

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

**BOARD OF COMMISSIONERS
REGULAR MEETING**

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

6:00 P.M.

WEDNESDAY, MARCH 16, 2016

COMMISSION CHAMBERS

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE – COMMISSIONER TERRY LISTER

C. ROLL CALL

D. APPROVAL OF THE MINUTES

- | | |
|--------------------------------------|-------------------------|
| 1. BOC WORKSHOP MINUTES | JANUARY 26, 2016 |
| 2. BOC AGENDA SETTING MEETING | FEBRUARY 9, 2016 |
| 3. BOC REGULAR MEETING | FEBRUARY 9, 2016 |

E. APPROVAL OF THE AGENDA

PRESENTATIONS/PROCLAMATIONS

1. PROCLAMATION DECLARING APRIL 2016 AS “DONATE LIFE MONTH”
Mayor Travis Palladeno and Jennifer Krouse, LifeLink Foundation, Inc.
2. INDEPENDENT AUDITOR’S REPORT – FISCAL YEAR ENDED SEPTEMBER 30, 2015
John Houser, Wells, Houser & Schatzel, P.A.

F. PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES

G. CONSENT AGENDA

1. AUTHORIZATION OF EXPENDITURES TO FIREWORKS DISPLAY UNLIMITED, LLC IN THE AMOUNT OF \$26,000 FOR FOURTH OF JULY FIREWORKS SHOW.
2. AUTHORIZATION OF EXPENDITURES TO CLARK SALES DISPLAY, INC. IN THE AMOUNT OF \$30,670 FOR HOLIDAY DECORATIONS.

H. CONTRACTS/AGREEMENTS – NONE

I. UNFINISHED BUSINESS – NONE

J. NEW BUSINESS

1. AUTHORIZATION OF GOVERNMENTAL MONEY PURCHASE PLAN AND TRUST ADOPTION AGREEMENT WITH ICMA RETIREMENT CORPORATION
Vincent M. Tenaglia, Assistant City Manager
2. **ORDINANCE 2015-18**
A FIRST READING OF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 555 150th AVENUE AND 565 150th AVENUE FROM, MARINE COMMERCIAL (C-4) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.
3. **ORDINANCE 2016-02**
A FIRST READING OF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 82-2 OF THE CODE OF ORDINANCES TO CREATE A DEFINITION FOR “RESIDENTIAL PROPERTY”; AND PROVIDING FOR AN EFFECTIVE DATE.
4. **ORDINANCE 2016-03**
A FIRST READING OF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES TO CREATE AN ARTICLE PROHIBITING AND REGULATING THE OVERNIGHT ABANDONMENT OF PERSONAL

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City 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 March 11, 2016

PROPERTY ON THE PUBLIC BEACHES OF THE CITY AND TO BE COMMONLY REFERRED TO AS "MADEIRA BEACH LEAVE NO TRACE ORDINANCE"; AND PROVIDING FOR AN EFFECTIVE DATE.

5. **ORDINANCE 2016-04**

A FIRST READING OF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 78 OF THE CODE OF ORDINANCES TO CREATE A SECTION PROVIDING FOR UNOBSTRUCTED USE OF PUBLIC DOCKS AND BOAT LAUNCHING RAMPS AND RESTRICTIONS TO THE SECURING OR TYING OF VESSELS TO PUBLIC PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

6. **RESOLUTION 2016-12**

AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING LOCAL OPTION SALES TAX FUND EXPENDITURES IN THE AMOUNT OF \$110,000; AND PROVIDING FOR AN EFFECTIVE DATE.

a. **AUTHORIZATION OF EXPENDITURES**

AUTHORIZATION OF EXPENDITURES TO SPEELER FOUNDATIONS, INC., IN THE AMOUNT OF \$110,000, FOR FISHING PIER CONSTRUCTION.

7. **RESOLUTION 2016-13**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR FLORIDA BOATING IMPROVEMENT PROGRAM FUNDS ADMINISTERED BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, TO ASSIST WITH THE CREATION OF NEW PUBLIC TRANSIENT BOATING FACILITIES AT THE CITY CENTRE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

8. **RESOLUTION 2016-14**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR FLORIDA BOATING IMPROVEMENT PROGRAM FUNDS ADMINISTERED BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, TO ASSIST WITH THE CREATION OF NEW PUBLIC TRANSIENT BOATING FACILITIES AT JOHN'S PASS VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

9. **AUTHORIZATION OF EXPENDITURES**

AN AUTHORIZATION OF CHANGE ORDER TO INCREASE CPWG PURCHASE AGREEMENT NO. 15000232 IN THE AMOUNT OF \$110,434 FOR GULF BOULEVARD IMPROVEMENT PROJECT ADDITIONS.

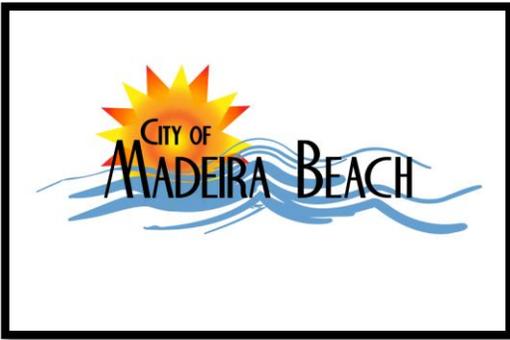
K. REPORTS/CORRESPONDENCE

- **CITY COMMISSION**
- **CITY ATTORNEY**
- **CITY MANAGER**
- **CITY CLERK**

L. ADJOURNMENT

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City 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 March 11, 2016



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

**BOARD OF COMMISSIONERS
WORKSHOP MEETING**

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

2:00 P.M.

TUESDAY, JANUARY 26, 2016

COMMISSION CHAMBERS

A. CALL TO ORDER – The meeting was called to order at 2:00 p.m.

B. ROLL CALL

MEMBERS PRESENT: Travis Palladeno, Mayor
Elaine Poe, Vice-Mayor
Terry Lister, Commissioner District 1
Nancy Hodges, Commissioner District 2
Patricia Shontz, Commissioner District 4

STAFF PRESENT: Shane B. Crawford, City Manager
Vincent M. Tenaglia, Assistant City Manager
Thomas J. Trask, City Attorney
Aimee Servedio, City Clerk
Dave Marsicano, Public Works/Marina Director

C. TOPICS

1. PRESENTATION BY DEUEL & ASSOCIATES ON BOCA CIEGA ROAD/STORMWATER UPGRADES AND SCHEDULING OF NEIGHBORHOOD CONSTRUCTION MEETING FOR AFFECTED RESIDENTS
Al Carrier, P.E., P.S.M.

CM: Today, Mr. Al Carrier is here to make a presentation on what to expect in regards to the Boca Ciega Road Project. A special or Town Hall Meeting can also be scheduled for residents that will be directly impacted to attend in order to get some more information on the project. The Town Hall Meeting is scheduled for Wednesday, February 17, 2016 at 12:00 p.m. (noon) and 6:00 p.m. to better accommodate any people who are working during the day.

Al Carrier, Deuel & Associates: This project is going to upgrade the stormwater infrastructure in the area from Boca Ciega Drive to Boca Ciega Avenue to Gulf Boulevard. The BMP (Best Management Practice) is to use impervious concrete that will also the sediment to be strained before it enters into Boca Ciega Bay. Back flow valves can get stuck and larger pipes work better. The project is being funded half through a Southwest Florida Water Management District (SWFWMD) grant and half through a contribution from the City. A joint agreement has also been made with the county since stormwater is the City's responsibly while the utilities are managed by Pinellas County at their expense.

The Neighborhood Meeting will be similar to the one held for the Normandy project – it will be an open forum with plans and schematics laid out for anyone interested to view and some of the engineers will be there to answer any questions. A mandatory pre-bid meeting was recently held and twelve respective contractors did attend that meeting. The project will last approximately 365 days.

Mayor Palladeno: Wanted to ensure that the necessary coordination has been made with the County and Mr. Carrier confirmed that it was.

Mr. Carrier: About two-thirds of the streets will be completely redone with new curb and concrete. The remainder will be resurfaced. The Mayor commended Mr. Carrier and his firm on the Normandy project.

Commissioner Lister: Will there be any back-flow valves? He has heard some people having problems with high tides.

Mr. Carrier: Informed the commissioner that his firm has done some research and tested several models but each one failed within six months of installation. The solutions that he recommends are that the road elevation remains the same as to not impact residents' yards, increase the inlets, increase the pipe size, and increase the outflow size on the seawalls.

Commissioner Lister: Asked if there will be places for residents who are displaced during construction to park?

Mr. Carrier: The impervious concrete will take three days to cure. They will be planning on how to get residents to their homes during this process, especially for anyone who is handicapped and needs close access to their homes. Many of these specific issues will be addressed during the Neighborhood Meeting on February 17, 2016.

The next projects for American Legion Drive and Rex Place have been approved and his firm is working on the contract details for that project. The following year, 137th Avenue is the next area that will be funded by SWFWMD.

The Neighborhood Meeting for residents to learn more about the project and have the opportunity to question the project manager will be held on Wednesday, February 17, 2016 at 12:00 p.m. and 6:00 p.m.

2. DISCUSSION ON DESIGNER DRUGS AND POSSIBLE ORDINANCE

Elaine Poe, Vice-Mayor

Lieutenant Dan Zsido, PCSO Narcotics Division

Vice-Mayor Poe: This is an issue that is currently growing in South Florida and is spreading throughout the state. She wants to get ahead of this issue before it becomes the nightmare that it is in South Florida. Lt. Dan Zsido from the Pinellas County Sheriff's Office Narcotics Division will lead tonight's presentation.

Lt. Dan Zsido: The lieutenant made a presentation that described the problems associated with the use of designer drugs such as the side effects of usage and the growing spread throughout South Florida and the local area here. Flakka and similar designer drugs are the third most used narcotic in Pinellas County (behind cocaine and marijuana; displaced oxycodone).

Some of the neighboring counties have adopted some very aggressive ordinance in regards to synthetic narcotics. The ordinances are based on fines for bags of these substances. The people buying the substances could face fines up to \$1,500 and the store owners could lose their license.

Vice-Mayor Poe: Has researched and found that flakka is a problem throughout the country and state – the most affected county currently is Brevard. There are five ordinances in the state of Florida that she has acquired and the strongest she found was from the City of Gainesville.

Mayor Palladeno: Asked for a consensus from the Board to endorse House Bill 15281 and Senate Bill 13447.

Vice-Mayor Poe: Noted that she does have some contacts in Tallahassee and this really is a growing issue. Support from the entire Board as opposed to one person would definitely be beneficial.

The consensus was to send a letter of support for the House and Senate bills to the appropriate representatives and for Lt. Dan Zsido to make another presentation to the Mayors' Council.

3. DISCUSSION ON RESTRICTIONS ON USE OF PUBLIC PROPERTY TO PROHIBIT BOAT DOCKING IN CERTAIN AREAS

Elaine Poe, Vice-Mayor

Thomas J. Trask, City Attorney

Vice-Mayor Poe: Asked Deputy Luckett to come up to the podium and introduce the topic since he has had some experience with the issue. The Deputy explained that boats are left tied up, even in bad weather, and this can cause damage.

Mayor Palladeno: Is this going to be a new ordinance or strengthening an existing ordinance?

Deputy Luckett: From what he understands, there is currently nothing on the books for the deputies to cite or fine any of the perpetrators. There is signage, but they need something in the code that directly states the law and fines. This wouldn't affect residents and their boats, but really for people tying up to sea walls and the fishing piers that can really cause damage – especially in bad weather.

CA: This would most likely be a re-write to an existing code section to more directly address this issue. With a consensus from the Board, he can look into strengthening that code section.

The consensus was for the City Attorney to draft an ordinance to address the docking of boats on public property.

4. DISCUSS AUTHORIZING THE CITY ATTORNEY TO PREPARE AN ORDINANCE ADDING A DEFINITION OF *RESIDENTIAL PROPERTY* TO SECTION 82-2.

Thomas J. Trask, City Attorney

CA: This item was first brought to his attention in relation to the short term rental ordinance that was recently passed. There is no definition as to what exactly constitutes as “residential property”. To avoid any confusion or lack of clarify, he has proposed a definition.

Vice-Mayor Poe: Will this include condos? The CA confirmed that it would.

The consensus was for the City Attorney to proceed and draft an ordinance that would define residential property. This would require a public hearing and two readings.

5. REVIEW OF CITY NOISE ORDINANCE

Thomas J. Trask, City Attorney

CA: There was a recent case in St. Petersburg in regards to their own noise ordinance in which a section was argued to be unconstitutional. The attorney representing that case contacted the CA and asked if the two cases in Madeira Beach would also be dropped since the same argument could be made. The section in question in the exceptions (Section 34-89), in which religious noise activity (such as bells and organs) is exempt. This needs to be addressed by deleting this exception so that the entire ordinance is not voided as being unconstitutional.

The CA did authorize the dropping of the two cases since argument of unconstitutionality would have prevailed. He needs direction from the Board to remove the religious worship exemption in order to continue enforcing the noise ordinance. The bells and organ exemption can be retained, but any reference to religious worship does need to be removed. Commissioner Lister was concerned about complaints coming from areas surrounding churches.

The consensus was for the City Attorney to proceed and draft an ordinance to delete the unconstitutional section.

6. DISCUSSION ON PROPOSED FEE SCHEDULE UPDATE

Shane B. Crawford, City Manager

Aimee Servedio, City Clerk

CM: The fee schedule is revisited every so often to ensure that the fees are accurate and up-to-date. The fee changes proposed are relatively straight forward and deal with the Building Department and the Recreation Center (for facility use fees and in regards to room rentals).

The consensus was for staff to proceed with the update through a resolution presented at the next BOC Regular Meeting.

7. UPDATE ON DISCUSSIONS WITH THE REDINGTONS AND PINELLAS COUNTY REGARDING EMERGENCY SERVICES

Shane B. Crawford, City Manager

Derryl O’Neal, Fire Chief

Fire Chief O’Neal: The City has been in discussion with all three mayors in the Redingtons to ensure that they receive the same level of service as the rest of the surrounding areas. The issue has boiled down to the lack of facility for an emergency vehicle to be kept. We are contracted to cover fire support but not for advanced life support services.

Mayor Palladeno: Noted that he does have full support from the Redington communities to go to the county and ask for the necessary funding. This is one area in the county that needs greater support.

FC: This is important to Madeira Beach because it will help make this station more efficient and more effective. There will be some cost savings and better level of service throughout the area.

The fire service stays in the area, but advance life support can come from as far as Highway 19. EMS services will take up to an eight minute response time whereas first responder will be four minutes on average. The aid given by ALS includes defibrillation, administration of cardiac drugs, tracheotomies, etc.

More units have recently be placed on the beach, but when it gets busy in the county, those responders are often sent inland to St. Petersburg.

Mayor Palladeno: The area that the Redingtons are looking at to build a new station will be at 173rd Avenue for a cost of about \$3 million, but funding needs to still be approved. The mayor asked the Lieutenant to speak on the response time for tall building fires in Madeira Beach and the Redingtons.

Lieutenant Childers: The response time from Seminole was twelve minutes and eighteen minutes from Indian Rocks Beach for a fire call in the John's Pass area. These two stations were called because a ladder truck was needed to address the fire at these taller building. The ladder truck will be capable of everything that the current truck does and more. There is more than just the addition of a ladder.

The consensus for staff to proceed on the purchase of a ladder truck.

8. FIRE APPARATUS FINANCING RECOMMENDATION

Vincent M. Tenaglia, Assistant City Manager/Finance Director

ACM: Announced that he will be unable to attend the February 9th BOC Meeting so he wants to go over some of the details. We do have an appropriate funding source in the Pinellas County Local Option Sales Tax Fund (Penny for Pinellas). The total cost for this upgrade will be approximately \$690,000 (as opposed to the previously budgeted cost of \$650,000).

To continue our ability to continue the many capital projects that have been discussed recently. In December, and RFP was released for a short term loan lease and received ten responses. The RFP specified that only Local Option Sales Tax funds would be used. The results of this RFP are included in the agenda packet. Two options were shortlisted – BB&T with an interest rate of 1.60% and Hancock bank with a rate of 1.59%, the latter of which he recommends awarding the RFP. This will be a maximum of \$750,000 for some flexibility and will only pledge Penny for Pinellas funds. There will be no penalty for early repayment. The Hancock proposal is very competitive and he recommends this option.

In the short term, the next step is to have the necessary resolutions to proceed. The budgeted funds for the apparatus will need to be increased and there are also some equipment trade-in items that need to be included. We need to add funds for the debt proceeds since the original plan was to pay in cash. We also need to add debt service costs which will cover the financing of the apparatus and the authorization to purchase will need to be made. The bond council team will also be present to be addressed if needed. The date of February 17, 2016 will be the pre-closing meeting and the P.O. would be sent out the next day.

There will need to be additional policy improvements. This is the City's fourth debt issue in the last six months. Before we continue, we need to consider long term financial projections and ensure future stability. Upcoming projects will be more complex and the corresponding policies considering future implications needs to be established.

The consensus was to proceed with the Assistant City Manager's recommendation.

9. DISCUSSION ON PEDESTRIAN/CROSSWALK LIGHTING ON GULF BOULEVARD

Travis Palladeno, Mayor

Mayor Palladeno: He has noticed some cities to the north that have island bollard lights to illuminate the crosswalks. He is requesting a consensus for the City Manager to proceed on finding some cost estimates for this project that could be incorporated into Gulf Boulevard beautification. The mayor himself will be looking for funding options possibly through bed tax dollars – there is about to be \$20 million available for projects from bed tax revenue.

Commissioner Shontz: Brought up the point that the crosswalks should be red instead of yellow – the pedestrians are already difficult enough to see, especially at night, and red lights are for stopping whereas yellow is for caution or slowed traffic speed.

CM: The CM has shared some of the same concerns with Commissioner Shontz, but the communities that have the red crosswalks are owned by the cities, not by the state as Gulf Boulevard is here. He was having a very similar conversation

earlier with the PW/MD. The mayor's request makes a lot of sense, but the time is now or it won't happen. Also, unless the Mayor is able to secure funding, this is not budgeted. He is guessing that this project will cost \$100,000 to \$150,000.

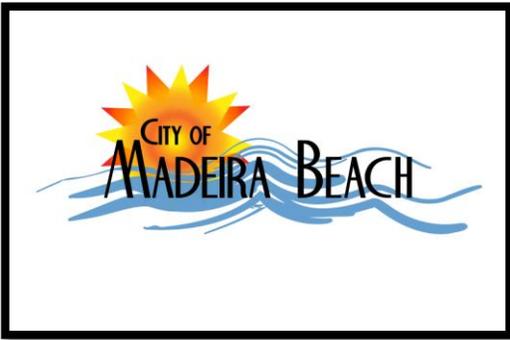
The consensus was for the City Manager to check with Indian Rocks Beach for pricing while the Mayor will proceed with looking for funding sources through bed tax dollars.

D. ADJOURNMENT – The meeting was adjourned at 3:39 p.m.

Date approved: March 16, 2016

Travis Palladeno, MAYOR

Submitted by Aimee Servedio, CITY CLERK



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

**BOARD OF COMMISSIONERS
AGENDA SETTING MEETING**

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

5:45 P.M.

TUESDAY, FEBRUARY 9, 2016

COMMISSION CHAMBERS

AGENDA SETTING FOR FEBRUARY 23, 2016 BOC WORKSHOP

A. CALL TO ORDER – The meeting was called to order at 5:45 p.m.

B. ROLL CALL

MEMBERS PRESENT: Travis Palladeno, Mayor
Elaine Poe, Vice-Mayor
Terry Lister, Commissioner District 1
Nancy Hodges, Commissioner District 2
Patricia Shontz, Commissioner District 4

STAFF PRESENT: Shane B. Crawford, City Manager
Vincent M. Tenaglia, Assistant City Manager
Thomas Trask, City Attorney
David Marsicano, Public Works/Marina Director
Sea S. Marshall-Barley, Administrative Support Specialist

C. TOPICS

1. DISCUSSION ON JOINT VENTURE WITH ROC PARK TO CREATE A FISHING PIER AT CITY CENTRE
Shane B. Crawford, City Manager
Bill Karns, ROC Park & Karns Enterprises
Doug Speeler, Speeler Services, Inc.
2. DISCUSSION ON FLAG RETIREMENT MEMORIAL PROPOSAL
Doug Andrews, Events & Recreation Director
Rotary Club of Seminole Lake
3. DISCUSSION ON POSSIBLE ORDINANCE TO ADDRESS BEACH TENTS AND HOLES ON THE BEACH
Elaine Poe, Vice-Mayor
Pat Krager, Code Enforcement Deputy
Thomas J. Trask, City Attorney

CM: The City is permitted for sailboat slips for around the City Centre and we have changed that to ensure the ability for motorboats to dock here as well. If we went ahead with the fishing pier first, Doug Speeler explained that it would be easier to permit. The pier would be maintained jointly by the City and Bill Karns. This is the main item that needs to be workshopped, and he requests that the meeting scheduling be tentative on this item.

Item #3 was previously discussed and the CA has advised that he has received all of the information on this item. He is able to draft an ordinance based on previous discussions so it will not need to be heard again.

The last item is sponsored by the Seminole Rotary and essentially the retirement memorial looks like a patriotic mailbox that can receive old, tattered flags to be properly disposed.

He requests a tentatively scheduled meeting based on the timing of the permit.

Mayor Palladeno: Mentioned that other cities have passed ordinances on holes and tents on the beach and asked the CA about where he is on that item. The CA has copies of the other ordinances and this is the next item on his list to present to the Board.

Vice-Mayor Poe: Also added that there was an ordinance from Daytona Beach on this issue as well.

A motion to tentatively schedule a BOC Workshop for February 23, 2016 was made by Vice-Mayor Poe and seconded by Commissioner Shontz.

ROLL CALL:

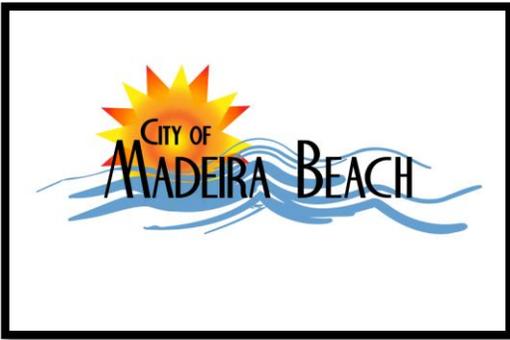
Commissioner Lister.....	YES	Vice-Mayor Poe.....	YES
Commissioner Hodges.....	YES	Mayor Palladeno.....	YES
Commissioner Shontz.....	YES		

D. ADJOURNMENT – The meeting was adjourned at 5:52 p.m.

Date approved: March 16, 2016

Travis Palladeno, MAYOR

Submitted by Sea Marshall-Barley, Support Specialist



THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE

BOARD OF COMMISSIONERS
REGULAR MEETING

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

6:00 P.M. TUESDAY, FEBRUARY 9, 2016 COMMISSION CHAMBERS

- A. CALL TO ORDER – The meeting was called to order at 6:00 p.m.
- B. INVOCATION AND PLEDGE OF ALLEGIANCE – COMMISSIONER TERRY LISTER
- C. ROLL CALL

MEMBERS PRESENT: Travis Palladeno, Mayor
Elaine Poe, Vice-Mayor
Terry Lister, Commissioner District 1
Nancy Hodges, Commissioner District 2
Patricia Shontz, Commissioner District 4

STAFF PRESENT: Shane B. Crawford, City Manager (CM)
Vincent M. Tenaglia, Assistant City Manager (ACM)
Thomas Trask, City Attorney (CA)
Aimee Servedio, City Clerk (CC)
David Marsicano, Public Works/Marina Director (PW/MD)
Sea S. Marshall-Barley, Administrative Support Specialist (SS)

- D. APPROVAL OF THE MINUTES
- 1. BOC SPECIAL MEETING DECEMBER 22, 2015
- 2. BOC AGENDA SETTING MEETING JANUARY 12, 2016
- 3. BOC REGULAR MEETING JANUARY 12, 2016
- 4. BOC SPECIAL MEETING JANUARY 29, 2016

A motion to approve the minutes as presented was made by Commissioner Lister and seconded by Commissioner Hodges.

ROLL CALL:

Commissioner Lister.....YES Vice-Mayor Poe.....YES
Commissioner Hodges.....YES Mayor Palladeno.....YES
Commissioner Shontz.....YES

E. APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Commissioner Shontz and seconded by Vice-Mayor Poe.

ROLL CALL:

Commissioner Lister.....YES Vice-Mayor Poe.....YES
Commissioner Hodges.....YES Mayor Palladeno.....YES
Commissioner Shontz.....YES

PRESENTATIONS/PROCLAMATIONS

- 1. FIREFIGHTER OF THE YEAR AWARD
Mayor Travis Palladeno and Derryl O'Neal, Fire Chief

Fire Chief: The Firefighter of the Year is elected by his fellow firefighters to represent the unit throughout the year. He introduced Driver/Engineer Ryan Roberts as this year's award winner and presented his honor with the Mayor.

Ryan Roberts: Appreciates everyone at the City and the station. He is honored and enjoys working for the City.

DAIS LOG REVIEW – NONE

F. PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES

There was no public comment at this meeting.

G. CONSENT AGENDA

1. AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$46,691 FOR MEDIAN LANDSCAPING CHANGE ORDER
2. AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$50,000 FOR REX PLACE ROADWAY AND STORMWATER IMPROVEMENTS
3. AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$42,500 FOR AMERICAN LEGION DRIVE ROADWAY AND STORMWATER IMPROVEMENTS

A motion to approve the Consent Agenda was made by Commissioner Shontz and seconded by Vice-Mayor Poe.

CM: The figure for \$46,691 is a change order to purchase the largest palm tree available for the medians. The next two are related to the next big stormwater project.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

H. CONTRACTS & AGREEMENTS

1. AUTHORIZATION TO APPROVE THE BRYANT, MILLER, OLIVE REPRESENTATION DISCLOSURE

CA: This conflict letter is to obtain a signature authorization to use this firm for the bond closing council for financing of the ladder truck. One member of the firm is a board member on the bank that was ultimately chosen after the RFP process. This individual was in no way involved in this process, but they wanted to ensure that the Board was aware of this potential conflict of interest. The CA recommends approval of this authorization.

A motion to approve the representation disclosure was made by Commissioner Shontz and seconded by Vice-Mayor Poe.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

2. APPROVAL OF PROPOSED FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (DEM) FEDERALLY FUNDED SUBGRANT AGREEMENT – FMA 2014-006 – WITH THE CITY OF MADEIRA BEACH

CA: These are the agreements made with the City and the applicants through this subgrant. This program is not funded by the City, but by FEMA. Staff is recommending approval of these three agreements.

A motion to approve the three subgrant agreements related to FMA 2014-006 was made by Commissioner Lister and seconded by Commissioner Hodges.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

I. UNFINISHED BUSINESS – NONE

J. NEW BUSINESS

1. RESOLUTION 2016-03

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE CITY OF MADEIRA BEACH FEES AND COLLECTION PROCEDURE MANUAL TO REFLECT THE FEE REVISIONS TO ARTICLE II (COMMUNITY SERVICES), ARTICLE III (FINANCE), ARTICLE V (RECREATION), ARTICLE VI (PUBLIC WORKS), AND ARTICLE VII (MARINA); AND PROVIDING FOR AN EFFECTIVE DATE.

CA read Resolution 2016-03 by title only.

A motion to approve Resolution 2016-03 was made by Commissioner Hodges and seconded by Commissioner Lister.

CM: Staff recommendation is for approval.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

2. RESOLUTION 2016-04

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA BY ADOPTING AN INVENTORY OF CITY OWNED FEE SIMPLE PROPERTY AND DETERMINING NO SUCH PUBLIC PROPERTY IS APPROPRIATE OF USE AS AFFORDABLE HOUSING; BY PROVIDING FOR DISTRIBUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

CA read Resolution 2016-04 by title only.

A motion to approve Resolution 2016-04 was made by Vice-Mayor Poe and seconded by Commissioner Shontz.

CM: Staff recommendation is for approval.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

3. RESOLUTION 2016-05

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

CA read Resolution 2016-05 by title only.

A motion to approve Resolution 2016-05 was made by Commissioner Lister and seconded by Commissioner Hodges.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

4. RESOLUTION 2016-06

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY TRANSFERRING GENERAL FUND APPROPRIATIONS FROM THE COMMUNITY DEVELOPMENT DEPARTMENT TO THE PUBLIC WORKS DEPARTMENT; INCREASING GENERAL FUND EXPENDITURES IN THE AMOUNT OF \$4,400; AND PROVIDING FOR AN EFFECTIVE DATE.

CA read Resolution 2016-06 by title only.

A motion to approve Resolution 2016-06 was made by Commissioner Shontz and seconded by Vice-Mayor Poe.

ROLL CALL:

Commissioner Lister.....YES Vice-Mayor Poe.....YES
Commissioner Hodges.....YES Mayor Palladeno.....YES
Commissioner Shontz.....YES

5. **RESOLUTION 2016-07**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING BUILDING FUND EXPENDITURES IN THE AMOUNT OF \$28,800; AND PROVIDING FOR AN EFFECTIVE DATE.

CA read Resolution 2016-07 by title only.

A motion to approve Resolution 2016-07 was made by Commissioner Shontz and seconded by Commissioner Hodges.

ROLL CALL:

Commissioner Lister.....YES Vice-Mayor Poe.....YES
Commissioner Hodges.....YES Mayor Palladeno.....YES
Commissioner Shontz.....YES

a. **AUTHORIZATION OF PAY PLAN**

AUTHORIZATION TO APPROVE PAY PLAN AMENDMENTS PURSUANT TO RESOLUTION 2016-07.

A motion to authorize the pay play amendments was made by Commissioner Lister and seconded by Commissioner Hodges.

Vice-Mayor Poe: What exactly is the authorization of a pay plan?

CM: The previous resolution increased funds to hire an additional employee in the Building Department, this is the corresponding pay plan with this

Mayor Palladeno: Where is the Building Department at with revenue this year?

ACM: Staff predictions for revenue are right at expectations, these funds are from reserves.

ROLL CALL:

Commissioner Lister.....YES Vice-Mayor Poe.....YES
Commissioner Hodges.....YES Mayor Palladeno.....YES
Commissioner Shontz.....YES

6. **RESOLUTION 2016-08**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING LOCAL OPTION SALES TAX FUND EXPENDITURES IN THE AMOUNT OF \$40,000; AND PROVIDING FOR AN EFFECTIVE DATE.

CA read Resolution 2016-08 by title only.

A motion to approve Resolution 2016-08 was made by Commissioner Hodges and seconded by Commissioner Lister.

CM: The CM and ACM recommend approval of this resolution after discussion.

ROLL CALL:

Commissioner Lister.....YES Vice-Mayor Poe.....YES
Commissioner Hodges.....YES Mayor Palladeno.....YES
Commissioner Shontz.....YES

a. **AUTHORIZATION OF EXPENDITURES**

AUTHORIZATION OF EXPENDITURES TO ROSENBAUER AMERICA, IN AN AMOUNT NOT TO EXCEED \$690,000, FOR FIRE APPARATUS PER CITY OF SEMINOLE BID.

A motion to authorize the expenditures to purchase the fire apparatus was made by and seconded by

CM: The fire apparatus is about a year out still, but this is the authorization to finance this item. The CM and ACM recommendation is for approval.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

7. **RESOLUTION 2016-09**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING LOCAL OPTION SALES TAX FUND REVENUES AND EXPENDITURES IN ACCORDANCE WITH FLORIDA INFRASTRUCTURE SALES SURTAX REVENUE NOTE; INCREASING CORRESPONDING DEBT SERVICE FUND EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

CA read Resolution 2016-09 by title only.

A motion to approve Resolution 2016-09 was made by Commissioner Lister and seconded by Commissioner Hodges.

CM: The City Manager’s recommendation is for approval.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

8. **RESOLUTION 2016-10**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$725,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF MADEIRA BEACH, FLORIDA INFRASTRUCTURE SALES SURTAX REVENUE NOTE, SERIES 2016 FOR THE PURPOSE OF FINANCING AND/OR REIMBURSING THE DESIGNING, PERMITTING, ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL PROJECTS DESCRIBED HEREIN; PLEDGING LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX REVENUES TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH NOTE; EXPRESSING AN INTENT TO BE REIMBURSED WITH PROCEEDS OF SUCH NOTE; DESIGNATING SUCH NOTE AS "BANK QUALIFIED"; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH NOTE; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

CA: This resolution and the following one are related to the bond financing for the fire apparatus. Mr. Duane Draper is in the audience to answer any questions the Board may have.

CA read Resolution 2016-10 by title only.

CM: There are three main questions that you probably have: (1) how much are we paying, (2) what is the interest rate, and (3) how long is the term? The amount will not exceed \$725,000 at a 1.59% rate over the remaining years of Penny for Pinellas, which ends in 2019.

ACM: The City is pledging the remaining funds from Penny for Pinellas for this item.

A motion to approve Resolution 2016-10 was made by Commissioner Shontz and seconded by Commissioner Lister.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

9. **RESOLUTION 2016-11**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA SUPPLEMENTING A RESOLUTION ADOPTED ON EVEN DATE HEREOF TO FIX CERTAIN DETAILS IN CONNECTION WITH THE ISSUANCE OF ITS NOT TO EXCEED \$725,000 INFRASTRUCTURE SALES

SURTAX REVENUE NOTE, SERIES 2016; PROVIDING FOR OTHER COVENANTS WITH RESPECT TO THE NOTEHOLDER; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

CA read Resolution 2016-03 by title only.

A motion to approve Resolution 2016-03 was made by Commissioner Lister and seconded by Commissioner Shontz.

CM: This resolution goes hand in hand with the previous resolution.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

K. REPORTS/CORRESPONDENCE

• **CITY COMMISSION**

Mayor Palladeno: At the last Mayors’ Council Meeting, Mayor Kriseman from St. Petersburg requested support of the repeal of blue laws regarding the sale of alcohol on Sundays.

Madeira Beach was ranked number two in the amount of sea turtle nest this year, second only to Clearwater, which is quite an accomplishment considering out size. Nearly 96,000 turtles hatched this year in Pinellas County.

Economic impact and tourist dollars are again up this season.

• **CITY ATTORNEY**

CA: Addressed some of the quasi-judicial matters that have been discussed over the last eight weeks or so. In December, he gave the Board advice on how to address these types of matters by saying that all comments and concerns should be forwarded to the CA or CM and that the Board members should avoid and ex-parte contact with the developer, its agents and attorneys, and anyone else involving the matter.

The message passed out tonight clearly defines the issue. He has included the related state statute and the provision of the Madeira Beach Code of Ordinances. Any communications read, received, or viewed need to be disclosed publicly before any action can be taken on the applicable matter. The reason it was classified as quasi-judicial because that is how the law reads. To determine whether a decision is legislative or quasi-judicial, a specific site applies specific facts, it become quasi-judicial as recommended by the Supreme Court. You have a right to gather information and talk to these people, you have to disclose that before a decision can be made.

The decision can only be made based on the testimony heard at the meeting that the item is presented, which will be on March 16, 2016. He wanted to make these clarifications, not only in relation to the ‘Holton property’ project but to the many new developments that the Board will be considering in the next few months.

Vice-Mayor Poe: Why is the Holton project quasi-judicial but the Barefoot Beach was not?

CA: There is nothing in the code or statute that prohibits you from attending these meetings. He advised the Board not to attend in order to avoid the disclosure problems. It was also cautioned to prevent any lawsuit from a developer if a project is denied and they argue that there was bias on the part of the Board due to previous exposure and communication with the process.

Commissioner Shontz: Today, she received an email from a friend of hers and it really upset her. She asked people to consider how much time this takes the City Manager and City Attorney to process. She asked those who send emails and calls to consider the impact they have.

CA: If anyone on the Board has spoken with anybody or be in contact with anyone regarding this development, be ready to disclose that information at the March 16th Meeting. This will ensure that everyone on the Board has the same information and that the developer has the opportunity to address any concerns with their team.

CM: These developments are highly political. These emails really bring him into political aspect of the system when his real role is that of an administrative facilitator. There are several courts for the approval and he wanted to make sure that the distinction was respected on both sides. This is something new and very major for the City – we are all still learning how to navigate the process.

Mayor Palladeno: There are only two Board members still on the Board that hired the current CM. He wanted to remind everyone that one of the reasons that he was hired was to encourage new development and redevelopment.

Vice-Mayor Poe: She thanked the CA for bringing this information to light and discussion with the Board. She has researched some other cities that are also struggling with this same quasi-judicial classification. This is an issue that many are dealing with – a Suncoast League of Cities workshop is actually addressing this as well. There has been some confusion, but she appreciates this discussion to help everyone better understand the process.

Commissioner Shontz: Encouraged anyone with an opinion to attend the next BOC Meeting to voice their concerns to the Board since that would be the appropriate venue.

Vice-Mayor Poe: Asked if she should be prepared to present any involvement at the next meeting? Will we be able to voice our opinion on the matter?

CA: Each step, the Board will have an opportunity to discuss their thoughts. The Code has incorporated a provision that allows the Board to have more say and time on how to change a proposed development agreement that the developer would then be responsible for presenting that. The Board is the judge and the jury on the item.

CM: Staff and the Planning Commission have already recommended some changes to the development agreement – there is plenty of room and opportunity for the Board to give their input as well. If anyone needs any explanation or discussion, he can schedule a meeting with planning staff or the CA to explain some of the nuances.

- **CITY MANAGER**

No additional comments from the discussion during the City Attorney's report.

- **CITY CLERK**

CC: Wanted to confirm that the next BOC Meeting would be on March 16th because the day before (March 15, 2016) is the municipal election. Both commissioners up for re-election were unopposed but there is a referendum on the ballot. An informational meeting was held last year with little attendance, but it is posted to the City website. The CM asked that more information be posted on the homepage of the website.

L. ADJOURNMENT – The meeting was adjourned at 6:52 p.m.

Date approved: March 16, 2016

Travis Palladeno, MAYOR

Submitted by Sea Marshall-Barley, Support Specialist



City of Madeira Beach
Office of the City Clerk

300 Municipal Drive
Madeira Beach, FL 33708

Date: March 10, 2016
To: Mayor Palladeno, Vice-Mayor Poe, Commissioner Lister, Commissioner Hodges,
Commissioner Shontz
From: Sea Marshall-Barley, Administrative Support Specialist
Subject: Proclamation Declaring April 2016 as "Donate Life Month"

Last week, the City received a request from the LifeLink Foundation, Inc. that a proclamation be made and read to declare April 2016 as Donate Life Month. The proclamation is aimed at recognizing and honoring organ and tissue donors and the miracle of transplantation.

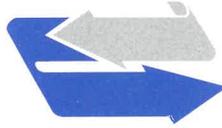
For more information and real life stories of how transplants have saved lives, you can visit the LifeLink website at www.DonateLifeFlorida.org.

Attachment(s): Letter from LifeLink Foundation, Inc. dated February 25, 2016
Proclamation Declaring April 2016 as "Donate Life Month"

RECEIVED: As submitted by
the Support Specialist on
03/10/2016

Agenda Item: E-1.

LifeLink[®]



Foundation, Inc.

A not-for-profit corporation dedicated to serve patients in need of transplantation therapy.

RECEIVED: As received
from LifeLink Foundation,
Inc. on 02/29/2016

February 25, 2016

The Honorable Travis Palladeno
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Dear Mayor Palladeno,

April is designated nationally as Donate Life Month - and provides a special opportunity for members of our community to recognize and honor organ and tissue donors and the miracle of transplantation. We respectfully request that a proclamation be issued recognizing Donate Life Month in the City of Madeira Beach.

There are over 121,000 men, women and children on the United States waiting list for organ transplantation and nearly 1100 of those waiting are local. Twenty-one people die every day because an organ is not available. The need for organ donors is more critical than ever and continues to grow, and hundreds of thousands more could benefit from tissue donation.

We would love to accept the proclamation in person, however, if that is not possible please remit it to our address, 9661 Delaney Creek Boulevard, Tampa, FL 33619.

Through public education and efforts to increase organ donation such as this proclamation, thousands of lives can be saved and enhanced, lives like those whose stories are told in the enclosed **LifeLink**[®] annual report/2016 calendar. Thank you for your consideration.

Sincerely,

Jennifer Krouse
Director of Public Affairs
LifeLink[®] **Foundation**
jennifer.krouse@lifelinkfound.org
813.253.2640 or 800.262.5775



CITY OF MADEIRA BEACH

Proclamation

WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

WHEREAS, more than 28,000 Americans receive a lifesaving organ transplant every year; and

WHEREAS, a new patient is added to the national patient waiting list for an organ transplant every 10 minutes; and

WHEREAS, over 121,000 men, women, and children are currently on the national waiting list for organ transplantation, of which nearly 1,100 are in the West and Southwest Florida area; and

WHEREAS, an average of 21 people die every day awaiting an organ transplant that does not come in time; and

WHEREAS, one organ, tissue, and eye donor can save or enhance the lives of as many as 60 people; and

WHEREAS, everyone is a potential organ, eye, and tissue donor and can register their wish to save lives through organ and tissue donation at www.DonateLifeFlorida.org or on their driver's license;

NOW, THEREFORE, I, Travis Palladeno, Mayor of the City of Madeira Beach, Florida hereby proclaim the months of April 2016 as

DONATE LIFE MONTH

In the City of Madeira Beach and encourage all residents to consider giving life through organ donation and to sign up on Florida's organ and tissue donor registry by visiting www.DonateLifeFlorida.org or when renewing their driver's license or state identification card.

Proclaimed this 16th day of March, 2016.

Travis Palladeno, Mayor
City of Madeira Beach



MADEIRA BEACH BOARD OF COMMISSIONERS

March 8, 2016 – Agenda Report

FROM: Vincent M. Tenaglia, Assistant City Manager

SUBJECT: **INDEPENDENT AUDITOR’S REPORT – FISCAL YEAR ENDED SEPTEMBER 30, 2015**

BACKGROUND: John Houser of Wells, Houser & Schatzel, P.A. will be in attendance at the March 16 Board of Commissioners meeting to present the independent auditor’s report for the fiscal year ended September 30, 2015. The comprehensive annual financial report (CAFR) is pending as of March 8 and is expected to be delivered to the Board in mid to late April. Attached is a draft copy of the CAFR narrative for the Board’s review.

BUDGETARY N/A
IMPACT:

RECOMMENDED N/A
BY STAFF:

ATTACHMENT(S): Management’s Discussion and Analysis prepared by Assistant City Manager

RECEIVED: As submitted to the
City Clerk from the Assistant City
Manager on 03/10/2016

Agenda Item: E - 2

CITY OF MADEIRA BEACH, FLORIDA

Management's Discussion and Analysis

September 30, 2015

Management's discussion and analysis (MD&A) is designed to focus on significant financial issues and provide an overview of the City of Madeira Beach's financial activity for the fiscal year ended September 30, 2015. The MD&A is designed to focus on the current year's activities, resulting changes, and currently known facts. It should be read in conjunction with the transmittal letter (beginning on page i), basic financial statements (beginning on page 17), and notes to the financial statements (beginning on page 30).

Overview of the Financial Statements and Financial Highlights:

The financial statements provide insight into the City of Madeira Beach's (the City's) ability to provide services and meet obligations, both now and in the future. Trends in assets, liabilities and net position illustrate the City's overall financial position, and can be evaluated to determine whether the City is better off or worse off as a result of its operations.

The financial statements include three components that should be considered together in order to gain a comprehensive understanding of the City's financial position: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

1. Government-wide Financial Statements:

The government-wide financial statements provide a broad overview of the City's finances, in a manner similar to the private sector. The statements can be found on pages 17-18 of this document, and include two different reports: the statement of net position and the statement of activities.

The **statement of net position** presents information on *all* of the City's assets and liabilities. The difference between assets (plus deferred outflows of resources) and liabilities (plus deferred inflows of resources) is known in governmental accounting as net position. Analysis of net position requires evaluation of unrestricted and restricted net position as well as net investment in capital assets. The latter category represents the net assets being used by the City to provide goods and services to the community. As such, these assets are not readily available for spending without first being converted to financial resources. Restricted net assets represent those which are controlled by state statutes, enabling legislation, debt covenants, or other external requirements. The remaining balance is reported as unrestricted net position, which represents accumulated resources available to the City in meeting its obligations.

The **statement of activities** illustrates *how* the City's net position changed as a result of its operations during the fiscal year. This section categorizes City services by program and illustrates the extent to which various functions are subsidized by general tax revenues. Distinction is made between those operations which are expected to be supported by taxes (i.e., governmental activities) and those which are intended to recover their costs (i.e., business-type activities).

2. Fund Financial Statements:

In governmental accounting, a "fund" is a segregated group of related accounts used to ensure and demonstrate compliance with enabling legislation, legal requirements, or other financial administration goals and objectives. The City of Madeira Beach reports two types of funds: governmental and proprietary.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements (e.g., public safety, parks and recreation, physical environment, and parking enforcement). However, unlike the government-wide financial statements,

CITY OF MADEIRA BEACH, FLORIDA

Management's Discussion and Analysis

September 30, 2015

governmental fund financial statements focus on financial resources rather than economic resources. Financial resources represent those which may be used to meet near-term requirements. Economic resources, such as capital assets which cannot be quickly converted to finance near-term requirements, are excluded from governmental fund reporting. The narrower focus is intended to emphasize the use of spendable assets.

The long-term impact of the City's shorter-term financial activities can be analyzed by comparing governmental fund reporting to the government-wide statements. Both the governmental fund balance sheet and statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison.

As of September 30, 2015, the City maintained three governmental funds: the General Fund, Archibald Fund, and Local Option Sales Tax Fund. Each is considered a major fund for which appropriations are adopted annually. Budgetary comparison statements are provided in this report to demonstrate compliance with the legally adopted budget. Governmental fund financial statements begin on page 19.

Proprietary funds as reported by the City of Madeira Beach include three enterprise funds: the Sanitation Fund, Stormwater Fund, and Marina Fund. These funds report the same functions and use the same basis of accounting as the business-type activities presented in the government-wide financial statements. Proprietary fund statements are located on pages 26-29.

3. Notes to the Financial Statements:

Notes to the financial statements provide additional information that is essential to gaining a full understanding of the data provided in the government-wide and fund financial statements. The notes begin on page 30 of this report.

Government-Wide Financial Analysis:

Governmental activities include \$3,010,000 borrowed to finance streetscaping beautification projects, while business-type activities include \$6,200,000 in new debt to finance stormwater drainage improvements. As a result, total liabilities and deferred inflows as of September 30, 2015 increased 125.6% over the prior year.

Total government-wide assets increased 29.7%, primarily relating to capital improvements, but also resulting from two unusual activities which generated significant net assets. First, the City received a donated capital asset valued at \$1,226,845. Remember Our Children Park was constructed privately and ownership was subsequently transferred to the City. Second, the City agreed to a lawsuit settlement with BP relating to the 2010 Deepwater Horizon oil spill, generating net proceeds of \$579,793.

The individual components of net position shifted as a reflection of the City's capital improvement program. Restricted assets that had been set aside for infrastructure improvements were placed into service, and unrestricted net assets were utilized to fund several capital projects. As such, net investment in capital assets increased 21.3% while restricted net position declined 6.5% and unrestricted net position decreased by 3.1%. Ultimately, total net position increased from \$32,197,729 to \$35,409,231.

CITY OF MADEIRA BEACH, FLORIDA

Management's Discussion and Analysis

September 30, 2015

The following tables present the condensed statement of net position and statement of activities for the current year as compared to the previous year. More detailed information can be found on pages 17 and 18 of the basic financial statements.

City of Madeira Beach's Net Position						
	Governmental Activities		Business-type Activities		Totals	
	2015	2014	2015	2014	2015	2014
Current and other assets	\$ 12,670,784	\$ 14,288,727	\$ 8,847,853	\$ 2,811,296	\$ 21,518,637	\$ 17,100,023
Capital assets	<u>24,828,687</u>	<u>18,070,210</u>	<u>3,971,754</u>	<u>3,635,279</u>	<u>28,800,441</u>	<u>21,705,489</u>
Total assets	<u>37,499,471</u>	<u>32,358,937</u>	<u>12,819,607</u>	<u>6,446,575</u>	<u>50,319,078</u>	<u>38,805,512</u>
Long-term liabilities outstanding	7,955,513	4,980,473	6,281,656	70,918	14,237,169	5,051,391
Other liabilities and deferred inflows	<u>501,971</u>	<u>1,248,877</u>	<u>170,707</u>	<u>307,515</u>	<u>672,678</u>	<u>1,556,392</u>
Total liabilities and deferred inflows	<u>8,457,484</u>	<u>6,229,350</u>	<u>6,452,363</u>	<u>378,433</u>	<u>14,909,847</u>	<u>6,607,783</u>
Net assets:						
Invested in capital assets	17,176,826	13,799,242	3,971,754	3,635,279	21,148,580	17,434,521
Restricted	1,394,219	1,491,307	-	-	1,394,219	1,491,307
Unrestricted	<u>10,470,942</u>	<u>10,839,038</u>	<u>2,395,490</u>	<u>2,432,863</u>	<u>12,866,432</u>	<u>13,271,901</u>
Total net position	<u>\$ 29,041,987</u>	<u>\$ 26,129,587</u>	<u>\$ 6,367,244</u>	<u>\$ 6,068,142</u>	<u>\$ 35,409,231</u>	<u>\$ 32,197,729</u>

City of Madeira Beach's Statement of Activities

	Governmental Activities		Business-type Activities		Totals	
	2015	2014	2015	2014	2015	2014
Revenues:						
Program revenues:						
Charges for services	\$ 3,459,929	\$ 3,144,831	\$ 3,789,473	\$ 3,678,838	\$ 7,249,402	\$ 6,823,669
Operating grants & contributions	6,626		3,300	-	9,926	-
Capital grants & contributions	1,768,069	230,813	-	-	1,768,069	230,813
General revenues:						
Property taxes	1,758,259	1,490,180	-	-	1,758,259	1,490,180
Franchise and utility taxes	1,249,780	1,246,640	-	-	1,249,780	1,246,640
Intergovernmental sources	1,212,668	1,165,875	-	-	1,212,668	1,165,875
Other	147,443	269,864	39,636	19,731	187,079	289,595
BP Settlement	746,904	-	-	-	746,904	-
Total revenues	<u>10,349,678</u>	<u>7,548,203</u>	<u>3,832,409</u>	<u>3,698,569</u>	<u>14,182,087</u>	<u>11,246,772</u>

CITY OF MADEIRA BEACH, FLORIDA

Management's Discussion and Analysis

September 30, 2015

City of Madeira Beach's Statement of Activities (continued)

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Totals</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Expenses:						
General government	\$ 2,459,928	\$ 1,738,593	-	-	\$ 2,459,928	\$ 1,738,593
Physical environment	418,301	397,459	-	-	418,301	397,459
Public safety	2,664,433	2,419,548	-	-	2,664,433	2,419,548
Culture and recreation	1,446,682	1,226,418	-	-	1,446,682	1,226,418
Parking	255,765	266,139	-	-	255,765	266,139
Sanitation	-	-	1,184,959	1,120,079	1,184,959	1,120,079
Stormwater	-	-	476,227	455,957	476,227	455,957
Marina	-	-	1,872,121	2,095,009	1,872,121	2,095,009
Interest and other fees on long-term debt	192,169	522,578	-	-	192,169	522,578
Total expenses	<u>7,437,278</u>	<u>6,570,735</u>	<u>3,533,307</u>	<u>3,671,045</u>	<u>10,970,585</u>	<u>10,241,780</u>
Increase (decrease) in net position before transfers and special items:	<u>2,912,400</u>	<u>977,468</u>	<u>299,102</u>	<u>27,524</u>	<u>3,211,502</u>	<u>1,004,992</u>
Transfers	-	4,536,084	-	(4,536,084)	-	-
Increase (decrease) in net position:	<u>2,912,400</u>	<u>5,513,552</u>	<u>299,102</u>	<u>(4,508,560)</u>	<u>3,211,502</u>	<u>1,004,992</u>
Net position: October 1	<u>26,129,587</u>	<u>20,616,035</u>	<u>6,068,142</u>	<u>10,576,702</u>	<u>32,197,729</u>	<u>31,192,737</u>
Net position: September 30	<u>\$ 29,041,987</u>	<u>\$ 26,129,587</u>	<u>\$ 6,367,244</u>	<u>\$ 6,068,142</u>	<u>\$ 35,409,231</u>	<u>\$ 32,197,729</u>

1. Governmental Activities:

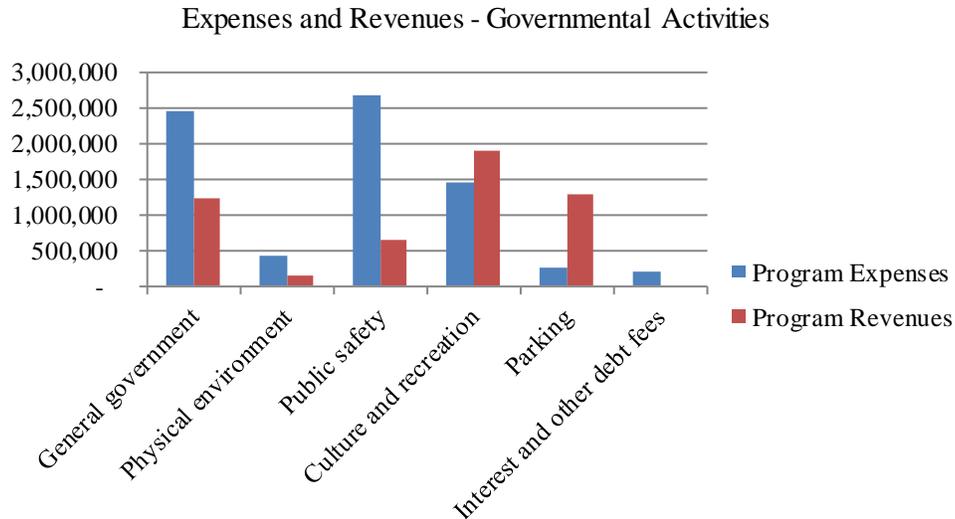
Management adjusted the specific allocation of charges for service revenue, such that two significant parking-related revenue items are reported as parking enforcement function revenue rather than culture and recreation. As a result, the City's parking function reported net program revenue of \$1,029,276 compared to just \$451,720 in the prior year. The culture and recreation function included a corresponding revenue decrease.

Though the financial performance of governmental activities was sufficient to increase net position by \$2,912,400, the City and its stakeholders should be aware that the net expense of governmental activities was mitigated by the impact of significant non-recurring events. General government function expenses included \$167,111 in legal fees associated with the BP lawsuit settlement, while culture and recreation program revenues included a capital contribution of \$1,226,845 relating to the donation of Remember Our Children Park. Controlling for these two factors, governmental activities would have generated net expenses of \$3,262,388 rather than \$2,202,654. Similarly, general revenues included significant non-recurring revenue resulting from the BP lawsuit. Absent the \$746,904 settlement, total general revenues for the period would have been \$4,368,150 rather than \$5,115,054. Had these one-time events not occurred, net position would have increased by \$1,105,762 rather than \$2,912,400.

CITY OF MADEIRA BEACH, FLORIDA

Management's Discussion and Analysis

September 30, 2015



2. Business-type Activities

Business-type activities generated net revenue of \$259,466 compared to only \$7,793 in the prior year. The increase was primarily due to the impact of a stormwater drainage fee, which generated a 93% increase in stormwater program revenue. The fee is intended to fund a multi-year series of drainage improvement projects, construction for which had not begun as of September 30, 2015.

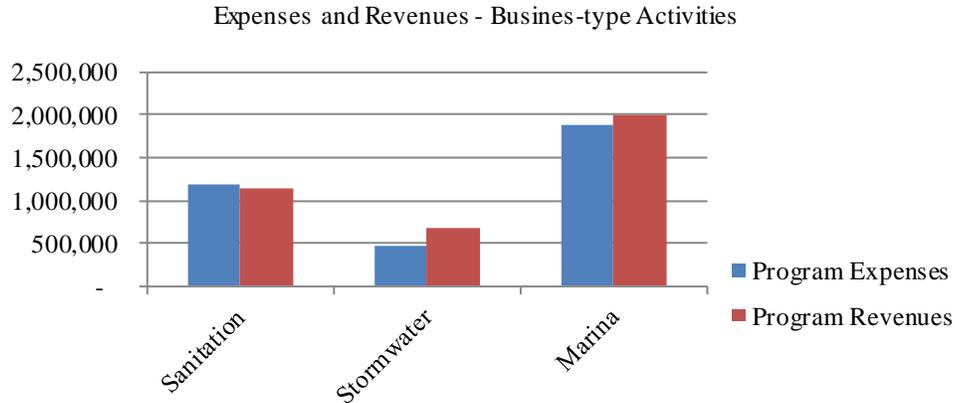
Sanitation services reported net expenses of \$54,749, driven almost exclusively by personnel management. A sanitation position was eliminated from the budget effective October 1, 2014, with the intent of modifying shifts and routes to accommodate the reduced staffing level. Instead, overtime costs and temporary contractual labor expenses soared and exceeded all planned estimates. Effective October 1, 2015, the position was reinstated.

The Marina continued to generate unprecedented net revenue, driven by fuel sales and the City's Ship Store commercial activity. The net revenue total of \$119,139 exceeded the prior year by 31.3%.

CITY OF MADEIRA BEACH, FLORIDA

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Fund Statement Financial Analysis:

1. Governmental Funds

The progress of the City's recent capital improvement activity is reflected in the total assets of governmental funds. Total assets declined 11.3% as the City continued to convert financial resources (i.e., cash and debt proceeds) to capital assets. The balance sheet does not include governmental capital assets of \$33,349,070, which increased 23.2% from the prior year.

Governmental funds help illustrate any significant year-end events resulting in a spike in either current assets or current liabilities. For example, total assets included a receivable in the amount of \$322,516 relating to a grant reimbursement request, which increased the amount due from other governments by 235%. Similarly, the last day of the fiscal year coincided with an accounts payable check run, resulting in accrued expenditures declining by 45.7% compared to the prior year. Meanwhile, total liabilities at the close of the previous fiscal year included a significant progress payment associated with a major capital project. Accounts payable for the current period decreased 75.2%, as that previous liability had been cleared.

The net impact to total fund balance was a 7.3% decrease. The components of unrestricted fund balance (i.e., committed, assigned, and unassigned) shifted significantly, however much of this change should be considered a temporary effect associated with the timing of various projects. Several capital project balances were re-budgeted to fiscal year 2016, with no associated encumbrances in place as of September 30, 2015. The assignment for purchase obligations declined 55.7%, which contributed to the unassigned fund balance increase of 38.7%. Upon commencement of the planned construction activity, unassigned fund balance will decline significantly.

As described previously, the treatment of governmental funds is perhaps the most unique feature of governmental financial reporting. The difference between assets and liabilities in a governmental fund is known as fund balance. Fund balance is a commonly used measure of a government's available resources and liquidity. Designations are applied to various components of fund balance to describe the extent to which resources may be limited.

CITY OF MADEIRA BEACH, FLORIDA

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Non-spendable fund balance items include inventories, prepaid accounts, and other resources that are inherently not easily convertible into financial resources. The City's non-spendable fund balance was \$406,626.

Restricted fund balance includes accounts and designations upon which restrictions have been externally imposed. The City's restricted balance includes resources of the Local Option Sales Tax Fund, which are governed by Pinellas County's *Penny for Pinellas* local option sales tax; the Archibald Fund, which is restricted by the National Park Service for parks and recreation purposes; and net excess building permit revenues, which are regulated by Florida Statutes. Restricted balance was \$1,373,997.

Committed fund balance includes resources set aside by the Board of Commissioners (BOC). These funds may only be spent upon authorization by the BOC, and have been reserved to meet the City's fund balance policy, to provide for future debt service flexibility (i.e., exercising call provisions), and to fund future appropriations. Committed balance was \$2,480,852.

Assigned fund balance represents management's intended use of specific resources. The City's assigned balance includes reserves for existing purchase obligations, and funds to pay out vacation and sick leave benefits (i.e., compensated absences). The City's assigned balance was \$2,640,263.

Unassigned fund balance should be considered the City's most liquid resource available for appropriation. Trends in unassigned balance may reflect policy changes (e.g., intentionally building up or drawing down reserves), or planned and unplanned financial changes (i.e., budgetary imbalances). The City's unassigned balance is \$5,370,831.

1a. Governmental Fund Budgetary Highlights – General Fund:

The fiscal year 2015 budget included the first millage rate increase authorized since 1989. The Board of Commissioners approved a tax increase from 1.7900 to 1.9900 mills. Meanwhile, property values increased over 6%, resulting in a total property tax revenue increase of 18.0%.

Intergovernmental revenue increased 21.2% resulting from grant and shared funding sources. The City completed a capital project for which \$322,516 in reimbursement revenue was provided by the Florida Fish and Wildlife Conservation Commission. Similarly, Pinellas County contributed \$141,766 in matching revenue for streetscaping beautification projects, consistent with an interlocal agreement providing for up to \$3,299,410 in total funding through fiscal year 2019.

The City's Recreation Department experienced significant personnel changes. The new management team prioritized special events such as concerts and tournament play to the extent that event revenue increased from \$1,900 to \$24,485. This increase helped contribute to the 80.2% increase in miscellaneous revenue. Miscellaneous revenue also includes the effects of several non-recurring items. Amid the financial crisis beginning in late 2007, the State of Florida Surplus Trust Fund transferred 14% of its total portfolio into a restricted account designed to protect par value at the expense of providing liquidity. Fund participants, including the City of Madeira Beach, were distributed interest earnings over the course of several years as the underlying distressed assets matured. The final lump-sum installment of these proceeds was received in fiscal year 2015 and classified as miscellaneous revenue to distinguish it from the current period's interest earnings.

CITY OF MADEIRA BEACH, FLORIDA

Management's Discussion and Analysis

September 30, 2015

Similarly, the City claimed reimbursement of prior year expenditures from its defined contribution retirement plan provider, following an unprecedented degree of employee turnover at the end of the prior fiscal year. The City maintains a "cliff" vesting program, wherein employees reach vesting only upon completing five years of employment. As such, anyone who fails to attain the required years of service forfeits the City's entire retirement contribution. Miscellaneous revenue included \$19,146 in forfeiture reimbursements of this nature. Ultimately, total General Fund revenues increased 9.8% over the prior year.

Current expenditures increased 13.2%, largely as a result of personnel growth. The fiscal year 2015 budget included an increase of 4.55 full-time equivalent positions and several others were added via budget amendment throughout the year. Although the City contracts with Pinellas County Sheriff's Office for law enforcement service, the City added two full-time community policing deputies in fiscal year 2015, at a total cost of nearly \$200,000 annually.

Total General Fund expenditures far surpassed total revenues, resulting from the significant degree of capital expenditures incurred. Total capital outlay of \$5,734,730 included the completion of the City Centre project. Similar capital outlay expenditures were incurred in the prior year, but were offset by other financing sources such as transfers and debt. Although the City did issue additional debt in fiscal year 2015, total other financing sources were not sufficient to balance the difference between revenues and expenditures. As such, fund balance declined by \$826,923.

While the overarching change to fund balance is consistent with the City's financial plan, individual items within the budget did not necessarily align with staff estimates. Such variances may be considered of two types: estimated revenue and expenditure revisions from the adopted to final budget; and deviation of actual results compared to the final budget.

Revisions from adopted to final budget:

The Board of Commissioners adopted 26 total budget amendments in fiscal year 2015, which reflects the nature by which the City has pursued new services and projects under the current administration. The General Fund functions impacted most significantly included the following:

Intergovernmental revenue: The final budget was revised to remove \$464,479 from planned revenue, relating to matching grants for which the corresponding expenditure budgets were re-appropriated to fiscal year 2016.

City Manager's Office expenditures: The City Manager requested additional appropriations of \$227,811 for the following items: legal fees relating to the BP lawsuit settlement (\$167,111), special events (\$20,000), internal legal fees (\$30,000), and outsourced grant-writing services (\$10,700).

Recreation expenditures: The General Fund budgetary comparison statement indicates a reduction of \$80,200 from the Recreation Department budget, which is misleading without further context. Funding throughout the year was not reduced but was largely transferred from Recreation operating expenditure accounts to Recreation capital outlay accounts. The capital outlay function includes \$77,700 in corresponding additional expenditure appropriations.

CITY OF MADEIRA BEACH, FLORIDA

Management's Discussion and Analysis

September 30, 2015

Capital outlay: Additional appropriations include \$51,547 which is the net result of the following:

- Capital projects re-budgeted from fiscal year 2014 (i.e., added to the fiscal year 2015 budget)
- Capital projects re-budgeted to fiscal year 2016 (i.e., removed from the fiscal year 2015 budget)
- Appropriations from fund balance in the current period (e.g., unplanned projects and change orders)
- Intra-departmental transfers from operating accounts to capital outlay accounts

	FY 2014 Reductions	FY 2015 Additions	FY 2015 Reductions	FY 2016 Additions
Re-budgeted projects:				
City Centre construction	(45,735)	45,735	(48,370)	48,370
Gulf Blvd. improvements	(11,696)	11,696	(1,335,373)	1,335,373
Lighting installation at Village Blvd.	(9,294)	9,294	(11,700)	11,700
Marina dock construction	(319,141)	319,141	-	-
Monument signs	(125,000)	125,000	-	-
Transient dock construction	(12,695)	12,695	-	-
Appropriations from fund balance:				
Cloud server migration		156,639		
City Centre construction		345,655		
Building permit software implementation		71,103		
Landscape and median improvements		260,833		
Intra-departmental transfers from operating accounts:				
From Non-Departmental		11,500		
From Recreation		77,700		
Total:	<u>(523,561)</u>	<u>1,446,991</u>	<u>(1,395,444)</u>	<u>1,395,444</u>
Net fiscal year 2015 change			<u>51,547</u>	

Deviation of actual results:

Expenditures exceeded appropriations in three General Fund departments: Community Development, Non-Departmental, and Parks.

Community Development: Special magistrate invoices dating back to the prior fiscal year were submitted by the vendor after September 30. Payments relating to these invoices resulted in expenditures over budget by 2.4%.

Non-Departmental: Utility expenditures increased significantly over the prior year due to the installation of multiple unplanned water features at the new City Centre facilities, including a splash pad and memorial fountain. Total expenditures exceeded final appropriations by 2.4%.

Parks: Unplanned expenditures include similar utility costs as incurred by the Non-Departmental function. Water utility expenditures exceeded the budget by \$16,101. Final departmental costs exceeded the budget by 4.7%.

While all other General Fund department expenditures were within budget, there remain several significant variances with respect to the final budget:

CITY OF MADEIRA BEACH, FLORIDA

Management's Discussion and Analysis

September 30, 2015

License and permit revenue: Estimated building permit revenue was based primarily on residential development trends, due to the uncertain nature of commercial activity. Yet several condominium projects commenced during the fiscal year and building permit revenue far surpassed staff estimates, exceeding the original budget by \$158,082.

Parking enforcement revenue: Parking activity continued to experience tremendous growth despite rate increases. Budgeted revenue estimates assumed revenue would decline marginally, as rate increases implemented during the prior fiscal year took effect. Instead, revenue increased substantially, exceeding the budget by 26.4%.

Miscellaneous revenue: Non-recurring events described previously caused revenue to exceed budgeted estimates by \$133,883.

City Clerk's Office expenditures: The City Clerk's Office budget included a full-time position that was never filled. Instead, the requested services were outsourced and allocated to several other General Fund departments. The City Clerk's Office ended the year 19.5% under budget as a result.

Parking enforcement expenditures: The parking enforcement function was slightly restructured to control personnel costs. Part-time hours were reduced and ultimately eliminated from the subsequent year's budget. Final expenditures were under budget by \$47,622.

2. Proprietary Funds

The City's proprietary fund statements provide the same type of information located in the government-wide financial statements, using the same basis of accounting. While fund balance is emphasized in governmental fund reporting, unrestricted net position should be considered the focal point for analysis of proprietary fund financial statements. Total net position of proprietary funds increased 4.9% resulting from the capital improvement initiatives described throughout this report.

Total current assets increased 186.1% from the prior year, which included restricted cash and cash equivalents of \$6,148,664 generated by the August 2015 Stormwater Fund debt issue. Corresponding long-term liabilities increased 1,260% because the enterprise funds carried no previous external debt. Current liabilities increased 62.1% due to the new Stormwater debt service obligations; principal and interest totaling \$344,000 was due to be paid on October 1, 2015.

Net investment in capital assets increased 9.3% driven by the Sanitation and Stormwater Funds. Sanitation vehicles include a new packer truck acquired in fiscal year 2015, while Stormwater improvements and construction in progress both increased relating to pre-construction phases of drainage improvement projects.

Marina Fund unrestricted net position was positive for the first time since September 30, 2010, which reflects the growth in sales activity since construction of the Ship Store facility in 2011. The following table is a summary of Marina Fund operating income since the Ship Store opened:

CITY OF MADEIRA BEACH, FLORIDA

Management's Discussion and Analysis

September 30, 2015

Fiscal Year	Operating Income
2011	\$ (28,752)
2012	\$ (2,311)
2013	\$ 74,610
2014	\$ 103,843
2015	\$ 130,179

Capital Assets and Debt Administration:

1. Capital Assets

The chart below illustrates the impact of the City's capital improvement policy initiatives discussed throughout this report. Several major projects were completed during fiscal year 2015, contributing to an 80.4% reduction to construction in progress and a \$12,698,246 increase to buildings and improvements. Additional details are available in the notes to the financial statements.

	Governmental activities		Business-type activities		Totals	
	2015	2014	2015	2014	2015	2014
Land	\$ 2,784,675	\$ 2,784,675	\$ -	\$ -	\$ 2,784,675	\$ 2,784,675
Buildings	7,836,379	150,400	423,567	440,726	8,259,946	591,126
Improvements other than buildings	11,941,796	7,124,367	2,739,989	2,527,992	14,681,785	9,652,359
Vehicles and equipment	1,142,901	809,079	451,445	335,622	1,594,346	1,144,701
Construction in progress	1,122,936	7,201,689	356,753	330,939	1,479,689	7,532,628
Total	<u>\$ 24,828,687</u>	<u>\$ 18,070,210</u>	<u>\$ 3,971,754</u>	<u>\$ 3,635,279</u>	<u>\$ 28,800,441</u>	<u>\$ 21,705,489</u>

2. Long-term Debt

The notes to the financial statements include a detailed listing of long-term liabilities. Below is a summary of the City's debt schedule as of September 30, 2015:

Description	Date issued	Principal borrowed	Scheduled total interest due	Final maturity
Capital improvement revenue bonds	10/24/2013	\$ 4,760,000	\$ 4,173,376	10/1/2043
Interlocal payments revenue bond	11/14/2014	\$ 3,010,000	\$ 139,572	5/1/2019
Stormwater system revenue bond	8/14/2015	\$ 6,200,000	\$ 1,381,906	10/1/2030
Total		<u>\$ 13,970,000</u>	<u>\$ 5,694,854</u>	

Next Year's Budget and Rates:

Management identified fund balance concerns as the top priority in developing the fiscal year 2016 budget. As such, the Board of Commissioners adopted a formal fund balance policy in concert with the budget development process. The millage rate was increased from 1.9900 to 2.2000, which, together with an 8.5% estimated property value increase, was sufficient to generate \$342,900 in new estimated revenue. The BOC committed specific funds for the preservation of long-term flexibility, including \$192,000 set aside to potentially call back outstanding debt, and \$191,900 for future appropriations.

CITY OF MADEIRA BEACH, FLORIDA

Management's Discussion and Analysis

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The parking rate was increased from \$1.50/hour to \$2.00/hour across all citywide parking lots. The rate increase was designed to take advantage of the growth in tourism experienced by the City over the last several years. General Fund parking enforcement revenue is estimated at \$1,573,800 for fiscal year 2016.

Requests for Information:

This financial report is designed to provide a general overview of the City of Madeira Beach's financial position for all those interested in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Assistant City Manager at 300 Municipal Drive, Madeira Beach, Florida 33708.



MADEIRA BEACH BOARD OF COMMISSIONERS

March 10, 2015 – Agenda Report

FROM: Shane B. Crawford, City Manager

SUBJECT: **AUTHORIZATION OF EXPENDITURES TO FIREWORKS DISPLAY UNLIMITED, LLC IN THE AMOUNT OF \$26,000 FOR FOURTH OF JULY FIREWORKS SHOW**

BACKGROUND: This is an annual occurrence and this time it's no different. We have a donation of \$5,000 to cover the barge rental cost and so our entire budget can be spent on fireworks. This year's show will be approximately 10 minutes short but much more intense.

BUDGETARY
IMPACT: Budgeted item

RECOMMENDED
BY STAFF: The City Manager recommends approval for the fireworks display authorization of expenditures.

ATTACHMENT(S): Fireworks Display Unlimited, LLC Display Contract dated February 10, 2016

RECEIVED: Agenda Report as submitted to the City Clerk from the City Manager on 03/10/2016.

Agenda Item: G-1.



Fireworks Displays Unlimited, LLC

14240 S.W. 256th St. Princeton, FL 33032
 Phone: (813) 625-9300
 Email: fireworkdisplaysunlimited@gmail.com
www.firepowerdisplays.com

To: City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, FL 33708

February 10, 2016
 DISPLAY DATE: 07/3/2016
 RAIN DATE: 07/04/2016
 DISPLAY TIME: As directed by sponsor

Phone # (727) 391-9951
 Fax # (727) 399-1131

DISPLAY CONTRACT

1.) Fireworks Displays Unlimited, LLC will provide the following:

One electrically fired Firework Display to last 18 to 20 minutes. The display will be fired from the intercostal waterway near Madeira Beach, FL on a barge provided by The City of Madeira Beach, FL as of sponsor's request, provided it meets or exceeds the minimum standard requirements of N.F.P.A. codes 1123.2014 edition and/or 1126.2014 edition. The display will include but is not limited to 1,440 rounds of premium display fireworks. The display will start with a traditional show opening and then continue at a consistent pace throughout the main-body of the display, ending the display in a spectacular finale of lights, colors, and sound. The display will contain an assortment of premium grade display shells which will consist of multi-break cylinder shells, and a variety of exquisite new effects, colors, and patterns.

City of Madeira Beach July 3rd 2016 Display Program

Display Grand Opening:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Assorted Crackling Color Diadem w/ Tail	10	18 - 20 Minutes
3"	Assorted Color Chrysanthemum Shells w/ Tail	20	
3"	Titanium Salute w/ Silver Crackling Tails	50	
	Red, White, and Blue Peonies to Golden		
3"	Crackling Chrys Flower w/ Crackling Tails	20	
4"	Diadem Chrys to Red, White, and Blue Tails	10	
4"	Red, White, Blue Peony w/ Crackling Tail	10	
5"	Glittering Silver to Blue Silver w/ Silver Pistil	15	
6"	Glittering Pixie Dust Willow w/tail	9	
	Gold Glitter Crown w/ Gold Glitter Crown to		
8"	Green Big Pistil	2	
10"	Gold Kamuro to White Twinkling w/ Tail	1	
		147	



Fireworks Displays Unlimited, LLC

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Email: fireworkdisplaysunlimited@gmail.com

www.firepowerdisplays.com

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Ruby Red	2	18 - 20 Minutes
3"	Grasshopper Green	2	
3"	Cardinal Purple	1	
3"	Coral Yellow	2	
3"	Orange	2	
3"	Sapphire Blue	1	
3"	Twilight Glitter	2	
3"	Gold Glitter	2	
3"	Cosmic Rain	1	
3"	Pink	2	
3"	Gold Kamuro	2	
3"	Cardinal Purple & Twilight Glitter	1	
		<hr/>	
		20	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Grasshopper Green & Twilight Glitter	2	18 - 20 Minutes
3"	Grasshopper Green & Cosmic Rain	1	
3"	Grasshopper Green & Gold Glitter	2	
3"	Twilight Glitter & Ruby Red	1	
3"	Crystal Cascade (Silver)	2	
3"	Twilight Glitter to Ruby Red	2	
3"	Twilight Glitter to Cardinal Purple	1	
3"	Ruby Red to White Strobe	2	
3"	Silver Cascade w/ Purple Pistil	2	
3"	Ruby Red & Grasshopper Green	1	
3"	Aqua Peony w/ Orange Pistil	2	
3"	Grasshopper Green w/ Red Pistil	2	
		<hr/>	
		20	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Ruby Red & Crystal Cascade (Silver)	2	18 - 20 Minutes
3"	Crystal Cascade (Red)	2	
3"	Sapphire Blue Cascade	1	
3"	Crystal Cascade (green)	2	
3"	Golden Rain to Crackle	1	
3"	White Strobe & Sapphire Blue	2	
3"	Orange & Blue Peony	2	
3"	Green Strobe	2	
3"	White Strobe	1	
3"	Brocade Crown	2	
3"	Brocade Crown	2	
3"	Midnight Snow	1	
		20	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Red Peony	2	18 - 20 Minutes
3"	Green Peony	1	
3"	Blue Peony	2	
3"	Silver Peony	2	
3"	Gold Peony	1	
3"	Purple Peony	2	
3"	Red & Green Peony	2	
3"	Red & Blue Peony	1	
3"	Red, White, and Blue Peony	2	
3"	Half Red & Half Green Peony	1	
3"	Half Red & Half Blue Peony	2	
3"	Half Green & Half Silver Peony	2	
		20	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Red to Green Peony	2	18 - 20 Minutes
3"	Red to Blue Peony	1	
3"	Red to Silver Peony	1	
3"	Green to Silver Peony	2	
3"	Blue to Red Peony	2	
3"	Blue to Silver	1	
3"	Silver to Blue Peony	2	
3"	Multi Color to Silver Peony	2	
3"	Red Ring	1	
3"	Green Ring	2	
3"	Blue Ring	2	
3"	Lightning White	2	
		20	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Gold Ring	2	18 - 20 Minutes
3"	Red to Crackling	1	
3"	Red to Crackling Flower w/ Blue Pistil	1	
3"	Blue to Crackling Flower w/ Red Palm Pistil	2	
3"	Blue to Crackling w/ Red Pistil	2	
3"	Purple to Crackling	1	
3"	Purple to Crackling w/ Green Pistil	2	
3"	2 Color to Crackling	2	
3"	Green Strobe	1	
3"	Brocade Crown	2	
3"	Diadem	2	
3"	Orange	2	
		20	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Red Chrys	2	18 - 20 Minutes
3"	Yellow Chrys	2	
3"	Green Chrys	2	
3"	Blue Chrys	1	
3"	White Chrys	2	
3"	Silver Chrys	1	
3"	Gold Chrys	2	
3"	Purple Chrys	1	
3"	Multi Color Chrys	2	
3"	White Twinkling	2	
3"	Green Twinkling	1	
3"	Gold Twinkling	2	
		20	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Red w/ Blue Pistil	2	18 - 20 Minutes
3"	Red w/ Crackling Flower Pistil	1	
3"	Red w/ Coconut Pistil	2	
3"	Green w/ Red Pistil	2	
3"	Gold w/ Green Palm	1	
3"	Thousand Report	2	
3"	Green Wave	2	
3"	Flower Wave	1	
3"	Flower Wave to Blue	2	
3"	Flower Wave to Green to Silver	2	
3"	Flower Wave to Blue to Silver	1	
3"	Twice Crackling Rain	2	
		20	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Glitter Silver to Red	2	18 - 20 Minutes
3"	Glitter Silver to Green	2	
3"	Glitter Silver to Blue	1	
3"	Red, White, and Blue Peony	2	
3"	Brocade Crown	1	
3"	Brocade Crown	2	
3"	Silver Strobe Willow	1	
3"	Green Strobe Willow	2	
3"	Crackling Willow Flower	2	
3"	Gold Wave to Red	1	
3"	Gold Wave to Silver	2	
3"	Gold Wave to Blue	2	
		20	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Crackling Diadem	2	18 - 20 Minutes
3"	Green to Golden Crackling Chrys Flower	1	
3"	Blue to Crackling	1	
3"	Sea Blue to Pink Peony	2	
3"	Yellow Flash	2	
3"	Purple to Crackling	1	
3"	Silver Wave to Purple	2	
3"	Multi-Color to Cracking	1	
3"	Gold Glittering Crown	2	
3"	Red To Blue Crackling	2	
3"	Green Strobe	2	
3"	Brocade Crown	2	
		20	



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Display Fanned Flights Sets of 5 \ \ | / / :

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Yellow Chrys	5	18 - 20 Minutes
3"	Ruby Red	5	
3"	Grasshopper Green	5	
3"	Twilight Glitter	5	
3"	Cosmic Rain	5	
3"	Gold Kamuro	5	
3"	Grasshopper Green & Gold Glitter	5	
3"	Twilight Glitter to Ruby Red	5	
3"	Ruby Red to White Strobe	5	
3"	Aqua Peony w/ Orange Pistil	5	
3"	Crystal Cascade (Red)	5	
3"	Golden Rain to Crackle	5	
		60	

Display Fanned Flights Sets of 5 \ \ | / / :

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Gold Glitter	5	18 - 20 Minutes
3"	Ruby Red to White Strobe	5	
3"	Silver Cascade w/ Purple Pistil	5	
3"	Sapphire Blue Cascade	5	
3"	Golden Rain to Crackle	5	
3"	White Strobe & Sapphire Blue	5	
3"	Brocade Crown	5	
3"	Midnight Snow	5	
3"	Golden Willow	5	
3"	Silver Crown Willow	5	
3"	Twilight Glitter to Sapphire Blue	5	
3"	Willow to Blue	5	
		60	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Half Red + Half Blue w/ Red Blue Pistil	2	18 - 20 Minutes
4"	Half Red + Half Blue w/ Coconut Pistil	1	
4"	Red to Silver w/ Green Pistil	1	
4"	Red to Silver w/ Silver to Red Pistil	1	
4"	Green to Silver w/ Red Pistil	2	
4"	Blue to Silver w/ Red Pistil	2	
4"	Silver to Red w/ Blue Pistil	1	
4"	Blue to Red Chrys	2	
4"	Glittering Silver to Red to Blue Chrys	1	
4"	Glittering Silver to Blue to Gold Chrys	2	
4"	Gold Wave to Red to Blue	1	
4"	Gold Wave to Blue to Red	2	
		18	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Red Chrys w/ Red + Green Double Pistil	2	18 - 20 Minutes
4"	Yellow Chrys w/ Green Pistil	1	
4"	Green Chrys w/ Crackling Flower	1	
4"	Blue Chrys w/ Red Pistil	2	
4"	Blue Chrys w/ Spangle Palm	1	
4"	Silver Chrys w/ Red + Blue Double Pistil	2	
4"	Gold Chrys w/ Green Palm Pistil	2	
4"	White Twinkling Chrys w/ Red to Blue Pistil	1	
4"	Gold Willow	2	
4"	Crackling Willow Flower	1	
4"	Green Strobe Willow	1	
4"	Red Ring w/ Crackling Flower	2	
		18	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Red to Blue To Silver Ring	2	18 - 20 Minutes
4"	Half Red + Half Blue Ring w/ Red Green Pistil	1	
4"	Chrysanthemum to Crackling Rain	1	
4"	Red Willow	2	
4"	Purple Willow	1	
4"	Brocade Crown	2	
4"	Multi-Color Dahlia	2	
4"	Silver Brocade Crown	1	
4"	Diadem to Silver	2	
4"	Purple Peony w/ Silver Pistil	1	
4"	Red Peony w/ Coconut Pistil	1	
4"	Silver Brocade Crown	2	
		18	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Silver Glitter to Red	2	18 - 20 Minutes
4"	Silver Glitter to Blue	1	
4"	Ruby Red w/ Twilight Glitter Pistil	2	
4"	Gold Glitter w/ Grasshopper Green Pistil	2	
4"	Sapphire Blue w/ Midnight Snow Pistil	1	
4"	Gold Glitter w/ Cardinal Purple Pistil	1	
4"	Silver Strobe Willow	2	
4"	Palm Tree w/ Silver Tail and Red Pistil	1	
4"	Silver to Red Go Getters	2	
4"	Red & Blue Double Ring w/ Silver Palm Pistil	1	
4"	Bowtie w/ Silver Tail	1	
4"	Brocade	2	
		18	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Weeping Gold	2	18 - 20 Minutes
4"	Silver Kamuro w/ Purple Pistil	1	
4"	Brocade	2	
4"	Midnight Snow w/ Red Pistil	1	
4"	Stacked Color Bands	1	
4"	Whistle w/ Red Heading	2	
4"	Crazy Scream	1	
4"	Green Strobe	2	
4"	White Strobe	1	
4"	Crackling Willow	1	
4"	Aqua w/ Orange Pistil	2	
4"	Willow to Blue	2	
		18	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Brocade Crown	1	18 - 20 Minutes
4"	Midnight Snow	2	
4"	Green Strobe	2	
4"	White Strobe	1	
4"	Golden Rain to Green Go Getters	1	
4"	Typhoon Palm, w/ Crackling Tail and Red Pistil	2	
4"	Palm Tree, w/ Silver Tail and Blue Pistil	1	
4"	Golden Willow	2	
4"	Silver Crown Willow	2	
4"	Gold Glitter w/ Cardinal Purple Pistil	1	
4"	Sapphire Blue w/ Midnight Snow Pistil	1	
4"	Gold Flitter w/ Grasshopper Green Pistil	2	
		18	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Green to White Flashing	1	18 - 20 Minutes
4"	Red to Crackling Chrys	2	
4"	Golden Willow	1	
4"	Crackling Willow	2	
4"	Green Strobe Willow	1	
4"	Golden Glittering Crown	2	
4"	Red to Blue To Silver Ring	1	
4"	Half Red + Half Blue Ring w/ Red Green Pistil	2	
4"	Golden Wave to Golden to Crackling	2	
4"	Red Willow	1	
4"	Purple Willow	1	
4"	Brocade Crown	2	
		18	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Golden Flashing	2	18 - 20 Minutes
4"	Purple to Silver Peony	1	
4"	Red Crackling Coconut Tree	2	
4"	Glittering Green to Crackling	1	
4"	Purple Chrys w/ Red Pistil	1	
4"	Purple to Golden Crackling Chrys Flower	2	
4"	Half Orange & Grass Green Peony	1	
4"	Multi-Color Dahlia	2	
4"	Silver Crown	1	
4"	Diadem to Silver	2	
4"	Purple Peony w/ Silver Pistil	1	
4"	Red Peony w/ Crackling Coconut Pistil	2	
		18	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Blue to Silver Peony,RT-Glittering	2	18 - 20 Minutes
4"	Red Peony w/ Green Pistil,RT-Green	1	
4"	Half Red & Half Blue Chrys.,RT-Silver	2	
4"	Strobe Chrys Green	1	
4"	Golden Wave to Purple w/ Strobe Pistil	2	
4"	Green Strobe,RT-Green	1	
4"	Green to Silver Strobe,RT-Silver	1	
4"	Diadem Changing to Blue,RT-Gold	2	
4"	Diadem w/Red Pistil	2	
4"	Diadem w/ Crackling Pistil	1	
4"	Silver Crown to Red, RT-Silver	1	
4"	Brocade Crown,RT-Brocade	2	
		18	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Ripples to Red,RT-Red	2	18 - 20 Minutes
4"	Ripples to Purple,RT-Glittering	1	
4"	Green to Purple to Crackling	2	
4"	Two Layer Cracking Chrys., RT-Crackling	1	
4"	Blue Ring w/ Strobe Pistil	1	
4"	Flower Ring	1	
4"	Glittering Purple Coconut Tree,RT-Glittering	2	
4"	Glittering Silver Palm Tree,RT-Glittering	1	
4"	Red / Blue interval ring	2	
4"	Red,Silver & Blue Moving Stars	2	
4"	Moving Stars Purple & Gold	1	
4"	Dahlia Blue to Red,RT-Red	2	
		18	

Display Fanned Flights Sets of 3 \ | /:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Red & Silver Chrys.	3	18 - 20 Minutes
4"	Silver Wave to Green,RT-Green	3	
4"	White strobe	3	
4"	Silver Willow,RT-Silver	3	
4"	Glittering green palm tree,RT-Green	3	
4"	Blue to silver strobe,RT-Silver	3	
4"	Blue to Red Moving Stars	3	
4"	Gold Flashing Stobe Dahlia,RT-Gold	3	
4"	Dahlia Red w/ Coconut Pistil	3	
4"	Blue to Crackling Ring	3	
4"	Diadem Changing to Strobe,RT-Gold	3	
4"	Brocade Crown w/ Strobe,RT-Brocade	3	
		36	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
5"	Red to Green to Silver Peony	2	18 - 20 Minutes
5"	Blue to Red to Silver Peony	2	
5"	Red to Blue to Silver to Red Peony	2	
5"	Half Red + Half Blue Peony w/ Red Blue Pistil	3	
5"	Blue Chrys w/ Color Crossette Pistil	2	
5"	Red to Green Chrys w/ Green to Red Pistil	2	
5"	Red to Green to Silver Chrys w/ Double Pistil	2	
5"	Blue to Red Chrys w/ Silver Pistil	2	
5"	Glittering Silver to Red to Silver Chrys w/ Red Pistil	2	
5"	Glittering Silver to Blue Chrys w/ Red Pistil	2	
5"	Gold Wave Chrys to Green w/ White Strobe Pistil	2	
5"	Gold Wave Chrys to Silver w/ Red + Blue Pistil	2	
		25	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
5"	Diadem Chrys to Silver	2	18 - 20 Minutes
5"	Diadem Chrys to White Strobe	2	
5"	Diadem Chrys w/ Titanium Reports	2	
5"	Brocade Crown	3	
5"	Silver Brocade Crown to Green Strobe	2	
5"	Silver Brocade Crown w/ Titanium Reports	2	
5"	Silver Brocade Crown to Red	2	
5"	Silver Brocade Crown	2	
5"	Gold Kamuro to White Twinkling	2	
5"	Gold Kumaro w/ Green Strobe Pistil	2	
5"	Gold Kumaro w/ Multi-Color Palm	2	
5"	Green Dahlia	2	
		25	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
5"	Multi-Color Dahlia w/ Red Ring	2	18 - 20 Minutes
5"	Multi-Color Dahlia w/ White Strobe Pistil	2	
5"	Red & Green Go Getters	2	
5"	Multi-Color Go Getters	2	
5"	Thousand Reports	3	
5"	Green Strobe	2	
5"	Red to Green Strobe	2	
5"	Strobe Chrys to Blue Peony	2	
5"	Thousand Green Chrys	2	
5"	Thousand Blue Chrys	2	
5"	Thousand Brocade Crown	2	
5"	Thousand Crackling Flowers	2	
		25	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
5"	Red Ring w/ Salutes	2	18 - 20 Minutes
5"	Double Rings w/ Crackling Flower	2	
5"	Triple Rings	2	
5"	Saturn Ring	2	
5"	Bowtie Ring	2	
5"	Red Peony w/ Brocade Ring	2	
5"	Crown w/ Blue Ring	2	
5"	Gold Crackling Palm Tree	3	
5"	Twinkling Palm Tree	2	
5"	Red Falling Leaves	2	
5"	Red to Green Crossette	2	
5"	Red to Silver Crossette	2	
		25	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
5"	Silver Crossette	2	18 - 20 Minutes
5"	Multi-Color Crossette w/ Crackling Pistil	2	
5"	Red + Green CrissCross	2	
5"	Red + White + Blue CrissCross	2	
5"	Butterfly	2	
5"	Red Spider	2	
5"	Crackling Octopus	3	
5"	Stained Glass	2	
5"	Rainbow	2	
5"	Smiling Face	2	
5"	Sunflower	2	
5"	Red Heart	2	
		25	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
5"	Twice Presented Flower	2	18 - 20 Minutes
5"	Silver Water Fall	3	
5"	Blue w/ White Strobe Pistil + 2 Brocade Rings	2	
5"	Red Star w/ Silver Spokes w/ Crackling Rain Pistil	2	
5"	Crossed Silver Ring w/ Blue Pistil and Willow to Green	2	
5"	Hour Glass w/ Ring	2	
5"	Ring and Pistil Quarter Sections	2	
5"	Blue w/ White Srobe Braclet Pistil	2	
5"	Brocade w/ Red to Crackling Rain Pistil	2	
5"	Blue to Brocade w/ Blue to Red Pistil	2	
5"	Thousand Thunders (Titanium Salutes)	2	
5"	Thousand Flowers (Brocade) w/ Sparkling Silver	2	
		25	



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SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
5"	Blue w/ White Strobe Pistil + 2 Brocade Rings	3	18 - 20 Minutes
5"	Crossed Silver Ring w/ Blue Pistil and Willow to Green	3	
5"	Ring and Pistil Quarter Sections	3	
5"	Brocade w/ Red to Crackling Rain Pistil	3	
5"	Purple Peony w/ Silver Crisscross	3	
5"	Silver Cascade Crossette w/ Red Pistil	3	
5"	Sunflower: Yellow Cascade Ring w/ Green Pistil	3	
5"	Brocade w/ Red Pistil	3	
5"	Brocade w/ Green Strobe Pistil	3	
		27	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
6"	Timed Shell of Shells, Brocade	2	18 - 20 Minutes
6"	5 Titanium Salute (Timed)	1	
6"	Green w/ Purple & Twilight Glitter Double Pistil	1	
6"	Gold Glitter to Purple w/ Green & Twilight Glitter Double Pistil	1	
6"	Brocade Sun & Blue Planets	2	
6"	Blue to Red w/ Red to Blue Color Changing Pistil	1	
6"	Twilight Glitter to Blue w/ Red to White Strobe Color Changing Pistil	1	
6"	Twilight Glitter to Red to Blue w/ Blue to Red Color Changing	1	
6"	Pagoda: Timed Brocade w/ Titanium Salute	2	
6"	Twin Blossom: Red and Green CrissCross w/ Crossette	1	
6"	Tourbillion w/ Report + Green Go Getters	1	
6"	Silver Twister + Blue Crossette	1	
		15	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
6"	Blue Chrys w/ Color Crossette Pistil	1	18 - 20 Minutes
6"	Silver to Red w/ Green Pistil	1	
6"	Glittering Silver to Red to Silver Chrys w/ Red Pistil	2	
6"	Glittering Silver to Red to Blue Chrys w/ Purple Pistil	1	
6"	Red to Green Chrys w/ Green to Red Pistil	1	
6"	Red to Green to Silver Chrys w/ Double Pistil	1	
6"	Glittering Silver to Blue Chrys w/ Red Pistil	2	
6"	Glittering Silver to Blue Chrys w/ Silver Pistil	1	
6"	Glittering Silver to Green to Silver Chrys	1	
6"	Gold Wave Chrys to Red to Blue w/ Red Pistil	2	
6"	Gold Wave Chrys to Green w/ White Strobe Pistil	1	
6"	Gold Wave Chrys to Green to Silver w/ Green Pistil	1	
		15	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
6"	Blue Chrys w/ Color Crossette Pistil	1	18 - 20 Minutes
6"	Silver to Red w/ Green Pistil	1	
6"	Glittering Silver to Red to Silver Chrys w/ Red Pistil	2	
6"	Glittering Silver to Red to Blue Chrys w/ Purple Pistil	1	
6"	Red to Green Chrys w/ Green to Red Pistil	1	
6"	Red to Green to Silver Chrys w/ Double Pistil	1	
6"	Glittering Silver to Blue Chrys w/ Red Pistil	2	
6"	Glittering Silver to Blue Chrys w/ Silver Pistil	1	
6"	Glittering Silver to Green to Silver Chrys	1	
6"	Gold Wave Chrys to Red to Blue w/ Red Pistil	2	
6"	Gold Wave Chrys to Green w/ White Strobe Pistil	1	
6"	Gold Wave Chrys to Green to Silver w/ Green Pistil	1	
		15	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
6"	Gold Wave Chrys to Silver w/ Red + Blue Pistil	1	18 - 20 Minutes
6"	Diadem Chrys to Red	1	
6"	Diadem Chrysanthemum	1	
6"	Diadem Chrys to Green	1	
6"	Diadem Chrys to Blue	2	
6"	Diadem Chrys to Silver	2	
6"	Diadem Chrys to White Strobe	1	
6"	Diadem Chrys w/ Titanium Reports	1	
6"	Brocade Crown	2	
6"	Silver Brocade Crown to Green Strobe	1	
6"	Silver Brocade Crown to Purple	1	
6"	Silver Brocade Crown w/ Titanium Reports	1	
		15	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
6"	Silver Brocade Crown to Red	2	18 - 20 Minutes
6"	Silver Brocade Crown to Blue	2	
6"	Silver Brocade Crown to Silver	2	
6"	Silver Brocade Crown	1	
6"	Gold Kamuro	1	
6"	Gold Kamuro to Crackling w/ Crackling Pistil	1	
6"	Gold Kamuro to White Twinkling	1	
6"	Gold Kumaro w/ Green Strobe Pistil	1	
6"	Gold Kumaro w/ White Strobe Pistil	1	
6"	Gold Kumaro w/ Multi-Color Palm	1	
6"	Red Dahlia	1	
6"	Yellow Dahlia	1	
		15	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
6"	Green Dahlia	1	18 - 20 Minutes
6"	Silver Dahlia	1	
6"	Multi-Color Dahlia w/ Red Ring	2	
6"	Multi-Color Dahlia w/ White Strobe Pistil	1	
6"	Red Go Getters	2	
6"	Red & Green Go Getters	1	
6"	Green Go Getters	1	
6"	Silver Go Getters	2	
6"	Multi-Color Go Getters	1	
6"	Thousand Reports	1	
6"	Green Strobe	1	
6"	Red to Green Strobe	1	
		15	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
6"	Triple Rings	2	18 - 20 Minutes
6"	Saturn Ring	1	
6"	Atomic Ring	1	
6"	5 Angle Star Ring	1	
6"	Bowtie Ring	1	
6"	Red Peony w/ Brocade Ring	1	
6"	Crown w/ Blue Ring	1	
6"	Red Palm Tree	1	
6"	Green Crossette	2	
6"	Silver Crossette	2	
6"	Gold Crossette	1	
6"	Gold Glitter Crossette	1	
		15	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
6"	Multi-Color Crossette w/ Crackling Pistil	1	18 - 20 Minutes
6"	Red + Blue CrissCross	1	
6"	Red + Green CrissCross	2	
6"	Red + White + Blue CrissCross	1	
6"	Blue + Silver CrissCross	1	
6"	Rainbow	2	
6"	Smiling Face	1	
6"	Sunflower	1	
6"	Red Heart	1	
6"	Twice Presented Flower	1	
6"	Silver Water Fall	1	
6"	Silver Dragon	2	
		15	



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SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
6"	Twilight Glitter Crossette	3	18 - 20 Minutes
6"	Brocade w/ Red Pistil	3	
6"	Brocade w/ Blue Pistil	3	
6"	Brocade to Silver Waterfall (Poka Shell)	3	
6"	Gold Glitter Comets w/ Blue Stars	3	
6"	Twilight Glitter Comets w/ Red Stars	3	
		18	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
8"	Gold Crown Willow	2	18 - 20 Minutes
8"	Brocade w/ Green Strobe Pistil	1	
8"	Weeping Gold to Silver	1	
8"	Midnight Snow w/ Red Pistil	2	
8"	Gold Glitter Comets w/ Purple Stars	1	
8"	Fantasy Gold	1	
8"	Timed Shell of Shells, Brocade	1	
8"	Twilight Glitter to Red to Blue w/ Blue to Red Color Changing	1	
8"	Gold Glitter to Purple w/ Green & Twilight Glitter Double Pistil	2	
		12	



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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
10"	Sunset Gold	1	18 - 20 Minutes
10"	Silver Crown Willow	1	
10"	Brocade Crown w/ Red Pistil Glittering Tail	1	
10"	Silver Kamuro w/ Purple Pistil	1	
10"	Timed Shell of Shells, Pixie Dust Willow	1	
10"	Brocade Crown w/ Blue Pistil Glittering Tail	1	
		6	

Display Grand Finale:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Red Peony w/ Tail	10	18 - 20 Minutes
3"	Blue Peony w/ Tail	10	
3"	Red Chrys w/ Tail	10	
3"	Blue Chrys w/ Tail	10	
3"	Silver Chrys w/ Tail	10	
3"	White Twinkling Chrys w/ Tail	10	
3"	Red to Crackling w/ Tail	10	
3"	Chrys to Crackling Rain	10	
3"	Blue to Crackling Rain	10	
3"	Brocade Crown w/ Golden Tail	50	
3"	Titanium Salute w/ Crackling Tail	100	
3"	Red to Silver w/ Silver to Red Pistil	10	
		250	



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Display Grand Finale:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
4"	Silver Glitter to Red	10	18 - 20 Minutes
4"	Silver Glitter to Blue	10	
4"	Ruby Red w/ Twilight Glitter Pistil	10	
4"	Sapphire Blue w/ Midnight Snow Pistil	10	
4"	Silver Strobe Willow	10	
4"	Palm Tree w/ Silver Tail and Red Pistil	10	
4"	Brocade	15	
4"	Weeping Gold	10	
4"	Silver Kamuro w/ Purple Pistil	10	
4"	Ripples to Red, White, Blue w/ Tail	10	
4"	Midnight Snow w/ Red Pistil	10	
4"	Willow to Blue	10	
		125	

Display Grand Finale:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME	
5"	Brocade w/ Red to Crackling Rain Pistil	5	18 - 20 Minutes	
5"	Thousand Thunders (Titanium Salutes)	5		
5"	Brocade w/ Red Pistil	5		
5"	Red Peony w/ Blue & Midnight Snow Double Rin	5		
5"	Aurora Gold	5		
5"	Brocade w/ Red Pistil	10		
5"	Brocade w/ Green Strobe Pistil	5		
5"	Ruby Red w/ Silver Crossette Orchid	5		
5"	Gold Glitter Comets w/ Blue Stars	5		
5"	Sunset Gold	5		
5"	Silver Cracking Crossette	10		
		65		



Fireworks Displays Unlimited, LLC

14240 S.W. 256th St. Princeton, FL 33032

Phone: (813) 625-9300

Email: fireworkdisplaysunlimited@gmail.com

www.firepowerdisplays.com

Display Grand Finale:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
6"	Red Crackling Willow w/ White Strobe Pistil	6	18 - 20 Minutes
6"	Blue Willow w/ Crackling	3	
6"	Silver Brocade Crown to Crackling	3	
6"	Glittering Silver to Blue Chrys w/ Red Pistil	3	
6"	Gold Wave Chrys to Red to Blue w/ Red Pistil	3	
6"	Diadem Chrys w/ Titanium Reports	3	
6"	Brocade Crown	6	
6"	Silver Brocade Crown to Red	3	
6"	Gold Kamuro to Crackling w/ Crackling Pistil	6	
		36	

Display Grand Finale:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
8"	Pixie Dust Willow w/ Red, White, and Blue Flowers	3	18 - 20 Minutes
8"	Gold Glittering Crackling Crossette w/ Tail	2	
10"	Diadem Chrys w/ Titanium Reports	1	
10"	Brocade Crown w/ Red & Blue Double Pistil	1	
10"	Pixie Dust Willow w/ Red, White, and Blue Flowers	1	
		8	



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Display Shell Count:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Assorted Color Display Shells	610	18 - 20 Minutes
4"	Assorted Color Display Shells	361	
5"	Assorted Color Display Shells	257	
6"	Assorted Color Display Shells	183	
8"	Assorted Color Display Shells	19	
10"	Assorted Color Display Shells	10	
		1440	

Fireworks Displays Unlimited, LLC reserves the right to substitute shells of equal or greater value in the event of shortages and/or if the minimum viewing distance listed is less than the minimum standard requirement of the N.F.P.A. codes 1123.2014 and/or 1126.2014 edition. (Minimum viewing distance required 700 Ft.)

2.) Fireworks Displays Unlimited, LLC will provide Transportation and storage:

All transportation to and from the display in approved storage containers. \$5,000,000.00 in Commercial Auto Insurance required by DOT to transport 1.3G display fireworks.

3.) Fireworks Displays Unlimited, LLC will provide Certified crew:

All labor to set up and fire the display, including certified pyrotechnicians to supervise and assist in the entire operation. All operators and assistants will either meet or exceed the minimum required standards of the National Fire Protection Association and comply with all FEDERAL, STATE, and LOCAL laws governing fireworks displays.

4.) Fireworks Displays Unlimited, LLC will provide Firework display liability:

Five million dollars in firework display liability insurance. Sponsor and any other entities will be listed as additional insured under the certificate of insurance. The insurance will be activated at the time of acceptance of this contract and deposit or payment has been made to Fireworks Displays Unlimited, LLC.



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www.firepowerdisplays.com

5.) Fireworks Displays Unlimited company promise: "Exceeding Your Expectations"

Over the past 30 years, Fireworks Displays Unlimited has earned the reputation for reliability, dependability, and top quality in every aspect of the fireworks industry. Each and every display, whether outdoor or indoor, is a unique creation custom tailored for the occasion. There is not one display done twice. Our products may change as manufacturers come and go, but our time-tested commitment to quality and service remains the same.

1.) Sponsor will provide the following:

A 700-foot minimum viewing distance from the discharge site to the public viewing area, along with ample security to maintain the entire display site. We will assist in blocking off the display area with Danger Do Not Enter banner guard. Security must be hired for crowd control before, during, and after the display. City of Madeira Beach is to provide security during display set up and marine patrol to maintain a secure perimeter around the barge in navigable waters. A safety zone distance of 700 Feet is to be maintained between the barge and the closest watercraft Forty-Five minutes before, during and after the display is over. This safety zone shall remain in effect until the discharge area has been cleared and is deemed safe to enter.

2.) Local permits:

Obtaining all permits from the local authorities for fireworks displays. Fireworks Displays Unlimited, LLC will obtain all necessary permits for fireworks displays, provided they are local (within 50 miles). US Coast Guard marine event permit.

3.) Display amount and terms of payment:

A display price in the sum of \$26,000 dollars and 00/100

A deposit of 50% with acceptance of contract in cash or check, and 50% on date of display in cash or check. If payment can be made in full with acceptance of this contract Fireworks Displays Unlimited, LLC will apply an additional 3% of product to the display at no additional cost to the sponsor. Averaged Display Value of \$30,000.00



Fireworks Displays Unlimited, LLC

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4.) Rain date and cancellation clause:

In the event of inclement weather or postponement, there will be a ten-percent charge applied for resetting the display on a different date. The sponsor may postpone the display at his/her discretion, provided that the display is postponed to a date no longer than seven days after the first scheduled date, unless other arrangements have been made between the sponsor and Fireworks Displays Unlimited, LLC. The postponed display must take place at the original display site. If no rain date is set the deposit will be used to cover all reasonable expenses incurred by Fireworks Displays Unlimited, LLC, in preparation for the City of Madeira Beach fireworks display. Any portion of the deposit not used to cover Fireworks Displays Unlimited, LC expenses shall be reimbursed to the City of Madeira Beach within fourteen (14) days of the original display date. Expenses defined as being labor, used material, and transportation in preparation for the fireworks both off and on site.

5.) Inventory confirmation:

Person responsible for inventory confirmation, Shane B. Crawford or his/her appointee.

6.) Hazardous Conditions:

The City of Madeira Beach reserves the right to cancel the fireworks display and/or display contract at any time if the City of Madeira Beach, Pinellas County, or State of Florida determine that the fireworks are unsafe due to drought or other hazardous conditions. If these conditions do arise the City of Madeira Beach will be charged 25% of the display contract in the amount of \$6,500.00 and/or the difference of this amount will be deducted from the deposit and refunded back to The City of Madeira Beach.

7.) Display Site Cleanup: Fireworks Displays Unlimited, LLC will **not** be responsible for display site cleanup or debris removal. Please make arrangements for the cleanup of your display site area and venue after the display is finished and the fireworks staff have deemed the area safe for the cleaning personnel to enter. Fireworks Displays Unlimited, LLC will remove any large debris such as wood, boxes, and foil when the equipment is removed from the display site area.

8.) Barge & Tug:

City of Madeira Beach to provide suitable barge, tug, and loading/unloading access for the display setup and removal. The minimum requirements that must be met are set out as follows: 30' X 90' Steel Barge or larger. Adequate Tug to push the barge to the designated discharge area. Barge to be available by 12:00pm July 2, 2016 for equipment setup. The barge is to be cleared of all unnecessary working equipment. If spuds are to be used to hold the barge in position a forklift is recommended for deployment rather than a crane to save space and be able to utilize the entire barge deck for maximum display performance. Barge deck to be considered safe, solid, and free of any cracks or holes.



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9.) Indemnification:

The parties recognize that Fireworks Displays Unlimited, LLC is an independent contractor. Fireworks Displays Unlimited, LLC agrees to assume liability for and indemnify, hold harmless, and defend the City of Madeira Beach, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Fireworks Displays Unlimited, LLC, its officers, employees, agents, and representatives. Fireworks Displays Unlimited, LLC liability hereunder shall include all attorney's fees and costs incurred by the City of Madeira Beach in the enforcement of this indemnification provision. This includes claims made by the employees of Fireworks Displays Unlimited, LLC against the City of Madeira Beach and Fireworks Displays Unlimited, LLC. hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City of Madeira Beach may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.) Venue and Applicable Law:

This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement shall be exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida, and the United States District Court for the Middle District of Florida, Tampa Division.



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Fireworks Displays Unlimited, LLC reserves the right to terminate the display at any time in the event that person(s) enter the secured danger zone(s) and security is unable or unwilling to enforce the safety regulations, or other conditions (wind or rain) that would pose a safety hazard to any person(s) or property, without any penalty what so ever directed towards Fireworks Displays Unlimited, LLC



2/10/2016
Date
Robert M. Stahl
Director of Operations
Fireworks Displays Unlimited, LLC

 Feb 23, 16

Shane B. Crawford
Date
City Manager
City of Madeira Beach
contingent on board of commissioners approval on March 16, 16

Travis Palladeno, Mayor

Attest:

Approved as to Form:

City Clerk

City Attorney

Contract void if not executed 60 days prior to display date.





MADEIRA BEACH BOARD OF COMMISSIONERS

March 10, 2015 – Agenda Report

FROM: Shane B. Crawford, City Manager

SUBJECT: **AUTHORIZATION OF EXPENDITURES TO CLARK SALES DISPLAY, INC. IN THE AMOUNT OF \$30,670 FOR HOLIDAY DECORATIONS**

BACKGROUND: An annual expense.

Staff will pick out the most advantageous decorations that will be available when contacted by the vendor. Please remember, Gulf Boulevard will be under construction due to the resurfacing and undergrounding possibly so it may have some snags but they can be handled administratively.

BUDGETARY
IMPACT: Budgeted item

RECOMMENDED
BY STAFF: The City Manager recommends approval of the authorization of expenditures for the holiday decorations.

ATTACHMENT(S): Clark Sales Display, Inc. Proposal dates February 24, 2016
Email Exchange for Proposal

RECEIVED: Agenda Report as submitted
to the City Clerk from the City Manager
on 03/10/2016.

Agenda Item: G-2.

CLARK SALES DISPLAY, INC.

"THE CHRISTMAS PEOPLE"

POST OFFICE BOX 1007

TAVARES, FLORIDA 32778

1-800-962-7937 / 352-343-5899 / FAX: 352-343-0194

WWW.CLARKSCHRISTMAS.COM

PROPOSAL

SALES ~ LEASE ~ INSTALLATION



MADEIRA BEACH, CITY OF

RECEIVED: Proposal and email exchange as submitted by the City Clerk on 02/29/2016.

JOB NAME / LOCATION

SHANE CRAWFORD
MADEIRA BEACH, CITY OF
300 MUNICIPAL DRIVE
MADERIA BEACH, FL 33708
Phone: 727-391-1611
Fax: 727-319-2814

Date 2/24/2016

Questions? Please call Lee C. Clark Quote Expires on: 3/5/2016

Quote Number: 160039 MADEIRA BEACH 2016

Qty	REF.	Description	Price	Extend
1	1 YEAR	THE LEASE, INSTALLATION, REMOVAL, AND STORAGE OF THE FOLLOWING HOLIDAY DECORATIONS FOR 2016 / PIGGY BACK ON ST PETERBURG BPA 170977		
125	LIGHT POLES	LIGHT POLES TO BE DECORATED AS FOLLOWS: MADEIRA WAY: (10) : P705 TRIPLE CANDLE SCROLL 150TH AVE: (30) 15- P390 CASCADE WREATHS / 15-P 701 PACKAGE CASCADE GULF BLVD: (85) 43- 8' STAR SPRAYS / 42 - 8' P626 LEAPING DEER (ALL SILHOUETTE DISPLAYS ARE EQUIPPED WITH NEW ENERGY SAVINGS LED LIGHTS)	\$145.00	\$18,125.00
125	POLE TRIM	50' GARLAND POLE TRIM TO ACCENTUATE POLE MOUNT DISPLAYS ALTERNATING BETWEEN RED & GREEN, STANDARD POLE WRAPS START AT THE BOTTOM OF DECORATION BRACKET WILL BE SPIRALED DOWN POLE FOR A UNIFORM LOOK, WRAPS WILL BE AT LEAST 8' ABOVE GROUND LEVEL *** CITY HAS OPTION TO CHANGE DISPLAY IF DONE PRIOR TO JUNE 1ST OF EACH HOLIDAY SEASON *** CLARK SALES INVENTORY INCLUDES A COMBINATION OF 7' TO 8' HOLIDAY DISPLAYS, WHICH CAN INCLUDE, STOCKINGS, SOLDIERS, 4'-5' WREATHS, CANDLES, AND A VARIETY OF TREES. SUBJECT TO AVAILABILTY PLEASE SEE ATTACHED LIST OF OPTIONS *** CITY OFFICIAL TO MEET WITH INSTALLATION CREW TO APPROVE THE HEIGHT OF POLE WRAPS ON THE FIRST FEW DECORATONS INSTALLED *** CONTACT CITY CLERK; AIMEE SERVEDIO 727-391-9951 EXT 231 CITY MANAGER; SHANE CRAWFORD 727 391 9951 EXT 228	\$60.00	\$7,500.00
1	25 TREE	25' NATURAL BRANCH GARLAND TREE WITH STAR AND OVER 700 MULTI COLORED LED LIGHTS BASE SIZE IS 8' IN DIAMETER TREE WILL BE DECORATED WITH LARGE METALLIC SILVER, RED, GREEN AND/OR GOLD DECORATIVE ORNAMENTS 4" - 9" IN SIZE 220+ TOTAL. *TREE TO BE INSTALLED CITY CENTRE PARK	\$3,600.00	\$3,600.00
17	POLE TRIM	**JOHNS PASS ** 50 FEET OF GREEN & RED 9" PVC/MET GARLAND TO BE	\$85.00	\$1,445.00

Qty	REF.	Description	Price	Extend
1	INFO	WRAPPED ON THE TRUNKS OF THE MAJEWEL PALM TREES. IN JOHNS PASS VILLAGE ** WRAPS TO GO TO GROUND LEVEL AS DONE IN 2012 ** DECORATIONS WILL BE INSTALLED IN NOVEMBER AFTER THE 13TH AND BEFORE THANKSGIVING, AND REMOVED TO OUR STORAGE FACILITY IN JANUARY. WE DON'T DO MID SEASON SERVICE UNLESS DANGEROUS CONDITIONS APPLY AND THEY WILL BE CORRECTED AS SOON AS POSSIBLE. WE ARE IN THE DISPLAY BUSINESS ONLY, AND DO NOT DO ANY ELECTRICAL WORK OTHER THAN PLUGGING INTO EXISTING OUTLETS, THIS INCLUDES RESETTING GFCI BREAKERS..	\$0.00	
1	PAYMENT	PAYMENT TO BE MADE AS FOLLOWS: ALL LEASE CONTRACTS ARE BILLED IN OCTOBER OF EACH YEAR; NET 14 DAYS	\$0.00	
			TAX	
			TOTAL ANNUAL LEASE	\$30,670.00

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is acknowledged and agreed that by signing this proposal a contract will thereafter exist between the parties the terms of which contract will be those described in this proposal

Signature: _____

Signature: _____

Name: _____ Title: _____

Date of Acceptance: _____

ALL MATERIALS IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

Marshall-Barley, Sea

To: Servedio, Aimee
Subject: RE: RESPONSE REQUESTED: Lighting Services, Holiday Displays, BPA No. 170977

From: Servedio, Aimee
Sent: Thursday, March 10, 2016 11:14 AM
To: Marshall-Barley, Sea <smarshall@madeirabeachfl.gov>
Subject: FW: RESPONSE REQUESTED: Lighting Services, Holiday Displays, BPA No. 170977

From: Lee Clark [<mailto:lee@clarkschristmas.com>]
Sent: Wednesday, February 24, 2016 2:55 PM
To: Servedio, Aimee <aservedio@madeirabeachfl.gov>
Subject: FW: RESPONSE REQUESTED: Lighting Services, Holiday Displays, BPA No. 170977

Aimee,

Here is the email showing St Pete will be renewing their Blanket Purchase Agreement once it expires in August, I have also attached the updated proposal as we have done in prior years, knowing that some of the pole counts will change. Ideally we will need to know the totals sometime in August or September at the latest, but your unit pricing remains the same.

If you should have any questions please feel free to contact me. If everything looks good you can sign and email back for our records.

Regards,
Lee C. Clark

Please visit our new website:
www.ClarksChristmas.com

Clark Sales Display, Inc.
PO Box 1007
Tavares, FL 32778
352 343 5899
Fax 352 343 0194

From: Douglas Hanks [<mailto:Douglas.Hanks@stpete.org>]
Sent: Monday, February 01, 2016 2:57 PM
To: Lee Clark; clarksxmas@aol.com
Cc: Michael A. Vineyard
Subject: RE: RESPONSE REQUESTED: Lighting Services, Holiday Displays, BPA No. 170977

Mr. Clark,

Thank you for the quick reply. Your current agreement with the City doesn't expire until August, but we will have on file all we need to renew for another year. As we get closer to August, you'll be updated of any clerical changes (if any) to the agreement.

In the meantime, please feel free to contact me if any questions should arise. I am looking forward to working with you.

Regards,

Douglas Hanks
Procurement Analyst, Procurement & Supply Management
City of St. Petersburg
(727)551-3186
Douglas.Hanks@stpete.org

Please note all emails are subject to public records law.

From: Lee Clark [<mailto:lee@clarkschristmas.com>]
Sent: Monday, February 01, 2016 10:57 AM
To: Douglas Hanks <Douglas.Hanks@stpete.org>; clarksxmas@aol.com
Subject: RE: RESPONSE REQUESTED: Lighting Services, Holiday Displays, BPA No. 170977

Douglas,
We will accept the renewal request for the BPA no 170977.
Please send any new paper work that will need to be signed.

Regards,
Lee C. Clark

Please visit our new website:
www.ClarksChristmas.com

Clark Sales Display, Inc.
PO Box 1007
Tavares, FL 32778
352 343 5899
Fax 352 343 0194

From: Douglas Hanks [<mailto:Douglas.Hanks@stpete.org>]
Sent: Monday, February 01, 2016 10:12 AM
To: Lee Clark; clarksxmas@aol.com
Subject: RESPONSE REQUESTED: Lighting Services, Holiday Displays, BPA No. 170977

Mr. Lee Clark
Clark Sales Display Inc.

Based on the feedback received from user department(s), the City of St. Petersburg is considering renewal of the above referenced blanket purchase agreement for Lighting Services, Holiday Displays. If approved, the renewal would extend this agreement for one year through July 31, 2017, in accordance with the same prices, terms and conditions of Blanket Purchase Agreement No. 170977.

Please acknowledge this renewal request with your response via e-mail no later than **2:00 p.m., Friday February 26th, 2016.**

Regards,

Douglas Hanks
Procurement Analyst, Procurement & Supply Management
City of St. Petersburg
(727)551-3186
Douglas.Hanks@stpete.org

Please note all emails are subject to public records law.

[Your Sunshine City](#)



MADEIRA BEACH BOARD OF COMMISSIONERS

March 8, 2016 – Agenda Report

FROM: Vincent M. Tenaglia, Assistant City Manager

SUBJECT: **AUTHORIZATION OF GOVERNMENTAL MONEY PURCHASE PLAN AND TRUST ADOPTION AGREEMENT WITH ICMA RETIREMENT CORPORATION**

BACKGROUND: The City's retirement plan administrator, ICMA Retirement Corporation (ICMA-RC), has traditionally utilized a "negative election plan" adoption process meaning employers had only to select those provisions of the retirement plan that did *not* apply to their particular benefit structure. Effective April 30, 2016, the Internal Revenue Service (IRS) is instead requiring that entities utilizing the negative election method execute a new, comprehensive adoption agreement. As such, management is requesting authorization to formally re-adopt the current retirement agreement with ICMA-RC. Below is a summary of the two plans maintained by the City:

	Plan No. 109466	Plan No. 107137
Eligibility:	City Manager	Full-time, non-unionized employees*
Employer contribution rate:	12%	9%
Employee contribution rate:	0%	0%
Vesting method:	Immediate	Cliff
Vesting requirement:	N/A	5 years
Retirement age:	62	65

*Effective April 1, 2016 the Board of Commissioners will be removed from Plan No. 107137 per the FY 2016 adopted budget, which provided pay raises in lieu of retirement contributions.

BUDGETARY IMPACT: N/A

RECOMMENDED BY STAFF: Due to the exigency of the IRS deadline, Finance recommends approval to re-adopt the current retirement agreement with no changes. However, Finance staff recommends scheduling a comprehensive evaluation of the current benefit structure at a future workshop.

ATTACHMENT(S): N/A

RECEIVED: As submitted to the City Clerk from the Assistant City Manager on 03/10/2016



MADEIRA BEACH BOARD OF COMMISSIONERS

March 8, 2016 – Agenda Report

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

SUBJECT: **ORDINANCE 2015-18: REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 555 150TH AVENUE and 565 150TH AVENUE, FROM MARINE COMMERCIAL (C-4) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.**

BACKGROUND:	Property Owner: C&T Enterprises, Inc. 900 4 th Street North Suite 200 St. Petersburg, Florida 33702	Applicant: C&T Enterprises, Inc. 900 4 th Street North Suite 200 St. Petersburg, Florida 33702
	MHH Enterprises, Inc. 150 153 rd Avenue Suite 203 Madeira Beach, Florida 33708	MHH Enterprises, Inc. 150 153 rd Avenue Suite 203 Madeira Beach, Florida 33708

Property Address:
555 and 565 150th 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*

Site Area:
4.59 acres

**Submerged land lease; not being rezoned*

Land Use Designation/Current Zoning: Planned Redevelopment Mixed Use/C-4 (Marine Commercial)

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 272 temporary lodging units (hotel/condominium-hotel units); 68 condominium units; 18,000 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, three-level parking deck; and an expanded marina. Proposed building heights for the project are up to 93 feet.

RECEIVED: As submitted to the City Clerk from Luis Serna, the Planning Consultant on 03/08/2016.

The project will feature vehicular access improvements to 150th Avenue as well as enhanced pedestrian connections along the front of the property and across the Tom Stuart Causeway to the City Causeway Park site. The vehicular access improvements involve changing the existing northern driveway into right-in/right-out only ingress and egress, moving the driveway that is in front of the City Marina to the south, increasing the stacking distance for vehicles turning left into the southern driveway from 150th avenue, and adding an acceleration lane out of the southern driveway. 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.

Planning Commission Recommendation: The request to rezone the Holiday Isle Marina property, located at 555 and 565 150th Avenue, from C-4 (Marine Commercial) to PD (Planned Development), and the corresponding Development Agreement required to implement the Planned Development/Site Plan, were reviewed by the Planning Commission on January 11, 2016 and February 8, 2016. At the February 8th hearing, the Planning Commission voted to recommend approval of the proposed rezoning the subject property from C-4 to PD subject to the provisions contained in the development agreement and its subsequent approval by the Board of Commissioners.

**BUDGETARY
IMPACT:**

N/A

REVIEW CRITERIA:

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.

I. In accordance with Section 110-393 of the Code of Ordinances, in their analysis of the rezoning application and the proposed development plan, and prior to official action, the Board of Commissioners shall consider the recommendation

of the Planning Commission/Local Planning Agency and ensure the rezoning application is in conformance with the criteria of Section 110-391. These criteria and the findings of staff are as follows:

- (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 (FAR) of 4.0 and a maximum Impervious Surface Area (ISR) ratio of 0.95.

The project proposes a residential density of 15 units per acre and a temporary lodging density of 59 hotel rooms per acre. The proposed FAR is 2.74 and the proposed ISR is 0.67. The proposed density and intensity are consistent with the standards of the Comprehensive Plan.

The proposed Planned Development has been determined to be consistent with the Future Land Use district and the SAP objectives and standards.

- (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 are in an area that includes other residential, water based commercial, and tourism related commercial uses. The proposed mixed-use 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.

II. The Board of Commissioners shall additionally 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.

The subject parcels are surrounded on three sides by water and are in an area that includes other residential, water based commercial, and tourism related commercial uses. The project is immediately adjacent to and is compatible with the City of Madeira Beach Marina. It is also directly across the street from the City Causeway Park site. The uses proposed for this site have been situated in a manner that takes advantage of the site's access to the water.

The proposed development will be consistent with the existing and planned developments for the area. Although the concept plan is larger in scale and height than other uses in the area, there are no residential uses immediately adjacent to the property. The nearest residential property is located approximately 500 feet south of the site and is separated by water and the City Marina property.

(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.

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 proposed mixed use project is expected to promote the vitality of the Town Center by providing temporary and permanent dwelling units and supporting activities

for residents and tourists. The project will also provide a safe pedestrian access to the other side of 150th Avenue which is a problem identified in the Town Center Plan.

In addition, the development is consistent with the following policies of the Comprehensive Plan:

Policy 1.5.5:

Promote pedestrian-oriented areas within concentrated development and activity areas.

Policy 1.5.6:

Reduce conflicts between traffic movement and Intracoastal Waterway bridge openings.

Policy 1.5.7:

Minimize existing and potential traffic hazards by coordinating land use and traffic circulation decisions.

Policy 1.9.1:

Redevelopment shall be encouraged in the following areas:

- The area of 137th Avenue Circle, east of Gulf Boulevard.
- The Madeira Way Redevelopment Area, the area formed by Gulf Boulevard, 153rd Avenue, Madeira Way, and 150th Avenue to the Tom Stuart Causeway Bridge.

Policy 1.10.1:

The city entranceway areas shall reflect the beach community character of the community, water-related activities, and include mixed uses.

- (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 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.**

The conceptual plan and the associated development agreement includes 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. In addition, the development agreement requires the developer or his successor to design, construct, and maintain until accepted by the City all public infrastructure facilities and lands necessary to serve the project. All future development will be subject to the concurrency provisions of the Code of Ordinances.

- (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.**

The conceptual plan proposes a five-foot wide sidewalk within and along the 150th Avenue right-of-way.

- (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.**

The applicant has submitted a concept plan that identifies minimum development standards and conceptual phasing for the project. Additionally, the development agreement includes the condition requiring final approval of a phasing plan showing that each phase meets the minimum parking requirement, ISR, and FAR as provided by Code.

- (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.**

The conceptual plan has been reviewed for consistency with the development standards of the Code of Ordinances. Any subsequent development on the property will be reviewed for consistency with the conceptual plan as well as in greater detail for consistency with the development standards of the Code of Ordinances. These reviews will ensure that development will equal or will exceed the level of design and 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.**

The conceptual plan of development provides architectural and landscaping standards that generally exceed the minimum standards required under conventional zoning districts.

- (8) Open space shall be adequate for the type of development and the population density of the proposed development.**

Open space, as expressed through Floor Area Ratio (FAR) and Impervious Surface Area Ratio (ISR) exceed the minimum standards of the Future Land Use category.

- (9) Outdoor storage of merchandise or materials shall be prohibited.**

No outdoor storage of merchandise or materials is proposed.

- (10) Areas proposed for common ownership shall be subject to a reliable and continuing maintenance guarantee.**

The development will require the establishment of an entity or entities that will be responsible for maintenance of the project that will be under common ownership.

- (11) All existing nonconforming signs or sign structures shall be removed.**

All nonconforming signs or sign structures will be removed as a part of the redevelopment of the site.

- (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.

The applicant has submitted a concept plan that identifies minimum development standards and conceptual phasing for the project. Additionally, the development agreement includes the condition requiring final approval of a phasing plan showing that each phase meets the minimum parking requirement, ISR, and FAR as provided by Code.

III. 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.**

The conceptual plans include architectural renderings that show the front, side, and rear views of the development. These plans show that the development has been designed with consideration of the high visibility of the site along all four sides.

- (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.**

The conceptual plans identify pedestrian access within the project as well as along the street and water frontages. Additionally, enhanced pedestrian access to the other side of 150th Avenue is required by the development agreement to be completed prior to the issuance of the first Certificate of Occupancy.

- (3) Individual buildings shall be related to each other in design, mass, materials, placement and connections to provide a visually and physically integrated development.**

The conceptual plan proposes common architectural themes and elements. Common amenities such as landscaping, parking, and pedestrian ways help integrate the individual buildings and uses.

- (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.**

Conceptual landscaping plans have been submitted that unite the various buildings and uses in the project.

- (5) The project's scale, and the size, color and proportion of building elements, components and materials are appropriate and harmonious with surrounding neighborhood structures.**

The maximum building heights and scale of development as proposed in the concept plans are larger than any existing development on the surrounding properties. However, the site is surrounded on three sides by water, and nearby uses include the City Marina and City Park sites. The scale of the proposed development is similar in scale to development that could occur in this area under the Town Center Special Area plan.

- (6) All mechanical equipment, electrical equipment, roof top equipment, and refuse areas associated with this project shall be screened.**

Development of the site will be subject to review for consistency with the conceptual plans. The conceptual plans propose landscaping and other screening of mechanical, electrical, and roof top equipment, and refuse areas.

- (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.

The conceptual plans are consistent with these standards.

- (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.**

The concept plans include views of the site from the public right-of-way and from the water. The project site is at a lower elevation than the bridge along 150th Avenue, helping maintain views of the water from vehicles traveling into the City. The project also represents redevelopment of a site that is primarily used for parking and storage of vehicles and boats.

- (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.**

Landscaping plans for the project are conceptual. Final site plans required by the development agreement will be reviewed for consistency with these conceptual plans as well as the required detailed landscaping standards.

- (10) Signage and other building appurtenances are integral components of the building, appropriately scaled, and consistent in character with the building's overall design.**

Signage and other building appurtenances, as identified on the concept plans, are integral components of the building, appropriately scaled, and consistent with the buildings' 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.**

Final site plans for this project will be reviewed for consistency with this requirement.

RECOMMENDATION: Staff recommends approval of the first reading of Ordinance 2015-18.

ATTACHMENT(S):

1. Ordinance 2015-18
2. Zoning and Future Land Use Maps
3. Town Center Character Districts Map
4. Site Aerial
5. Flood Zone Map
6. C-4 and PD zoning regulations
7. Town Center Special Area Plan – Causeway District standards
8. Application package
9. Pinellas County Property Appraiser's Database Information
10. Notification
11. Public Comments

ORDINANCE 2015-18

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

WHEREAS, the applicant has requested that said property be rezoned to become a Planned Development (PD) District; and

WHEREAS, The City of Madeira Beach Comprehensive Plan has been amended to establish the need and basis to further the tourism industry and provide additional flexibility for other types of land use; and the PD District is intended to accommodate integrated and well-designed developments in accordance with approved development plans; and

WHEREAS, the PD District is also intended to offer flexibility of design and to encourage imaginative, functional, high-quality land planning development for mixed uses and multiple buildings, which is compatible with adjacent and nearby lands and activities; and

WHEREAS, the land proposed for development under the PD District may contain a mixture of residential, commercial, temporary lodging, recreational and other uses, as permitted by the land use designation on the site; and

WHEREAS, the property owners of the subject property are currently under two related ownerships. Parcels 09-31-15-00000-140-0100 and 09-31-15-00000-140-0120 are owned by MHH Enterprises, Inc. and Parcel 09-31-15-00000-110-0100 is owned by C&T Enterprises, Incorporated. Additionally the property has two leases for submerged lands adjacent to the property. These submerged land parcels are identified as: Parcel #'s 09-31-15-00000-140-0110 and 09-31-15-00000-110-0200

WHEREAS, the property owners of Parcel I.D. # 09-31-15-00000-140-0120 and 09-31-15-00000-110-0100 have applied for a change in zoning from C-4, Marine Commercial, to PD, Planned Development; and

WHEREAS, the Planning Commission serving as the Local Planning Agency of the City of Madeira Beach has duly considered the type of zoning on said real property, and has recommended that the zoning request be granted; and

WHEREAS, the Board of Commissioners has reviewed this rezoning request and finds that a rezoning of the subject property from C-4, Marine Commercial, to PD, Planned Development through an approved Development Agreement is consistent with the Comprehensive Plan, the Town Center Special Area Plan and is

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

SECTION 1. That the following described properties be rezoned from C-4, Marine Commercial, to PD, Planned Development, and that any subsequent development of the following described properties development be regulated through the Development Agreement process:

Parcel 09-31-15-00000-140-0100

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

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

Parcel 09-31-15-00000-140-0110

Parcel 09-31-15-00000-110-0200

SECTION 2. That the provisions of this Ordinance shall be deemed severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the Ordinance.

SECTION 3. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same affect this Ordinance.

SECTION 4. That this Ordinance shall be in full force and effect upon adoption in the manner provided by law, and concurrent with an approved Development Agreement.

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PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF MADEIRA BEACH, FLORIDA, this _____ day of _____, 2016.

APPROVED AS TO FORM:

Thomas Trask, B.C.S., CITY ATTORNEY

Travis Palladeno, MAYOR

ATTEST:

Aimee Servedio, CITY CLERK

PUBLISHED:	<u>12/04/2015</u>
PLANNING COMMISSION FIRST READING (CANCELLED)	<u>12/21/2015</u>
PUBLISHED:	<u>12/29/2015</u>
PLANNING COMMISSION FIRST READING:	<u>01/11/2016</u>
PLANNING COMMISSION RECOMMENDATION:	<u>02/08/2016</u>
PUBLISHED:	<u>02/26/2016</u>
PASSED ON BOC FIRST READING:	_____
PASSED ON BOC SECOND READING:	_____

LEGAL NOTICE

**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 on the **Development Agreement for Holiday Isle Marina**, in Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Monday, December 21, 2015 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 December 22, 2015 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 for Holiday Isle Marina**, and **Ordinance 2015-18**, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, January 12, 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 Holiday Isles Resort located at 555 150th Avenue and 565 150th 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 150th AVENUE AND 565 150th 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 682, 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.

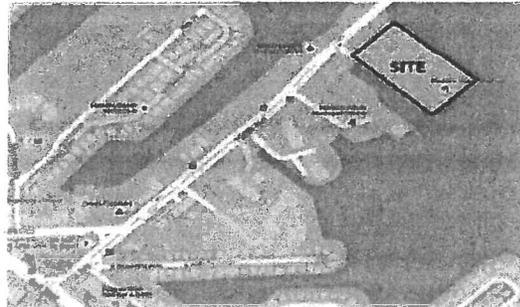
PARCEL II: A PARCEL OF LAND SITUATED, LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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 682, 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

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 continuance of the local planning agency consideration of the Development Agreement for Holiday Isles Resort 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 for Holiday Isles Resort., 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 Holiday Isles Resort located at 555 150th Avenue and 565 150th 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 150th AVENUE AND 565 150TH 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.

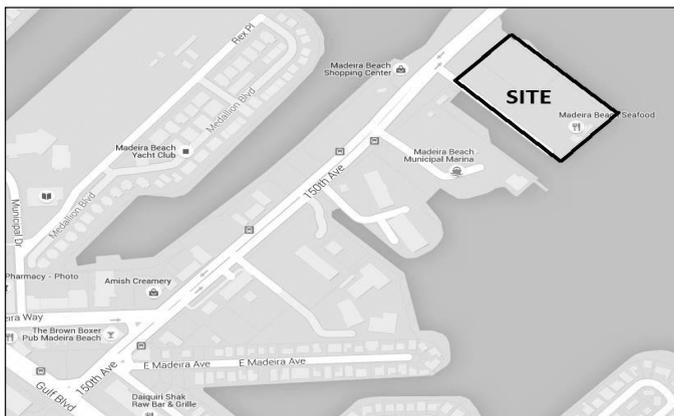
PARCEL II: A PARCEL OF LAND SITUATED, LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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
12/29/15

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

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 **Wednesday March 16, 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 for Holiday Isle Marina., and Ordinance 2015-18**, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, April 12th, 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 Holiday Isles Resort located at 555 150th Avenue and 565 150th 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 150TH AVENUE AND 565 150TH 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.

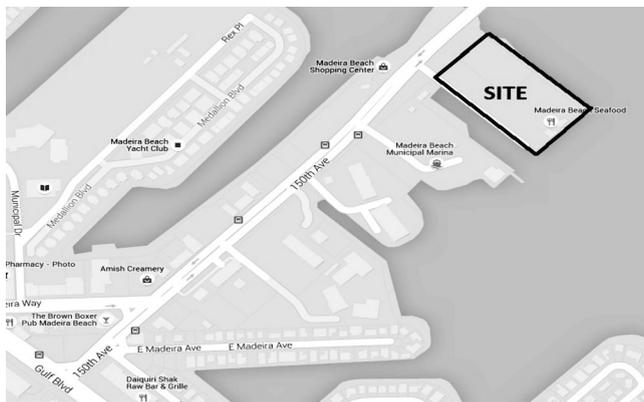
PARCEL II: A PARCEL OF LAND SITUATED, LYING AND BEING IN SECTIONS 9 AND 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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.

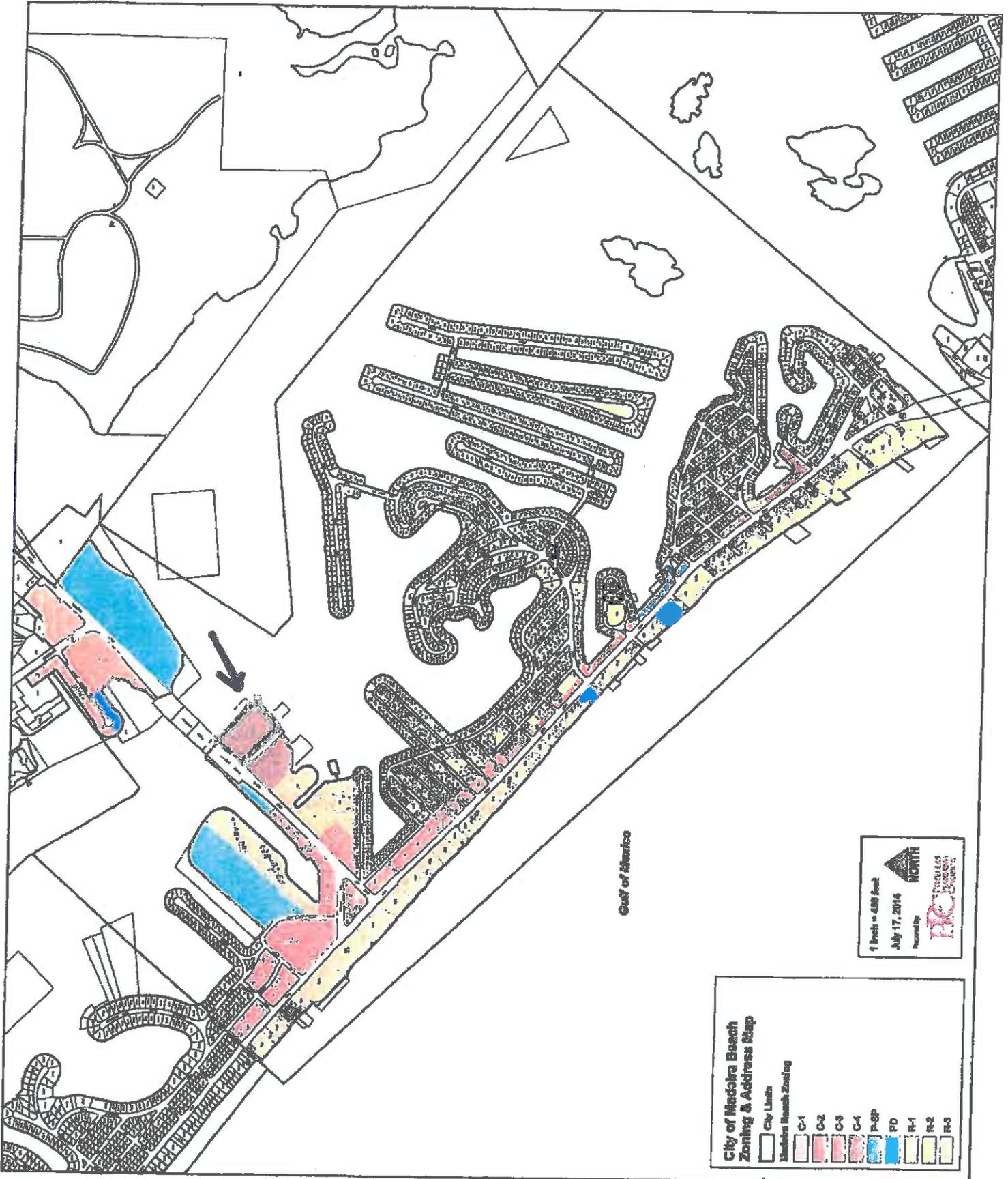
All persons are hereby advised that any presentation they make to the Planning Commission or the Board of Commissioners will be encouraged to be as concise as possible and the Planning Commission and/or Board of Commissioners may limit the time of each individual to permit maximum participation by the 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

RECEIVED
03/09/16

As submitted to the
City Clerk from Luis
Serna, AICP Planning &
Zoning

ZONING AND FUTURE LAND USE MAPS



Gulf of Mexico

9 sheets = 488 sheets
 July 17, 2014
 Prepared by


**City of Mazatlan Beach
 Zoning & Address Map**

	City Limits
	Mazatlan Beach Zoning
	C-1
	C-2
	C-3
	C-4
	P-SP
	PD
	R-1
	R-2
	R-3

TOWN CENTER CHARACTER DISTRICTS MAP

SITE AERIAL



FLOOD ZONE MAP



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
PINELLAS COUNTY,
FLORIDA
AND INCORPORATED AREAS

PANEL 191 OF 227
SEE MAP INDEX FOR PANELS NOT PRINTED

COMMUNITY **REGULATED AREAS** **RECORD**
INDICATE SPECIAL CITY OF WATER 1
PINELLAS COUNTY WIND 2
APPROXIMATE LOCATION OF WIND 3
TERRITORY SHOWN, CITY OF WIND 4
 WIND 5
 WIND 6

Make a note of the map number, which may be used to obtain information on the National Flood Insurance Program. For the latest flood information, contact the Federal Emergency Management Agency.

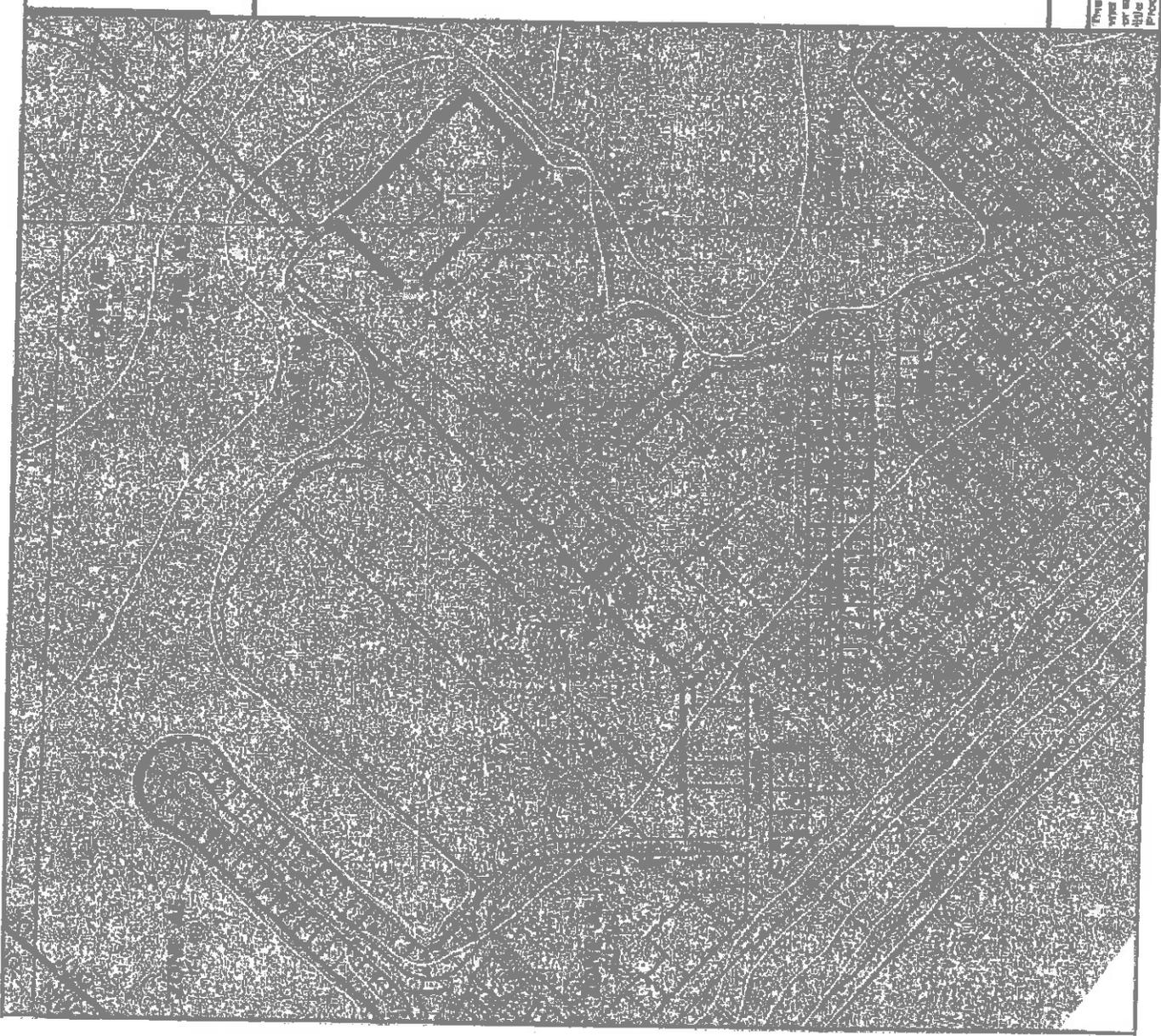
MAP NUMBER
12000000191

EFFECTIVE DATE:
SEPTEMBER 3, 2009



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRM On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest flood information, contact the National Flood Insurance Program, Flood Insurance Study, the FEMA Flood Map Store at www.fema.gov.



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.

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)

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

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)

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)

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.

- (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



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 150th Avenue
- Require pedestrian easement from 1st Street East to Municipal Drive for the triangle of properties in the parking waiver area bounded by Madeira Way, Gulf Boulevard, and 150th 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



Beachfront District

- View from Madeira Way to the beach should be improved
- View southeast from 150th 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

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 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, (SSL 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 (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: 9800 4th St N Ste 400, Madeira Beach FL 33702, MHH: 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

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 [Signature] Typed or Print Name & Title _____

STATE OF Florida COUNTY OF Palm Beach

The foregoing application as acknowledged before me this 4th day of September 2015 by James Holton

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

[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)



[Signature]
Signature of Notary Public, State of Florida

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: _____

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

James Holton 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: 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.



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 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.

PINELLAS COUNTY PROPERTY APPRAISER'S DATABASE INFORMATION

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 Change Mailing Address	Site Address
C & T ENTERPRISES INC 9800 4TH ST N STE 200 MADEIRA BEACH FL 33702-2462	565 150TH AVE MADEIRA BEACH

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

Living Units:

[\[click here to hide\]](#) 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 350FT TH S44DW 175FT TH N46DW 350FT TO POB CONT 1.21AC(C)

File for Homestead Exemption			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	Sales Comparison	Census Tract	Evacuation Zone <small>(NOT the same as a FEMA Flood Zone)</small>	Plot Book/Page
083B3/0445		121030278012	A	

2015 Interior 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	\$620,242

[\[click here to hide\]](#) 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	\$674,815	\$620,242	\$620,242	\$674,815	\$620,242
2014	No	\$630,462	\$563,856	\$563,856	\$630,462	\$563,856
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 Mails 2015 Tax Bills October 31

2015 Final Millage Rate

2015 Est Taxes w/o Cap or Exemptions

Tax District: **MB**

18.2169

\$12,293.04

A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. [Click here for more information.](#)

Ranked Sales (Whatan, Ranked Sales?) [See all transactions](#)

Sale Date Book/Page Price [Q/U](#) [Y/I](#)

No recent sales on record

2015 Land Information

Seawall: No

Frontage: None

View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Vacant Commercial (10)	175x300	15.00	52500.0000	1.0000	\$787,500	SF

Property Appraiser General Information

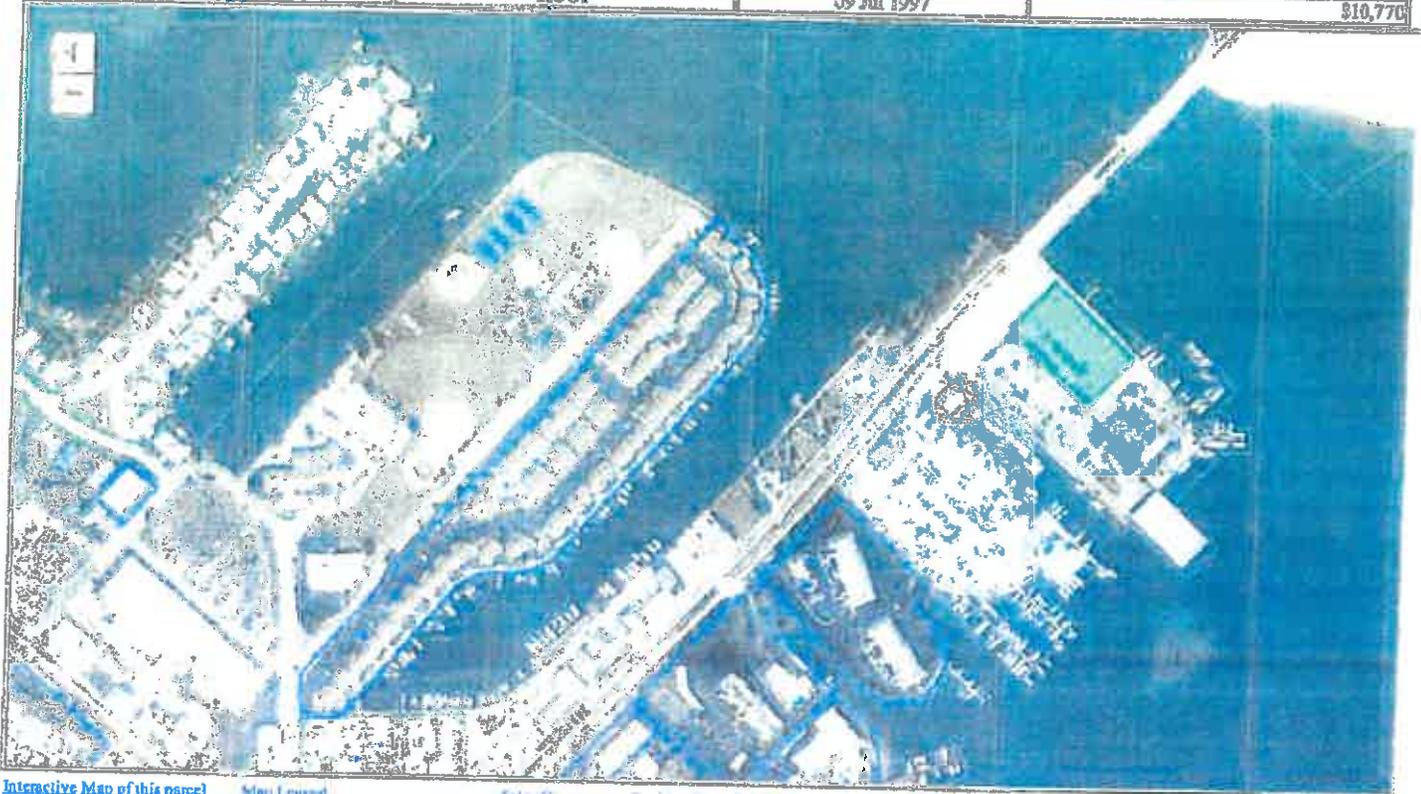
[click here to hide] 2015 Extra Features

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	12,690.00	\$0.00	\$0.00	1963

[click here to hide] Permit Data

Permit Efforts Code is received from the County and GIS. This does not include all permits. This does not include field notes. For example for water meter replacement permits. We are required to do all improvements, which may include upgrading of electrical. Any questions regarding permits, or the status of any particular improvements, should be directed to the planning office to which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
201403276	SPECIAL USE	24 Apr 2014	\$6,000
201010147	SPECIAL USE	19 May 2010	\$5,000
CD3299303	DOCK	19 May 2003	\$0
97878	PATIO/DECK	10 Feb 1998	\$4,111
97409	ROOF	09 Jul 1997	\$10,770



[Interactive Map of this parcel](#)
 [Show Legend](#)
 [Sales Data](#)
 [Back to Search Results](#)
 [New Search](#)
 [Tax Collector Home Page](#)
 [Contact Us](#)

[Interactive Map of this parcel](#)

[Sales Owner](#)

[Back to Owner Results](#)

[View Details](#)

[Tax Collector Home Page](#)

[Contact Us](#)

WM

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

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



Property Use: 9500 (Submerged Land - river, lake)

Living Units:

[click here to hide] Legal Description
 TIF SLL #521729203 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 121.8FT FOR POB TH N43D51'28"E 88 FT TH S46D08'32"E 50FT TH S43D51'28"W 39FT TH S46D08'32"E 151FT TH S43D51'28"W 30FT TH S43D51'28"W 30FT TH N46D08'32"W 156FT TH S43D51'28"W 19FT TH N46D08'32"W 45FT TO POB

[File for Homestead Exemption](#)

Exemption	2015	2016	2015 Parcel Use
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	

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

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as FEMA Flood Zone)	First Book/Page
07713/0772		121030278012	A	

2015 Interim Value Information

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	\$170	\$170	\$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	\$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	\$17,000	\$17,000	\$0	\$0	\$0
2010	No	\$17,765	\$17,765	\$16,800	\$16,800	\$16,800
2009	No	\$18,530	\$18,530	\$17,565	\$17,565	\$17,565
2008	No	\$18,700	\$18,700	\$18,330	\$18,330	\$18,330
2007	No	\$20,100	\$20,100	\$18,500	\$18,500	\$18,500
2006	No	\$17,300	\$17,300	\$19,900	N/A	\$19,900
2005	No	\$13,500	\$13,500	\$17,100	N/A	\$17,100
2004	No	\$14,000	\$14,000	\$13,300	N/A	\$13,300
2003	No	\$5,100	\$5,100	\$13,800	N/A	\$13,800
2002	No	\$5,100	\$5,100	\$4,900	N/A	\$4,900
2001	No	\$12,400	\$12,400	\$4,900	N/A	\$4,900
2000	No	\$12,400	\$12,400	\$4,900	N/A	\$4,900
1999	No	\$12,400	\$12,400	\$4,900	N/A	\$4,900
1998	No	\$13,300	\$13,300	\$4,900	N/A	\$4,900
1997	No	\$19,100	\$19,100	\$5,800	N/A	\$5,800
1996	No	\$19,100	\$19,100	\$11,600	N/A	\$11,600

2015 Tax Information

[Click Here for 2015 Tax Bill](#)

Tax Collector Mails 2015 Tax Bills October 31

2015 Final Millage Rate	Tax District: MB	18.2169
2015 Est Taxes w/o Cap or Exemptions		\$3.10

A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. [Click here for more information.](#)

Ranked Sales [\(What are Ranked Sales?\)](#) [See all transactions](#)

Sale Date	Book/Page	Price	Q/A	V/I
No recent sales on record				

2015 Land Information

Seawall: No

Frontage: None

View:

[Interactive Map of this parcel](#)

[Sales Query](#)

[View to Query Results](#)

[Site Search](#)

[Tax Collector Home Page](#)

[Contact Us](#)

WM

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 Change Mailing Address	Site Address
M H H ENTERPRISES INC 150 153RD AVE STE 203 MADEIRA BEACH FL 33708-1856	0 150TH AVE MADEIRA 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 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)

[File for Homestead Exemption](#)

2015 Parcel Use

Exemption	2015	2016
Homestead:	No	No
Government:	No	No
Institutional:	No	No
Historic:	No	No

Homestead Use Percentage: 0.00%
Non-Homestead Use Percentage: 100.00%
Classified Agricultural: No

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

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone	Plat Book/Page
06670/1371	Sales Query	121030278012	A	

2015 Interior 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	\$1,418,300

[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	\$1,418,300	\$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	\$2,650,700	\$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	\$1,273,700	\$1,273,700	\$1,273,700	N/A	\$1,273,700
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	\$1,230,800	\$1,230,800	\$1,230,800	N/A	\$1,230,800
1998	No	\$1,230,600	\$1,230,600	\$1,230,600	N/A	\$1,230,600
1997	No	\$1,230,000	\$1,230,000	\$1,230,000	N/A	\$1,230,000
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](#)

Tax Collector Mails 2015 Tax Bills October 31

2015 Final Millage Rate

2015 Est Taxes w/o Cap or Exemptions

A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. [Click here for more information.](#)

Tax District: MB

18.2169

\$25,837.03

Ranked Sales

Sale Date

Book/Page

Price

[See all transactions](#)

O/U

Y/N

No recent sales on record

2015 Land Information

Frontage: None

Seawall: No

Land Use

Land Size

Unit Value

Units

Total Adjustments

View:

Adjusted Value

Method

Airport/Bus Terms (20)

0x0

15.00

142105.0000

1.0000

\$2,131,575

SF

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 received from the County clerk's office. This data may be incomplete and may exclude permits that do not result in final work (for example for water heater replacement permits). We are required to list all improvements, which may include architectural 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
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	\$48,000
CA3468904	DOCK	18 Aug 2004	\$0
CB284172	SPECIAL USE	15 Oct 2003	\$2,493
RC2795799	DOCK	03 Jan 2000	\$0
CB205661	DEMOLITION	28 Oct 1999	\$6,500
CB201502	SHED	05 Aug 1999	\$600
97542	COMMERCIAL ADD	04 Sep 1997	\$2,000
97147	COMMERCIAL ADD	14 May 1997	\$8,500



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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 Change Mailing Address	Site Address
FL INT IMP FUND TRE M H R ENTERPRISES INC LSE 150 153RD AVE STE 205 MADEIRA BEACH FL 33708-1856	0 WELCH CSWY MADEIRA BEACH

Property Use: 9500 (Submerged Land - river, lake)

Living Units:

[click here to hide] Legal Description

THE SLL # 520003073 UNTIL 01/28/2013 O.R. 16300/2429 FROM POINT ON S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N43D51'28"E 1918.18 FT ALG C/L OF SR 233 TH S46D08'32"E 100FT FOR POB TH N43D51'28"E 25FT TH S46D08'32"E 559.67FT 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 S44D32'35"W 119.87FT 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 S43D46'38"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 2.06AC(C)

File for Homestead Exemption			2015 Parcel Use																
<table border="1"> <tr> <th>Exemption</th> <th>2015</th> <th>2016</th> </tr> <tr> <td>Homestead:</td> <td>No</td> <td>No</td> </tr> <tr> <td>Government:</td> <td>Yes</td> <td>Yes</td> </tr> <tr> <td>Institutional:</td> <td>No</td> <td>No</td> </tr> <tr> <td>Historic:</td> <td>No</td> <td>No</td> </tr> </table>	Exemption	2015	2016	Homestead:	No	No	Government:	Yes	Yes	Institutional:	No	No	Historic:	No	No	Homestead Use Percentage: 0.00% Non-Homestead Use Percentage: 100.00% Classified Agricultural: No			
Exemption	2015	2016																	
Homestead:	No	No																	
Government:	Yes	Yes																	
Institutional:	No	No																	
Historic:	No	No																	

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

Most Recent Recording 16300/2429	Sales Comparison	Census Tract 121030278012	Evacuation Zone (NOT the same as a FEMA Flood Zone) A	Plot Book/Page
--	-------------------------	-------------------------------------	--	-----------------------

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	\$851,100	\$851,100	\$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	\$170,700	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

[Click Here for 2015 Tax Bill](#)

Tax Collector Mails 2015 Tax Bills October 31

2015 Final Millage Rate

2015 Est Taxes w/o Cap or Exemptions

Tax District: **MB**

18.2169

\$31.90

A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. [Click here for more information.](#)

Ranked Sales [\(Click here for Ranked Sales\)](#) [See all transactions](#)

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

2015 Land Information

Seawall: No

Frontage: None

View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
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Property Appraiser General Information

Rivers And Lakes (95)	0x0	1000.00	2.0600	1.0000	\$2,050	AC
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[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 not as recorded in field reviews (for example for water tanker replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting office in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			



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WM

09-31-15-00000-140-0120

[Contact Property Record Card](#)

Data Current as of December 04, 2015

[Email](#)

[Print](#)

[Radius Search](#)

Improvement Value
per F.S. 553.844



Ownership/Billing Address Change Mailing Address	Site Address
M H H ENTERPRISES INC C/O HAMMER & CO PA 9373 SEMINOLE BLVD SEMINOLE FL 33772-3145	555 150TH AVE MADEIRA BEACH

[Property Use:](#) 2048 (Marina - 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 DESC FROM S LN OF GOVT LOT 1 & C/L 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 S44DW 120 FT TO POB

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

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

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone <small>(NOT the same as a FEMA Flood Zone)</small>	Map Book/Page
06670/1371	Sales Query	121030278012	A	

[2015 Interim Value Information](#)

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	\$196,275	\$139,408	\$139,408	\$196,275	\$139,408

[\[click here to hide\] 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	\$139,408	\$139,408	\$196,275	\$139,408
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	\$73,700	\$73,700	\$73,700	N/A	\$73,700
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
1996	No	\$45,900	\$45,900	\$45,900	N/A	\$45,900

[2015 Tax Information](#)

[Click Here for 2015 Tax Bill](#)

Tax Collector Mails 2015 Tax Bills October 31

2015 Final Millage Rate

2015 Est Taxes w/o Cap or Exemptions

Tax District: **MB**

18.2169

\$3,575.52

* Significant change in taxable value may occur when sold [\[redacted\]](#) changes in the market or the removal of exemptions. [Click here for more information.](#)

[Ranked Sales](#) [\(Click on Ranked Sales\)](#) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	V/I
No recent sales on record				

[2015 Land Information](#)

Seawall: No

Frontage: None

View:

[Land Use](#)

[Land Size](#)

[Unit Value](#)

[Units](#)

[Total Adjustments](#)

[Adjusted Value](#)

[Method](#)

Airport/Bus Terms (20)

45x120

35.00

5400.0000

1.0000

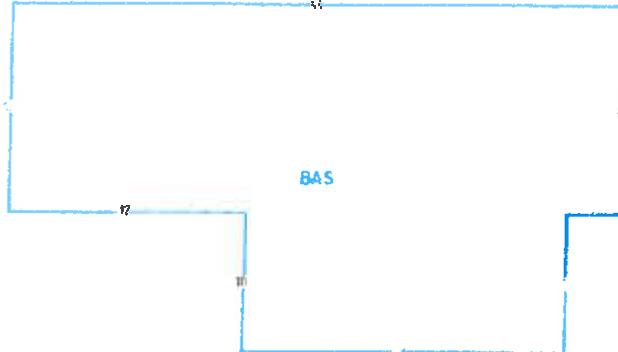
\$189,000

SF

[\[click here to hide\]](#) 2015 Building 1 Structural Elements [Back to Top](#)

Site Address: 555 150TH AVE

Quality: Average
 Square Footage: 890.00
 Foundation: Piers
 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
 Fixtures: 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 ²	Gross Area Ft ²	Factor	Effective Ft ²
Base	890	890	1.00	890
Total Building finished SF: 890		Total Gross SF: 890		Total Effective SF: 890

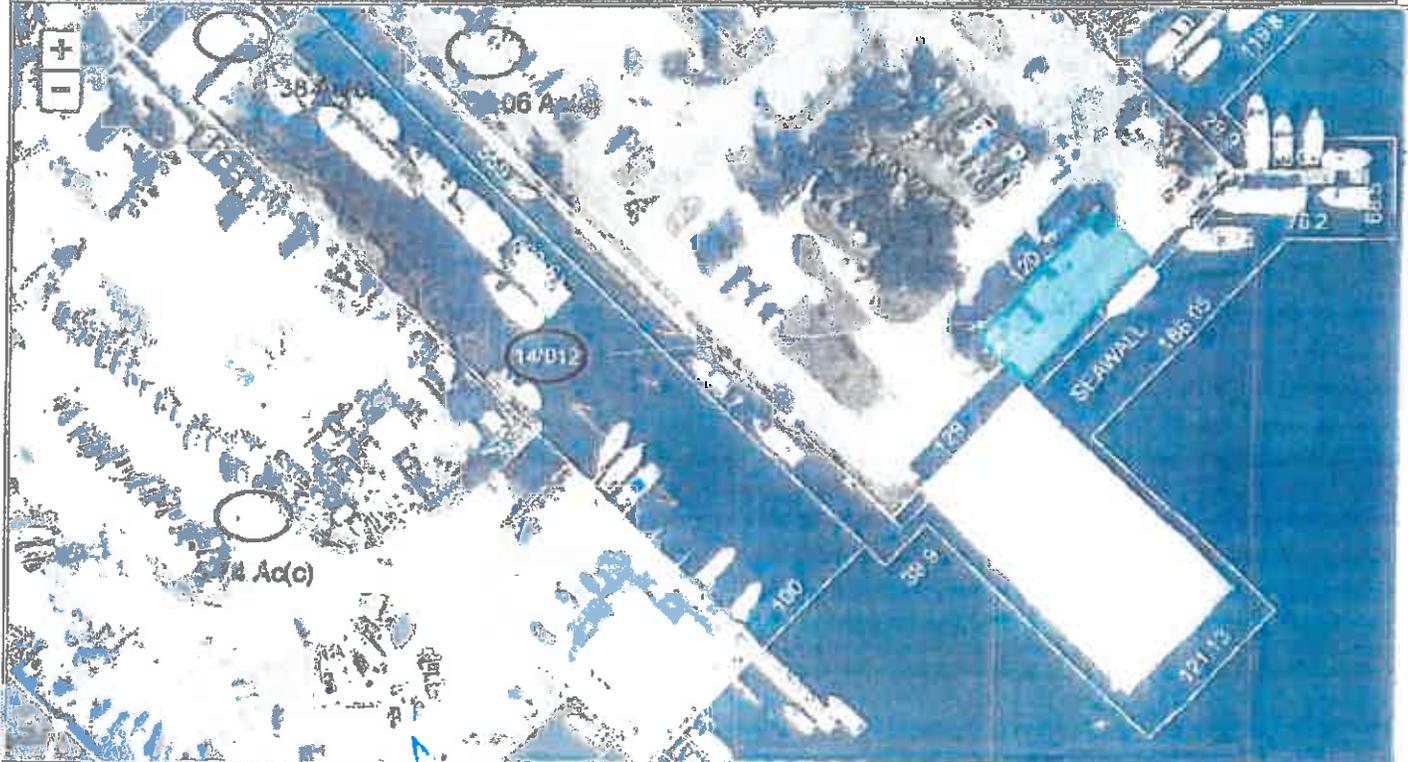
[\[click here to hide\]](#) 2015 Extra Features

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 field reviews (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 non-permitted 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	\$13,000



[Interactive Map of this parcel](#) [Map Legend](#)

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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. - 2nd 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 66TH 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
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



PAM DUBOV, CFA, CAE

Pinellas County Property Appraiser

www.pcpao.org

pam@pcpao.org

Run Date: 28 Dec 2015

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

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.

MAIN BRANCH- COURTHOUSE

315 Court St. - 2nd 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 (C/W)

NORTH COUNTY

29269 US Highway 19 N

Clearwater, FL 33761

TEL: (727) 464-8780

FAX: (727) 464-8794

TYRONE (SOUTH)

1800 66TH 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

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 150th Avenue and 565 150th 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 150th AVENUE AND 565 150th 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 4th 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 4th Street North Suite 200
Madeira Beach, FL 33702

LOCATION: 555 – 150TH Avenue and 565 – 150TH Avenue

The Planning Commission is considering a **DEVELOPMENT AGREEMENT** and **Ordinance 2015-18** for the property located at 555 – 150th Avenue and 565 – 150th 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 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

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			
	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	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				
	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 Seat)	50	50	17,000			
	Dockmaster	1					1 per 4 Seats 2	1 per 4 Seats 2	1,000			
	Total						52	52	18,000			
Boat Slips	Covered Docks Slips	23	Existing 57 Slips	20 Ft.								
	Additional Boat Slips	107					78D					
	Total	164										
Parking	Sub-total (from Uses) Parking Credits					16' SW to PL, 15' NW to Bldg, 16' NE to PL, 14' SE to Bldg, 24' SE to Seawall	460	460				
	Non-Assigned		Bicycle Racks				-3	-3				
	Total						525	457	204,547			
Overall Site Area Totals									548,434 2.74	799,400 4.00	135,850.00 67.98%	168,872.00 85.00%



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
- Name of Applicant(s):** _____
- B. 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

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



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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.*

**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 8 Ft)		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	150	150	99,205			
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	Total	272 Units 59 Units/Acre	573 Units 125 Units/Acre				272 1/Unit	272 1/Unit	171,087			
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	Total	68 Units 15 Units/Acre	68 Units 15 Units/Acre				136 2/Unit	136 2/Unit	154,800			
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	Dockmaster	1					1 per 4 Seats 2	1 per 4 Seats 2	1,000			
	Total						52	52	18,000			
Boat Slips	Covered Docks Slips	23	Existing 57 Slips	20 Ft.								
	Additional Boat Slips	107					TBD					
	Total	164										
Parking	Sub-total (from Uses) Parking Credits		Bicycle Racks			15' 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%	85.80%

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 150th 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.

CITY OF HAWAIIAN REGION, FLORIDA
TRAFFIC AND PUBLIC SAFETY
PUBLIC HEARING

REVISIONS TO THE CITY OF HAWAIIAN REGION, FLORIDA
TRAFFIC AND PUBLIC SAFETY
COMMISSION

Public Hearing Notice
 The City of Hawaiian Region, Florida, is holding a public hearing on the proposed revisions to the Traffic and Public Safety Commission. The hearing will be held on **Monday, August 14, 2023, at 7:00 PM** at the **City of Hawaiian Region, Florida, Administration Center, 1000 Highway 17, Suite 100, Hawaiian Shores, FL 32941**.

Agenda
 7:00 PM - Registration and Sign-in
 7:15 PM - Welcome and Opening Remarks
 7:30 PM - Presentation of Proposed Revisions
 8:00 PM - Public Hearing and Comments
 8:30 PM - Meeting Adjourns

For more information, please contact:
 City of Hawaiian Region, Florida
 Administration Center
 1000 Highway 17, Suite 100
 Hawaiian Shores, FL 32941
 Phone: (888) 333-3333
 Email: info@hawaiianregion.com

STAY AWAY!
NO PARKING ZONE
 395-3377

TRAFFIC AND PUBLIC SAFETY



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: 189,850 SF 4.59 ACRES

DEVELOPMENT		UNITS/COUNTS		BUILDING	SETBACK	PARKING		FAR		ISR	
TEMPORARY LODGING	BUILDING A LIMITED SERVICE HOTEL	PROPOSED	PERMITTED	HEIGHT	TO SEAWALL / PROPERTY LINE/ BLDG	PROPOSED	REQUIRED	PROPOSED	PERMITTED	PROP.	REQ.
		175 UNITS	125 DU/ACRE	117 FT	62 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%	136,895 SF 70%
BUILDING F CONDO-HOTEL	150 UNITS	125 DU/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 DU/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	16' SW to Bldg 82' NW to P.Line 15' 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 EXISTING BLDG SW SIDE DOCKS 15 ADD. BOAT SLIPS 126 TOTAL 154		MAX 20 FT		TBD	N/A				
PARKING	PARKING CREDITS	BICYCLE RACK CREDIT			16' SW to Bldg. 15' NW to Bldg		-3				
	ADDITIONAL PARKING	NON ASSIGNED PARKING			16' NE to P.Line 24' SE to Seawall 14' SE to P.Line	60					
	TOTAL PARKING					573	510	230,800 SF			
TOTAL								671,745 SF			

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 150th 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 150th 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 153rd 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: _____

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: _____

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 $43^{\circ}51'28''$ EAST, 1918.18 FEET ALONG THE CENTERLINE OF STATE ROAD #233; THENCE SOUTH $46^{\circ}08'32''$ E., 50 FEET TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233 AND THE POINT OF BEGINNING; THENCE SOUTH $46^{\circ}08'32''$ EAST, 50 FEET; THENCE NORTH $43^{\circ}51'28''$ EAST, 25 FEET; THENCE SOUTH $46^{\circ}08'32''$ EAST, 550 FEET; THENCE NORTH $43^{\circ}51'28''$ EAST, 331.0 FEET; THENCE NORTH $46^{\circ}08'32''$ WEST, 300 FEET; THENCE SOUTH $43^{\circ}51'28''$ WEST, 125.00 FEET; THENCE NORTH $46^{\circ}08'32''$ WEST, 250.0 FEET; THENCE SOUTH $43^{\circ}51'28''$ WEST, 40.0 FEET; THENCE NORTH $46^{\circ}08'32''$ WEST, 50.0 FEET TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233; THENCE SOUTH $43^{\circ}51'28''$ 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 $43^{\circ}51'28''$ EAST, 2099.18 FEET ALONG THE CENTERLINE OF STATE ROAD #233; THENCE SOUTH $46^{\circ}08'32''$ EAST, 50 FEET TO THE SOUTHERLY BOUNDARY OF STATE ROAD #233 AND THE POINT OF BEGINNING; THENCE SOUTH $46^{\circ}08'32''$ EAST, 300 FEET; THENCE NORTH $43^{\circ}51'28''$ EAST, 175 FEET; THENCE NORTH $46^{\circ}08'32''$ WEST, 300 FEET TO THE EXTENSION OF THE SOUTHERLY BOUNDARY OF STATE ROAD #233; THENCE SOUTH $43^{\circ}51'28''$ 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:

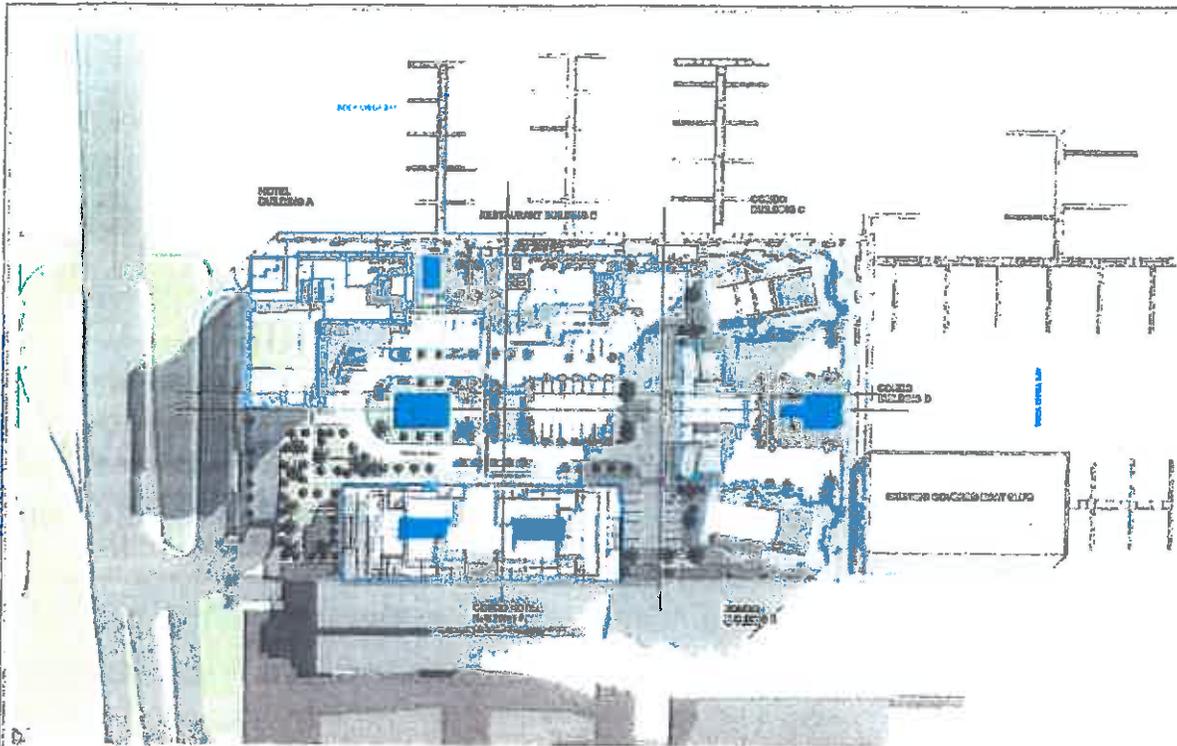
DESCRIPTION:

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	Tabulation Sheet
A003	Ref. Master Plan
A004	Aerial View Projection
A100	Arch. Ref. Plan
A101	Ground Level
A102	Expansive Level
A103	Typical Level 3-4
A200	Elevations
A301	Elevations
A400	Sections
A401	Sections
A500	Views
A501	Views
A502	Views
A600a	Ref. Condo Master plan
A600b	Ref. Condo Hotel Master Plan
A600c	Ref. Hotel Master Plan
C001	Survey Sheet 1
C002	Survey Sheet 2

PROJECT TEAM DIRECTORY

PROPERTY OWNER The Nelson Companies

ARCHITECT EDMAN PETERANECZ ARCHITECTURE
 1800 ROSSBY STREET
 CLEARWATER, FLORIDA 34615
 PH: 727.434.3333

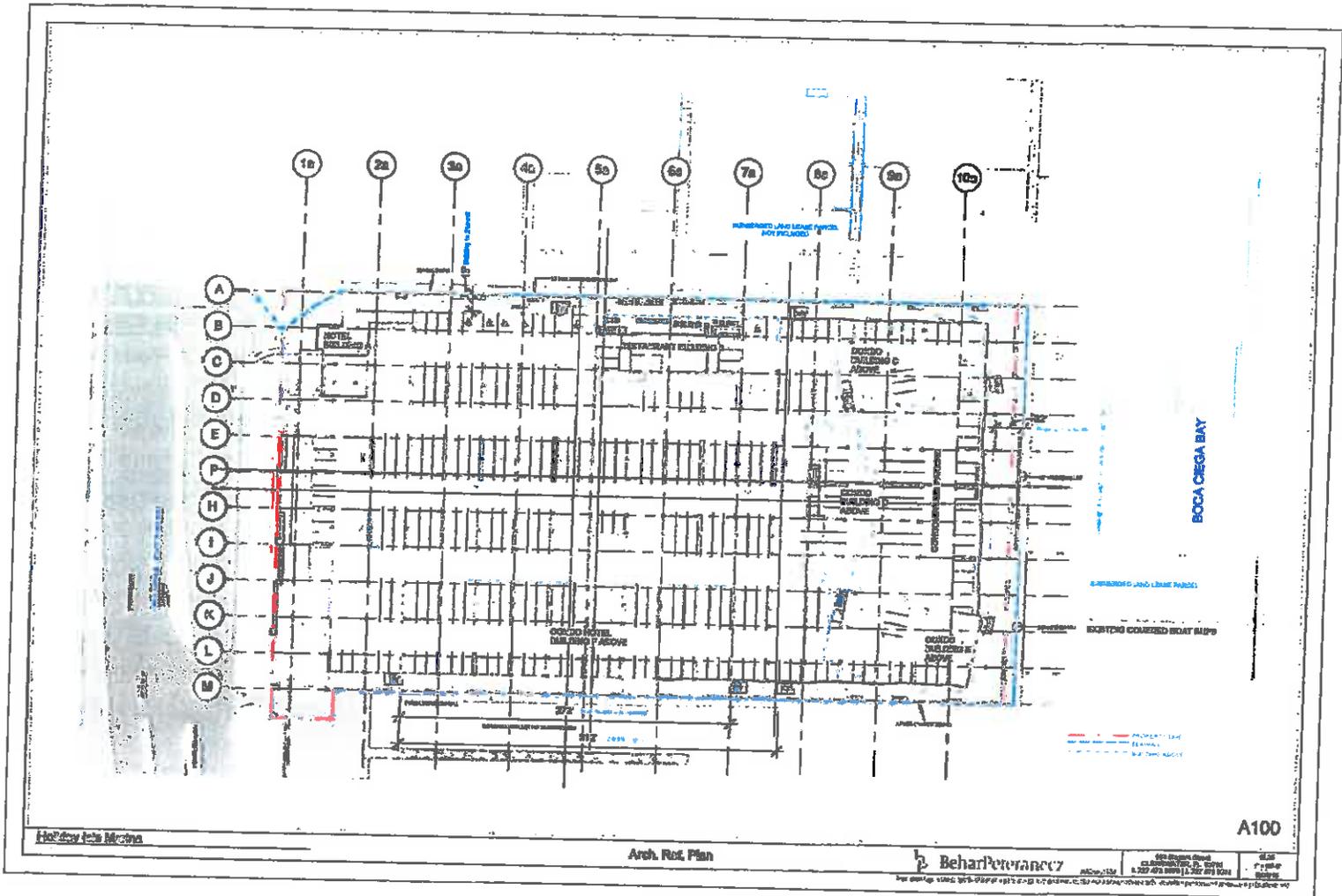
A000

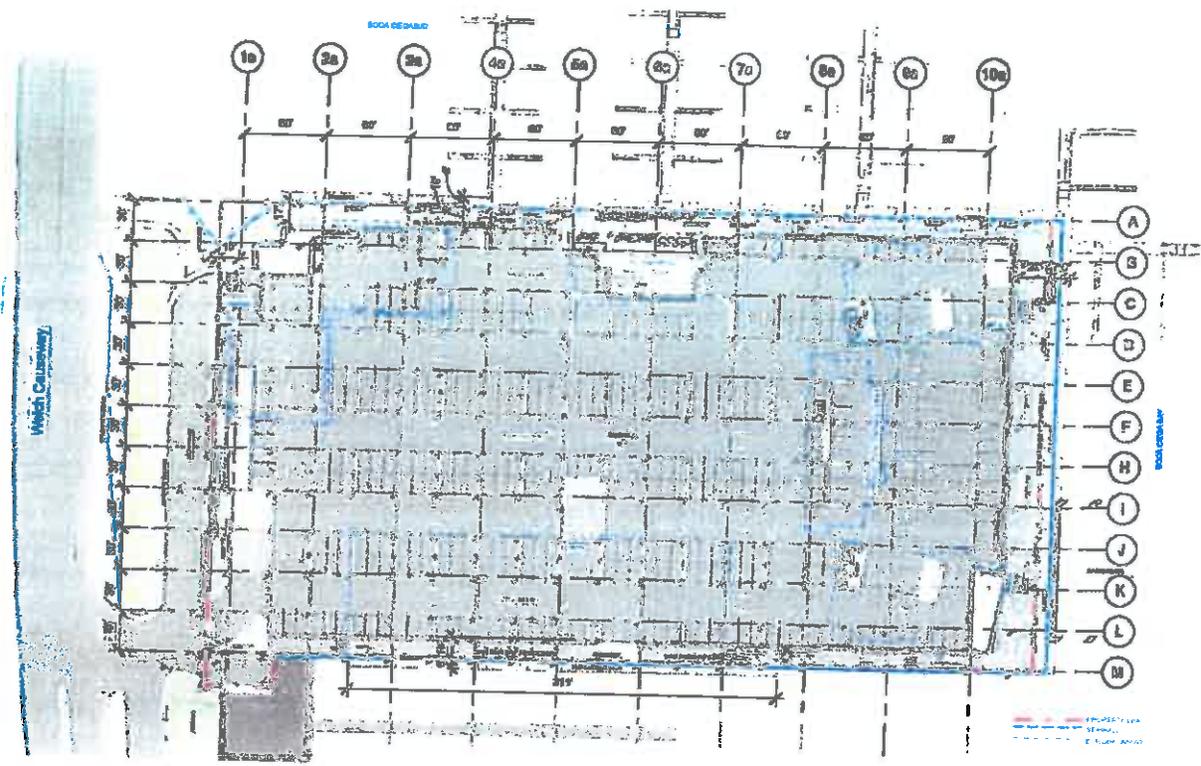


CURRENT CONDITIONS



PROPOSED MASTER PLAN





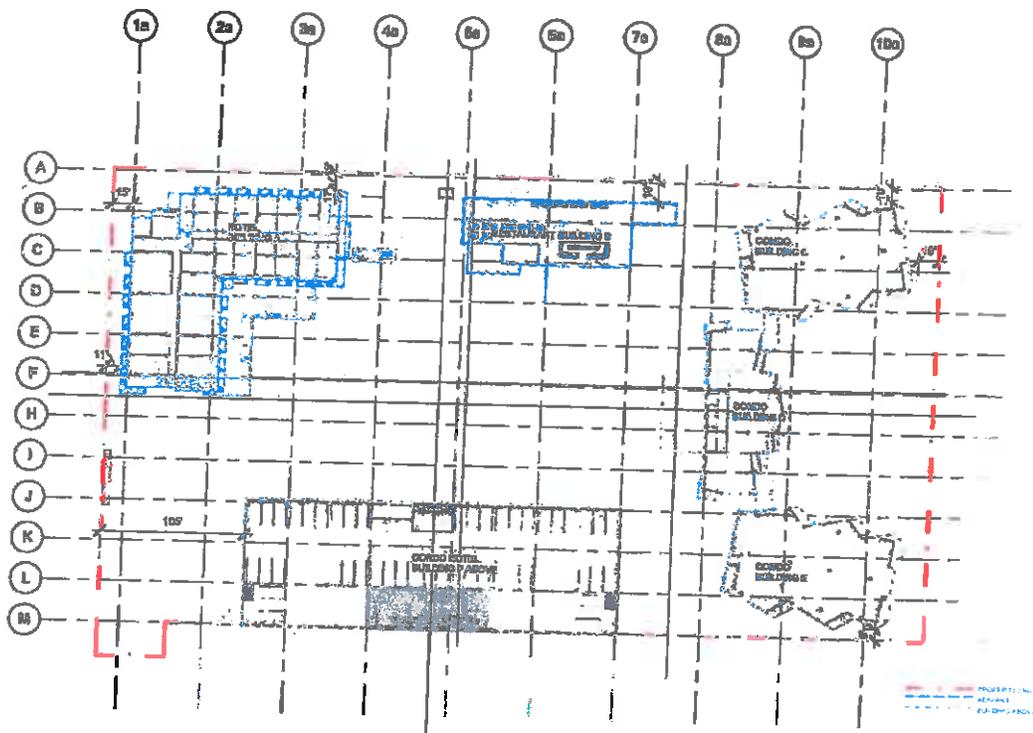
Holiday Inn & Suites

Ground Level

Behar/terancz

NO. OF SHEETS	1
DATE	11/11/11
BY	TERANCZ
CHECKED BY	BEHAR
APPROVED BY	BEHAR

A101



Hooley Inc Meeting

Typical Level 3-4

BeharPerencz

1000 West 17th Street
 Suite 1000
 Vancouver, BC V6J 1R1


 A103



CONDOMINIUMS SOUTHWEST ELEVATION



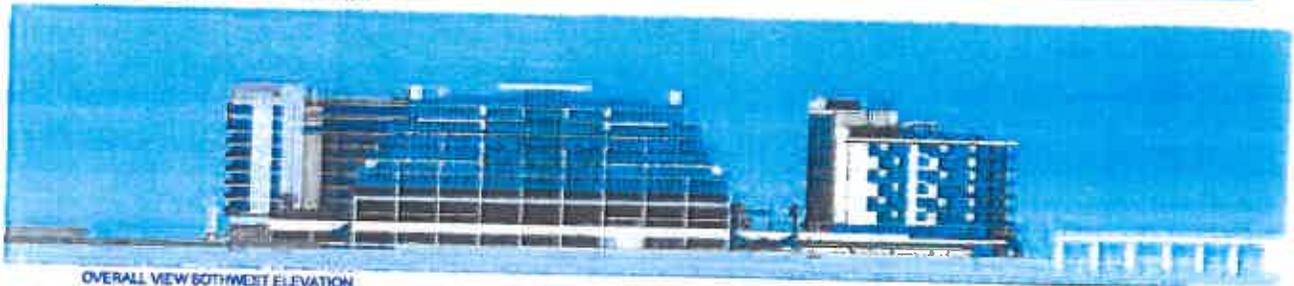
OVERALL EAST VIEW ELEVATION



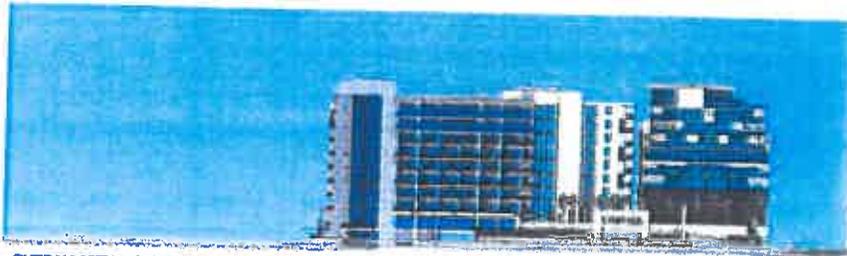
OVERALL SOUTHEAST VIEW ELEVATION



OVERALL VIEW NORTHEAST ELEVATION



OVERALL VIEW SOUTHWEST ELEVATION



OVERALL VIEW NORTHWEST ELEVATION

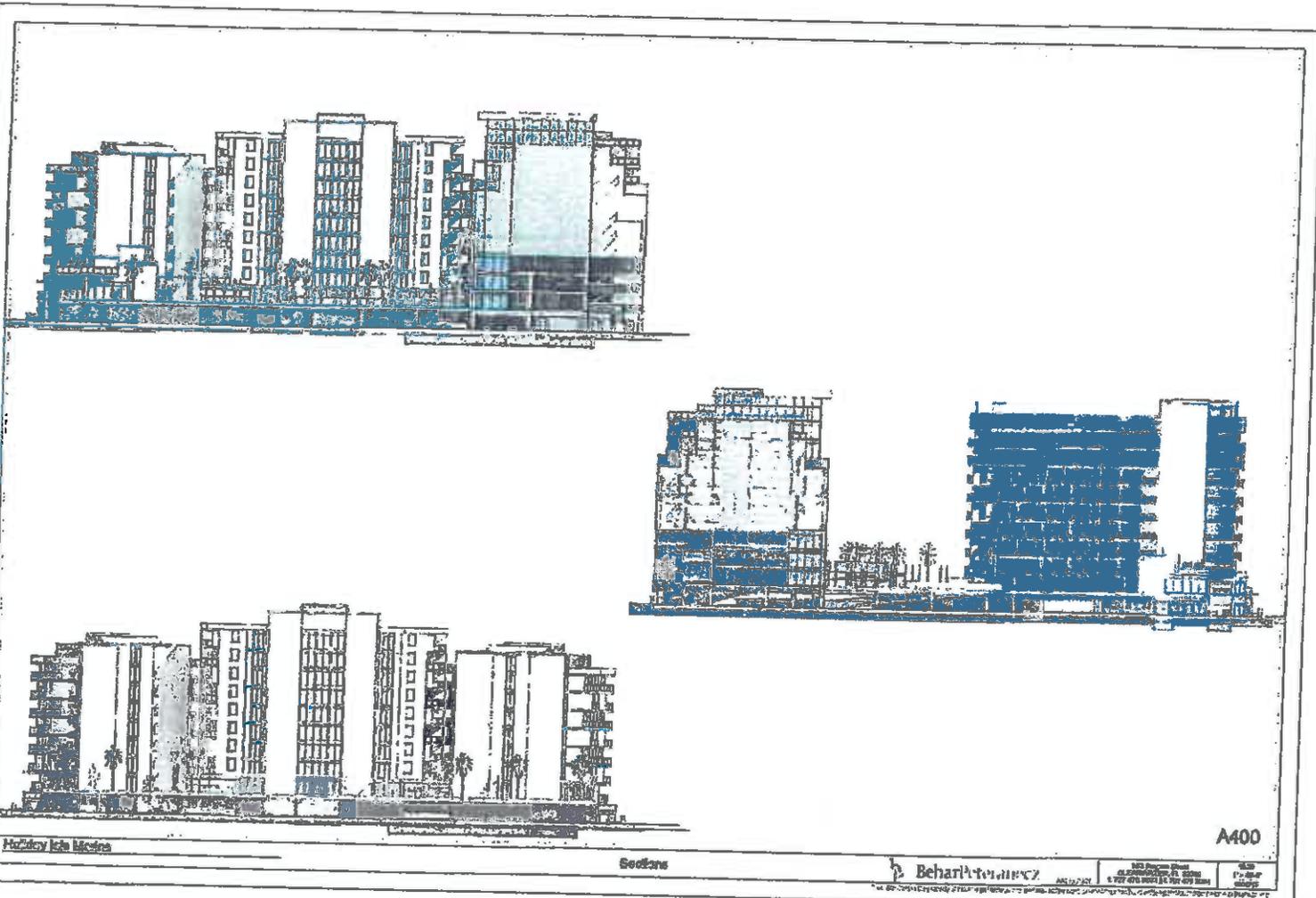
Holiday Inn Marine

Elevations

By: [Signature]

DATE: 11/11/2011
TIME: 11:21:52 AM

A301

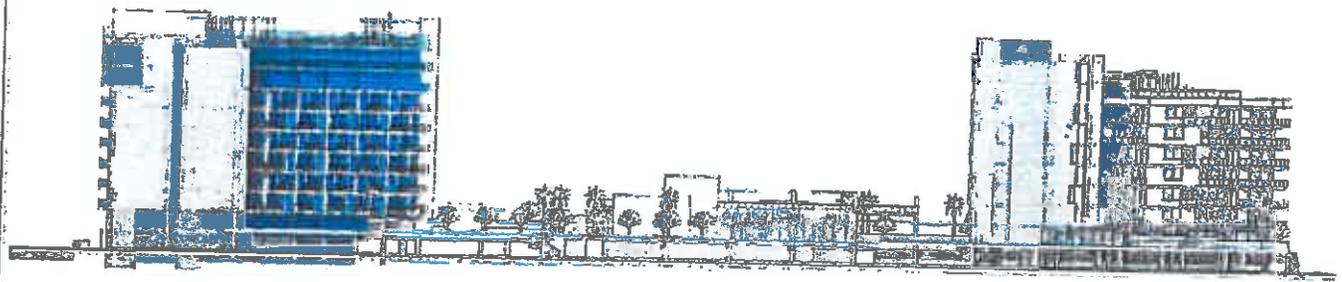
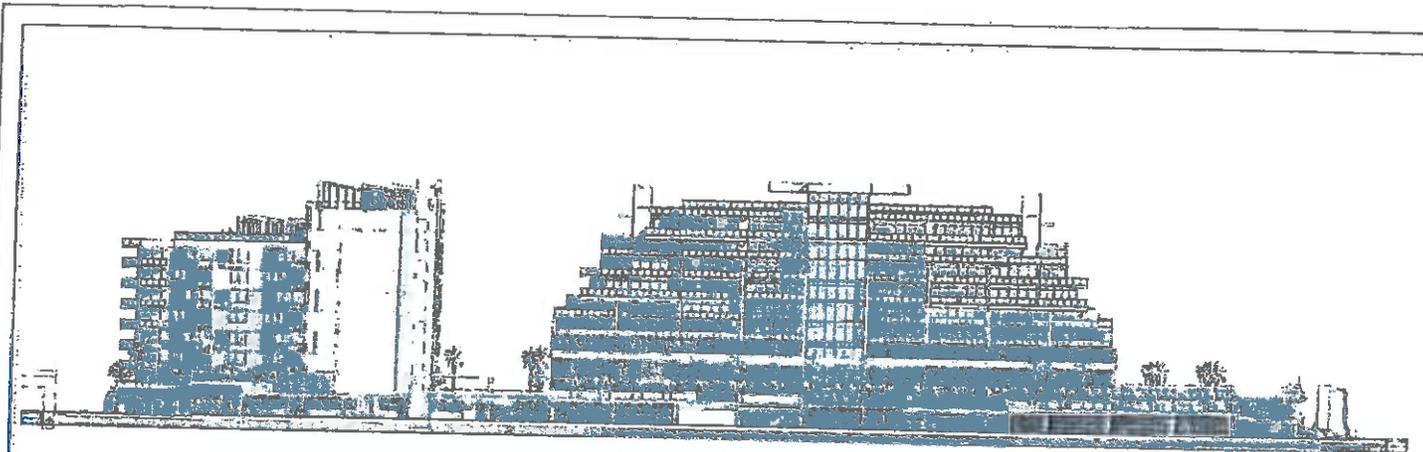


Holiday Inn Medina

Sedona

A400

Behar Architects
200 Progress Street
4th Floor
1727 4th Street, Suite 400
Phoenix, AZ 85003
Tel: 602.254.1111
Fax: 602.254.1112
www.behar.com



Holliday Isle Marina

Seafans

Behariveteranetz

2000 Highway 100
Tel Aviv, Israel 6100
Tel: 03-6205511 Fax: 03-6205512

A401



MAIL ENTRY



PROMENADE



PEDESTRIAN ACCESS



PROMENADE



CONDO-WHITE VIEW



BEACH VIEW NEW



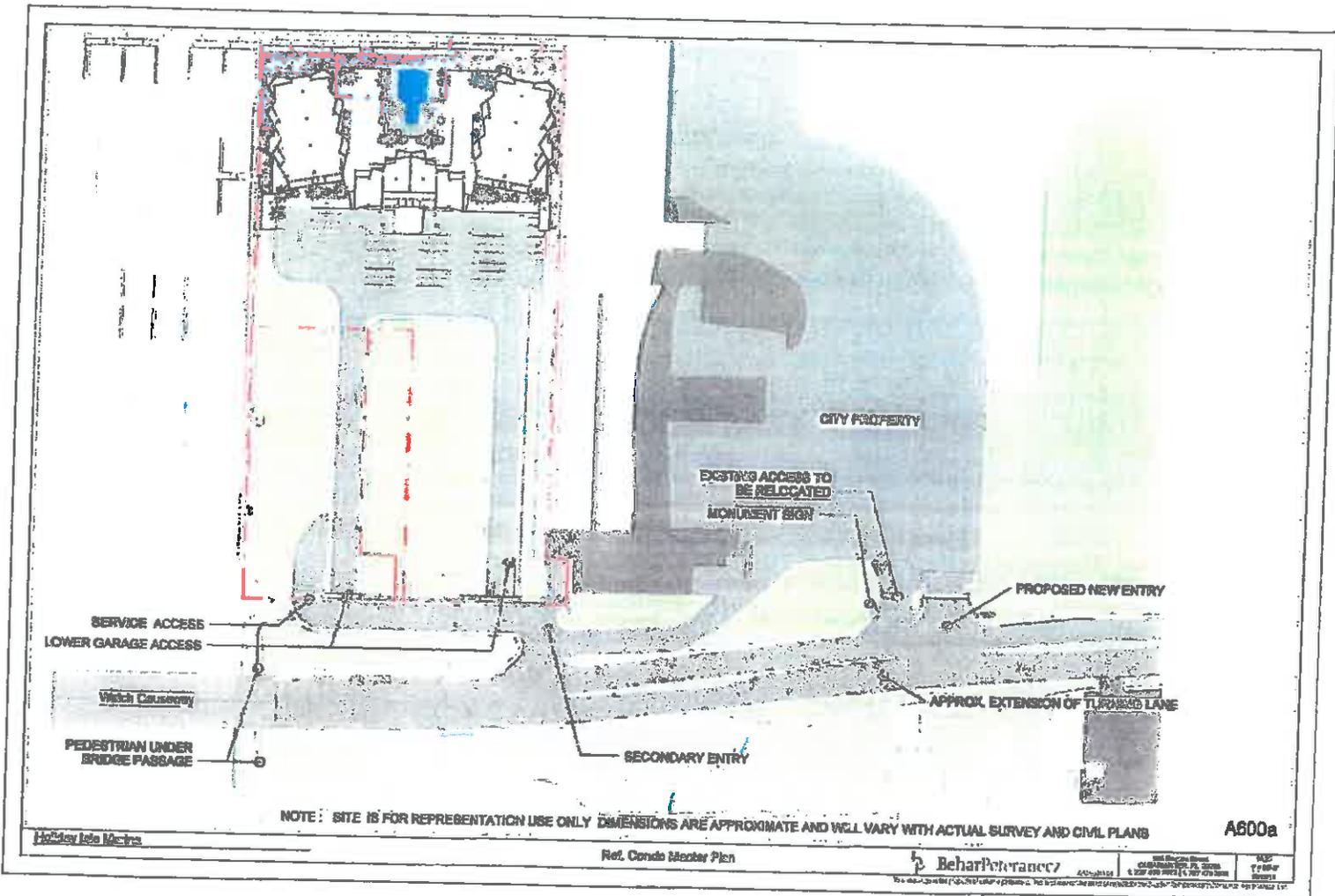
RESTAURANT



NIGHT LIGHT ENTRY

A501

**EXHIBIT C
OFF-SITE IMPROVEMENTS**



Holly Lee Martin

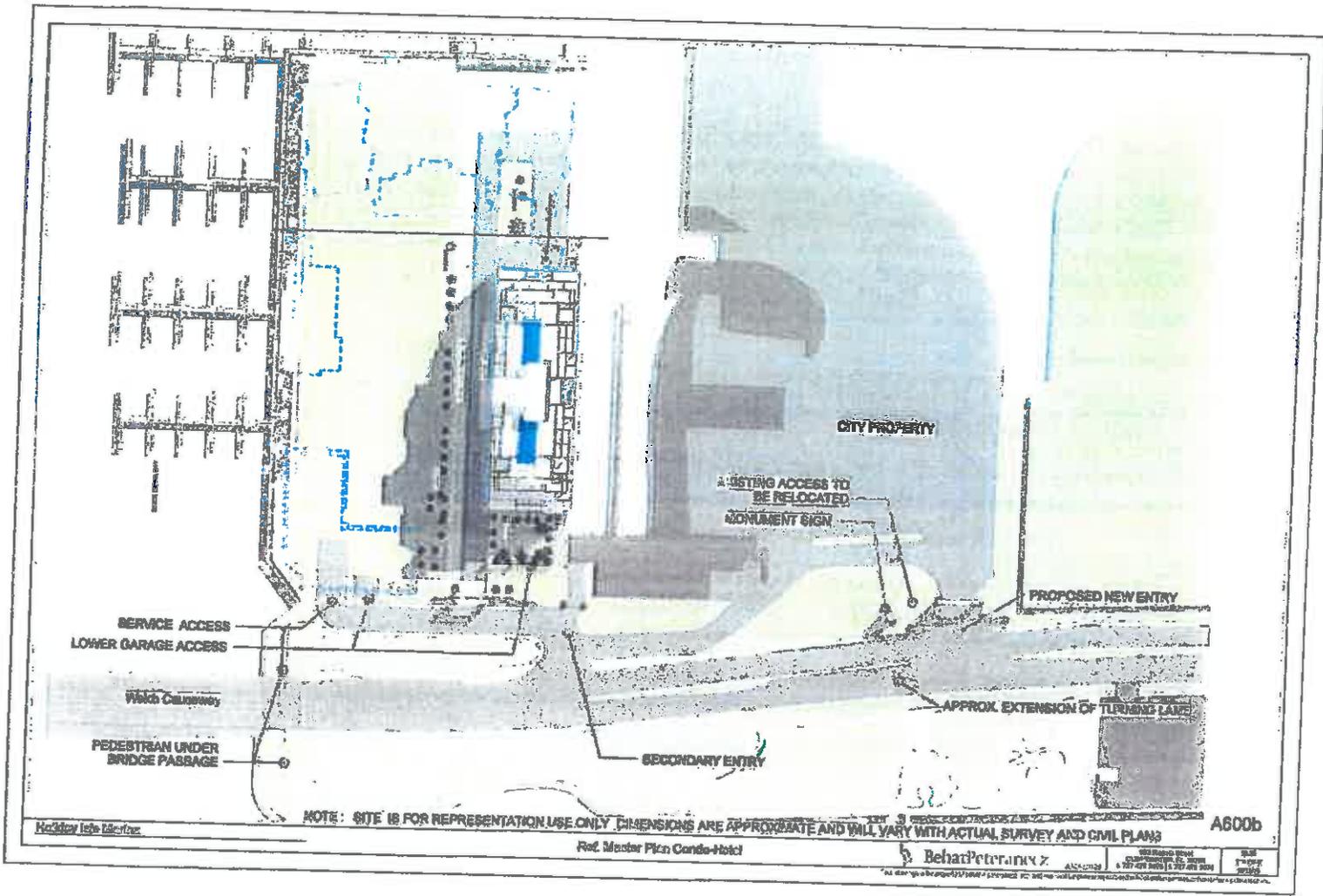
Ref. Condo Master Plan

BeharPartners

1000 North Street
 Cambridge, MA 02142
 617.452.8800 | 617.452.8800

A800a

DATE
 12/20/11



NOTE: SITE IS FOR REPRESENTATION USE ONLY. DIMENSIONS ARE APPROXIMATE AND WILL VARY WITH ACTUAL SURVEY AND CIVIL PLANS

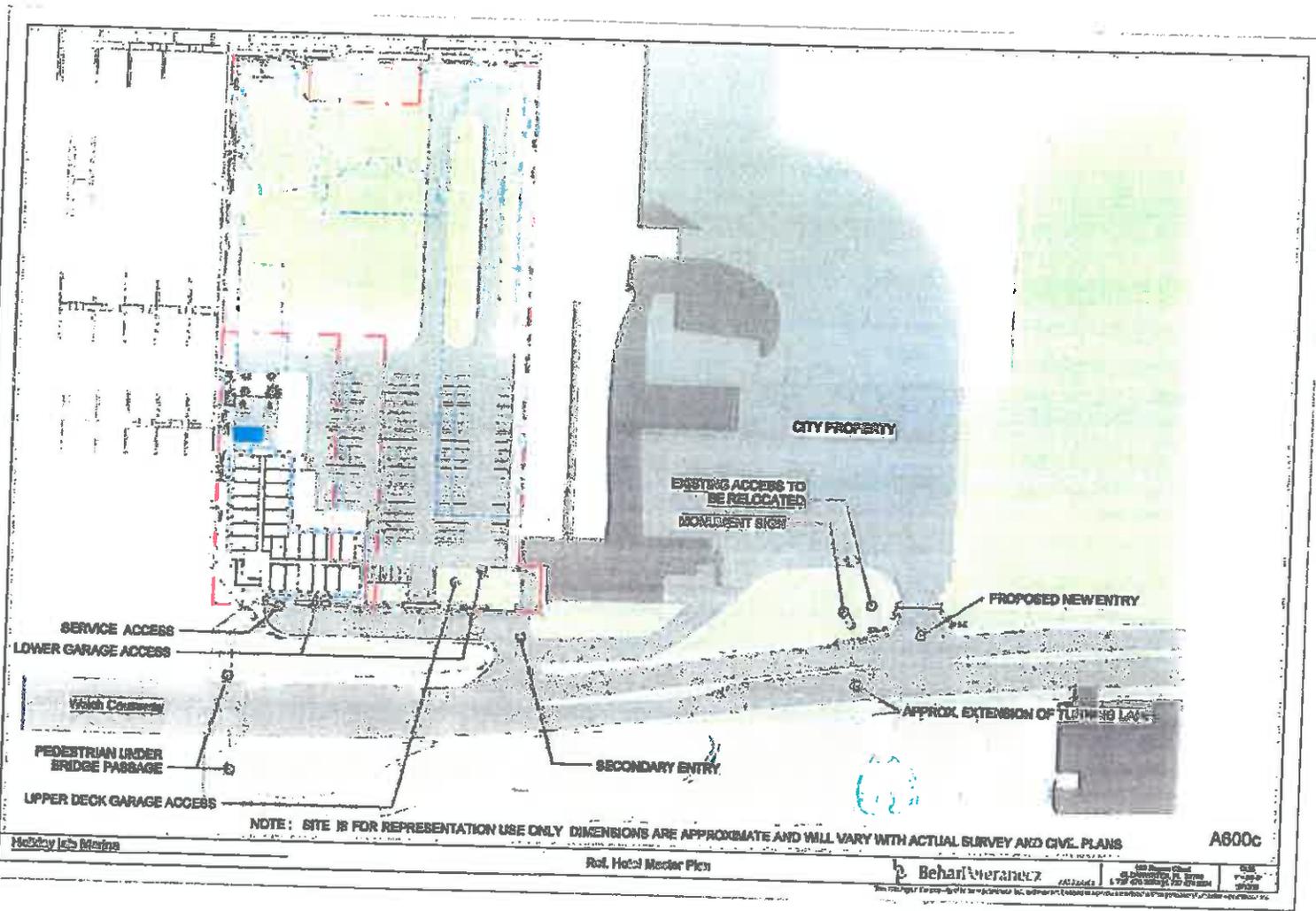
A600b

Ref. Master Plan Condo-Hotel

BeharPetranick & Associates

1000 North ...
 600 ...
 600 ...

DATE: ...
 DRAWN BY: ...
 CHECKED BY: ...



Hobby Job Master

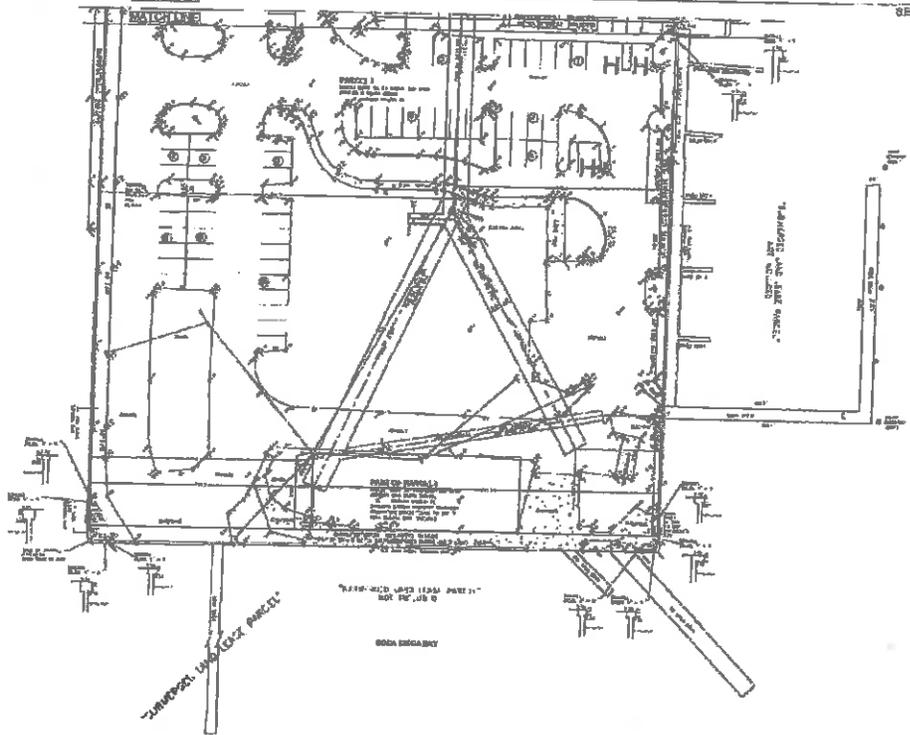
NOTE: SITE IS FOR REPRESENTATION USE ONLY DIMENSIONS ARE APPROXIMATE AND WILL VARY WITH ACTUAL SURVEY AND CIVIL PLANS

A600c

Ref. Hotel Myster Pich

Behar/Veranez

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100	100
100	100



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NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	10/1/00
2	REVISED PLAN	10/1/00
3	REVISED PLAN	10/1/00
4	REVISED PLAN	10/1/00
5	REVISED PLAN	10/1/00
6	REVISED PLAN	10/1/00
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100	REVISED PLAN	10/1/00

**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. 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. 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, 9th Edition rates.



PROJECT LOCATION - HOLTON MADEIRA BEACH SITE

PROJECT NO:
14-048



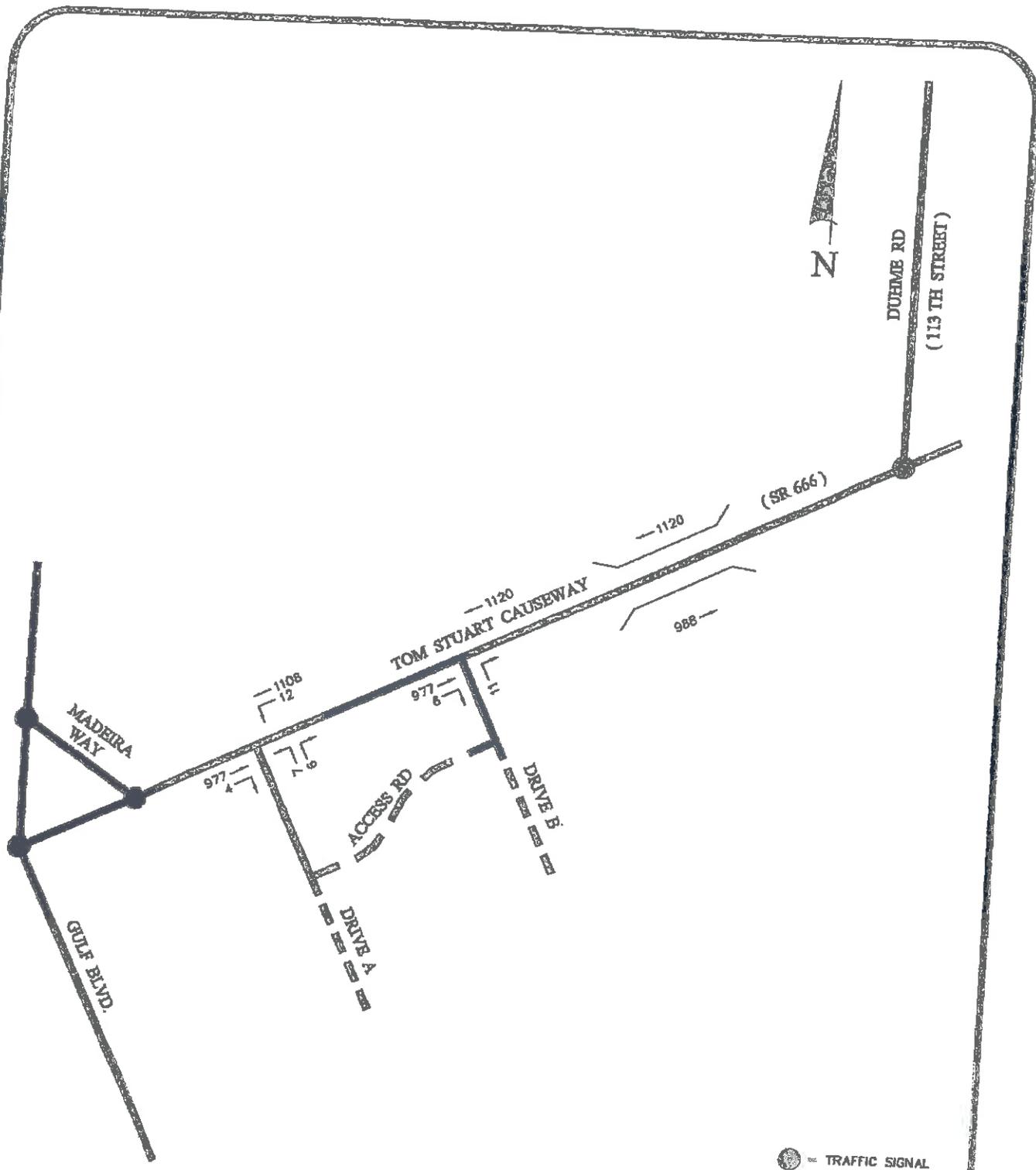
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
9/2014

DRAWN BY:
MKC

FIGURE:

1



● = 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 ICOT BLVD., SUITE 605
 Clearwater, Florida 33760
 Phone: (727) 524-1818 Fax: (727) 524-6090
 www.gulfcoastconsultinginc.com

DATE:
10/2015

DRAWN BY:
GJS

FIGURE:

2

Y:\PROJECTS\14\14048\Drawings\14-048-TC (2015).dwg, 10/7/2015 4:48:54 PM

<u>Land Use</u>	<u>Amount</u>	<u>ITE LUC</u>	<u>Daily Trips</u>	<u>PM Peak (in/out)</u>
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.

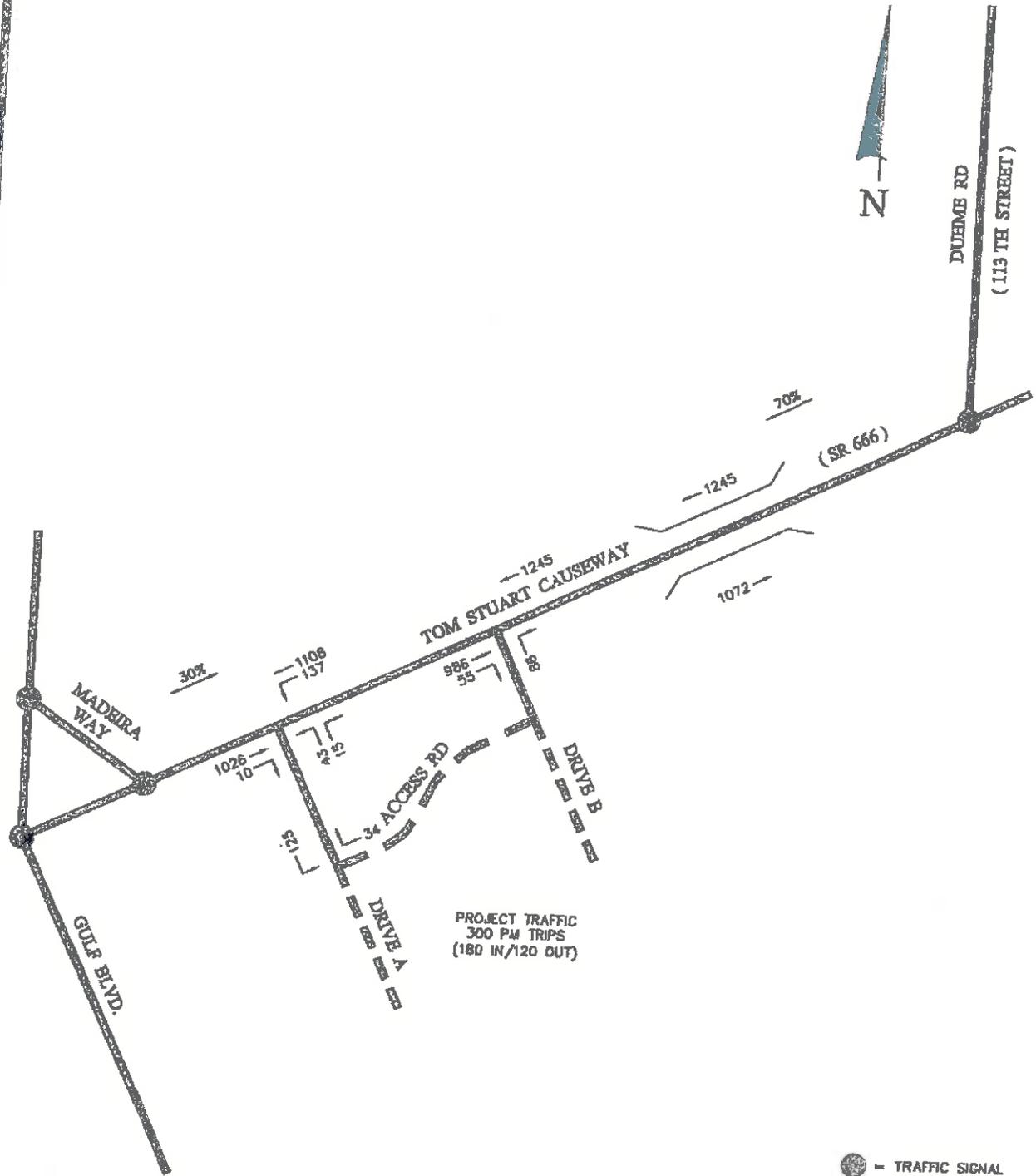
At the full access to SR 666 (Drive A), westbound left turns would operate at LOS B with 13.6 seconds delay and the right-turns exiting would operate at LOS D with delay increasing to 32.0 seconds.

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.
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www.gulfcoastconsultinginc.com

DATE:
10/2015

DRAWN BY:
GJS

FIGURE:

3

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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

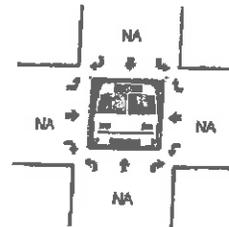
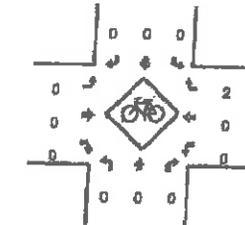
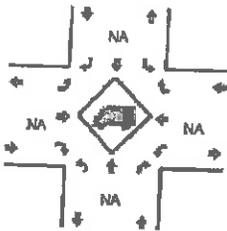
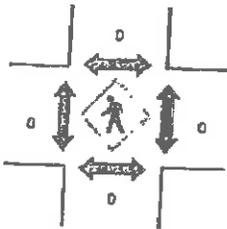
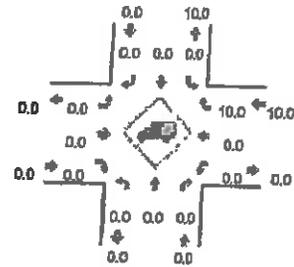
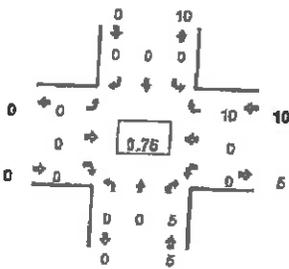
Method for determining peak hour: Total Entering Volume

LOCATION: Tom Stuart Causeway -- 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	1	0	2	
5:00 PM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	3	0	3	9
5:15 PM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	3	0	5	12
5:30 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	3	13
5:45 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2	0	4	15
																	3	15

Handwritten notes: $PSCF = 0.76$, 1120 , 977

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	0	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 Movement	Eastbound			Westbound		
	1 L	2 T	3 R	4 L	5 T	6 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 Movement	Northbound			Southbound		
	7 L	8 T	9 R	10 L	11 T	12 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 Movement	Eastbound	Westbound	Northbound			Southbound		
	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 Movement	Eastbound			Westbound		
	1 L	2 T	3 R	4 L	5 T	6 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	--	--
Medlan Type	Raised curb					
RT Channelized			0			0
Lanes	0	2	0	0	2	0
Configuration		T	TR		T	
Upstream Signal		0			0	

Minor Street Movement	Northbound			Southbound		
	7 L	8 T	9 R	10 L	11 T	12 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 Movement	Eastbound	Westbound	Northbound			Southbound		
	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 Areas¹

12/18/12

INTERRUPTED FLOW FACILITIES						UNINTERRUPTED FLOW FACILITIES					
STATE SIGNALIZED ARTERIALS						FREEWAYS					
Class I (40 mph or higher posted speed limit)						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	
Class II (35 mph or slower posted speed limit)						12					
Lanes	Median	B	C	D	E	Freeway Adjustments					
2	Undivided	*	660	1,330	1,410	Auxiliary Lanes Present in Both Directions + 1,800					
4	Divided	*	1,310	2,920	3,040	Ramp Metering + 5%					
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.)											
Non-State Signalized Roadways - 10%											
Median & Turn Lane Adjustments											
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%							
One-Way Facility Adjustment Multiply the corresponding two-directional volumes in this table by 0.6											
BICYCLE MODE²						UNINTERRUPTED FLOW HIGHWAYS					
(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)						Lanes					
Paved Shoulder/Bicycle Lane Coverage	B	C	D	E		2	Undivided	770	1,530	2,170	2,990
0-49%	*	260	680	1,770		4	Divided	3,300	4,660	5,900	6,530
50-84%	190	600	1,770	>1,770		6	Divided	4,950	6,990	8,840	9,790
85-100%	830	1,770	>1,770	**							
PEDESTRIAN MODE²											
(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							
BUS MODE (Scheduled Fixed Route)³											
(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							
						<p>¹ 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.</p> <p>² Level of service for the bicycle and pedestrian modes in this table is based on number of motorized vehicles, not number of bicyclists or pedestrians using the facility.</p> <p>³ Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.</p> <p>* Cannot be achieved using table input value defaults.</p> <p>** 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.</p>					
						<p>Source: Florida Department of Transportation Systems Planning Office www.dot.state.fl.us/tpo/systems/m/lor/lordefault.htm</p>					

APPENDIX B

High-Rise Residential Condominium/Townhouse (232)

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

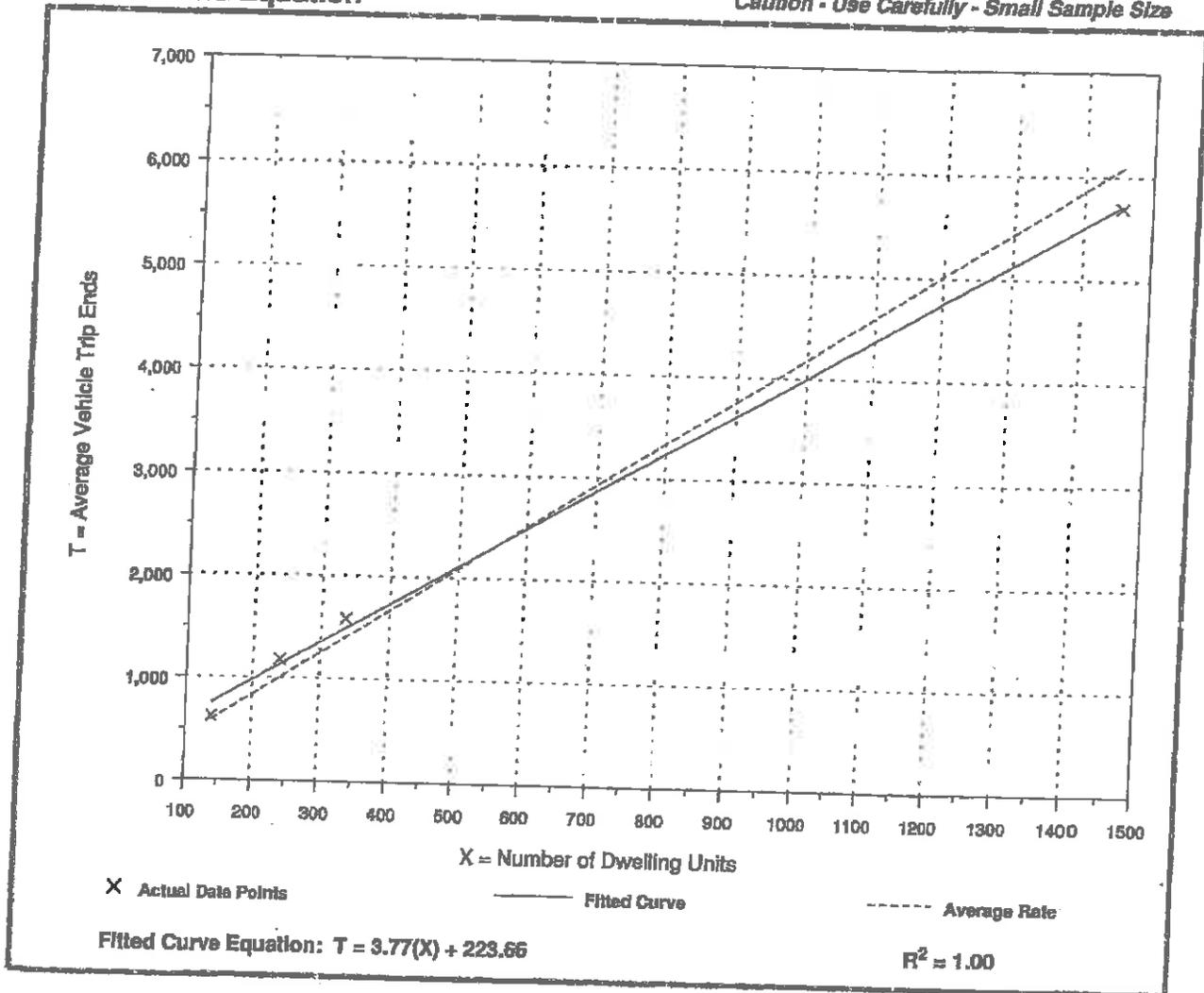
Number of Studies: 4
Avg. Number of Dwelling Units: 543
Directional Distribution: 50% entering, 50% exiting

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.

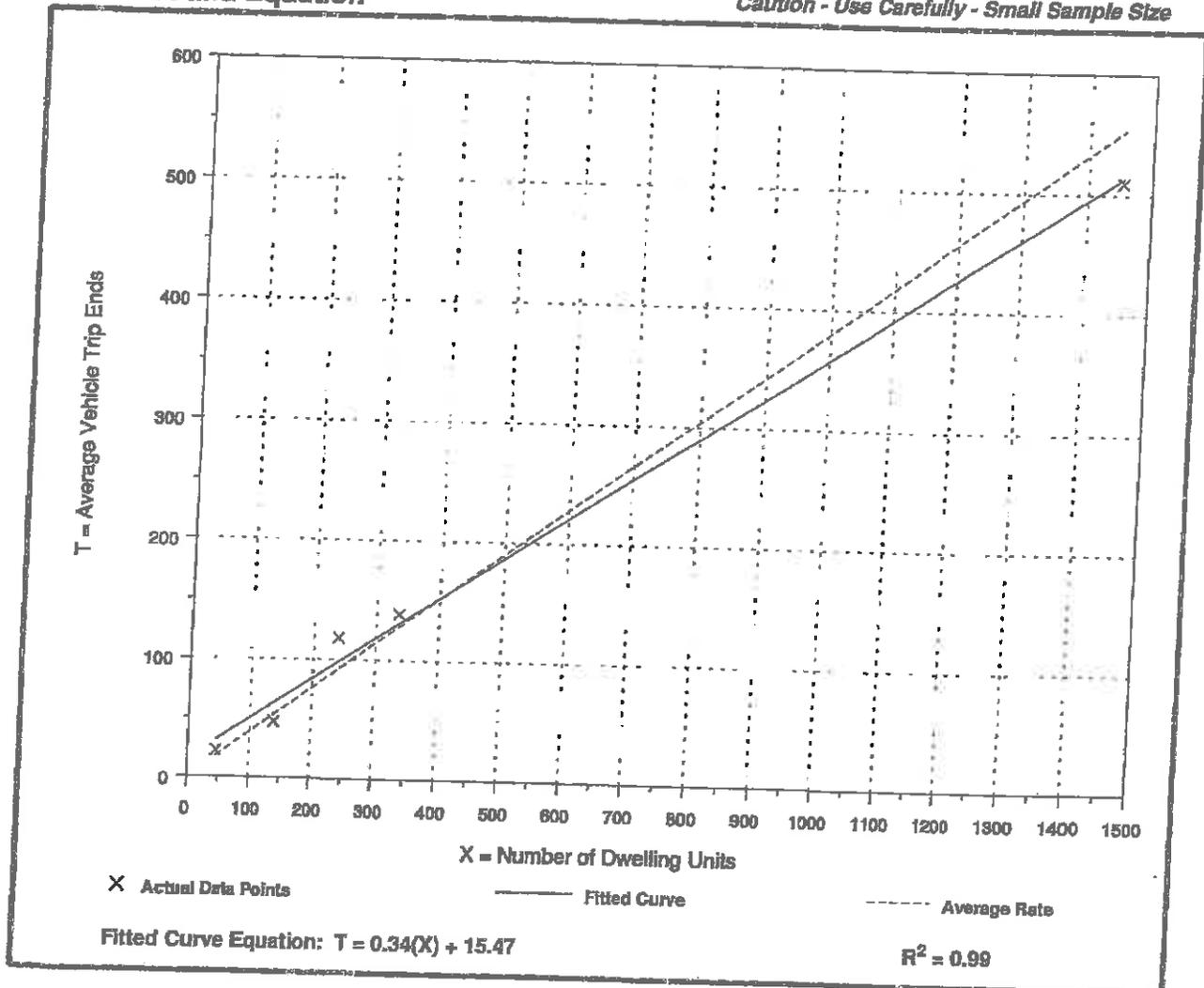
Number of Studies: 5
Avg. Number of Dwelling Units: 444
Directional Distribution: 62% entering, 38% exiting

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)

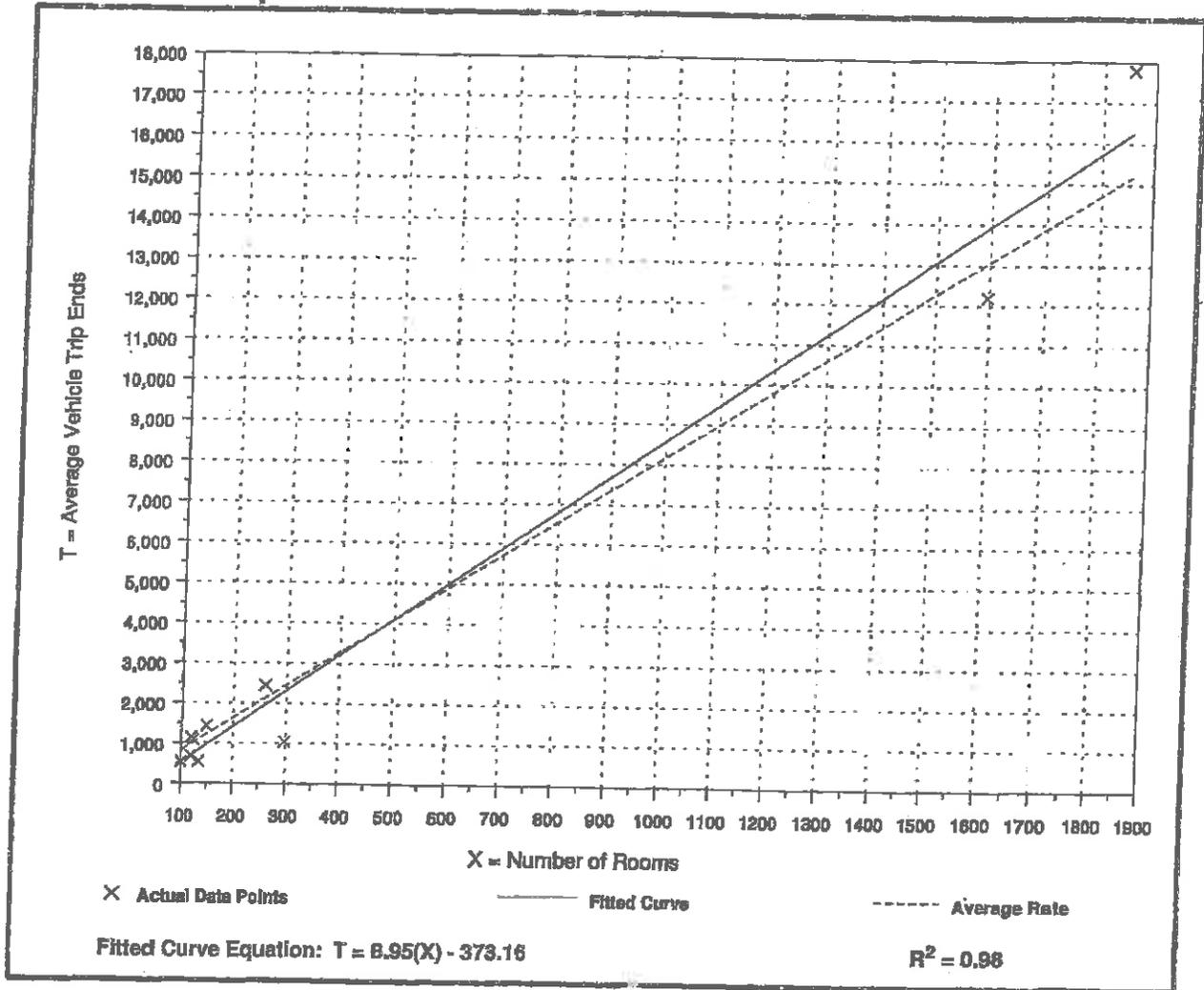
Average Vehicle Trip Ends vs: Rooms
On a: Weekday

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)

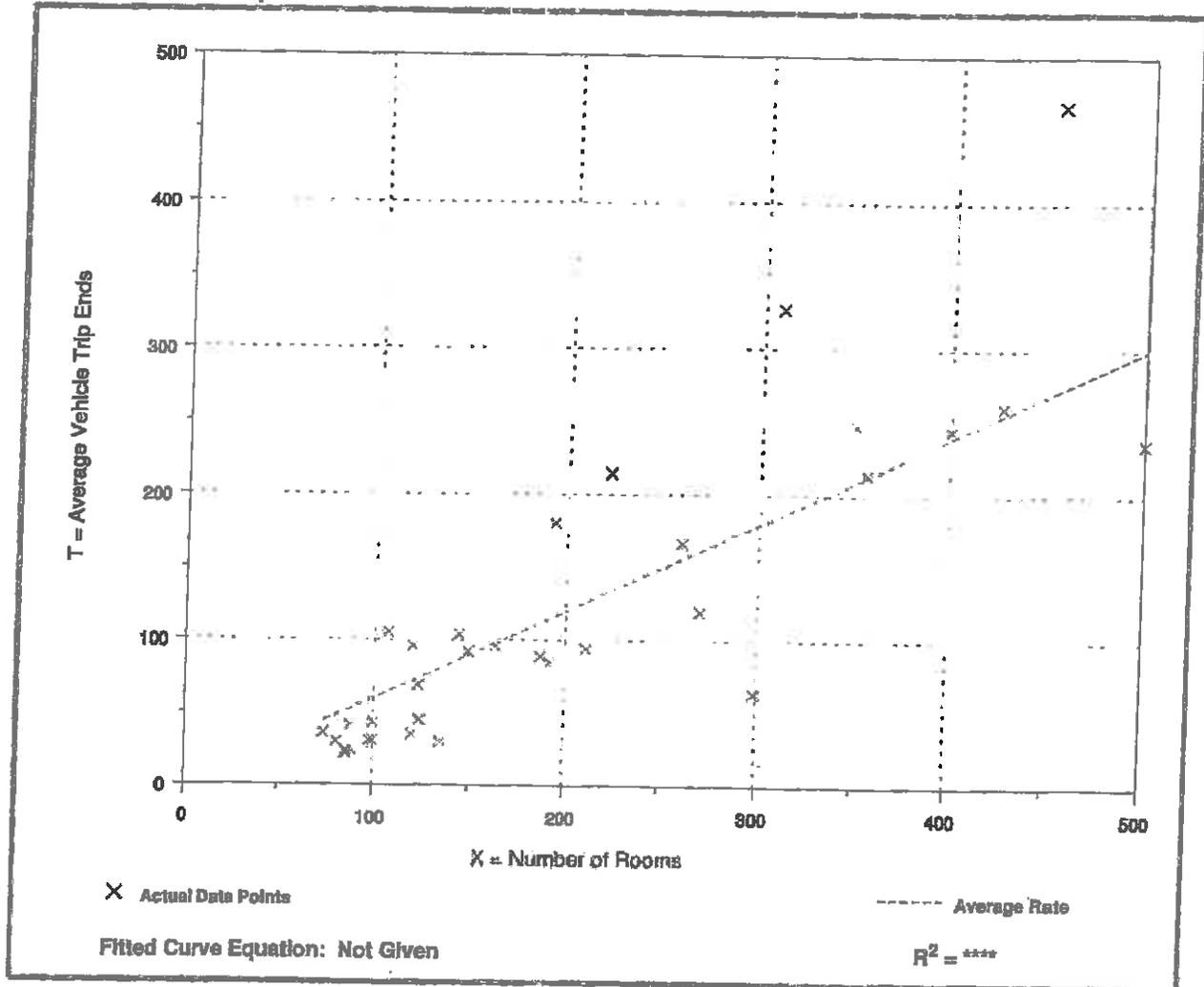
Average Vehicle Trip Ends vs: Rooms
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

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)

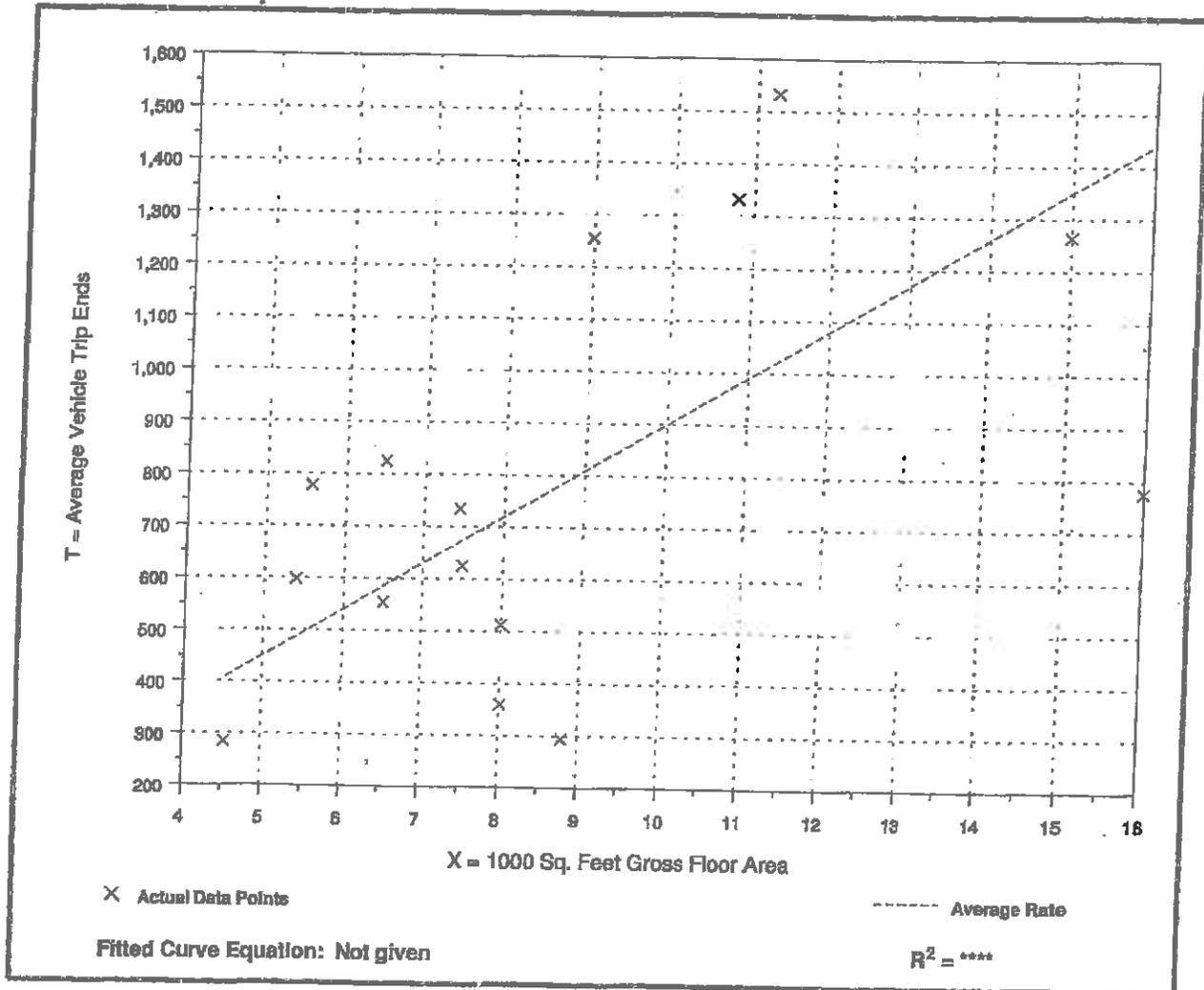
**Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday**

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)

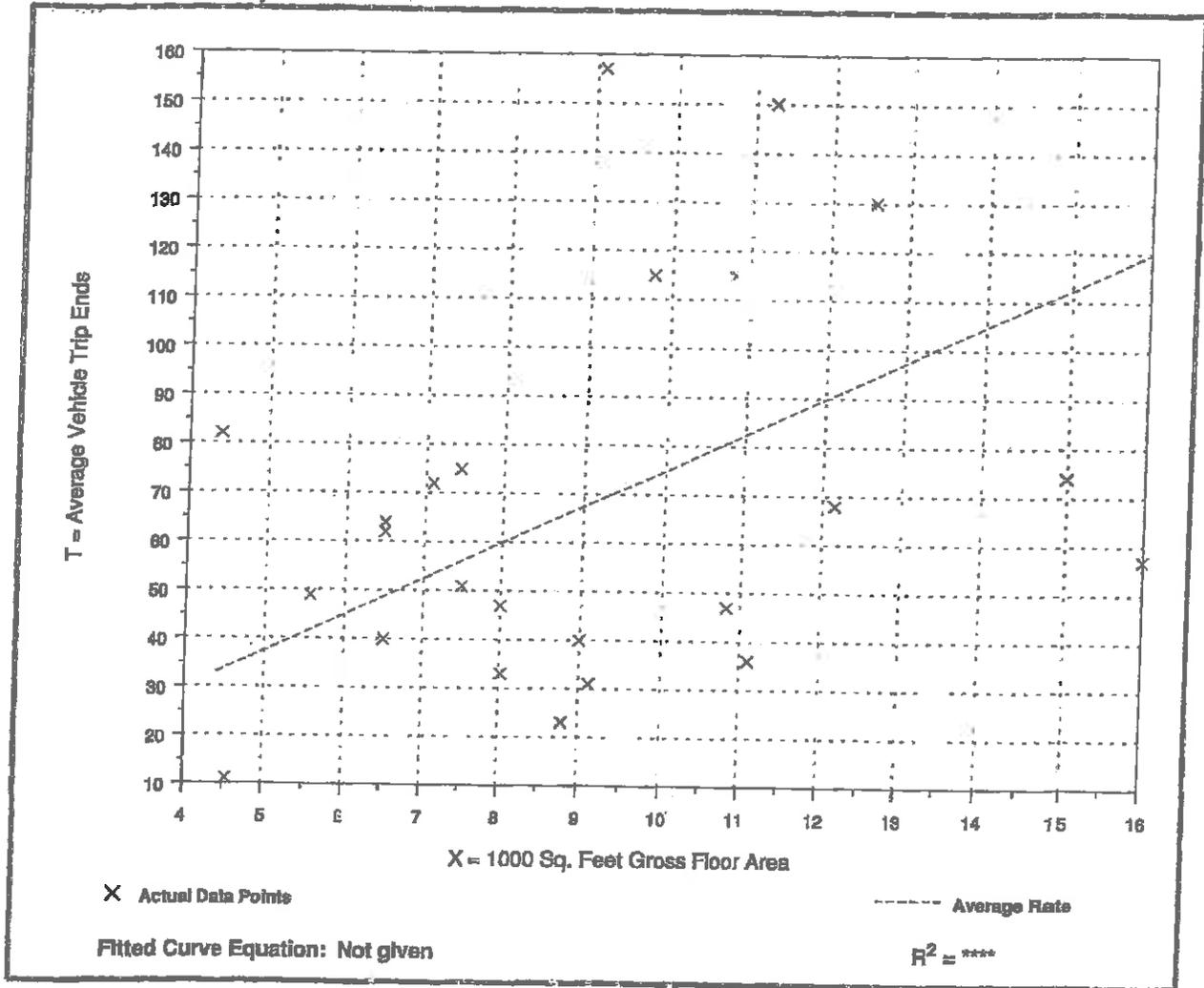
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

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	10/8/15			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)		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	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)	43		15					
Peak-Hour Factor, PHF	0.86	1.00	0.86	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			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)		159		66				
C (m) (veh/h)		575		198				
v/c		0.28		0.33				
85% queue length		1.12		1.38				
Control Delay (s/veh)		13.6		32.0				
LOS		B		D				
Approach Delay (s/veh)	--	--		32.0				
Approach LOS	--	--		D				

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	RP			Intersection	SR 666 / DRIVE B (RIRO)			
Agency/Co.	GCC			Jurisdiction	FDOT			
Date Performed	10/8/15			Analysis Year	FUTURE WITH PROJECT			
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)		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			
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			86					
Peak-Hour Factor, PHF	1.00	1.00	0.86	1.00	1.00	1.00		
Hourly Flow Rate, HFR (veh/h)	0	0	99	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)					99			
C (m) (veh/h)					496			
v/c					0.20			
95% queue length					0.74			
Control Delay (s/veh)					14.1			
LOS					B			
Approach Delay (s/veh)	-	-	14.1					
Approach LOS	-	-	B					



MADEIRA BEACH BOARD OF COMMISSIONERS

March 8, 2016 – Agenda Report

FROM: Sea Marshall-Barley, Administrative Support Specialist

SUBJECT: **ORDINANCE 2016-02: AMENDING SECTION 82-2 OF THE CODE OF ORDINANCES TO CREATE A DEFINITION FOR “RESIDENTIAL PROPERTY”; AND PROVIDING FOR AN EFFECTIVE DATE.**

BACKGROUND: This item was previously presented and discussed at the BOC Workshop held on January 26, 2016.

A few weeks ago the City Manager received a letter from Attorney Hennessy regarding a courtesy phone call that Deputy Kohmann made to Mrs. June Mohns about Ordinance 2015-13 which requires the registration of Vacation Rentals. Mr. Hennessy argues in his letter that the new Ordinance doesn't apply to his client (Island Paradise Cottages) and argues that Island Paradise Cottages is a commercial property and not residential.

Ordinance 2015-13 defines *Residential Property* as: “defined in Section 82-2 of the Land Development Code”. Section 82-2 contains all of the definitions used in the entire Land Development Code. However, it was discovered that there is no definition of *Residential Property* in Section 82-2 and therefore we must create one. Therefore the City Attorney has recommended that the City Commission adopt an ordinance that contains the following definition:

Residential Property. Property which is zoned R-1, R-2 or R-3 and which is used for a residential use or which is vacant.

The Board gave their consensus that the ordinance to define residential property in Section 82-2 should be scheduled for a first reading.

BUDGETARY IMPACT: N/A

RECOMMENDED BY STAFF: Staff recommends approval of Ordinance 2016-02.

ATTACHMENT(S): Ordinance 2016-02

RECEIVED: Submitted by
the Support Specialist on
03/08/2016

Agenda Item: J-3.

ORDINANCE 2016-02

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 82-2 OF
THE CODE OF ORDINANCES TO CREATE A DEFINITION FOR "RESIDENTIAL PROPERTY";
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, upon review Ordinance 2015-13 and Section 82-2 of the Land Development Code it has been determined that it is necessary to create a definition for "residential property"; and

WHEREAS, the Board of Commissioners has determined the creation of a definition for "Residential Property" is appropriate;

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

SECTION 1. That Section 82-2 of the Land Development Code, Subpart B of the Code of Ordinances of the City of Madeira Beach, Florida is amended to provide for the definition of "residential property", to read as follows:

Residential property means property which is zoned R-1, R-2 or R-3 and which is used for a residential use or which is vacant.

SECTION 2. That this Ordinance shall become effective immediately upon its passage and adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF MADEIRA BEACH, FLORIDA, this _____ day of _____, 2016.

APPROVED AS TO FORM:

TOM TRASK, City Attorney

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk

PASSED ON FIRST READING: _____
PUBLISHED: _____
PASSED ON SECOND READING: _____



MADEIRA BEACH BOARD OF COMMISSIONERS

March 10, 2016 – Agenda Report

<u>FROM:</u>	Sea Marshall-Barley, Administrative Support Specialist
<u>SUBJECT:</u>	ORDINANCE 2016-03: “MADEIRA BEACH LEAVE NO TRACE ORDINANCE”
<u>BACKGROUND:</u>	<p>This item was first introduced to the Board in mid-2015 by the Code Enforcement Deputies and the Public Works/Marina Director. On October 13, 2015, the Board gave a consensus to have the City Attorney draft an ordinance for the removal of beach equipment and tents.</p> <p>The ordinance that the City Attorney was directed to draft is attached to be heard for a first reading.</p>
<u>BUDGETARY IMPACT:</u>	N/A

<u>RECOMMENDED BY STAFF:</u>	Staff recommends approval of the first reading of Ordinance 2016-03.
<u>ATTACHMENT(S):</u>	Ordinance 2016-03 Minutes from 07/28/2015 BOC Workshop and 10/13/2016 BOC Special Workshop

RECEIVED As submitted by
the Support Specialist on
03/10/2016

Agenda Item: J-4.

ORDINANCE 2016-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES TO CREATE AN ARTICLE PROHIBITING AND REGULATING THE OVERNIGHT ABANDONMENT OF PERSONAL PROPERTY ON THE PUBLIC BEACHES OF THE CITY AND TO BE COMMONLY REFERRED TO AS "MADEIRA BEACH LEAVE NO TRACE ORDINANCE"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the public beaches of the City of Madeira Beach are used and enjoyed by residents and tourists alike for vacationing, recreation, fishing, walking, water access and other traditional uses; and

WHEREAS, personal property left on the public beaches of the City of Madeira Beach overnight constitutes a nuisance which is contrary to the public's health, safety and welfare and interferes with the public's use, access and enjoyment of the public beaches; and

WHEREAS, the Board of Commissioners has determined that it is necessary to provide for the confiscation of any and all items abandoned overnight within the public areas of the beach to maintain and improve the quality of life for all citizens and visitors of the City.

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

SECTION 1. That Article III of Chapter 42 of the Code of Ordinances of the City of Madeira Beach, Florida is hereby created to read as follows:

ARTICLE III. – BEACH DEBRIS

Sec. 42-1. - Purpose.

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

Sec. 42-2. - Definitions.

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

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

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

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

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

Sec. 42-3. - Obstructions on the beach.

- (a) It shall be unlawful for any person to leave an item of personal property unattended on the public beaches or within the public beach access areas between the one (1) hour after sunset and sunrise of the following day, except as otherwise permitted by Section 42-4.
- (b) Any item of personal property left on the public beach or within the public beach access area in violation of this Article shall be deemed discarded by the owner and shall become the property of the City of Madeira Beach.
- (c) In the confiscation of any item under this section, the City's designated agency or officer is hereby authorized and directed to forthwith dispose of the property in accordance with directions of the City Manager.
- (d) Unattended or abandoned items of personal property, and unattended unfilled holes in the public beach are in violation of this article and shall be deemed a public nuisance.

Sec. 42-4. - Exceptions.

From one (1) hour after sunset and sunrise of the following day, items of personal property that are relocated as close to (but not on) the dune or native vegetation, or where there are no dunes or native vegetation as close as practicable to an existing permanent structure or the line of buildings, will not be considered discarded by the owner, abandoned or in violation of this article, provided:

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

Sec. 42-5. - Digging Holes on the beach.

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

Sec. 42-6. - Camping.

It shall be unlawful to camp overnight on public beaches in the City of Madeira Beach.

Sec. 42-7. - Notice.

The City of Madeira Beach shall provide notice of this article by posting a permanent sign located at the

entry of every public beach access point.

Sec. 42-8. - Leave no trace informational signs in rental units.

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

- (a) Warning beachgoers that any unattended tents or property left on the Public Beach at night shall be deemed discarded by the owners and become the property of the City of Madeira Beach and may be removed and disposed of by the appropriate authority.
- (b) All holes on the beach are to be filled in the same day they are created.
- (c) Camping, bonfire and glass regulations
- (d) Breach of the Peace, Sound restrictions and Disorderly Conduct

Sec. 42-9. - Enforcement.

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

Section 2. That this Ordinance shall become effective immediately upon its passage and adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF MADEIRA BEACH, FLORIDA, this _____ day of _____, 2016.

APPROVED AS TO FORM:

TOM TRASK, City Attorney

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk

PASSED ON FIRST READING: _____
PUBLISHED: _____
PASSED ON SECOND READING: _____

CM: This item as be brought up in the past but the City Manager again recommends that there are already many ways to easily get an agenda for upcoming meetings.

Commissioner Hodges: Recommended that at least continue to posting at Publix and Winn Dixie since residents frequent the supermarkets.

CM: He made a staff recommendation that took into account what Commissioner Hodges had commented. The City Centre will be getting a huge new sign on the property that will have the ability to post future meetings. He thinks that marquis will help to better announce and publicize meetings since it will be easily visible to passing traffic. He also recommended that if, in six months, there are still many people advocating for reinstating posting the agendas at the grocery stores, the Board can again discuss the issue.

Consensus: Allow time for City Centre sign to be installed and revisit item in six months if Commissioners are still receiving complaints.

8. DISCUSSION ON CITIZEN QUESTION: ADDITIONAL HOMESTEAD EXEMPTION FOR LOW INCOME SENIORS WHO MAINTAIN LONG-TERM RESIDENCY ON PROPERTY

Thomas Trask, City Attorney and Aimee Servedio, City Clerk

Item was referred to be discussed at a future Workshop meeting.

9. DISCUSSION ON POSSIBLE ORDINANCE REGARDING THE REMOVAL OF BEACH TENTS

Shane Crawford, City Manager and Pat Krager, Code Enforcement Deputy

CM: This is an ordinance that Deputy Krager has recommended in order to deal with debris and beach tents left on the beach. It creates an eye sore, blocks others from using that area of beach, and is difficult to maneuver the beach rake around.

PW/MD: Right now, Public Works employees are tagging these items and if they are unclaimed, they are seized by the City and either used or scrapped. Most are scrapped because they are flimsy and cheap.

Deputy Krager: Also recommended posting signs at the beach walkovers and working with the Condo Associations to help enforce this ordinance should the Board wish to proceed.

Consensus: Have the CA draft an ordinance to allow for daily removal of beach tents and other large debris.

10. DISCUSSION ON REQUEST FOR NEW POSITION DUE TO PERSONNEL REORGANIZATION

Shane Crawford, City Manager

CM: Explained that although staff is minimal, everyone works very hard and many employees have multiple job titles. With all of the new development and progress made to the City, the Building Department has seen an influx of work. The CSD/BO is working around the clock to do inspections and meeting with developers, whose first stop is the front desk. Because of this, he has decided to move the current Code Enforcement Assistant to the front to be trained as an additional Permit Technician. This leaves an opening in Code that needs to be filled. The new position would be a full-time administrative assistant to help solely with Code Enforcement proceedings.

If the Board is in agreement to approve this change in staffing, the Special Meeting after the Workshop will introduce the authorization to create the new position and the accompanying Budget Amendment to fund this until the next fiscal year begins October 1, 2015.

Consensus: Continue with the scheduled Special Meeting following the Workshop for the authorization of the new position and approval of the Budget Amendment to fund the position.

He is requesting additional positions for part-time counselors for the Childcare Program as well as field maintenance to keep all of the fields green. The City has picked up some 'emergency' sporting tournaments and since this last year many are really starting to hear about the facilities in Madeira Beach. The request is to essentially raise the revenue about \$40,000 and use that increased revenue to add \$40,000 in expenditures for some additional part-time staff.

Mayor: The City is doing local and national events here. He has heard all about the ERD and Madeira Beach in the many councils around the county.

The consensus was to move forward and have the requested changes made to the FY2016 budget.

4. DISCUSSION ON RECREATION EVENT SURCHARGE AND FEES SCHEDULE UPDATE

Doug Andrews, Special Event & Recreation Director

ERD: If you go to any event, there is normally a surcharge for tickets for events. He came to the Board to recommend what surcharge would be appropriate. He recommended that a good place to start would be \$1.50 surcharge to create some revenue for the City.

CM: The City needs to be able to recoup some costs for these large events. The City has other functions besides events and if some profits are made, it can really help make these events worth the time and effort that is required. This would be added to any paid event.

The consensus was to incorporate a \$1.50 surcharge on any paid ticket event.

5. DISCUSSION ON THE PROHIBITION OF TENTS AND PERSONAL BEACH EQUIPMENT AFTER CLOSING OF THE BEACH (MIDNIGHT)

Dave Marsicano, Public Works/Marina Director

Pat Krager, Code Enforcement Deputy

CM: There have been some issues with people leaving tents and other objects on the beach. This creates problems for the Public Works staff when they need to rake and maintain the sand. These tents and poles can also be caught by wind and blown all over the beach. An ordinance to require tents and beach equipment to be pulled up to the coastal construction line. He is asking for consensus to have the CA draft an ordinance.

Mayor Palladeno: He believes a few other cities have similar ordinance requirements, so those can be referenced as well.

The consensus was to move forward and have the City Attorney draft an ordinance for the removal of beach equipment and tents.

D. ADJOURNMENT – The meeting was adjourned at 5:59 p.m.

Date approved: December 1, 2015



Travis Palladeno, MAYOR



Submitted by Aimee Servedio, CITY CLERK



MADEIRA BEACH BOARD OF COMMISSIONERS

March 10, 2016 – Agenda Report

FROM: Sea Marshall-Barley, Administrative Support Specialist

SUBJECT: ORDINANCE 2016-04: “MADEIRA BEACH LEAVE NO TRACE ORDINANCE”

BACKGROUND: This item was first introduced to the Board in earlier this year by the Vice-Mayor and the Community Policing deputy at the January 26, 2016 BOC Workshop. It was explained that boats are left tied up, even in bad weather, and can cause damage to docks and walls.

The consensus at the meeting was to have the City Attorney draft an ordinance that would add restrictions to docking boats on public property.

BUDGETARY
IMPACT: N/A

RECOMMENDED Staff recommends approval of the first reading of Ordinance 2016-04.
BY STAFF:

ATTACHMENT(S): Ordinance 2016-04

RECEIVED: Agenda Report as
submitted by the Support
Specialist on 03/10/2016

Agenda Item: J-5.

ORDINANCE 2016-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 78 OF THE CODE OF ORDINANCES TO CREATE A SECTION PROVIDING FOR UNOBSTRUCTED USE OF PUBLIC DOCKS AND BOAT LAUNCHING RAMPS AND RESTRICTIONS TO THE SECURING OR TYING OF VESSELS TO PUBLIC PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, public docks and boat launching ramps are intended for unobstructed use by residents and visitors alike of the City of Madeira Beach; and

WHEREAS, the tying, securing, docking or anchoring of any boat or vessel to public property without specific authorization to do by the City Manager causes for interference with the public's enjoyment of the public property; and

WHEREAS, City staff has recommended amendments to the City of Madeira Beach Code of Ordinances to provide for docking and unloading regulations; and

WHEREAS, the Board of Commissioners has determined it is necessary to adopt provisions to ensure the unobstructed use of public docks and boat launching ramps and to restrict the securing or tying of vessels to public property.

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

SECTION 1. That Section 78-40 of Article II of Chapter 78 of the Code of Ordinances of the City of Madeira Beach, Florida is hereby created to read as follows:

Sec. 78-40. – Restrictions on use of public property.

- (a) No person shall secure any boat or vessel of any kind to any public dock or boat launching ramp in such a manner as to interfere with the landing or docking of other boats or vessels, except when such boat or vessel is actually engaged in the loading or discharging of persons or freight. No person shall secure, tie, dock or anchor a boat or vessel of any kind in such a manner as to interfere with the use of any public dock or launching ramp.
- (b) No person shall secure, tie, dock, or anchor any boat or vessel of any kind to any public property, including any beach, tree, pole, bulk-head or seawall adjacent to any public right of way or easement, within the city, except public docks or boat launching ramps under those conditions provided in subsection (a) upon the issuance of a permit by the city manager, authorizing specific use of the public property for docking or unloading.
- (c) The limitations in subsection (a) of this section on use of public docks and boat launching ramps shall not be applicable where emergency conditions exist with respect to the boat or vessel using the facility.
- (d) Any boat or vessel of any kind found in violation of this section may be impounded by the city. The city is directed to clearly publish the provisions contained in subsections (a), (b), (c) and (d) of this section on each public dock or public launching ramp. Further, the city shall clearly notify the public that violations of the posted subsections (a), (b) and (c) of this section will result in the impounding of the boat or vessel.

SECTION 2. That this Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF MADEIRA BEACH, FLORIDA, this _____ day of _____, 2016.

APPROVED AS TO FORM:

TOM TRASK, City Attorney

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



MADEIRA BEACH BOARD OF COMMISSIONERS

March 9, 2016 – Agenda Report

FROM: Vincent M. Tenaglia, Assistant City Manager

SUBJECT: **RESOLUTION 2016-12: AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING LOCAL OPTION SALES TAX FUND EXPENDITURES IN THE AMOUNT OF \$110,000; AND PROVIDING FOR AN EFFECTIVE DATE**

BACKGROUND: The City Manager has requested funding for a fishing pier to be installed at the east end of the City Centre campus. At the February 23 workshop, the City Manager discussed the concept of boat slips being installed at the north end of the City Centre campus, with the fishing pier serving as the linchpin to initiate that project.

BUDGETARY IMPACT: The capital improvement program includes \$900,000 for City Centre dock construction (FY 2017 General Fund: \$500,000; FY 2018 Local Option Sales Tax Fund: \$400,000). Approval of this amendment will increase fiscal year 2016 Local Option Sales Tax Fund appropriations in the amount of \$110,000. The capital improvement program will be revised to reduce fiscal year 2018 funding from \$400,000 to \$290,000. The net effect has no impact on long-term fund balance. However, total funding for remaining phases of the City Centre dock construction project will be reduced to \$790,000, which is expected to be insufficient to complete the slip installation project.

Account	Adopted budget	Current request	Total revised
LOCAL OPTION SALES TAX FUND			
Expenditures			
103.9519.6318	\$ -	\$ 110,000.00	\$ 110,000.00
	\$ -	\$ 110,000.00	\$ 110,000.00

RECOMMENDED BY STAFF: The City Manager recommends approval of Resolution 2016-12.

ATTACHMENT(S): Resolution 2016-12

RECEIVED: As submitted to the City Clerk from the Assistant City Manager on 03/10/2016

RESOLUTION 2016-12

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING LOCAL OPTION SALES TAX FUND EXPENDITURES IN THE AMOUNT OF \$110,000; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Madeira Beach Board of Commissioners has approved a municipal budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; and

WHEREAS, Section 10.5 of the Madeira Beach City Charter authorizes the Board of Commissioners to amend the adopted budget by resolution; and

WHEREAS, the Board of Commissioners desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA:

Section 1. The Board of Commissioners authorizes an increase to Local Option Sales Tax Fund expenditures, in the amount of \$110,000.

Section 2. The Board of Commissioners authorizes staff to allocate the budget amendment pursuant to the account level detailed provided as Exhibit A.

Section 3. This resolution shall become effective immediately upon its adoption.

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INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,
THIS ____ day of _____,2016.

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk

Resolution 2016-12: Exhibit A

Account	Adopted budget	Current request	Total revised
LOCAL OPTION SALES TAX FUND			
Expenditures			
103.9519.6318	\$ -	\$ 110,000.00	\$ 110,000.00
	<u>\$ -</u>	<u>\$ 110,000.00</u>	<u>\$ 110,000.00</u>



MADEIRA BEACH BOARD OF COMMISSIONERS

March 9, 2016 – Agenda Report

FROM: Vincent M. Tenaglia, Assistant City Manager

SUBJECT: **AUTHORIZATION OF EXPENDITURES TO SPEELER FOUNDATIONS, INC., IN THE AMOUNT OF \$110,000, FOR FISHING PIER CONSTRUCTION**

BACKGROUND: Resolution 2016-12 provides funding for the construction of a fishing pier at the east end of the City Centre campus. The City Manager has requested to waive the bid process for this project and enter into an agreement with Speeler Foundations, Inc.

BUDGETARY Funding is contingent upon adoption of Resolution 2016-12.
IMPACT:

RECOMMENDED The City Manager recommends approval. The Board of Commissioners, upon
BY STAFF: recommendation of the City Manager, may waive the bid procedures by four-fifths vote whenever the strict imposition of such procedures would not be in the best interests of the City. Such waiver shall be by motion.

ATTACHMENT(S): Speeler Foundations, Inc. proposal dated March 1, 2016

RECEIVED: As submitted to the City
Clerk from the Assistant City Manager
on 03/10/2016

Agenda Item: J – 6a

Speeler Foundations, Inc.

6111 142nd Ave North Clearwater, FL 33760

727-535-5735 (Phone) 727-535-6041 (Fax)

Marine Specialty License – License # C-8853 & C-6981

CONTRACT

City of Madeira Beach
301 Municipal Dr.
Madeira Beach, FL. 33708

Date: March 1, 2016
Site: Same – Fishing Pier
Ph: 391-9951 x 228 E: scrawford@madeirabeachfl.gov

Description of Work: Set piling and construct a new public fishing pier as follows: an 8' X 190' walkway connected to an 8' X 58' "T"-head. Includes handrail along entire perimeter except walkway opening. Piling to be 7.5" to 8" tip minimum **2.5 CCA** treated and **hammer driven**. All piling to be wrapped. Framing lumber to be **2" x 8" pressure treated**. Caps to be **2" X 10" pressure treated**. Caps and double outside stringers to be through-bolted with 5/8" **hot-dipped** galvanized bolts. Deck to be **composite** and screwed down with **304 stainless steel screws**. Dock to be approximately 1,984 square feet. Work to be as shown on drawing dated 9/24/15. Amount to be paid by the City of Madeira Beach.
.....\$ **110,000.00**

Note: Price does not include any permit fees that may be assessed.

Note: There is a 5% contingency for unforeseen issues.

Payment to be made as follows: **PAYMENT TERMS TO BE DETERMINED.** PLEASE NOTE THAT PAYMENT IS TO BE MADE BY CHECK. CREDIT CARDS ARE NOT ACCEPTED.

THIS CONTRACT AMOUNT IS BASED ON JETTING AND DRIVING PILING, ANY ADDITIONAL METHOD USED TO OBTAIN MINIMUM PENETRATION WILL REQUIRE ADDITIONAL CHARGES. IF GEOLOGICAL CONDITIONS PREVENT SPEELER FOUNDATIONS, INC. FROM COMPLETING SPECIFIED WORK, THE COST OF SUCH WORK WILL BE DEDUCTED FROM THE CONTRACT AMOUNT AS APPROPRIATE. SPEELER FOUNDATIONS, INC. WILL NOT BE OBLIGATED TO COMPLETE FURTHER WORK BEYOND THEIR CAPABILITIES. THIS CONTRACT MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 45 DAYS. A LABOR AND MATERIAL PRICE INCREASE MAY APPLY IF THE WORK IS NOT COMPLETED WITHIN NINETY DAYS OF THE CONTRACT DATE.

Please note: All dimensions are approximations. Final dimensions may be different than drawn dimensions due to material variations and trimming.

This contract does not include any utility work unless specifically stated above.

Please note: We have federal insurance coverage, USL & H and Jones Act.

At the time of installation, the cables for a boatlift are cut and installed in accordance with the water depth and the contour of the soil below the lift. If any dredging or "blowing out" of the slip is going to take place, please inform us before we install your boatlift so that the cables are cut at the correct length. Any change to the cable length after the boatlift is installed, for any reason, will be at the expense of the customer. By signing below you acknowledge that you understand this agreement.

CHAPTER 558 NOTICE OF CLAIM: CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

SPEELER FOUNDATIONS, INC.

Purchaser

Date

By: Doug Speeler

TERMS AND CONDITIONS

(1) **DEFINITIONS:** As used in this Contract, SPEELER FOUNDATIONS, INC. and CONTRACTOR shall mean the party authorized to perform the work described above under the terms of this Contract. PURCHASER, as used in this Contract, shall mean the owner of the real or personal property upon which the furnishing of labor or materials is authorized, or the owner's authorized agent or assigns who shall authorize such work under this Contract.

(2) **CHANGES:** CONTRACTOR shall make all alterations, furnish the materials for and perform all extra work or omit any work which PURCHASER may require without modifying any other provision of this Contract at a reasonable addition to or reduction from the Contract price herein. PURCHASER specifically agrees to pay for all changes which he may authorize, either orally or in writing, which are not a part of this Contract.

If during the performance of services hereunder, any unforeseen hazardous substances, conditions or occurrences are encountered, which in the sole judgment of CONTRACTOR significantly affects or may affect either the services to be performed hereunder, the risk involved in providing the services, or the recommended scope of the services, CONTRACTOR will notify PURCHASER and, subsequent to such notification, may (a) if practicable, in the sole judgment of CONTRACTOR, complete the original scope of services in accordance with the procedures originally outlined in this Contract; or (b) agree with PURCHASER to modify the scope of services and the estimate of changes to include the previously unforeseen conditions or occurrences, such revisions to be in writing and signed by the parties hereto; or (c) terminate the services effective on the date specified by the parties hereto in writing; or (d) suspend the services to be provided hereunder if it becomes necessary for PURCHASER to employ other parties to complete work necessitated by the unforeseen hazardous substances, conditions or occurrences. These unforeseen hazardous substances, conditions or occurrences shall include, but not be limited to, discovery of asbestos related products.

(3) **WARRANTIES:** CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, OTHER THAN STATED ON THE FACE OF THIS CONTRACT INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY SUCH WARRANTIES IN CONNECTION WITH THE FURNISHING OF MATERIALS OR LABOR UNDER THE TERMS OF THIS CONTRACT.

CONTRACTOR SPECIFICALLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE DESIGN OR MANUFACTURE OF ANY MATERIALS FURNISHED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF PROPERTY, LOST PROFITS, PERSONAL INJURY AND OTHER INCIDENTAL AND CONSEQUENTIAL DAMAGES.

(4) **DISPUTES:** In the event of any lawsuit arising out of this Contract, or the work to be performed thereunder, the venue of such suit shall lie in Pinellas County, Florida, and PURCHASER waives whatever rights he may have in the selection of venue. The prevailing party shall be entitled to recover from the losing party all costs of any litigation to enforce or defend any provision of this Contract, including any and all appeals filed on behalf of either party. Such costs shall include, but are not limited to, a reasonable attorney's fee and expert witness fees. This Contract shall be governed by the laws of the State of Florida.

(5) **DELAYS:** CONTRACTOR shall not be liable to PURCHASER for delay in the work hereunder by the act, neglect or fault of PURCHASER, or by reason of fire or other casualty, or on account of riots, strikes, or other combined action of the workmen or others, or on the account of any acts of God, or any other cause beyond CONTRACTOR'S control, including the unavailability or delay in the delivery of materials.

(6) **INTEREST ON UNPAID BALANCE:** Should PURCHASER fail to timely make any payment hereunder, interest shall be charged on the unpaid principal balance at the rate of 1-1/2% per month until paid.

(7) **OWNERSHIP OF FURNISHED MATERIALS:** All materials which are furnished pursuant to the provisions of this Contract shall remain the property of CONTRACTOR until they have been fully paid for. Such materials shall not be subject to any bankruptcy or insolvency proceedings of PURCHASER unless all payments hereunder have been made.

(8) **ACCEPTANCE AND FINAL PAYMENT:** PURCHASER'S acknowledgment of, or acceptance of any labor or materials furnished pursuant to the terms of this Contract, shall constitute PURCHASER'S acceptance of said labor and materials and the making of the Final Payment hereunder shall constitute a waiver of all claims which PURCHASER has, or may have, against CONTRACTOR.

(9) **ASSOCIATION APPROVAL:** PURCHASER hereby warrants that any approvals required by a homeowner association or condominium association for the work to be performed hereunder have been secured prior to the date of the contract. CONTRACTOR assumes no responsibility for obtaining such approval or for work done without such approval.

(10) **BINDING EFFECT AND SEVERABILITY:** This Contract shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto. Should any provision or portion of this Contract be adjudged invalid, illegal, unconscionable or in conflict with any law of the state of Florida, the validity, legality and enforceability of all remaining portions and provisions of this Contract shall not be affected or impaired thereby.

(11) **WORK TO BE PERFORMED BY OTHERS:** **All lift wiring must be performed by an approved electrician in order for any warranty provisions to be enforceable hereunder.** Any work required to be done by other trades outside the scope of Contractor's license, shall be done either through such trade's direct contract with the Owner or as a Subcontract with Contractor. Such Subcontract shall constitute a change order hereunder for the direct costs of either such contract, plus an allowance of 20% to the Contractor for overhead, supervision and profit.

(12) **CONSTRUCTION INDUSTRIES RECOVERY FUND:** PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 7690 ARLINGTON EXPRESSWAY, SUITE 300, JACKSONVILLE, FLORIDA 32211-7467, TELEPHONE (904) 359-6310.

(13) **ENTIRE AGREEMENT:** This Contract contains all of the terms and conditions as agreed by the parties hereto, and no other agreements, instruments or papers, oral or otherwise, respecting the subject matter of this Contract, shall be deemed to exist or to bind any of the parties hereto, subject to the provisions of paragraph (2) herein.

Purchaser Initials

IMPORTANT NOTICE

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 NORTH MONROE ST SUITE 42 TALLAHASSEE, FL. 32388-2202 PHONE: 850-487-1395

Purchaser Initials

Please read the following items, initial each one, and return this document.

- _____ 1) I have reviewed the print for the dock and/or boatlift and acknowledge the specifications such as the location on my lot, size, and elevations.
- _____ 2) I acknowledge that all dimensions are approximate and may vary due to construction materials and trimming.
- _____ 3) I acknowledge that any changes made to the design will be at my expense.
- _____ 4) Speeler Foundations, Inc. is not responsible for any utilities. It is the homeowner's responsibility to contract and schedule for all electrical and plumbing work.
- _____ 5) All electrical components that come with a lift will be stored at Speeler Foundations, Inc. until the authorized electrician or the customer signs a release form to obtain them.
- _____ 6) Speeler Foundations, Inc. work is complete and payment is due even if the utilities or permit inspections are not complete.
- _____ 7) You must remove any items from your dock that you would like to keep such as light fixtures, utilities, fish tables, ladders, etc. before Speeler Foundations, Inc. will begin the wreck and removal of your dock.

SPEELER FOUNDATIONS, INC.
6111 142nd Avenue North
Clearwater, FL 33760
(727) 535-5735
FAX (727) 535-6041

JOB: Madeira Beach Fishing Pier
SHEET NO: 1 OF 1
CALCULATED BY: H.B.
CHECKED BY:
SCALE: 1"=30' (U.N.O.)

DATE: 9/24/15
DATE:

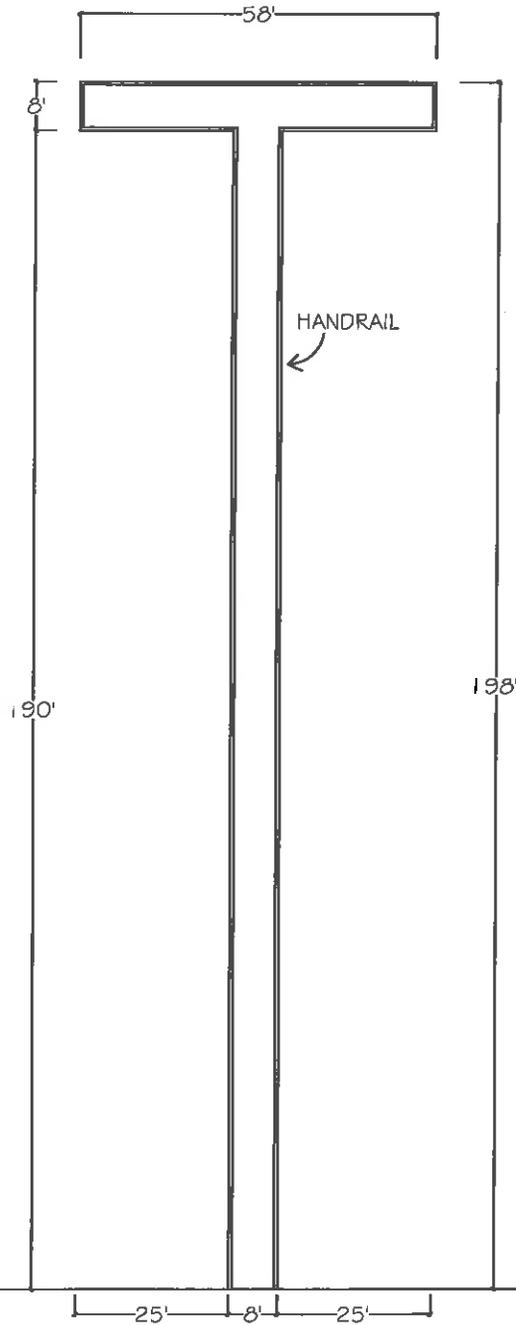
QUALITY MATERIALS
TIMBER PILING
2.5 C.C.A. SALT TREATED
BOAT LIFT AND TIE PILING
HAMMER DRIVEN

OUTSIDE STRINGERS DOUBLE
2x8 PRESSURE TREATED
BOLTED WITH 5/8" GALVANIZED BOLTS

INTERMEDIATE STRINGERS
2FT. ON CENTERS MAX.

DECKING 2x6 .40 ACQ #1 DENSE
FASTENED WITH STAINLESS STEEL SCREWS

DECKING OPTIONS
* AZEK PVC



X _____
(CUSTOMER SIGNATURE OF APPROVAL)

Speeler Foundations, Inc.

6111 142nd Ave North Clearwater, FL 33760
727-535-5735 (Phone) 727-535-6041 (Fax)
Marine Specially License – License # C-8853 & C-6981

CONTRACT

City of Madeira Beach c/o Dave Marsicano
301 Municipal Dr.
Madeira Beach, FL 33708

Date: October 2nd 2015
Site: "A" Dock
Ph: 399-2631 Email: dmarsicano@madeirabeachfl.gov

Description of Work: Wreck and remove "A" Dock. Set piling and rebuild dock with modifications as follows: a 7' X 290' walkway connected to a 5' X 57'-6" "T"-head, five (5) 2' X 12' catwalks and nine (9) 2' X 20' catwalks. Piling to be 7.5" to 8" tip minimum 2.5 CCA treated and hammer driven. Framing lumber to be 2" x 10" pressure treated. Caps to be 2" X 10" pressure treated. Caps and double outside stringers to be through-bolted with 5/8" hot-dipped galvanized bolts. Deck to be Azek Harvest Collection PVC and screwed down with 304 stainless steel screws. Dock "A" to be approximately 2,822 square feet and consist of thirty (30) slips. Work to be as shown on permit drawing dated 8/27/15.
..... \$ 509,682.60

Note: The above price is based on the per square foot price used for the Madeira Beach "B" Dock dated 9/18/14 and St. Pete Beach Merry Pier contract dated 3/26/2013.

The above work will be completed in accordance with the terms, conditions and specifications herein, for the sum of: FIVE HUNDRED NINE THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS AND 60/100 (\$509,682.60). Payment to be made as follows: **PROGRESS PAYMENTS AS REQUESTED / AGREED ON WITH REMAINING BALANCE UPON COMPLETION.** PLEASE NOTE THAT PAYMENT IS TO BE MADE BY CHECK. CREDIT CARDS ARE NOT ACCEPTED.

THIS CONTRACT AMOUNT IS BASED ON JETTING AND DRIVING PILING. ANY ADDITIONAL METHOD USED TO OBTAIN MINIMUM PENETRATION WILL REQUIRE ADDITIONAL CHARGES. IF GEOLOGICAL CONDITIONS PREVENT SPEELER FOUNDATIONS, INC. FROM COMPLETING SPECIFIED WORK, THE COST OF SUCH WORK WILL BE DEDUCTED FROM THE CONTRACT AMOUNT AS APPROPRIATE. SPEELER FOUNDATIONS, INC. WILL NOT BE OBLIGATED TO COMPLETE FURTHER WORK BEYOND THEIR CAPABILITIES. THIS CONTRACT MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 45 DAYS. A LABOR AND MATERIAL PRICE INCREASE MAY APPLY IF THE WORK IS NOT COMPLETED WITHIN NINETY DAYS OF THE CONTRACT DATE.

Please note: All dimensions are approximations. Final dimensions may be different than drawn dimensions due to material variations and trimming.

This contract does not include any utility work unless specifically stated above.

Please note: We have federal insurance coverage, USL & H and Jones Act.

At the time of installation, the cables for a boatlift are cut and installed in accordance with the water depth and the contour of the soil below the lift. If any dredging or "blowing out" of the slip is going to take place, please inform us before we install your boatlift so that the cables are cut at the correct length. Any change to the cable length after the boatlift is installed, for any reason, will be at the expense of the customer. By signing below you acknowledge that you understand this agreement.

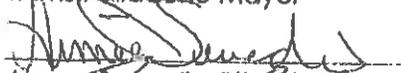
CHAPTER 558 NOTICE OF CLAIM: CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.


Shane B. Crawford-City Manager

SPEELER FOUNDATIONS, INC.


By: Doug Speeler


Travis Palladeno-Mayor


Aimee Sarvedio-City Clerk


Thomas J. Trask, Esquire-City Attorney

Speeler Foundations, Inc.

6111 142nd Ave North Clearwater, FL 33760
727-535-5735 (Phone) 727-535-6041 (Fax)
Marine Specialty License – License # C-8853 & C-6981

CONTRACT

City of Madeira Beach c/o Dave Marsicano
301 Municipal Dr.
Madeira Beach, FL. 33708

Date: September 18, 2014
Site: "B" Dock
Ph: 399-2631 Email: dmarsicano@madeirabeachfl.gov

Description of Work: Wreck, remove, and reconstruct "B" Dock and four (4) finger piers. Piling to be 7.5" to 8" tip minimum **2.5 CCA** treated and **hammer driven**. Framing lumber to be **2" x 10" pressure treated**. Caps to be **2" X 10" pressure treated**. Caps and double outside stringers to be through-bolted with **5/8" hot-dipped** galvanized bolts. Deck to be **Azek Harvest Collection PVC** and screwed down with **304 stainless steel screws**. Dock "B" to be approximately 2,200 square feet and consist of twenty-eight (29) slips. Work to be as shown on permit drawing dated 06/18/14. **\$ 398,869.00**

Note: The above price is based on the per square foot price used for the St. Pete Beach Merry Pier contract dated 3/26/2013.

Note: Construction to commence on or before October 15, 2014 and be complete within 120 calendar days.

Payment to be made as follows: 25% upon mobilization, 25% after installation of piling, final 50% due upon completion and inspection.

The above work will be completed in accordance with the terms, conditions and specifications herein, for the sum of: THREE HUNDRED NINETY EIGHT THOUSAND EIGHT HUNDRED SIXTY NINE DOLLARS AND 00/100 (\$398,869.00). Payment to be made as follows: **AS STATED ABOVE**. PLEASE NOTE THAT PAYMENT IS TO BE MADE BY CHECK. CREDIT CARDS ARE NOT ACCEPTED.

THIS CONTRACT AMOUNT IS BASED ON JETTING AND DRIVING PILING, ANY ADDITIONAL METHOD USED TO OBTAIN MINIMUM PENETRATION WILL REQUIRE ADDITIONAL CHARGES. IF GEOLOGICAL CONDITIONS PREVENT SPEELER FOUNDATIONS, INC. FROM COMPLETING SPECIFIED WORK, THE COST OF SUCH WORK WILL BE DEDUCTED FROM THE CONTRACT AMOUNT AS APPROPRIATE. SPEELER FOUNDATIONS, INC. WILL NOT BE OBLIGATED TO COMPLETE FURTHER WORK BEYOND THEIR CAPABILITIES. THIS CONTRACT MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 45 DAYS. A LABOR AND MATERIAL PRICE INCREASE MAY APPLY IF THE WORK IS NOT COMPLETED WITHIN NINETY DAYS OF THE CONTRACT DATE.

Please note: All dimensions are approximations. Final dimensions may be different than drawn dimensions due to material variations and trimming.

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At the time of installation, the cables for a boatlift are cut and installed in accordance with the water depth and the contour of the soil below the lift. If any dredging or "blowing out" of the slip is going to take place, please inform us before we install your boatlift so that the cables are cut at the correct length. Any change to the cable length after the boatlift is installed, for any reason, will be at the expense of the customer. By signing below you acknowledge that you understand this agreement.

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Shane B. Crawford-City Manager


Travis Palladeno-Mayor


Aimee Servedio-City Clerk


Thomas J. Trask, Esquire-City Attorney

SPEELER FOUNDATIONS, INC.

By: Doug Speeler

RESOLUTION 2016-13

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR FLORIDA BOATING IMPROVEMENT PROGRAM FUNDS ADMINISTERED BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, TO ASSIST WITH THE CREATION OF NEW PUBLIC TRANSIENT BOATING FACILITIES AT CITY CENTRE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Madeira Beach recognizes that public transient boating facilities offer value-added amenities for the regional boating community, and also provide an important stimulus for revitalization for the local community; and

WHEREAS, the recent real estate trend for residential waterfront development has severely impacted the availability of public transient boat facilities in Pinellas County; and

WHEREAS, the City of Madeira Beach recognizes this deficiency and desires to help address it by constructing new public transient boating facilities;

WHEREAS, the City of Madeira Beach has identified the City Centre area as an economically beneficial location for such facilities; and

WHEREAS, the City of Madeira Beach desires to apply for a grant from the Florida Boating Improvement Program to assist with the design, engineering, and permitting of such facilities; and

WHEREAS, these facilities will include tie-up facilities for temporary use for transient non-trailerable recreational vessels; and

WHEREAS, these facilities will be located on navigable waters, available to the public, and designed, constructed, and renovated to last at least 20 years; and

WHEREAS, the City of Madeira Beach commits to make available any necessary matching funds and in-kind staff services for the receipt of a Florida Boating Improvement Program award.

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

SECTION 1. The City Manager is authorized to apply for and administer a Florida Boating Improvement Program grant from the Florida Fish and Wildlife Conservation Commission on behalf of the City of Madeira Beach.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,
THIS _____ day of _____, 2016.

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk

RESOLUTION 2016-14

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR FLORIDA BOATING IMPROVEMENT PROGRAM FUNDS ADMINISTERED BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, TO ASSIST WITH THE CREATION OF NEW PUBLIC TRANSIENT BOATING FACILITIES AT JOHN'S PASS VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Madeira Beach recognizes that public transient boating facilities offer value-added amenities for the regional boating community, and also provide an important stimulus for revitalization for the local community; and

WHEREAS, the recent real estate trend for residential waterfront development has severely impacted the availability of public transient boat facilities in Pinellas County; and

WHEREAS, the City of Madeira Beach recognizes this deficiency and desires to help address it by constructing new public transient boating facilities;

WHEREAS, the City of Madeira Beach has identified the John's Pass Village businesses district as an economically beneficial location for such facilities; and

WHEREAS, the City of Madeira Beach desires to apply for a grant from the Florida Boating Improvement Program to assist with the design, engineering, and permitting of such facilities; and

WHEREAS, these facilities will include tie-up facilities for temporary use for transient non-trailerable recreational vessels; and

WHEREAS, these facilities will be located on navigable waters, available to the public, and designed, constructed, and renovated to last at least 20 years; and

WHEREAS, the City of Madeira Beach commits to make available any necessary matching funds and in-kind staff services for the receipt of a Florida Boating Improvement Program award.

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

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SECTION 2. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,

THIS _____ day of _____, 2016.

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk



MADEIRA BEACH BOARD OF COMMISSIONERS

March 9, 2016 – Agenda Report

FROM: Vincent M. Tenaglia, Assistant City Manager

SUBJECT: **AUTHORIZATION OF CHANGE ORDER INCREASE TO CPWG PURCHASE AGREEMENT NO. 15000232, IN THE AMOUNT OF \$110,434, FOR GULF BLVD. IMPROVEMENT PROJECT ADDITIONS**

BACKGROUND: The Board of Commissioners authorized a contract with CPWG on August 11, 2015 in the amount of \$1,574,023 for the first phase of utility undergrounding construction on Gulf Blvd., from 150th to 155th Ave. The contract was established on a guaranteed maximum price basis, given the specifications upon agreement. The City Manager has requested to expand the scope of the CPWG contract to include the following:

Bollard lighting installation at pedestrian crossings:	\$	40,000
Conversion from HPS to LED lighting, design:	\$	6,654
Conversion from HPS to LED lighting, construction:	\$	63,780
	\$	<u>110,434</u>

BUDGETARY IMPACT: The FY 2016 budget includes \$1,335,373 for Gulf Blvd. Improvements. The original intent of this funding was to extend the utility undergrounding project as far south as possible using beautification funding from Pinellas County. Any expansion to the scope of the project between 150th and 155th Ave. limits the City's ability to extend the project farther south.

RECOMMENDED BY STAFF: If the current request is approved by the Board of Commissioners, it is Finance staff's recommendation to proceed using the remaining beautification funding from Pinellas County, and to establish expectations for the remaining project phases. The current capital improvement program assumes borrowing \$3,500,000 in FY 2017 to fund future project phases, which is expected to be insufficient to complete the entire Gulf Blvd. corridor.

ATTACHMENT(S): Change order proposals

RECEIVED: As submitted to the City
Clerk from the Assistant City Manager
on 03/10/2016



March 6, 2016

Mr. Shane Crawford
City Manager
Madeira Beach, FL
300 Municipal Dr.
Madeira Beach, FL 33708

**Re: Scope of Professional Services
Conversion from High Pressure Sodium (HPS) to LED Lighting,
Design, Construction and Permitting along Gulf Boulevard from
south of 150th Avenue to 155th Avenue**

Dear Mr. Crawford,

CPWG is pleased to present the following scope of services to revise the permitted design for High Pressure Sodium Lighting to LED Lighting along Gulf Boulevard. The design tasks include: coordinating street lighting enhancements with Duke and Madeira, redesign of the permitted plans and to obtain a permit revision from FDOT. The change to LED Lighting added 12 light poles and increased the length of the project to south of Tom Stuart Causeway (150th) to include the approach to the signalized intersection meeting FDOT Lighting Requirements. This construction will be included in the current Construction Administration. Also included will be coordination with property owners to obtain easements or find alternate locations for transformers and switchboxes, coordination with utility companies to facilitate the conversion to underground utilities, coordination with the public/Condo Associations regarding undergrounding, lighting enhancement and other amenities, and construction administration services for Phase II to continue undergrounding the remaining length of Madeira Beach.

Conversion from HPS to LED Lighting includes the following:

- Coordinate with Duke for the lighting analysis layout approved by FDOT.
- Incorporate the approved layout into the permitted Duke drawings, revise the drawings to adjust and include new light pole locations.
- Submit the revised drawings to FDOT for a Permit Revision.

The proposal includes the design, permitting and coordination of the following:

1. Coordinate Street Light Enhancements with Duke and the City of Madeira Beach
2. Redesign from HPS to LED Lighting
3. Permit Revisions with FDOT
4. Utility Undergrounding Construction Administration
5. Construction

1. Coordinate Street Light Enhancements with Duke and the City of Madeira Beach

Duke proposed utilizing LED lighting in place of the current HPS lighting under permit for the current project. The change was coordinated with the City and the LED option was preferred. Duke submitted the lighting analysis to FDOT Design and got the LED layout approved. CPWG has incorporated this layout into the Duke Permitted Design for editing and plans preparation for Permit Submittal to FDOT.

2. Redesign from HPS to LED Lighting

Duke's new layout for LED Lighting did not match up to the HPS Lighting permitted with FDOT. CPWG has to redesign and add new work (12 new light poles) that extend the project to south of 150th per the FDOT approved layout. The Duke plan set will be revised for submittal to FDOT for a Permit Revision to the existing permit.

3. Permit Revisions with FDOT

CPWG submitted the revised plans to FDOT for review. CPWG coordinated back and forth with FDOT to clarify details of all new work, changes to the previous locations, etc. to reduce review time. CPWG will provide additional information to FDOT through the online portal as necessary to obtain the Permit Revision.

4. Utility Undergrounding Construction Administration

There on no hours included for this task. This work has also been included with the current Construction Administration.

5. Construction

CPWG's cost extended from the increase in the length of the project south of the previous limits (500' south of Tom Stuart Causeway/150th Avenue) that includes full illumination of the intersection meeting FDOT Requirements; increase of 12 new light pole location starting at Archibald Park; removal and replacement of sidewalk; excavation, compaction and backfill; new directional bore of 2 – 2" conduits; new conduit only and an increase in directional bore size; inlet protection in the new area; maintenance of traffic, sod for disturbed areas; and as-built survey. This construction will take place simultaneously with the ongoing construction project by CPWG.

Compensation

This work order will be lump sum compensation for engineering and construction. Engineering fee is \$6,654.00 and Construction is \$63,780.00

Sincerely,



Steve Tarte
Principal

**Cost Breakdown by Task and Personnel
Redesign from HPS to LED Lighting 150th to 155th Gulf Boulevard**

		\$ 155.00	\$ 135.00	\$ 75.00	\$ 45.00	
Task	Description	Principal	Project Engineer	Senior Tech/Field Tech	Clerical Support	Total Cost
Task 1	Coordinate Street Light Enhancements	1	4	2		\$ 845.00
Task 2	Undergrounding Design Plans					
	Redesign from HPS to LED Lighting	1	4	16		\$ 1,895.00
						\$ -
Task 3	Permit Revision with FDOT		4			\$ 540.00
Task 4	Construction Administration	0	0		0	\$ -
	Sub Total	2	12	18	0	\$ 3,280.00
	Reimbursables					\$94.00
	Sub Total					
	TOTAL					\$ 6,654.00

MADEIRA CONVERSION TO LED CONSTRUCTION COST

Pay Item	Description of Item	Unit	QUANTITY	UNIT COST	TOTAL COST	%
CPWG-2	Control Survey	LS	1	\$500	\$500	0.8
CPWG-6	Record Drawings w/Survey	LS	1	\$2,000	\$1,500	2.4
102-1	MOT	LS	1	\$400	\$400	0.6
104-17	INLET PROTECTION SYSTEM	EA	4	\$346	\$1,384	2.2
110-1-0	CLEARING AND GRUBBING - CONCRETE REMOVAL	SY	11	\$57	\$631	1.0
522-2	CONCRETE SIDEWALK 6" THICK	SY	11	\$158	\$1,738	2.7
630-2-11	OPEN TRENCH , BACKFILL W/COMPACTION UP TO 15 CONDUITS □	LF	45	\$245	\$11,025	17.3
	CONDUIT, F&I, DIRECTIONAL BORE					0.0
630-2-12	2 - 2" CONDUIT ONLY ON WEST SIDE OF GULF, TO EXTEND SOUTH IN ANOTHER BORE	LF	1000	\$5	\$5,000	7.8
630-2-12	2 - 2"	LF	1100	\$15	\$16,500	25.9
630-2-12	2" conduit	LF	4200	\$2	\$8,400	13.2
630-2-12	2" sweeps	EA	50	\$8	\$400	0.6
SP-1	SOD	SF	50	\$6	\$293	0.5
				Duke Energy	\$10,059	15.8
				CPWG	\$2,000	3.1
				Sub-Contractors	\$45,770	71.8
				3% Insurance	\$1,373	2.2
				SUB TOTAL	\$59,203	92.8
				10% CPWG Profit	\$4,577	7.2
				TOTAL	\$63,780	100.0



USA Voltage LLC, Electrical Contractors

11060 70th Ave. Seminole, FL33772

License EC13004856

727-798-9501

Job #15-135

Change order request 1

02-17-16

Customer Information:

CPWG Engineering
708 Lithia Pinecrest Road STE 101
Brandon, FL 33510
813-361-2644

Project Information:

Madeira Beach
Landscape lighting

Scope:

Bollard lighting at cross walks

Option 1:

- Supply and install 16 specified LED Bollard fixtures (See attached cut sheet)
- Supply concrete bases
- Extend conduits and circuits to bollards

Option #01 = \$36,865.00

Labor & material.....	\$16,000.00
Fixture cost.....	\$19,500.00
Sales tax.....	\$1,365.00
Total option 1.....	\$36,865.00

CPWG
OH&P e 7% = \$2,581.00

\$39,446.00

Option 2:

- Supply and install 16 Alternate LED Bollard fixtures (See attached cut sheet)
- Supply concrete bases
- Extend conduits and circuits to bollards

Labor & material.....	\$16,000.00
Fixture cost.....	\$15,840.00
Sales tax.....	\$1,108.00
Total option 2.....	\$32,948.00

Option 1

SPB – Spectra™ Bollard

TYPE

FINISH

Fixture finish shall consist of a five stage pretreatment regimen with a polymer primer sealer, oven dry, off and top coated with a Thermoseal Super TGIC polyester powder coat. The finish shall meet the AAMA 605.2 performance specification which includes passing a 5000 hour salt spray test for corrosion resistance.

CERTIFICATION

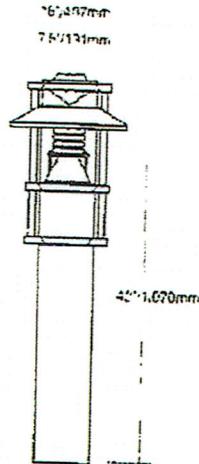
Fixtures shall be listed with ETL for outdoor wet location use. UL1598 and Candelabra CSA Std. C22.2 no.250

WARRANTY / TERMS AND CONDITIONS OF SALE

Download <http://www.luxovalighting.com/resources/warranty/>

AAL reserves the right to change product specifications without notice

DIMENSIONS



SPB

WATTAGE: 80

LUMEN OUTPUT 3753

EFFICACY: 70

B2 U4 G3

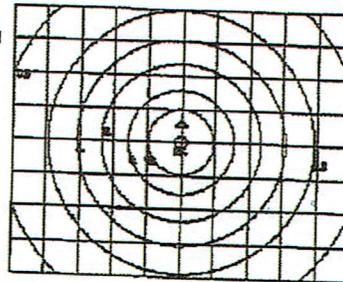
FORWARD LIGHT		LUMEN
FL	30	2.6% 146
FM	60	9.2% 515
FH	80	9.7% 545
FVH	90	4.6% 260

BACK LIGHT

BL	30	2.6% 146
BM	60	9.2% 515
BH	80	9.7% 545
BVH	90	4.6% 260

UPLIGHT

UL	100	5.1% 286
UH	180	9.4% 529



UPLIGHT 21.8%
DOWNLIGHT 78.2%

4' MOUNTING HEIGHT

SPB 12LED BW

WATTAGE 14.8

LUMEN OUTPUT 719

EFFICACY: 48.5

B0 U3 G1

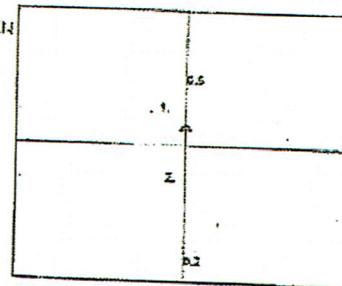
FORWARD LIGHT		LUMEN
FL	30	3.6% 26
FM	60	13.4% 96
FH	80	15.3% 110
FVH	90	8.1% 58

BACK LIGHT

BL	30	3.6% 26
BM	60	13.4% 96
BH	80	15.3% 110
BVH	90	8.1% 58

UPLIGHT

UL	100	11.7% 84
UH	180	7.4% 53



UPLIGHT 19.1%
DOWNLIGHT 80.9%

4' MOUNTING HEIGHT

IES files can be found at www.aal.net



ARCHITECTURAL AREA LIGHTING
16556 East Gate Ave | City of Industry | CA 91745
P 626.968.5666 | F 626.359.2695 | www.aal.net
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FRONTIER LIGHTING™

Florida's Number One Supplier of Lighting!™

2090 PALMETTO STREET
CLEARWATER, FL 33765
P: 727-447-7676
F: 727-447-7971



Option 1 Quotation

QUOTE DATE	QUOTE NUMBER
02/16/16	S1783769
CUSTOMER PO#	RELEASE#
USA VOLTAGE	MADEIRA BEACH
PLEASE REMIT PAYMENT TO	FRONTIER LIGHTING, INC. 2090 PALMETTO STREET CLEARWATER, FL 33765

QUOTE TO:

*****CASH SALE BILL-TO ONLY
CLEARWATER, FL 33765**

SHIP TO:

*****CASH SALE- CLEARWATER BRANCH
CLEARWATER, FL 33765**

CUSTOMER NUMBER	ORDERED BY	QUOTE DATE	SHIP DATE	TERMS	
27	DARRELL	02/16/16		C.O.D.	
WRITER	SALESPERSON	SHIP VIA			
DAN SMITH	48	WC WILL CALL			
LN	Order Quantity	Ship Quantity	Part# / Description	NET PRC	EXT PRC
1	16ea		SPB-12LEDBW-MAL-120/277 14.8W 120-277V 5000K LED BOLLARD 719 LUMENS	0.000	0.00
2	1ea		** Non Stock Not Returnable ** *FREE FREIGHT/ FREE SHIPPING CHARGES	0.000	0.00
3	1ea		LOTPRICE LOT PRICE BILLING TAXES NOT INCLUDED	19500.000	19500.00
Subtotal				19500.00	
S&H CHGS				0.00	
Amount Due				19500.00	

THIS IS A QUOTATION

Prices are firm for 30 days, subject to change without notice after 30 days.

APPLICABLE TAXES EXTRA!