	Building B: Restaurant	1	Not Specified	34 Ft.	2 Stories over 1 Parking	(200 Seat)	50	50	17,000			
	Dockmaster	1					1 per 4 Seats	1 per 4 Seats	1,000			
	<b>Total</b>						52	52	18,000			
Boat Slips	Covered Docks	23	Existing	20 Ft.			TBD					
	Slips	34	57 Slips									
	Additional Boat Slips	107										
<b>Total</b>	<b>164</b>											
Parking	Sub-total (from Uses)					16' SW to PL, 15' NW to Bldg, 16' NE to PL, 14' SE to Bldg, 24' SE to Seawall	460	460				
	Parking Credits	Bicycle Racks					-3	-3				
	Non-Assigned						68					
<b>Total</b>							525	457	204,547			
<b>Overall Site Area Totals</b>									<b>548,434</b>	<b>799,400</b>	<b>135,850.00</b>	<b>169,872.00</b>
									<b>2.74</b>	<b>4.00</b>	<b>67.98%</b>	<b>85.00%</b>



**PLANNING COMMISSION/LOCAL PLANNING AGENCY**

**Rezoning Request – Staff Report**

**December 28, 2015**

**Application 2015.04**

**FROM:** Luis N. Serna, AICP, Planning and Zoning

**SUBJECT:** Holiday Isle Marina – Request to Rezone from C-4 (Marine Commercial) to PD (Planned Development)

**I. General Information**

**Request:** The applicants are seeking to rezone 4.59 acres that are located on the southeast side of 150<sup>th</sup> Avenue (Tom Stuart Causeway) just south of the bridge, from C-4 (Marine Commercial) to PD (Planned Development). This request is for the development of a mixed-use project that will include 325 hotel/condominium-hotel units, 68 condominium units, a 200-seat restaurant, and a marina.

**Property Owner:**

C&T Enterprises, Inc.  
900 4<sup>th</sup> Street North  
Suite 200  
St. Petersburg, Florida 33702

**Applicant:**

C&T Enterprises, Inc.  
900 4<sup>th</sup> Street North  
Suite 200  
St. Petersburg, Florida 33702

MHH Enterprises, Inc.  
150 153<sup>rd</sup> Avenue  
Suite 203  
Madeira Beach, Florida 33708

MHH Enterprises, Inc.  
150 153<sup>rd</sup> Avenue  
Suite 203  
Madeira Beach, Florida 33708

**Property Address:**

555 and 565 150<sup>th</sup> Avenue

**Parcel ID Numbers:**

09-31-15-00000-110-0100

09-31-15-00000-140-0100

09-31-15-00000-140-0120

09-31-15-00000-140-0110\*

09-31-15-00000-140-0200\*

\*Submerged land lease; not being rezoned

**Land Use Designation/Current Zoning:**

Planned Redevelopment Mixed Use/  
C-4 (Marine Commercial)

**Site Area:**

4.59 acres

**Present Use:** Boat storage with 38 boat slips (including 23 covered slips), marine related commercial uses, and vacant land

**Proposed Use:** The proposal is for a mixed-use project that will include a maximum of 325 temporary lodging units (hotel/condominium-hotel units); 68 condominium units; 25,000 square feet of commercial, including a 200-seat restaurant; and a marina. The project will consist of six primary buildings (three of which are for the condominium units); a shared, four-level parking deck; and an expanded marina. Proposed building heights for the project are up to 117 feet. The project will feature

vehicular access improvements to 150<sup>th</sup> Avenue as well as enhanced pedestrian connections along the front of the property and across the Tom Stuart Causeway to the City park site. These improvements will be important for not only addressing the impacts of the proposed project, but in accommodating future development in the Madeira Beach Town Center. A complete listing of the proposed development standards for the project are shown on Sheets A001 and A002 of the concept plan and are formalized in the project development agreement.

**1<sup>st</sup> Reading of Ordinance:** January 12, 2016

**2<sup>nd</sup> Reading of Ordinance:** February 9, 2016

## **II. Background**

The proposed PD development is located within the Planned Development Mixed Use Future Land Use district which is implemented through the Madeira Beach Town Center Special Area Plan (SAP). According to the SAP, all proposed development and redevelopment in the SAP should be reviewed using the Planned Development (PD) process to ensure that the proposed uses and designs are consistent with the Town Center SAP. 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 Future Land Use Map designation on the site. The PD rezoning process further requires the submittal and approval of a concept plan and a development agreement to ensure compliance with the proposed development standards. Future development on the site will be subject to staff level review and will require more detailed site plans which will be reviewed for consistency with the PD conceptual plan and the development agreement.

Within the Town Center SAP, the proposed PD is located within the Causeway District. Development in this district requires inter-parcel vehicular access and allows for the utilization of shared parking. Additional standards for the SAP and the Causeway District address building setbacks, outdoor dining and display, parking lot location and size, parking lot landscaping, off-street service and loading areas, and architectural guidelines.

## **III. Review Criteria**

As required by Section 110-391 of the Land Development Regulations, review of the rezoning application by the Local Planning Agency (LPA) is required to ensure that the following zoning standards are met and shall recommend denial of the application if the standards are not met. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner:

- (1) Consistency with the comprehensive plan.** All zoning district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives, and policies. The zoning district assigned shall be consistent with the land use category of the future land use map.

The subject parcels are located in the Planned Redevelopment Mixed-Use Future Land Use category which is further implemented through the Madeira Beach Town Center Special Area Plan (SAP). One of the stated objectives of the SAP is to increase the number of temporary lodging units and enhance the tourist industry for Madeira Beach and its local businesses. The Future Land Use district establishes a maximum density of 15 units per acre for residential units and up to 125 units per acre for temporary lodging. The district further permits a maximum Floor Area Ratio of 4.0 and a maximum Impervious Surface Area ratio of 0.95. The proposed Planned Development has been determined to be consistent with the Future Land Use district and the SAP objectives and standards.

- ro
- (2) Land use compatibility.** The assigning of zoning districts shall promote the compatibility of adjacent land uses.

The subject parcels are surrounded on three sides by water and is in an area that includes other residential, water based commercial, and tourism related commercial uses. The proposed development will be consistent with the existing and planned developments for the area.

- (3) Adequate public facilities.** The assigning of zoning districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning districts. The level of service standards shall be considered in assigning zoning districts and there shall be reasonable assurance that the demand for services allowed in the proposed zoning district can be met.

The applicants have coordinated the conceptual development plans with Pinellas County Engineering, the Florida Department of Transportation, and the Southwest Florida Water Management District. The applicants have submitted a letter of water and sanitary sewer availability from Pinellas County and a traffic study for the development. Certificates of concurrency and outside agency permitting will need to be obtained prior to any development taking place on the site.

- (4) Public interest.** Zoning district designations shall not be in conflict with the public interest and will promote the public health, safety, and welfare.

The proposed development has been determined to be consistent with and will promote the sort of development that is promoted in the Town Center Special Area plan.

- (5) Consistency with the land development regulations.** Zoning district designations shall be consistent with the purpose and intent of these land development regulations.

The PD zoning district allows for flexibility and is intended to accommodate integrated and well-designed developments in accordance with approved development plans. The district is intended to offer flexibility of design and to encourage imaginative, functional, high-quality land planning development for those uses consistent with the applicable Future Land Use Plan category and which are compatible with adjacent and nearby lands and activities.

The proposed rezoning and conceptual site plan have been determined to be consistent with the standards and requirements of the Land Development Regulations, the Comprehensive Plan, and the Madeira Beach Town Center Special Area Plan.

#### **IV. Recommendation**

Based on our findings in regard to the review criteria listed above, staff recommends that the Planning Commission recommend approval of the proposed rezoning from C-4 (Marine Commercial) to PD (Planned Development) for the Holiday Isles Marina subsequent to the provisions contained in the development agreement and its subsequent approval by the Board of Commissioners.

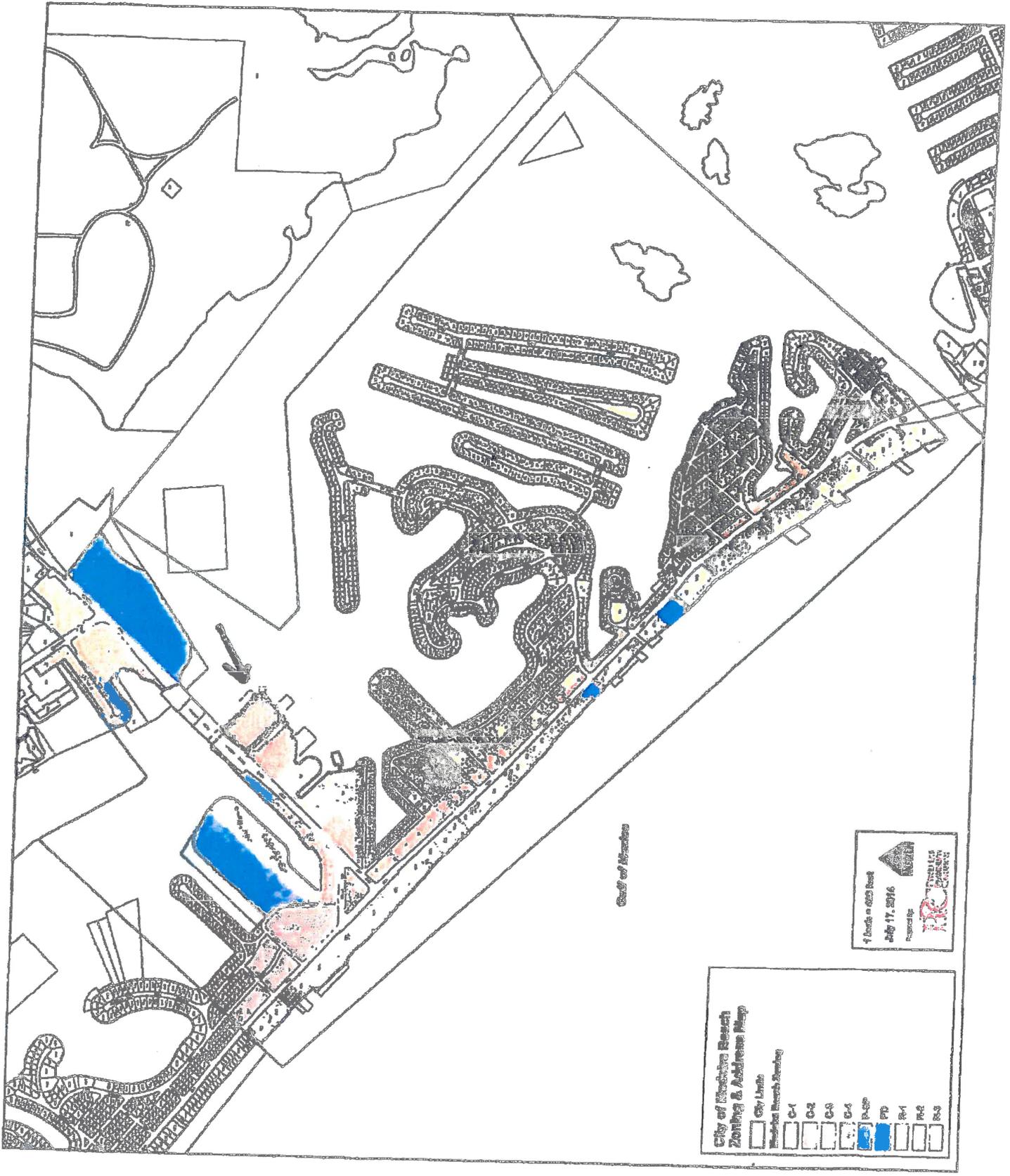
#### **V. Exhibits**

1. Zoning and Future Land Use Maps
2. Town Center Character Districts Map
3. Site Aerial

4. Flood Zone Map
5. C-4 and PD zoning regulations
6. Town Center Special Area Plan – Causeway District standards
7. Application package
8. Pinellas County Property Appraiser’s Database Information
9. Notification
10. Public Comments

**Agenda Item:** \_\_\_\_\_

## ZONING AND FUTURE LAND USE MAPS



City of Madison

4 Units = 625 feet  
 July 17, 2016  
 Prepared by  
 ARC  
 THE REALTY  
 COMPANY

**City of Madison Research Zoning & Addressing Map**

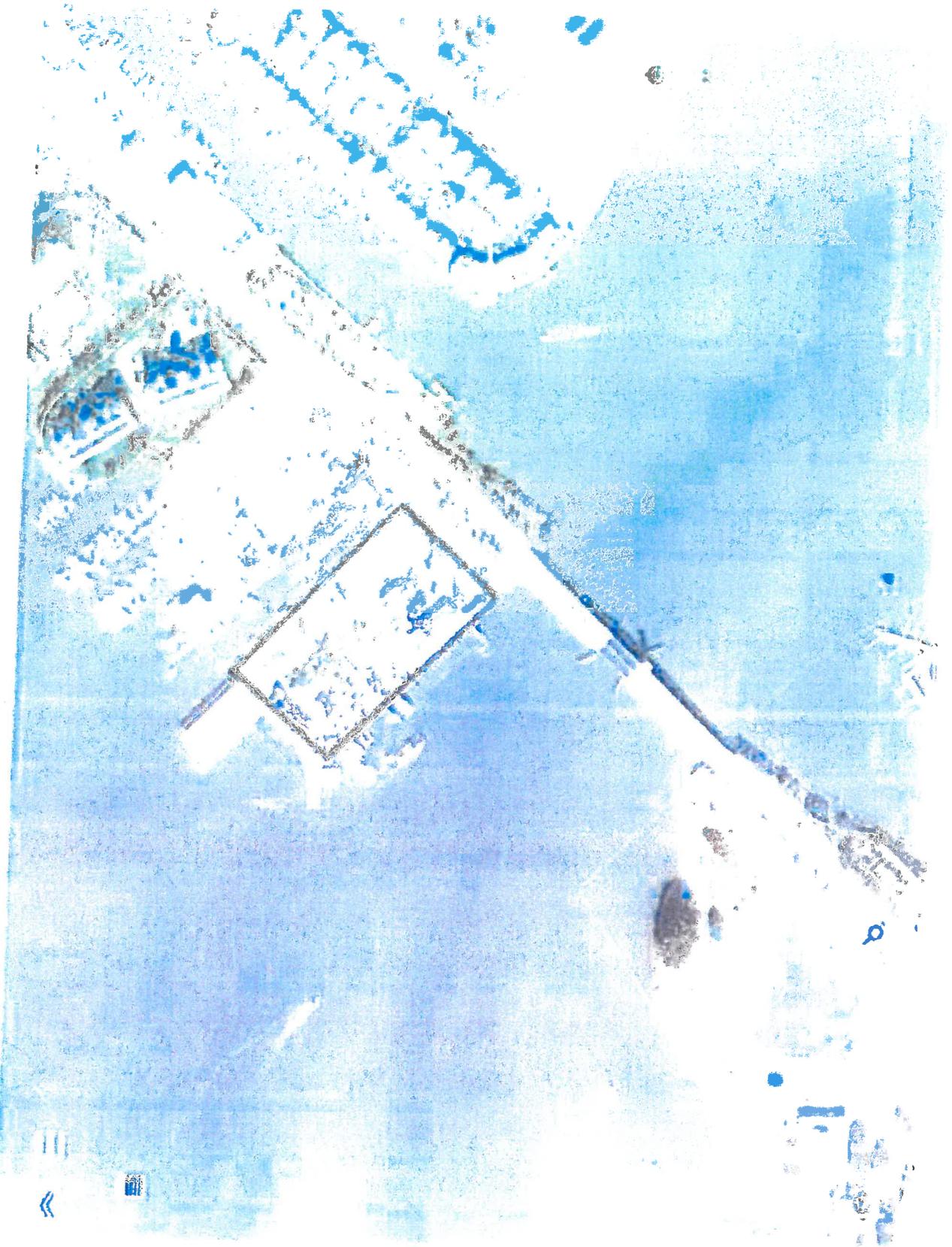
	City Limits
	Residential Research Zoning
	C-1
	C-2
	C-3
	C-4
	P-CSP
	PD
	R-1
	R-2
	R-3



# TOWN CENTER CHARACTER DISTRICTS MAP



SITE AERIAL



FLOOD ZONE MAP



APPROXIMATE SCALE



FEDERAL BUREAU OF INVESTIGATION

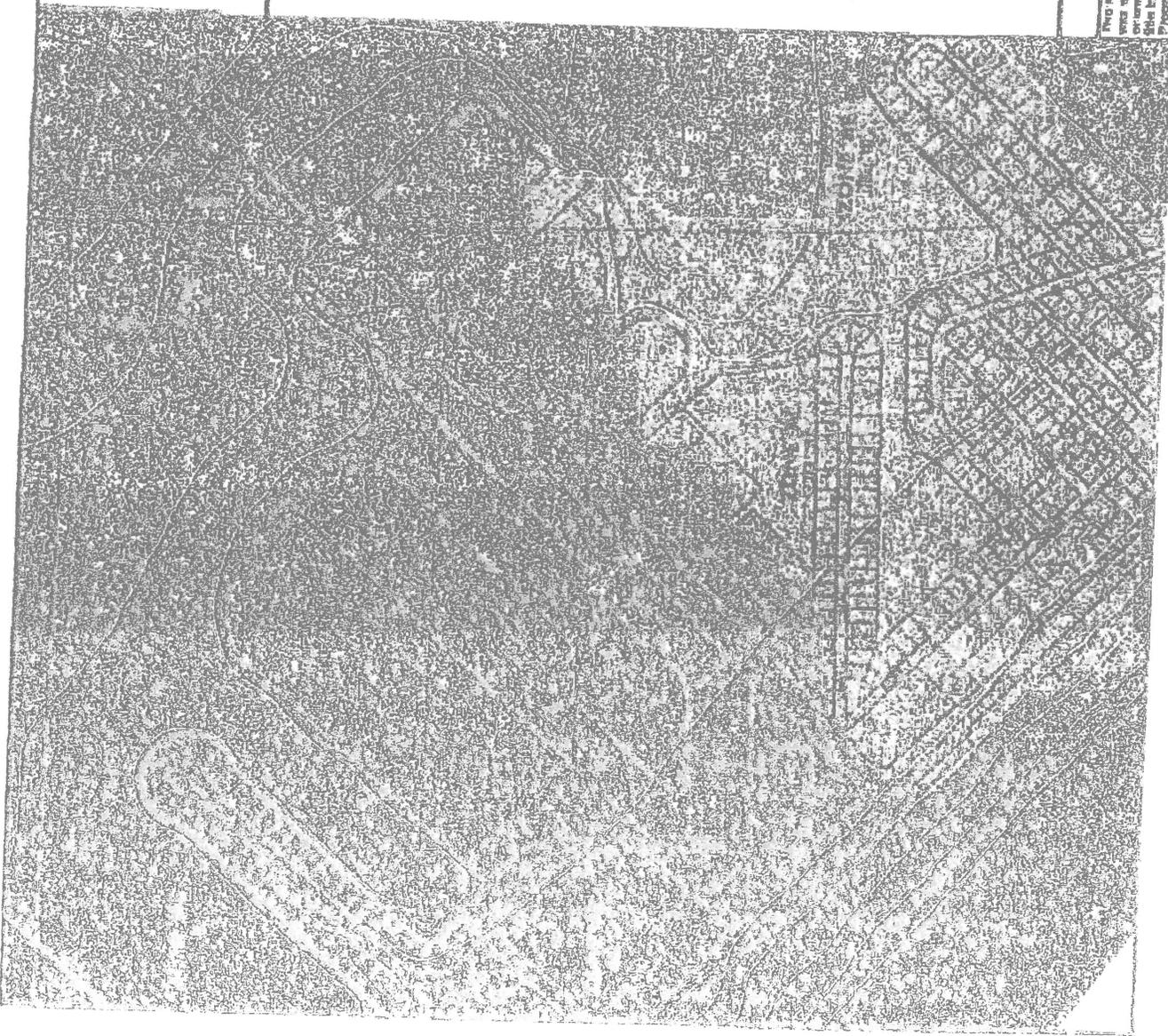
**FIRM**  
**FLORIDA EXCHANGE RATE MAP**  
**FLORIDA COUNTY,**  
**FLORIDA**  
**AND INDICATED AREAS**

DATE: 01/07/27  
THIS MAP WAS PREPARED FOR THE USE OF THE  
FEDERAL BUREAU OF INVESTIGATION  
AND IS NOT TO BE USED FOR ANY OTHER PURPOSE  
WITHOUT THE WRITTEN PERMISSION OF THE  
DIRECTOR, FBI

MAP NUMBER: 100-100000  
STANDARD DATE: SEPTEMBER 9, 2000

Federal Bureau of Investigation Agency

This is an official copy of a portion of the original...  
and corrected using F-107 Copy. This map shows...  
information which may have been made subsequent to the date on the...  
the date. For the latest broadcast information...  
Program Road maps always the F.B.I. Road Map...  
of new maps...



# C-4 AND PD ZONING REGULATIONS

## DIVISION 8. - C-4, MARINE COMMERCIAL

### Sec. 110-346. - Definition; purpose and intent.

The purpose of the C-4, marine commercial district is to provide for those commercial uses which are directly related to commercial and marine uses and associated services. The C-4, marine commercial district correlates with the commercial general (CG) category of the Countywide Plan.

(Code 1983, § 20-404; Ord. No. 1138, § 8, 12-9-08)

**Cross reference**— Definitions generally, § 1-2

### Sec. 110-347. - Permitted uses.

The permitted uses in the C-4, marine commercial district are as follows:

- (1) Marina and commercial docks.
- (2) Boat repair and sales.
- (3) Restaurants.
- (4) Tourist dwelling units.
- (5) Retail offices and personal service uses.
- (6) Commercial fishing activities.
- (7) Charter and party boat operations.
- (8) Adult entertainment establishments (article VI, division 13 of this chapter).
- (9) Dwelling units located on the second floor above first floor commercial or office units within this district.

(Code 1983, § 20-404; Ord. No. 1138, § 8, 12-9-08)

### Sec. 110-348. - Accessory uses.

The accessory uses in the C-4, marine commercial district are as follows:

- (1) Off-street parking.
- (2) Marine and boat storage.
- (3) Essential services.
- (4) Other accessory uses, customarily incidental to the permitted use.
- (5) Wireless communication antennas as regulated by article VI, division 12, subdivisions I, II and IV of this chapter.
- (6) Wireless communication towers shall be allowed, through special permit granted by the board of commissioners, as an alternative to prohibiting towers and only in the event substantial proof is submitted by an applicant which demonstrates that no existing tower, structure, or building can accommodate the applicant's proposed antenna. Wireless communication towers must further comply with the provisions of article VI, division 12, subdivisions I, II and IV of this chapter.

(Code 1983, § 20-404)

### Sec. 110-349. - Special exception uses.

about blank

12/8/2016

Medeira Beach, FL Code of Ordinances

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-4, marine commercial district:

- (1) Service stations.
- (2) Commercial, recreation and entertainment facilities.
- (3) Public administration and service facilities.
- (4) Drive-in or drive-through retail, personal service, business and financial services.
- (5) Churches, synagogues and other houses of worship.
- (6) Outdoor storage areas provided that the outdoor storage use is an accessory, is limited to areas in the CG land use category, and does not exceed 20 percent of the area of the building which is the principal use on the site.

(Code 1983, § 20-404; Ord. No. 1138, § 8, 12-9-08)

Sec. 110-350. - Minimum building site area requirements.

The minimum building site area requirements in the C-4, marine commercial district are as follows:

- (1) Lot size:
  - a. All permitted uses except tourist dwelling units: 4,000 square feet.
  - b. Residential dwellings above first floor commercial: 3,000 square feet per unit.
  - c. Public service facilities: Shall not exceed a maximum area of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.
- (2) Lot width:
  - a. All permitted uses except tourist dwellings: 40 feet.
  - b. Tourist dwellings: 60 feet.
- (3) Lot depth: All permitted uses 80 feet.
- (4) Within the CG land use category, the density shall be a maximum of 15 residential dwelling units or 60 temporary lodging units. A combination of both residential and tourist dwelling units may be permissible provided that the provisions of subsections 110-355(c) and (e) are met.

(Code 1983, § 20-404; Ord. No. 1043, § 3, 6-14-05; Ord. No. 1138, § 8, 12-9-08)

Sec. 110-351. - Building setback requirements.

The following minimum setbacks shall apply in the C-4, marine commercial district:

- (1) Front yard: 25 feet.
- (2) Rear yard: 18 feet.
- (3) Side yard:
  - a. Minimum of ten feet except as provided in the land development regulations.
  - b. Tourist dwelling units:
    1. For lots between 60 and 80 feet in width, the minimum side yard setback shall be ten feet.
    - 2.

For lot widths greater than 80 feet, the minimum side yard setback shall be as follows: A total of 33 percent of the lot width shall be reserved for side yard setbacks. In no event shall one side be less than the following:

- i. Lots less than 120 feet: ten feet.
- ii. Lots less than 240 feet: 15 feet.
- iii. Lots 240 feet or greater: 20 feet.

(Code 1983, § 20-404)

**Sec. 110-352. - Maximum building height.**

No structure in the C-4, marine commercial district shall exceed 30 feet in height or two stories, whichever is more restrictive, unless otherwise provided in the land development regulations.

(Code 1983, § 20-404)

**Sec. 110-353. - Maximum lot coverage.**

The maximum lot coverage in the C-4, marine commercial district is as follows:

- (1) Commercial general uses: Floor area ratio (FAR) 0.55; temporary lodging uses in the CG land use category FAR is 1.2, provided that the requirements of subsections 110-355(c) and (e) are met.
- (2) Public service facilities:
  - a. Institutional: Floor area ratio (FAR) 0.55.
  - b. Transportation/utility: Floor area ratio (FAR) 0.55.

(Code 1983, § 20-404; Ord. No. 1138, § 8, 12-9-08)

**Sec. 110-354. - Buffering requirements.**

- (a) Parking lots/garages for tourist dwellings and nonresidential uses in the C-4, marine commercial district shall be designed to minimize their impacts to any adjacent residential uses as established in the land development regulations.
- (b) During the development process, existing curb cuts in the C-4, marine commercial district shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.
- (c) All development within the C-4, marine commercial district in this category will meet or exceed the buffering/landscape requirements as outlined in chapter 106, article II.

(Code 1983, § 20-404)

**Sec. 110-355. - Special requirements.**

- (a) In the C-4, marine commercial district residential dwelling units are permitted on the second floor above ground floor commercial or office units within this district.
- (b) No structure in the C-4, marine commercial district may be wider than 150 feet parallel to the front yard right-of-way. If two structures are proposed on the same lot or parcel, the buildings shall be separated by a minimum of ten feet or equal to 50 percent of the height of the tallest building on the same parcel, whichever is more restrictive.
- (c) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.

(d)

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

- (e) Higher densities for temporary lodging shall be allowable only when a development agreement is adopted pursuant to the requirements of Section 4.2.7.6 of the Countywide Plan Rules.

(Code 1983, § 20-404; Ord. No. 1138, § 8, 12-9-08; Ord. No. 1173, § 1, 9-28-10)

Secs. 110-356—110-375. - Reserved.

## DIVISION 10. - PD, PLANNED DEVELOPMENT

### Sec. 110-386. - Purpose of planned development (PD) district.

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

In particular the PD district is intended, and shall be required, to be used in conjunction with any resort facilities high plan category; and for any project in the Town Center Special Area Plan that proposes to utilize the additive density/intensity provided for in the commercial core and the enumerated portions of the causeway sub-districts.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 2014-08, § 4, 11-12-14)

### Sec. 110-387. - Uses permitted.

No specific list of uses permitted is established for the PD district. 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 future land use map designation on the site.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 2014-08, § 4, 11-12-14)

### Sec. 110-388. - Application for PD zoning.

Applicants seeking to rezone lands to the PD district shall submit, simultaneous with the application for rezoning, the site development plan that accompanies and is the basis for the rezoning application. The applicant shall apply for a rezoning to the property and pay the application fee for a zoning change and pay the fee associated with the accompanying site development plan review process. The site development plan shall include all items required under the provisions of article II, site plans and further address all information required by this division.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1050, § 12, 8-9-05; Ord. No. 2014-08, § 4, 11-12-14)

### Sec. 110-389. - Procedure for approval of PD zoning.

The city shall review the application and required exhibits submitted pursuant to this division and shall determine that the documents are adequate as to form and informational content. The city manager or his/her designee shall then review the submittal with the appropriate city departments for their comments.

Subsequent to the review comments and discussion of the submittal, and of such modifications as the developer may make to it, the city manager or his/her designee shall prepare the recommendation and present it and the applicant's application to the local planning agency at a public hearing, which has been posted at least 15 days prior to the public hearing. For further details regarding the procedure for rezoning property, see chapter 2.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1050, § 12, 8-9-05)

12/8/2016

Medaire Beach, FL Code of Ordinances

**Sec. 110-390. - Reimbursement of expenses.**

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.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1072, § 6, 3-28-06)

**Sec. 110-391. - Review by local planning agency.**

The local planning agency shall review the rezoning application to ensure that the following zoning standards are met and shall recommend denial of the application if the following standards are not met. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner.

- (1) *Consistency with the comprehensive plan.* All zoning district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The zoning district assigned shall be consistent with the land use category of the future land use map.
- (2) *Land use compatibility.* The assigning of zoning districts shall promote the compatibility of adjacent land uses.
- (3) *Adequate public facilities.* The assigning of zoning districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards shall be considered in assigning zoning districts and there shall be reasonable assurance that the demand for services allowed in the proposed zoning district can be met.
- (4) *Public interest.* Zoning district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.
- (5) *Consistency with land development regulations.* Zoning district designations shall be consistent with the purpose and intent of these land development regulations.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1050, § 12, 8-9-05)

Editor's note--- Ord. No. 1050, § 12, adopted August 9, 2005, changed the title of § 110-391 from "Review by planning commission" to "Review by local planning agency."

**Sec. 110-392. - Neighborhood information meeting.**

Prior to consideration of the rezoning application and the proposed development plan by the board of commissioners, the applicant shall hold a neighborhood information meeting with property owners within 200 feet of the proposed development. The meeting must be held at a location and time convenient to the surrounding property owners to maximize attendance, subject to the following requirements:

- (1)

**Notification.** Two weeks prior to the meeting date, the applicant shall mail notices of the meeting date, time and place for all property owners inside a radius of 200 feet from the boundary of the proposed development, to the board of commissioners and shall post the property. The applicant shall inform the city manager or his designee of the proposed meeting date and time prior to sending out the notices. The city manager or his designee may require a change of time and/or date due to schedule conflicts or in order to accommodate advertising requirements for the upcoming board of commissioners consideration. Documentation of the mailed notice shall be provided to the city manager or his/her designee for verification. The city manager or his/her designee may require additional properties be issued a notice, if deemed appropriate.

- (2) **Applicant's presentation.** At the meeting, the applicant shall explain the proposed use of the subject property and make a copy of the preliminary site plan available for review by attendees. The applicant may also discuss the project's development objectives, design philosophy and proposed time schedule for completion.
- (3) **Question and answer period.** Upon completion of the presentation, time shall be reserved for a question and answer period. Questions should be limited to the proposal as presented, not to the question of whether the site should be developed or redeveloped. The applicant shall identify how potential conflicts will be mitigated.
- (4) **Record.** The applicant shall provide to the city both a written and video record of the neighborhood information meeting, including any representations made by the applicant to the attendees which shall become a requirement for the project.

Failure to conduct a neighborhood meeting when directed by the staff shall be cause for denial of an application for development or redevelopment.

(Ord. No. 1040, § 1, 4-26-05)

**Sec. 110-393. - Review by board of commissioners.**

In their analysis of the rezoning application and the proposed development plan submitted pursuant to this division, and prior to official action the board of commissioners shall consider the recommendation of the local planning agency and ensure the rezoning application is in conformance with the criteria listed in section 110-390.

The board of commissioners shall review the proposed development plan for compliance with the provisions of article II, site plans 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 applicable city plans and planning policies, and shall have a beneficial effect both upon the area of the city in which it is proposed to be established and upon the city as a whole.
- (3) Stipulations of approval of a planned development plan may include requirements to construct improvements, dedicate needed property and easements or contribute money to improvements to public facilities such as roadways, new medians, sanitary sewer and water facilities, drainage

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facilities, street lighting, landscaping, signage, parks and recreational facilities, walkways and sidewalks, burying of utility lines along abutting rights-of-way or adopted planned streetscape improvements.

- (4) A minimum of a five-foot sidewalk shall be provided along any street right-of-way or on private property by easement dedication if the right-of-way is of insufficient width.
- (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 facilities, recreation areas, building heights, sizes and yards, 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 standard zoning districts for similar development.
- (8) Open space shall be adequate for the type of development and the population density of the proposed development.
- (9) Outdoor storage of merchandise or materials shall be prohibited.
- (10) Areas proposed for common ownership shall be subject to a reliable and continuing maintenance guarantee.
- (11) All existing nonconforming signs or sign structures shall be removed.
- (12) 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.

Lastly, the board of commissioners must review the plans, drawings, and schematics for the proposed 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)

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- The project's scale, and the size, color and proportion of building elements, components and materials are appropriate and harmonious with surrounding neighborhood structures.
- (6) All mechanical equipment, electrical equipment, roof top equipment, refuse areas associated with this project shall be screened.
  - (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; 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.
  - (10) Signage and other building appurtenances are integral components of the building, appropriately scaled, and consistent in character with the building's overall design.
  - (11) The project incorporates defensible space concepts of crime prevention through environmental design. A lighting plan shall be provided to review safety considerations for pedestrians and motorists, as well as, environmental impacts.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1050, § 12, 8-9-05; Ord. No. 1090, § 1(Exh. A), 9-26-06)

Sec. 110-394. - Methods of documenting all approvals and conditions.

All plans, schematics, and conditions of a planned development approval will become part of a development order for the project. The development order shall state with specificity the development plan approved by the board of commissioners. The executed development order shall be recorded in the public records of Pinellas County prior to issuance of any building permit for the project.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1113, § 1, 6-26-07)

Sec. 110-395. - Effect of PD zoning.

Upon the rezoning of land to a PD district, the approved development plan, along with such requirements, safeguards, modifications or stipulations as may have been included by the board of commissioners in its rezoning action shall be substantially complied with relative to the issuance of all building permits, zoning clearances and certificates of occupancy by the city.

Deviation from the approved development plan or failure to comply with any requirement, safeguard, modification or stipulation imposed by the city at the time of rezoning land to the PD district shall constitute a violation of the Land Development Code, chapter 82.

(Ord. No. 1040, § 1, 4-26-05)

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**Sec. 110-396. - Changes in development plan.**

Minor modifications to an approved development order may be approved by the board of commissioners. A minor modification is one which does not increase the density or intensity of the development to occur upon the property; does not result in a reduction or change of previously approved setbacks, open space or public improvements; does not increase the height of the development to occur upon the property; or does not substantially alter the location of any improvements approved for the site.

There shall be no other modifications of any approved development order permitted by the board of commissioners, without a public hearing. Any applicant desiring such other modifications to an approved development order or development plan must commence the planned development approval process anew. Any such applicant must pay the applicable fee and submit the application for a modification to the development order. Such application shall be processed in the same manner as the board of commissioners considered the original development plan, including a public hearing. An amended development order issued pursuant to section 110-394 shall reflect any changed or modified approvals and be recorded in the public records of Pinellas County.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1113, § 1, 6-26-07)

**Sec. 110-397. - Time limitations.**

- (a) Upon failure to complete plans, drawings, and schematics 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 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, drawings, and schematics 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 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 12 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. 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 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.

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Melrose Beach, FL Code of Ordinances

- (f) After the commencement date described in subsection (a), no building permit or development order for a new or expanded structure shall be issued under the terms of the PD district without the board of commissioner's approval. Authorization of the PD district shall not create a right to such issuance.
- (g) "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.

All time limitations set forth in this section shall be applicable to all PD applications filed with the city, as of September 26, 2006.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1090, § 1(Exh. A), 9-26-06)

Secs. 110-398—110-400. - Reserved.

TOWN CENTER SPECIAL AREA PLAN – CAUSEWAY DISTRICT STANDARDS



## MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN

designs are consistent with the Town Center Special Area Plan. As pointed out above, when a proposal is for a change to the PD zoning, the applicant provides a preliminary site plan with proposed site design standards and features. This preliminary site plan can be reviewed with the Planning Commission to ensure that the concepts are acceptable and consistent with the Special Area Plan. Once this preliminary site plan is approved, the final site plan can be reviewed and approved at the staff level to ensure that all standards are met.

### General Design Features of Each District

During proposed redevelopment, the following design features will be required:

#### **Transition District**

- Access should be off of a street other than Gulf Boulevard
- Properties qualify for shared parking provisions

#### **Peninsula District**

- Properties qualify for shared parking provisions
- Civic building should be built on axis with Municipal Drive
- Require easement for bayfront walk on Boca Ciega Bay

#### **Commercial Core District**

- First story commercial activity to be required
- Inter-parcel access is required for properties north of Madeira Way
- Access should be off of a street other than Gulf Boulevard where possible
- Properties qualify for shared parking provisions
- All buildings shall be a minimum of two stories
- Require easement for bayfront walk on Boca Ciega Bay
- No parking is required for the triangle of properties bounded by Madeira Way, Gulf Boulevard, and 150<sup>th</sup> Avenue
- Require pedestrian easement from 1<sup>st</sup> Street East to Municipal Drive for the triangle of properties in the parking waiver area bounded by Madeira Way, Gulf Boulevard, and 150<sup>th</sup> Avenue
- Consider a pedestrian easement across proposed redevelopment of the Carter property to provide access between the parking garage and the civic building area
- Residential and/or temporary lodging units must be located on an upper floor



## MADEIRA BEACH TOWN CENTER SPECIAL AREA PLAN

### **Beachfront District**

- View from Madeira Way to the beach should be improved
- View southeast from 150<sup>th</sup> Avenue should be re-established upon redevelopment

### **Causeway District**

- Inter-parcel access is required for all properties
- Properties qualify for shared parking provisions

### Design Guidelines - Site Design Requirements

#### **Building Setbacks**

- Throughout the Town Center , building setbacks should be no more than 20 feet
- No parking, loading, or driveways should occur between the building and the right-of-way in the front setback; this area should be for landscaping and pedestrian uses only
- On Madeira Way, the building should be at the right-of-way line, or it should have an extension such as an awning or arcade that extends to the right-of-way line.

## APPLICATION PACKAGE



CITY OF MADEIRA BEACH

COMMUNITY DEVELOPMENT USE ONLY:

CASE NO. \_\_\_\_\_ MAP SHEET#: \_\_\_\_\_

PROJECT REVIEW APPLICATION

APPLICATION FEE: \_\_\_\_\_

FILING DATE: \_\_\_\_\_

PROJECT

- L A. Project Name: Holiday Isle Marina
- B. Project Description: Planned Development of a 175 key Hotel, 150 key Condo Hotel, 66 condominium units, 25,000 square feet of Commercial, Marina slips, and associated parking.
- C. Address of Subject Property: 555 & 556 150th Street, Madeira Beach, Florida 33708
- D. Parcel I.D. No.: Parcels (A) 09-31-15-00000-110-0100, (B) 09-31-15-00000-140-0100, (C) 09-31-15-00000-140-0120, (SLL A) 09-31-15-00000-140-0110, (SLL B) 09-31-15-00000-110-0200
- E. Legal Description: See Attached Exhibit - Sheet A100

Full legal description attached: \_\_\_\_\_

- F. Existing use of property: Marina, Wet and Dry slips, Vacant Commercial Land, YES  NO

INFORMATION IN SECTIONS I, II IS REQUIRED TO ENSURE THAT PUBLIC OFFICIALS DO NOT VIOLATE CONFLICT-OF-INTEREST LAWS.

APPLICANT

- II. A. Applicant Status: Attach proof of ownership (Deed) Owner (title holder)  Agent
- B. Name of Applicant(s)/Contact Person(s): James Holton Title: \_\_\_\_\_
- Company Name (if applicable): C&T Enterprises INC., MHH Enterprises INC.,
- Mailing Address: C&T: 5600 4th St N Ste 400, Madeira Beach FL 33702, MHH: 150 150th Ave Ste 205, Madeira Beach, FL 33708
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- Telephone \_\_\_\_\_ Fax \_\_\_\_\_ e-mail: \_\_\_\_\_
- C. If applicant is agent for property owner: Attach Proof of Agent authorization
- Name of owner (title holder): \_\_\_\_\_
- Mailing Address: \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

ADDITIONAL INFORMATION

- III. A. Is there any existing contract for sale, or options to purchase subject property? Yes  NO
- If "yes" list names of all parties involved: \_\_\_\_\_
- Is the contract/option contingent or absolute? \_\_\_\_\_

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO BEST OF MY/OUR KNOWLEDGE

Signature of Applicant

*[Handwritten Signature]*

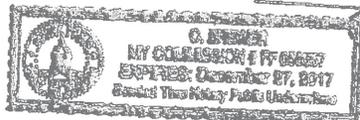
Typed of Print Name & Title

STATE OF Florida

COUNTY OF Pinellas

The foregoing application is acknowledged before me this 4th day of September 2015 by James Holton who before personally known to me, or who has/has produced \_\_\_\_\_ as Identification.

(Seal)



Signature of Notary Public, State of Florida

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO BEST OF MY/OUR KNOWLEDGE

*[Handwritten Signature]*  
Signature of Applicant

Printed Name & Title

STATE OF Florida

COUNTY OF Pine Hills

The foregoing application as acknowledged before me this 4th day of September, 2015

by James Holton

who is/are personally known to me, or has/have

produced

as identification.

(Seal)



*[Handwritten Signature]*  
Signature of Notary Public, State of Florida



CITY OF MADEIRA BEACH  
300 MUNICIPAL DRIVE • MADEIRA BEACH, FLORIDA 33708  
PHONE (727) 391-9951 • FAX (727) 395-9361  
www.madeirabeachfl.gov



**REZONING APPLICATION FOR PLANNED DEVELOPMENT**

Zoning Change.....\$1,000.00

Land Use Change.....\$1,000.00

*\*(If Applicant is NOT the property owner, signed and notarized authorization of this rezoning application from the land owner must be submitted with the rezoning application materials)*

\*Applicant: Name and Address

\*Property Owner: Name and Address

James Holton

James Holton

C&T Enterprises INC. & MHH Enterprises INC.,

C&T Enterprises INC. & MHH Enterprises INC.,

C&T: 9600 4th St N Ste 400, Madeira Beach FL 33702.  
MHH: 150 153rd Ave Ste 203, Madeira Beach, FL 33708

C&T: 9600 4th St N Ste 400, Madeira Beach FL 33702.  
MHH: 150 153rd Ave Ste 203, Madeira Beach, FL 33708

Telephone: 727-399-0040

Telephone: 727-399-0040

Application for the property located at: (Street Address or location of the vacant lot)

555 & 556 150th Street, Madeira Beach, Florida 33708

Legal Description: See Attached Exhibit - Sheet A100

Approximate Lot Area: 4.59 AC Width: 609 ft Depth: 331 ft

Present Use: Marina, Wet and Dry slips, Vacant Commercial Land,

Proposed Use: Planned Development of a 175 key Hotel, 150 key Condo Hotel,  
66 condominium units, 25,000 square feet of Commercial, Marina slips,  
and associated parking.

\*PLEASE attach required supporting materials (i.e. Survey, Narrative Response to the criteria upon which a rezoning to Planned Development is determined (see attached page), and any other materials the applicant wishes to present.\*

**ALL REZONING APPLICATIONS  
FOR PLANNED DEVELOPMENT DISTRICT  
SHALL SUBMIT A RESPONSE  
TO THE CRITERIA LISTED BELOW**

1. **Consistency with the comprehensive plan.** All zoning district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The zoning district assigned shall be consistent with the land use category of the future land use map.

The Pinellas Countywide FLUP and Madeira Beach Special Area Plan, require the PD category to be used for proposed large scale, mixed use developments in this district. Among the goals of this plan are to :

- Create a unique sense of place for the Town Center, and create a sense of arrival for those entering the area
- Promote a wide variety of uses to create an activity center for both local residents and tourists.
- Sets a standard for urban design so that new development and redevelopment in the Town Center contributes to the public realm.
- Increase the number of temporary lodging units (and maintain existing residential units in the Town Center that have the quality characteristics included in the Special Area Plan.
- Improve pedestrian and bicycling access to all major destinations within the Town Center, including the parks, the beach, retail properties and civic destinations.

2. **Land use compatibility.** The assigning of zoning districts shall promote the compatibility of adjacent land uses

The redevelopment of this property will set a standard and promote redevelopment of older properties in a manner that contributes to the quality of urban design in the Town Center. The adjacent parcels are also in the PD category per the FLUP.

As a mixed use project, this proposal includes marina components, waterfront retail/restaurant, in addition to the residential and tourist accomodation uses, thus maintaining the local waterfront / tourist focused character while adding additional uses desired by the Madeira Beach Special Area Plan.

3. **Adequate public facilities.** The assigning of zoning districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards shall be considered in assigning zoning districts and there shall be reasonable assurance that the demand for services allowed in the proposed zoning district can be met.

Per the Madeira Beach Special Area Plan and the FLUP, a higher intensity of use is anticipated for this area and improvements and increases in the capacity of the public facilities is planned. The City planning and management staff indicated that there is adequate sewer and water capacity to handle this scope of a project.

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.

4. **Public Interest.** Zoning district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

This plan addresses the goals and requirements of the Madeira Beach Special Area Plan with special regard to promoting public welfare and safety. The design of this plan takes special care to create a pedestrian friendly streetscape and for providing an open and vibrant environment. The plan provides for good land planning design in the pedestrian access to the water's edge, adequate and clear and safe wayfinding, and a good separation between, pedestrians, guest and resident vehicular travel and parking, and service and loading access.

The facility will also meet all required building and zoning codes.

5. **Consistency with Land Development Regulations.** Zoning district designations shall be consistent with the purpose and intent of these Land Development Regulations

The proposed plan has been designed under the current LDRs, to the extent that the extant requirements apply. Because this is a PD application in a PD zone, this plan will be reviewed by the required local and state authorities for compliance with current LDR requirements and any requests or variances not in the current requirements will be adequately vetted and codified.

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 have received a copy Ordinance 1040 (attached), read and understand the reasons necessary for granting this application and the procedure, which will take place at the Public Hearing.

Date: 9/4/15 Property owner's signature: *[Signature]*

Before me, this 4th day of September 2015, appeared in person

James Holton (name of property owner) who, being sworn, deposes and says that the forgoing

is true and correct certification.

STATE OF FLORIDA  
COUNTY OF PINELLAS - NOTARY SIGNATURE

*[Signature]*

Personally Known to me:

Commission Expires: December 27, 2017  
Stamp

Identification Taken: \_\_\_\_\_



NOTICE: Persons are advised that, if they decide to appeal any decision made at this hearing, 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.

# PINELLAS COUNTY PROPERTY APPRAISER'S DATABASE INFORMATION

12/4/2015

Property Appraiser General Information

Interactive Map (Click Here) Sales Graph Eject to Query Results Tax Collector Home Page Contact Us

09-31-15-00000-110-0100  
Compact Property Record Card

Data Current as of December 04, 2015

Email Print Radius Search

Improvement Value per F.S. 553.844

Ownership/Mailing Address <a href="#">Change Mailing Address</a>	Efile Address
C & T ENTERPRISES INC 9800 4TH ST N STE 200 MADRIRA BEACH FL 33702-2462	565 150TH AVE MADRIRA BEACH



Property Use: 1090 (Vacant Commercial Land w/KFSB)

Living Units:

[click here to hide] Legal Description:

PT OF GOVT LOT 1 IN SEC 9 & 10-31-15 DEEC AS FR S LN OF GOVT LOT 1 & C/L OF 150TH AVE TH N44DE 2099.16 FT TH E46DE 50FT FOR POB TH N44DE 175FT TH E46DW 300FT TH E46DW 175FT TH N46DW 300FT TO POB CONT 1.21AC(C)

<input checked="" type="checkbox"/> <a href="#">File for Homestead Exemption</a>			2015 Parcel Use
Exemption	2015	2014	Homestead Use Percentage: 0.00% Non-Homestead Use Percentage: 100.00% Classified Agricultural: No
Homestead:	No	No	
Government:	No	No	
Institutional:	No	No	
Historic:	No	No	

Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)

Most Recent Encroaching	Sales Comparison	Genus Direct	Evacuation Zone	Plot Book/Page
0038270446		121050276012	(NOT BEING AS A FEMA Flood Zone)	A

2015 Estimate Value Information

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	\$674,815	\$620,242	\$620,242	\$674,815	\$630,242

[click here to hide] Value History is Certified (yellow indicates correction on file)

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	No	\$674,815	\$620,242	\$620,242	\$674,815	\$630,242
2014	No	\$630,462	\$583,856	\$583,856	\$630,462	\$583,856
2013	No	\$581,000	\$581,000	\$581,000	\$581,000	\$581,000
2012	No	\$580,500	\$580,500	\$580,500	\$580,500	\$580,500
2011	No	\$580,125	\$580,125	\$580,125	\$580,125	\$580,125
2010	No	\$658,219	\$658,219	\$658,219	\$658,219	\$658,219
2009	No	\$780,938	\$780,938	\$780,938	\$780,938	\$780,938
2008	No	\$829,600	\$829,600	\$829,600	\$829,600	\$829,600
2007	No	\$1,125,000	\$1,125,000	\$1,125,000	N/A	\$1,125,000
2006	No	\$1,338,800	\$1,338,800	\$1,338,800	N/A	\$1,338,800
2005	No	\$1,725,000	\$1,725,000	\$1,725,000	N/A	\$1,725,000
2004	No	\$1,500,000	\$1,500,000	\$1,500,000	N/A	\$1,500,000
2003	No	\$1,375,000	\$1,375,000	\$1,375,000	N/A	\$1,375,000
2002	No	\$1,100,000	\$1,100,000	\$1,100,000	N/A	\$1,100,000
2001	No	\$957,200	\$957,200	\$957,200	N/A	\$957,200
2000	No	\$952,000	\$952,000	\$952,000	N/A	\$952,000
1999	No	\$944,800	\$944,800	\$944,800	N/A	\$944,800
1998	No	\$959,700	\$959,700	\$959,700	N/A	\$959,700
1997	No	\$956,500	\$956,500	\$956,500	N/A	\$956,500
1996	No	\$954,900	\$954,900	\$954,900	N/A	\$954,900

2015 Tax Information

[Click Here for 2015 Tax Bill](#)

Tax Collector: 10-20-2016 Tax Bill: October 31

2015 Final Millage Rate: 16.2160

2015 Est Taxes w/o Cap or Exemptions: \$12,295.04

[Click here for more information.](#)

Required Sales	Book/Page	Price	Q/U	Y/Z
No recent sales on record				

2015 Land Information

Escrow: No	Land Use	Land Use	Unit Value	Units	Total Adjustment	Adjusted Value	Method
	Vacant Commercial (10)	175x301	15.00	52500.0000	1.0000	1787,500	SP

12/4/2016

Property Appraiser General Information

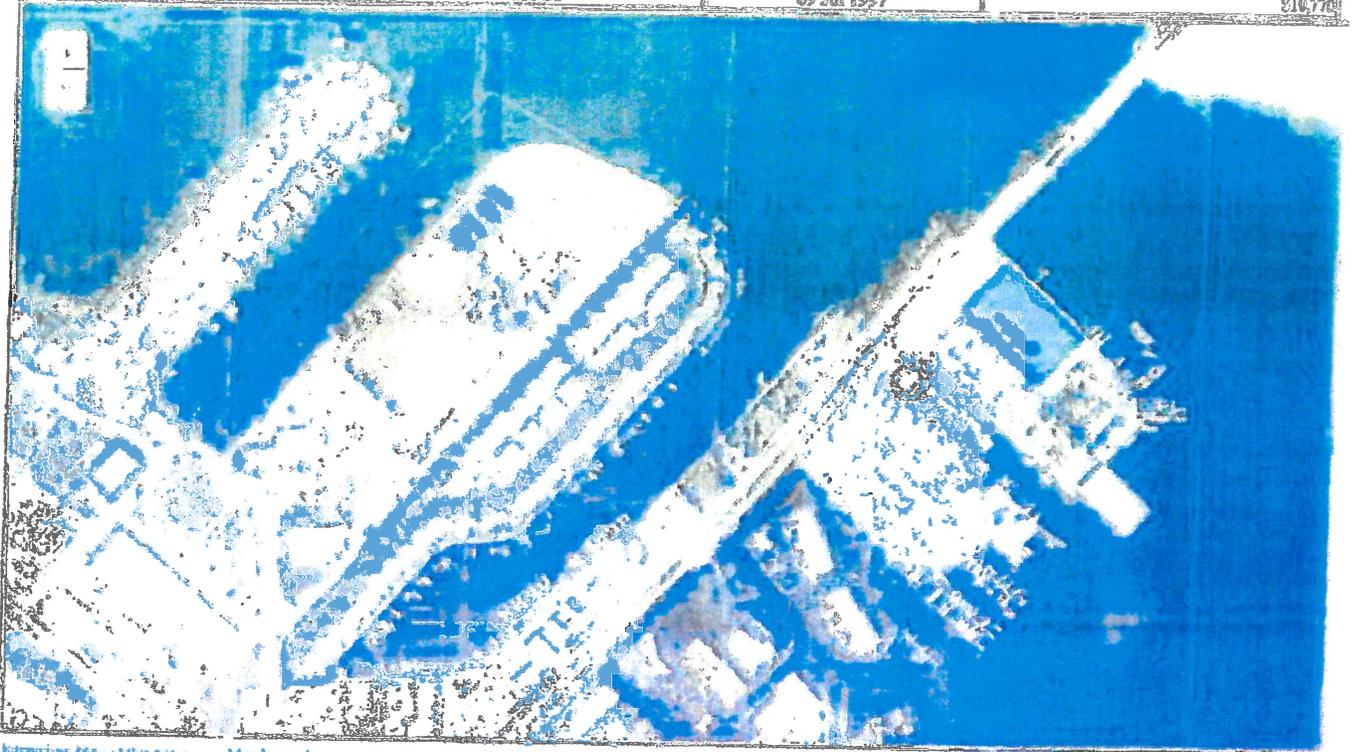
(click here to hide) 2015 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
DOCK	\$25.00	640.00	\$16,000.00	\$6,400.00	1990
ASPHALT	\$0.00	12,630.00	\$0.00	\$0.00	1963

(click here to hide) Permit Data

Permit & Status Code is resolved from the County and Cities. This list may be incomplete and may include permits that do not result in this report. For status, go to online backlogs (permits) list and expand to District. All improvements, such as major electrical, mechanical, plumbing, or fire, should be reported to the permitting office to which the structure is located.

Permit Number	Permit Type	Issue Date	Estimated Value
201400270	SPECIAL USE	24 Apr 2014	\$6,000
201010147	SPECIAL USE	19 May 2010	\$6,000
009299303	DOCK	19 May 2003	\$0
97878	PATIO/DECK	10 Feb 1998	\$4,110
57409	ROOF	09 Jul 1997	\$10,770



[Interactive Map](#) | 
 [Map Legend](#) | 
 [Sales Query](#) | 
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12/4/2015

Property Appraiser General Information

Interactive Map of this parcel

Split: Open

Back to Open Results

Tax Collector Home Page

Contact Us

View

09-31-15-00000-110-0200

Compact Property Record Card

Data Current as of December 04, 2015

Email Print

Radius Search

Improvement Value per F.S. 553.844

<b>Ownership/ Mailing Address</b> FL INT IMP FUND TRS C/O C & T ENTERPRISES INC 9800 4TH ST N STE 200 ST PETERSBURG FL 33702-2462	<b>Change Mailing Address</b>	<b>Site Address</b> 0 WELCH CSWY MADEIRA BEACH
---	-------------------------------	--



Property Use: 9560 (Submerged Land - river, lake)

Living Units:

(click here to hide) Legal Description: TRF SLL #321729203 O.R. 17072/2479 UNTIL 6/12/2016 SUBM LEASE IN NW 1/4 OF SEC 10-31-15 FROM POINT ON C/L OF 150TH AVE & S LINE OF GOVT LOT 1 IN NE 1/4 OF SEC 9-31-15 TH NELY 2274.18FT ALG C/L OF 150TH AVE TH S46D08'32"E 121.1FT FOR POB TH N43D51'28"E 86 FT TH S46D08'32"E 50FT TH S43D51'28"W 39FT TH S46D08'32"E 151FT TH S43D51'28"W 30FT TH N46D08'32"W 156FT TH S43D51'28"W 19FT TH N46D08'32"W 45FT TO POB

<input checked="" type="checkbox"/> <b>File for Homestead Exemption</b>			<b>2015 Parcel Use</b>	
<b>Exemption</b>	<b>2015</b>	<b>2016</b>		
Homestead:	No	No	Homestead Use Percentage: 0.00%	
Government:	Yes	Yes	Non-Homestead Use Percentage: 100.00%	
Institutional:	No	No	Classified Agricultural: No	
Historic:	No	No		

<b>Parcel Information: Latest Notice of Proposed Property Taxes (TRIM Notice)</b>				
<b>Most Recent Recording</b>	<b>Sales Comparison</b>	<b>Census Tract</b>	<b>Evacuation Zone</b> (NOT ON MAPS IN FEMA Flood Zone)	<b>Print Each Page</b>
0771370772		121030278012	A	

<b>2015 Interior Value Information</b>					
<b>Year</b>	<b>Inst/Market Value</b>	<b>Assessed Value/ SOH Cap</b>	<b>County Taxable Value</b>	<b>School Taxable Value</b>	<b>Municipal Taxable Value</b>
2015	\$170	\$170	\$0	\$0	\$0

<b>Value History as Certified (yellow indicates correction on file)</b>						
<b>Year</b>	<b>Homestead Exemption</b>	<b>Inst/Market Value</b>	<b>Assessed Value/ SOH Cap</b>	<b>County Taxable Value</b>	<b>School Taxable Value</b>	<b>Municipal Taxable Value</b>
2015	No	\$170	\$170	\$0	\$0	\$0
2014	No	\$170	\$170	\$0	\$0	\$0
2013	No	\$170	\$170	\$0	\$0	\$0
2012	No	\$170	\$170	\$0	\$0	\$0
2011	No	\$170	\$170	\$0	\$0	\$0
2010	No	\$17,000	\$17,000	\$16,800	\$16,800	\$16,800
2009	No	\$17,765	\$17,765	\$17,565	\$17,565	\$17,565
2008	No	\$18,530	\$18,530	\$18,330	\$18,330	\$18,330
2007	No	\$18,700	\$18,700	\$18,500	\$18,500	\$18,500
2006	No	\$20,100	\$20,100	\$19,900	N/A	\$19,900
2005	No	\$17,300	\$17,300	\$17,100	N/A	\$17,100
2004	No	\$13,500	\$13,500	\$13,300	N/A	\$13,300
2003	No	\$14,000	\$14,000	\$13,800	N/A	\$13,800
2002	No	\$5,100	\$5,100	\$4,900	N/A	\$4,900
2001	No	\$5,100	\$5,100	\$4,900	N/A	\$4,900
2000	No	\$12,400	\$12,400	\$12,400	N/A	\$12,400
1999	No	\$12,400	\$12,400	\$12,400	N/A	\$12,400
1998	No	\$12,400	\$12,400	\$12,400	N/A	\$12,400
1997	No	\$13,300	\$13,300	\$13,300	N/A	\$13,300
1996	No	\$19,100	\$19,100	\$19,100	N/A	\$19,100

<b>2015 Tax Information</b>		<b>2015 Lien Information</b>	
<b>Click Here for 2015 Tax Bill</b> The Current 2015 Tax Bill is \$11.10	<b>The District:</b> MB	<b>Recorded Sales</b> (Click on linked sales): See all transactions	<b>View:</b>
<b>2015 Final Millage Rate</b>	18.2169	<b>Sale Date</b>	<b>Each Page</b>
<b>2015 Est Taxes w/o Cap or Exemptions</b>	\$3.10	<b>Price</b>	<b>Q/U</b> <b>Y/N</b>
No recent sales on record			

Scanfile: No 2015 Lien Information Preparer: None

9/24/2015

Property Appraiser General Information

Interactive Map (Click Here)

Sale Order

Assess to Order Results

See Collector Home Page

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PDF

09-31-15-00000-140-0100

Compact Property Record Card

Data Current as of December 04, 2015

Email Print

Radius Search

Improvement Value: per F.S. 553.844

Ownership/Mailing Address <a href="#">Change Mailing Address</a>	Site Address
M H F ENTERPRISES INC 150 153RD AVE STE 203 MADRID BEACH FL 33708-1E56	0 150TH AVE MADRID BEACH



Property Use: 2048 (Marina - Boat Storage (High & Dry or Wet Slip))

Living Units:

[click here to hide] Legal Description:

PT OF GOVT LOT 1 IN NE 1/4 OF SEC 9 & PT OF NW 1/4 OF SEC 10 DESC FROM S LN OF GOVT LOT 1 & C/L OF 150FT AVE TH N46DE 1916FT TH S46DE 50FT FOR POB TH N44DE 181FT TH S46DE 300FT TH N44DE 175FT TH S46DE 300FT TH S44DW 82FT TH N46DW 45FT TH S44DW 120FT TH S46DE 45FT TH S44DW 128 FT TH N46DW 550FT TH S44DW 25FT TH N46DW 50FT TO POB CONT 3.56AC (C)

File for Homestead Exemption

2015 Parcel Use

Exemption:	2015	2016	Homestead Use Percentage: 0.00% Non-Homestead Use Percentage: 100.00% Classified Agricultural: No
Homestead:	No	No	
Government:	No	No	
Institutional:	No	No	
Historic:	No	No	

Parcel Information [Latest Notice of Proposed Property Taxes \(CRIM Notice\)](#)

Most Recent Recording	Sales Comparison	Crease Tract	Eviction Zone	Flat Book/Page
056701371	<a href="#">Sales Query</a>	121050278012	CSOT (See www.fema.gov)	A

2015 Historic Value Information

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	\$1,418,300	\$1,418,300	\$1,418,300	\$1,418,300	\$0,618,916

[click here to hide] Value History or Certified (yellow indicates correction on file)

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	No	\$1,418,300	\$1,418,300	\$1,418,300	\$1,418,300	\$1,418,300
2014	No	\$1,418,200	\$1,418,200	\$1,418,200	\$1,418,200	\$1,418,200
2013	No	\$1,591,297	\$1,591,297	\$1,591,297	\$1,591,297	\$1,591,297
2012	No	\$1,591,967	\$1,591,967	\$1,591,967	\$1,591,967	\$1,591,967
2011	No	\$2,172,736	\$2,172,736	\$2,172,736	\$2,172,736	\$2,172,736
2010	No	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
2009	No	\$2,675,000	\$2,675,000	\$2,675,000	\$2,675,000	\$2,675,000
2008	No	\$3,011,700	\$3,011,700	\$3,011,700	\$3,011,700	\$3,011,700
2007	No	\$2,650,700	\$2,650,700	\$2,650,700	N/A	\$2,650,700
2006	No	\$2,500,000	\$2,500,000	\$2,500,000	N/A	\$2,500,000
2005	No	\$1,656,800	\$1,656,800	\$1,656,800	N/A	\$1,656,800
2004	No	\$1,440,900	\$1,440,900	\$1,440,900	N/A	\$1,440,900
2003	No	\$1,341,300	\$1,341,300	\$1,341,300	N/A	\$1,341,300
2002	No	\$1,273,300	\$1,273,300	\$1,273,300	N/A	\$1,273,300
2001	No	\$1,273,700	\$1,273,700	\$1,273,700	N/A	\$1,273,700
2000	No	\$1,260,100	\$1,260,100	\$1,260,100	N/A	\$1,260,100
1999	No	\$1,260,100	\$1,260,100	\$1,260,100	N/A	\$1,260,100
1998	No	\$1,230,600	\$1,230,600	\$1,230,600	N/A	\$1,230,600
1997	No	\$1,230,600	\$1,230,600	\$1,230,600	N/A	\$1,230,600
1996	No	\$1,230,000	\$1,230,000	\$1,230,000	N/A	\$1,230,000

2015 Tax Information

[Click Here for 2015 Tax Bill](#)

The Collector Will Mail 2015 Tax Bills On: 01

2015 Final Millage Rate: 18.2169

2015 Elect Taxes w/o Cap or Exemptions: \$25,837.00

Click here for more information.

Recent Sales: [What are Recent Sales?](#) [See all transactions](#)

Sale Date	Book/Page	Price	O/U	Y/U
No recent sales on record				

2015 Land Use Value

Sozwall: No	Land Use: Airport/Bus Term (20)	Land Size: 0.00	Unit Value: 15.00	Units: 142165.0000	Total Adjustments: 1.0000	View: Adjusted Value: \$2,131,575	Method: SF
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12/4/2015

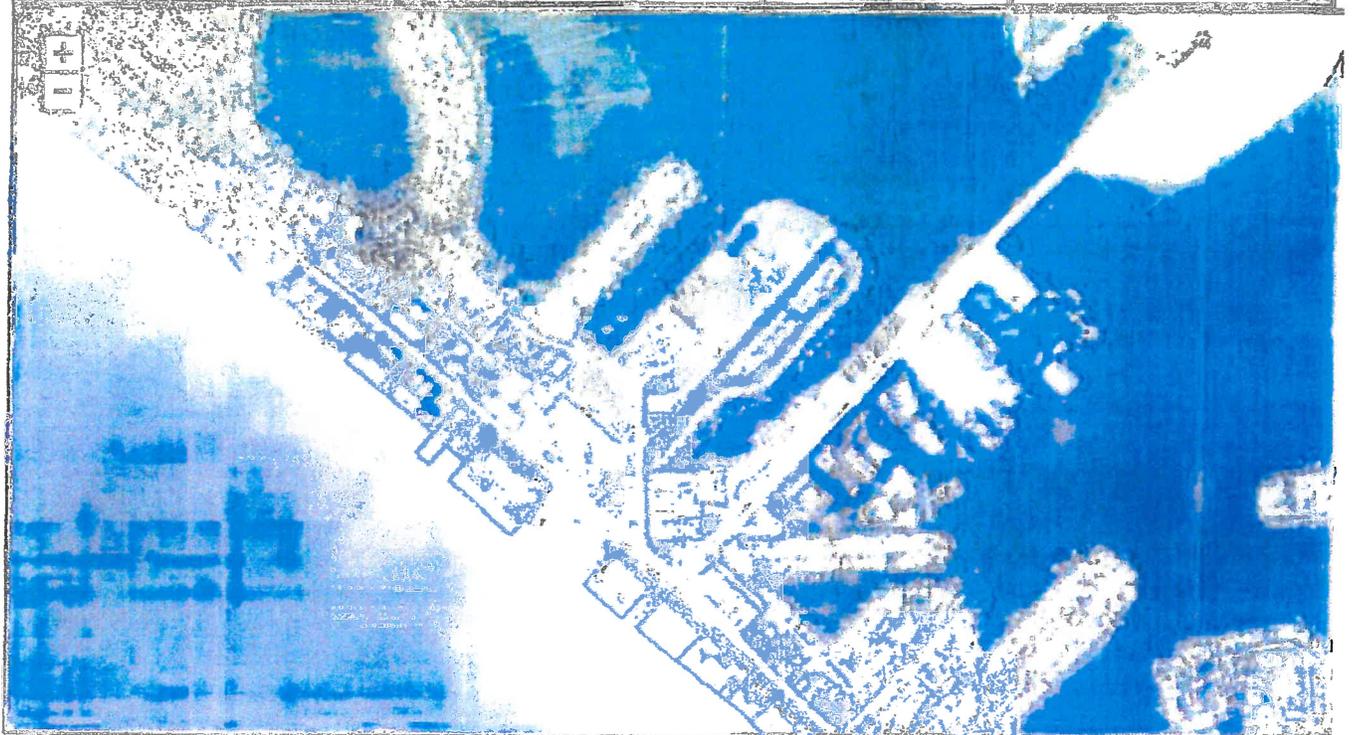
Property Appraiser General Information

[click here to hide] 2015 Extra Features					
Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
BOATHS/CV	\$6.00	20,000.00	\$120,000.00	\$120,000.00	1993
BOAT SLIP	\$10,000.00	49.00	\$490,000.00	\$490,000.00	1993
ASPHALT	\$1.75	29,200.00	\$51,100.00	\$51,100.00	0
CONC PAVE	\$6.00	15,610.00	\$93,660.00	\$93,660.00	0
FENCE	\$15.00	1,140.00	\$17,100.00	\$7,182.00	1992

[click here to hide] Permit Data

Permit information is provided from the County and often. This data may be incomplete and may exclude permits and the estimated in field values (for example the water heater replacement permit). We are required to list all improvements, which may include any addition, any exterior structural changes, electrical or plumbing, any other in which the structure is changed.

Permit Number	Description	Issue Date	Estimated Value
CB313902	COMMERCIAL ADD	09 Mar 2005	\$15,000
CB308946	DEMOLITION	20 Dec 2004	\$0
CB308825	SPECIAL USE	16 Dec 2004	\$38,000
CB308115	SPECIAL USE	06 Dec 2004	\$40,000
CA346894	DOCK	18 Aug 2004	\$0
CB284172	SPECIAL USE	15 Oct 2003	\$2,499
BC2798799	DOCK	03 Jan 2000	\$0
CB205661	DEMOLITION	28 Oct 1999	\$6,500
CB201502	SHED	05 Aug 1999	\$600
97542	COMMERCIAL ADD	04 Nov 1997	\$2,000
97147	COMMERCIAL ADD	14 May 1997	\$8,500



[Interactive Map of this parcel](#)   [Map Legend](#)   [Select Query](#)   [Back to Query Results](#)   [New Search](#)   [JAX Collector Home Page](#)   [LAWRENCE](#)

12/4/2015

Property Appraiser General Information

Interactive Map of this parcel

Sales Query

Back to Query Results

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Contact Us

WM

09-31-15-00000-140-0110

Compact Property Record Card

Data Current as of December 04, 2015

Email Print

Radius Search

Improvement Value per F.S. 553.844

Ownership/Mailing Address <a href="#">Change Mailing Address</a>	Site Address
FL INT IMP FUND TRS M H H ENTERPRISES INC LSE 150 153RD AVE STE 205 MADEIRA BEACH FL 33708-1856	0 WELCH CSWY MADEIRA BEACH



Property Use: 9300 (Submerged Land - river, lake)

Living Units:

[click here to hide] Legal Description:

THE SLL # 520003075 UNTIL 01/28/2013 O.R. 163002429 FROM POINT ON S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N43D51'28"E 1915.18 FT ALG C/L OF SR 233 TH S46D08'32"E 100FT FOR POB TH N43D51'28"E 25FT TH S46D08'32"E 359.67FT TH N43D46'38"E 331FT TH N46D08'32"W 309.20FT TH N43D51'28"E 62.32FT TH S46D29'21"E 82.50FT TH N43D54'19"E 82.19FT TH S46D05'41"E 182.19FT TH S46D32'35"W 119.67FT TH S46D08'32"E 29.93FT TH S89D38'48"E 100.25FT TH S00D26'39"E 68.50FT TH S89D33'21"W 76.28FT TH S43D48'38"W 188.05FT TH S45D50'05"E 172.29FT TH S43D42'27"W 121.13FT TH N45D30'56"W 212.45FT TH S43D46'38"W 39.93FT TH N46D08'32"W 569.70FT TO POB CONT 2.05AC(C)

File for Homestead Exemption			2015 Parcel Use	
Exemption	2015	2016		
Homestead:	No	No	Homestead Use Percentage: 0.00%	
Government:	Yes	Yes	Non-Homestead Use Percentage: 100.00%	
Institutional:	No	No	Classified Acreage: No	
Historic:	No	No		

Parcel Information: Latest Notice of Proposed Property Taxes (TRIM Notice)

Index Recent Recording	Sales Comparison	County Tract	Evaluation Zone (NOT the same as FEMA Flood Zone)	Plot Book/Page
163002429		121030278012	A	

2015 Interim Value Information

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	\$1,751	\$1,751	\$0	\$0	\$0

[click here to hide] Value History as Certified (yellow indicates correction on file)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	No	\$1,751	\$1,751	\$0	\$0	\$0
2014	No	\$1,751	\$1,751	\$0	\$0	\$0
2013	No	\$1,751	\$1,751	\$0	\$0	\$0
2012	No	\$1,751	\$1,751	\$0	\$0	\$0
2011	No	\$1,751	\$1,751	\$0	\$0	\$0
2010	No	\$1,751	\$1,751	\$0	\$0	\$0
2009	No	\$1,751	\$1,751	\$0	\$0	\$0
2008	No	\$71,000	\$71,000	\$0	\$0	\$0
2007	No	\$651,100	\$651,100	\$761,200	N/A	\$761,200
2006	No	\$390,400	\$390,400	\$300,500	N/A	\$300,500
2005	No	\$337,600	\$337,600	\$247,700	N/A	\$247,700
2004	No	\$292,900	\$292,900	\$203,000	N/A	\$203,000
2003	No	\$265,800	\$265,800	\$175,900	N/A	\$175,900
2002	No	\$260,400	\$260,400	\$170,500	N/A	\$170,500
2001	No	\$260,600	\$260,600	\$176,700	N/A	\$170,700
2000	No	\$247,700	\$247,700	\$157,800	N/A	\$157,800
1999	No	\$247,700	\$247,700	\$157,800	N/A	\$157,800
1998	No	\$247,700	\$247,700	\$157,800	N/A	\$157,800
1997	No	\$247,600	\$247,600	\$157,700	N/A	\$157,700
1996	No	\$247,100	\$247,100	\$170,000	N/A	\$170,000

2015 Tax Information

<a href="#">Click Here for 2015 Tax Bill</a>	Tax District: <b>MB</b>
For Delivery Date 2015 Tax Bill (Assess):	18.2169
2015 Final Millage Rate	\$31.90
2015 Est Taxes w/o Cap or Exemptions	

Parcel Sales	Other or Related Sales	See all transactions
Sale Date	Book/Page	Price
No recent sales on record		

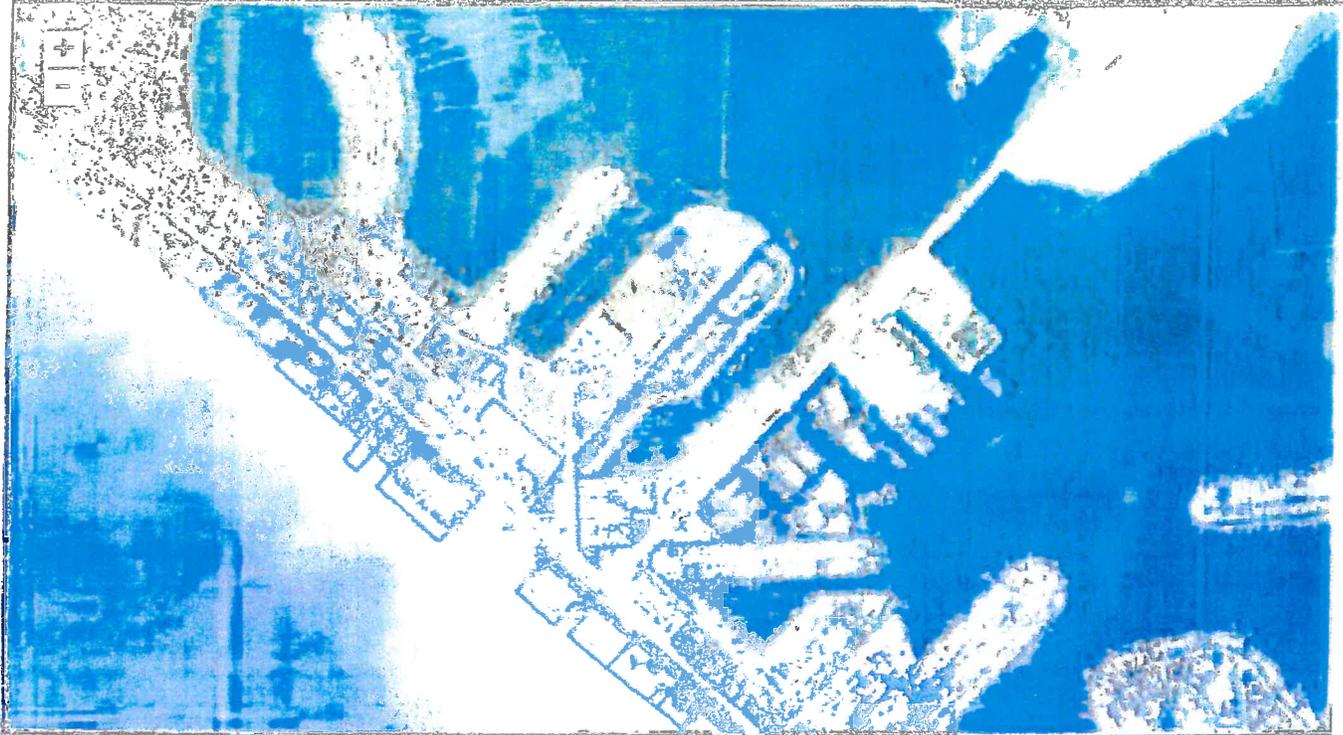
2015 Land Information

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Seawall: No						

12/4/2015

Property Appraiser General Information

River And Lakes (\$)	0.00	1000.00	2.0600	1.0000	\$2,060	AC
[click here to hide] 2015 Extra Features						
Description	Value/Unit	Units	Total Value as New		Depreciated Value	Year
No Extra Features on Record						
[click here to hide] Permit Data						
<small>Permit information is received from the County and Cities. This data may be incomplete and may contain private data not used in field reviews. For example for water heating replacement permits we are required to list all components, which may include ungrafted components. Any questions regarding permits, or the status of any permits/permits, should be directed to the permitting office in which the structure is located.</small>						
Permit Number	Description	Issue Date	Estimated Value			
No Permit Data Found						



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WM

09-31-15-00000-140-0120

Compact Property Record Card

Data Current as of December 04, 2015

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Improvement Value per F.S. 553.844

<a href="#">Owner(s)/Mailing Address</a>	<a href="#">Change Mailing Address</a>	<a href="#">Site Address</a>
M R H ENTERPRISES INC C/O HAMMER & CO PA 9373 SEMINOLE BLVD SEMINOLE FL 33772-3143		555 150TH AVE MADEIRA BEACH



Property Use: 2048 (Miscellaneous - Boat Storage (High & Dry or Wet Slip))

Living Units: 0

[\[click here to hide\] Legal Description](#)

(LEASE TO DEC 1, 1994) PT OF NW 1/4 OF 10-31-15 BE3C FROM S LN OF GOVT LOT 1 & CL OF 150TH AVE IN N 1/2 OF SEC 9 TH N44DE 1918 FT TH S46DE 100FT TH N44DE 25FT TH S46DE 550FT TH N44DE 129FT FOR POB TH N46DW 45FT TH N44DE 120FT TH S46DE 45FT TH S46DW 120 FT TO POB

<input checked="" type="checkbox"/> <a href="#">File for Homestead Exemption</a>			2015 Parcel Use	
Exemption	2015	2016	Homestead Use Percentage: 0.00%	
Homestead:	No	No	Non-Homestead Use Percentage: 100.00%	
Government:	No	No	Classified Agricultural: No	
Institutional:	No	No		
Historic:	No	No		

[Parcel Information](#) [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording	<a href="#">Sales Comparison</a>	<a href="#">County Tract</a>	<a href="#">Evacuation Zone</a> (NOT CURRENTLY A FEMA Flood Zone)	Plot Book/Page
06670/1371	<a href="#">Sales Query</a>	121030276012	A	

2015 Indicator Value Information

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	\$196,275	\$199,406	\$199,406	\$196,275	\$199,406

[\[click here to hide\] Value History as Certified \(yellow indicates correction on file\)](#)

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	No	\$196,275	\$199,406	\$199,406	\$196,275	\$199,406
2014	No	\$200,000	\$126,735	\$126,735	\$200,000	\$126,735
2013	No	\$183,673	\$115,214	\$115,214	\$183,673	\$115,214
2012	No	\$183,928	\$104,740	\$104,740	\$183,928	\$104,740
2011	No	\$95,218	\$95,218	\$95,218	\$95,218	\$95,218
2010	No	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000
2009	No	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000
2008	No	\$121,700	\$121,700	\$121,700	\$121,700	\$121,700
2007	No	\$122,900	\$122,900	\$122,900	N/A	\$122,900
2006	No	\$126,800	\$126,800	\$126,800	N/A	\$126,800
2005	No	\$104,800	\$104,800	\$104,800	N/A	\$104,800
2004	No	\$93,800	\$93,800	\$93,800	N/A	\$93,800
2003	No	\$75,700	\$75,700	\$75,700	N/A	\$75,700
2002	No	\$71,700	\$71,700	\$71,700	N/A	\$71,700
2001	No	\$70,500	\$70,500	\$70,500	N/A	\$70,500
2000	No	\$69,600	\$69,600	\$69,600	N/A	\$69,600
1999	No	\$67,700	\$67,700	\$67,700	N/A	\$67,700
1998	No	\$66,500	\$66,500	\$66,500	N/A	\$66,500
1997	No	\$45,900	\$45,900	\$45,900	N/A	\$45,900
1995	No	\$45,900	\$45,900	\$45,900	N/A	\$45,900

2015 Tax Information

[Click Here for 2015 Tax Bill](#)

Tax Collector Mail 2015 Tax Bill (4/1/15)

2015 Final Millage Rate

2015 Net Taxes w/o Cap or Exemptions

[\[click here to hide\] 2015 Tax Bill](#)

[\[click here to hide\] 2015 Tax Bill](#) [Click here for more information](#)

Tax District: MB

18.2169

\$9,975.52

Ranked Sales: [View on Market Value](#) [See all transactions](#)

Sale Date	Book/Page	Price	O/L	V/L
No recent sales on record				

2015 Land Information

Setback: No

Frontage: None

View:

[Land Use](#)

[Land Size](#)

[Unit Value](#)

[Units](#)

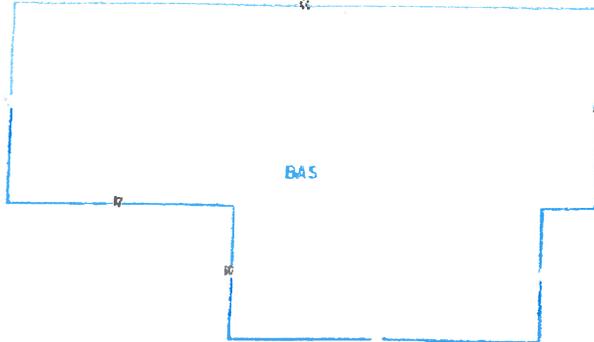
[Total Adjustments](#)

[Adjusted Value](#) [Method](#)

Airport/Bus Termis (20) 45x120 35.00 5400.0000 1.0000 \$189,000 SF

[\[click here to hide\]](#) 2015 Building 1 Structural Elements [Back to Top](#)  
 Site Address: 535 ISBITE AVE

Quality: Average  
 Square Footage: 590.00  
 Foundation: Pier  
 Floor System: Wood  
 Exterior Wall: Frame Siding  
 Roof Frame: Gable Or Hip  
 Roof Cover: Shingle Composition  
 Stories: 1  
 Living units: 0  
 Floor Finish: Carpet/Vinyl/Asphalt  
 Interior Finish: Drywall/Plaster  
 Pictures: 2  
 Year Built: 1960  
 Effective Age: 43  
 Heating: Central Duct  
 Cooling: Cooling (Central)



[Compact Property Record Card](#)

[Open plot in New Window](#)

**Building 1 Sub Area Information**

Description	Building Finished Ft <sup>2</sup>	Gross Area Ft <sup>2</sup>	Factor	Effective Ft <sup>2</sup>
<b>BAS</b>	590	590	1.00	590
	<b>Total Building finished SF: 590</b>	<b>Total Gross SF: 590</b>		<b>Total Effective SF: 590</b>

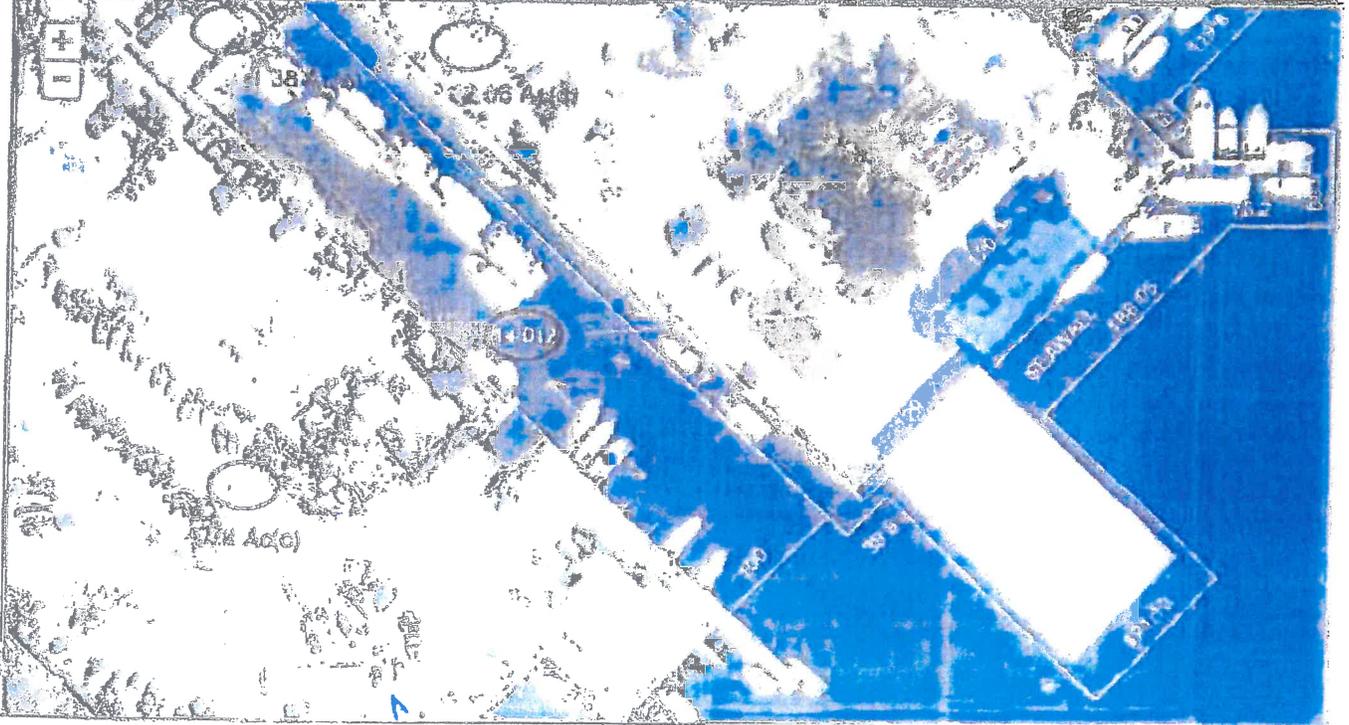
[\[click here to hide\]](#) 2015 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record					

[\[click here to hide\]](#) Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in built evidence (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of unpermitted improvements, should be directed to the permitting office in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
201400197	PARTIAL DEMO	02 Apr 2014	\$15,000



# NOTIFICATION



# PAM DUBOV, CFA, CAE

Pinellas County Property Appraiser

www.pcpao.org      pam@pcpao.org

Run Date: 28 Dec 2015

Subject Parcel: 09-31-15-00000-140-0120

Radius: 200 feet

Parcel Count: 5

Note: Parcels with protected address status are not included in this report.

Total pages: 2

Public information is furnished by the Property Appraiser's Office and must be accepted by the recipient with the understanding that the information received was developed and collected for the purpose of developing a Property Value Roll per Florida Statute. The Pinellas County Property Appraiser's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability or suitability of this information for any other particular use. The Pinellas County Property Appraiser's Office assumes no liability whatsoever associated with the use or misuse of such information.

MAIN BRANCH- COURTHOUSE

315 Court St. - 2<sup>nd</sup> Floor  
Clearwater, FL 33756  
MAIL: PO Box 1957  
Clearwater, FL 33757  
TEL: (727) 464-3207  
FAX: (727) 464-3448  
HEARING IMPAIRED: (727) 464-3370

EXEMPTIONS:

TEL: (727) 464-3294  
FAX: (727) 464-3408

COMMERCIAL APPRAISALS:  
TEL: (727) 464-3284

RESIDENTIAL APPRAISALS:  
TEL: (727) 464-3643 (CW)

NORTH COUNTY

29269 US Highway 19 N  
Clearwater, FL 33761  
TEL: (727) 464-8780  
FAX: (727) 464-8794

TYRONE (SOUTH)

1800 66<sup>th</sup> St. N  
St. Petersburg, FL 33710  
TEL: (727) 582-7652  
FAX: (727) 582-7610

MID-COUNTY

CUSTOMER SERVICE CENTER - WALK-IN  
13025 Starkey Rd., Largo (Tax Collector)  
TANGIBLE PERSONAL PROPERTY  
TPP TEL: (727) 464-8484  
TPP FAX: (727) 464-8488  
MAIL: PO Box 1957 - Clearwater, FL 33757

M H H ENTERPRISES INC  
C/O HAMMER & CO PA  
9373 SEMINOLE BLVD  
SEMINOLE FL 33772-3145

M H H ENTERPRISES INC  
C/O HAMMER & CO PA  
9373 SEMINOLE BLVD  
SEMINOLE FL 33772-3145

M H H ENTERPRISES INC  
150 153RD AVE STE 203  
MADEIRA BEACH FL 33708-1856

PRUITT, DEAN A  
PRUITT, MARIA L  
1338 BAYVIEW DR  
CLEARWATER FL 33756-1232

FL INT IMP FUND TRE  
M H H ENTERPRISES INC LSE  
150 153RD AVE STE 205  
MADEIRA BEACH FL 33708-1856



# PAM DUBOV, CFA, CAE

Pinellas County Property Appraiser

[www.pcpao.org](http://www.pcpao.org)

[pam@pcpao.org](mailto:pam@pcpao.org)

Run Date: 28 Dec 2015

Subject Parcel: 09-31-15-00000-110-0100

Radius: 200 feet

Parcel Count: 6

Note: Parcels with protected address status are not included in this report.

Total pages: 2

Public information is furnished by the Property Appraiser's Office and must be accepted by the recipient with the understanding that the information received was developed and collected for the purpose of developing a Property Value Roll per Florida Statute. The Pinellas County Property Appraiser's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability or suitability of this information for any other particular use. The Pinellas County Property Appraiser's Office assumes no liability whatsoever associated with the use or misuse of such information.

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NORTH COUNTY

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1800 66<sup>TH</sup> St. N  
St. Petersburg, FL 33710  
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TPP TEL: (727) 464-8484  
TPP FAX: (727) 464-8488  
MAIL: PO Box 1957 - Clearwater, FL 33757

C & T ENTERPRISES INC  
9800 4TH ST N STE 200  
MADEIRA BEACH FL 33702-2462

C & T ENTERPRISES INC  
9800 4TH ST N STE 200  
MADEIRA BEACH FL 33702-2462

M H H ENTERPRISES INC  
150 153RD AVE STE 203  
MADEIRA BEACH FL 33708-1856

PRUITT, DEAN A  
PRUITT, MARIA L  
1336 BAYVIEW DR  
CLEARWATER FL 33756-1232

FL INT IMP FUND TRE  
M H H ENTERPRISES INC LSE  
150 153RD AVE STE 205  
MADEIRA BEACH FL 33708-1856

FL INT IMP FUND TRE  
C/O C & T ENTERPRISES INC  
9800 4TH ST N STE 200  
ST PETERSBURG FL 33702-2462

**CITY OF MADEIRA BEACH, FLORIDA  
LOCAL PLANNING AGENCY  
AND BOARD OF COMMISSIONERS  
NOTICE OF PUBLIC HEARINGS**

**NOTICE IS HEREBY GIVEN** that the **LOCAL PLANNING AGENCY (THE PLANNING COMMISSION)** of the City of Madeira Beach will hold a **PUBLIC HEARING** for the first reading of the **Development Agreement for M.H.H. Enterprises and C&T Enterprises and Ordinance 2015-18**, in Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Monday, January 11, 2016 at 7:00 p.m.**

**NOTICE IS HEREBY GIVEN**, the Board of Commissioners of the City of Madeira Beach will conduct the first reading of **Ordinance 2015-18**, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, January 12, 2016 at 6:00 p.m.**

Upon the passage of Ordinance, **NOTICE IS HEREBY GIVEN**, the Board of Commissioners of the City of Madeira Beach will conduct the second and final reading of the **Development Agreement M.H.H. Enterprises and C&T Enterprises., and Ordinance 2015-18**, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, February 9, 2016 at 6:00 p.m.** Notice of such hearing will be provided as prescribed by Florida Statutory requirements and the Madeira Beach Code of Ordinances.

The title of the Development Agreement and said Ordinance are as follows:

**DEVELOPMENT AGREEMENT** between the **City of Madeira Beach**, and **M.H.H. Enterprises and C&T Enterprises** located at **555 150<sup>th</sup> Avenue and 565 150<sup>th</sup> Avenue, Madeira Beach, Florida 33708.**

**ORDINANCE 2015-18**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 555 150<sup>th</sup> AVENUE AND 565 150<sup>th</sup> AVENUE FROM MARINE COMMERCIAL (C-4) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

**DESCRIPTION:**

**PARCEL I: A PARCEL OF LAND SITUATED, LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:**

FROM THE INTERSECTION OF THE NORTH BOUNDARY OF GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND THE CENTERLINE OF STATE ROAD #233 AS SHOWN ON THE PLAT FILED IN DEED BOOK 662, PAGE 44, RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 43°51'28" EAST, 1918.18 FEET ALONG THE CENTERLINE OF STATE ROAD #233; THENCE SOUTH 46°08'32" E., 50 FEET TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233 AND THE POINT OF BEGINNING; THENCE SOUTH 46°08'32" EAST, 50 FEET; THENCE NORTH 43°51'28" EAST, 25 FEET; THENCE SOUTH 46°08'32" EAST, 550 FEET; THENCE NORTH 43°51'28" EAST, 331.0 FEET; THENCE NORTH 46°08'32" WEST, 300 FEET; THENCE SOUTH 43°51'28" WEST, 125.00 FEET; THENCE NORTH 46°08'32" WEST, 250.0 FEET; THENCE SOUTH 43°51'28" WEST, 40.0 FEET; THENCE NORTH 46°08'32" WEST, 50.0 FEET TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233; THENCE SOUTH 43°51'28" WEST, 191.0 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE POINT OF BEGINNING.

**PARCEL II: A PARCEL OF LAND SITUATED, LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:**

FROM THE INTERSECTION OF THE NORTH BOUNDARY OF GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND THE CENTERLINE OF STATE ROAD #233 AS SHOWN ON THE PLAT FILED IN DEED BOOK 662, PAGE 44, RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 43°51'28" EAST, 2099.18 FEET ALONG THE CENTERLINE OF STATE ROAD #233; THENCE SOUTH 46°08'32" EAST, 50 FEET

TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233 AND THE POINT OF BEGINNING; THENCE SOUTH 46°08'32" EAST, 300 FEET; THENCE NORTH 43°51'28" EAST, 175 FEET; THENCE NORTH 46°08'32" WEST, 300 FEET TO THE EXTENSION OF THE SOUTHERLY BOUNDARY OF STATE ROAD #233; THENCE SOUTH 43°51'28" WEST, 175 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE POINT OF BEGINNING

4.59 ACRES MORE OR LESS.

FLOOD STATEMENT:

THIS PROPERTY LIES IN FLOOD ZONE AE (EL 10), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP 12103C0191G, EFFECTIVE DATE SEPTEMBER 3, 2003.



**Copies of the proposed Development Agreement and Ordinance are available for inspection in the office of the City Clerk between the hours of 8 a.m. and 4:30 p.m. Monday through Friday.**

All persons are hereby advised that any presentation they make to the Planning Commission or the Board of Commissioners will be encouraged to be as concise as possible and the Planning Commission and/or Board of Commissioners may limit the time of each individual to permit maximum participation by the public at large. Any person who decides to appeal any decision of the Planning Commission and/or the Board of Commissioners with respect to any matter considered at these hearings will need to ensure a record of proceedings, and for such purpose, 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-per Florida Statute 286.0105

Aimee Servedio, City Clerk  
City of Madeira Beach

Hi Amy,

Please publish this legal advertisement in the St. Pete Times Neighborhood Beach Edition on Sunday, December 27 2015. An affidavit of this publication will be required for my files.



**CITY OF MADEIRA BEACH, FLORIDA**  
**PUBLIC NOTICE**  
**PLANNING COMMISSION**  
**PUBLIC HEARING**

**MONDAY, JANUARY 11, 2015 AT 7:00 P.M.**  
**MADEIRA BEACH CITY HALL LOCATED AT 300 MUNICIPAL DRIVE**  
**CITY COMMISSION CHAMBERS**

**PROPERTY OWNER:** MHH Enterprises Inc.  
 C/O Hammer and CO PA  
 9373 Seminole, FL 33772

C&T Enterprises Inc.  
 9800 4<sup>th</sup> Street North Suite 200  
 Madeira Beach, FL 33702

**APPLICANT:** MHH Enterprises Inc.  
 C/O Hammer and CO PA  
 9373 Seminole, FL 33772

C&T Enterprises Inc.  
 9800 4<sup>th</sup> Street North Suite 200  
 Madeira Beach, FL 33702

**LOCATION:** 555 – 150<sup>th</sup> Avenue and 565 – 150<sup>th</sup> Avenue

The Planning Commission is considering a **DEVELOPMENT AGREEMENT** and **Ordinance 2015-18** for the property located at 555 – 150<sup>th</sup> Avenue and 565 – 150<sup>th</sup> Avenue, Madeira Beach, Florida 33708.

The **Development Agreement** and **Ordinance 2015-18** may be viewed in the City Clerk's Office located at 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 on the City website [www.madeirabeachfl.gov](http://www.madeirabeachfl.gov) on the Planning and Zoning webpage. For further information, call the Community Services Department at (727) 391-9951.

Any person who decides to appeal any decision at this Public Hearing with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private Reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

Posted: December 23, 2015



**PUBLIC COMMENTS**



## PLANNING COMMISSION/LOCAL PLANNING AGENCY

Development Agreement – Staff Report

December 28, 2015

**FROM:** Luis N. Serna, AICP, Planning and Zoning

**SUBJECT:** Holiday Isle Marina – Development Agreement

**BACKGROUND:** A request to rezone 4.59 acres that are located on the southeast side of 150th Avenue (Tom Stuart Causeway) just south of the bridge, from C-4 (Marine Commercial) to PD (Planned Development) is being considered by the Planning Commission/Local Planning Agency. This request is for approval of the corresponding Development Agreement required to implement the Planned Development/Site Plan in accordance with Section 110-394 of the Code of Ordinances.

The development agreement establishes the development rights and conditions for the project, and establishes the concept plan as a basis for reviewing future development proposals on the site. As noted in the agreement, the concept plan represents a maximum plan of development. The agreement allows for up to 40 percent reductions in height, density, and intensity. Greater reductions, or other material deviations from the concept plan, would require separate approval of the Board of Commissioners.

Conditions contained in the agreement help ensure that the development will not adversely affect the City of Madeira Beach or the public. Important conditions include requirements for local and other governmental agency permitting for the project, and the requirement for the developers to construct off-site roadway and pedestrian facilities prior to the issuance of a Certificate of Occupancy for the first phase of the project.

**BUDGETARY** None.  
**IMPACT:**

**RECOMMENDATION:** The draft development agreement was reviewed for compliance with Article IV, Chapter 86 of the Code of Ordinances. Based on this review, staff recommends that the Planning Commission recommend approval of the Development Agreement.

**ATTACHMENT(S):** Draft Development Agreement

Agenda Item: \_\_\_\_\_

**DEVELOPMENT AGREEMENT  
(HOLIDAY ISLE MARINA)**

**THIS AGREEMENT** (the "Agreement") made and entered into this \_\_ day of December, 2015 by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "City" and **C&T Enterprises, Inc.**, a Florida corporation and **MHH Enterprises Inc.**, a Florida corporation, hereinafter referred to as "Owner".

**RECITALS**

1. Owner (sometimes, Owner is referred to herein as "Developer") is the current fee simple owner and developer of that certain tract 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.
2. Owner desires to develop the Property consistent with the concept plan attached hereto as Exhibit "B" ("Concept Plan");
3. The Property is approximately 4.58 acres in size and has PR-MU land use designations and a zoning of C-4 and is located in the Madeira Beach Town Center Special Area Plan – Causeway District;
4. The Owner is requesting the City to amend the land use and zoning designations so that the Property has a land use of PR-MU and a zoning of Planned Development (PD) to facilitate development of the Concept Plan;
5. The Concept Plan shows a development of hotel, condominium, restaurant and marina uses ("Project");
6. The development rights of the Project are subject to the conditions of the development rights approval as set forth below.
7. The City has determined that the Concept Plan is consistent with the City's comprehensive plan and land development regulations as provided for herein.
8. The following development rights are hereby approved pursuant to this Agreement on the Property and as more particularly shown on the Concept Plan attached hereto and made part hereof:

**TABULATION TABLE**

SITE AREA: 199,850 SF 4.59 ACRES

DEVELOPMENT		UNITS/COUNTS		BUILDING	SETBACK	PARKING		FAR		ISR	
		PROPOSED	PERMITTED	HEIGHT	TO SEAWALL PROPERTY LINE/ BLDG	PROPOSED	REQUIRED	PROPOSED	PERMITTED	PROP.	REQ.
TEMPORARY LODGING	BUILDING A LIMITED SERVICE HOTEL	175 UNITS	125 DUW/ACRE	117 FT	87' SW to Bldg. 15' NW to P.Line 15' NE to P.Line 82' SE to Bldg.	175	1 PER UNIT	127,475 SF	FAR 4.0	135,850 SF 68%	139,895 SF 70%
	BUILDING F CONDO-HOTEL	150 UNITS	125 DUW/ACRE	104 FT	0' SW to P.Line 105' NW to P.Line 89' NE to Bldg. 55' SE to Bldg.	150		95,450 SF			
	SUB-TOTAL	325 UNITS	375 UNITS	MAX 117 FT		325	325				
RESIDENTIAL	BUILDINGS C,D,E	68 UNITS	15 DUW/ACRE 68 UNITS	MAX 110 FT	15' SW to P.Line 55' NW to Bldg. 17' NE to P.Line 14' SE to P.Line	2 PER UNIT 136	2 PER UNIT 136	154,800 SF			
COMMERCIAL	BUILDING B RESTAURANT	200 seats		MAX 34 FT	188' SW to Bldg. 82' NW to Bldg. 16' NE to P.Line 55' SE to Bldg.	50	1 PER 4 SEATS 50	17,000 SF			
	DOCK MASTER	1,000 SF				2	2	1,000 SF			
BOAT SLIPS	BOAT SLIPS	COVERED DOCKS 23 SW SIDE DOCKS 15 ADD. BOAT SLIPS 126 TOTAL 154	23 EXISTING BLDG	MAX 20 FT		TBD	N/A				
PARKING	PARKING CREDITS	BICYCLE RACK CREDIT					-3				
	ADDITIONAL PARKING	NON ASSIGNED PARKING			18' SW to Bldg. 15' NW to Bldg. 16' NE to P.Line 24' SE to Seawall 14' SE to P.Line	60					
	TOTAL PARKING					573	510	230,800 SF			
<b>TOTAL</b>								<b>671,745 SF</b>			

9. The development rights set forth in this Agreement approval are subject to the following conditions:

- a) Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the Concept Site Plan attached as Exhibit "B".
- b) Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all existing public utilities located on the subject site, 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.
- c) All construction associated with this project shall be subject to the current 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.
- d) All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code and the Madeira Beach Code of Ordinances.
- e) Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to a Certificate of Occupancy being issued.

- f) Proof of FDOT Access/Driveway permit approval for the ingress and egress to 150<sup>th</sup> Avenue (Tom Stuart Causeway – S.R. 666) is required prior to the Certificate of Occupancy being issued.
- g) Proof of FDOT Drainage Connection permits required prior to the Certificate of Occupancy being issued.
- h) Final approval of the City's consulting engineer of the civil and utility site plan and construction plans prior to building permits being issued.
- i) Final approval of the City's Public Works Department of the plans for solid waste collection prior to building permits being issued.
- j) Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued.
- k) Final approval of the Community Services Department and the City's consulting civil engineer for the site's compliance with the approved site plan and civil plan prior to the Certificate of Occupancy being issued. .
- l) Receipt by the City, after diligent effort by the City, of the necessary permits for the construction of the Off-site Roadway Improvements as defined hereafter.
- m) Final approval of the parking count which shall be dependent upon the mix of uses but no less than 10 % less than that which is required by the Code's minimum standards, including parking associated with the proposed boat slips.
- n) Final approval of a phasing plan by the Community Development Department which shall show that each phase shall meet the minimum parking requirement, ISR and FAR as provided for by Code.
- o) The Developer may increase the number of boat slips from that which is shown on the Concept Plan so long as proper permits are secured from the county and State, as applicable and appropriate parking is provided.
- p) Developer shall be responsible for the construction of the Offsite Roadway Improvements, including the proposed walkway under the Bridge, prior to Certificate of Occupancy of the first phase.
  - i. The Developer may subdivide the Property, as it deems appropriate, consistent with the following:
  - ii. The proposed Project is contemplated to include multiple components including, without limitation, hotel, residential, condominium, condominium hotel, timeshare, retail, restaurant, marina, parking, and associated and ancillary uses. The Property

currently consists of three (3) separate lots of record. In order to facilitate the overall development of the Property, Developer may find it appropriate to pursue lot line adjustments without replatting pursuant to Section 86-26, City of Madeira Beach Land Development Code. Similarly, Developer may find it appropriate to pursue the division of single lots of record into two separate lots, either in connection with or separate from, Developer's lot line adjustment applications. The sale of one or more lots of record to third parties is expressly permitted under this Agreement; provided, however, for so long as this Agreement remains in effect, the Property may only be developed in accordance with this Development Agreement.

- iii. In connection with the development of the Project, and to facilitate the orderly development of the Property by one or more separate owners, Developer may find it appropriate to utilize one or more property regimes to implement the development plans, to provide for ownership of the project components, and to provide for the continued cooperative operation and maintenance of the Project. It is presently anticipated that the Project will be developed utilizing a master set of covenants, conditions, easements, and restrictions applicable to the entirety of the Property, with a separate declaration of condominium utilized for the creation of each of the separate components intended to be declared to condominium ownership; provided, however, nothing in this Agreement shall preclude Developer from utilizing a master condominium, land condominium, homeowners association, or other structures to create and provide for the ownership, operation, and maintenance of the overall Project and the separate Project components.

**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. 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. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2011) and Sections 86-141 through 86-149 of the Code of Ordinances of the City of Madeira Beach.

3. Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the Pinellas County public records ("Effective 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 Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including 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 of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days 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.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, 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 pursuant to this paragraph 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.

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.

In the event that this Agreement is not executed by the Developer on or before 5:00p.m. on the 30th day of \_\_\_\_\_, 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. Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which all phases of construction of the Project is complete and issuance of a valid Certificate of Occupancy for the Project; or (ii) ten (10) years from the Effective 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 Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

Notwithstanding anything in the Code to the contrary, the parties agree that the Owner shall have two (2) years to commence construction upon receipt of written confirmation that the City has the proper state and federal permits for the construction of the Offsite Roadway Improvements. The City shall apply for such permits within 90 days of receipt of notice from Owner to initiate the application process but no later than one year from the Effective Date.

5. 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. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2012). 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. No Estoppel. The parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of

substantial funds, the 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 City Commission 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. No Partnership or Joint Venture. The City and Owner 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. 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 appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material 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 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:
  - i) The Property shall be developed and landscaped in accordance with the Concept Plan. The landscaping within the Property 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 healthy conditions at all times by the Developer.
  - ii) There shall not be any material deviation from the provisions of the Concept Plan unless such is approved by the City Commission 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.

- iii) Ingress and egress to the Property shall be as shown on the Concept Plan. Off-site Roadway Improvements as shown on attached Exhibit C made part hereof.
- iv) Building heights, architectural style and location will be as shown on the Concept Plan. The architectural style reflected as an attachment to or being part of the Concept Plan shall be complied with in all material respects during the development of the Project. Notwithstanding anything herein to the contrary, the Developer may reduce the height of any building or buildings up to 40% without an amendment of this Agreement.
- v) 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 or in any matter that is reflected on the Concept Plan or addressed specifically in this Agreement except by an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties. Notwithstanding the foregoing, minor modifications to the dimensional requirements, increases in the number of permitted boat slips, and, reduction's 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 may be included in the final site plan process without an amendment hereto so long as the minimum parking requirement is maintained.
- vi) Marina and boat slips shown on the Concept Plan may be modified as required by the state and federal permitting agencies without amendment hereto so long as the minimum parking requirement is met.
- vii) Phasing Plan. This Project may be constructed in phases. Each phase shall be approved by the City and include sufficient parking. The Off-Site Roadway Improvements shall be constructed in conjunction with the first phase.

10. Public Infrastructure. The Developer or its successor in title, as appropriate, 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 Final Site 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 the City, as shown on the approved engineering construction drawings.

Public infrastructure facilities shall be complete, and approved for acceptance by the City prior to the issuance of any certificate of occupancy on the Property, or 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 on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations.

11. Public Facilities. The City shall cause to be provided to the boundary of the Property the following available City owned and operated 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 City and other applicable regulations.
12. Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:
- a) City of Madeira Beach building permits.
  - b) Southwest Florida Water Management District surface water management permit.
  - c) City of Madeira Beach Engineering construction permit.
  - d) 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, as defined below, shall be obtained by the City with diligent effort; however, any permitting and design costs associated with those improvements shall be the sole cost of the Developer.

13. 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:

325 hotel/condo-hotel units = \$521,300  
 15,000 sq. ft. quality restaurant = \$119,130  
 68 multifamily condo residential units = \$84,400

100 slip marina = \$81,400

Rough estimate of charges = \$806,230

In consideration for the mutual benefits provided by the design and construction of the improvements to 150<sup>th</sup> Street as shown on the Concept Plan and the new proposed access road and pedestrian boardwalk as shown subject to FDOT approval and final engineering ("Off-site Roadway Improvements"), the City shall contribute 100% from its share of the total collected Transportation Impact fees for the construction of the Off-site Roadway Improvements ("City's Contribution"). In the event the Off-site Roadway Improvements are not paid in full by the City's share, the City will seek additional funding from alternative sources of funding and shall diligently work to secure the additional funding from Pinellas County's share of the transportation impact fee, or some other source. The Developer shall be responsible for all costs associated with the permitting and construction of the Off-Site Roadway Improvements that exceed the City's Contribution.

14. 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. Annual Review. The City of Madeira Beach the City shall review the Project once every twelve (12) calendar months from the Effective Date.
16. 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 Economic Opportunity 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. 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 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. Legislative Act. This Agreement is agreed to be an 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 mortgagees, 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, lien holder 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. 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 reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.
20. 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.

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. 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 City Commission of the City of Madeira Beach has authorized the execution of this Agreement by the appropriate City officials.
22. 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. 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 City Commission to respond to the estoppel certificate request in a timely manner.
24. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.
25. 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 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. 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:  
MHH Enterprises  
150 153<sup>rd</sup> Ave., Suite 203  
Madeira Beach, FL 33708-1856  
ATTN: Jim Holton

To the City:  
Shane Crawford, City manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 34698

With copies to:  
E.D. Armstrong III  
Hill Ward Henderson  
600 Cleveland Street, Suite 800  
Clearwater, FL 33755

With copies to:  
Thomas J. Trask, Esq.  
City Attorney  
Trask & Daigneault, LLP  
1001 S. Ft. Harrison Ave., Suite 201  
Clearwater, FL 33756

Notice shall be deemed to have given upon receipt or refusal.

27. 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. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this \_\_\_ day of \_\_\_\_\_, 2015.

In the Presence of:

C & T Enterprises, Inc., a Florida corporation

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

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

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

Its: \_\_\_\_\_

MHH Enterprises, Inc., a Florida corporation

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

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

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

Its: \_\_\_\_\_

City of Madeira Beach

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

Shane Crawford  
City Manager

Attest:

\_\_\_\_\_  
Aimee Servedio, City Clerk

Countersigned:

\_\_\_\_\_  
Travis Palladeno, Mayor

Approved as to Form:

\_\_\_\_\_  
Thomas J. Trask, Esq.  
City Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of C & T Enterprises, Inc., a Florida corporation, on behalf of the Corporation, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of MHH Enterprises, Inc., a Florida corporation, on behalf of the Corporation, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Travis Palladeno, as Mayor of the City of Madeira Beach, Florida, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Shane Crawford as City Manager of the City of Madeira Beach, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## Exhibit A

## DESCRIPTION:

PARCEL I: A PARCEL OF LAND SITUATED, LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTH BOUNDARY OF GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND THE CENTERLINE OF STATE ROAD #233 AS SHOWN ON THE PLAT FILED IN DEED BOOK 662, PAGE 44, RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 43°51'28" EAST, 1918.18 FEET ALONG THE CENTERLINE OF STATE ROAD #233; THENCE SOUTH 46°08'32" E., 50 FEET TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233 AND THE POINT OF BEGINNING; THENCE SOUTH 46°08'32" EAST, 50 FEET; THENCE NORTH 43°51'28" EAST, 25 FEET; THENCE SOUTH 46°08'32" EAST, 550 FEET; THENCE NORTH 43°51'28" EAST, 331.0 FEET; THENCE NORTH 46°08'32" WEST, 300 FEET; THENCE SOUTH 43°51'28" WEST, 125.00 FEET; THENCE NORTH 46°08'32" WEST, 250.0 FEET; THENCE SOUTH 43°51'28" WEST, 40.0 FEET; THENCE NORTH 46°08'32" WEST, 50.0 FEET TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233; THENCE SOUTH 43°51'28" WEST, 191.0 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE POINT OF BEGINNING.

PARCEL II: A PARCEL OF LAND SITUATED, LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTH BOUNDARY OF GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND THE CENTERLINE OF STATE ROAD #233 AS SHOWN ON THE PLAT FILED IN DEED BOOK 662, PAGE 44, RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 43°51'28" EAST, 2099.18 FEET ALONG THE CENTERLINE OF STATE ROAD #233; THENCE SOUTH 46°08'32" EAST, 50 FEET TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233 AND THE POINT OF BEGINNING; THENCE SOUTH 46°08'32" EAST, 300 FEET; THENCE NORTH 43°51'28" EAST, 175 FEET; THENCE NORTH 46°08'32" WEST, 300 FEET TO THE EXTENSION OF THE SOUTHERLY BOUNDARY OF STATE ROAD #233; THENCE SOUTH 43°51'28" WEST, 175 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE POINT OF BEGINNING

4.59 ACRES MORE OR LESS.

## FLOOD STATEMENT:

THIS PROPERTY LIES IN FLOOD ZONE AE (EL 10), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP 12103C0191G, EFFECTIVE DATE SEPTEMBER 3, 2003.

Exhibit A (con't)  
Legal Description

DESCRIPTION: SUBMERGED LAND LEASE PARCEL

FROM THE INTERSECTION OF THE NORTH BOUNDARY OF GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND THE CENTERLINE OF STATE ROAD NO. 233 AS SHOWN ON THE PLAT FILED IN DEED BOOK 622, PAGE 44 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N.43°51'28"E., 1918.18 FEET ALONG THE CENTERLINE OF STATE ROAD NO. 233; THENCE S.46°08'32"E., 100 FEET TO THE POINT OF BEGINNING; THENCE N.43°51'28"E., 25.00 FEET; THENCE S.46°08'32"E., 559.67 FEET; THENCE N.43°46'38"E., 331.00 FEET; THENCE N.46°08'32"W., 309.20 FEET; THENCE N.43°51'28"E., 62.32 FEET; THENCE S.46°29'21"E., 82.50 FEET; THENCE N.43°54'19"E., 82.19 FEET; THENCE S.46°05'41"E., 182.19 FEET; THENCE S.44°32'35"W., 119.87 FEET; THENCE S.46°08'32"E., 29.93 FEET; THENCE S.89°38'48"E., 100.25 FEET; THENCE S.00°26'39"E., 68.50 FEET; THENCE S.89°33'21"W., 76.28 FEET; THENCE S.43°46'38"W., 188.05 FEET; THENCE S.45°50'05"E., 172.29 FEET; THENCE S.43°42'27"W., 121.13 FEET; THENCE N.45°30'56"W., 212.45 FEET; THENCE S.43°46'38"W., 39.93 FEET; THENCE N.46°08'32"W., 569.70 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 89,849.65 SQUARE FEET

AND:

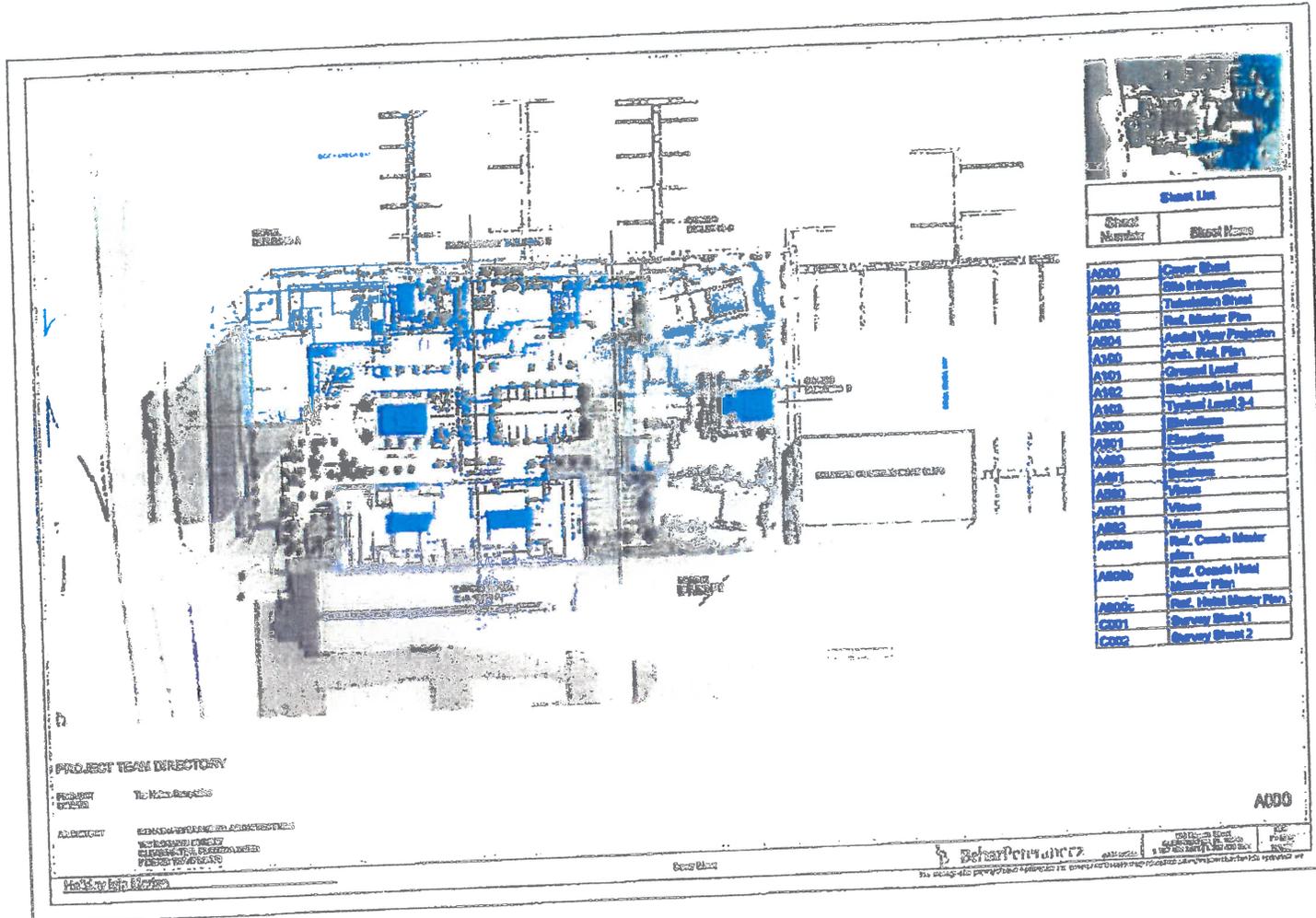
DESCRIPTION:

THAT PORTION OF SUBMERGED LAND IN BOCA CIEGA BAY AND BEING IN SECTION 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTH BOUNDARY OF GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND THE CENTERLINE OF STATE ROAD #233 AS SHOWN ON THE PLAT FILED IN DEED BOOK 622, PAGE 44 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N.43°51'28"E., 2099.18 FEET ALONG THE CENTERLINE OF STATE ROAD #233; THENCE S.46°08'32"E., 50.00 FEET TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233; THENCE S.46°08'32"E., 300.00 FEET; THENCE N.43°51'28"E., 175.00 FEET; THENCE N.46°08'32"W., 183.20 FEET TO THE POINT OF BEGINNING; THENCE N.43°51'28"E., 19.00 FEET; THENCE S.46°08'32"E., 156.00 FEET; THENCE N.43°51'28"E., 30.00 FEET; THENCE N.46°08'32"W., 151.00 FEET; THENCE N.43°51'28"E., 39.00 FEET; THENCE N.46°08'32"E., 50.00 FEET; THENCE S.43°51'28"W., 88.00 FEET; THENCE S.46°08'32"E., 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,835 SQUARE FEET OR 0.2 ACRES, MORE OR LESS.

EXHIBIT B  
CONCEPT PLAN



**Sheet List**

Sheet Number	Sheet Name
A000	Cover Sheet
A001	Site Information
A002	Table of Contents
A003	Ref. Master Plan
A004	Arch. View Projection
A100	Arch. Ref. Plan
A101	Ground Level
A102	Structure Level
A103	Typical Level 3-4
A200	Site Plan
A201	Site Plan
A202	Site Plan
A203	Site Plan
A204	Site Plan
A205	Site Plan
A206	Site Plan
A207	Site Plan
A208	Site Plan
A209	Site Plan
A210	Site Plan
A211	Site Plan
A212	Site Plan
A213	Site Plan
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A240	Site Plan
A241	Site Plan
A242	Site Plan
A243	Site Plan
A244	Site Plan
A245	Site Plan
A246	Site Plan
A247	Site Plan
A248	Site Plan
A249	Site Plan
A250	Site Plan
C001	Survey Sheet 1
C002	Survey Sheet 2

**PROJECT TEAM DIRECTORY**

PROJECT: [illegible]  
 ARCHITECT: [illegible]  
 ENGINEER: [illegible]  
 CONSULTANT: [illegible]

A000



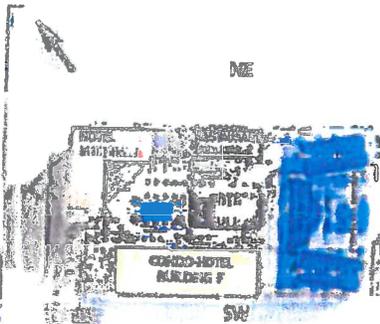
**TABULATION TABLE**

SITE AREA: 190,860 SF 4.39 ACRES

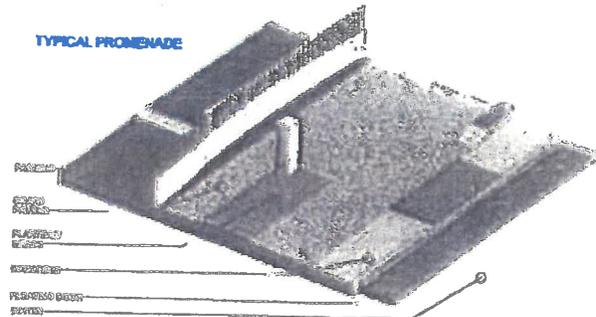
DEVELOPMENT	UNITS/COUNTS		BUILDING HEIGHT	SETBACK	PARKING		FAR		BSR
	PROPOSED	PERMITTED			PROPOSED	REQUIRED	PROPOSED	PERMITTED	
TEMPORARY LOGGING	BUILDING A MAGNET STORAGE OFFICE	175 UNITS	NO PROPOSED	117 FT	175	175			
	BUILDING F MAGNET STORAGE OFFICE	160 UNITS	NO PROPOSED	104 FT	160	160	86,450 SF		
	SUB-TOTAL	325 UNITS	325 UNITS	MAX 117 FT	325	325			
RESIDENTIAL	BUILDING B C.D.R.	80 UNITS	NO PROPOSED	MAX 110 FT	80	80	164,800 SF	FAR 4.0	
COMMERCIAL	BUILDING D MOTORHOME	200 units		MAX 24 FT	80	80	17,000 SF		
	DOCK MASTER	1,800 SF			2	2	1,000 SF		
BOAT SLIPS	BOAT SLIPS	CONCRETE PAVED W/ 10' WIDE SLIPS TOTAL 10700 SF	NO PROPOSED	MAX 80 FT	TBD	N/A			
PARKING	PARKING CREDIT	REDUCE PARKING CREDIT				-3			
	ADDITIONAL PARKING	ADDITIONAL PARKING			60				
	TOTAL PARKING				575	510	230,800 SF	700,000 SF	150,000 SF 60%
<b>TOTAL</b>							<b>671,746 SF</b>		

**PARKING SCHEDULE**

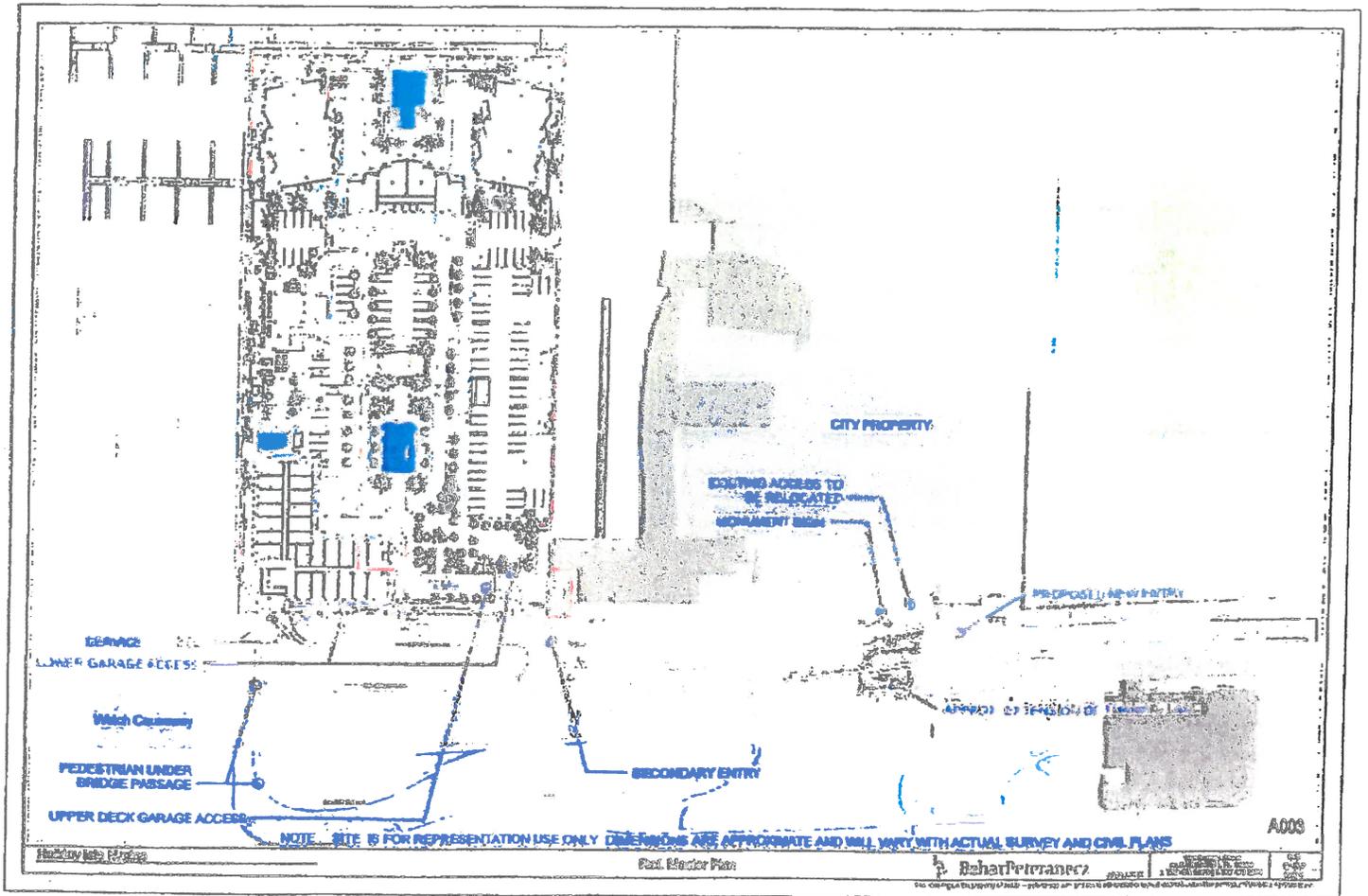
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TYPICAL PROMENADE

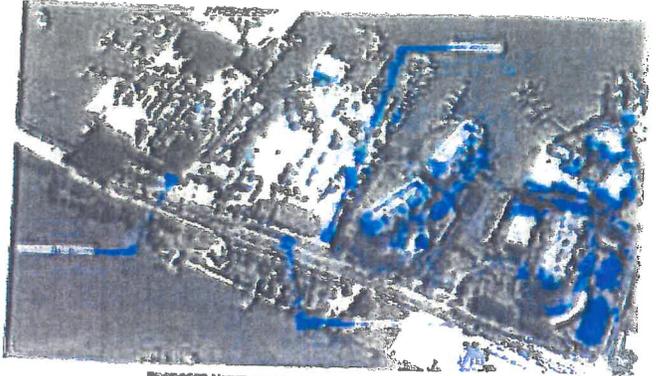


A002





EXISTING CONDITIONS



PROPOSED WATER FLOW

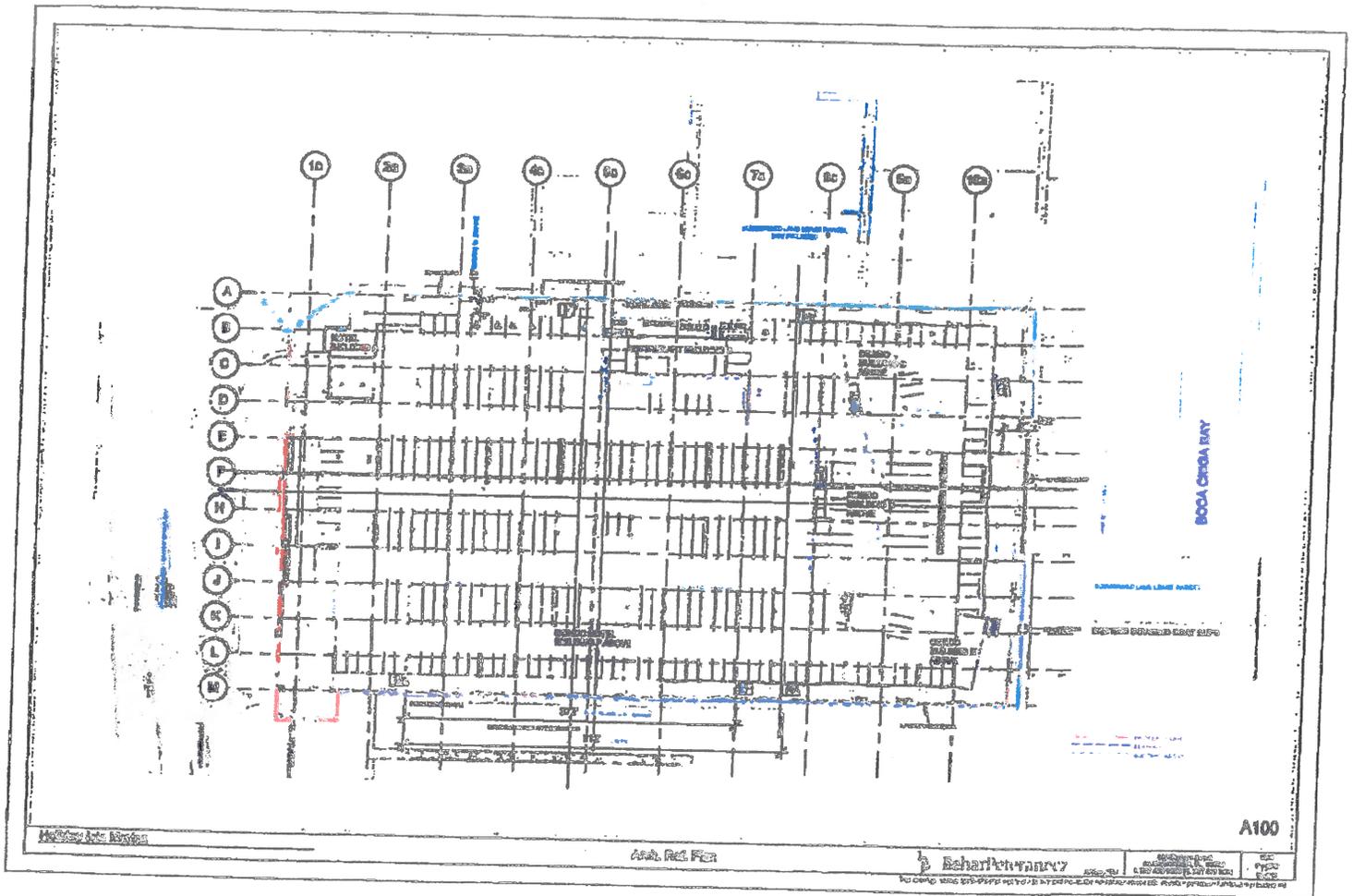
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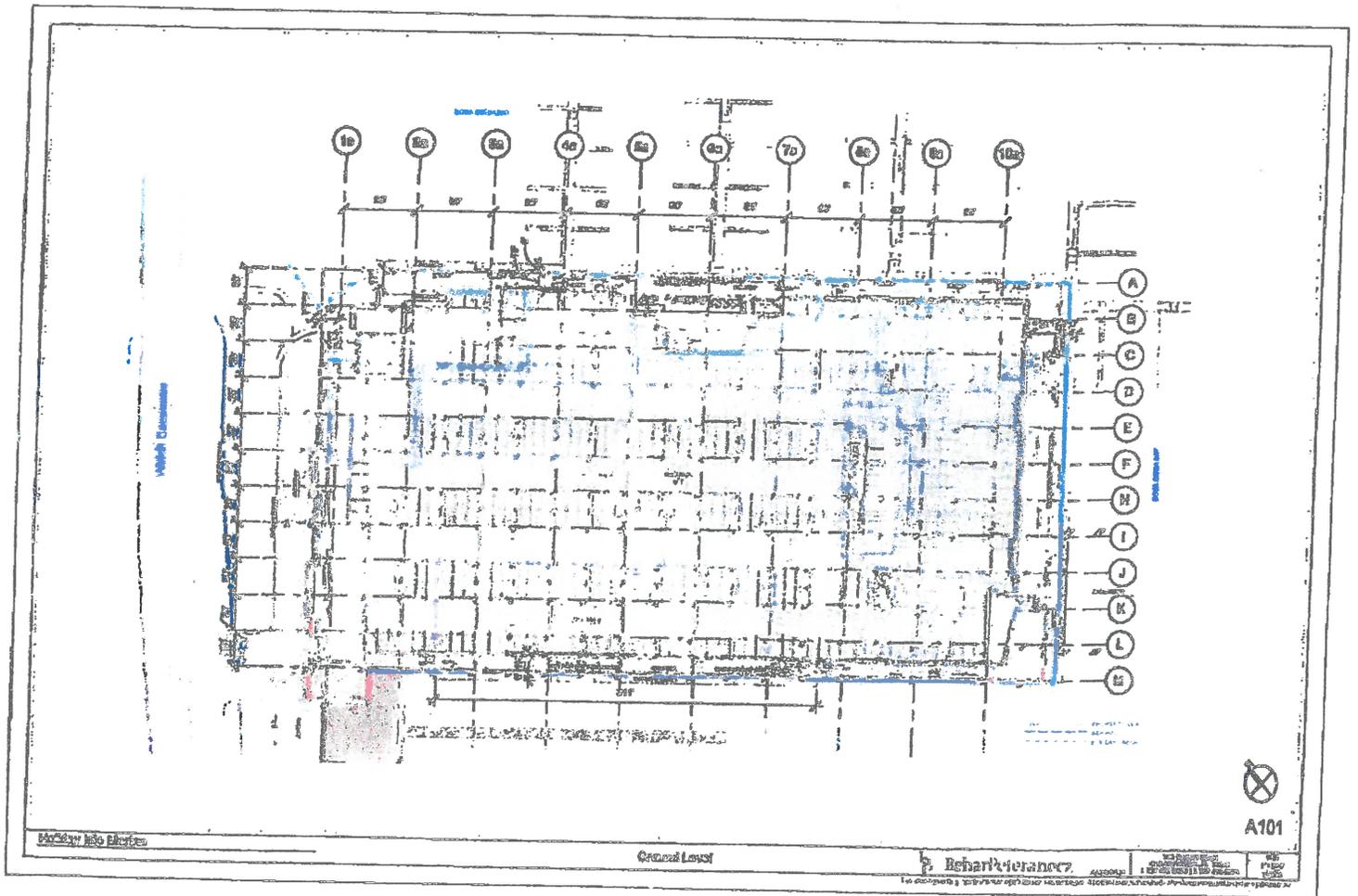
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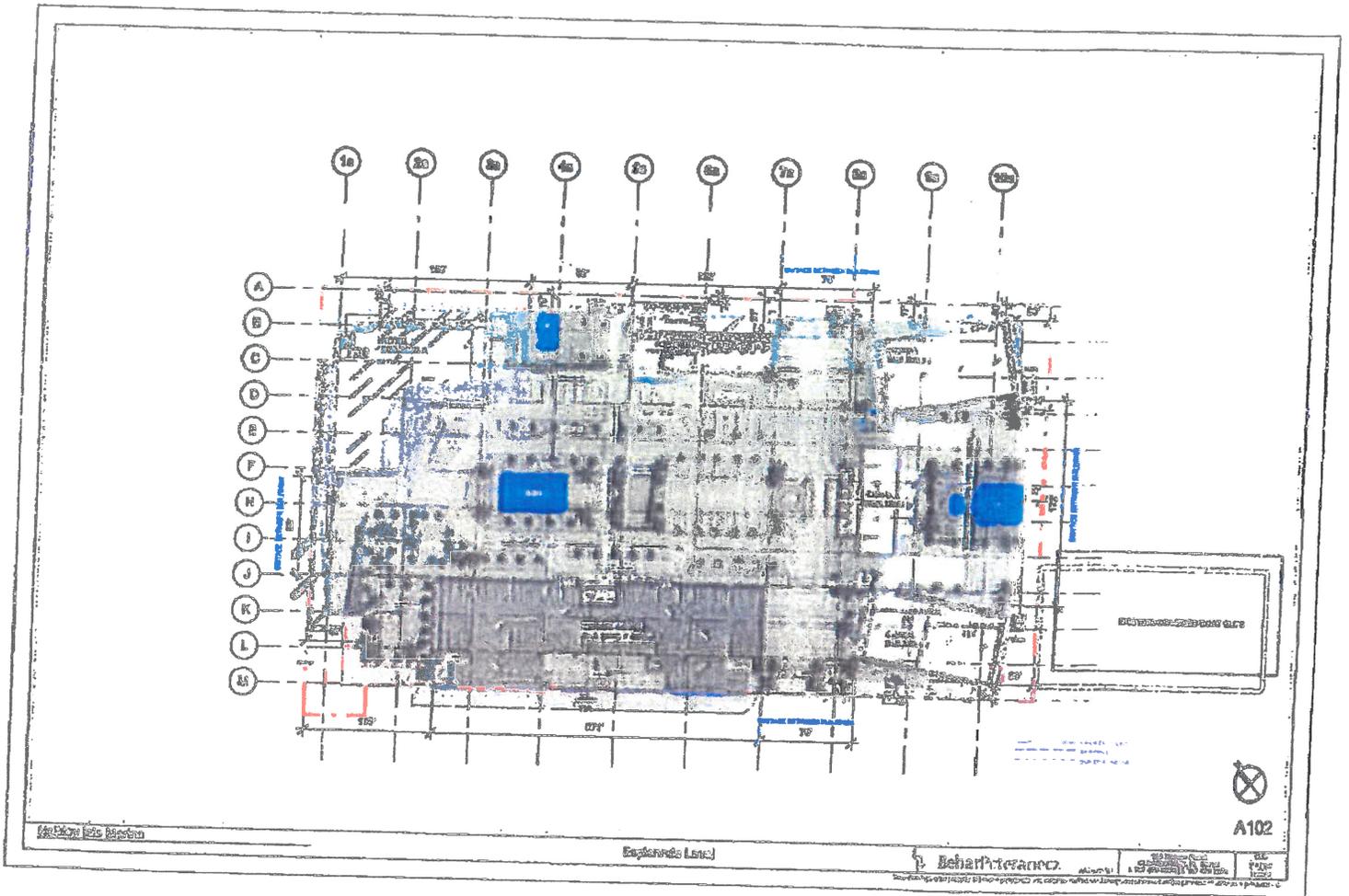
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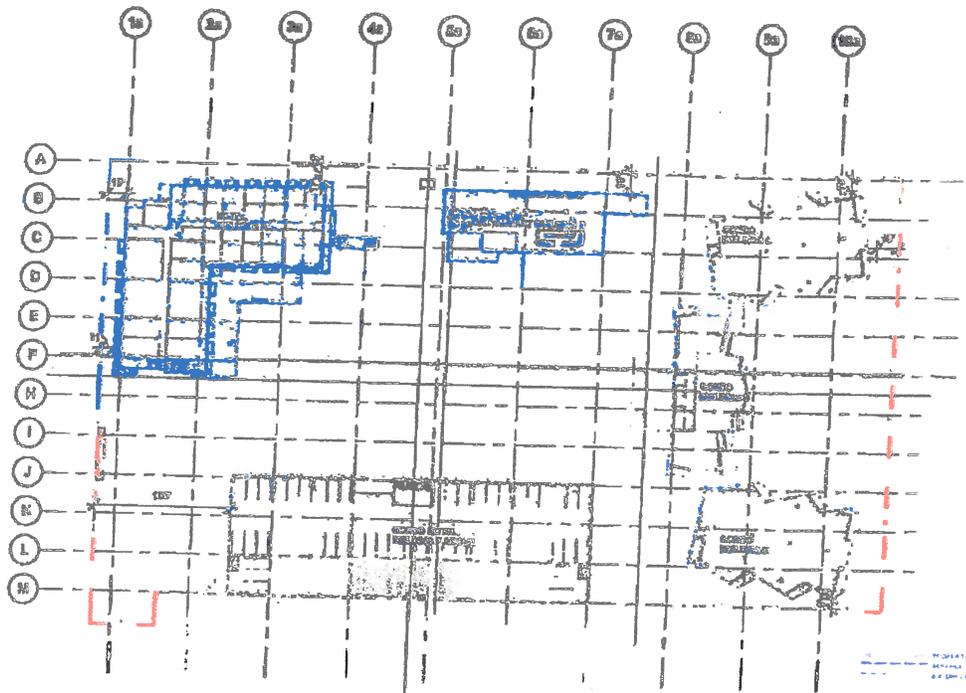
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CLASSIFICATION: UNCLASSIFIED  
DATE: 03/20/03









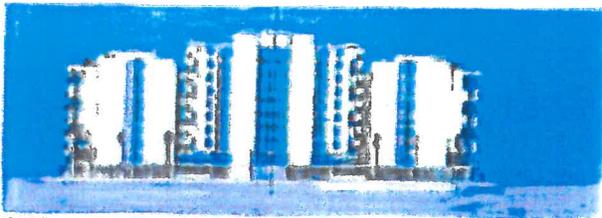
A103

McGraw-Hill Construction

Typical Level 3-4

BeharPeterantz

Architectural Firm  
1100 G Street, N.W.  
Washington, D.C. 20004  
Tel: (202) 462-1100



COMPOUND SW ELEVATION



OVERALL WEST VIEW ELEVATION



OVERALL SOUTHEAST VIEW ELEVATION

A300

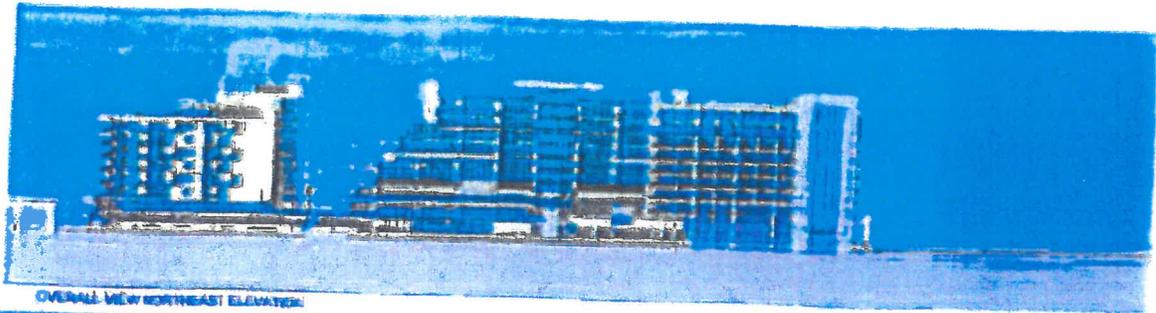
ARCHITECTURE

PLANNING

LANDSCAPE

INTERIOR

ENVIRONMENT



OVERALL VIEW NORTHEAST ELEVATION



OVERALL VIEW SOUTHWEST ELEVATION



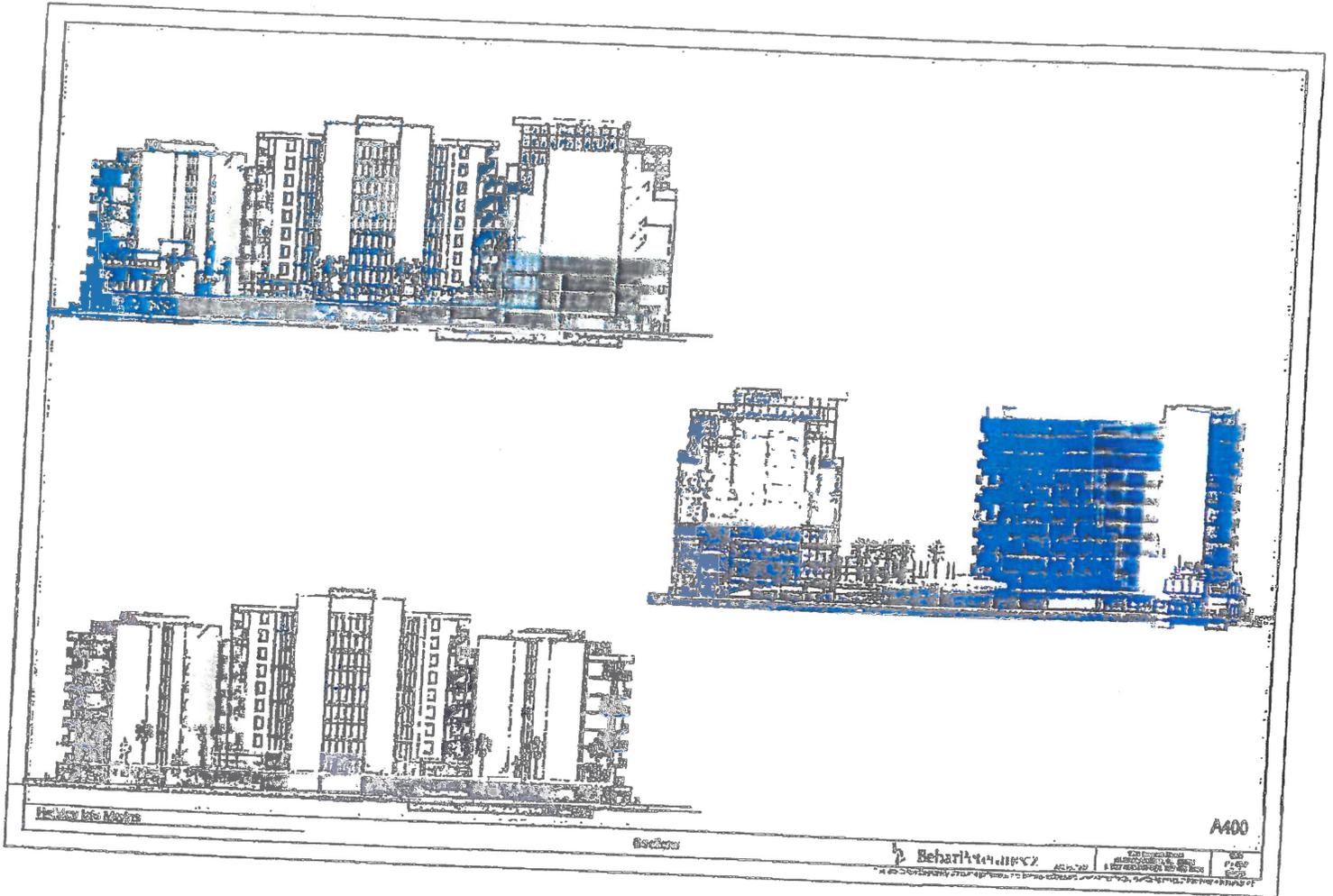
OVERALL VIEW NORTHWEST ELEVATION

A301

08/20/2021

By: [Signature]

Scale: 1:1000  
Date: 08/20/2021



First View into Building

Section

A400

Beharitech  
FOR CONSULTING AND DESIGN SERVICES  
A 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

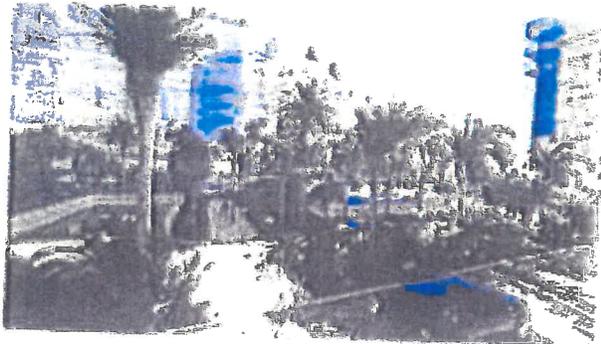




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PEDESTRIAN ACCESS



PROMENADE

A500

ARCHITECTURE

Scale

H. 1/2" = 1'

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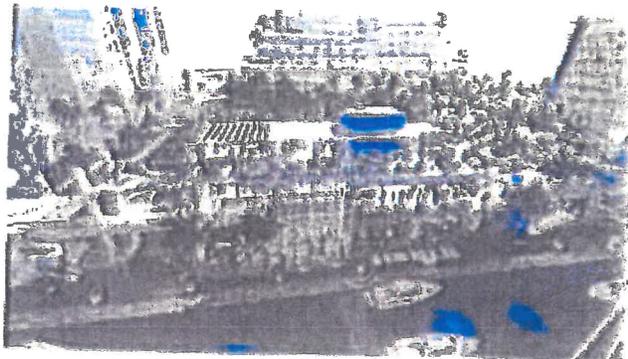
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CÓRDOVA 18 40 M



RESTAURANT NEW



RESTAURANT



NIGHT LIGHT ENTRY

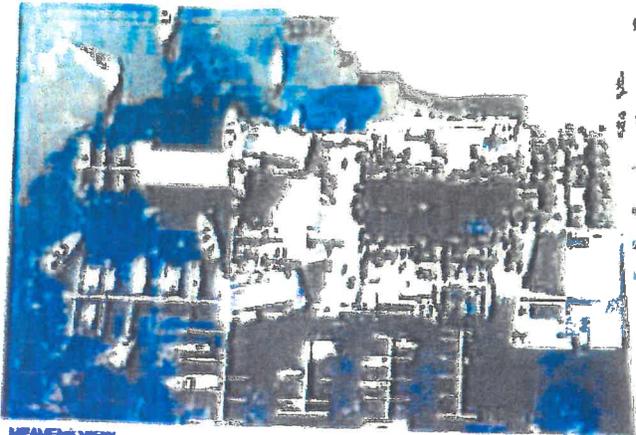
A501

Producción: Edoardo de Almeida

Visitas

Planos

Arquiteto: Edoardo de Almeida  
Arquiteta: Ana Paula de Almeida  
Arquiteto: Edoardo de Almeida

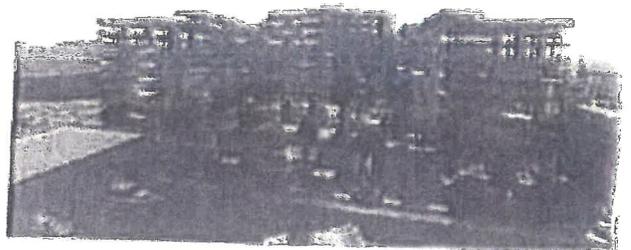


HEAVEN VIEW



CAR VIEW FROM BRIDGE

CORROR / PROMENADE



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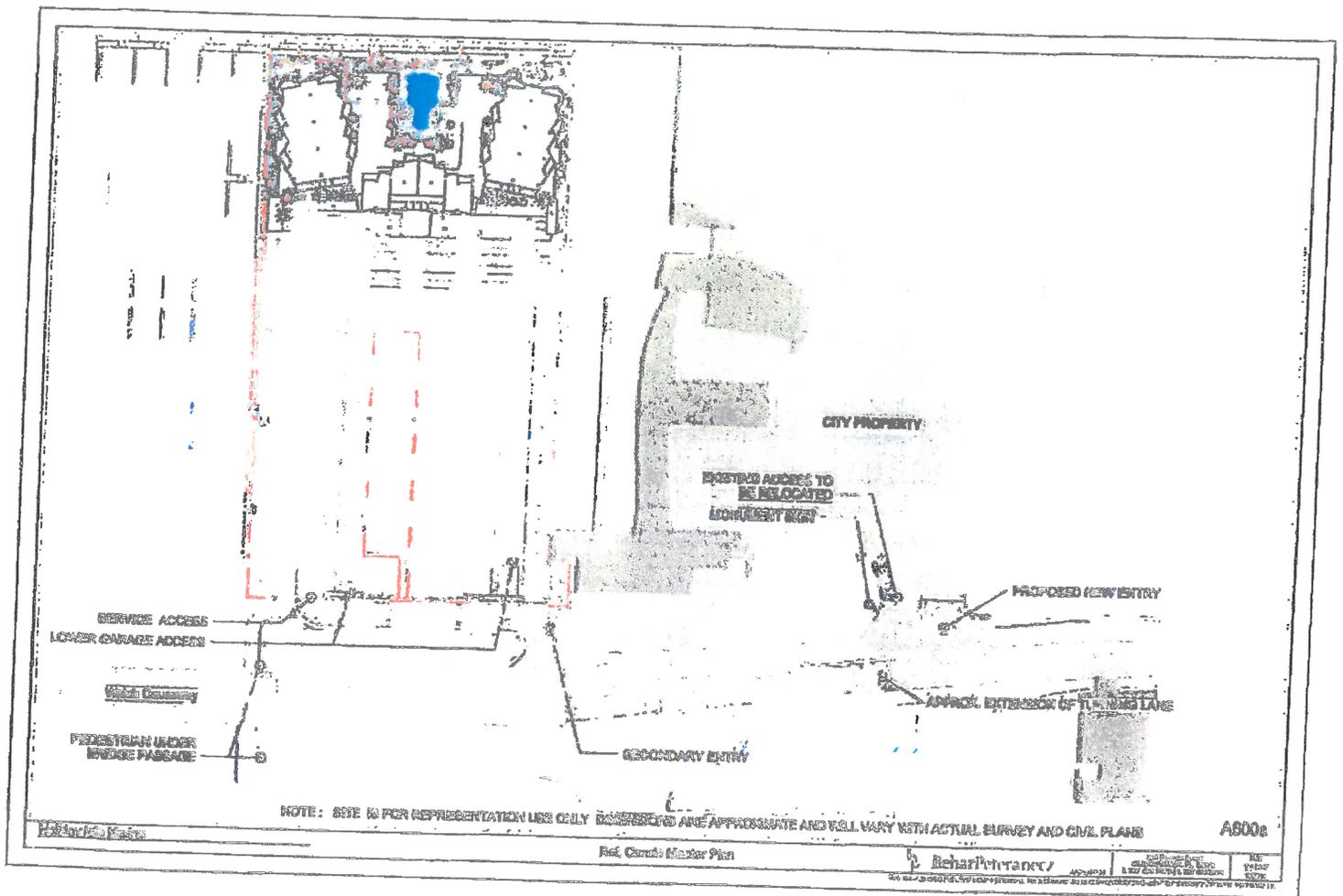
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Scale

A502

**EXHIBIT C**  
**OFF-SITE IMPROVEMENTS**

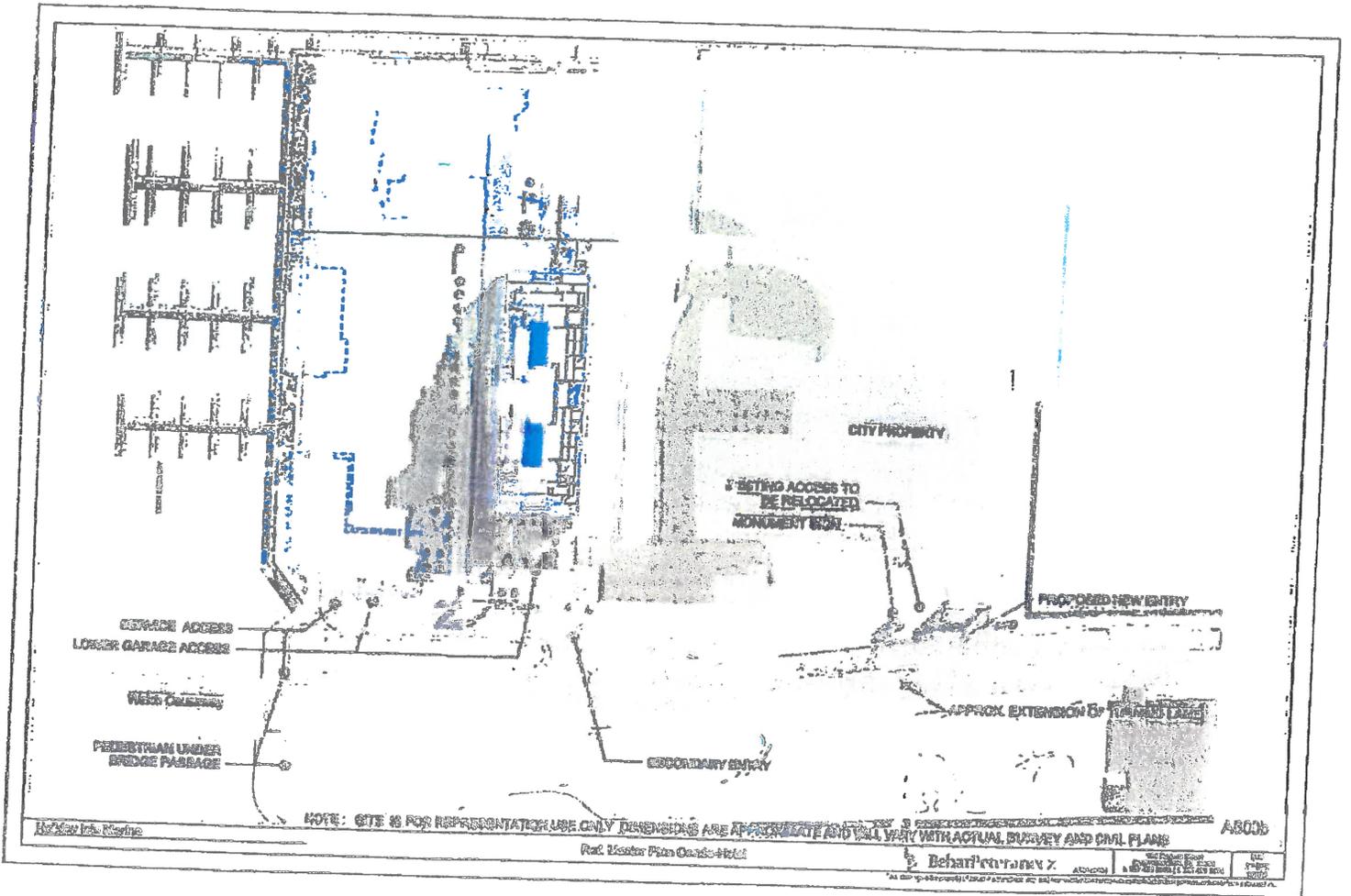


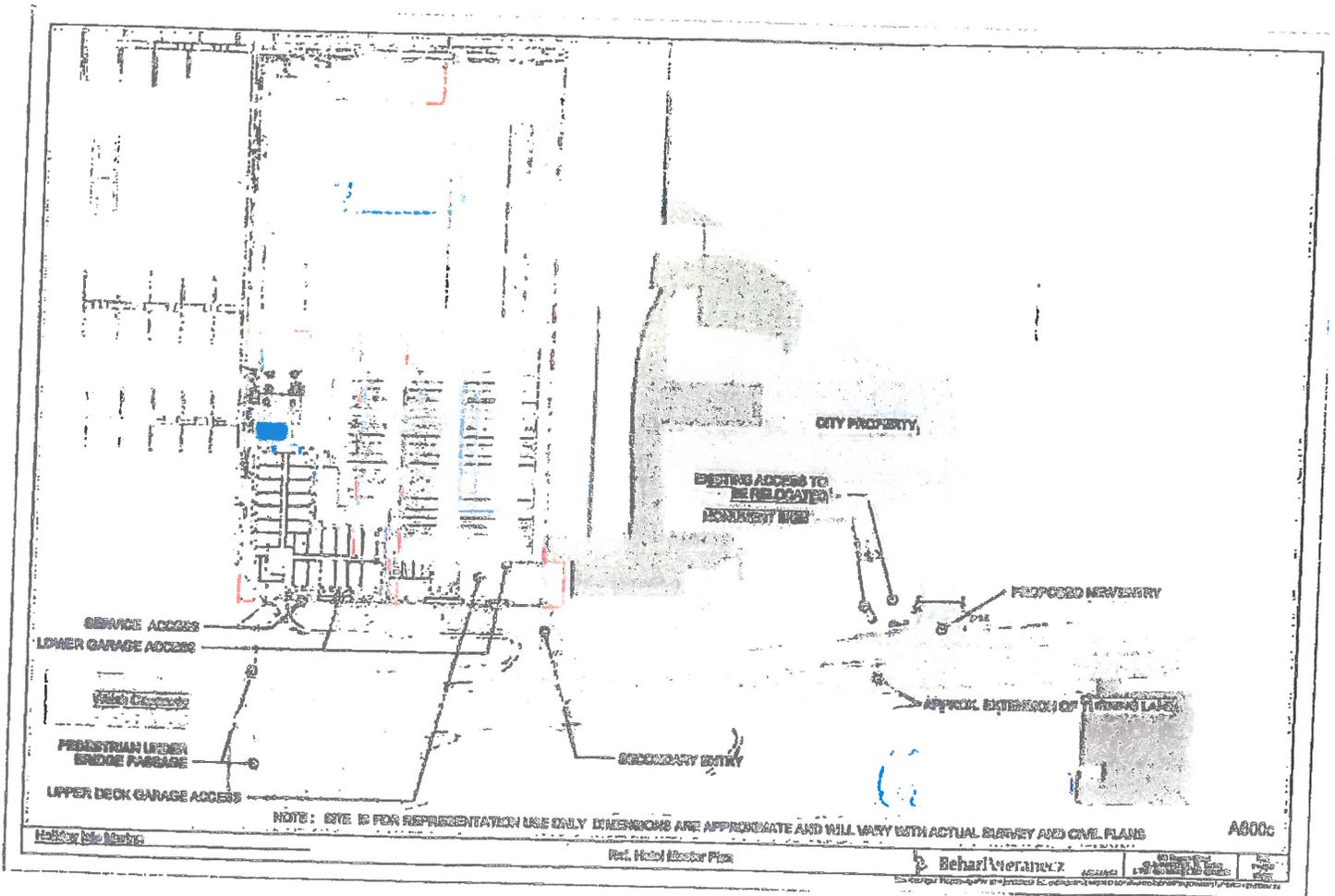
NOTE: SITE IS FOR REPRESENTATION USE ONLY. DIMENSIONS ARE APPROXIMATE AND WILL VARY WITH ACTUAL SURVEY AND CIVIL PLANS

A600e

Ref. Council Master Plan

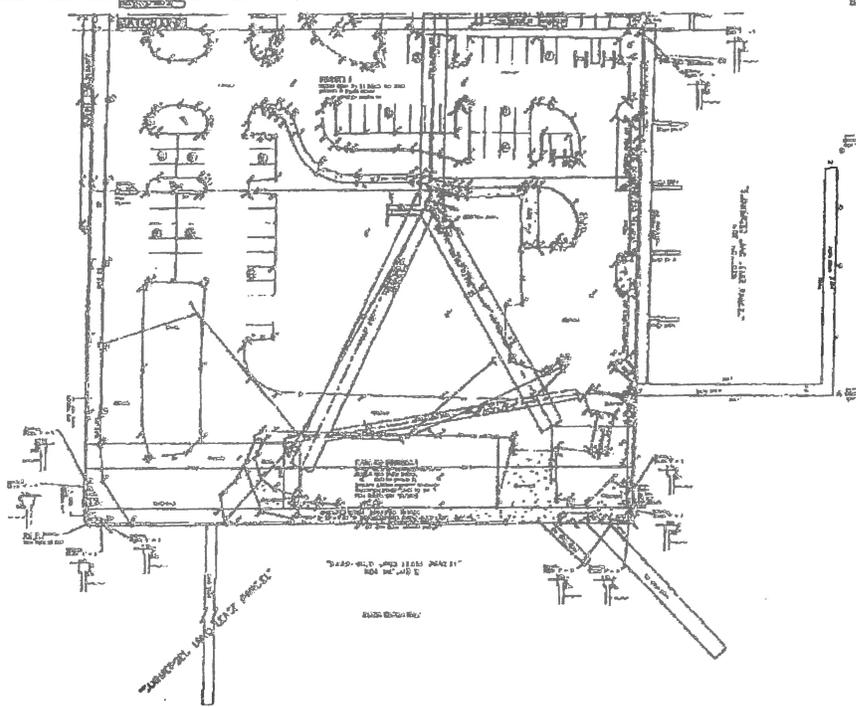
 BeharPetranecy	12/20/2011	12/20/2011	12/20/2011
	12/20/2011	12/20/2011	12/20/2011







SECTION 8.00, PART 1, E 14  
REGULATORY BASIS



- 1.00 GENERAL NOTES
- 1.01 REFER TO ARCHITECTURAL DRAWINGS FOR FINISHES AND SCHEDULES
- 1.02 ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS
- 1.03 ALL MATERIALS SHALL BE APPROVED BY THE ENGINEER
- 1.04 ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED
- 1.05 ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER
- 1.06 ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME
- 1.07 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS
- 1.08 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL, STATE, AND FEDERAL REGULATIONS
- 1.09 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE BEST PRACTICES OF THE TRADE
- 1.10 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE ENGINEER'S INSTRUCTIONS
- 1.11 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACTOR'S OBLIGATIONS
- 1.12 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACTOR'S RESPONSIBILITIES
- 1.13 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.14 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.15 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.16 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.17 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.18 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.19 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.20 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	120.00	12000.00
2	STEEL	500	LB	0.50	250.00
3	WOOD	200	CU YD	100.00	20000.00
4	PAINT	100	GA	1.00	100.00
5	LABOR	1000	HOUR	20.00	20000.00
6	PERMITS	1	SET	500.00	500.00
7	INSURANCE	1	MONTH	100.00	100.00
8	TRAVEL	1	TRIP	50.00	50.00
9	UTILITIES	1	MONTH	100.00	100.00
10	TESTING	1	TEST	100.00	100.00
11	CONTINGENCY	1	PERCENT	1000.00	1000.00
12	TOTAL				43000.00

**DELL ASSOCIATES**  
ARCHITECTS AND ENGINEERS  
1000 W. WASHINGTON AVE.  
SUITE 200  
TALLAHASSEE, FL 32301  
TEL: 904.201.1234  
FAX: 904.201.1235  
WWW.DELLASSOCIATES.COM

**REGULATORY AND TOPOGRAPHIC SURVEY**  
565 S 68E 150TH AVENUE  
WARRING WEAVER, FL  
DATE: 08/15/2011  
SCALE: AS SHOWN

PROJECT NO. 11-001  
DATE: 08/15/2011  
SCALE: AS SHOWN

DATE: 08/15/2011  
SCALE: AS SHOWN

FDOT PERMIT TRAFFIC ANALYSIS  
FOR  
HOLTON MADEIRA BEACH SITE  
TOM STUART CAUSEWAY (S.R. 666)

PREPARED FOR:  
HOLTON COMPANIES

PREPARED BY:  
GULF COAST CONSULTING, INC.  
OCTOBER 2015  
PROJECT # 14-048

## TABLE OF CONTENTS

- I. INTRODUCTION
- II. EXISTING CONDITIONS
- III. FUTURE CONDITIONS WITH DEVELOPMENT
- IV. CONCLUSIONS AND RECOMMENDATIONS

  
\_\_\_\_\_  
Robert Pergolizzi, AICP/PTP  
AICP # 9023 / PTP #133

  
\_\_\_\_\_  
Octavio Cabrera, P.E.  
FL. Reg. #14663

Octavio Cabrera

OCT 09 2015

FL P.E. No. 14683

## I. INTRODUCTION

The applicant proposes to improve its property located on the southeast side of Tom Stuart Causeway (SR 666) in the City of Madeira Beach (See Figure 1) The property is adjacent to the Madeira Beach Municipal Marina and access is via an existing right-in/right-out driveway and via the full median opening that serves the city property. The applicant intends to develop a 175 room hotel, a 68 unit condominium, a 150 unit condo/hotel, and a 15,000 square foot restaurant and associated parking. In addition, there will be a small marina with 100 slips that will be limited to use by condominium owners, hotel guests, and restaurant patrons that wish to arrive by boat. The potential site improvements include relocating the frontage road. This traffic analysis was prepared to evaluate the traffic impacts at the driveways and to aid in driveway design.

## II. EXISTING CONDITIONS

The Tom Stuart Causeway (SR 666) is a four-lane divided arterial roadway with a posted speed of 40 MPH and is controlled by a traffic signal at Duhme Road east of the drawbridge and Madeira Way to the west. SR 666 is an Access Class 7 roadway per FDOT Rule 14-97, with a minimum driveway spacing requirement of 125 feet, and a full median opening spacing of 660 feet.

Existing conditions were established by obtaining PM peak period (4-6 PM) intersection turning movement counts at the SR 666/Full Median Opening intersection and the existing right-in/right-out driveway intersection with SR 666 in September 2015. These counts were seasonally adjusted to peak season equivalents using FDOT seasonal adjustment factors. Intersection analysis was performed using the HCS software. The existing (2015) peak hour traffic volumes are shown in Figure 2 and the HCS printouts are included in Appendix A.

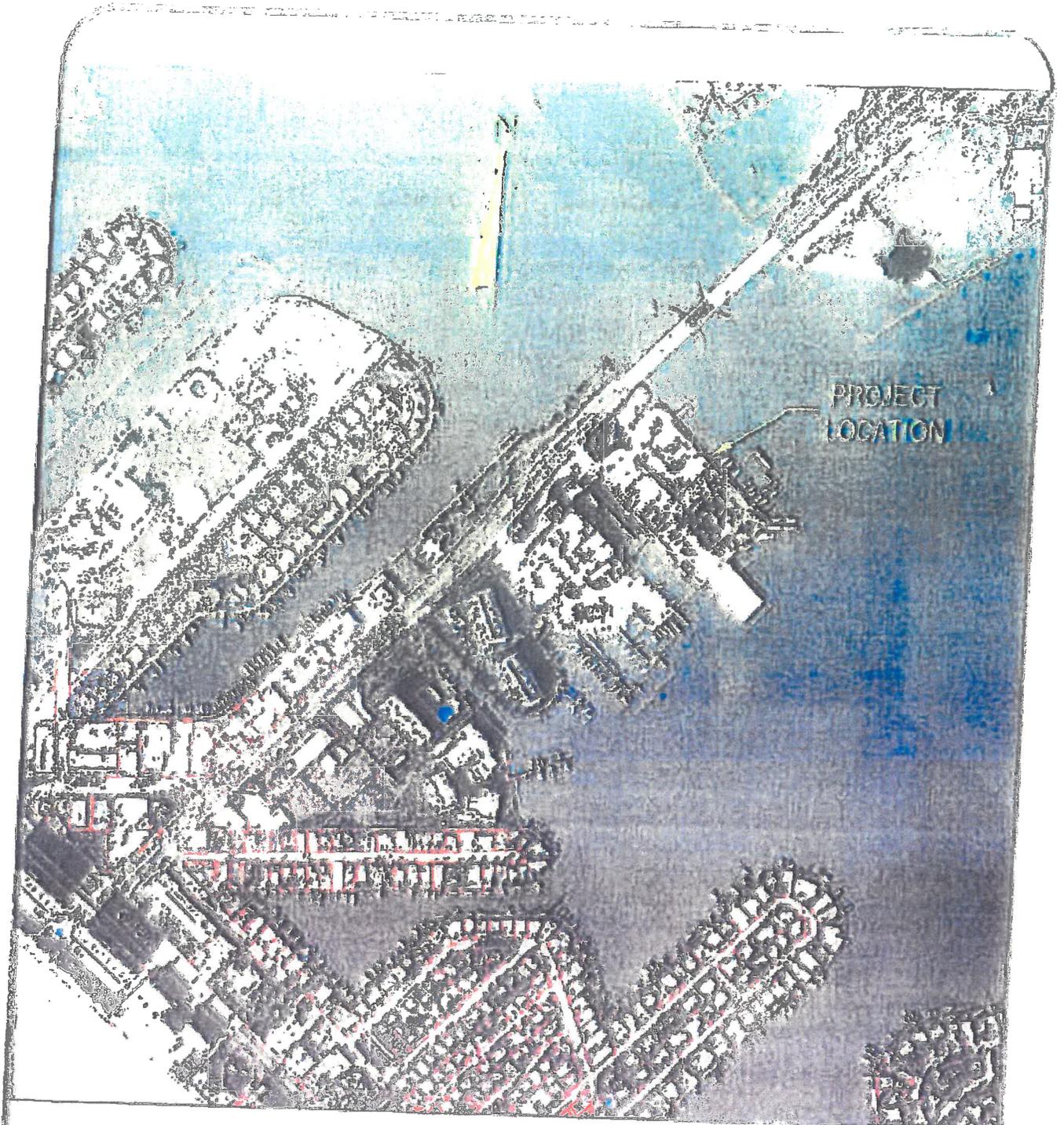
At the full access to SR 666 (Drive A), a total of 16 vehicles entered and 13 vehicles exited the site during the PM peak hour. Westbound left turns operate at LOS B with 11.0 seconds delay, and the exiting vehicles operate at LOS C with 17.6 seconds delay for the exiting motorists.

At the eastern driveway (Drive B) to SR 666 access is limited to right-in/right out movements due to proximity to the drawbridge. During the PM peak hour there were 6 entering vehicles and 11 exiting vehicles. The exiting vehicles operate at LOS B with 12.0 seconds average delay.

Based on the adjusted traffic counts, roadway segment volumes were calculated and analyzed using FDOT Generalized Capacity Tables. The adjacent segment of SR 666 carries 2,108 vehicles during the PM peak hour which represents LOS C on a 4-lane divided roadway.

## III. FUTURE CONDITIONS WITH DEVELOPMENT

Trip generation estimates of the additional traffic caused by the proposed development were made using ITE Trip Generation, 9<sup>th</sup> Edition rates.



PROJECT LOCATION - HOLTON MADEIRA BEACH SITE

PROJECT NO:  
14-048



Gulf Coast Consulting, Inc.  
Land Development Consulting

DATE:  
9/2014

DRAWN BY:  
MKC

FIGURE

1

\P103\14048\14048-048\14048-048.dwg 2/2/2014 10:00:00 AM



Land Use	Amount	ITE LUC	Daily Trips	PM Peak (in/out)
High-Rise Condominium	68 units	232	284	26 (16/10)
High-Rise Condo/Hotel	150 units	232	627	57 (35/22)
Hotel	175 rooms	310	1430	105 (54/51)
Quality Restaurant	15,000 SF	931	1349	112 (75/37)
Total			3,690	300 (180/120)

The additional traffic caused by the development is expected to be 3,690 daily trips of which 300 would occur during the PM peak hour (180 entering / 120 exiting) This would classify as a Category "D" permit application with FDOT. Project traffic was distributed to the surrounding roadway system based on the following percentages which were derived from traffic counts at the existing median opening and driveway.

- 30% west on SR 666 (Tom Stuart Causeway)
- 70% east on SR 666 (Tom Stuart Causeway)

The intersection and driveway were analyzed to consider future operations with the project development in place. Expected future traffic is shown in Figure 3 and the HCS printouts are included in Appendix B.

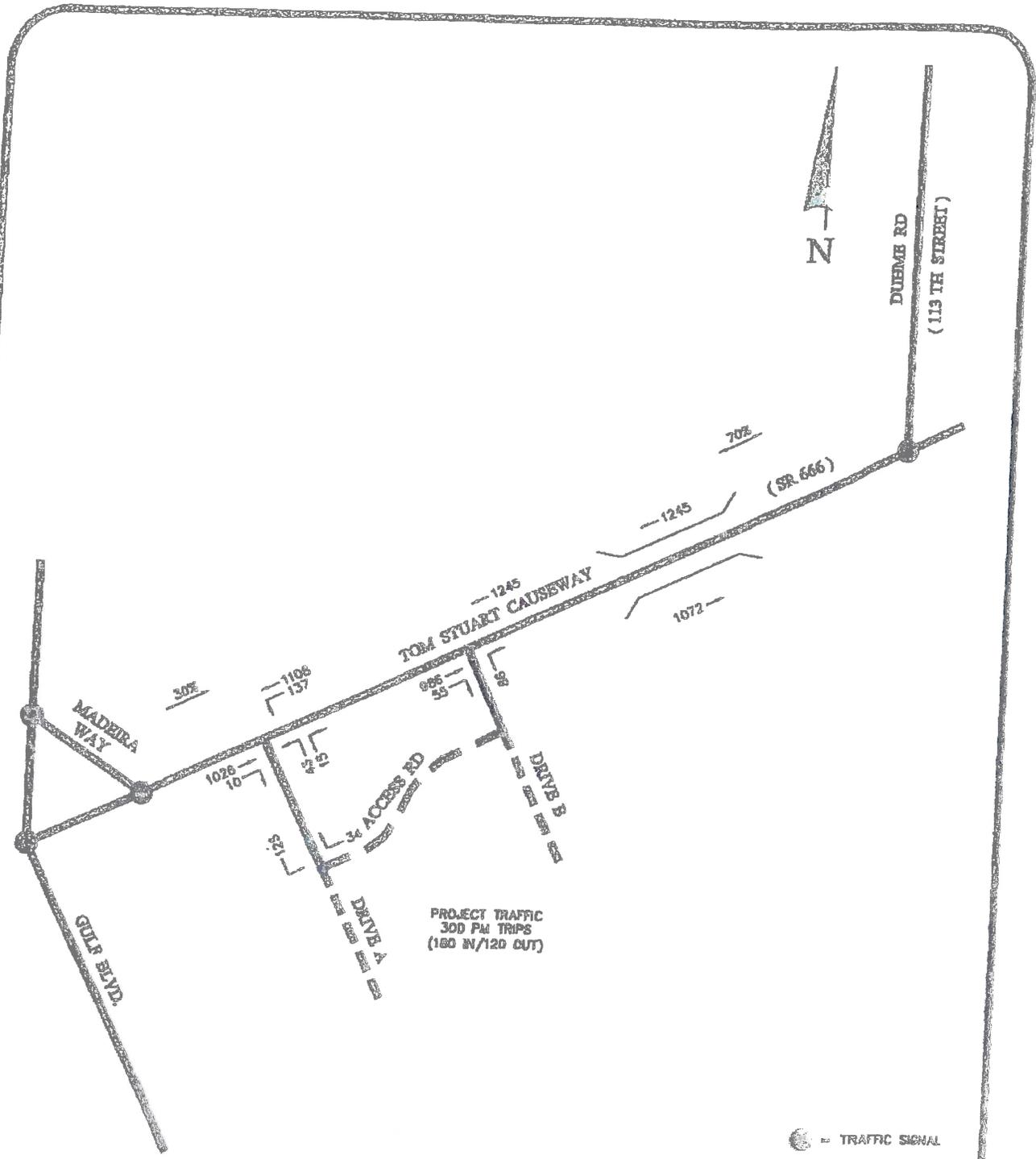
At the full access to SR 666 (Drive A), westbound left turns would operate at LOS B with 13.6 seconds delay and the right-turns exiting would operate at LOS D with delay increasing to 32.0 seconds.

At the eastern driveway (Drive B) to SR 666 which is limited to right turn access, the exiting vehicles would continue to operate at LOS B with 14.1 seconds average delay.

The adjacent segment of SR 666 would continue to operate at LOS C with volume increasing to 2,317 vehicles during the PM peak hour. This represents acceptable levels of service.

#### IV. CONCLUSIONS AND RECOMMENDATIONS

The proposed development of this property to contain condominiums, a condo/hotel, a limited service hotel and a restaurant with dedicated marina slips is expected to generate 3,690 daily trips and an additional 300 PM peak hour trips. With the impacts of the proposed development, all movements at the driveways would operate at acceptable levels of service and SR 666 would continue to operate at LOS C. The left turn lane should be lengthened to include 125 feet of queue storage plus 240 feet deceleration distance per FDOT Index #301 for a 50 MPH design speed urban condition. This will require median modifications and removal of median landscaping.



PROJECT TRAFFIC  
300 PM TRIPS  
(180 IN/120 OUT)

= TRAFFIC SIGNAL

FUTURE PM PEAK HOUR/PEAK SEASON TRAFFIC

PROJECT NO:  
14-048



**Gulf Coast Consulting, Inc.**  
Lead Development Consulting  
RESIDENTIAL TRANSPORTATION PLANNING  
13225 100TH BLVD, SUITE 605  
CORNER, Florida 33783  
Phone (727) 824-3611 Fax (727) 824-6283  
www.gulfcoastconsultinginc.com

DATE:  
10/2015

DRAWN BY:  
GJS

FIGURE:  
3

W:\Projects\14-048\14-048.dwg, 10/20/15, 10:00 AM, 10/20/15, 10:00 AM

APPENDIX A

2014 Peak Season Factor Category Report - Report Type: ALL  
 Category: 1500 PINELLAS COUNTYWIDE

Week	Dates	EF	MOCF: 0.95 PSCF
1	01/01/2014 - 01/04/2014	1.03	1.08
2	01/05/2014 - 01/11/2014	1.05	1.11
3	01/12/2014 - 01/18/2014	1.07	1.13
4	01/19/2014 - 01/25/2014	1.05	1.11
5	01/26/2014 - 02/01/2014	1.03	1.08
6	02/02/2014 - 02/08/2014	1.00	1.05
7	02/09/2014 - 02/15/2014	0.98	1.03
* 8	02/16/2014 - 02/22/2014	0.96	1.01
* 9	02/23/2014 - 03/01/2014	0.95	1.00
*10	03/02/2014 - 03/08/2014	0.95	1.00
*11	03/09/2014 - 03/15/2014	0.94	0.99
*12	03/16/2014 - 03/22/2014	0.93	0.98
*13	03/23/2014 - 03/29/2014	0.93	0.98
*14	03/30/2014 - 04/05/2014	0.94	0.99
*15	04/06/2014 - 04/12/2014	0.94	0.99
*16	04/13/2014 - 04/19/2014	0.94	0.99
*17	04/20/2014 - 04/26/2014	0.95	1.00
*18	04/27/2014 - 05/03/2014	0.96	1.01
*19	05/04/2014 - 05/10/2014	0.97	1.02
*20	05/11/2014 - 05/17/2014	0.98	1.03
21	05/18/2014 - 05/24/2014	0.99	1.04
22	05/25/2014 - 05/31/2014	0.99	1.04
23	06/01/2014 - 06/07/2014	0.99	1.04
24	06/08/2014 - 06/14/2014	0.99	1.04
25	06/15/2014 - 06/21/2014	0.99	1.04
26	06/22/2014 - 06/28/2014	1.00	1.05
27	06/29/2014 - 07/05/2014	1.00	1.05
28	07/06/2014 - 07/12/2014	1.00	1.05
29	07/13/2014 - 07/19/2014	1.01	1.06
30	07/20/2014 - 07/26/2014	1.01	1.06
31	07/27/2014 - 08/02/2014	1.01	1.06
32	08/03/2014 - 08/09/2014	1.02	1.07
33	08/10/2014 - 08/16/2014	1.02	1.07
34	08/17/2014 - 08/23/2014	1.02	1.07
35	08/24/2014 - 08/30/2014	1.04	1.09
36	08/31/2014 - 09/06/2014	1.05	1.11
37	09/07/2014 - 09/13/2014	1.06	1.12
38	09/14/2014 - 09/20/2014	1.07	1.13
39	09/21/2014 - 09/27/2014	1.06	1.12
40	09/28/2014 - 10/04/2014	1.06	1.12
41	10/05/2014 - 10/11/2014	1.05	1.11
42	10/12/2014 - 10/18/2014	1.05	1.11
43	10/19/2014 - 10/25/2014	1.05	1.11
44	10/26/2014 - 11/01/2014	1.05	1.11
45	11/02/2014 - 11/08/2014	1.06	1.12
46	11/09/2014 - 11/15/2014	1.06	1.12
47	11/16/2014 - 11/22/2014	1.06	1.12
48	11/23/2014 - 11/29/2014	1.06	1.12
49	11/30/2014 - 12/06/2014	1.05	1.11
50	12/07/2014 - 12/13/2014	1.04	1.09
51	12/14/2014 - 12/20/2014	1.03	1.08
52	12/21/2014 - 12/27/2014	1.05	1.11
53	12/28/2014 - 12/31/2014	1.07	1.13

\* Peak Season

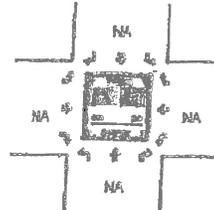
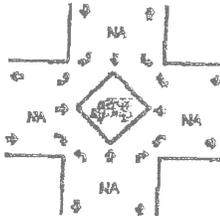
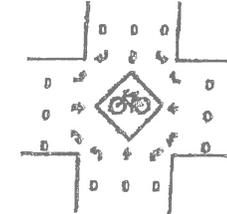
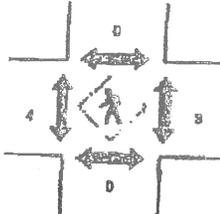
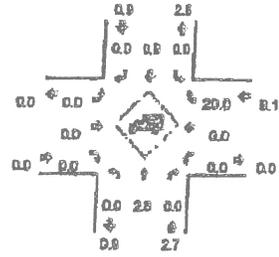
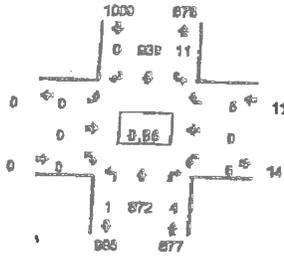
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

LOCATION: Tom Stuart Causeway - Marina Main Dwy  
 CITY/STATE: Madeira Beach, FL

QC JOB #: 13805802  
 DATE: Tue, Sep 29 2015

Peak-Hour: 4:45 PM - 5:45 PM  
 Peak 15-Min: 5:30 PM - 5:45 PM



15-Min Count Period Beginning At	Tom Stuart Causeway (Northbound)				Tom Stuart Causeway (Southbound)				Marina Main Dwy (Eastbound)				Marina Main Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:30 PM	0	220	1	1	3	235	0	0	0	0	0	0	0	0	3	0	472	
4:15 PM	0	211	4	0	4	243	0	1	0	0	0	0	0	3	0	3	469	
4:30 PM	0	207	0	0	2	229	0	1	0	0	0	0	0	0	0	0	439	
4:45 PM	0	223	0	0	3	244	0	0	0	0	0	0	0	0	0	0	470	1850
5:00 PM	0	234	2	0	2	237	0	0	0	0	0	0	3	0	2	0	460	1858
5:15 PM	0	201	2	1	3	178	0	0	0	0	0	0	1	0	2	0	385	1775
5:30 PM	0	214	0	0	2	232	0	1	0	0	0	0	2	0	1	0	450	1898
5:45 PM	0	175	2	0	1	274	0	0	0	0	0	0	3	0	2	0	457	1676

PSCFE 117  
 1108  
 977

Peak 15-Min Flowtype	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	858	0	0	6	1326	0	4	0	0	0	0	2	0	4	0	2208
Heavy Trucks	0	23	0	0	0	12	0	0	0	0	0	0	0	0	0	0	32
Pedestrians	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	12
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Comments:

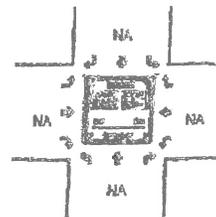
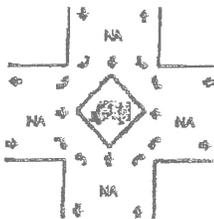
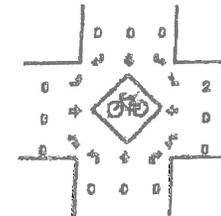
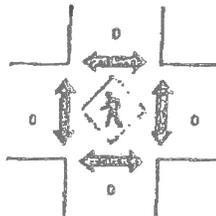
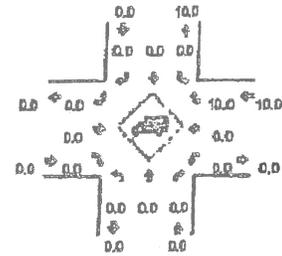
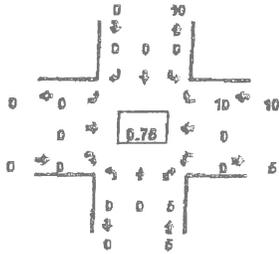
Types of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

LOCATION: Tom Stuart Causeway - Dwy to Marina  
CITY/STATE: Madeira Beach, FL

QC JOB #: 13605801  
DATE: Tue, Sep 29 2015

Peak-Hour: 4:45 PM - 5:45 PM  
Peak 15-Min: 5:00 PM - 5:15 PM



15-Min Count Period	Tom Stuart Causeway (Northbound)				Tom Stuart Causeway (Southbound)				Dwy to Marina (Eastbound)				Dwy to Marina (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	
4:15 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	2	
4:30 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	2	
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	0
5:00 PM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	0	4	12
5:15 PM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	1	0	3	13
5:30 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	3	0	4	15
5:45 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2	0	3	15

PSCT = 0.75 ← 1120

977  
6  
6  
11

Peak 15-Min Flowmeter	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	6	0	0	0	0	0	0	0	0	0	0	0	12	0	20
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	4
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Railroad	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Comments:

TWO-WAY STOP CONTROL SUMMARY							
<b>General Information</b>				<b>Site Information</b>			
Analyst	RP			Intersection	SR 668 / DRIVE A		
Agency/Co.	GCC			Jurisdiction	FDOT		
Date Performed	10/7/2015			Analysis Year	2015 EXISTING		
Analysis Time Period	PM PEAK						
<b>Project Description</b>							
East/West Street: SR 668				North/South Street: DRIVE A - Main Access			
Intersection Orientation: East-West				Study Period (hrs): 0.25			
<b>Vehicle Volumes and Adjustments</b>							
<b>Major Street</b>		<b>Eastbound</b>			<b>Westbound</b>		
Movement	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume (veh/h)		977	4	12	1108		
Peak-Hour Factor, PHF	1.00	0.86	0.86	0.86	0.86	1.00	
Hourly Flow Rate, HFR (veh/h)	0	1136	4	13	1288	0	
Percent Heavy Vehicles	0	-	-	2	-	-	
Median Type: Raised curb							
RT Channelized			0			0	
Lanes	0	2	0	1	2	0	
Configuration		T	TR	L	T		
Upstream Signal		0			0		
<b>Minor Street</b>		<b>Northbound</b>			<b>Southbound</b>		
Movement	7	8	9	10	11	12	
	L	T	R	L	T	R	
Volume (veh/h)	7		6				
Peak-Hour Factor, PHF	0.86	1.00	0.86	1.00	1.00	1.00	
Hourly Flow Rate, HFR (veh/h)	8	0	6	0	0	0	
Percent Heavy Vehicles	2	0	2	0	0	0	
Percent Grade (%)		0			0		
Flared Approach		N			N		
Storage		0			0		
RT Channelized			0			0	
Lanes	0	0	0	0	0	0	
Configuration		LR					
<b>Delay, Queue Length, and Level of Service</b>							
Approach	Eastbound	Westbound	Northbound			Southbound	
Movement	1	4	7	8	9	10	11
Line Configuration		L	LR				
Volume (veh/h)		13	14				
C (m) (veh/h)		603	298				
v/c		0.02	0.05				
95% queue length		0.07	0.15				
Control Delay (s/veh)		11.0	17.6				
LOS		B	C				
Approach Delay (s/veh)	-	-	17.6				
Approach LOS	-	-	C				

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	RP			Intersection	SR 666 / DRIVE B (RIRO)			
Agency/Co.	GCC			Jurisdiction	FDOT			
Date Performed	10/7/16			Analysis Year	2016 EXISTING			
Analysis Time Period	PM PEAK							
Project Description								
East/West Street: SR 666				North/South Street: DRIVE B (RIRO ONLY)				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		877	6		1120			
Peak-Hour Factor, PHF	1.00	0.86	0.86	1.00	0.86	1.00		
Hourly Flow Rate, HFR (veh/h)	0	1136	6	0	1302	0		
Percent Heavy Vehicles	0	-	-	0	-	-		
Median Type	Raised curb							
RT Channelized			0				0	
Lanes	0	2	0	0	2		0	
Configuration		T	TR		T			
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			5					
Peak-Hour Factor, PHF	1.00	1.00	0.86	1.00	1.00	1.00		
Hourly Flow Rate, HFR (veh/h)	0	0	5	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	0		
Percent Grade (%)		0			0			
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0				0	
Lanes	0	0	1	0	0		0	
Configuration			R					
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration					R			
v (veh/h)					5			
C (m) (veh/h)					518			
v/c					0.01			
95% queue length					0.03			
Control Delay (s/veh)					12.0			
LOS					B			
Approach Delay (s/veh)	-	-			12.0			
Approach LOS	-	-			B			

**TABLE 4** Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas<sup>1</sup>

12/18/12

INTERRUPTED FLOW FACILITIES						UNINTERRUPTED FLOW FACILITIES						
<b>STATE SIGNALIZED ARTERIALS</b>						<b>FREEWAYS</b>						
Class I (40 mph or higher posted speed limit) <sup>1</sup>						Lanes						
Lanes	Median	B	C	D	E	B	C	D	E			
2	Undivided	*	1,510	1,600	**	4	4,120	5,540	6,700	7,190		
4	Divided	*	3,420	3,580	**	6	6,130	8,370	10,060	11,100		
6	Divided	*	5,250	5,390	**	8	8,230	11,100	13,390	15,010		
8	Divided	*	7,090	7,210	**	10	10,330	14,040	16,840	18,930		
						12	14,450	18,880	22,030	22,860		
Class II (35 mph or slower posted speed limit)						Freeway Adjustments						
Lanes	Median	B	C	D	E	Auxiliary Lanes Present in Both Directions +1,800		Ramp Metering + 5%				
2	Undivided	*	660	1,330	1,410							
4	Divided	*	1,310	2,920	3,040							
6	Divided	*	2,090	4,500	4,590							
8	Divided	*	2,880	6,060	6,130							
Non-State Signalized Roadway Adjustments (Alter corresponding state volumes by the indicated percent.)						UNINTERRUPTED FLOW HIGHWAYS						
Non-State Signalized Roadways - 10%						Lanes	Median	B	C	D	E	
Median & Turn Lane Adjustments						2	Undivided	770	1,530	2,170	2,990	
Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors	4	Divided	3,300	4,660	5,900	6,530		
2	Divided	Yes	No	+5%	6	Divided	4,950	6,990	8,840	9,790		
2	Undivided	No	No	-20%	Uninterrupted Flow Highway Adjustments							
Multi	Undivided	Yes	No	-5%	Lanes	Median	Exclusive left lanes	Adjustment factors				
Multi	Undivided	No	No	-25%	2	Divided	Yes	+5%				
			Yes	+5%	Multi	Undivided	Yes	-5%				
One-Way Facility Adjustment Multiply the corresponding two-directional volumes in this table by 0.6						Multi	Undivided	No	-25%			
<b>BICYCLE MODE<sup>2</sup></b> (Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)						* Values shown are presented as peak hour two-way volumes for levels of service and are for the automobile/truck mode unless specifically stated. This table does not constitute a statement and should be used only for general planning applications. The computer model from which this table is derived should be used for more specific planning applications. The table and existing computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the Highway Capacity Manual and the Transit Capacity and Quality of Service Manual.						
Paved Shoulder/Bicycle						* Level of service for the bicycle and pedestrian modes in this table is based on number of motorized vehicles, not number of bicycles or pedestrians using the facility.						
Lane Coverage	B	C	D	E	* Base per hour shown are only for the peak hour in the high direction of the higher traffic flow.							
0-49%	*	260	680	1,770	* Cannot be achieved using table input values default.							
50-84%	190	600	1,770	>1,770	** Not applicable for that level of service later grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service later grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value default.							
85-100%	830	1,770	>1,770	**								
<b>PEDESTRIAN MODE<sup>2</sup></b> (Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)												
Sidewalk Coverage	B	C	D	E								
0-49%	*	*	250	850								
50-84%	*	150	780	1,420								
85-100%	340	960	1,560	>1,770								
<b>BUS MODE (Scheduled Fixed Route)<sup>3</sup></b> (Buses in peak hour in peak direction)												
Sidewalk Coverage	B	C	D	E								
0-84%	> 5	≥ 4	≥ 3	≥ 2								
85-100%	> 4	≥ 3	≥ 2	≥ 1								

Source: Florida Department of Transportation System Planning Office  
www.fdot.state.fl.us/hwyeng/transportation/transportation.htm

APPENDIX B

# High-Rise Residential Condominium/Townhouse (232)

**Average Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday**

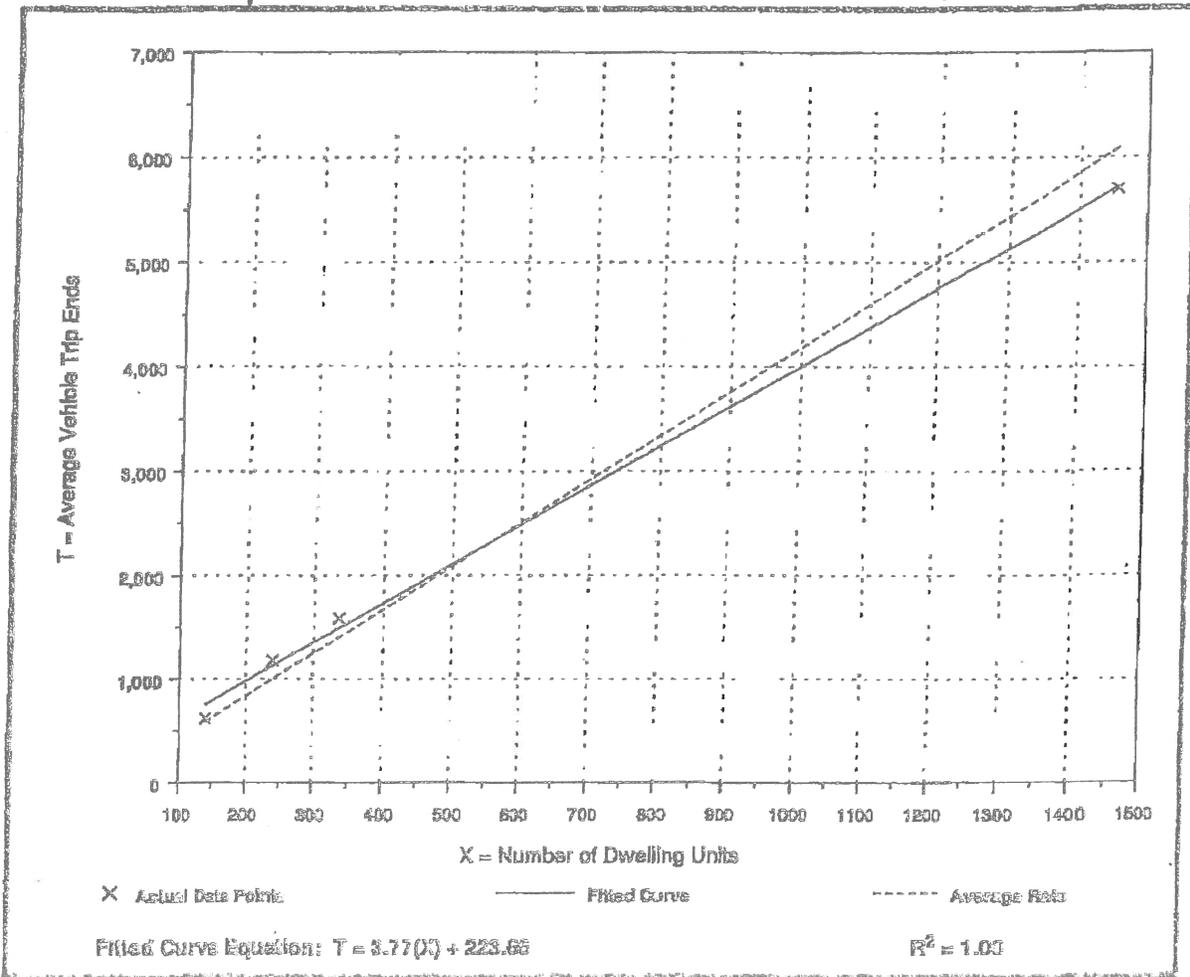
Number of Studies: 4  
Avg. Number of Dwelling Units: 543  
Directional Distribution: 50% entering, 50% exiting

### Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.18	3.91 - 4.93	2.08

### Data Plot and Equation

*Caution - Use Carefully - Small Sample Size*



# High-Rise Residential Condominium/Townhouse (232)

**Average Vehicle Trip Ends vs: Dwelling Units**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 4 and 6 p.m.**

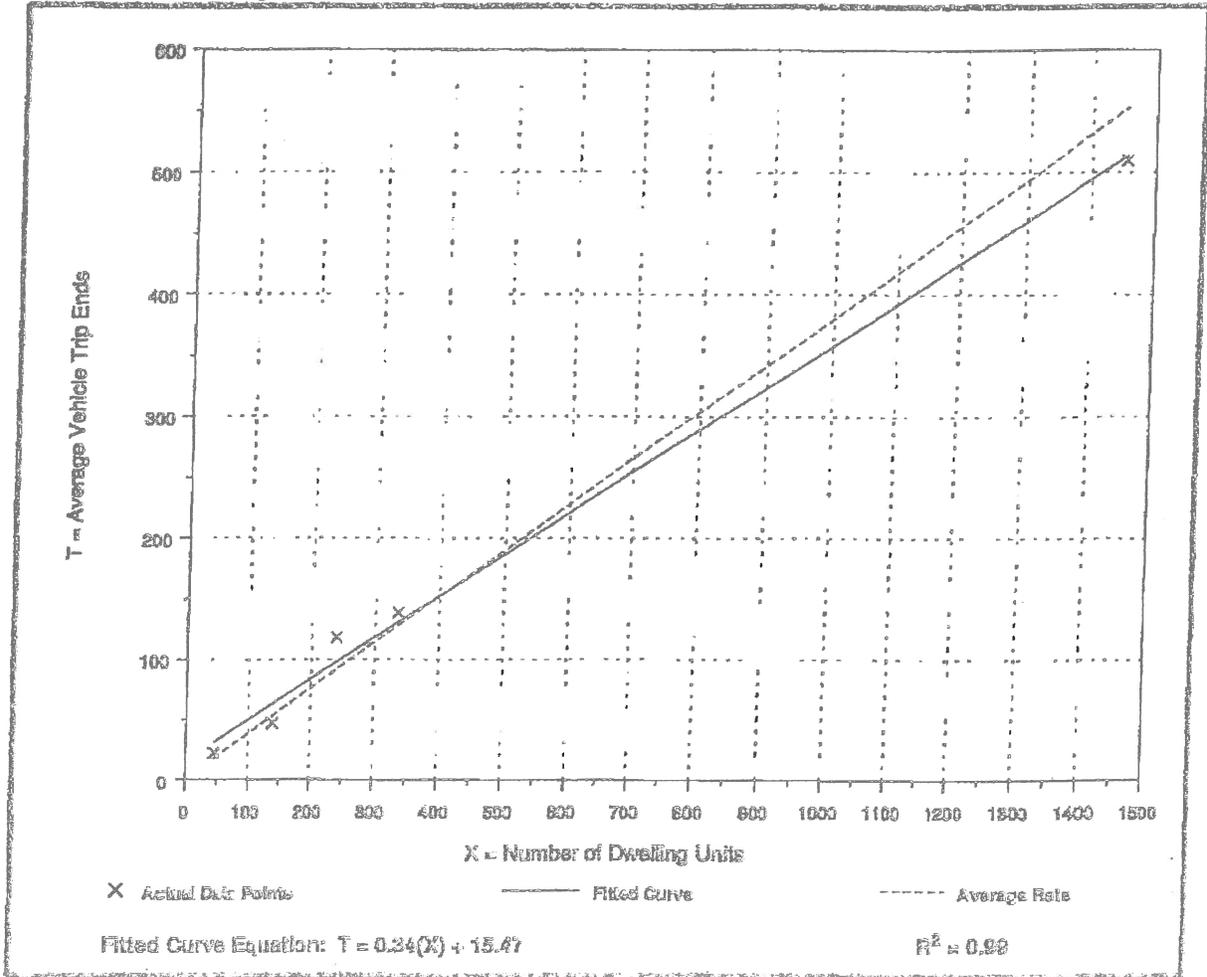
Number of Studies: 5  
 Avg. Number of Dwelling Units: 444  
 Directional Distribution: 62% entering, 38% exiting

### Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.38	0.34 - 0.49	0.62

### Data Plot and Equation

*Caution - Use Carefully - Small Sample Size*



# Hotel (310)

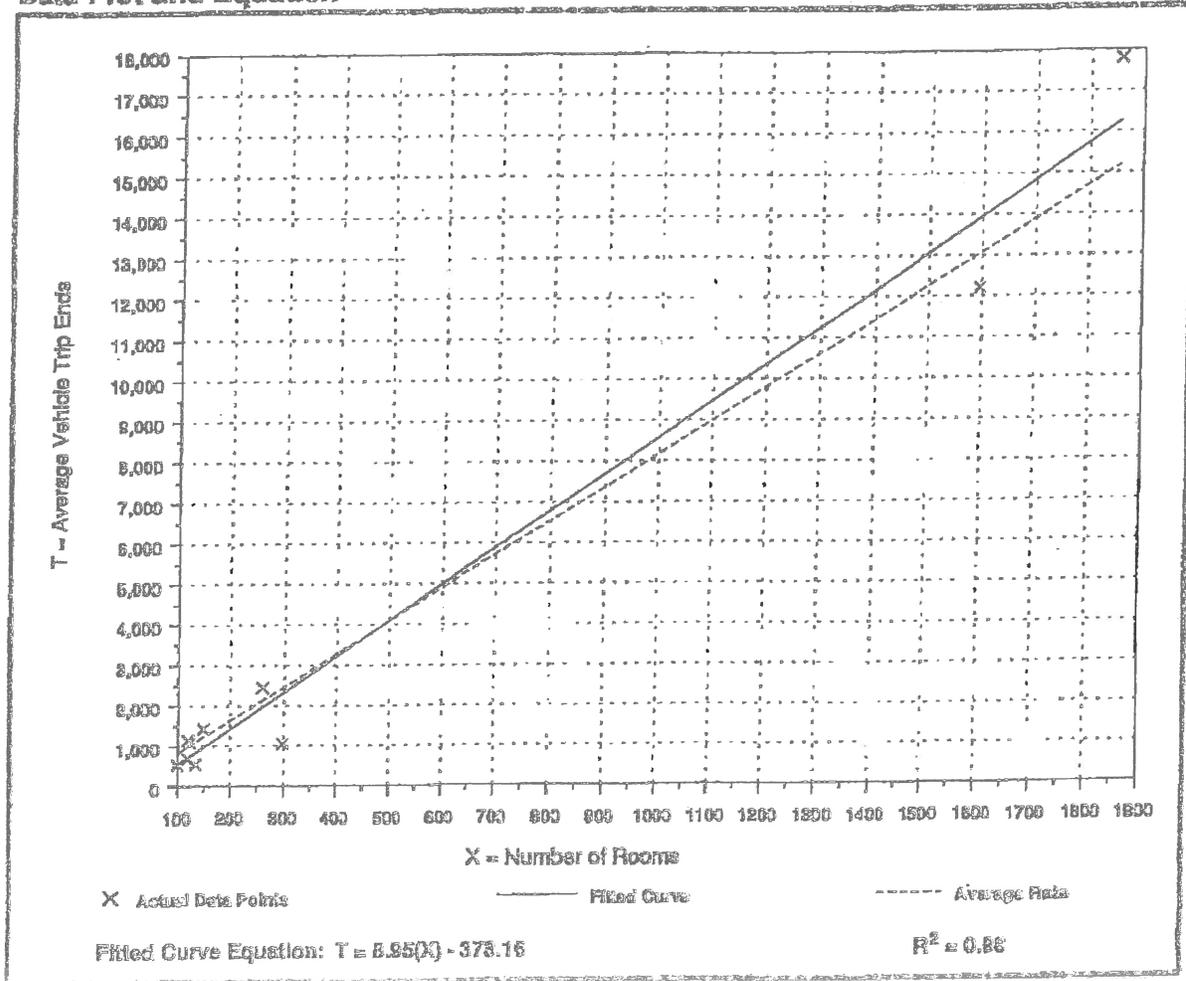
**Average Vehicle Trip Ends vs: Rooms**  
**On a: Weekday**

Number of Studies: 10  
Average Number of Rooms: 476  
Directional Distribution: 50% entering, 50% exiting

### Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
8.17	3.47 - 9.58	3.38

### Data Plot and Equation



# Hotel (310)

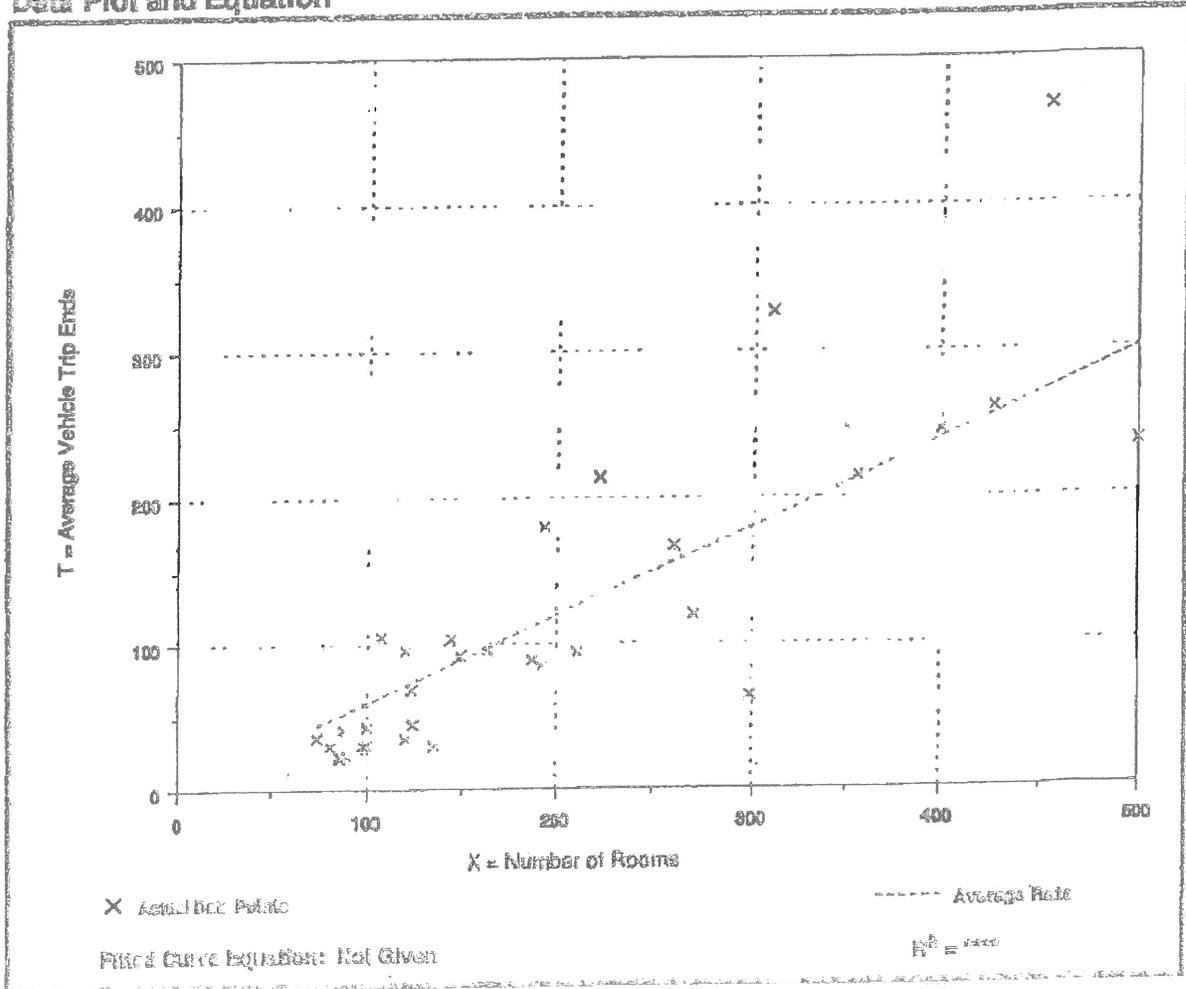
Average Vehicle Trip Ends vs: **Rooms**  
 On a: **Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 4 and 6 p.m.**

Number of Studies: **33**  
 Average Number of Rooms: **200**  
 Directional Distribution: **51% entering, 49% exiting**

### Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.60	0.21 - 1.06	0.81

### Data Plot and Equation



## Quality Restaurant (931)

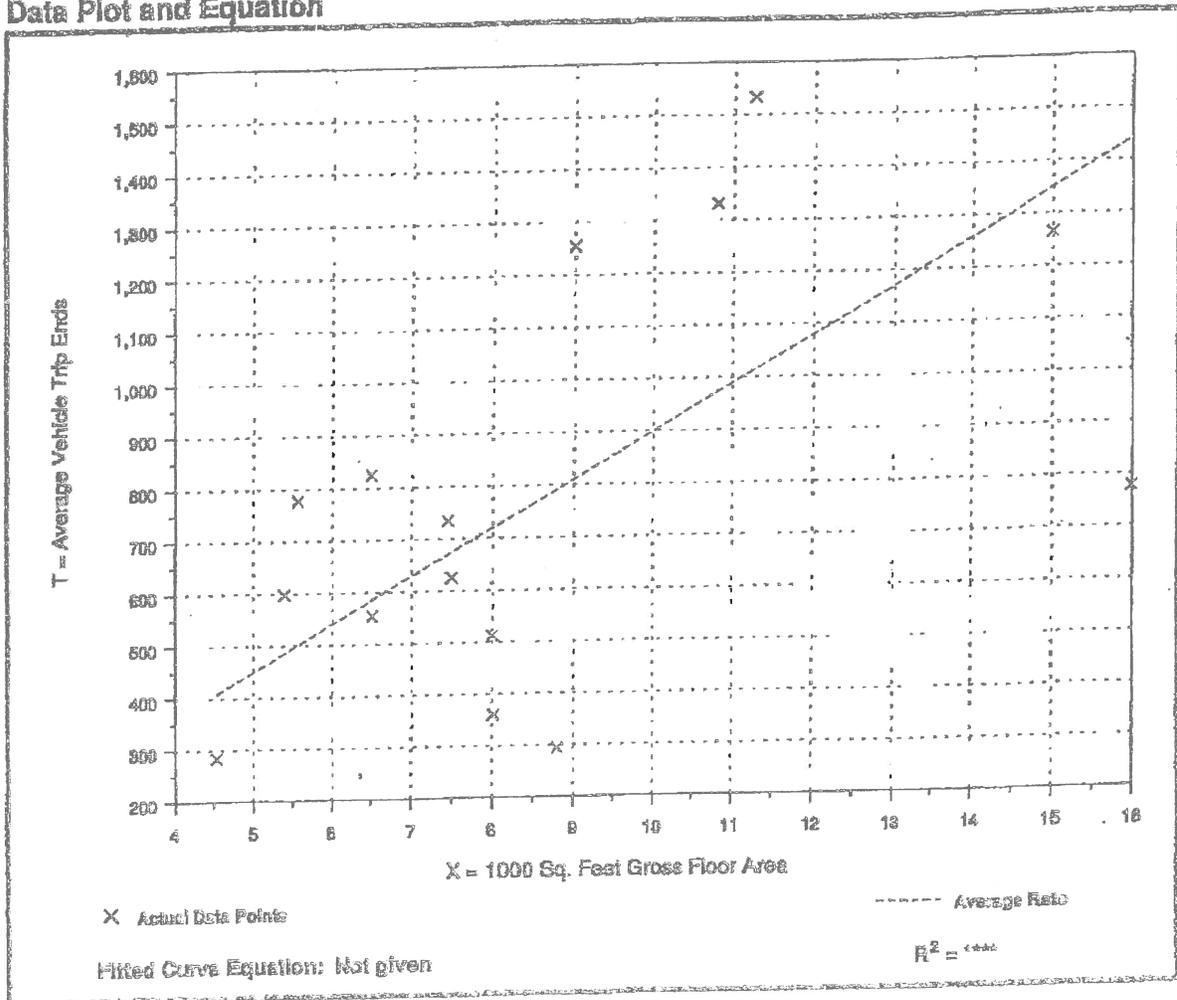
**Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area**  
On a: **Weekday**

Number of Studies: 15  
Average 1000 Sq. Feet GFA: 9  
Directional Distribution: 50% entering, 50% exiting

### Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
89.95	33.41 - 139.80	36.81

### Data Plot and Equation



## Quality Restaurant (931)

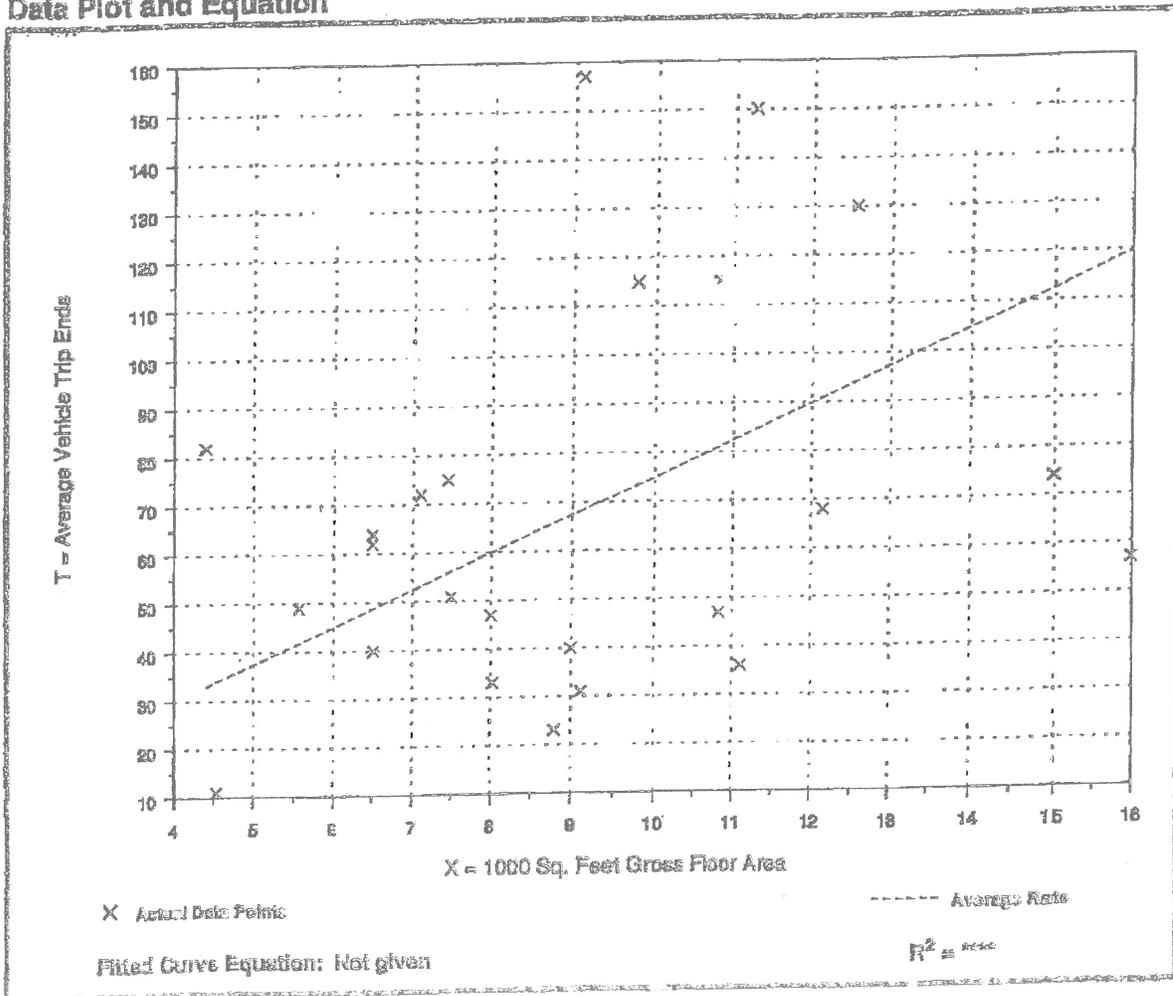
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area  
 On a: Weekday,  
 Peak Hour of Adjacent Street Traffic,  
 One Hour Between 4 and 6 p.m.

Number of Studies: 24  
 Average 1000 Sq. Feet GFA: 9  
 Directional Distribution: 67% entering, 33% exiting

### Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
7.49	2.42 - 18.64	4.89

### Data Plot and Equation

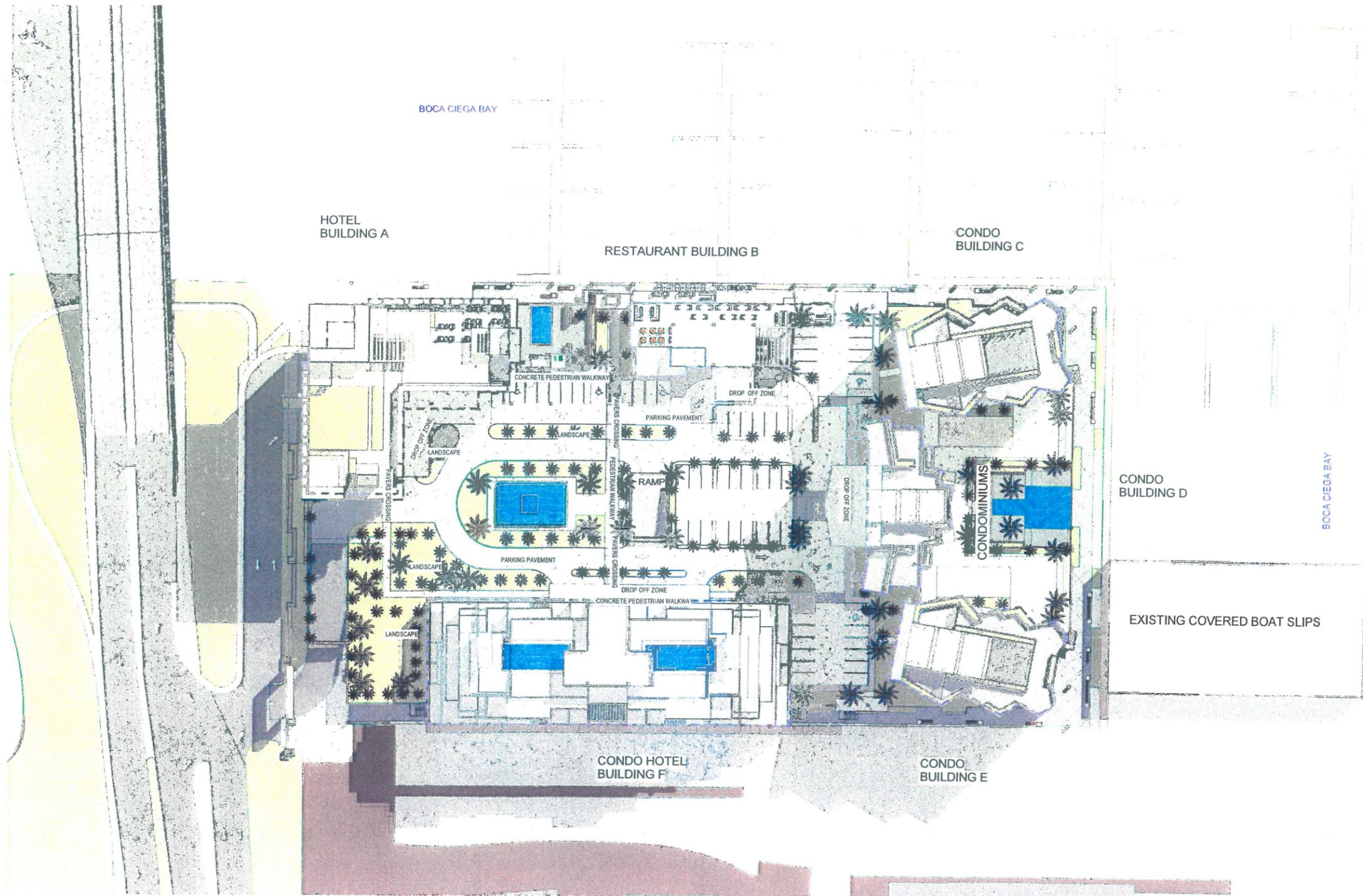
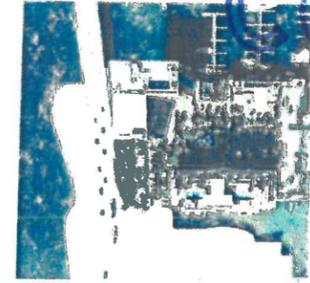


TWO-WAY STOP CONTROL SUMMARY								
<b>General Information</b>				<b>Site Information</b>				
Analyst	RP			Intersection	SR 666 / DRIVE A			
Agency/Co.	GCC			Jurisdiction	FDOT			
Date Performed	10/8/15			Analysis Year	FUTURE WITH PROJECT			
Analysis Time Period	PM PEAK							
<b>Project Description</b>								
East/West Street: SR 666				North/South Street: DRIVE A				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
<b>Vehicle Volumes and Adjustments</b>								
Major Street	Eastbound			Westbound				
	Movement	1	2	3	4	5	6	
	L	T	R	L	T	R		
Volume (veh/h)		1026	10	137	1108			
Peak-Hour Factor, PHF	1.00	0.86	0.86	0.86	0.86	1.00		
Hourly Flow Rate, HFR (veh/h)	0	1193	11	159	1288	0		
Percent Heavy Vehicles	0	-	-	2	-	-		
Median Type								
RT Channelized								
Lanes	0	2	0	1	2	0		
Configuration		T	TR	L	T			
Upstream Signal		0			0			
Minor Street								
Movement	Northbound			Southbound				
	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	43		15					
Peak-Hour Factor, PHF	0.86	1.00	0.66	1.00	1.00	1.00		
Hourly Flow Rate, HFR (veh/h)	49	0	17	0	0	0		
Percent Heavy Vehicles	2	0	2	0	0	0		
Percent Grade (%)		0						
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration		LR						
<b>Delay, Queue Length, and Level of Service</b>								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L		LR				
v (veh/h)		159		66				
C (m) (veh/h)		575		198				
v/c		0.28		0.33				
85% queue length		1.42		1.36				
Control Delay (s/veh)		13.6		32.0				
LOS		B		D				
Approach Delay (s/veh)				32.0				
Approach LOS				D				

Two-Way Stop Control

TWO-WAY STOP CONTROL SUMMARY							
<b>General Information</b>				<b>Site Information</b>			
Analyst	RP			Intersection	SR 666 / DRIVE B (RIRO)		
Agency/Co.	GCC			Jurisdiction	FDOT		
Date Performed	10/8/15			Analysis Year	FUTURE WITH PROJECT		
Analysis Time Period	PM PEAK						
<b>Project Description</b>				<b>North/South Street: DRIVE B (RIRO ONLY)</b>			
East/West Street: SR 666				Study Period (hrs): 0.25			
Intersection Orientation: East-West							
<b>Vehicle Volumes and Adjustments</b>							
Major Street	Eastbound			Westbound			
	1	2	3	4	5	6	
Movement	L	T	R	L	T	R	
Volume (veh/h)		986	55		1245		
Peak-Hour Factor, PHF	1.00	0.86	0.86	1.00	0.86	1.00	
Hourly Flow Rate, HFR (veh/h)	0	1146	63	0	1447	0	
Percent Heavy Vehicles	0	-	-	0	-	-	
Median Type	Raised curb						
RT Channelized			0			0	
Lanes	0	2	0	0	2	0	
Configuration		T	TR		T		
Upstream Signal		0			0		
Minor Street	Northbound			Southbound			
	7	8	9	10	11	12	
Movement	L	T	R	L	T	R	
Volumes (veh/h)			88				
Peak-Hour Factor, PHF	1.00	1.00	0.86	1.00	1.00	1.00	
Hourly Flow Rate, HFR (veh/h)	0	0	88	0	0	0	
Percent Heavy Vehicles	0	0	2	0	0	0	
Percent Grade (%)		0			0		
Flared Approach		N			N		
Storage		0			0		
RT Channelized			0			0	
Lanes	0	0	1	0	0	0	
Configuration			R				
<b>Delay, Queue Length, and Level of Service</b>							
Approach	Eastbound	Westbound	Northbound			Southbound	
	1	4	7	8	9	10	11
Movement					R		
Lane Configuration					RR		
v (veh/h)					486		
C (m) (veh/h)					0.20		
v/c					0.74		
95% queue length					14.1		
Control Delay (s/veh)					B		
LOS							
Approach Delay (s/veh)	-	-			14.1		
Approach LOS	-	-			B		

COPY



Sheet #	Sheet
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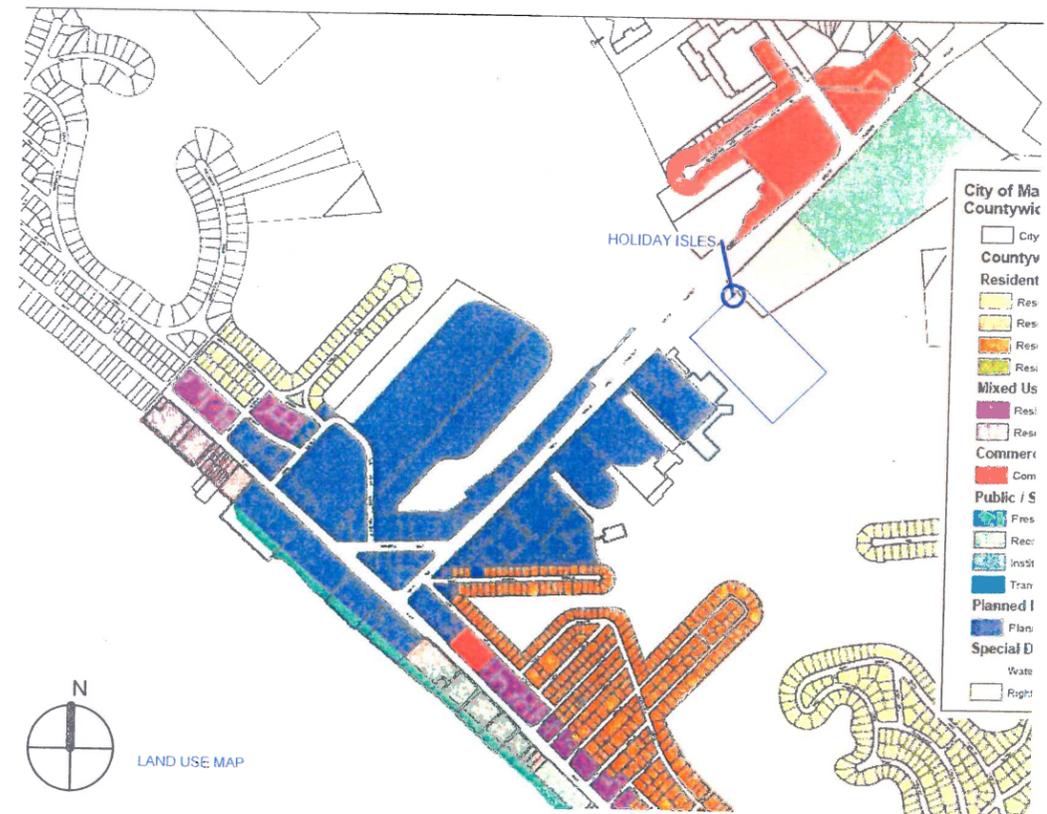
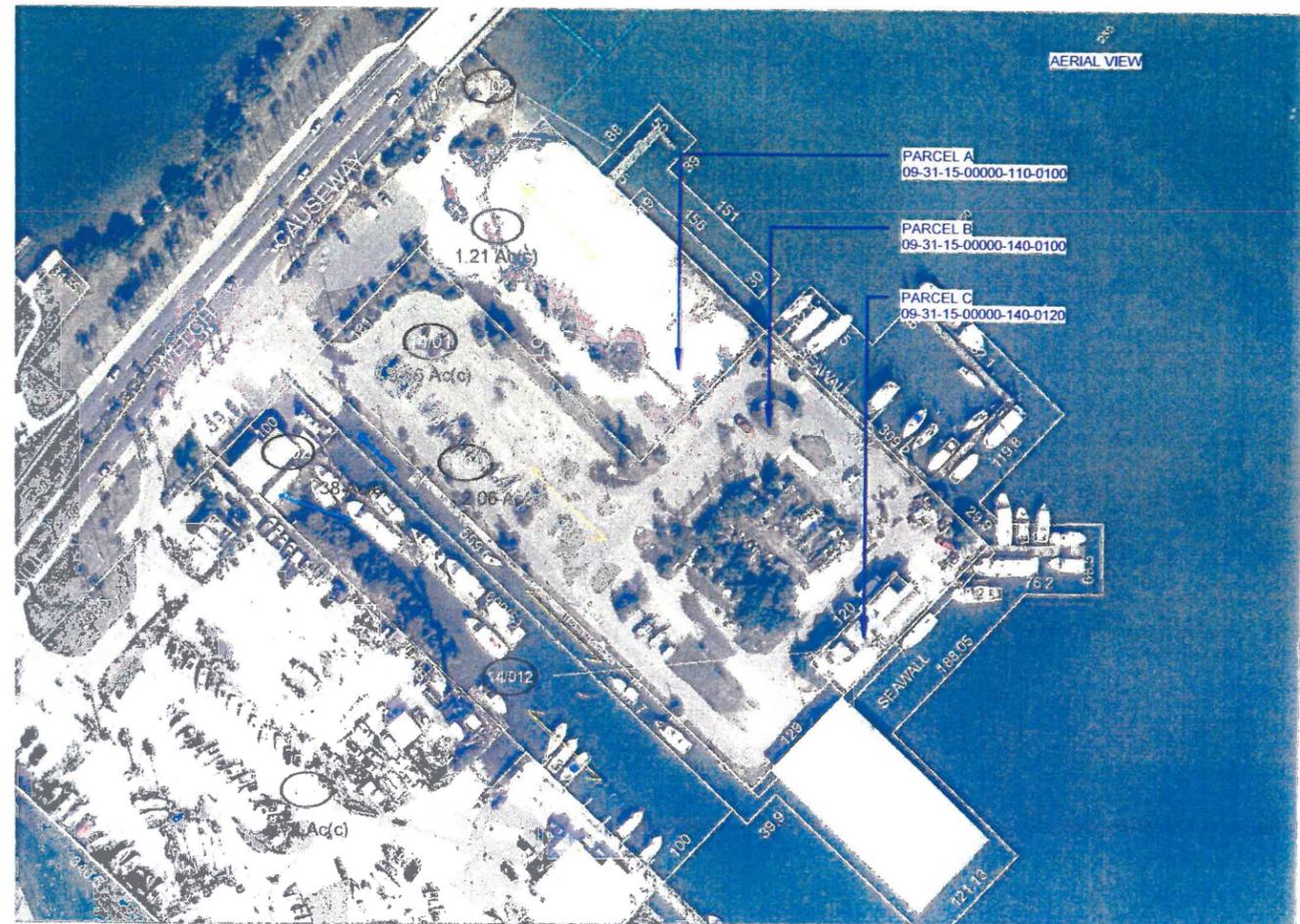
A005a	GROUND LEVEL
A005b	ESPLANADE LEVEL
A005c	TYPICAL LEVEL
A005d	OVERALL
A104	LEVEL 4
A105	LEVEL 5
A106	LEVEL 6
A107	LEVEL 7
A108	LEVEL 8
A109	LEVEL 9
A110	LEVEL 10
A111	LEVEL 11
A700	PROPOSED ROAD AC
Arch	
A000	Cover Sheet
A001	Site Information
A002	Tabulation Sheet
A003	Ref. Master Plan
A004	Aerial View Projection
A100	Ground Level (LEVEL 1)
A101	Esplanade Level (LEVEL 2)
A102	LEVEL 3
A300	Elevations
A301	Elevations
A400	Sections
A401	Sections
A500	Views
A501	Views
A502	Views
Phasing	
A600	Ground Level Master Plan
A601	Ground Level Condo Master Plan
A602	Ground Level Condo Master Plan
A603	Ground Level Hotel Master Plan
Survey	
C001	Survey Sheet 1
C002	Survey Sheet 2



PROJECT TEAM DIRECTORY

PROJECT OWNER: The Holton Companies

ARCHITECT: BEHAR+PETERANECZ: ARCHITECTURE  
 103 ROGERS STREET  
 CLEARWATER, FLORIDA 33756  
 PHONE: 727.478.3073



PROPERTY DATA

CURRENT ZONING	ZONE C-4	FUTURE LAND USE: PLANNED REDEVELOPMENT
CURRENT LAND USE:	PR-MU	
PROPOSED: PD (PLAN DEVELOPMENT) Madera Beach Town Center Special Area Plan - Causeway District		

PARCEL A

09-31-15-00000-110-0100

OWNERSHIP

C & T ENTERPRISES INC  
9800 4TH ST N STE 200  
MADEIRA BEACH FL 33702-2462

LEGAL DESCRIPTION

PT OF GOVT LOT 1 IN SEC 9 & 10-31-15 DESC AS FR S LN OF GOVT LOT 1 & C/L OF 150TH AVE TH N44DE 2099.18 FT TH S46DE 50FT FOR POB TH N44DE 175FT TH S46DW 300FT TH S44DW 175FT TH N46DW 300FT TO POB CONT 1.21AC(C)

SUBMERGED LAND LEASE A

09-31-15-00000-140-0110

PARCEL B

09-31-15-00000-140-0100

OWNERSHIP

M H H ENTERPRISES INC  
150 153RD AVE STE 203  
MADEIRA BEACH FL 33708-1856

LEGAL DESCRIPTION

PT OF GOVT LOT 1 IN NE 1/4 OF SEC 9 & PT OF NW 1/4 OF SEC 10 DESC FROM S LN OF GOVT LOT 1 & C/L OF 150FT AVE TH N44DE 1918FT TH S46DE 50FT FOR POB TH N44DE 181FT TH S46DE 300FT TH N44DE 175FT TH S46DE 300FT TH S44DW 82FT TH N46DW 45FT TH S44DW 120FT TH S46DE 45FT TH S44DW 129 FT TH N46DW 550FT TH S44DW 25FT TH N46DW 50FT TO POB CONT 3.56AC (C)

SUBMERGED LAND LEASE A

09-31-15-00000-110-0200

PARCEL C

09-31-15-00000-140-0120

OWNERSHIP

M H H ENTERPRISES INC  
150 153RD AVE STE 203  
MADEIRA BEACH FL 33708-1856

LEGAL DESCRIPTION

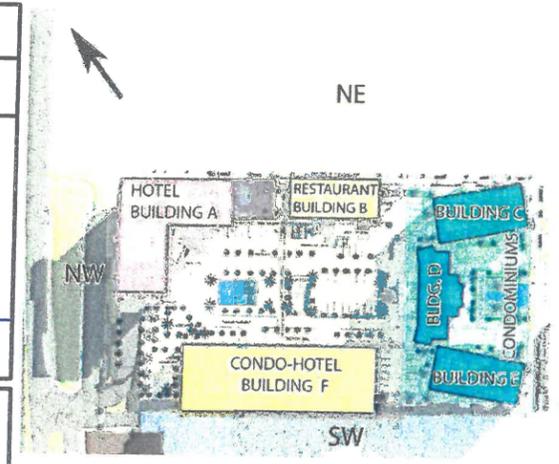
(LEASE TO DEC 1, 1994) PT OF NW 1/4 OF 10-3 FROM S LN OF GOVT LOT 1 & C/L OF 150TH AVE OF SEC 9 TH N44DE 1918 FT TH S46DE 100FT 25FT TH S46DE 550FT TH N44DE 129FT FOR P N46DW 45FT TH N44DE 120FT TH S46DE 45FT 120 FT TO POB

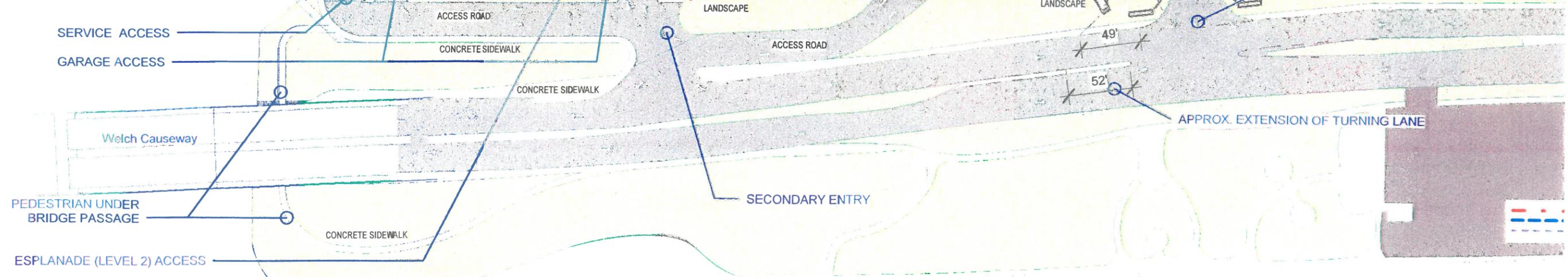
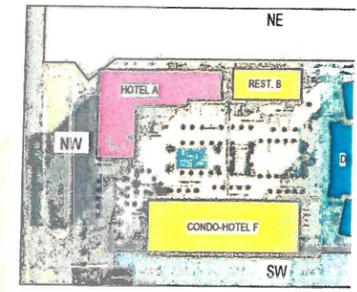
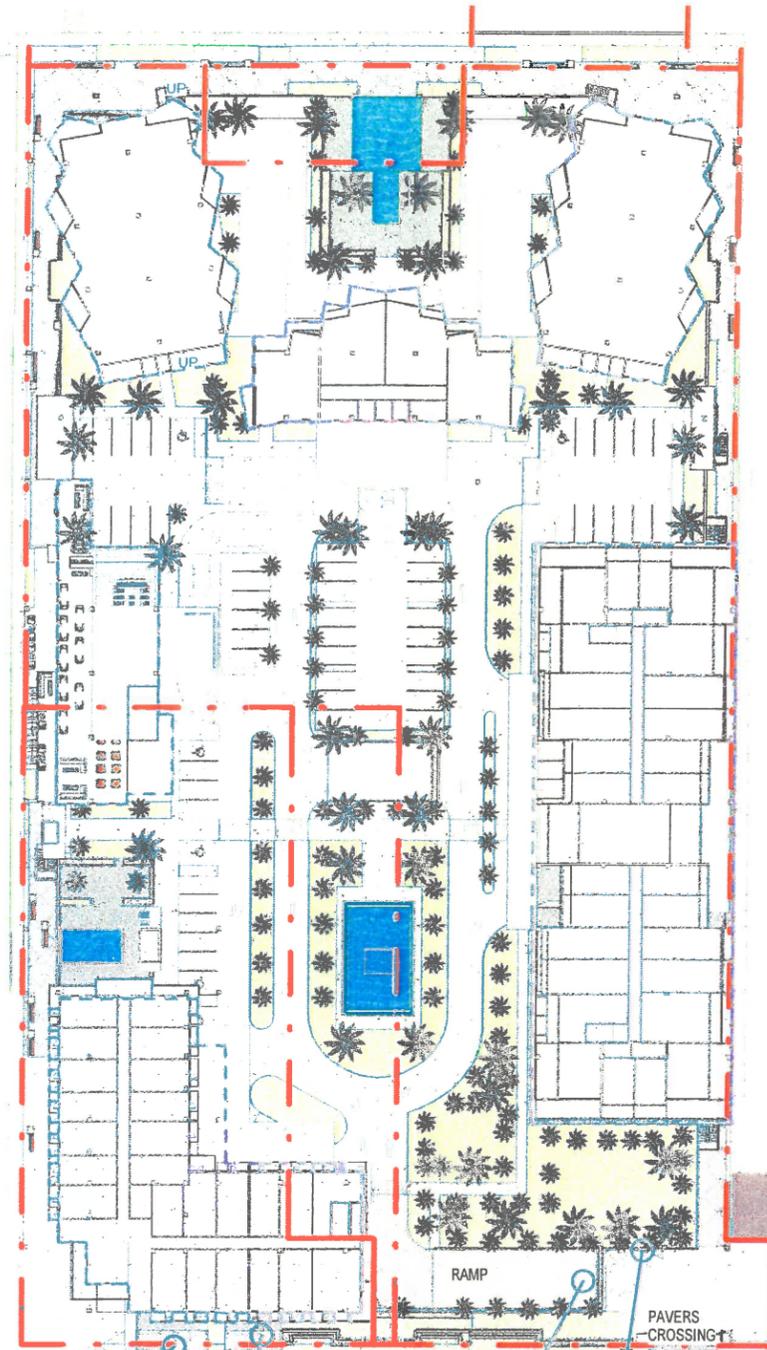
# Holiday Isle Site Data Table Revised 14 January 2016

SITE AREA: 199,850 SF 4.59 ACRES

## TABULATION TABLE

		UNITS/COUNTS		BUILDING	SETBACK	PARKING		FAR		ISR	
		PROPOSED	PERMITTED	HEIGHT PROPOSED ABOVE BFE (12'-0")	TO SEAWALL / PROPERTY LINE/ BLDG	PROPOSED	REQUIRED	PROPOSED	PERMITTED	PROP.	REQ.
TEMPORARY LODGING	BUILDING A LIMITED SERVICE HOTEL	150 UNITS		90 FT 7 STORIES OVER 1 PARKING	82' SW to Bldg. 15' NW to P.Line 15' NE to P.Line 82' SE to Bldg.	150	150	99,205 SF			
	BUILDING F CONDO-HOTEL	122 UNITS		77 FT 5 STORIES OVER 3 PARKING	0' SW to P.Line 105' NW to P.Line 82' NE to Bldg. 55' SE to Bldg.	122	122	71,882 SF			
	SUB-TOTAL	<b>272 UNITS</b> <small>59 UNITS /ACRE</small>	<b>573 UNITS</b> <small>125 UNITS /ACRE</small>			<b>272</b> <small>1/UNITS</small>	<b>272</b> <small>1/UNITS</small>	<b>171,087 SF</b>			
RESIDENTIAL	BUILDING C	22 UNITS		73 FT 7 STORIES OVER 1 PARKING	15' SW to P.Line 55' NW to Bldg.	44	44	154,800 SF			
	BUILDING D	24 UNITS		93 FT 9 STORIES OVER 1 PARKING	17' NE to P.Line 14' SE to P.Line	48	48				
	BUILDING E	22 UNITS		73 FT 7 STORIES OVER 1 PARKING		44	44				
	SUB-TOTAL	<b>68 UNITS</b> <small>15 UNITS /ACRE</small>	<b>68 UNITS</b> <small>15 UNITS /ACRE</small>			<b>136</b> <small>2/UNITS</small>	<b>136</b> <small>2/UNITS</small>	<b>154,800 SF</b>			
COMMERCIAL	BUILDING B RESTAURANT	1 200 seats	NOT SPECIFIED	34 FT 2 STORIES OVER 1 PARKING	168' SW to Bldg. 82' NW to Bldg. 15' NE to P.Line 55' SE to Bldg.	50 <small>1 PER 4 SEATS</small>	50 <small>1 PER 4 SEATS</small>	17,000 SF			
	DOCK MASTER	1				2	2	1,000 SF			
	SUB-TOTAL					<b>52</b>	<b>52</b>	<b>18,000 SF</b>			
BOAT SLIPS	COVERED DOCKS SW SIDE DOCKS ADD. BOAT SLIPS	EXISTING SLIPS 57 ADD. BOAT SLIPS 107	EXISTING BLDG.	20 FT		TBD					
	SUB-TOTAL	<b>164</b>									
PARKING	SUB-TOTAL (FROM USES)				16' SW to Bldg. 15' NW to Bldg. 16' NE to P.Line 24' SE to Seawall 14' SE to P.Line	460	460				
	PARKING CREDITS NON ASSIGNED PARKING	BICYCLE RACK				-3	-3				
	TOTAL PARKING					<b>525</b>	<b>457</b>	<b>204,547 SF</b>			
OVERALL SITE AREA TOTALS								<b>548,434 SF</b> <small>2.74</small>	<b>799,400 SF</b> <small>4.00</small>	<b>135,850 SF</b> <small>67.98%</small>	<b>169,872SF</b> <small>85.00%</small>





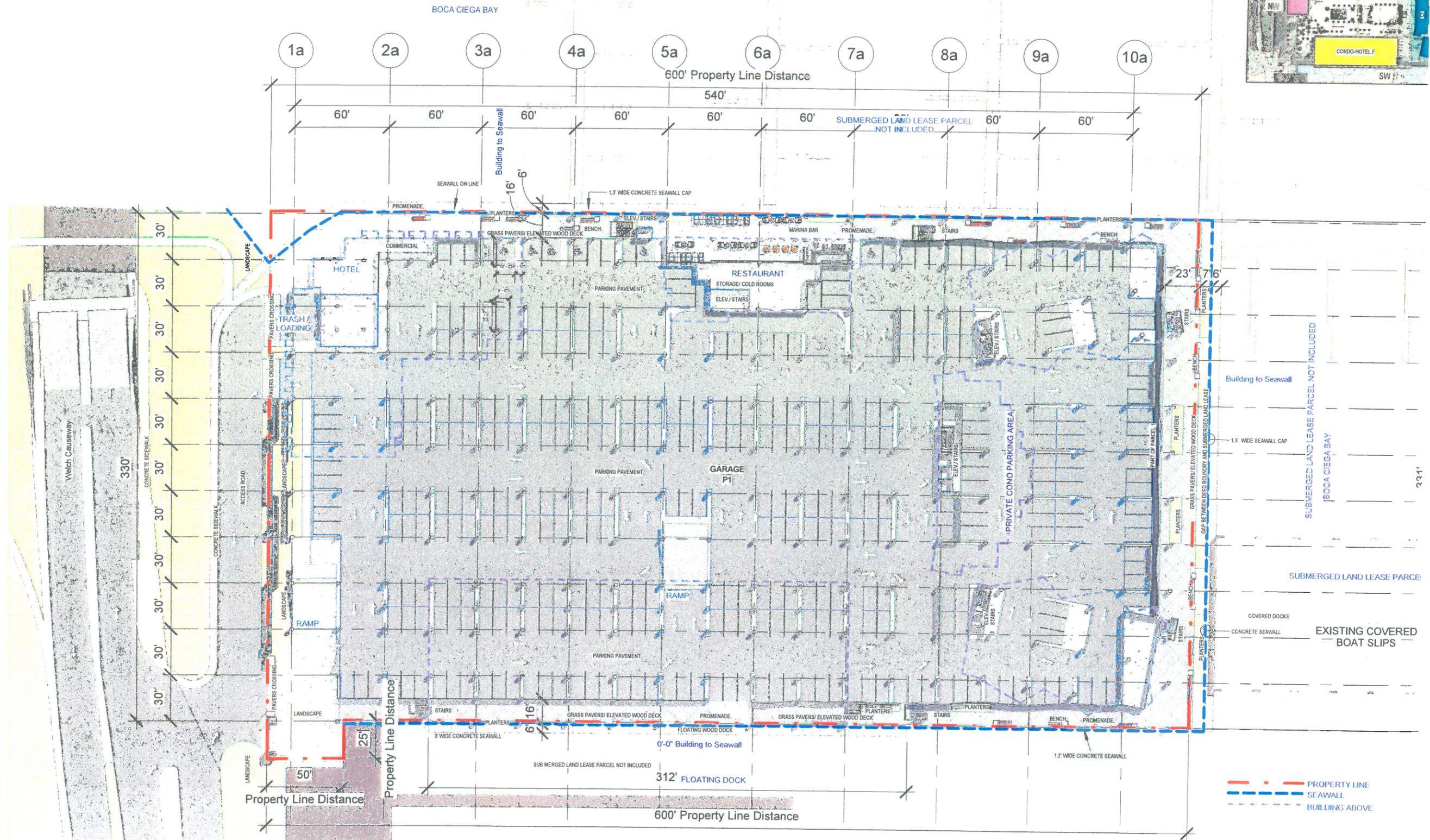
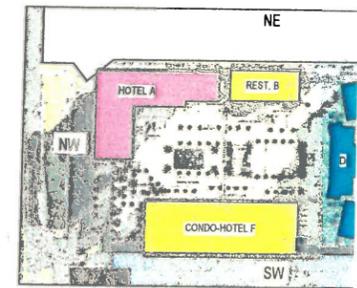
NOTE: SITE IS FOR REPRESENTATION USE ONLY DIMENSIONS ARE APPROXIMATE AND WILL VARY WITH ACTUAL SURVEY AND CIVIL PLANS

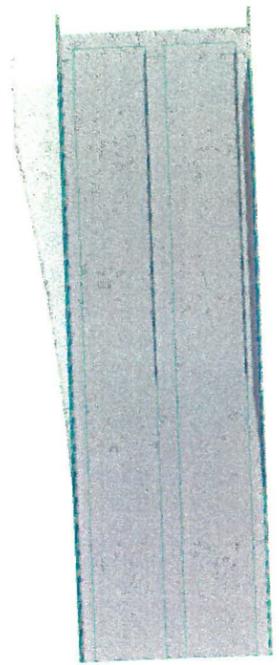
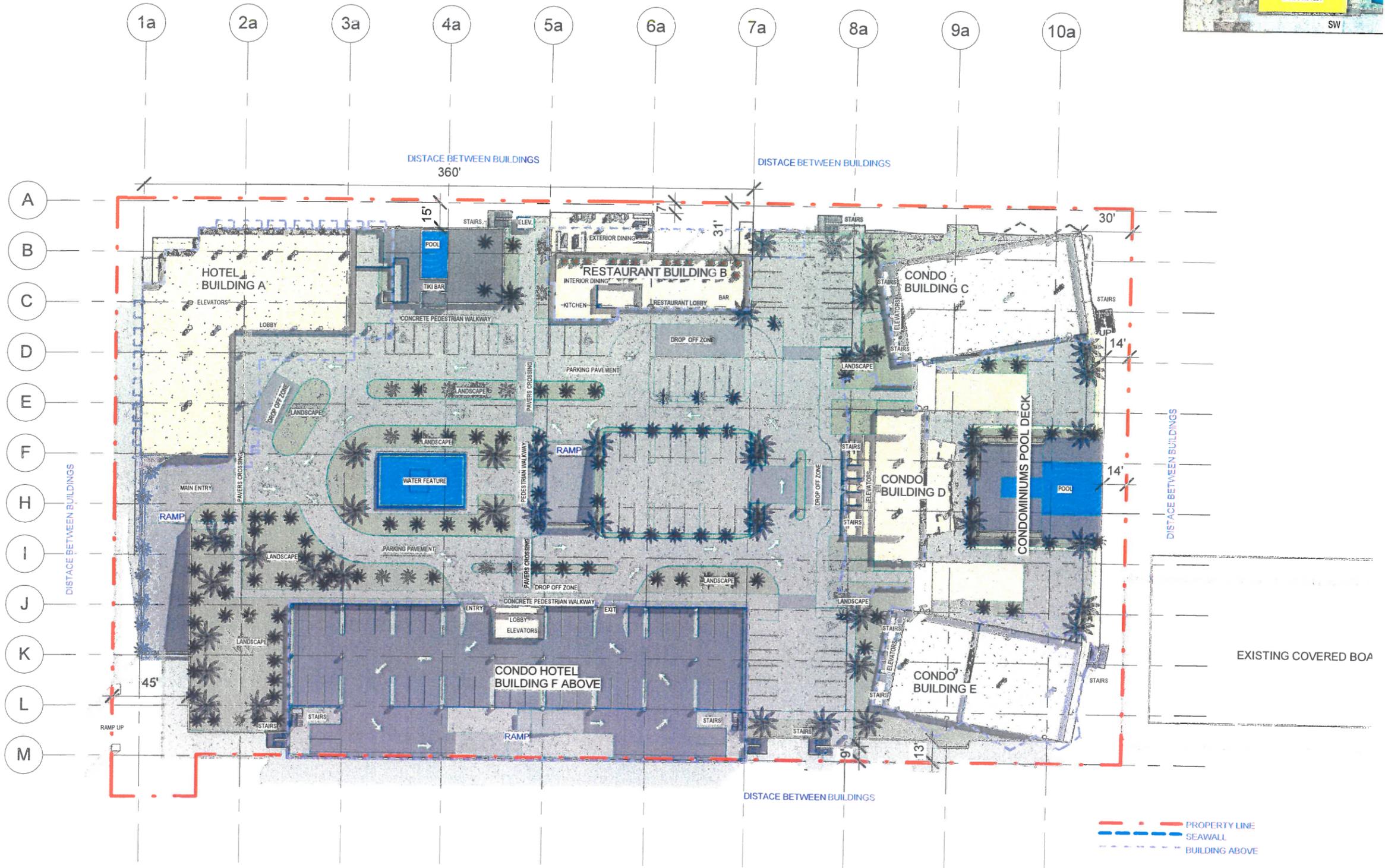
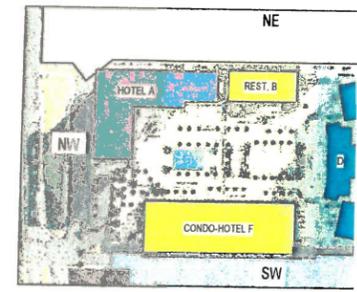


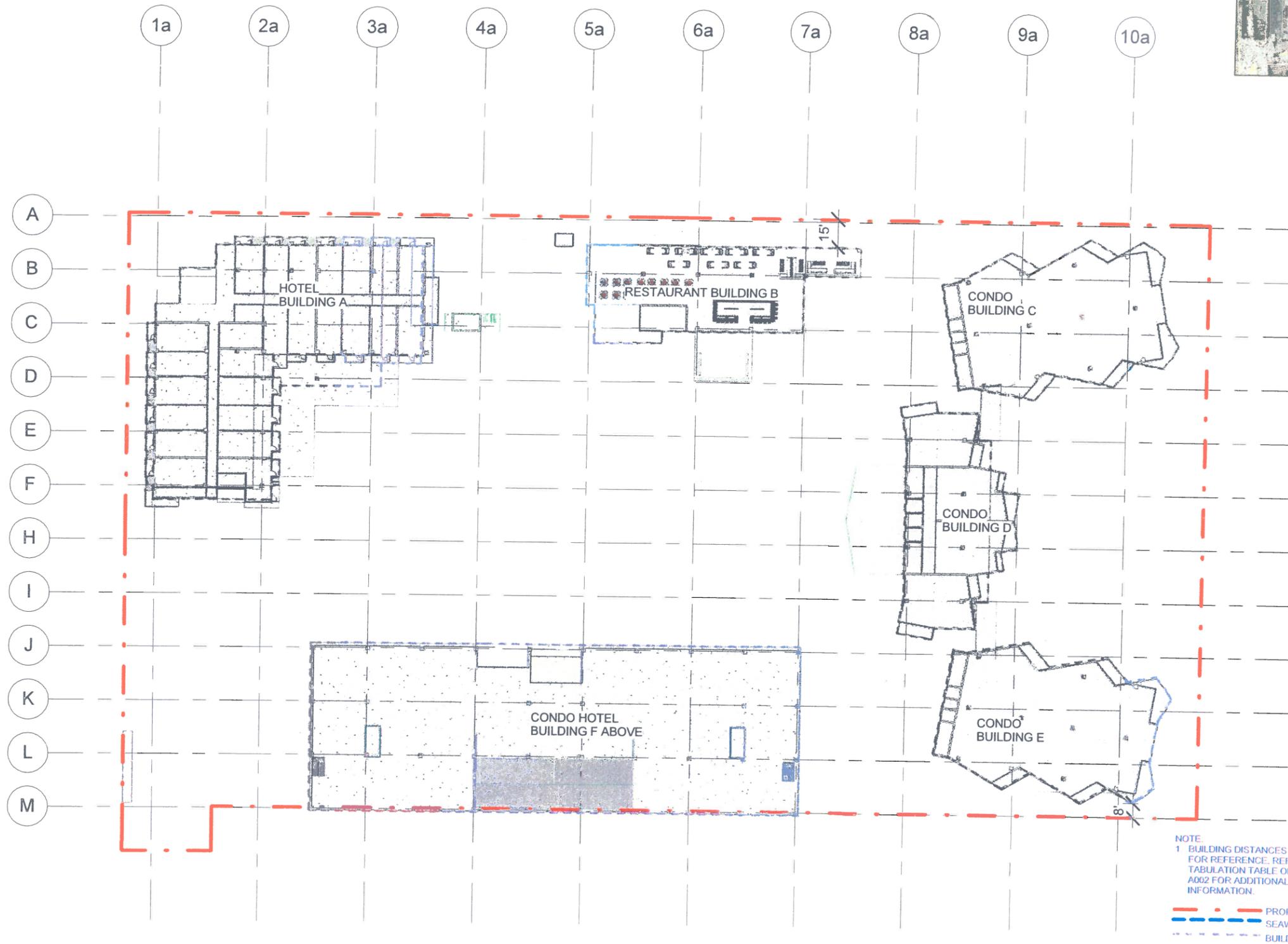
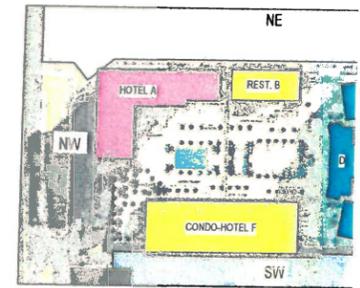
EXISTING CONDITIONS

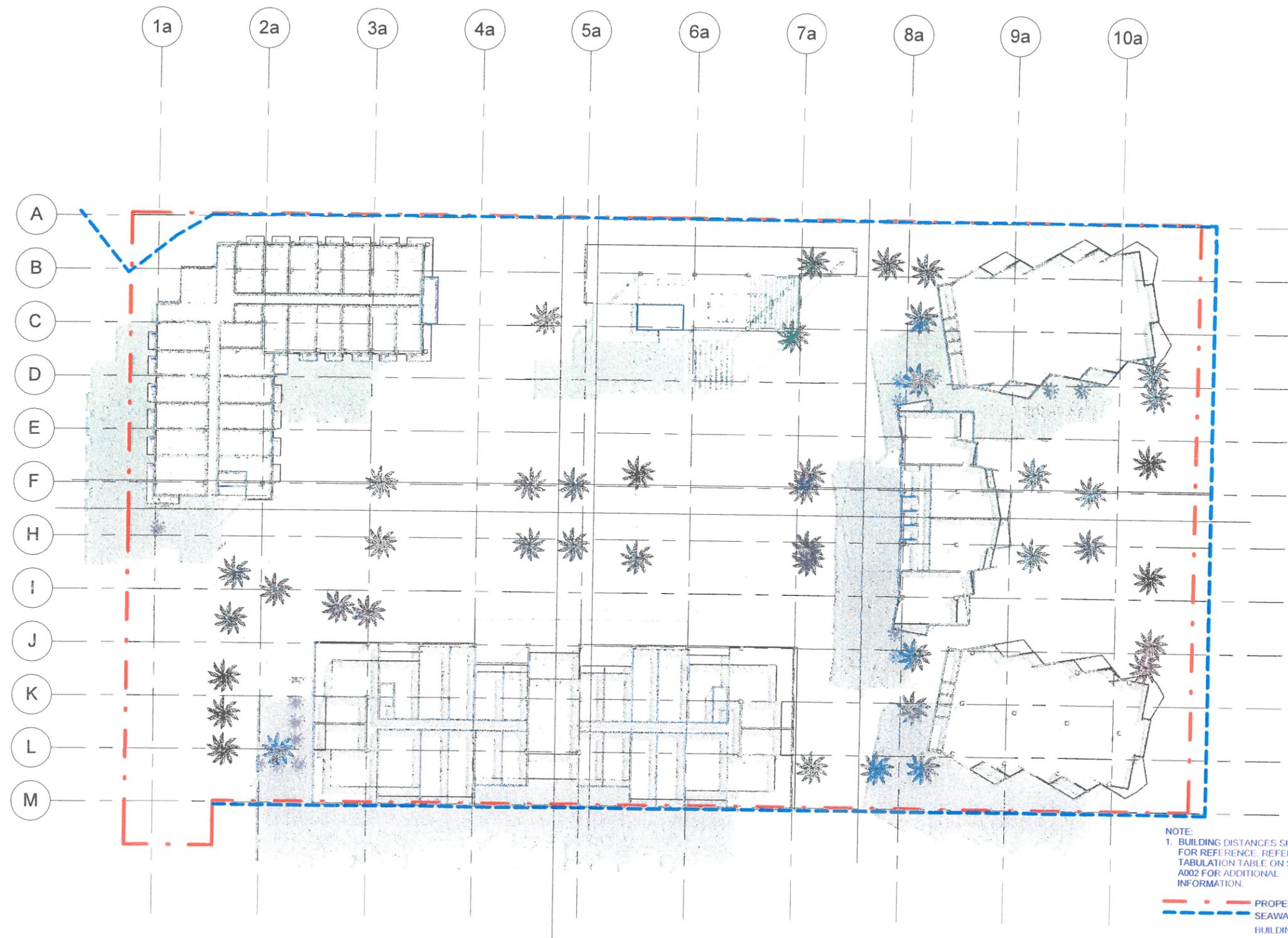


PROPOSED MASTER PLAN





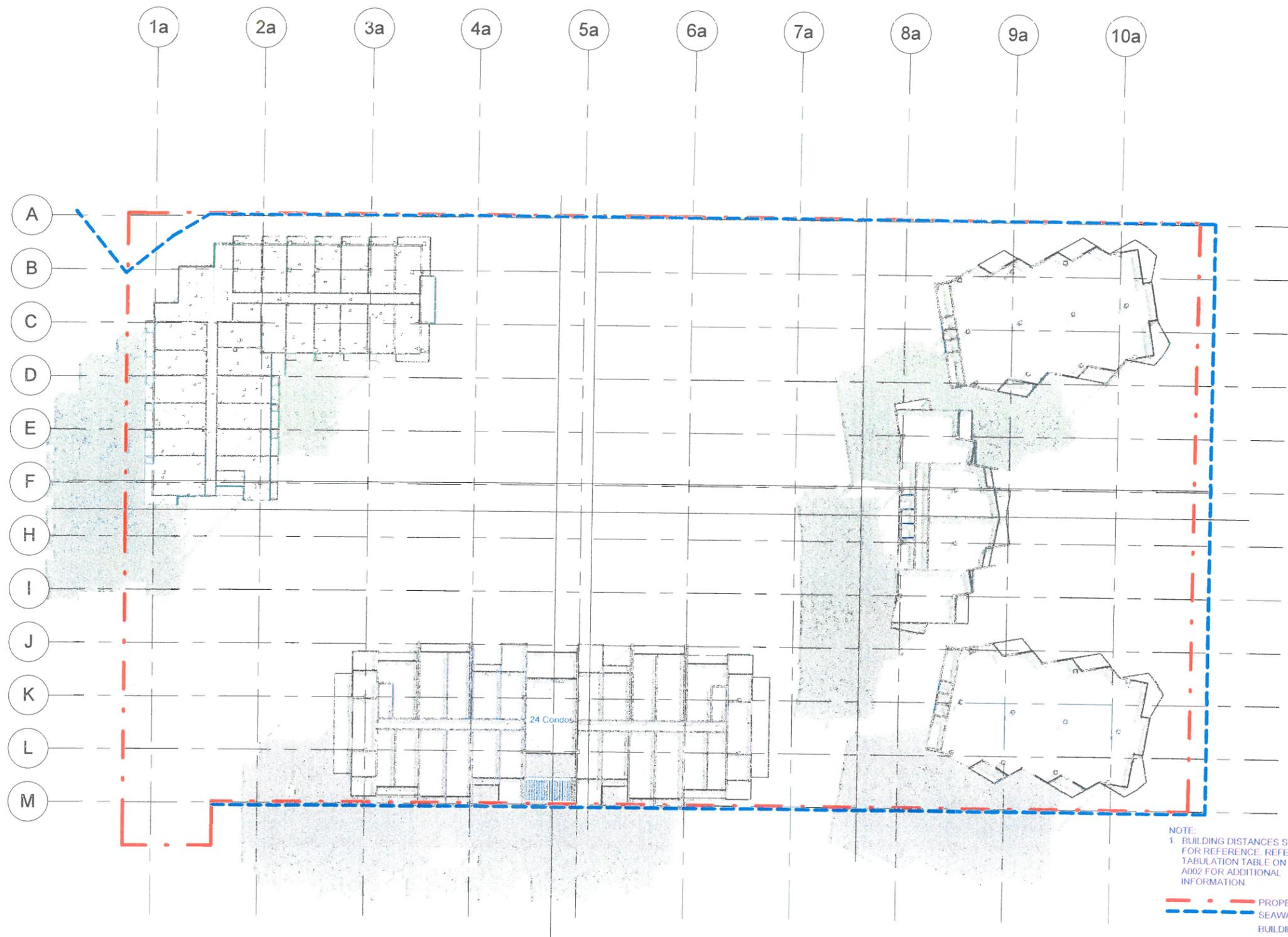






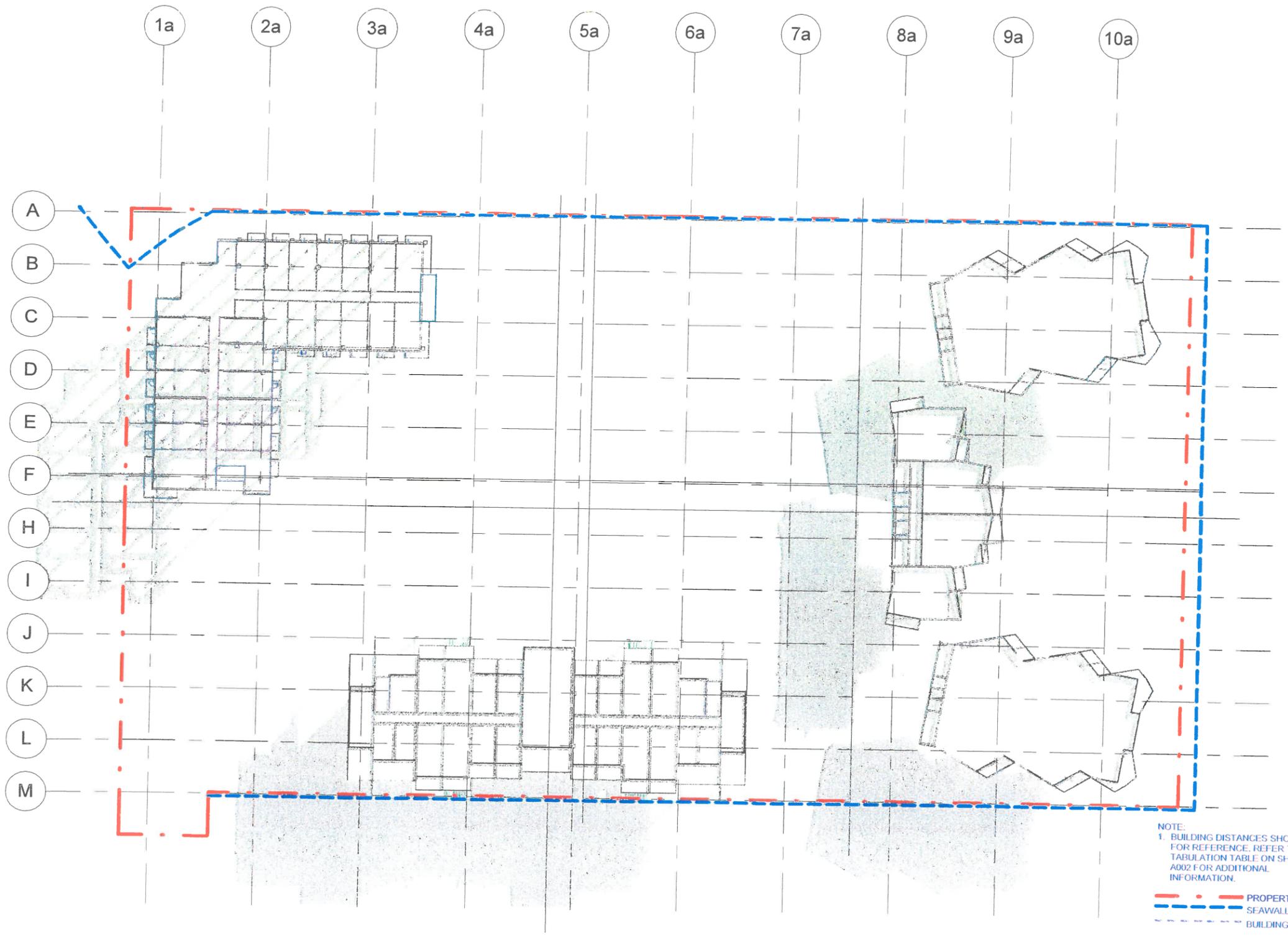
NOTE:  
 1. BUILDING DISTANCES SHOWN FOR REFERENCE. REFER TO THE TABULATION TABLE ON SHEET A002 FOR ADDITIONAL INFORMATION

- - - PROPERTY LINE  
- - - SEAWALL  
- - - BUILDING ABOVE



NOTE:  
 1. BUILDING DISTANCES SHOWN FOR REFERENCE. REFER TO THE TABULATION TABLE ON SHEET A002 FOR ADDITIONAL INFORMATION

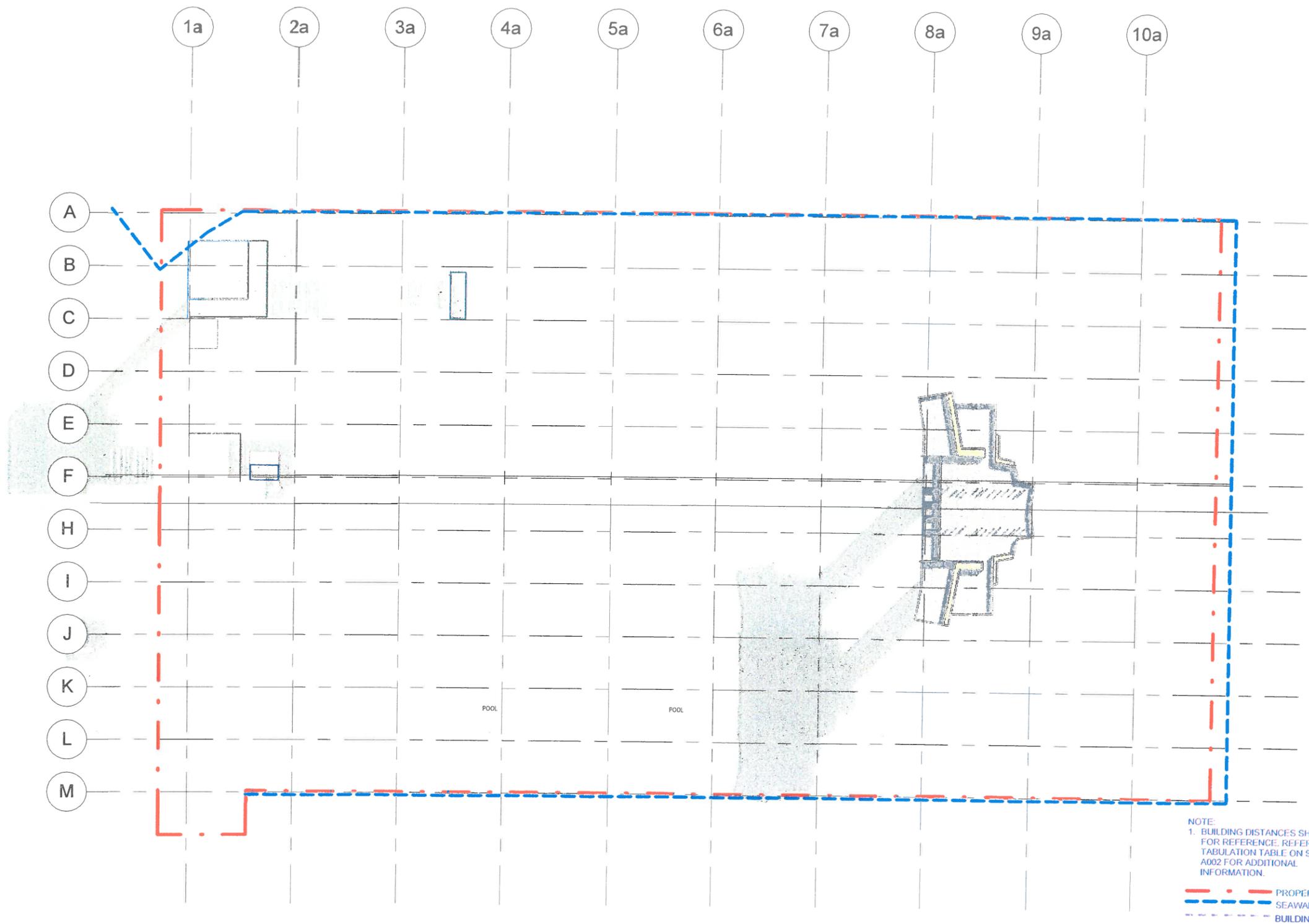
- - - PROPERTY LINE  
- - - SEAWALL  
- - - BUILDING ABOVE





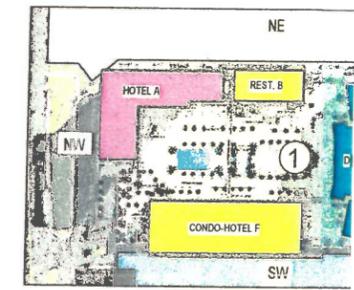






NOTE:  
 1. BUILDING DISTANCES SHOWN FOR REFERENCE. REFER TO THE TABULATION TABLE ON SHEET A002 FOR ADDITIONAL INFORMATION.

- - - PROPERTY LINE  
- - - SEAWALL  
- - - BUILDING ABOVE



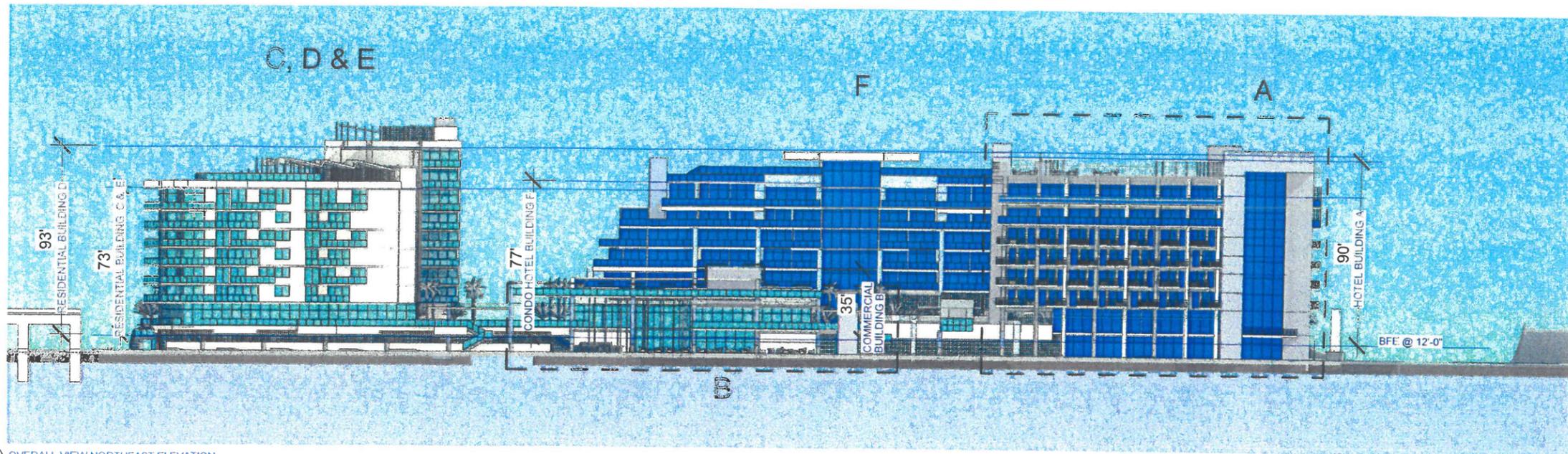
1 CONDOMINIUMS SOUTHWEST ELEVATION



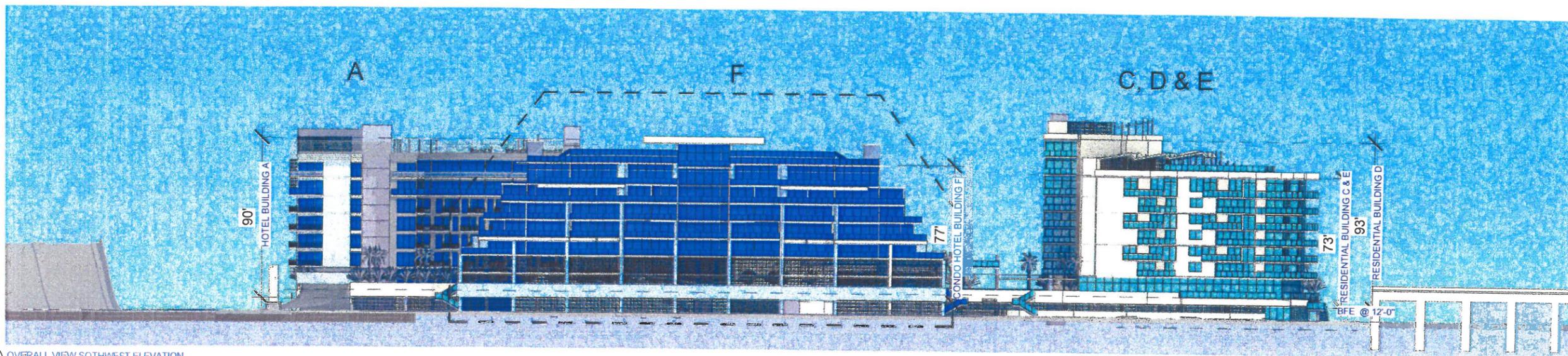
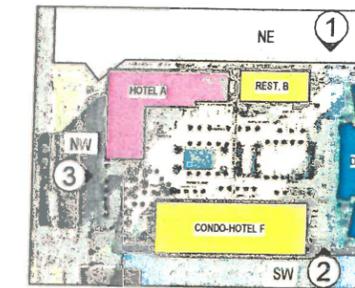
2 OVERALL EAST VIEW ELEVATION



3 OVERALL SOUTHEAST VIEW ELEVATION



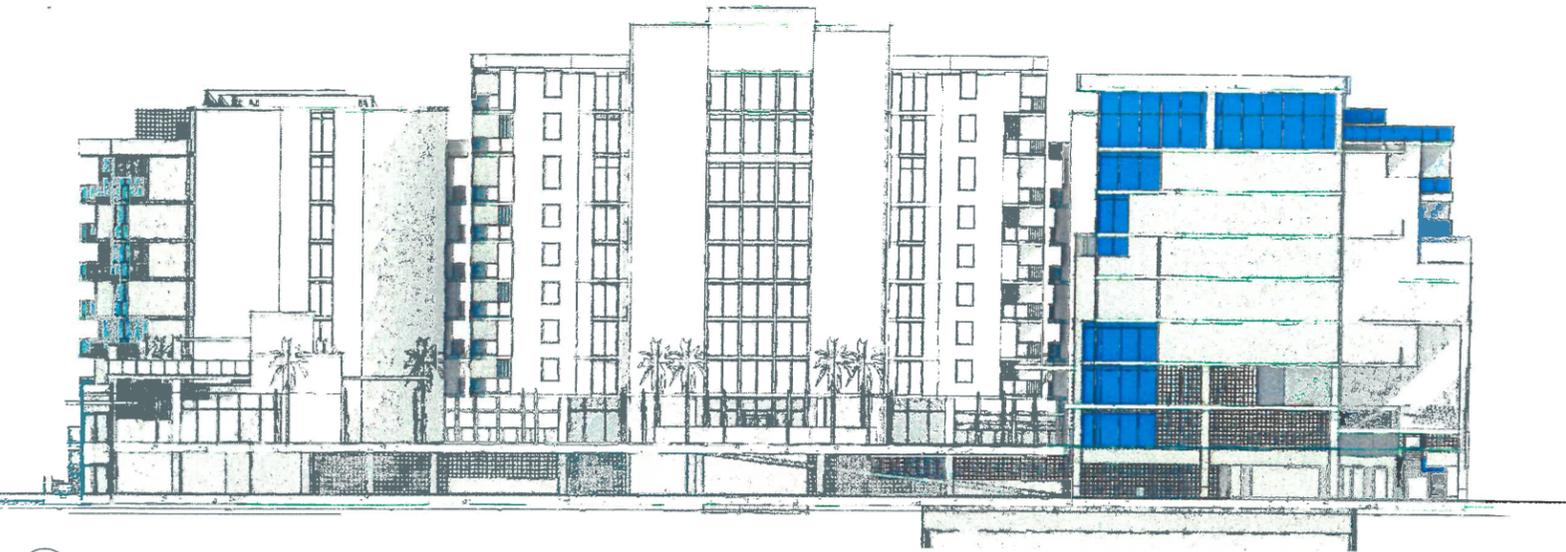
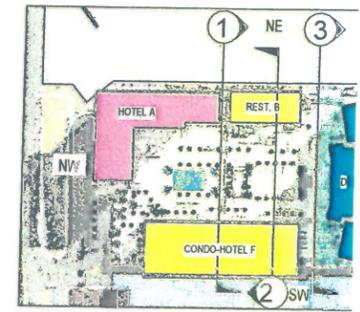
1 OVERALL VIEW NORTHEAST ELEVATION



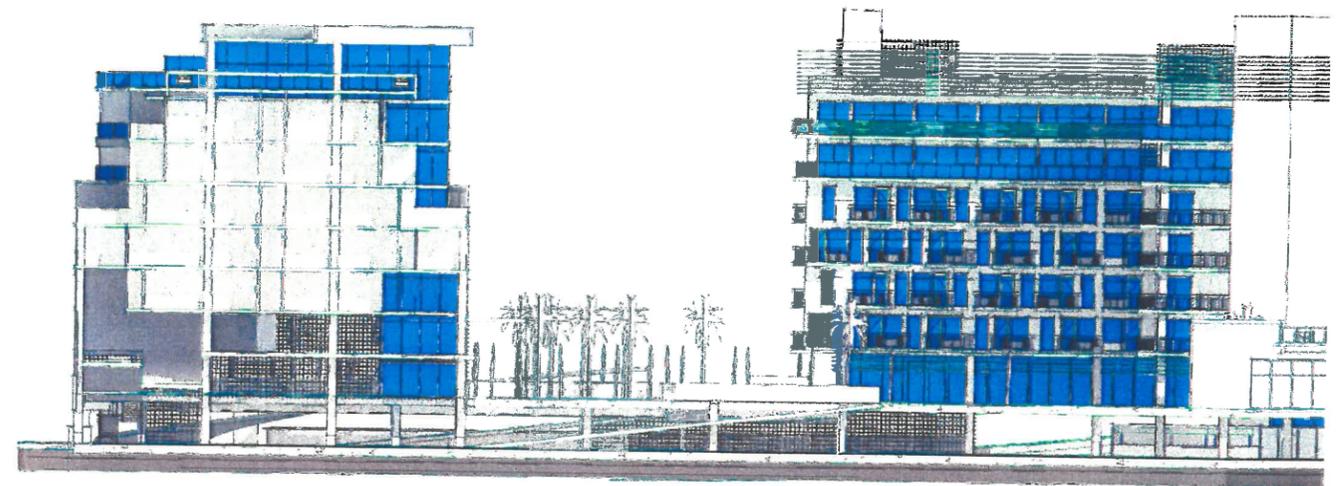
2 OVERALL VIEW SOUTHWEST ELEVATION



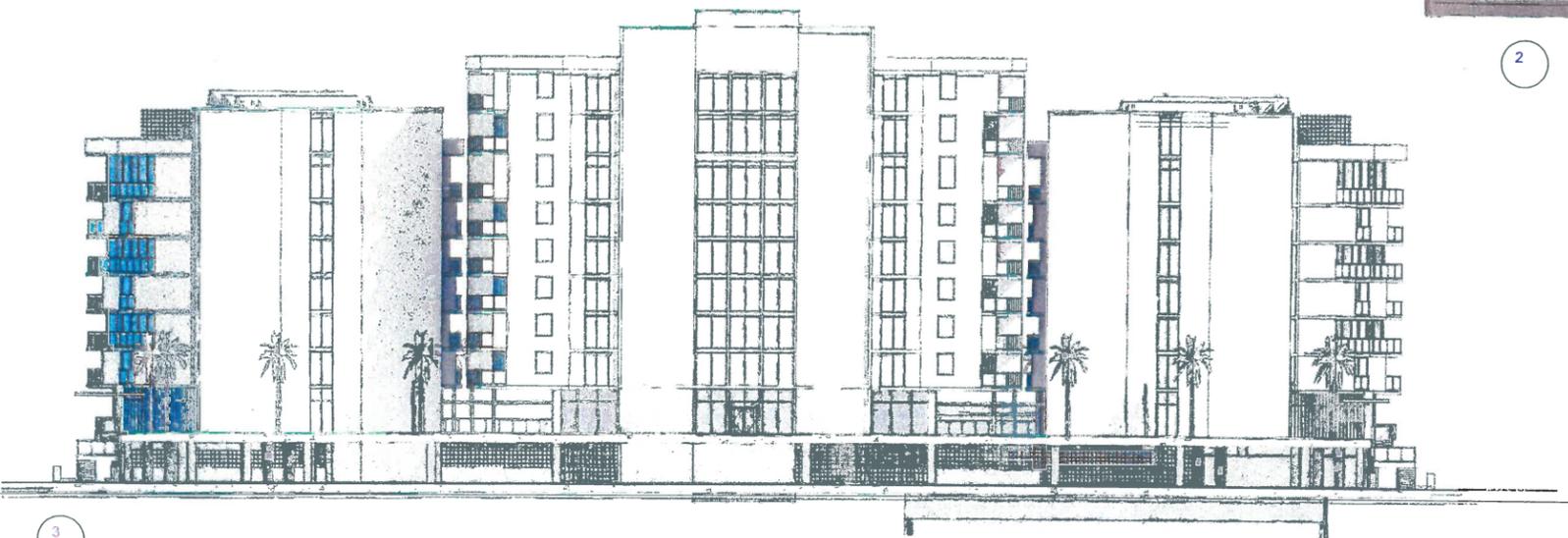
3 OVERALL VIEW NORTHWEST ELEVATION



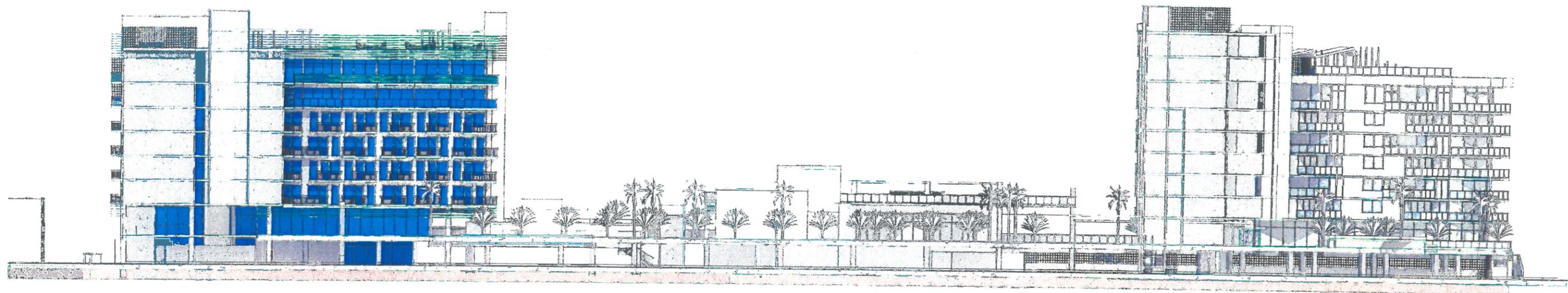
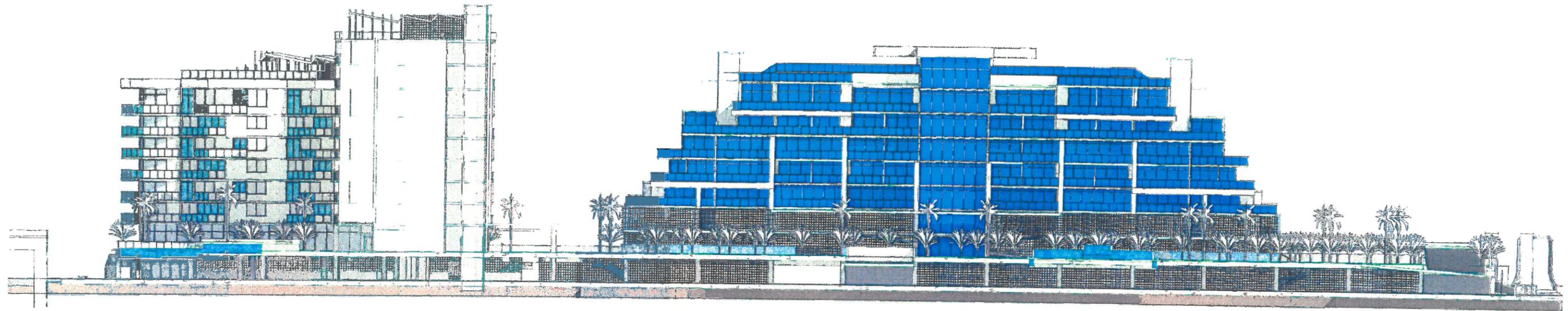
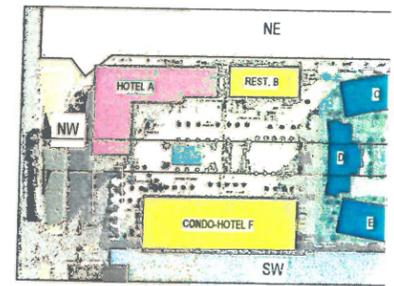
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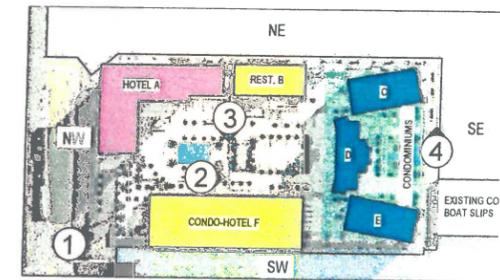


2



3





1 MAIN ENTRY



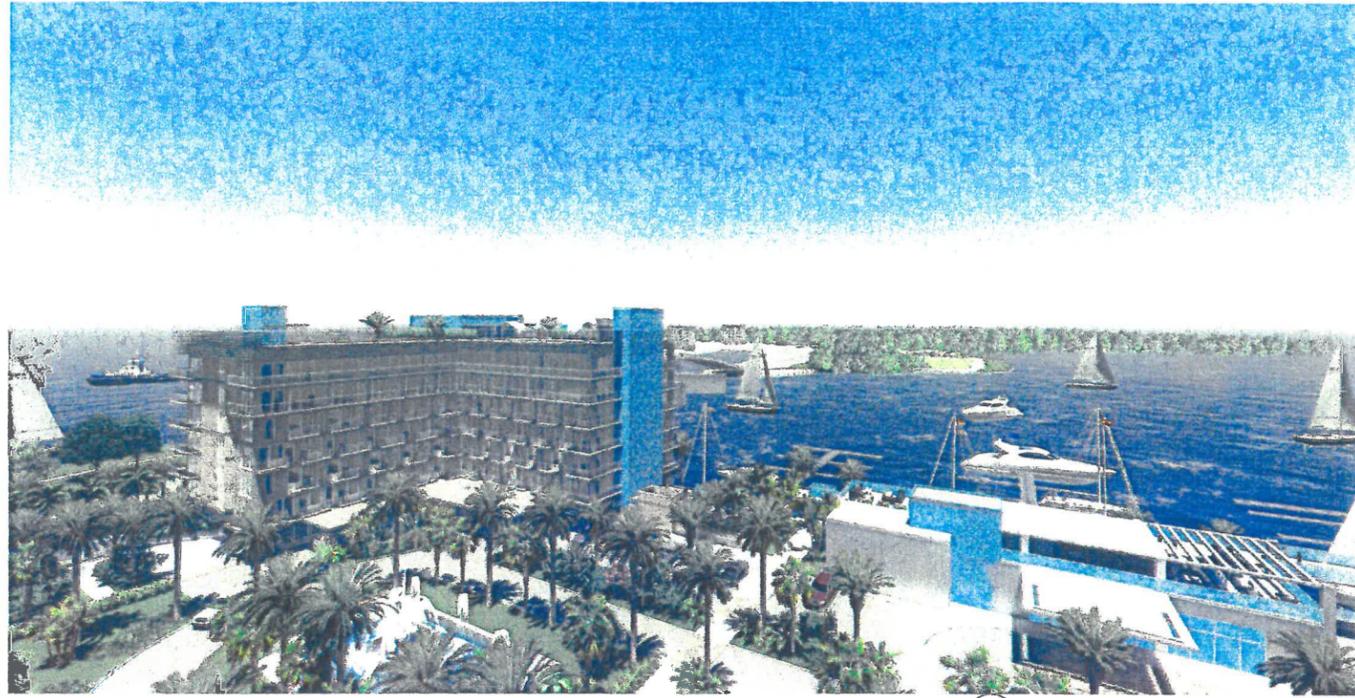
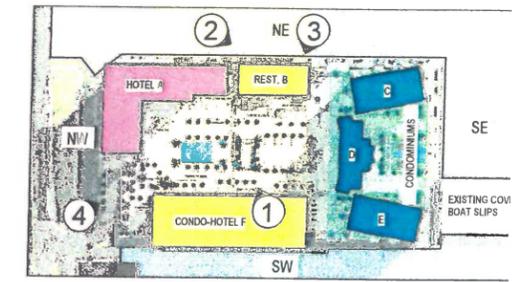
2 PLAZA VIEW



3 PEDESTRIAN ACCESS



4 PROMENADE



1 CONDO-HOTEL VIEW



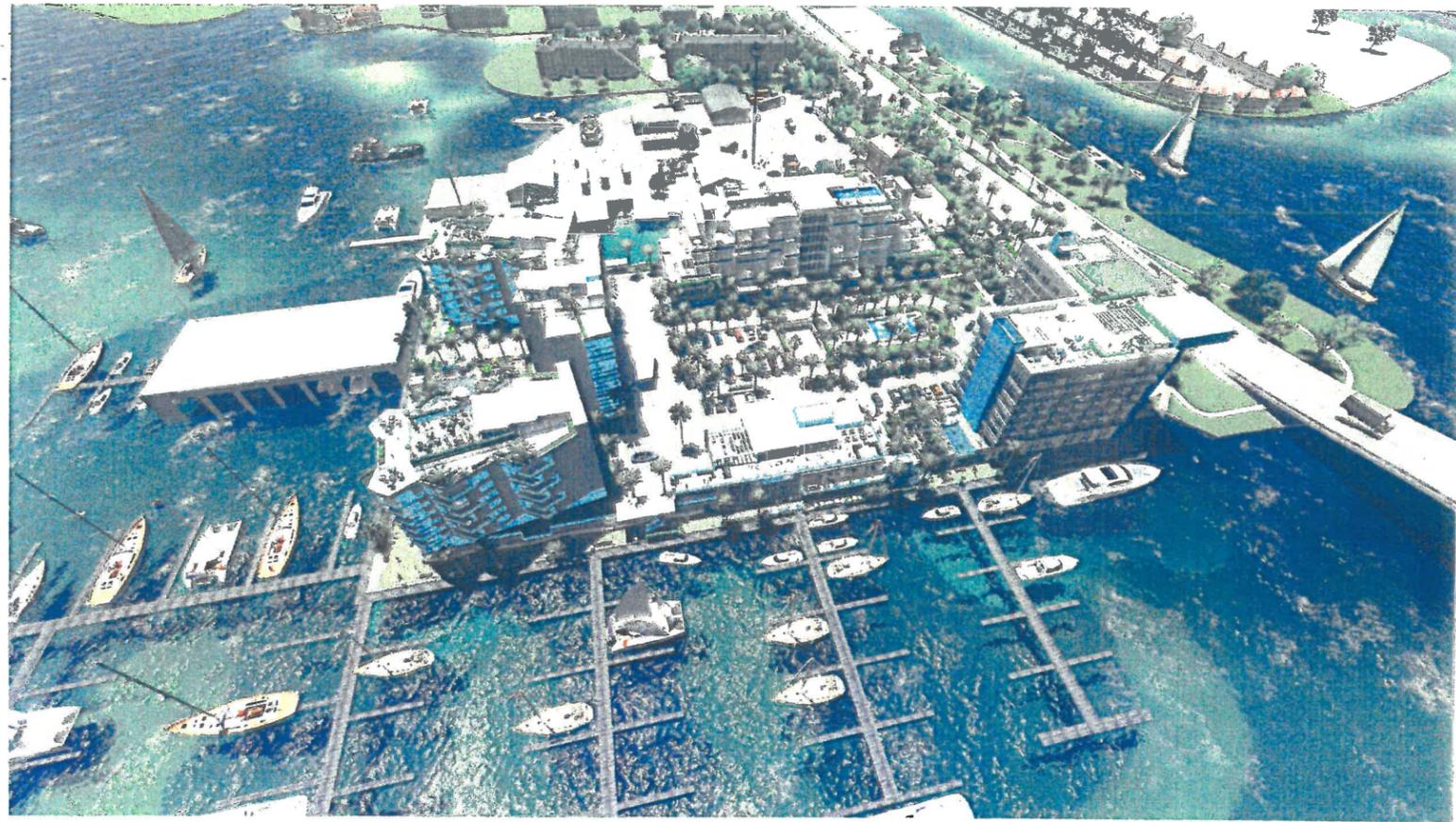
2 BIRDS EYE VIEW



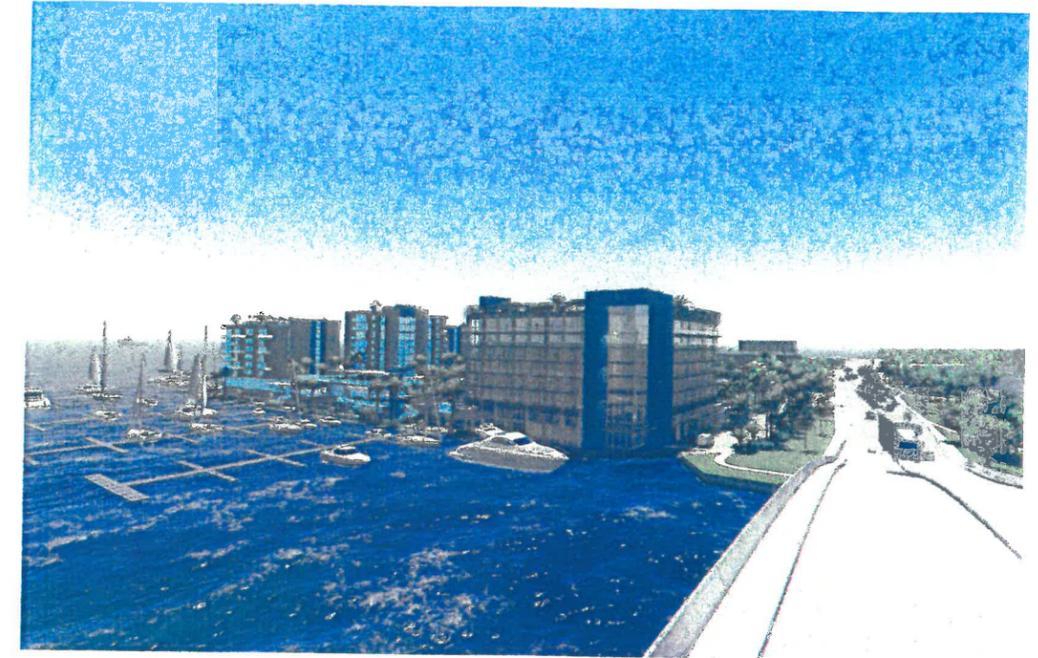
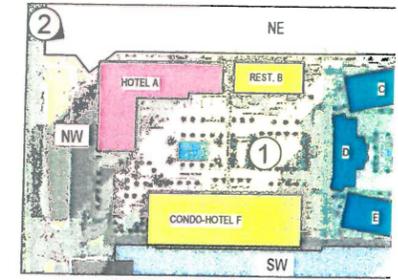
3 RESTAURANT



4 BIRDS EYE ENTRY



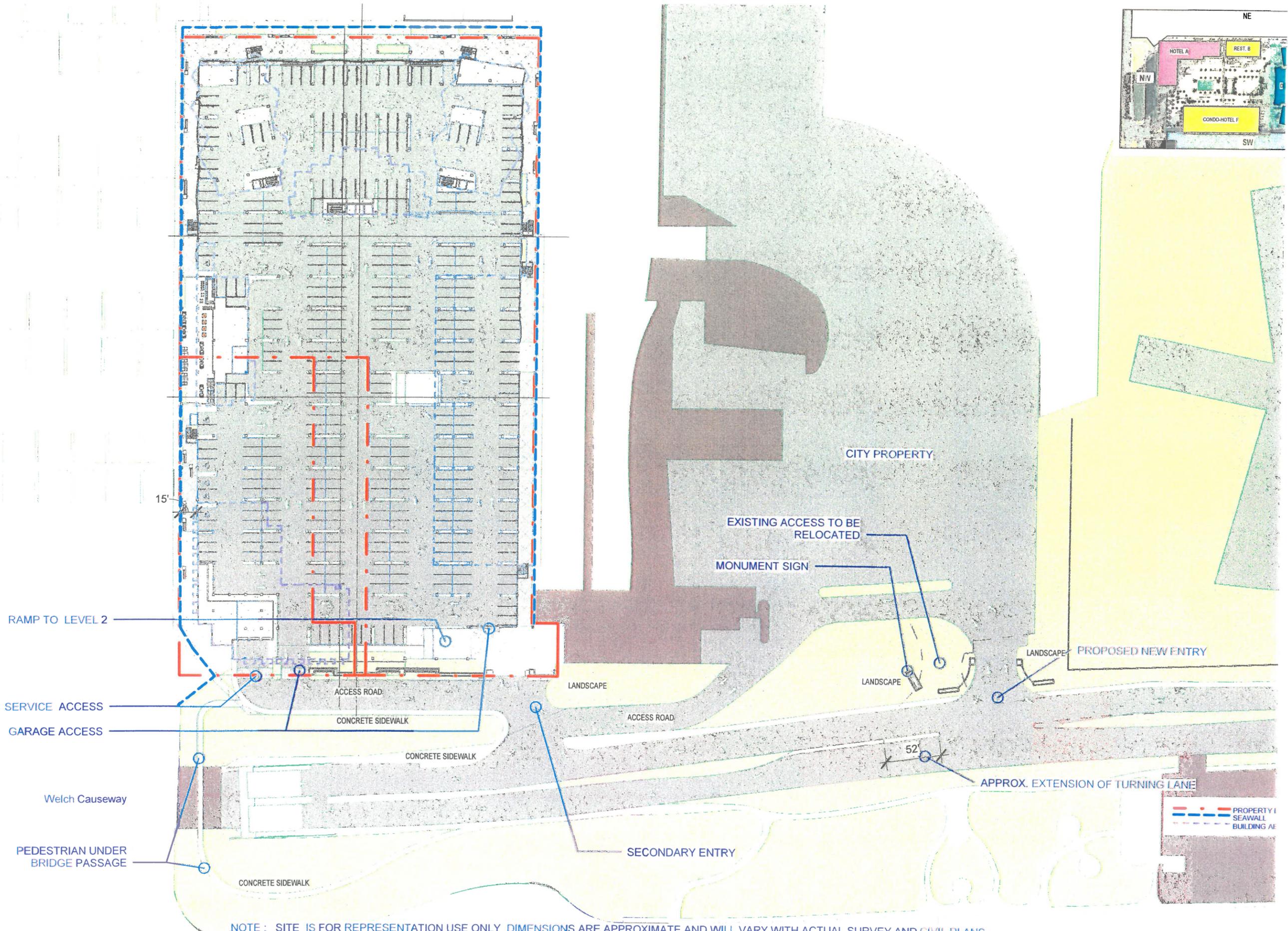
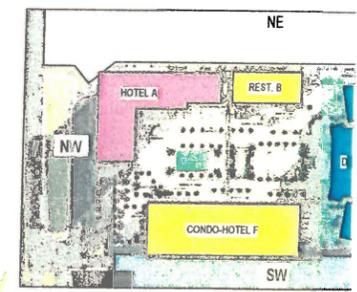
1 HEAVENS VIEW



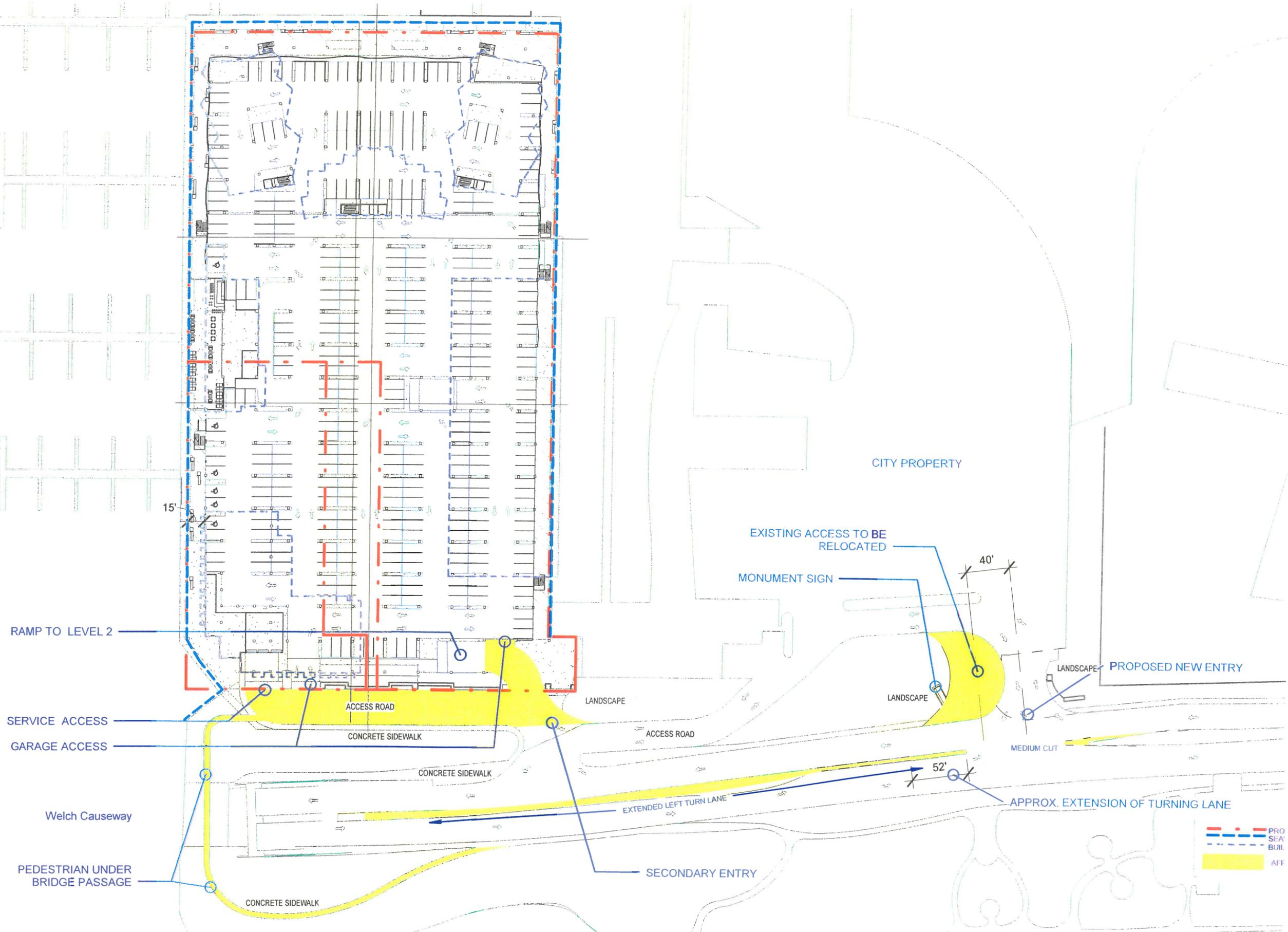
2 CAR VIEW FROM



3 CONDOS / PROMENADE



NOTE: SITE IS FOR REPRESENTATION USE ONLY. DIMENSIONS ARE APPROXIMATE AND WILL VARY WITH ACTUAL SURVEY AND CIVIL PLANS



NOTE : SITE IS FOR REPRESENTATION USE ONLY DIMENSIONS ARE APPROXIMATE AND WILL VARY WITH ACTUAL SURVEY AND CIVIL PLANS



DESCRIPTION:

PARCEL I  
A PARCEL OF LAND SITUATED, LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 31 SC  
EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS

(OR 6670, PG 1371)  
FROM THE INTERSECTION OF THE NORTH BOUNDARY OF GOVERNMENT LOT 2, SECTION 1  
SOUTH, RANGE 15 EAST, AND THE CENTERLINE OF STATE ROAD #233 AS SHOWN ON THE  
DEED BOOK 662, PAGE 44, RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE NORTH 43  
1918.18 FEET ALONG THE CENTERLINE OF STATE ROAD #233, THENCE SOUTH 46°08'32" E  
SOUTHERLY BOUNDARY OF STATE ROAD #233 AND THE POINT OF BEGINNING, THENCE S  
EAST, 50 FEET, THENCE NORTH 43°51'28" EAST, 25 FEET, THENCE SOUTH 46°08'32" EAST, 1  
NORTH 43°51'28" EAST, 331.0 FEET, THENCE NORTH 46°08'32" WEST, 300 FEET, THENCE SC  
WEST, 125.00 FEET, THENCE NORTH 46°08'32" WEST, 250.0 FEET, THENCE SOUTH 43°51'28"  
THENCE NORTH 46°08'32" WEST, 191.0 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE POINT OF  
SAID TRACT CONTAINS 3.68 ACRES MORE OR LESS.

PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

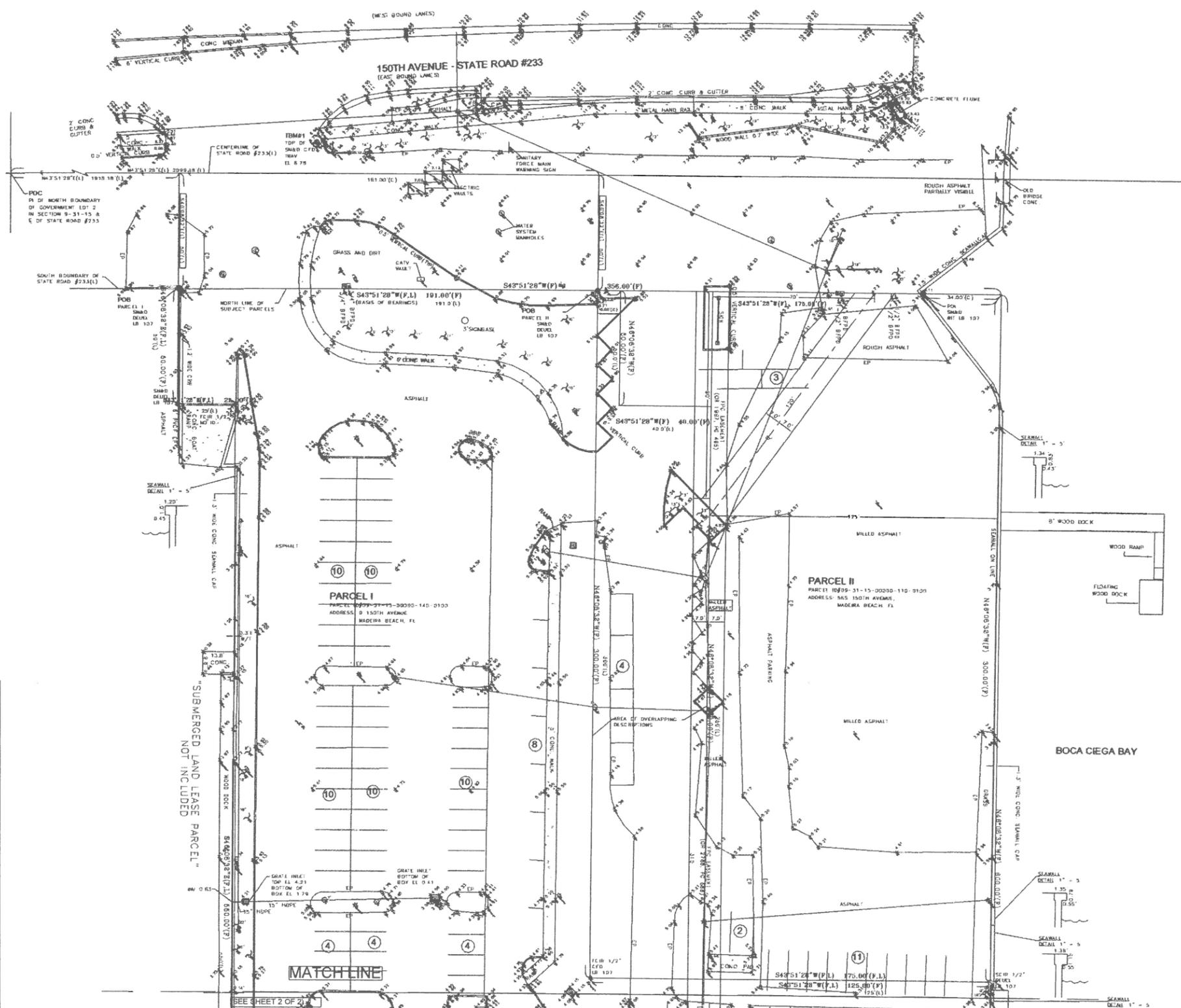
PARCEL II  
A PARCEL OF LAND SITUATED, LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 31 SO  
EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS

(OR 8383, PG 446)  
FROM THE INTERSECTION OF THE NORTH BOUNDARY OF GOVERNMENT LOT 2, SECTION 1  
SOUTH, RANGE 15 EAST, AND THE CENTERLINE OF STATE ROAD #233 AS SHOWN ON THE  
DEED BOOK 662, PAGE 44, RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE NORTH 43  
2099.18 FEET ALONG THE CENTERLINE OF STATE ROAD #233, THENCE SOUTH 46°08'32" EA  
THE SOUTHERLY BOUNDARY OF STATE ROAD #233 AND THE POINT OF BEGINNING, THENCE  
46°08'32" EAST, 300 FEET, THENCE NORTH 43°51'28" EAST, 175 FEET, THENCE NORTH 46°08'  
FEET TO THE EXTENSION OF THE SOUTHERLY BOUNDARY OF STATE ROAD #233, THENCE  
WEST, 175 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE POINT OF BEGINNING.

THE FOLLOWING NOT INCLUDED IN BOUNDARY SURVEY (FOR INFORMATION ONLY):  
DESCRIPTION: SUBMERGED LAND LEASE PARCEL  
FROM THE INTERSECTION OF THE NORTH BOUNDARY OF GOVERNMENT LOT 2, SECTION 1  
SOUTH, RANGE 15 EAST, AND THE CENTERLINE OF STATE ROAD NO. 233 AS SHOWN ON TI  
DEED BOOK 662, PAGE 44 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THE  
1918.18 FEET ALONG THE CENTERLINE OF STATE ROAD NO. 233, THENCE NORTH 43°51'28"  
POINT OF BEGINNING; THENCE N 43°51'28" E, 25.00 FEET; THENCE S 46°08'32" E, 599.67 FEET  
43°46'38" E, 331.00 FEET; THENCE N 46°08'32" E, 308.20 FEET; THENCE N 43°51'28" E, 62.32 F  
46°29'21" E, 62.50 FEET; THENCE N 43°54'19" E, 62.19 FEET; THENCE S 46°05'41" E, 162.19 FE  
44°32'35" W, 119.87 FEET; THENCE S 46°08'32" E, 29.93 FEET; THENCE S 89°38'46" E, 100.25 F  
00°26'39" E, 68.50 FEET; THENCE S 89°32'21" W, 76.28 FEET; THENCE S 43°46'38" W, 188.05 FE  
45°50'05" E, 172.29 FEET; THENCE S 43°42'27" W, 121.13 FEET; THENCE N 45°30'56" W, 212.45  
43°46'38" W, 39.93 FEET; THENCE N 46°08'32" W, 568.70 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S REPORT:

- 1. BEARINGS ARE BASED ON THE NORTH LINE OF THE SUBJECT PARCELS, BEING 543°51'28" LEGAL DESCRIPTIONS (ABOVE).
- 2. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM TE STANDARDS (54-17 FAC), IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE, THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THIS STANDARD.
- 3. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGI ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBI
- 4. NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UN UTILITIES, ENCROACHMENTS, IMPROVEMENTS, STRUCTURES OR FOUNDATIONS. UNDERG LINE LOCATIONS (IF SHOWN HEREON) ARE BASED UPON UTILITY PROVIDER ATLAS AND SURFACE EVIDENCE.
- 5. RE-USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHO VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SUR NOTING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE C THOSE TO WHOM CERTIFIED.
- 6. THIS SURVEY IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISD HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
- 7. THE SITE APPEARS TO BE IN FLOOD ZONE AE (EL 10), ACCORDING TO THE FEDERAL EME MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP 121030191G, COMMUNITY NUMBER DATE SEPTEMBER 3, 2003, DEVEL & ASSOCIATES AND THE SIGNING SURVEYOR HEREOF A LIABILITY FOR THE ACCURACY OF THIS DETERMINATION, THE AUTHOR OF THE MAP, THE F EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JL OVER SUCH MATTERS SHOULD BE CONTACTED PRIOR TO ANY JUDGMENTS BEING MADE F INFORMATION. THE ABOVE REFERENCED MAP STATES IN THE NOTES TO THE USER THAT " USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM AND THAT BASE FL ELEVATIONS (FEES) SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THERE EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE S REPORT". THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY.
- 8. SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN I A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATI AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
- 9. UNLESS OTHERWISE INDICATED, THE PROPERTY DESCRIPTION AND EASEMENTS SHOWN, FURNISHED TO DEVEL & ASSOCIATES AND ARE PRESUMED TO BE CORRECT. NO SEARCH I RECORDS, FOR EASEMENTS, DEEDS, ETC., WAS PERFORMED BY THIS FIRM FOR THE COMF SURVEY AND THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUB OF THIS COUNTY.
- 10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND M/ TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.
- 11. ELEVATIONS ARE BASED ON NGS BENCHMARK "210 FLHD" (PID AG0116) HAVING AN ELEV/ FEET NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
- 12. TREES 4" IN DIAMETER AND LARGER HAVE BEEN LOCATED WITH COMMON NAME AND API DIAMETER BREAST HIGH. SMALLER TREES, NON-PROTECTED SPECIES (INCLUDING ORAHM TREES WITHIN JURISDICTIONAL AREAS (IF ANY) HAVE NOT BEEN LOCATED. TREES BY NATI IRREGULAR IN SIZE AND SHAPE. EVERY EFFORT IS MADE TO ACCURATELY LOCATE TREES. LOCATION IS THE CENTER OF THE TREE. THIS LOCATION MAY BE DIFFERENT IF LOCATED F DIFFERENT DIRECTION. ALL TREE LOCATIONS SHOULD BE FIELD CHECKED IF CRITICAL TO
- 13. INFORMATION FOR ADJOINING PROPERTIES WAS OBTAINED FROM PINELLAS COUNTY PR APPRAISERS WEBSITE AT WWW.PCPAD.ORG, ON 7/13/2015.
- 14. THIS SURVEY IS BASED ON U.S. FEET.
- 15. PARCEL I DESCRIPTION CONTAINS 160,350 SQUARE FEET, (3.681 ACRES) MORE OR LESS.
- 16. PARCEL II DESCRIPTION CONTAINS 52,500 SQUARE FEET, (1.205 ACRES) MORE OR LESS.
- 17. PARCEL I AND PARCEL 2 DESCRIPTIONS HAVE AN OVERLAP AREA CONTAINING 13,000 SQUA FEET, (0.298 ACRES) MORE OR LESS.
- 18. THE SUBJECT PROPERTY AS SURVEYED AND SHOWN HEREON CONTAINS A NET AREA OF 199,850 SQUARE FEET, (4.586 ACRES) MORE OR LESS.



LEGEND

BFPD	BACK FLOW PREVENTION DEVICE
(C)	CALCULATED
CB	CATCH BASIN
CBW	CONCRETE BLOCK WALL
CL	CENTERLINE
CLF	CHAIN LINK FENCE
CONC	CONCRETE
CT	CURB TIE
CTV	CABLE TELEVISION
ERCP	ELLIPITICAL REINFORCED CONCRETE PIPE
EP	EDGE OF PAVEMENT
EL	ELEVATION
(F)	FIELD
F	FOUND
FCIR	FOUND CAPPED IRON ROD
FCM	FOUND CONCRETE MONUMENT
FFE	FINISHED FLOOR ELEVATION
FIP	FOUND IRON PIPE
FR	FOUND IRON ROD
FND	FOUND NAIL AND DISK
FPC	FLORIDA POWER CORPORATION (DOING BUSINESS AS DUKE ENERGY)
F/I	FEED
GI	GRATE INLET
HDPE	HIGH DENSITY POLYETHYLENE PIPE
ID	IDENTIFICATION
(L)	LEGAL
LB	LICENSED BUSINESS
MA	MANHOLE
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGS	NATIONAL GEODETIC SURVEY
N&D	NAIL AND DISK
NFL	NOT FIELD LOCATED
No.	NUMBER
OH	OVERHEAD WIRES
OR	OFFICIAL RECORD BOOK
(PCPA)	PINELLAS COUNTY PROPERTY APPRAISERS' WEB SITE INFORMATION
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
PCC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR & MAPPER
PVC	POLY VINYL CHLORIDE
PVCF	POLY VINYL CHLORIDE FENCE
PT	PAVEMENT TIE
RCP	REINFORCED CONCRETE PIPE
RCW	RECLAIMED WATER
RNG	RANGE
RAW	RIGHT-OF-WAY
SEC.	SECTION
SAN	SANITARY
SCR	SET CAPPED IRON ROD
SCD	SANITARY CLEAN-OUT
SCM	SET CONCRETE MONUMENT
SN&D	SET PK NAIL AND DISK
SR	STATE ROAD
SWT	SIDEWALK TIE
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
TWP	TOWNSHIP
VCP	VITRIFIED CLAY PIPE
VZV	VERIZON VAULT
WF	WOOD FENCE
ASPHALT	ASPHALT
BRICK	BRICK
CONCRETE	CONCRETE

SYMBOL LEGEND

---	BACK FLOW PREVENTION DEVICE	□	LIFT STATION
○	BOLLARD	★	LIGHT POLE
□	CABLE TV BOX	⊗	MISCELLANEOUS TREE
⊗	CLEANOUT	⊗	MONITORING WELL
⊗	CONCRETE LIGHT POLE	⊗	NAIL AND DISK (SET)
⊗	CONCRETE MONUMENT (FOUND)	⊗	OK TREE
⊗	CONCRETE MONUMENT (SET)	⊗	PALM TREE
⊗	CROSS WALK POLE	⊗	PINE TREE
⊗	CYPRESS	⊗	PK NAIL & DISK (SET)
⊗	ELECTRIC METER ON CONC. POST	⊗	PK NAIL & DISK (FOUND)
⊗	ELECTRIC BOX	⊗	POWER & LIGHT POLE
⊗	ELECTRIC TRANSFORMER	⊗	POWER/UTILITY WOOD POLE
+	ELEVATION	⊗	RAILROAD SAFETY ARM
+	ELEVATION BACK OF CURB	⊗	RECLAIMED WATER METER
+	ELEVATION FLOW LINE	⊗	RECLAIMED WATER VALVE
+	ELEVATION EDGE OF PAVEMENT	⊗	RED MAPLE
+	FIRE HYDRANT	⊗	SANITARY MANHOLE
+	GAS METER	⊗	SANITARY BENCH CLEANOUT
+	GAS VALVE	⊗	SEWER
+	GRATE INLET	⊗	STORM SEWER MANHOLE
+	GLY WIRE ANCHOR	⊗	TELEPHONE PEDESTAL
+	HANDICAP PARKING SPACE	⊗	TEMPORARY BENCHMARK
+	IRON ROD (FOUND)	⊗	TRAFFIC SIGNAL JUNCTION BOX
+	IRON ROD (SET)	⊗	WATER METER
+	IRRIGATION CONTROL VALVE	⊗	WATER VALVE
+	IRRIGATION WATER VALVE	⊗	X-CUT (FOUND)
+		⊗	YARD DRAIN

REV.#	DESCRIPTION	DATE	BY
1	ADDITIONAL INFORMATION CLARIFYING DEED GAP ON SHEET 2 OF 2	7-21-2015	RM

**Deuel Associates**  
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS  
565 SOUTH HERCULES AVENUE  
CLEARWATER, FL 33764  
PH 727.822.4151 FAX 727.821.7255  
WWW.DEUENGINEERING.COM  
CERTIFICATE OF AUTHORIZATION NUMBER 28320  
LICENSED BUSINESS NUMBER 107

BOUNDARY AND TOPOGRAPHIC SURVEY  
555 & 565 150TH AVENUE  
MADEIRA BEACH, FL  
PINELLAS COUNTY  
FLORIDA

DATE	7/21/2015
BY	RM
SCALE	AS SHOWN
PROJECT	BOUNDARY AND TOPOGRAPHIC SURVEY
CLIENT	555 & 565 150TH AVENUE, MADEIRA BEACH, FL
DATE	7/21/2015
BY	RM





## PLANNING COMMISSION/LOCAL PLANNING AGENCY

Development Agreement – Staff Report

February 8, 2016

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**FROM:** Luis N. Serna, AICP, Planning and Zoning

**SUBJECT:** Holiday Isle Marina – Development Agreement  
Continuance from January 11, 2016

**BACKGROUND:** After receiving public testimony at their January 11, 2016 hearing, the Planning Commission/Local Planning Agency voted to continue the consideration of this matter to February 8, 2016. Based on public input received at the hearing as well as two neighborhood meetings and other meetings with the public, the applicant has amended the application to request a decrease in the number of proposed temporary lodging units from a total of 325 to 272 (53 units) and a decrease in height from a maximum of 117 feet to a maximum of 93 feet. The development agreement has been revised to reflect the applicant's latest proposal.

**BUDGETARY** None.  
**IMPACT:**

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**RECOMMENDATION:** The revised draft development agreement was reviewed for compliance with Article IV, Chapter 86 of the Code of Ordinances. Based on this review, staff recommends that the Planning Commission **recommend approval** of the Development Agreement.

**ATTACHMENT(S):** Draft Development Agreement

Agenda Item: \_\_\_\_\_

**DEVELOPMENT AGREEMENT  
(HOLIDAY ISLE MARINA)**

**THIS AGREEMENT** (the "**Agreement**") made and entered into this \_\_day of December, 2015 by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "**City**" and **C&T Enterprises, Inc.**, a Florida corporation and **MHH Enterprises Inc.**, a Florida corporation, hereinafter referred to as "**Owner**".

**RECITALS**

1. Owner (sometimes, Owner is referred to herein as "Developer") is the current fee simple owner and developer of that certain tract 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.
2. Owner desires to develop the Property consistent with the concept plan attached hereto as Exhibit "B" ("Concept Plan");
3. The Property is approximately 4.58 acres in size and has PR-MU land use designations and a zoning of C-4 and is located in the Madeira Beach Town Center Special Area Plan – Causeway District;
4. The Owner is requesting the City to amend the zoning designation so that the Property has a land use of PR-MU and a zoning of Planned Development (PD) to facilitate development of the Concept Plan;
5. The Concept Plan shows a development of hotel, condominium, restaurant and marina uses ("Project");
6. The development rights of the Project are subject to the conditions of the development rights approval as set forth below.
7. The City has determined that the Concept Plan is consistent with the City's comprehensive plan and land development regulations as provided for herein.
8. The following development rights are hereby approved pursuant to this Agreement on the Property and as more particularly shown on the Concept Plan attached hereto and made part hereof:

Holiday Isle Site Data Table - Revised 19 January 2026

Site Area: 139,850 SF 4.59 Acres

		Units		Building Height/Use/etc.		Setbacks		Parking		FAR / Building Area - SF		ISR /	
		Proposed	Permitted	Proposed		Proposed		Proposed	Required	Proposed	Permitted		
Temporary Lodging	Building A: Limited Service Hotel	150		90 Ft.	7 Stories over 1 Parking	82' SW to Sidg. 15' NW to PL. 15' NE to PL. 82' SE to Ridge 0' SW to PL.		150	150	99,205			
	Building F: Condo / Hotel	122		77 Ft.	5 Stories over 3 Parking	105' NW to PL. 82' NW to PL. 59' SE to Bldg.		122	122	71,882			
	Total	272 Units 59 Units/Acre	573 Units 125 Units/Acre					272 1/Unit	272 1/Unit	171,087			
Residential	Building C	22 Units		73 Ft.	7 Stories over 1 Parking			44	44				
	Building D	24 Units		93 Ft.	9 Stories over 4 Parking	15' SW to PL. 55' NW to PL. 17' NE to PL. 14' SE to Sidg.		48	48	154,890			
	Building E	22 Units		73 Ft.	7 Stories over 2 Parking			44	44				
	Total	68 Units 15 Units/Acre	68 Units 15 Units/Acre					136 2/Unit	136 2/Unit	154,800			
Commercial	Building B: Restaurant	1	Not Specified	34 Ft.	2 Stories over 1 Parking		(200 Seats)	50	50	17,000			
	Dockmaster	1						2 1 per 6 Seats	2 1 per 3 Seats	1,000			
	Total							52	52	18,000			
Boat Slips	Covered Docks Slips	23 34	Existing 57 Slips	20 Ft.				TBD					
	Additional Boat Slips	107											
	Total	164											
Parking	Sub-Total (non-assign) Parking Credits					18' SW to PL. 15' NW to Bldg. 15' NE to PL. 14' SE to Sidg. 21' SE to Storage		460	460				
	Non-Assigned							3	3				
	Total							68	68				
								525	457	204,847			
Overall Site Area Totals										548,434	799,400	138,850.00	169,872.00
										2.74	4.00	67.98%	85.00%

9. The development rights set forth in this Agreement approval are subject to the following conditions:

- a) Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the Concept Site Plan attached as Exhibit "B".
- b) Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all existing public utilities located on the subject site, 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.
- c) All construction associated with this project shall be subject to the current 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.

- d) All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code and the Madeira Beach Code of Ordinances.
- e) Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to a Certificate of Occupancy being issued.
- f) Proof of FDOT Access/Driveway permit approval for the ingress and egress to 150<sup>th</sup> Avenue (Tom Stuart Causeway – S.R. 666) is required prior to the Certificate of Occupancy being issued.
- g) Proof of FDOT Drainage Connection permits required prior to the Certificate of Occupancy being issued.
- h) Final approval of the City's consulting engineer of the civil and utility site plan and construction plans prior to building permits being issued.
- i) Final approval of the City's Public Works Department of the plans for solid waste collection prior to building permits being issued.
- j) Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued.
- k) Final approval of the Community Services Department for the site's compliance with this Agreement, prior to the Certificate of Occupancy being issued.
- l) Receipt by the City, after diligent effort by the City, of the necessary permits for the construction of the Off-site Roadway Improvements as defined hereafter.
- m) Final approval of the parking count which shall be dependent upon the mix of uses, including parking associated with the proposed boat slips.
- n) Final approval of a phasing plan by the Community Development Department which shall show that each phase shall meet the minimum parking requirement, ISR and FAR as provided for by Code.
- o) The Developer may increase the number of boat slips from that which is shown on the Concept Plan so long as proper permits are secured from the county and State, as applicable and appropriate parking is provided.
- p) Developer shall be responsible for the construction of the Offsite Roadway Improvements, including the proposed walkway under the Bridge, prior to Certificate of Occupancy of the first phase.

- i. The Developer may subdivide the Property, as it deems appropriate, consistent with the following:
- ii. The proposed Project is contemplated to include multiple components including, without limitation, hotel, residential, condominium, condominium hotel, timeshare, retail, restaurant, marina, parking, and associated and ancillary uses. The Property currently consists of three (3) separate lots of record. In order to facilitate the overall development of the Property, Developer may find it appropriate to pursue lot line adjustments without replatting pursuant to Section 86-26, City of Madeira Beach Land Development Code. Similarly, Developer may find it appropriate to pursue the division of single lots of record into two separate lots, either in connection with or separate from, Developer's lot line adjustment applications. The sale of one or more lots of record to third parties is expressly permitted under this Agreement; provided, however, for so long as this Agreement remain in effect, the Property may only be developed in accordance with this Development Agreement.
- iii. In connection with the development of the Project, and to facilitate the orderly development of the Property by one or more separate owners, Developer may find it appropriate to utilize one or more property regimes to implement the development plans, to provide for ownership of the project components, and to provide for the continued cooperative operation and maintenance of the Project. It is presently anticipated that the Project will be developed utilizing a master set of covenants, conditions, easements, and restrictions applicable to the entirety of the Property, with a separate declaration of condominium utilized for the creation of each of the separate components intended to be declared to condominium ownership; provided, however, nothing in this Agreement shall preclude Developer from utilizing a master condominium, land condominium, homeowners association, or other structures to create and provide for the ownership, operation, and maintenance of the overall Project and the separate Project components.

**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. 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. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2011) and Sections 86-141 through 86-149 of the Code of Ordinances of the City of Madeira Beach.
3. Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the Pinellas County public records ("Effective 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 Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including 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 of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days 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.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, 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 pursuant to this paragraph 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.

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.

In the event that this Agreement is not executed by the Developer on or before 5:00p.m. on the 30th day of \_\_\_\_\_, 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. Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which all phases of construction of the Project is complete and issuance of a valid Certificate of Occupancy for the Project; or (ii) ten (10) years from the Effective 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 Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

Notwithstanding anything in the Code to the contrary, the parties agree that the Owner shall have two (2) years to commence construction upon receipt of written confirmation that the City has the proper state and federal permits for the construction of the Offsite Roadway Improvements. The City shall apply for such permits within 90 days of receipt of notice from Owner to initiate the application process but no later than one year from the Effective Date.

5. 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. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2012). 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. No Estoppel. The parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the 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 City Commission 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. No Partnership or Joint Venture. The City and Owner 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. 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 appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material 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 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:

- i) The Property shall be developed and landscaped in accordance with the Concept Plan. The landscaping within the Property 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 healthy conditions at all times by the Developer.
- ii) There shall not be any material deviation from the provisions of the Concept Plan unless such is approved by the City Commission 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.
- iii) Ingress and egress to the Property shall be as shown on the Concept Plan. Off-site Roadway Improvements as shown on attached Exhibit C made part hereof.
- iv) Building heights, architectural style and location will be as shown on the Concept Plan. The architectural style reflected as an attachment to or being part of the Concept Plan shall be complied with in all material respects during the development of the Project. Notwithstanding anything herein to the contrary, the Developer may reduce the height of any building or buildings up to 40% without an amendment of this Agreement.
- v) 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 or in any matter that is reflected on the Concept Plan or addressed specifically in this Agreement except by an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties. Notwithstanding the foregoing, minor modifications to the dimensional requirements, increases in the number of permitted boat slips, and, reduction's 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 may be included in the final site plan process without

an amendment hereto so long as the minimum parking requirement is maintained.

- vi) Marina and boat slips shown on the Concept Plan may be modified as required by the state and federal permitting agencies without amendment hereto so long as the minimum parking requirement is met.
- vii) Phasing Plan. This Project may be constructed in phases. Each phase shall be approved by the City and include sufficient parking. The Off-Site Roadway Improvements shall be constructed in conjunction with the first phase.

10. Public Infrastructure. The Developer or its successor in title, as appropriate, 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 Final Site 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 the City, as shown on the approved engineering construction drawings.

Public infrastructure facilities shall be complete, and approved for acceptance by the City prior to the issuance of any certificate of occupancy on the Property, or 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 on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations.

11. Public Facilities. The City shall cause to be provided to the boundary of the Property the following available City owned and operated 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 City and other applicable regulations.

12. Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

- a) City of Madeira Beach building permits.
- b) Southwest Florida Water Management District surface water management permit.
- c) City of Madeira Beach Engineering construction permit.

- d) 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, as defined below, shall be obtained by the City with diligent effort; however, any permitting and design costs associated with those improvements shall be the sole cost of the Developer.

13. 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:

325 hotel/condo-hotel units = \$521,300  
15,000 sq. ft. quality restaurant = \$119,130  
68 multifamily condo residential units = \$84,400  
100 slip marina = \$81,400

Rough estimate of charges = \$806,230

In consideration for the mutual benefits provided by the design and construction of the improvements to 150<sup>th</sup> Street as shown on the Concept Plan and the new proposed access road and pedestrian boardwalk as shown subject to FDOT approval and final engineering ("Off-site Roadway Improvements"), the City shall contribute **100%** from its share of the total collected Transportation Impact fees for the construction of the Off-site Roadway Improvements ("City's Contribution"). In the event the Off-site Roadway Improvements are not paid in full by the City's share, the City will seek additional funding from alternative sources of funding and shall diligently work to secure the additional funding from Pinellas County's share of the transportation impact fee, or some other source. The Developer shall be responsible for all costs associated with the engineering, permitting and construction of the Off-Site Roadway Improvements that exceed the City's Contribution.

14. 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. Annual Review. The City of Madeira Beach the City shall review the Project once every twelve (12) calendar months from the Effective Date.

16. 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 Economic Opportunity 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. 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 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. Legislative Act. This Agreement is agreed to be an 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 mortgagees, 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, lien holder 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. 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 reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.
20. 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.

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. 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 City Commission of the City of Madeira Beach has authorized the execution of this Agreement by the appropriate City officials.
22. 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. 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 City Commission to respond to the estoppel certificate request in a timely manner.
24. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.
25. 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 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. 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:  
MHH Enterprises  
150 153<sup>rd</sup> Ave., Suite 203  
Madeira Beach, FL 33708-1856  
ATTN: Jim Holton

To the City:  
Shane Crawford, City manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 34698

With copies to:  
E.D. Armstrong III  
Hill Ward Henderson  
600 Cleveland Street, Suite 800  
Clearwater, FL 33755

With copies to:  
Thomas J. Trask, Esq.  
City Attorney  
Trask & Daigneault, LLP  
1001 S. Ft. Harrison Ave., Suite 201  
Clearwater, FL 33756

Notice shall be deemed to have given upon receipt or refusal.

27. 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. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this \_\_\_\_ day of \_\_\_\_\_, 2015.

In the Presence of:

C & T Enterprises, Inc., a Florida corporation

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

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

Its: \_\_\_\_\_

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

MHH Enterprises, Inc., a Florida corporation

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

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

Its: \_\_\_\_\_

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

City of Madeira Beach

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

Shane Crawford  
City Manager

Attest:

\_\_\_\_\_  
Aimee Servedio, City Clerk

Countersigned:

\_\_\_\_\_  
Travis Palladeno, Mayor

Approved as to Form:

\_\_\_\_\_  
Thomas J. Trask, Esq.  
City Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of C & T Enterprises, Inc., a Florida corporation, on behalf of the Corporation, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of MHH Enterprises, Inc., a Florida corporation, on behalf of the Corporation, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Travis Palladeno, as Mayor of the City of Madeira Beach, Florida, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Shane Crawford as City Manager of the City of Madeira Beach, who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Holiday Isle Site Data Table - Revised 19 January 2016

Site Area: 199,850 SF 4.59 Acres

		Units		Building Height (Above SFL)		Setbacks Proposed	Parking		FAR / Building Area - SF		ISR /	
		Proposed	Permitted	Proposed			Proposed	Required	Proposed	Permitted		
Temporary Lodging	Building A: Limited Service Hotel	150		90 Ft	7 Stories over 1 Parking	82' SW to Bldg, 15' NW to PL, 15' NE to PL, 82' SE to Bldg 0' SW to PL,	150	150	99,205			
	Building F: Condo / Hotel	122		77 Ft.	5 stories over 3 Parking	105' NW to PL, 82' NE to PL, 55' SE to Bldg	122	122	71,882			
	<b>Total</b>	<b>272 Units</b> 59 Units/Acre	<b>573 Units</b> 125 Units/Acre				272	272	171,087			
Residential	Building C	22 Units		73 Ft.	7 Stories over 1 Parking		44	44				
	Building D	24 Units		93 Ft.	9 Stories over 1 Parking	15' SW to PL, 55' NW to PL, 17' NE to PL, 14' SE to Bldg	48	48	154,800			
	Building E	22 Units		73 Ft.	7 Stories over 1 Parking		44	44				
	<b>Total</b>	<b>68 Units</b> 15 Units/Acre	<b>68 Units</b> 15 Units/Acre				136	136	154,800			
Commercial	Building B: Restaurant	1	Not Specified	34 Ft.	2 Stories over 1 Parking	(200 Seat)	50	50	17,000			
	Dockmaster	1					1 per 4 Seats	1 per 4 Seats	1,000			
	<b>Total</b>						52	52	18,000			
Boat Slips	Covered Docks Slips	23	Existing 57 Slips	20 Ft.								
	Additional Boat Slips	107						TBD				
	<b>Total</b>	<b>164</b>										
Parking	Sub-total (from Uses)					16' SW to PL, 15' NW to Bldg, 16' NE to PL, 14' SE to Bldg, 24' SE to Seawall	460	460				
	Parking Credits	Bicycle Racks					-3	-3				
	Non-Assigned						68					
	<b>Total</b>						525	457	204,547			
<b>Overall Site Area Totals</b>									<b>548,434</b>	<b>799,400</b>	<b>135,850.00</b>	<b>169,872.00</b>
									<b>2.74</b>	<b>4.00</b>	<b>67.98%</b>	<b>85.00%</b>