

**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, JUNE 14, 2016

COMMISSION CHAMBERS

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE – COMMISSIONER TERRY LISTER

C. ROLL CALL

D. APPROVAL OF THE MINUTES

E. APPROVAL OF THE AGENDA

DAIS LOG REVIEW

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

G. CONSENT AGENDA – NONE

H. UNFINISHED BUSINESS

1. [ORDINANCE 2016-05](#)

A SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING ARTICLE IV OF CHAPTER 42 OF THE CODE OF ORDINANCES RELATING TO SYNTHETIC DRUGS; PROVIDING FOR INTENT, DEFINITIONS, SYNTHETIC DRUG SUBSTANCE DETERMINATION, PROHIBITED ACTS, ENFORCEMENT AND PENALTIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

I. CONTRACTS/AGREEMENTS

1. APPROVAL OF AGREEMENT WITH PINELLAS COUNTY SCHOOL BOARD REGARDING BICENTENNIAL PARK
2. APPROVAL OF JOINT USE AGREEMENT WITH PINELLAS COUNTY SCHOOL BOARD
3. APPROVAL OF EMERGENCY MEDICAL SERVICES CONTINUING MEDICAL EDUCATION AGREEMENT
4. AUTHORIZATION TO EXECUTE FINANCIAL AUDIT ENGAGEMENT LETTER FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016 WITH WELLS, HOUSER & SCHATZEL, PA IN ACCORDANCE WITH RFP NO. 15-1100.
5. AWARD OF RFP 2016.01 (MADEIRA BEACH FERRY SERVICES) TO HUBBARD'S MARINA.

J. NEW BUSINESS

1. [DEVELOPMENT AGREEMENT \(HOLIDAY ISLE MARINA\)](#)

A PUBLIC HEARING AND CONSIDERATION OF AN APPLICATION TO ENTER IN A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND C&T ENTERPRISES, INC. AND MHH ENTERPRISES, INC. CONTINGENT ON THE APPROVAL OF ORDINANCE 2015-18 TO REZONE THE PROPERTY LOCATED AT 555 AND 565 150TH AVENUE FROM C-4, MARINE COMMERCIAL TO PD, PLANNED DEVELOPMENT.

2. [DEVELOPMENT AGREEMENT \(MADEIRA BEACH TOWN CENTER\)](#)

A PUBLIC HEARING AND CONSIDERATION OF AN APPLICATION TO ENTER IN A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND MADEIRA BEACH DEVELOPMENT CO, LLC CONTINGENT ON THE APPROVAL OF ORDINANCE 2016-01 TO REZONE MULTIPLE PROPERTIES LOCATED ON 150TH AVENUE, MADEIRA WAY, AND GULF BOULEVARD FROM RETAIL COMMERCIAL (C-3) TO PLANNED DEVELOPMENT (PD) DISTRICT.

3. [ORDINANCE 2016-01](#)

A SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150th AVENUE, 200 150th AVENUE, 206 150th AVENUE, 210 150th AVENUE, 212 150th AVENUE, 352 150th AVENUE, 388 150th AVENUE, 390 150th AVENUE, 410 150th AVENUE, 420 150th AVENUE, FROM RETAIL COMMERCIAL (C-3)

TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

4. **PUBLIC HEARING FOR ALCOHOLIC BEVERAGE PERMIT**

A PUBLIC HEARING TO CONSIDER ALCOHOLIC BEVERAGE PERMIT APPLICATION #2016-03 FOR A 4COP LICENSE (BEER, WINE, AND LIQUOR; SALE BY THE DRINK FOR CONSUMPTION ON PREMISES AND PACKAGE SALES IN SEALED CONTAINERS) AT A RESTAURANT LOCATED AT 4330 DUHME ROAD.

5. **PUBLIC HEARING FOR ALCOHOLIC BEVERAGE PERMIT**

A PUBLIC HEARING TO CONSIDER ALCOHOLIC BEVERAGE PERMIT APPLICATION #2016-04 FOR A 2COP LICENSE (BEER AND WINE ONLY; SALE BY THE DRINK FOR CONSUMPTION ON PREMISES AND PACKAGE SALES IN SEALED CONTAINERS) AT A BAR LOCATED AT 13437 GULF BOULEVARD.

6. **RESOLUTION 2016-21**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING GENERAL FUND REVENUE IN THE AMOUNT OF \$39,000; INCREASING GENERAL FUND CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$18,000; AND PROVIDING FOR AN EFFECTIVE DATE.

A. **WAIVER OF BID REQUIREMENTS AND AUTHORIZATION OF EXPENDITURES**

A WAIVER OF BID REQUIREMENTS AND AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$16,625 TO MEND IT ASPHALT & CONCRETE SERVICES, INC. FOR JOHN'S PASS PARKING AREA PROJECT RELATED TO RESOLUTION 2016-21.

7. **RESOLUTION 2016-22**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FISCAL YEAR 2016 BUDGET BY DECREASING SANITATION FUND CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$202,000; DECREASING MARINA FUND CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$50,000; AND PROVIDING FOR AN EFFECTIVE DATE.

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 June 10, 2016



MADEIRA BEACH BOARD OF COMMISSIONERS

June 9, 2016 – Agenda Report

<u>FROM:</u>	Sea Marshall-Barley, Administrative Support Specialist
<u>SUBJECT:</u>	ORDINANCE 2016-05: CREATING ARTICLE IV OF CHAPTER 42 OF THE CODE OF ORDINANCES RELATING TO SYNTHETIC DRUGS; PROVIDING FOR INTENT, DEFINITIONS, SYNTHETIC DRUG SUBSTANCE DETERMINATION, PROHIBITED ACTS, ENFORCEMENT AND PENALTIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.
<u>BACKGROUND:</u>	<p>At the February Workshop, Lieutenant Dan Zsido from the Narcotics Division of the Pinellas County Sheriff's Office made a presentation to the Board about the increase in usage for synthetic narcotics in the County. Vice-Mayor Poe and Deputy Lockett had also previously with the City Attorney met regarding the issue and how it could be addressed by ordinance.</p> <p>After the February Workshop presentation, the Board gave its consensus for the City Attorney to move forward and draft an ordinance to address synthetic drugs. The first reading of this ordinance on April 12, 2016 was approved by a Board of Commissioners vote of 5-0.</p> <p>This is the second and final reading for the final approval of this ordinance.</p>
<u>BUDGETARY IMPACT:</u>	N/A

<u>RECOMMENDED BY STAFF:</u>	Staff recommends approval of the first reading of Ordinance 2016-05.
<u>ATTACHMENT(S):</u>	Ordinance 2016-05

ORDINANCE 2016-05

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING ARTICLE IV OF CHAPTER 42 OF THE CODE OF ORDINANCES RELATING TO SYNTHETIC DRUGS; PROVIDING FOR INTENT, DEFINITIONS, SYNTHETIC DRUG SUBSTANCE DETERMINATION, PROHIBITED ACTS, ENFORCEMENT AND PENALTIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII of the Florida Constitution and Section 166.021, Florida Statutes, the City of Madeira Beach possesses the police power to enact ordinances in order to protect the health, safety and welfare of its citizens; and

WHEREAS, synthetic drugs are commonly marketed for sale to young adults and teenagers as a safe and legal alternative to marijuana or other controlled substance; and

WHEREAS, the Board of Commissioners of the City of Madeira Beach has been advised by the Pinellas County Sheriff's Office of a significant increase in the use of synthetic drugs and substances by young adults and teenagers; and

WHEREAS, synthetic cannabinoids, bath salts, and other dangerous chemicals commonly referred to as synthetic drugs, are being added by producers and manufacturers to products in an effort to mimic the effects of illegal drugs when ingested into the human body; and

WHEREAS, due to the manner in which these substances are marketed, the manufacture or production of synthetic drugs is not regulated by the Federal Drug Administration; and

WHEREAS, synthetic drugs may be more potent and dangerous than the controlled substances they are designed to mimic due to the unapproved chemicals and chemical compounds contained therein; and

WHEREAS, ingestion of synthetic drugs has been known to produce undesired and dangerous side effects such as headaches, agitation, nausea, vomiting, hallucinations, loss of consciousness, elevated blood pressure, tremors, seizures, paranoid behavior, anxiety, increased heart rate, and even death; and

WHEREAS, according to the American Association of Poison Control Centers, 5,230 cases of exposure to, or ingestion of synthetic drugs were reported to poison control centers in 2012, 2,668 cases in 2013, 3,682 cases in 2014, 7,794 cases in 2015 and 567 cases in the first two months of 2016; and

WHEREAS, the manufacture, sale and use of synthetic drugs has become a major problem negatively affecting the health, safety and welfare of the citizens and visitors of Madeira Beach; and

WHEREAS, the State of Florida, in an attempt to curtail the marketing, sale and consumption of synthetic drugs has added in Section 893.03, Florida Statutes, several dozen of the chemicals and chemical compounds used in the manufacture of synthetic drugs as controlled or prohibited substances; and

WHEREAS, the Pinellas County Sheriff's Office has been determined that the manufacturers and producers of synthetic drugs can slightly alter the molecular make-up of the chemicals or chemical compounds to avoid regulation under the state statutes; and

WHEREAS, due to the ease of making slight molecular alterations of these chemicals or chemical compounds, law enforcement agencies have found it extremely difficult to bring criminal charges against the manufacturers, producers and marketers of synthetic drug products; and

WHEREAS, undercover investigations by the Pinellas County Sheriff's Office into the manufacture,

marketing, sale, use and consumption of synthetic drugs have proven to be lengthy, costly and man-power intensive; and

WHEREAS, continued enforcement of synthetic drugs under the state statutes has been, and continues to be, hampered merely by the slight changing of the molecular make-up or recipe of the chemicals or chemical compounds used in the manufacture of synthetic drugs in order to defeat law enforcement investigations; and

WHEREAS, it is not the intent of this ordinance to interfere with legitimate actions and conduct of individuals which are protected under the constitutions and laws of the United States and the State of Florida.

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

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

ARTICLE IV. – SYNTHETIC DRUGS

Sec. 42-40. – Intent.

It is the intent of the City of Madeira Beach to protect the health, safety, and welfare of the public by prohibiting the possession, sale, and manufacture of synthetic drugs as defined herein which, when consumed, mimic the effects of narcotics or controlled substances. Due to the dangerous medical and health effects the products prohibited by this article can have on the user of the product, each violation shall be considered a serious threat to the public health, safety, and welfare of the public.

Sec. 42-41. – Definitions.

Synthetic drug means synthetic chemical, synthetic chemical compound, synthetic cannabinoids, synthetic cathinones, and those substances meeting two or more of the factors described in Section 42-42.

Synthetic chemical or synthetic chemical compound refers to a chemical or chemical compound whose molecular composition is substantially similar to, or mimics any of those substances listed as controlled substances in F.S. § 893.03, and whose intended use when introduced into the human body is to mimic the effects of a controlled substance. "Substantially similar" to a controlled substance is described as a "controlled substance analog" in F.S. § 893.0356.

Synthetic cannabinoids means any herbal, vegetal or liquid material which has been soaked, sprayed, blended, combined or otherwise enhanced with a synthetic chemical or synthetic chemical compound that enables the herbal, vegetal or liquid material, or the smoke or vapor emitted from its burning, or vaporization, to mimic or simulate the effects of a controlled substance, tetrahydrocannabinol (THC), when inhaled, ingested, or otherwise introduced into the human body or otherwise affects the function of the human body. Any herbal, vegetal or liquid material described above shall be considered a synthetic cannabinoid regardless of the labeling posted on the packaging for the material and regardless of whether the labeling states that its contents are "not for human consumption," "not for smoking," or other similar statement. The fact that a herbal, vegetal or liquid material, packaged and advertised as a food additive, potpourri, herbal incense, etc., has been soaked, sprayed, blended, combined or otherwise enhanced with a synthetic chemical or synthetic chemical compound which has no legitimate

relation to the advertised use of the product may be considered in determining whether the product is considered a synthetic cannabinoid. This term specifically does not include any herbal, vegetal or liquid material containing synthetic chemicals or chemical compounds which: require a prescription; are approved by the United States Food and Drug Administration; and are dispensed in accordance with Florida and federal law.

Synthetic cathinones, also known as bath salts, means any granular, crystalline, powdered, pill, encapsulated, stick, or block material form of synthetic chemical or synthetic chemical compound that enables the material, or the smoke or vapor emitted from its burning or vaporization, to mimic or simulate the effects of a narcotic or other controlled substance when inhaled, ingested, injected or otherwise introduced into the human body or otherwise affects the function of the human body. Any material described above shall be considered a synthetic drug regardless of the labeling posted on the packaging for the material and regardless of whether the labeling states that its contents are "not for human consumption," "not for smoking," or contains some other similar statement. This term specifically does not include any legitimate, traditional materials known as bath salts or Epsom salts containing synthetic chemicals or chemical compounds which may:

- a. Require a prescription;
- b. Are approved by the United States Food and Drug Administration; or
- c. Are dispensed in accordance with Florida and Federal law.

Controlled substance means any substance defined or listed in Schedule I, II, III, IV or V of F.S. § 893.03, including any analogues, isomers, esters, ethers, salts, and salts of isomers, esters and ethers of such substances.

Drug means an article or substance that is intended to affect the structure or any function of the body of humans as defined in F.S. § 499.003.

Misbranded drug means a drug that is misbranded pursuant to F.S. § 499.007, including, but not limited, to drugs for which (a) the label is in any way false or misleading; (b) the label does not bear the name and place of business of the manufacturer, repackager, or distributor of the finished form of the drug; (c) the label does not bear adequate directions for use; or (d) the label does not bear adequate warnings against use.

Drug paraphernalia means other than devices to ingest or inject prescription drugs, any object used, intended for use of designed for use in ingesting, inhaling or otherwise introducing illicit drugs or controlled substances into the human body. In determining whether an object is drug paraphernalia, a court may consider any of the factors enumerated in F.S. § 893.146.

Sec. 42-42. – Determination of a substance as a synthetic drug.

The following factors, taken in the totality of the circumstances, may be considered in determining whether a product, substance, or other material, should be classified as a synthetic drug. For the purposes of enforcement of this article, the establishment of two or more of these factors shall constitute prima facie evidence that the product is a synthetic drug.

- (a) **Marketing.** The substance is advertised to be a product for which it is rarely, if ever, suitable to be used for (such as, but not limited to, incense, potpourri, food additive, therapeutic bath crystals, plant food, insect repellent, communication device screen cleaner, jewelry

cleaner, glass cleaner).

- (b) Sales location. Products, whether displayed or not, but offered or sold in, or through, businesses such as liquor stores, smoke shops, and gas/convenience stores where such products are not typically sold.
- (c) Labels and packaging.
 - 1. Products marketed as common non-consumable products which contain warnings not normally found on such products. The warnings may be similar, but not limited to, "not for human consumption", "not for purchase by minors"; or
 - 2. Products containing notices on the package not normally found on similar products such as, but not limited to, "does not contain any chemical compounds prohibited by state law," "contains no prohibited chemicals," "product is in accordance with state and federal laws," "product is in compliance with new Florida Law HB 1175," "does not contain AM2201 or any DEA banned substance," "legal herbal substance," "aromatherapy only," "legal in 50 States," "100% compliant guaranteed".
 - 3. Products whose package labeling or design suggests the user will achieve a "high", euphoria, relaxation, mood enhancement, or that the product has other drug-like effects on the body or otherwise affects the function of the human body.
 - 4. Products using brand names and packaging designed to make the product appear similar to illicit street drugs or commonly used street slang for illicit drugs or their effects or employs symbols, terms or effects of illegal drugs, such as marijuana leaf, blunts, red eyes or crossed-out eyes.
 - 5. Packages are misleading, deceptive or misbranded, including but not limited to:
 - i. The label is in any way false or misleading;
 - ii. The label does not bear the name and place of business of the manufacturer, repackager, or distributor of the finished form of the drug;
 - iii. The label does not bear adequate directions for use; or
 - iv. The label does not bear adequate warnings against use and/or the product contains contradictory warnings/directions for the product's use, which is not consistent for the type of product advertised. (Example: "For fragrance or aromatherapy only" which requires human inhalation and/or "blueberry flavor" upon packages that also read "not for human consumption" or similar statements.)
- (d) Price. The price of the product is incongruent with other similar products marketed for legitimate use, such as incense, potpourri, food additive, therapeutic bath crystals, plant food, insect repellant, communication device screen cleaner, jewelry cleaner, glass cleaner.
- (e) Similarity to illicit street drugs. Products designed to make the substance appear similar to illicit street drugs (such as, but not limited to, a white powder made to resemble, in color and texture, cocaine, or dried vegetal material resembling marijuana).
- (f) Ingredients. A product which is, or has been enhanced with, a synthetic chemical or synthetic chemical compound that has no legitimate relation to the advertised use of the product but

mimics the effects of a controlled substance when the product, or the smoke or vapor from the burned or vaporized product, is introduced into the human body.

- (g) Verbal or written representations. Verbal or written representations made at the place of sale or display regarding the purpose, methods, use, or effect of the product on the human body.
- (h) Co-sale. Offers or suggestions to purchase products such as cigars, pipes, cigarette papers or e-cigarettes that are used with synthetic drugs and demonstrate intent for human consumption.
- (i) Subterfuge. Use of passwords, signs, vouching or other means to vet purchasers and hiding product from general view or offsite to evade law enforcement as to the product's presence.

Sec. 42-43. – Prohibited acts.

The following are prohibited within the city:

- (a) The possession with intent to sell, sale, distribution, production, or manufacture of synthetic drugs.
- (b) The display for sale, marketing, advertisement, or other offer for sale or trade of synthetic drugs in retail stores.
- (c) Allowing or permitting any person under the age of 18 to enter or remain on the premises of any place of business selling or displaying drug paraphernalia, unless the minor person is accompanied by his or her parent or guardian. Such premises must prominently display a sign posted at the entrance, stating that drug paraphernalia is located within the premises, and prohibiting persons under 18 from entering the establishment without their parent or guardian.

Sec. 42-44. – Laboratory analysis.

The city may utilize laboratory analysis or expert testimony (chemistry and/or pharmacology) to test suspected synthetic drugs. Any laboratory analysis of suspected synthetic drug shall be conducted by an ISO state certified laboratory, competent to provide expert testimony in a court of law as to the chemical contents of the product.

Sec. 42-45. – Enforcement and penalties.

- (a) Primary responsibility for the enforcement of this article shall be with any law enforcement officer. Any products found to be synthetic drugs possessed in violation of this section may be seized and held by the city as evidence to be used in any further proceeding.
- (b) This article may be enforced administratively as a code violation pursuant to Article VII of Chapter 2 of the Code of Ordinances. This article is administratively enforceable against any person or legal entity. For the purposes of administrative enforcement, law enforcement officers are specifically authorized and designated to enforce this article within the city limits to the extent such authorization/designation is required by law.

- (c) Each violation shall be considered a separate offense, which can be prosecuted separately. For the purposes of administrative enforcement of this article, each package containing a synthetic drug or misbranded drug shall be considered a separate code violation. A violation of this article shall result in the assessment of a \$250.00 penalty per offense. In any order finding a violation of this article, the violator shall be ordered to pay, in addition to the penalty, for any laboratory analysis and expert testimony costs incurred by the city in the enforcement of this article.
- (d) Nothing contained herein shall prevent the city from taking such other action in law or equity as may be necessary to remedy any violation of, or refusal to comply with, any part of this article including but not limited to:
 - 1. Pursuit of injunctive and/or declaratory relief in a court of competent jurisdiction;
 - 2. Initiating an action to recover any and all damages that may result from a violation of, or a refusal to comply with, any part of this section; or
 - 3. Utilizing any other action or enforcement method allowable by law.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance of the application hereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinance in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its passage and adoption.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF MADEIRA BEACH, FLORIDA, this
14th day of JUNE, 2016.

APPROVED AS TO FORM:

TOM TRASK, City Attorney

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk

PASSED ON FIRST READING: 04/12/2016
PUBLISHED: 05/27/2016
PASSED ON SECOND READING: 06/14/2016

NOTICE OF PUBLIC HEARING

THE CITY OF MADEIRA BEACH, FL

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach Charter, and Florida Statutes §166.041 (3)(c)(2):

NOTICE IS HEREBY GIVEN, the Board of Commissioners of the City of Madeira Beach will conduct a second and final reading of **Ordinance 2016-5** on **Tuesday, June 14, 2016** at 6:00 p.m. City of Madeira Beach Commission Chambers, located at 300 Municipal Drive, Madeira Beach, FL 33708.

The title of said Ordinance is as follows:

ORDINANCE 2016-05

A FIRST READING OF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING ARTICLE IV OF CHAPTER 42 OF THE CODE OF ORDINANCES RELATING TO SYNTHETIC DRUGS; PROVIDING FOR INTENT, DEFINITIONS, SYNTHETIC DRUG SUBSTANCE DETERMINATION, PROHIBITED ACTS, ENFORCEMENT AND PENALTIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed Ordinance are available for inspection in the Office of the City Clerk between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

All persons are hereby advised that any presentation they make to the Board of Commissioners will be encouraged to be as precise as possible. The 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 Board of Commissioners with respect to any matter considered at this meeting will need a record of 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. Therefore, the applicant must make the necessary arrangements with a private reporter or private recording firm and bear the resulting expense. 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) 391-1131.

Aimee Servedio

City Clerk

5/27/16



MADEIRA BEACH BOARD OF COMMISSIONERS

June 9, 2016 – Agenda Report

FROM: Shane B. Crawford, City Manager

SUBJECT: APPROVAL OF AGREEMENT WITH PINELLAS COUNTY SCHOOL BOARD REGARDING BICENTENNIAL PARK.

BACKGROUND: This is for continued use of Bicentennial Park and to use it as a pickup location for possible water taxi service for functions at the City Centre.

BUDGETARY N/A
IMPACT:

RECOMMENDED The City Manager recommends approval of the agreement with the Pinellas
BY STAFF: County School Board regarding Bicentennial Park.

ATTACHMENT(S): Agreement with Pinellas County School Board

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May, 2016 by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as “Board”, and THE CITY OF MADEIRA BEACH, FLORIDA, a municipal corporation hereinafter referred to as “City”.

WITNESSETH:

WHEREAS, the Board owns certain real property in the City of Madeira Beach as legally described in Exhibit “A”, currently used by the City as Madeira Beach Bicentennial Park, hereinafter referred to as the “Park”; and

WHEREAS, the City desires to continue to use the Park and will maintain the Park, and Park facilities, in a safe, clean and sanitary condition; and

WHEREAS, the Board has permitted access to the Park via Madeira Beach Fundamental School roadways, as permitted by the Superintendent of Schools; and

WHEREAS, the Board and City are each willing to cooperate in this matter under certain conditions and provisions.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The term of this Agreement will be for a period of five (5) years beginning on April 25, 2016, and ending on June 9, 2021. This Agreement may be extended for additional 5-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Board and the City.

Use of Real Property: City will not use or permit the real property to be used for any purpose other than as a public park. City will not use or permit any usage which results in a material alteration of the Park or improvements without the written consent of Board. City will not perform any act that may be prohibited under standard form of liability or fire insurance policies, nor use the Park for any such purposes prohibited therein. In addition, no use will be made that will result in: (1) waste on the real property, except as described in paragraph 3-A. below; (2) damage to the real property; (3) a public or private nuisance; or (4) any other act that may disturb the quiet enjoyment of others.

3-A The City may permit or maintain a 12'x12' Pinellas County recycled yard waste mulch site to be located on the Park premises.

3. The City will comply with all governmental regulations and statutes affecting the Park either now or in the future.

4. The Board will be permitted access to the Park at any time during the term of this lease for the Board's educational and recreational programs.

5. The City may not advertise or publicly imply the use of the park in any manner not specifically stated in this Agreement or without prior authorization from the Administrative Heads of the School Board. Uses of the Park, not herein provided, may be permitted with the written approval of the Superintendent of Schools and the City Manager, or their specific designees.

6. **Utilities:** No utilities are provided by the Board on the Park.

7. **Modification of Real Property:** The City will not change or modify the real property without written consent of the Board.

8. **Insurance/Indemnity:** Subject to the Florida statutory limits on the waiver of sovereign immunity, the parties agree that each will be responsible for the negligent acts of their employees, servants or agents or on account of any unsafe condition that may exist as a result of the negligent operation by the parties of the subject facilities. Each party agrees to be responsible for the safety of its own employees, invitees, licensees or participants in its respective programs in case of accidental injury, except as noted above. The City agrees to list the Board as an additional insured, with respect to the City's use of Board Property.

10. **Assignment:** The City will not assign any rights or duties under this lease or sublet the Park or any part thereof without the prior written consent of the Board.

11. **Termination:** The Agreement will remain in effect unless terminated by either party as follows:

- a) Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice;
- b) Either party may terminate this Agreement without cause by giving written notice to the other party that the Agreement will terminate thirty days from the receipt of said notice by the other party.

12. **Unforeseen Questions:** The Board and the City agree that in the event of unforeseen questions arising out of the use of the Park by the parties, said questions will be settled in writing between the Superintendent of Schools and the City Manager, or their specific designees.

13. **Headings:** The headings of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or any part hereof, or in any way affect the same, or construe, any provision hereof.

IN WITNESS WHEREOF, the parties hereto set their hands and the day and date set forth above.

CITY

CITY OF MADEIRA BEACH, FLORIDA

By: 
City Manager

Attest:

BOARD

**THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA**

By: 
Chairperson

Attest:


Superintendent

Approved as to form:


School Board Attorney

MAY 17 2016

EXHIBIT "A"

From the center of Section 3, Township 31 south, Range 15 East, run North 00 34'24" East 139.34 feet to the centerline of State Road 699; thence South 41 58'57" West along said centerline 1,399.97 feet; thence South 48 01'03" East 50 feet to the Southeasterly line of said State Road 699; thence South 41 58'57" West along the Southeasterly line of State Road 699 776.24 feet; thence South 43 51'40" West along said Southeasterly line of State Road 699 844+ feet to 'a Point of Beginning said Point being' the most Westerly corner of an existing reinforced concrete slab sea wall which is the present limits of the athletic field for the Madeira Beach Junior High School; thence continue South 43 51'40" West 350 + feet to the most Westerly corner of a tract of land conveyed to the Board of Public Instruction of Pinellas County by the Department of Health, Education & Welfare by quit-claim deed registered in the Public Records of Pinellas County in Deed Book 1,635, page 611; thence South 46 05' 35" East 353.66 feet to the most Southerly corner of the above said tract; thence North 56 09'40" East 358 + feet to the most Southerly corner of the aforesaid existing reinforced concrete slab sea wall; thence Northwesterly along the face of the said existing concrete slab sea wall 430 + feet to the Point of Beginning.



MADEIRA BEACH BOARD OF COMMISSIONERS

June 9, 2016 – Agenda Report

FROM: Shane B. Crawford, City Manager

SUBJECT: APPROVAL OF JOINT USE AGREEMENT WITH PINELLAS COUNTY SCHOOL BOARD.

BACKGROUND: Agreement solidifies use of school amenities for summer programs and other city related programs at the Middle School property.

BUDGETARY N/A
IMPACT:

RECOMMENDED The City Manager recommends approval of the joint use agreement with the
BY STAFF: Pinellas County School Board.

ATTACHMENT(S): Joint Use Agreement

JOINT USE AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2016 by and between the **City of Madeira Beach, Florida**, a municipal corporation, hereinafter referred to as “**City**” and **The School Board Of Pinellas County, Florida**, hereinafter referred to as “**Board;**”

WITNESSETH:

WHEREAS, the Board may request the use of various City-owned facilities for its educational or recreation programs or other Board-related uses; and

WHEREAS, the City may request to use Madeira Beach Middle School and Madeira Beach Elementary School or other Board-owned facilities, each Board-owned facility hereinafter referred to as “**School,**” for its recreational programs, public meetings, and other City-related programs; and

WHEREAS, the Board and the City are each willing to cooperate in this matter under certain conditions and provisions;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the Board and the City mutually agree to the joint use of their respective facilities under the following terms and conditions:

1. **Term.** The term of this Agreement will be for a period of five (5) years beginning June 10, 2016, and ending June 9, 2021. This Agreement may be extended for additional 5-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Board and the City.

2. **Scheduling Uses.** Board or City facilities may be scheduled with the joint approval of the Superintendent of Schools and City Manager, or their respective designees. A Facility Use Authorization Form, a sample of which is attached as Exhibit

“A,” will be prepared by the Board’s Real Estate Department for all uses. The Facility Use Authorization Form will specify the conditions of use; such as dates, times, contact names and costs, if any. Outside Board or City facilities may be used without cost except for lighting, personnel or other reimbursable costs. Interior, short-term uses of facilities by Board or City, defined as uses not exceeding ten (10) days per year, may be permitted without cost if appropriate staff is already scheduled to be on duty and provided that utilities are not required beyond scheduled run times. Interior, long-term uses of facilities by Board or City, defined as uses exceeding ten (10) days per year, may require payment of direct costs, such as room rates, utility and personnel. The Facility Use Authorization Form will be considered an amendment to the Agreement when executed by both parties.

3. **Facilities Owned by Board.** The Board agrees to make its facilities available when the use thereof does not interfere or conflict with any Board programs. Use of said facilities will not be earlier than 8:00 a.m. nor later than 11:00 p.m. for outdoor use and not later than 12:00 midnight for indoor use. Schools used by the City as polling places will be opened at 6:00 a.m. The City will contact the Pinellas County Schools Police Department to determine if the School is suitable and available prior to informing the public that the School will be used as a polling place.

4. **Facilities Owned by City.** The City agrees to make its facilities available when the use thereof does not interfere or conflict with any City programs. Use of said facilities will conform with the hours the facilities are normally open to the public.

5. **Payment for Use of Facilities When Normally not Open.** If one party desires to use the other party’s facilities at a time other than normally open, the using party will be required to pay the direct costs incurred for said use; e.g., utility, personnel, and supply costs, at the prescribed rates of the facility owner. The Board and the City will

only invoice each other when said direct costs exceed Fifty (\$50) Dollars. During vacations, holidays, staff-development or in-service days, and times when the facility owner normally has no staff on duty, the facility owner may need to provide facility-owner staff during the period of use of the facility by the other party. The personnel costs, and any other applicable direct costs, will be charged to the using party in the manner delineated in the first two sentences of this paragraph. Outside Board facilities may be used by the City during the City's Seafood Festival if prior to the scheduled use all conditions of use and donations to the Schools are mutually agreed to by the Board, School administrators, and the City, or their respective designees.

6. **Return Condition of Facility.** The party using the facility agrees to return the play field or facilities and surrounding area to a clean and sanitary condition after use by that party or any of its agents or invitees.

7. **Supervision of Program.** Each party will provide its own personnel for the supervision of the programs it conducts.

8. **Restriction of Use.** Use of the subject premises by private parties or organizations or by business enterprises for profit is prohibited, unless specifically approved by the Superintendent of Schools and City Manager, or their respective designees. The Board and the City further agree to make no unlawful, improper or offensive use of the subject premises and all rights of the using party hereunder will be terminated by the Board or City in the event that such use is made thereof. All persons using facilities owned by the Board will abide by all Board policies, including Board policies which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited. All persons using facilities owned by the City will abide by all City policies.

9. **Assignment, Inspection and Termination.** The Board and the City will not assign this Agreement or sublet the premises or any part thereof without the written consent of the other party. The Board and the City agree that each party and its officers, agents, and servants will have the right to enter and inspect the subject premises and the operation being conducted thereon at reasonable times.

This Agreement will remain in effect unless terminated by either party as follows:

- a) Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice;
- b) Either party may terminate this Agreement by giving written notice to the other party that the Agreement will terminate thirty days from the receipt of said notice by the other party.

12. **Additional Facilities.** Additional Board or City facilities not specifically enumerated herein may be used at appropriate times and places with written approval of the Superintendent of Schools and City Manager or their respective designees.

13. **Unforeseen Questions.** The Board and the City agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, questions will be settled in writing between the Superintendent and the City Manager or their respective designees for resolution of such questions concerning this Agreement.

14. Notices.

For the Board:

Charlene Beyer, Real Estate Department
11111 S. Belcher Road
Largo, FL 33773.

For the City:

Shane Crawford, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708.

15. Headings. The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

(Note: The remainder of the page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF MADEIRA BEACH

Attest:

Approved as to form:

Office of City Attorney

**THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA**

By: Peggy K. O'Shea
Chairman

Attest:
Michael Guy
Secretary

Approved as to form:

David Kaprielian
School Board Attorney

MAY 17 2016



MADEIRA BEACH BOARD OF COMMISSIONERS

June 9, 2016 – Agenda Report

<u>FROM:</u>	Derryl O’Neal, Fire Chief
<u>SUBJECT:</u>	APPROVAL OF EMERGENCY MEDICAL SERVICES CONTINUING MEDICAL EDUCATION AGREEMENT.
<u>BACKGROUND:</u>	Execution of Emergency Medical Services (EMS) Continuing Medical Education (CME) Agreement with Pinellas County EMS System and Madeira Beach Fire Department. The CME training program will be conducted under joint auspices of the Pinellas County EMS System and the Contractor for the first responders and ambulance services. This is a two (2) year agreement with possibility of renewal for two (2) additional years and one (1) year at the end of the initial term.
<u>BUDGETARY IMPACT:</u>	This allows our firefighters to train others and the City to be reimbursed for our personnel cost.

<u>RECOMMENDED BY STAFF:</u>	The Fire Chief recommends approval of the Emergency Medical Services Continuing Medical Education Agreement.
<u>ATTACHMENT(S):</u>	Emergency Medical Services Continuing Medical Education Agreement

EMERGENCY MEDICAL SERVICES

CONTINUING MEDICAL EDUCATION AGREEMENT

CITY OF MADEIRA BEACH

OCTOBER 1, 2015

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, FL 33774

**EMERGENCY MEDICAL SERVICES
CONTINUING MEDICAL EDUCATION AGREEMENT**

AGREEMENT made this _____ day of _____, 2016, between the Cities of Clearwater, Dunedin, Gulfport, Largo, Madeira Beach, Oldsmar, Pinellas Park, Safety Harbor, Seminole, St. Pete Beach, St. Petersburg, South Pasadena, Tarpon Springs and Treasure Island, Florida municipal corporations; the East Lake Tarpon Special Fire Control District, Lealman Special Fire Control District, Palm Harbor Special Fire Control District and Pinellas Suncoast Fire & Rescue District, Florida political subdivisions ("Contractors") and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority") known as ("Parties").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services ("EMS") throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. Pursuant to The Acts, the Authority has contracted with various municipalities, independent special fire districts, and corporations to provide first responder services, ambulance services and Medical Director services.
3. Pursuant to Chapter 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code and Pinellas County EMS Rules and Regulations, Paramedics and Emergency Medical Technicians ("EMTs") must meet certain Continuing Medical Education ("CME") requirements in order to be certified to provide emergency medical services in Pinellas County.
4. The Authority is responsible for providing and making available to Contractors a CME training program at multiple, regionally located training sites.
5. The Authority has determined that it is in the best interest of the Pinellas County EMS System that the CME training program be conducted under the joint

auspices of the Authority and the Contractors for first responder services and ambulance services.

6. The Authority and Contractors desire to partner and cooperate to implement and maintain a CME training program.
7. The intent is to utilize classroom training for scenario and competency based skills assessment coupled with online training to meet CME requirements.
8. Classroom based training will include making a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of first responder units and ambulances.

NOW THEREFORE, in consideration of the premises and mutual promises set forth herein, the Parties hereby agree as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE

The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto to enable the cooperative provision of a comprehensive CME training program.

SECTION 102. COOPERATION

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement.

SECTION 103. CONTRACT DOCUMENTS

The following Appendix is attached to and made part of this Agreement:

Appendix A. List of Contractors

Appendix B. Reimbursement Form

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS

Terms used but not defined in this Agreement shall have the same meaning as those terms in the Emergency Medical Services ALS First Responder Agreement between the Authority and Contractors.

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"Continuing Medical Education Training Program" or "CME Training Program" means the medical education training program, through distance learning or classroom based courses, provided in accordance with the EMS Rules & Regulations.

"CME Instructor" means a County Certified Paramedic or County Certified registered nurse, employed and approved by a Provider Agency, who meets the qualifications set forth in the EMS Rules and Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

"Course" means any individual CME offering available online or through a sufficient number of classroom based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.

"EMS Director" means the Authority's Director of the EMS System or his/her designee.

"Learning Management System" means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority's staff and Medical Director shall have administrative rights to upload

and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules and Regulations.

ARTICLE III

OBLIGATIONS, COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 301. PROVISION OF CME. Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 302. REIMBURSEMENT FOR CME INSTRUCTORS. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$60.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar, by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$60.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Exhibit B within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears.

SECTION 303. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of the current Fiscal Year.

SECTION 304. NOT TO EXCEED CAP.

The cumulative, not-to-exceed budgeted amount for all CME Instructor reimbursement for all Contractors for the Fiscal Year 2015-2016 under this Agreement, and the analogous provisions of the corresponding Ambulance Services Agreement, as amended, is Five Hundred Thousand Dollars (\$500,000.00).

The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$50 per student per Fiscal Year (does not include payment for student training time).

For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this Agreement, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed Six Hundred and Fifty Thousand Dollars (\$650,000).

It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

ARTICLE IV

INSURANCE AND INDEMNIFICATION

SECTION 401. INSURANCE REQUIREMENTS. Contractors and Authority adopt and incorporate herein the Minimum Insurance Requirements and Additional Insurance Requirements of the Emergency Medical Services ALS First Responder Agreement.

SECTION 402. LIABILITY. Contractors and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner rising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director.) This Section 402 shall survive expiration or earlier termination of this Agreement.

ARTICLE V

TERM AND TERMINATION

SECTION 501. TERM OF AGREEMENT. This Agreement shall be for a term of two (2) years beginning on October 1, 2015, and shall expire on September 30, 2017. This Agreement may be renewed for two (2) additional one (1) year terms at the end of the initial term through written agreement of the Parties.

SECTION 502. TERMINATION WITHOUT CAUSE. This Agreement may be terminated without cause by any Party at any time, upon giving ninety (90) days written notice to all Parties in accordance with Section 604.

SECTION 503. EFFECTIVE DATE. The effective date of this Agreement shall be retroactive to October 1, 2015 for reimbursement purposes.

ARTICLE VI
MISCELLANEOUS

SECTION 601. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer or employee of the Authority or the County.

SECTION 602. APPLICABLE LAWS. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 603. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 604. NOTICES. All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, and shall be addressed as follows:

If to Authority: Executive Director, Pinellas County EMS Authority
Pinellas Country EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See Appendix A.

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2016.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF MADEIRA BEACH, FLORIDA

by: _____
Mayor

by: _____
City Manager

APPROVED AS TO FORM:

Attest:

by: _____
City Attorney

by: _____
City Clerk

Appendix A
List of Contractors

City Manager CITY OF CLEARWATER 112 S. Osceola Avenue Clearwater, FL 33756	City Manager CITY OF PINELLAS PARK P O Box 1100 Pinellas Park, FL 33780-1100
City Manager CITY OF DUNEDIN P O Box 1348 Dunedin, FL 34697	Chairman, Board of Fire Commissioners PINELLAS SUNCOAST FIRE & RESCUE DISTRICT 304 First Street Indian Rocks Beach, FL 33785
Chairman, Board of Commissioners EAST LAKE TARPON SPECIAL FIRE CONTROL DISTRICT 3375 Tarpon Lake Boulevard Palm Harbor, FL 34685	City Manager CITY OF SAFETY HARBOR 750 Main Street Safety Harbor, FL 34695-3597
City Manager CITY OF GULFPORT 2401 53rd Street South Gulfport, FL 33707	City Manager CITY OF ST. PETE BEACH 155 Corey Avenue St. Pete Beach, FL 33706-1701
City Manager CITY OF LARGO P O Box 296 Largo, FL 33779-0296	Mayor CITY OF ST. PETERSBURG 175 Fifth Street North St. Petersburg, FL 33701
Chairman, Board of Commissioners LEALMAN SPECIAL FIRE CONTROL DISTRICT 4360 55th Avenue North St. Petersburg, FL 33714	City Manager CITY OF SEMINOLE 9199 113th Street North Seminole, FL 33772-2806
City Manager CITY OF MADEIRA BEACH 300 Municipal Drive Madeira Beach, FL 33708	City Clerk CITY OF SOUTH PASADENA 7047 Sunset Drive South South Pasadena, FL 33707-2895
City Manager CITY OF OLDSMAR 100 State Street West Oldsmar, FL 34677-3655	City Manager CITY OF TARPON SPRINGS 324 Pine Street East Tarpon Springs, FL 34689
Chairman, Board of Commissioners PALM HARBOR SPECIAL FIRE CONTROL DISTRICT 250 W. Lake Road Palm Harbor, FL 34684	City Manager CITY OF TREASURE ISLAND 120 1 08th Avenue Treasure Island, FL 33706-4794

Appendix B
CME Instructor Reimbursement Form



CME INSTRUCTOR REIMBURSEMENT FORM

Agency _____
CME Instructor Name _____

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1										\$	-
2										\$	-
3										\$	-
4										\$	-
5										\$	-
6										\$	-
7										\$	-
8										\$	-
9										\$	-
10										\$	-
11										\$	-
12										\$	-
13										\$	-
14										\$	-
15										\$	-
TOTAL Reimbursement Amount:										\$	-

Print Name & Title _____ Submitted By - Authorized Signature _____ Date _____

- Notes:**
- (a) One Instructor per form
 - (b) Course Name (i.e. January 2016 CME, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
 - (c) For reimbursement the class must be preauthorized by PCEMS through the issuance of a Authorized Class Code.
 - (d) First Name, Last Name of person covering - must be same rank or below.
 - (e) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.



MADEIRA BEACH BOARD OF COMMISSIONERS

June 9, 2016 – Agenda Report

FROM: Vincent M. Tenaglia, Assistant City Manager

SUBJECT: **AUTHORIZATION TO EXECUTE FINANCIAL AUDIT ENGAGEMENT LETTER FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016 WITH WELLS, HOUSER & SCHATZEL, P.A., IN ACCORDANCE WITH RFP NO. 15-1100.**

BACKGROUND: Included in the annual audit process is a requirement of the Board of Commissioners to approve the auditor's scope of work. The attached engagement letter dated June 3, 2016 includes the auditor's proposed service agreement. Broadly stated, the agreement includes an understanding that the auditor's primary responsibility is to express an opinion as to whether the City's year-end financial statements are fairly presented, in all material respects, and in conformity with generally accepted accounting principles. The engagement letter also identifies the activities, schedules, and reports which are inherently related to the assessment of the financial statements. The auditor's scope of work generally includes limited procedures relating to such items.

BUDGETARY IMPACT: In accordance with the terms and conditions of the original RFP, the auditor's proposed fees are as follows:

- Audit of basic financial statements: \$26,400
- CAFR preparation assistance: \$7,000
- Single Audit, if applicable: \$5,800

RECOMMENDED BY STAFF: Finance staff recommends authorization to execute the engagement letter.

ATTACHMENT(S): Engagement letter dated June 3, 2016

WELLS, HOUSER & SCHATZEL, P.A.

CPA AND CONSULTING FIRM

John B. Houser, CPA
Peter C. Schatzel, CPA
Peter B. Wells, CPA

June 3, 2016

To the Honorable Mayor, Board of Commissioners,
City Manager and Assistant City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1916

We are pleased to confirm our understanding of the services we are to provide the City of Madeira Beach, Florida for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Madeira Beach, Florida (the City) as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedules of Changes to the Net Pension Liability and Related Notes
- 3) Other Postemployment Benefits (OPEB) Schedules of Employer Contributions and Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of EMS Allowable Costs – Budget and Actual
- 2) Schedule of Revenues and Expenditures – Deepwater Horizon Oil Spill

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) CAFR Introductory Section
- 2) CAFR Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when



considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to Honorable Mayor and Board of Commissioners of the City of Madeira Beach, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Madeira Beach, Florida in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with

(1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wells, Houser & Schatzel, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wells, Houser & Schatzel, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agency. If we are aware that a federal or state awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 19, 2016 and to issue our reports no later than January 31, 2017. John Houser is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$26,400 for the audit of the basic financial statements, \$7,000 for the CAFR preparation assistance and if applicable \$5,800 for Single Audit procedures and reports. CAFR printing and assembly costs will be billed at our actual cost that we estimate not to exceed \$750. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is expected this agreement will be renewed annually in accordance with our response to the City of Madeira Beach, Florida's RFP 15-1100, Auditing Services. However, both parties agree that the agreement may be terminated upon 30 days written notice if either party deems such action to be in its self interest. Upon such termination the City agrees to promptly pay the balance of any outstanding invoices for services rendered in connection with the corresponding audit engagement. Absent any such written notification this agreement will automatically renew for fiscal year 2017. The contract years and fees are as follows:

- 09/30/16 – Audit of basic financial statements \$26,400; CAFR preparation assistance \$7,000 and Single Audit if applicable \$5,800
- 09/30/17 - Audit of basic financial statements \$27,400; CAFR preparation assistance \$7,200 and Single Audit if applicable \$5,900

In addition, the agreement is renewable for up to two additional one year periods in years 09/30/18 and 09/30/19 by mutual agreement of the parties.

We appreciate the opportunity to be of service to the City of Madeira Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Wells, Houser & Schatzel, P.A.

Wells, Houser & Schatzel, P.A.
St. Petersburg, FL
June 3, 2016

RESPONSE:

This letter, composed of 6 pages, correctly sets forth the understanding of the City of Madeira Beach, Florida.

Management signature: _____

Title: Shane B. Crawford, City Manager

Date: _____

Governance signature: _____

Title: Travis Palladeno, Mayor

Date: _____



MADEIRA BEACH BOARD OF COMMISSIONERS

Development Agreement – Staff Report

June 7, 2016

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

SUBJECT: Holiday Isle Marina – Development Agreement

BACKGROUND: The attached Development Agreement has been prepared in concert with and to memorialize the specific provisions and conditions attendant to the approval of Ordinance 2015-18 rezoning the subject property from C-4 (Commercial Marine) to PD (Planned Development).

The City's Town Center Special Area Plan, Chapter 2, Development Standards, specifically requires an application for rezoning in this portion of the Causeway district of the Plan that provides for additional density/intensity, to utilize the PD (Planned Development) zoning process and seek approval of a Development Agreement.

The specific provisions enabling the City to consider a Development Agreement are set forth in the Comprehensive Plan - Future Land Use Element, Policies 2.1.2, 2.1.3 and 2.1.4; and the details by which the Development Agreement process is to be considered are set forth in the City's Land Development Regulations - Chapter 82, Section 82-2 and Chapter 86, Article IV, Section 86 – 141 through Section 86-149. Additionally, requirements for development agreements are provided in Florida Statutes, Section 163.3227.

On May 10, 2016, the Board of Commissioners voted 4 to 1 to approve Ordinance 2015-18 to amend the zoning designation on the subject property from C-4 (Commercial Marine) to PD (Planned Development) consistent with the accompanying Concept Plan, and subject to the specific provisions and conditions as set forth in the accompanying Development Agreement. The Board of Commissioners also considered the Development Agreement at this hearing. However, this item was continued to June 14, 2016.

At the May 10 hearing, questions were raised by a member of the Commission regarding the sufficiency and accuracy of the application materials submitted for the project. In response, staff conducted a complete review of the initial and the subsequent revised submittal materials. Based on this review, we have found that the application was determined during the review process, and is found upon this review, to be complete and valid as required by the City's Land Development Regulations, Chapter 110, Section 110-389.

SUMMARY
DESCRIPTION

The proposed development agreement under consideration is between the City and the owners of the property on which the Holiday Isles project is proposed. The agreement establishes the rights and responsibilities of the parties to the agreement. Some of the important features in this agreement include the following:

- It is valid for a period of up to 10 years from its effective date, or until all phases of construction are complete.
- It is tied to a specific concept plan for the site which is attached as an exhibit to the agreement.

- It includes the requirement for future site plan approval of each phase of the project consistent with Chapter 110, Article II of the Land Development Code.
- It details the specific off-site improvements that will need to be completed prior to the issuance of Certificates of Occupancy for the project.
- It specifies that permitting and design costs for the required off-site improvements will be paid by the developer.
- It specifies that the City will dedicate the transportation impact fees collected from this project for the design and construction of these improvements. Any costs that are not covered by the City's contribution will be paid by the developer.
- It allows for reductions in height, density, or intensity by up to 40 percent. Any increases height, density, or intensity, or any reductions greater than 40 percent require approval by the Board of Commissioners.

Subsequent to the February 8 Planning Commission hearing, based on public comment at the initial public hearing by the Board of Commissioners on March 16, and at the initiative of both the staff and applicant, several changes were made to the Development Agreement before the Commission public hearing on April 12, 2016. Most were minor editing changes. The principal substantive changes included the following:

- The final summary Site Data Table - Revised January 28, 2016.
- Specific provision regarding the requirement for site plan approval for each phase of the project consistent with Chapter 110, Article II of the Land Development Code.
- Clarification of the developer's responsibility to provide proof of the availability of adequate public water, sanitary sewer, and reclaimed water service.
- Clarification of the requirements to be met prior to Certificate(s) of Occupancy.
- Revision and clarification of the time within which construction must be initiated.
- Provision for a restrictive covenant requiring evacuation of any temporary lodging use upon the posting of a hurricane watch.
- Clarification of the provision requiring the developer to be responsible for all off-site roadway and utility improvements.
- Update of the estimate of impact fees based on the final Concept Plan.

Following discussions with affected parties, the applicant presented at the May 10th hearing amendments to the Development Agreement regarding site access along 150th Street. The amended conditions, which have been incorporated into the Development Agreement that is attached to this report, are as follows:

- (x) Additional Off-Site Improvements. *The Owner, in coordination with the City, shall diligently pursue the following action items to enhance access to the Project and to other residential communities with access along 150th Avenue. Such action items are not required to satisfy transportation concurrency requirements nor is approval of this Agreement contingent upon approval of any such action items by the FDOT.*
 - (a) *Owner and City shall coordinate efforts to lobby FDOT, and any other agency with regulatory authority over same, to modify the opening schedule for the Bridge on Tom Stuart Causeway to no more than twice per hour preferably at :15 and :45 past the hour.*
 - (b) *Owner and City shall coordinate efforts to lobby FDOT to prohibit any right turns from Gulf Boulevard to 150th Avenue while the traffic signal is red.*
 - (c) *Developer and City shall coordinate efforts to lobby FDOT to allow a traffic signal to be installed at Madeira Cove and 150th Avenue.*
 - (d) *Upon completion of the first phase of development Developer will retain an independent transportation engineer to complete a Traffic Signal Warrant Analysis (“Analysis”) to commence in February and conclude at the end of July. Nothing herein shall limit the Developer from meeting this obligation through a contribution to a study in partnership with another developer, so long as the Analysis takes place within 12 months of the completion of the first phase of development. The obligation hereunder is limited to the Analysis only and shall not extend to or require any other improvements not otherwise required in this Agreement.*

PLANNING COMMISSION RECOMMENDATIONS:

The Planning Commission considered the Development Agreement in conjunction with its review of the rezoning request to PD and accompanying Concept Plan at public hearing on February 8, 2016.

The Planning Commission recommended approval of the rezoning request, and to enter into the Development Agreement at that hearing by a vote of 7 - 0.

BUDGETARY IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends the Board of Commissioners approve and authorize execution of the attached final Development Agreement for Holiday Isle Marina in support of and as a condition to approval of Ordinance 2015-18.

ATTACHMENTS:

- Proposed Development Agreement
- Correspondence since May 10, 2016
- Affected Party Testimony from John L. Lipa dated May 17, 2016
- Notice of Intent to be a Party submitted by Timothy Paddock dated June 9, 2016

**DEVELOPMENT AGREEMENT
(HOLIDAY ISLE MARINA)**

THIS AGREEMENT (the "**Agreement**") made and entered into this ____ day of June, 2016 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; as provided for in the City's Town Center Special Area Plan;

5. The Concept Plan shows a development of hotel(s), condominium, restaurant, and marina uses with ancillary 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, the Town Center 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 28 January 2016

SITE AREA: 199,850 SF 4.59 ACRES

TABULATION TABLE		UNITS/COUNTS		BUILDING	SETBACK	PARKING		FAR/ BUILDING AREA-SF		ISR	
		PROPOSED	PERMITTED	HEIGHT PROPOSED ABOVE BFE (12'-0")	TO SEAWALL PROPERTY LINE BLDG	PROPOSED	REQUIRED	PROPOSED	PERMITTED	PROP.	REQ.
TEMPORARY LOGGING	BUILDING A LIMITED SERVICE HOTEL	150 UNITS		90 FT / STORES OVER 1 PARKING	62' SW to Bldg. 15' NW to P.Line 15' NE to P.Line 62' SE to Bldg.	150	150	99,205 SF			
	BUILDING F CONDO-HOTEL	122 UNITS		77 FT / STORES OVER 3 PARKING	0' SW to P.Line 105' NW to P.Line 62' NE to Bldg. 55' SE to Bldg.	122	122	71,882 SF			
	SUB-TOTAL	272 UNITS 69 UNITS/ACRE	573 UNITS 126 UNITS/ACRE			272 UNIT	272 UNIT	171,087 SF			
RESIDENTIAL	BUILDING C	22 UNITS		73 FT / STORES OVER 1 PARKING	15' SW to P.Line 59' NW to Bldg. 17' NE to P.Line 14' SE to P.Line	44	44	154,800 SF			
	BUILDING D	24 UNITS		93 FT / STORES OVER 1 PARKING		48	48				
	BUILDING E	22 UNITS		73 FT / STORES OVER 1 PARKING		44	44				
	SUB-TOTAL	68 UNITS 15 UNITS/ACRE	68 UNITS 15 UNITS/ACRE			136 UNIT	136 UNIT	154,800 SF			
COMMERCIAL	BUILDING B RESTAURANT	1	NOT SPECIFIED	34 FT 2 STORES OVER 1 PARKING	168' SW to Bldg. 82' NW to Bldg. 15' NE to P.Line 59' SE to Bldg.	50 1 PER 4 SEATS	50 1 PER 4 SEATS	17,000 SF			
	DOCKMASTER	1				2	2	1,000 SF			
	SUB-TOTAL					52	52	18,000 SF			
BOAT SLIPS	EXISTING COVERED DOCKS	23 EXISTING	EXISTING BLDG	20 FT		0	0				
	EXISTING OPEN SLIPS	34 EXISTING				0	0				
	PROPOSED SLIPS ASSIGNED TO CONDOS	11				0	0				
	TOTAL SLIPS ASSIGNED TO CONDOS	66				ADDITIONAL PARKING NOT REQUIRED					
	ADDITIONAL BOAT SLIPS	96				48	48				
SUB-TOTAL	164				48	48					
PARKING	SUB-TOTAL (FROM HOTELS & CONDOS)					460	460				
	BOAT SLIPS				16' SW to Bldg. 15' NW to Bldg. 16' NE to P.Line 24' SE to Seawall 14' SE to P.Line	46	46				
	PARKING CREDITS NON ASSIGNED ADDITIONAL PARKING	BICYCLE RACK				-3	-3				
	TOTAL PARKING					20	20				
	SUB-TOTAL					525	505	204,547 SF			
Upland parking spaces will be provided for the additional boat slips and will meet the City of Madeira's Code prior to construction.											
OVERALL SITE AREA TOTALS								546,434 SF	799,400 SF	135,850 SF	169,672SF
								2.74	4.00	67.98%	85.00%

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

- a) Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the Concept Site Plan attached as Exhibit "B".
- b) Final approval of the City's consulting engineer of the civil and utility site plan and construction plans for each phase of the development consistent with the Land Development Regulations, Ch. 110, Art. II requirements for Site Plan Approval.
- c) 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.

- d) 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.
- e) 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.
- f) Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to the initial Certificate of Occupancy being issued.
- g) 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 initial Certificate of Occupancy being issued.
- h) Proof of FDOT Drainage Connection permits required prior to the initial Certificate of Occupancy being issued.
- i) Proof of availability of potable water and sanitary sewer from Pinellas County; if available, the project should also avail itself to reclaimed water service.
- j) Final approval of the City's Public Works Department of the plans for solid waste collection prior to building permits being issued.
- k) Final approval of the Fire Chief of the site plan as it relates to the National Fire Protection Association code issues prior to building permits being issued.
- l) Final approval of the Community Services Department for the site's compliance with this Agreement, prior to each Certificate of Occupancy being issued.
- m) Receipt of the appropriate FDOT permits, after diligent efforts by both the Developer and City, for the construction of the Off-site Roadway Improvements, attached hereto as Exhibit "C" and as further defined hereinafter, and utility extensions as defined hereafter.
- n) Final approval of the parking count which shall be dependent upon the mix of uses, including parking associated with the proposed boat slips.
- o) Final approval of a phasing plan by the Community Development Department which shall show that each phase shall meet the minimum parking requirements, ISR and FAR as provided for by code.
- p) The Developer may adjust 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 parking is provided pursuant to the Land Development Regulations.

- q) 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.
- r) The Developer may subdivide the Property, as it deems appropriate, consistent with the following:
 - i) 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 plus leased submerged land. 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 Regulations. 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.
 - ii) 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. (2014) and Sections 86-141 through 86-149 of the Land Development Regulations 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 May, 2016, 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 Code, Sec. 110-397 to the contrary, the parties agree that the Owner shall have three (3) years to commence construction from the effective date hereof. The Owner shall initiate the application process for the Offsite Roadway Improvements no later than one year from the Effective Date hereof.

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 (2014). 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 substantial 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 except as provided for herein 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 substantially as shown on the Concept Plan unless, a modification is approved by FDOT and the City. Off-site Roadway Improvements shown on attached Exhibit C are made apart 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(s) up to 40% without an amendment of this Agreement, as provided for herein.

v) This Agreement and the Concept Plan attached hereto specify certain minimum setbacks, building heights, 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 unless otherwise provided for herein 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 pursuant to the Land Development Regulations.

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 pursuant to the Land Development Regulations is met prior to construction thereof.

vii) Phasing Plan. This Project may be constructed in phases. Each phase shall be approved by the City pursuant to Art. II of Chapter 110 of the Land Development Regulations and include sufficient parking for each phase. The Off-Site Roadway Improvements shall be constructed in conjunction with the first phase.

viii) Prior to the issuance of a Certificate of Occupancy for any building that includes a Temporary Lodging Use, the Owner shall record in the public records of Pinellas County a restrictive covenant requiring evacuation and closure as soon as possible after a hurricane watch that includes Madeira Beach is posted by the National Hurricane Center.

ix) The residential units constructed as part of the planned development shall not be limited or restricted by this Agreement with respect to short-term or transient rentals.

x) Additional Off-Site Improvements. The Owner, in coordination with the City, shall diligently pursue the following action items to enhance access to the Project and to other residential communities with access along 150th Avenue. Such action items are not required to satisfy transportation concurrency requirements nor is approval of this Agreement contingent upon approval of any such action items by the FDOT.

(a) Owner and City shall coordinate efforts to lobby FDOT, and any other agency with regulatory authority over same, to modify the opening schedule for the Bridge on Tom Stuart Causeway to no more than twice per hour preferably at :15 and :45 past the hour.

(b) Owner and City shall coordinate efforts to lobby FDOT to prohibit any right turns from Gulf Boulevard to 150th Avenue while the traffic signal is red.

(c) Developer and City shall coordinate efforts to lobby FDOT to allow a traffic signal to be installed at Madeira Cove and 150th Avenue.

(d) Upon completion of the first phase of development Developer will retain an independent transportation engineer to complete a Traffic Signal Warrant Analysis ("Analysis") to commence in February and conclude at the end of July. Nothing herein shall limit the Developer from meeting this obligation through a contribution to a study in partnership with another developer, so long as the Analysis takes place within 12 months of the completion of the first phase of development. The obligation hereunder is limited to the Analysis only and shall not

extend to or require any other improvements not otherwise required in this Agreement.

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 Concept Plan, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to 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.

The City shall use diligent efforts and cooperation to facilitate the issuance of permits for the Off-site Roadway Improvements, as defined below; however, any permitting and design costs associated with those improvements shall be the sole cost of the Developer.

11. 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.
- c) City of Madeira Beach Engineering construction permit.
- d) Pinellas County.
- e) Florida Department of Transportation.
- f) Florida Department of Environmental Protection.
- g) U.S. Army Corp of Engineers.
- h) 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.

12. 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 as stated below. Nothing herein shall bind the parties to these amounts but rather this shall be used as an estimate only.

272 hotel/condo-hotel units = \$872,576.00
18,000 sq. ft. restaurant and retail = \$147,690.00
68 multifamily residential units = \$84,864.00
107 additional boat slips to marina = \$87,098.00
Rough estimate of total impact fees = \$1,192,228.00

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 dedicate **100%** from its share of the Project's total collected Transportation Impact Fees for the design and construction of the Off-site Roadway Improvements ("City's Contribution") less any amounts provided for herein. In the event the Off-site Roadway Improvements are not paid in full by the City's share, the City will seek additional funding from alternative sources of funding and shall diligently work to secure the additional funding from Pinellas County's share of the transportation impact fee, or some other source. The Developer shall be responsible for all costs associated with the engineering, permitting and construction of the Off-Site Roadway Improvements that exceed the City's Contribution.

The City may otherwise utilize the Transportation Impact Fee in conjunction with this project to pay a traffic circulation and mobility study for the Town Center Special Area Plan area.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 attorney's 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.

20. 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.

21. 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.

22. 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.

23. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

24. 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 attorney's fees at mediation, trial and through any appellate proceedings.

25. 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
9800 4th Street North, Suite 200
St. Petersburg, FL 33702
ATTN: Jim Holton

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
To the City:

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

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

26. 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.

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

Signature page to follow

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this _____ day of June, 2016.

In the Presence of:

Robyn A. Moehring
Print Name Robyn A. Moehring

Katherine E. Cole
Print Name Katherine E. Cole

C & T Enterprises, Inc., a Florida corporation

By: *[Signature]*

Its: *President*

MHH Enterprises, Inc., a Florida corporation

Robyn A. Moehring
Print Name Robyn A. Moehring

Katherine E. Cole
Print Name Katherine E. Cole

By: *[Signature]*

Its: *President*

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

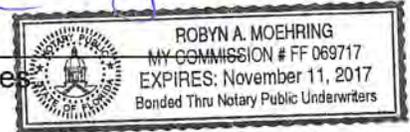
May The foregoing instrument was acknowledged before me this 19th day of ~~June~~, 2016 by Jim Holton as President of C & T Enterprises, Inc., a Florida corporation, on behalf of the Corporation, who is [] personally known to me or who has [] produced _____ as identification.

Robyn A. Moehring

Notary Public

Print Name: _____

My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF PINELLAS

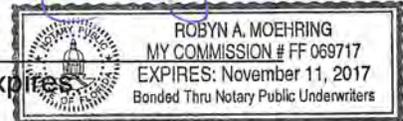
May The foregoing instrument was acknowledged before me this 19th day of ~~June~~, 2016 by Jim Holton as President of MHH Enterprises, Inc., a Florida corporation, on behalf of the Corporation, who is [] personally known to me or who has [] produced _____ as identification.

Robyn A. Moehring

Notary Public

Print Name: _____

My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of June, 2016 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 June, 2016 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"
Legal Description

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:

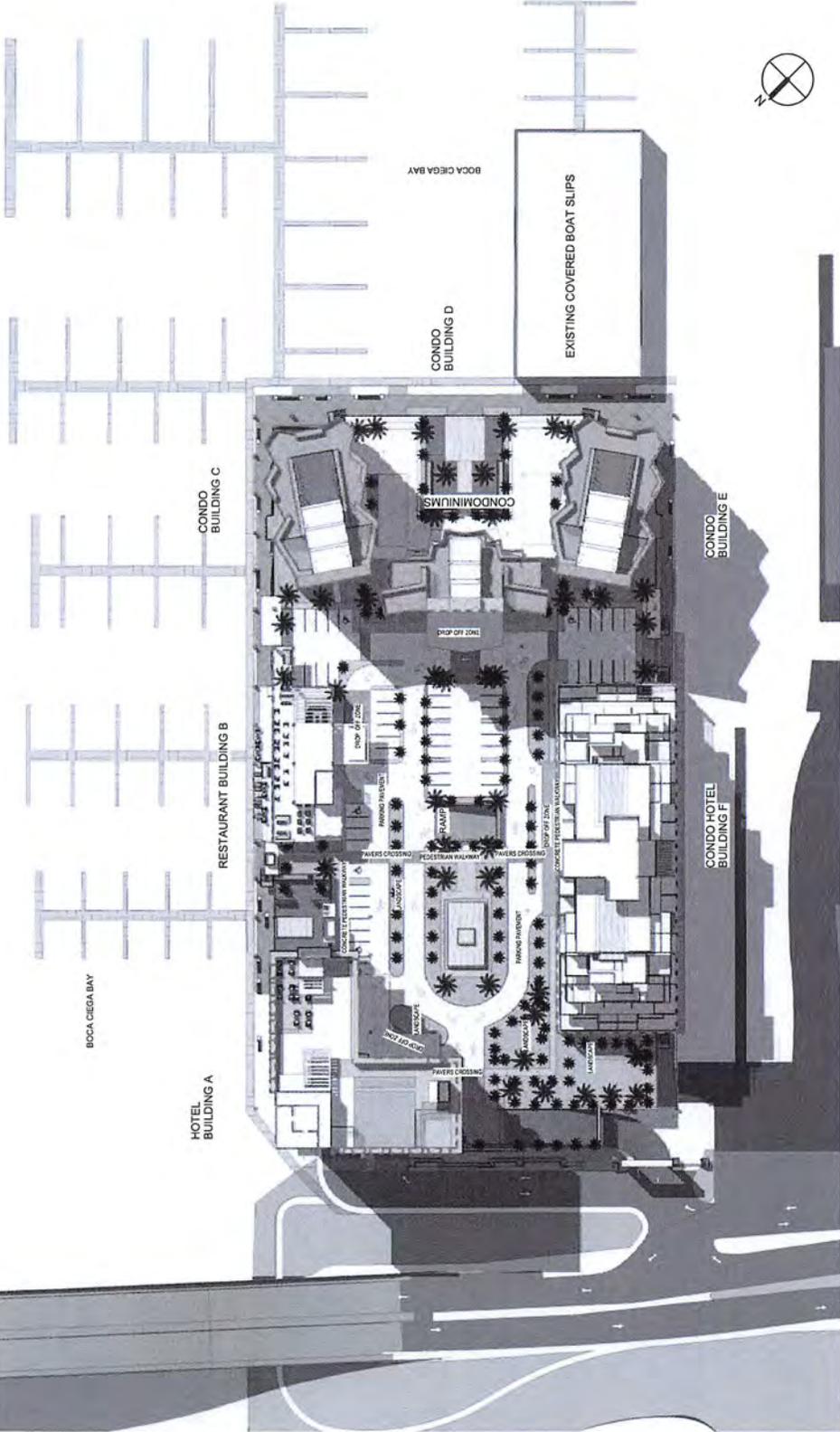
DESCRIPTION:

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 #	Sheet Name
A000	Cover Sheet
A001	Site Plan - Revised 03/24/2016
A002	Foundation Slab
A003	Hot Water Plan
A004	Acoustic Ceiling
A101	Level 1
A102	Level 2
A103	Level 3
A104	Level 4
A105	Level 5
A106	Level 6
A107	Level 7
A108	Level 8
A109	Level 9
A110	Level 10
A111	Level 11
A201	Sections
A400	Elevations
A401	Sections
A500	Views
A501	Views
A600	Ground Level Condo Hotel Master Plan
A601	Ground Level Condo Hotel Master Plan
A602	Ground Level Condo Hotel Master Plan
A603	Ground Level Condo Hotel Master Plan
A604	Ground Level Condo Hotel Master Plan
A605	Ground Level Condo Hotel Master Plan
A606	Ground Level Condo Hotel Master Plan
A607	Ground Level Condo Hotel Master Plan
A608	Ground Level Condo Hotel Master Plan
A609	Ground Level Condo Hotel Master Plan
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A615	Ground Level Condo Hotel Master Plan
A616	Ground Level Condo Hotel Master Plan
A617	Ground Level Condo Hotel Master Plan
A618	Ground Level Condo Hotel Master Plan
A619	Ground Level Condo Hotel Master Plan
A620	Ground Level Condo Hotel Master Plan
A621	Ground Level Condo Hotel Master Plan
A622	Ground Level Condo Hotel Master Plan
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A699	Ground Level Condo Hotel Master Plan
A700	Ground Level Condo Hotel Master Plan

Revision Number	Revision Description	Revision Date
1	Draw Title Block	3/12/16
2	Monument Entrance & Access Road	3/12/16
3	OWNERSHIP ADDRESSES REUSED	24 MARCH 2016

Revision Number	Revision Description	Revision Date
1	Draw Title Block	3/12/16
2	Monument Entrance & Access Road	3/12/16
3	OWNERSHIP ADDRESSES REUSED	24 MARCH 2016

PROJECT TEAM DIRECTORY

PROJECT OWNER
The Hilton Companies

ARCHITECT
BEHAR+PETERANECZ ARCHITECTURE
103 ROGERS STREET
MADEIRA BEACH, FLORIDA 33756
PHONE: 727-476-3073

Holiday Isle Marina
555 & 565 150TH AVE. MADEIRA BEACH FLORIDA

Cover Sheet

A000

OWNERSHIP ADDRESSES REUSED
24 MARCH 2016

15.25
1" = 86'-0"
01/08/16

103 Rogers Street
CLEARWATER, FL 33756
L: 727 476 3073 F: 727 476 3074

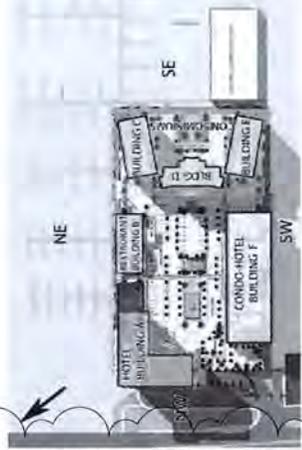
BeharPeteranecz
A00001704

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Holiday Isle Site Data Table Revised 28 January 2016
 SITE AREA: 199,850 SF 4.59 ACRES

TABULATION TABLE	UNITS/COUNTS		BUILDING	SETBACK TO SEAWALL/ PROPERTY LINE/ BLDG	PARKING		FAR BUILDING AREA-SF		ISR	
	PROPOSED	PERMITTED			HEIGHT PROPOSED ABOVE BFE (7-27)	PROPOSED	REQUIRED	PROPOSED	PERMITTED	PROP.
TEMPORARY LODGING	BUILDING A LIMITED SERVICE HOTEL	150 UNITS	50 FT 7 STORES OVER 1 PARKING	82 SW to Bldg. 15 NE to P Line 82 SE to Bldg.	150	150	99,205 SF			
	BUILDING F CONDO-HOTEL	122 UNITS	77 FT 5 STORES OVER 3 PARKING	0 SW to P Line 105 NW to P Line 82 NE to Bldg. 55 SE to Bldg.	122	122	71,882 SF			
	SUB-TOTAL	272 UNITS 58 UNITS/ACRE	573 UNITS 122 UNITS/ACRE		272 1 UNIT	272 1 UNIT	171,087 SF			
RESIDENTIAL	BUILDING C	22 UNITS	73 FT 7 STORES OVER 1 PARKING	15 SW to P Line 59 NW to Bldg.	44	44	154,800 SF			
	BUILDING D	24 UNITS	93 FT 9 STORES OVER 1 PARKING	17 NE to P Line 14 SE to P Line	48	48				
	BUILDING E	22 UNITS	73 FT 7 STORES OVER 1 PARKING		44	44				
SUB-TOTAL	68 UNITS 15 UNITS/ACRE	68 UNITS 15 UNITS/ACRE		136 2 UNIT	136 2 UNIT	154,800 SF				
COMMERCIAL	BUILDING B RESTAURANT	1	34 FT 2 STORES OVER 1 PARKING	168 SW to Bldg. 82 NW to Bldg. 15 NE to P Line 55 SE to Bldg.	50 1 PER 4 SEATS	50 1 PER 4 SEATS	17,000 SF			
	DOCKMASTER	1			2	2	1,000 SF			
	SUB-TOTAL				52	52	18,000 SF			
BOAT SLIPS	EXISTING COVERED DOCKS	23 EXISTING	20 FT		0	0				
	EXISTING OPEN SLIPS	34 EXISTING			0	0				
	PROPOSED SLIPS ASSIGNED TO CONDOS	11			0	0				
TOTAL SLIPS ASSIGNED TO CONDOS	68									
ADDITIONAL BOAT SLIPS	96				48	48				
SUB-TOTAL	164				48	48				
PARKING	SUB-TOTAL (FROM HOTELS & CONDOS)				460	460				
	BOAT SLIPS				48	48				
	PARKING CREDITS NON ASSIGNED				-3	-3				
	ADDITIONAL PARKING				20	20				
TOTAL PARKING				525	505	204,547 SF				
OVERALL SITE AREA TOTALS							548,434 SF	799,400 SF	135,850 SF	169,872 SF
							2.74	4.00	67.88%	85.00%

Additional parking spaces will be provided for the additional boat slips and will meet the City of Madeira's Code prior to construction.

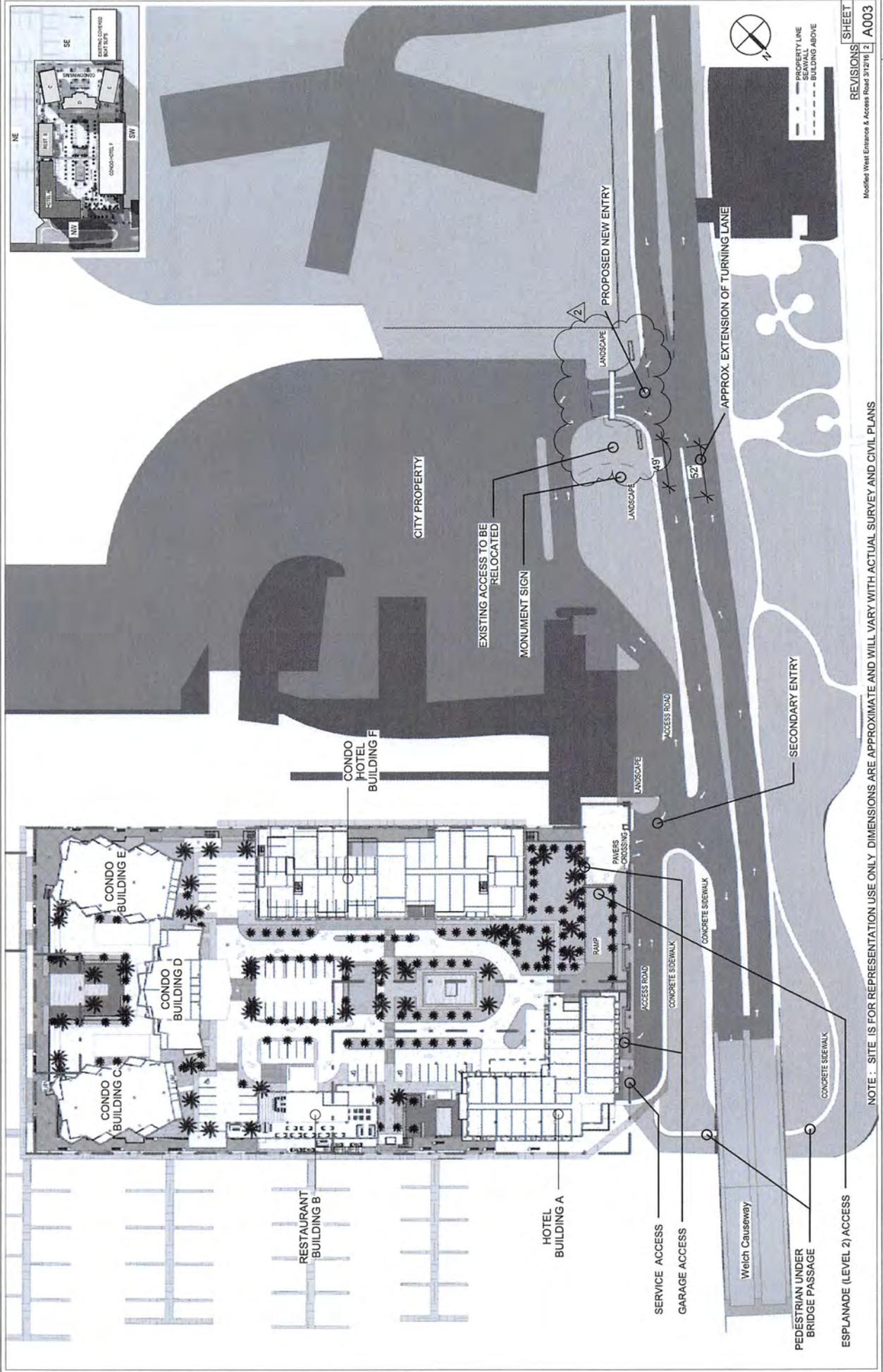


REVISIONS SHEET
 Date Table 1/28/16 | A002
 15.25
 1/27 4/16 3/13 1/1 7/27 4/15 3/14
 18" = 1'-0"
 01/08/16

BeharPetrapecz
 ARCHITECTS
 103 Rogers Street
 CLEARWATER, FL 33766
 T. 727.476.3073 F. 727.476.3074
 A00201701
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Tabulation Sheet

Holiday Isle Marina



REVISIONS SHEET
 Modified West Entrance & Access Road 3/12/18 2 A003

15.25
 As Indicated
 01/08/18

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 A0000705

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Ref. Master Plan

Holiday Isle Marina

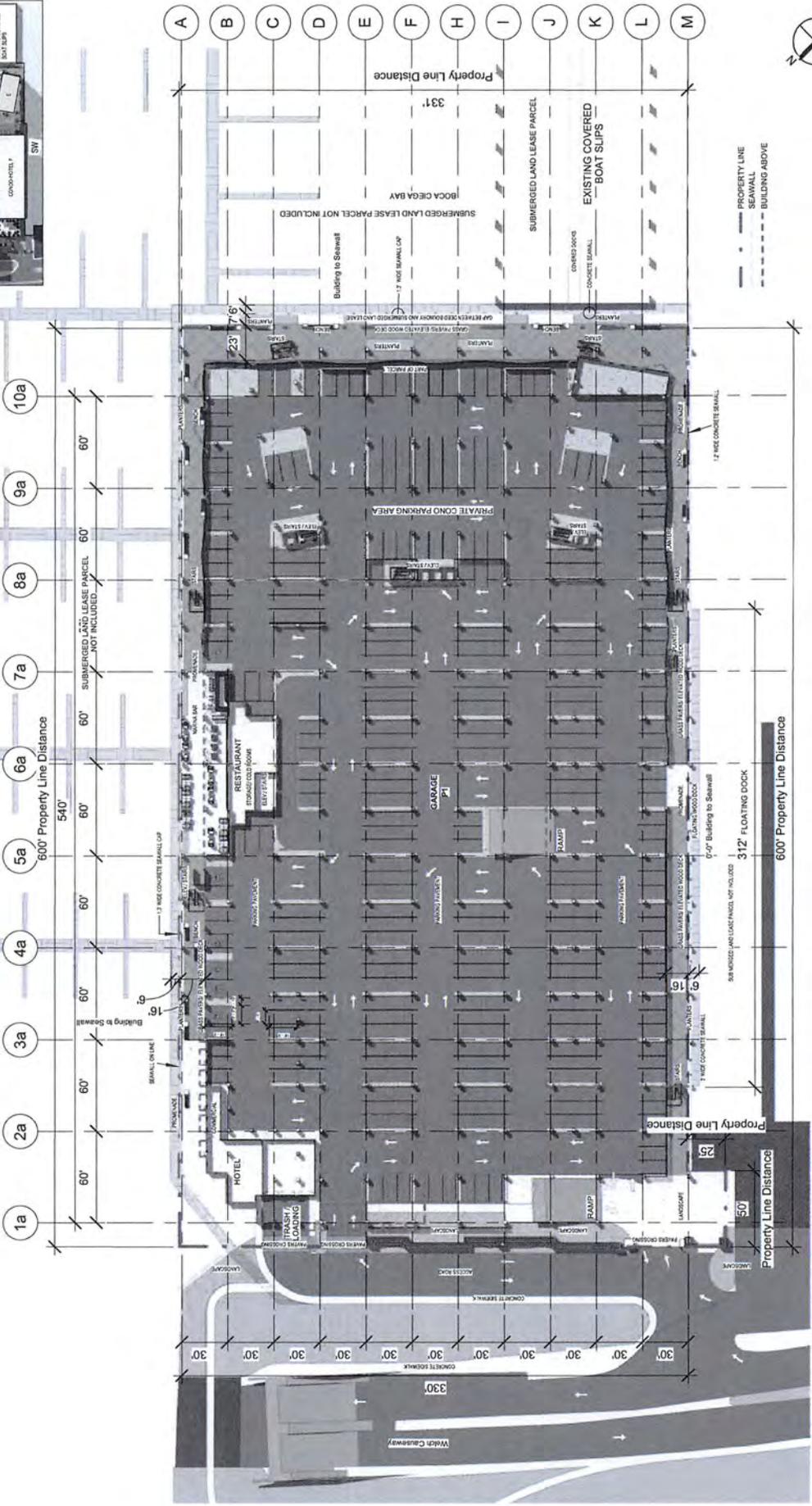
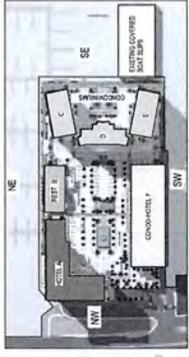
NOTE: SITE IS FOR REPRESENTATION USE ONLY. DIMENSIONS ARE APPROXIMATE AND WILL VARY WITH ACTUAL SURVEY AND CIVIL PLANS



EXISTING CONDITIONS



PROPOSED MASTER PLAN



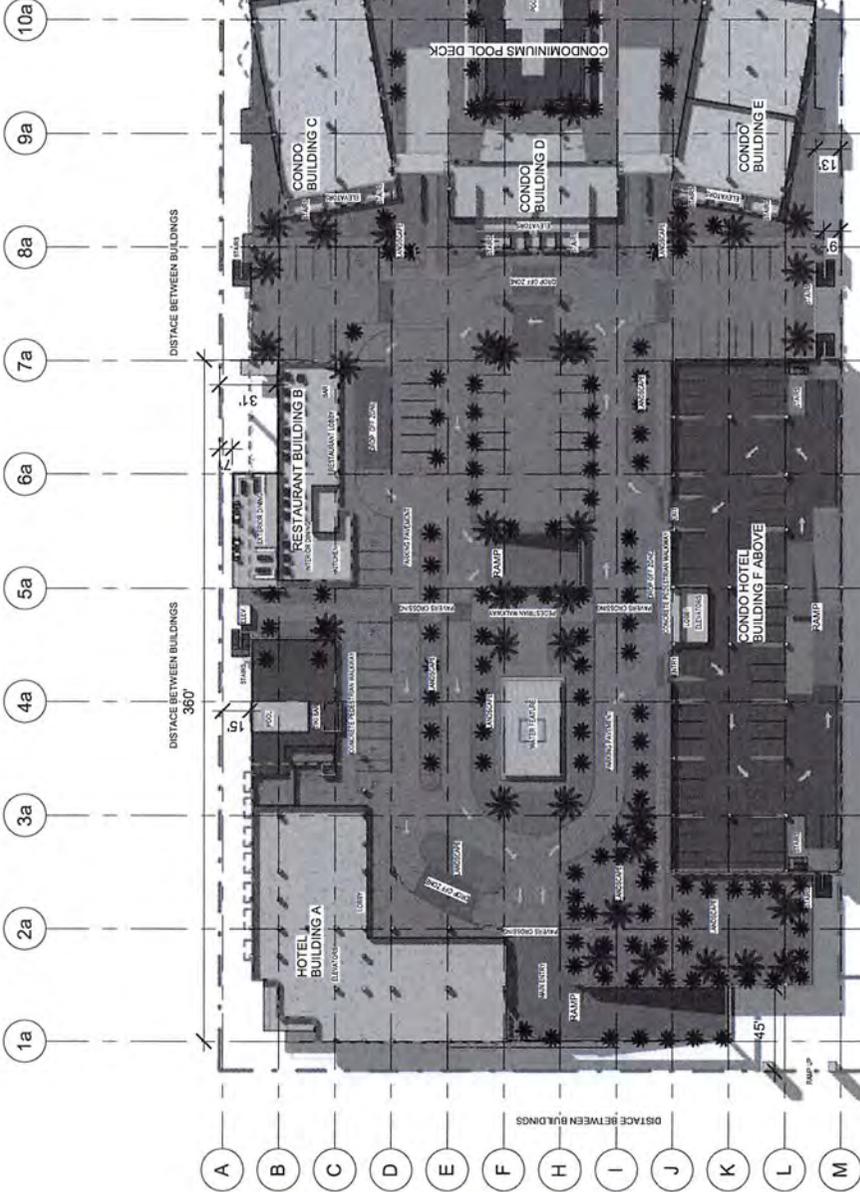
REVISIONS SHEET
A 100

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01/09/16

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Ground Level (Level 1)

Holiday Isle Marina



REVISIONS SHEET A101

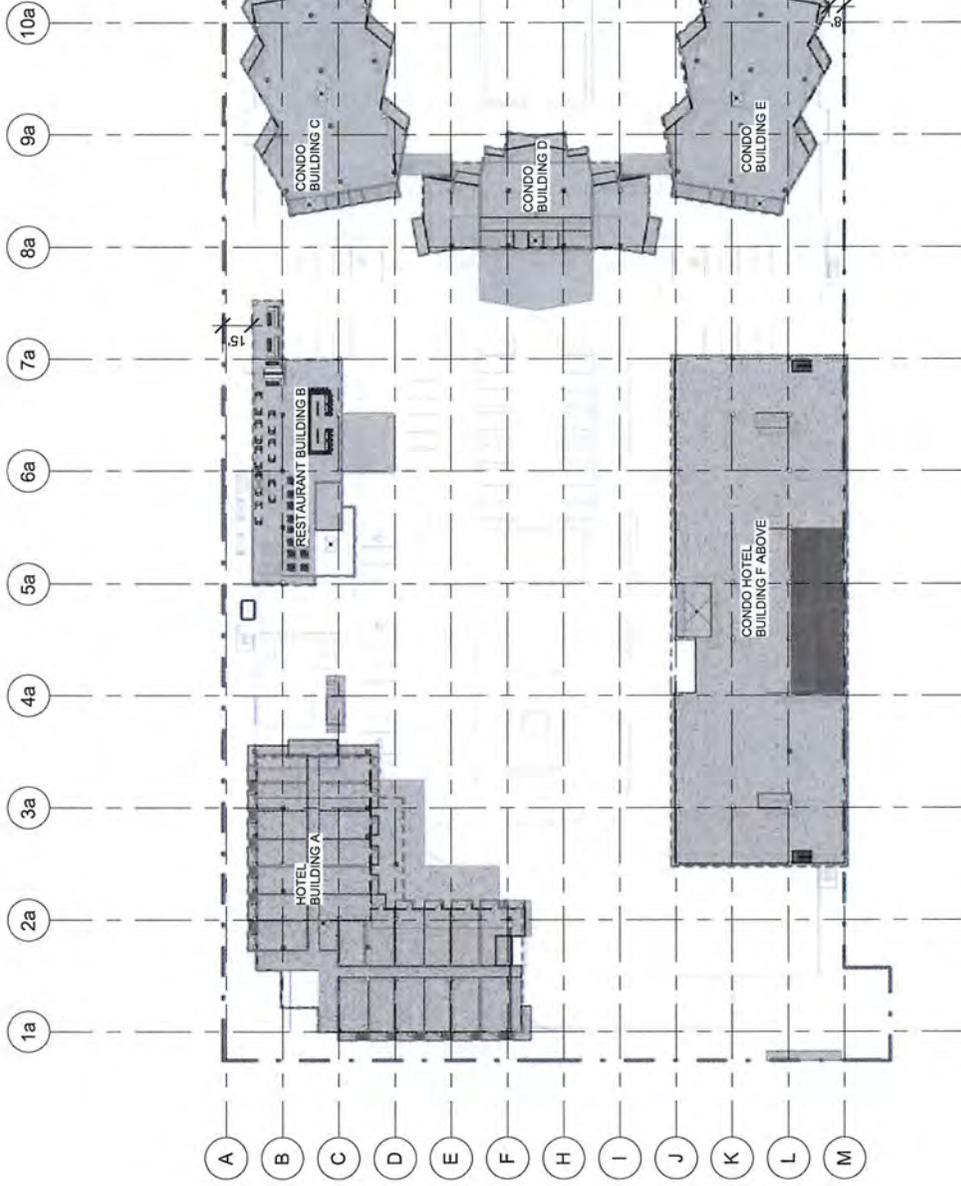
15.25
As ISSUED
01/08/16

103 Esplanade Street
CLEARWATER, FL 33766
L 727 478 3073 | F 727 478 3074

AA025001105
BeharPetraPetra

Esplanade Level (Level 2)

Holiday Isle Marina
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NOTE: DIMENSIONS SHOWN
 1. FOR REFERENCE REFER TO THE
 TABULATION TABLE ON SHEET
 2. FOR ADDITIONAL
 INFORMATION.
 --- PROPERTY LINE
 --- BUILDING ABOVE

REVISIONS SHEET
 A102

103 Beach Street
 CLEARWATER, FL 33756
 t. 727-478-3073 | f. 727-478-3074
 01/08/18

BeharPeteranecz

Level 3

Holiday Isle Marina

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10a

9a

8a

7a

6a

5a

4a

3a

2a

1a

A

B

C

D

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H

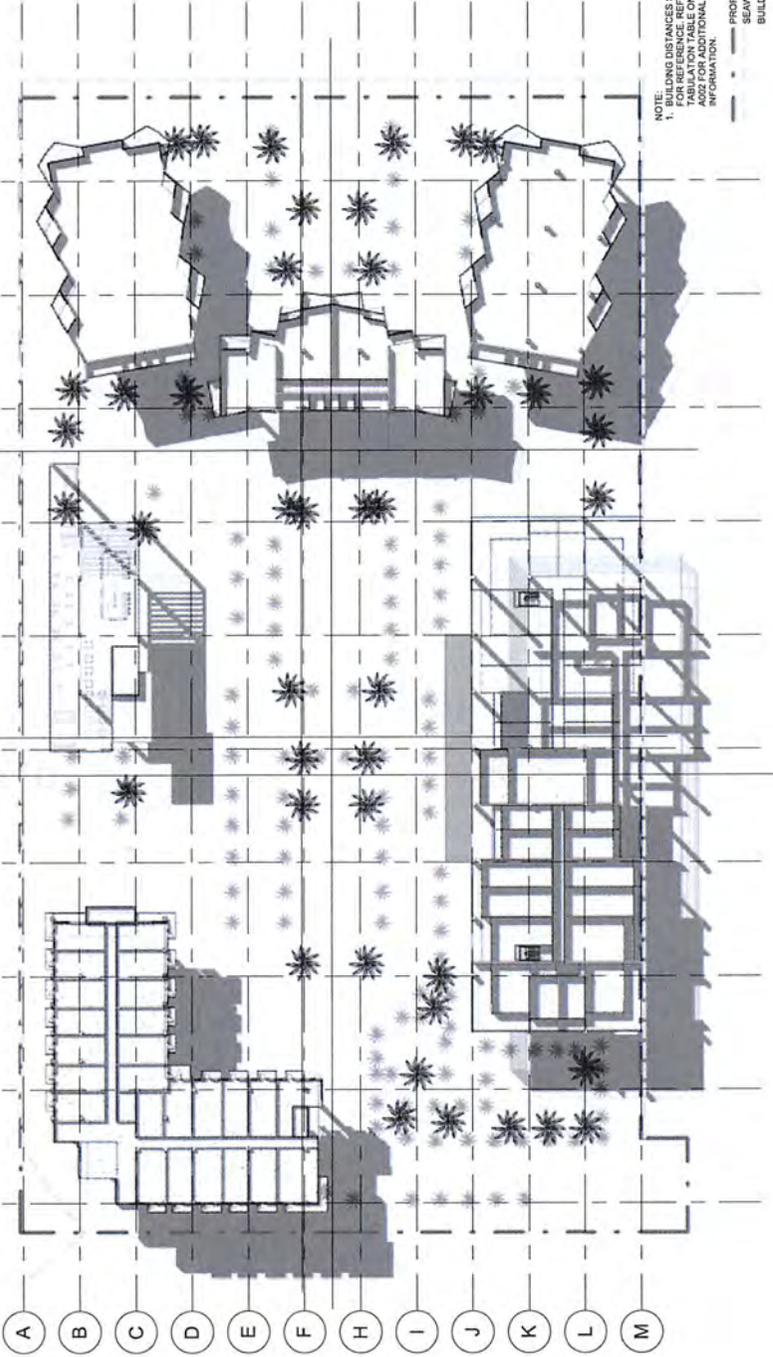
I

J

K

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M



NOTE: DIMENSIONS SHOWN
 IN THIS DRAWING ARE FOR
 INFORMATION ONLY. FOR
 FABRICATION, REFER TO THE
 FABRICATION TABLE ON SHEET
 A100/101 FOR ADDITIONAL
 INFORMATION.

--- PROPERTY LINE
 ——— BUILDING ABOVE
 - - - SEAWALL

REVISIONS SHEET
 A104

10a

9a

8a

7a

6a

5a

4a

3a

2a

1a

A

B

C

D

E

F

H

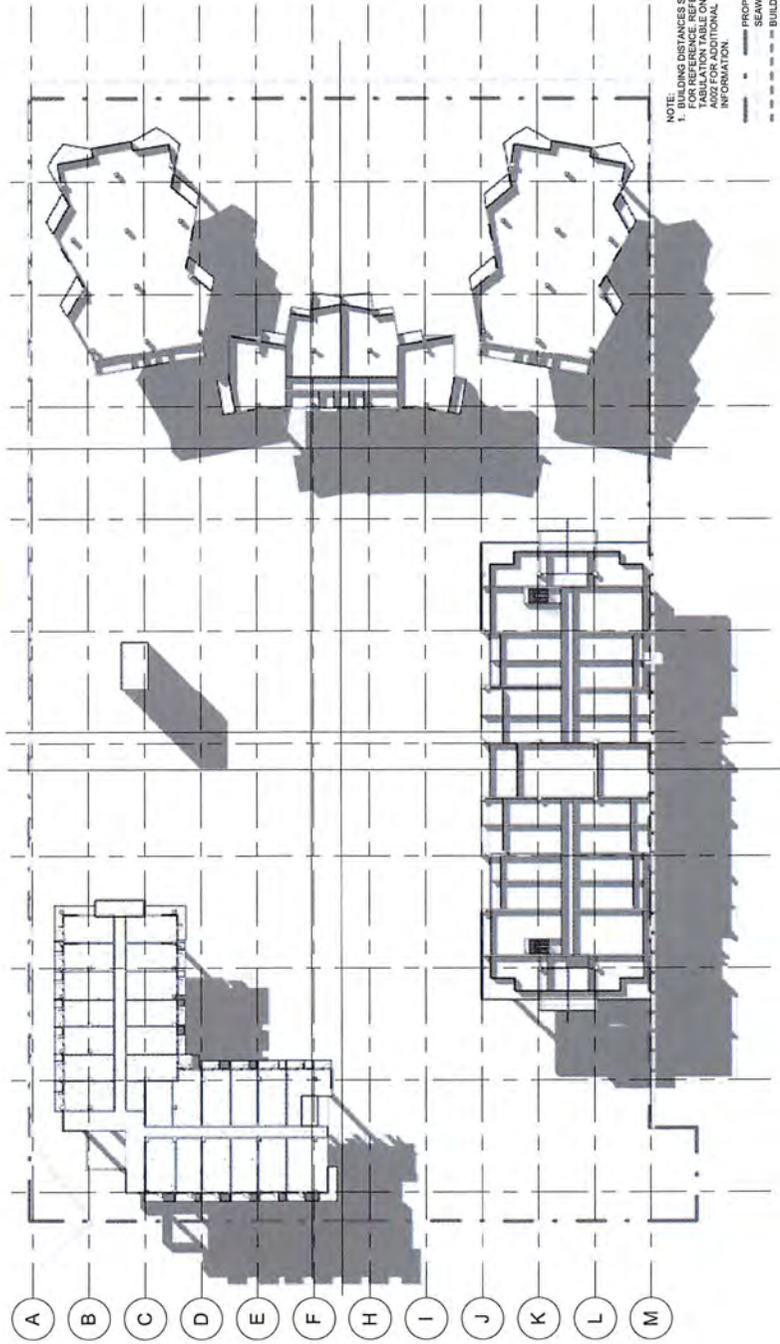
I

J

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L

M



NOTE:
 BUILDING DISTANCES SHOWN
 IN THIS PLAN ARE TO BE
 USED FOR REFERENCE ONLY.
 FOR REFERENCE REFER TO THE
 TABULATION TABLE ON SHEET
 A10001701 FOR ADDITIONAL
 INFORMATION.

----- PROPERTY LINE
 - - - - - SEAWALL
 BUILDING ABOVE

REVISIONS SHEET
 A 105

103 Rogers Street
 CLEARWATER, FL 33756
 1" = 60'-0"
 1: 727 478 3073 | 1: 727 478 3074
 01/08/16

AA0001701
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Level 5

Holiday Isle Marina

10a 9a 8a 7a 6a 5a 4a 3a 2a 1a



NOTE:
 1. BUILDING DISTANCES SHOWN
 FOR REFERENCE. REFER TO THE
 ARCHITECT'S GENERAL NOTES SHEET
 A102 FOR ADDITIONAL
 INFORMATION.

--- PROPERTY LINE
 --- SEAWALL
 --- BUILDING ABOVE

REVISIONS SHEET
 A 106

103 Rogers Street
 CLEARWATER, FL 33768
 L 727 478 3073 F 727 478 3074
 01/08/16

BeharPetranecz

Level 6

Holiday Isle Marina

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NOTE:
 1. BUILDING DISTANCES SHOWN
 ARE FOR REFERENCE TO THE
 CONSTRUCTION MALE (ON SHEET)
 A402 FOR ADDITIONAL
 INFORMATION.

— PROPERTY LINE
 - - - SEAWALL
 - - - BUILDING ABOVE

REVISIONS SHEET
 A107

103 Rogers Street
 CLEARWATER, FL 33756
 1. 727 478 3073 F. 727 478 3074
 01/08/16

BeharPetraencec

Level 7

Holiday Isle Marina

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NOTE:
 1. BUILDING DISTANCES SHOWN
 FOR REFERENCE REFER TO THE
 ARCHITECTURAL SCHEDULE
 A002 FOR ADDITIONAL
 INFORMATION.

PROPERTY LINE
 SEAWALL
 BUILDING ABOVE

REVISIONS SHEET
 A108

103 ROPPIN STREET
 CLEARWATER, FL 33756
 L 727 478 3073 | F 727 478 3074
 01/08/16

15.25
 1" = 60'-0"

BeharPeteranecz

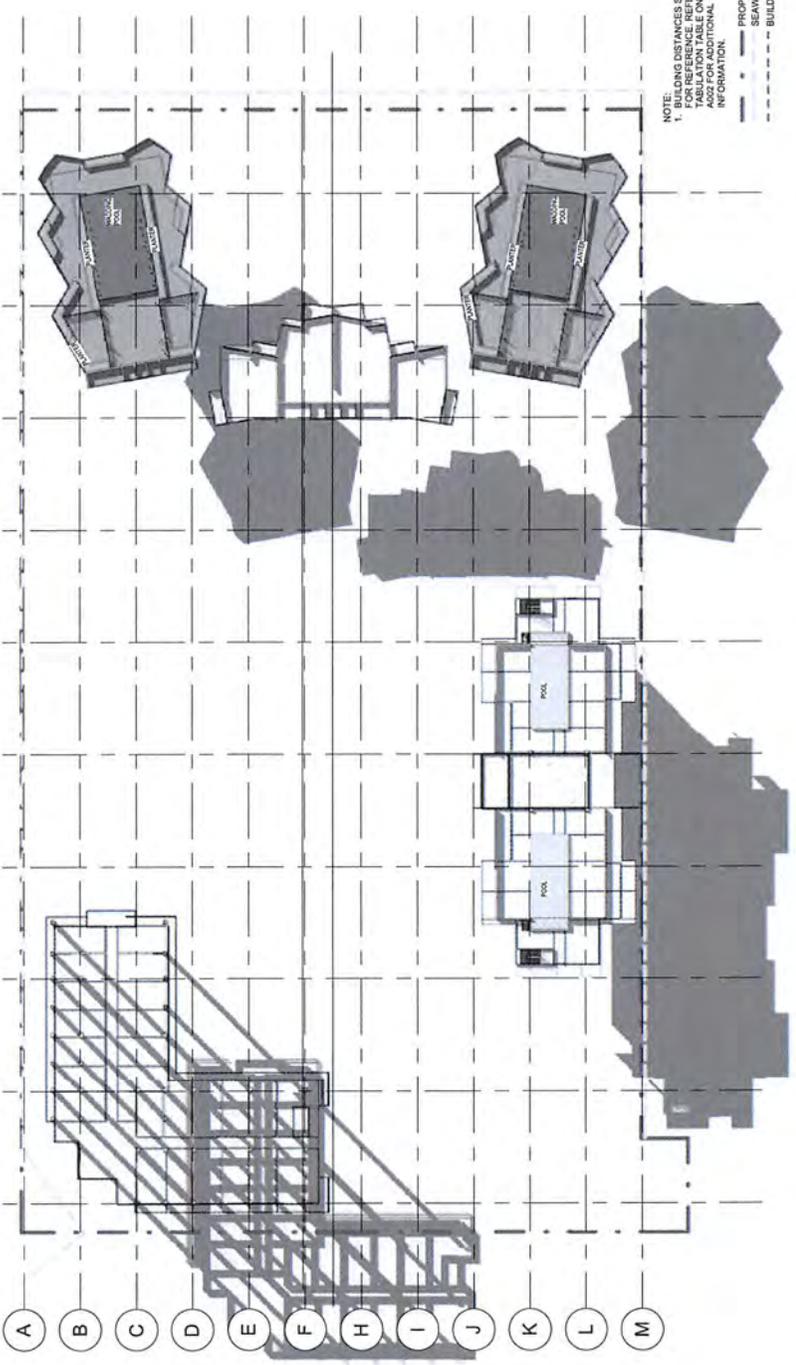
Level 8

Holiday Isle Marina

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A B C D E F H I J K L M



NOTE:
1. BUILDING DISTANCES SHOWN IN THE TABLE ON SHEET A002 FOR ADDITIONAL INFORMATION.
— PROPERTY LINE
- - - SEAWALL
· · · BUILDING ABOVE

REVISIONS SHEET A109

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1" = 60'-0"
01/08/16

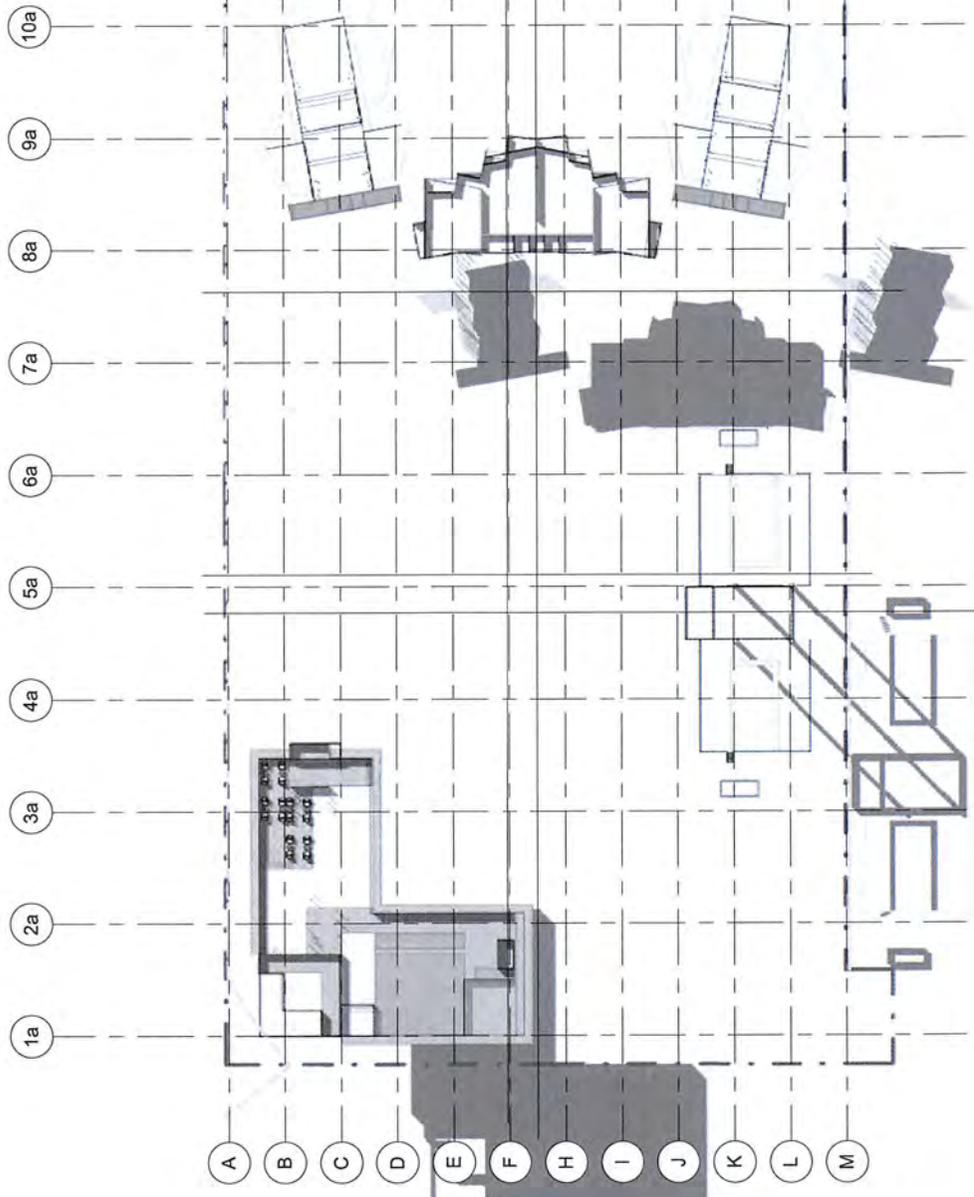
103 Behar Street
CLEARWATER, FL 33768
AAS20001705 | t. 727.478.3073 | f. 727.478.3074

BeharPeteranecz

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Level 9

Holiday Isle Marina



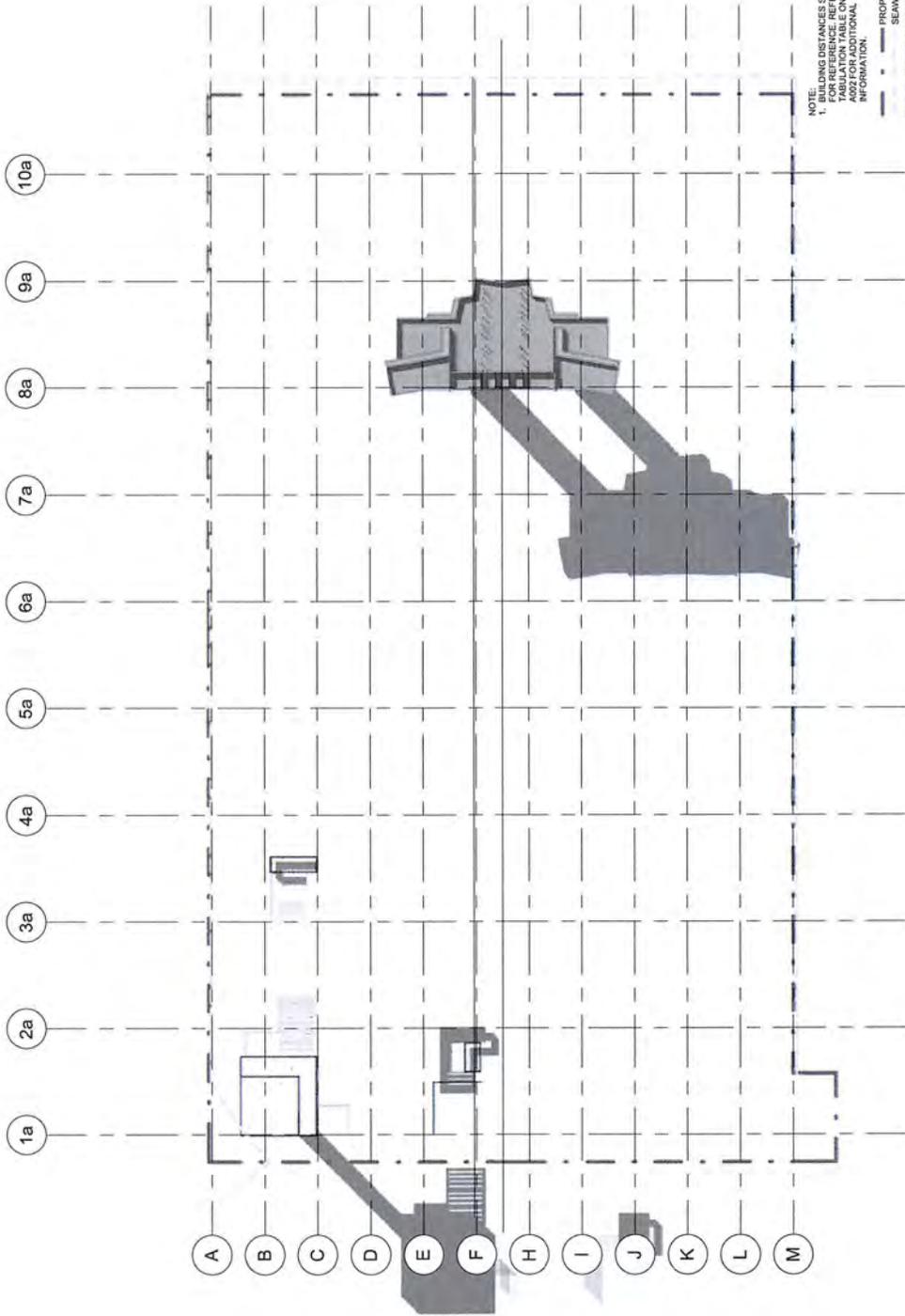
REVISIONS SHEET A110

103 Rogers Street
 CLEARWATER, FL 33766
 1. 727.478.3073 | F. 727.478.3074
 15.25
 1" = 60'-0"
 01/09/16

AA00001704
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Level 10

Holiday Isle Marina



REVISIONS SHEET
A111

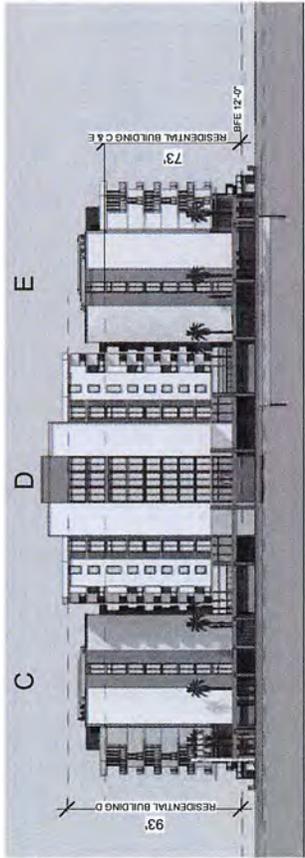
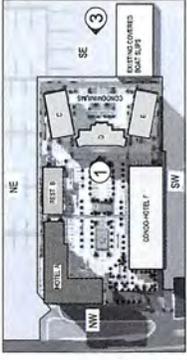
103 Rogers Street
CLEARWATER, FL 33756
1. 727.478.3073 | 1. 727.478.3074
01/08/16

BeharPetrapecz

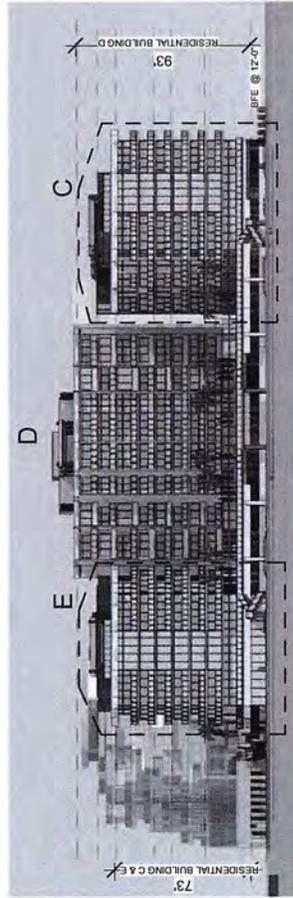
Level 11

Holiday Isle Marina

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1 CONDOMINIUMS SOUTHWEST ELEVATION



3 OVERALL SOUTHEAST VIEW ELEVATION

REVISIONS SHEET
A300

15.25
As indicated
01/08/16

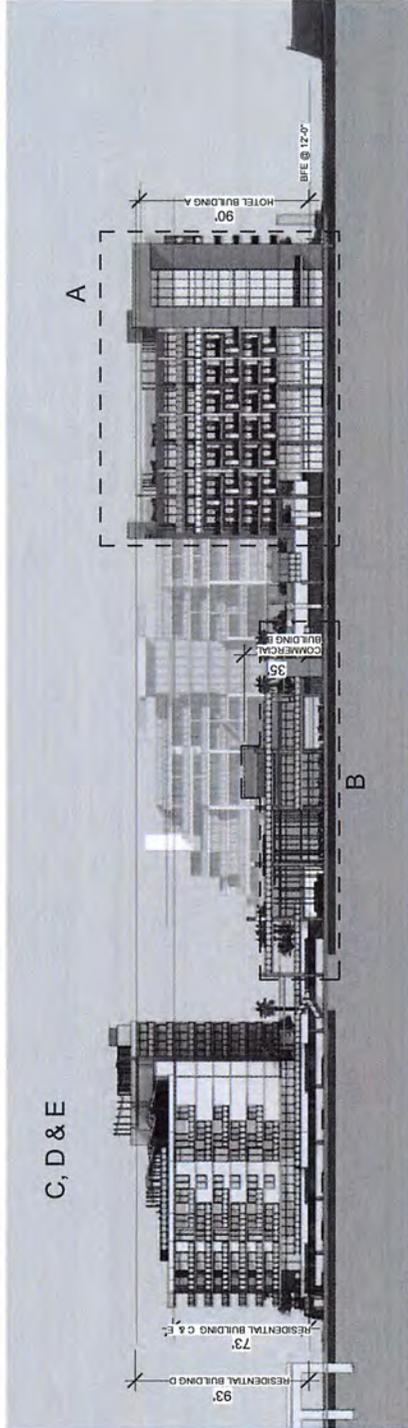
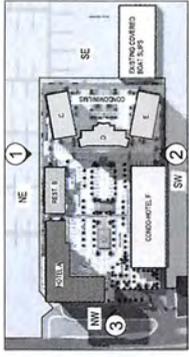
103 Rogers Street
CLEARWATER, FL 33766
4080001704 | 4 727 478-3073 | 1. 727 478-3074



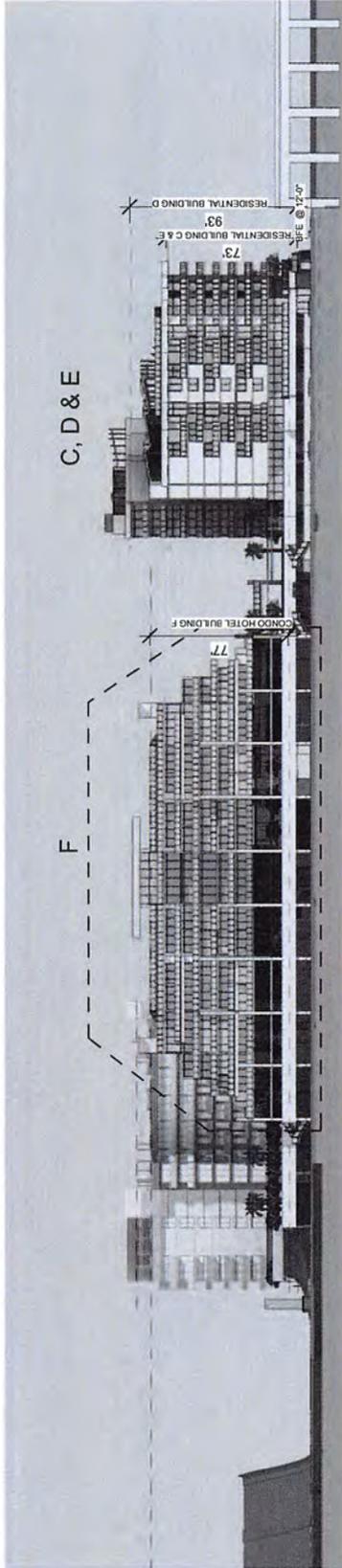
BeharPeteranecz
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Elevations

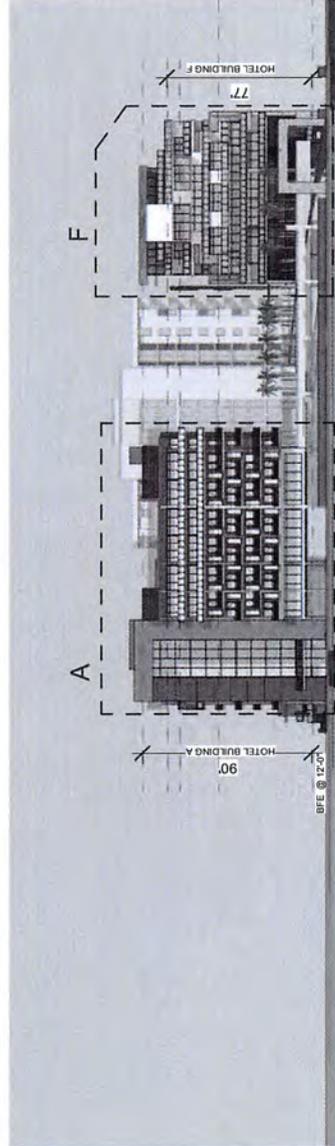
Holiday Isle Marina



1 OVERALL VIEW NORTHEAST ELEVATION



2 OVERALL VIEW SOUTHWEST ELEVATION



3 OVERALL VIEW NORTHWEST ELEVATION

REVISIONS	SHEET
	A301

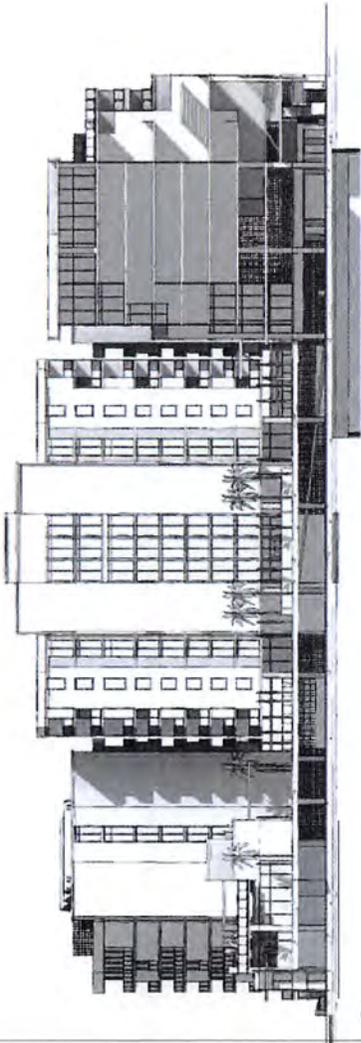
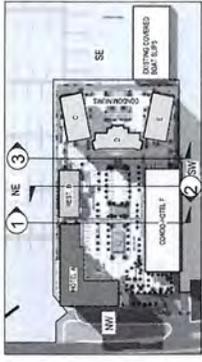
103 Rogers Street
 CLEARWATER, FL 33766
 L 727 478 3073 | F 727 478 3074
 01/08/16

BeharPeteranecz

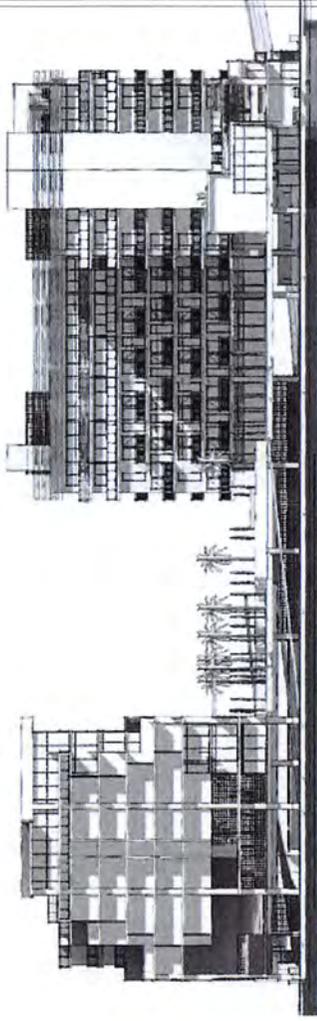
Elevations

Holiday Isle Marina

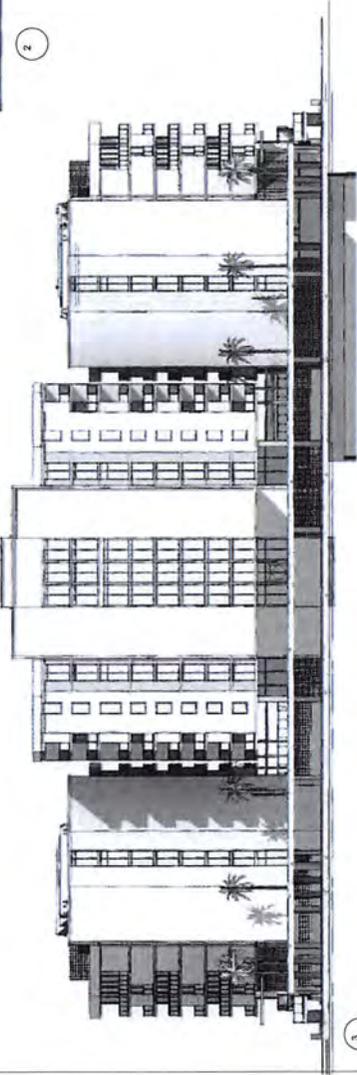
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1



2



3

REVISIONS	SHEET
	A400

15.25
As indicated
01/08/16

103 Rogers Street
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T 727 476 3073 F 727 476 3074

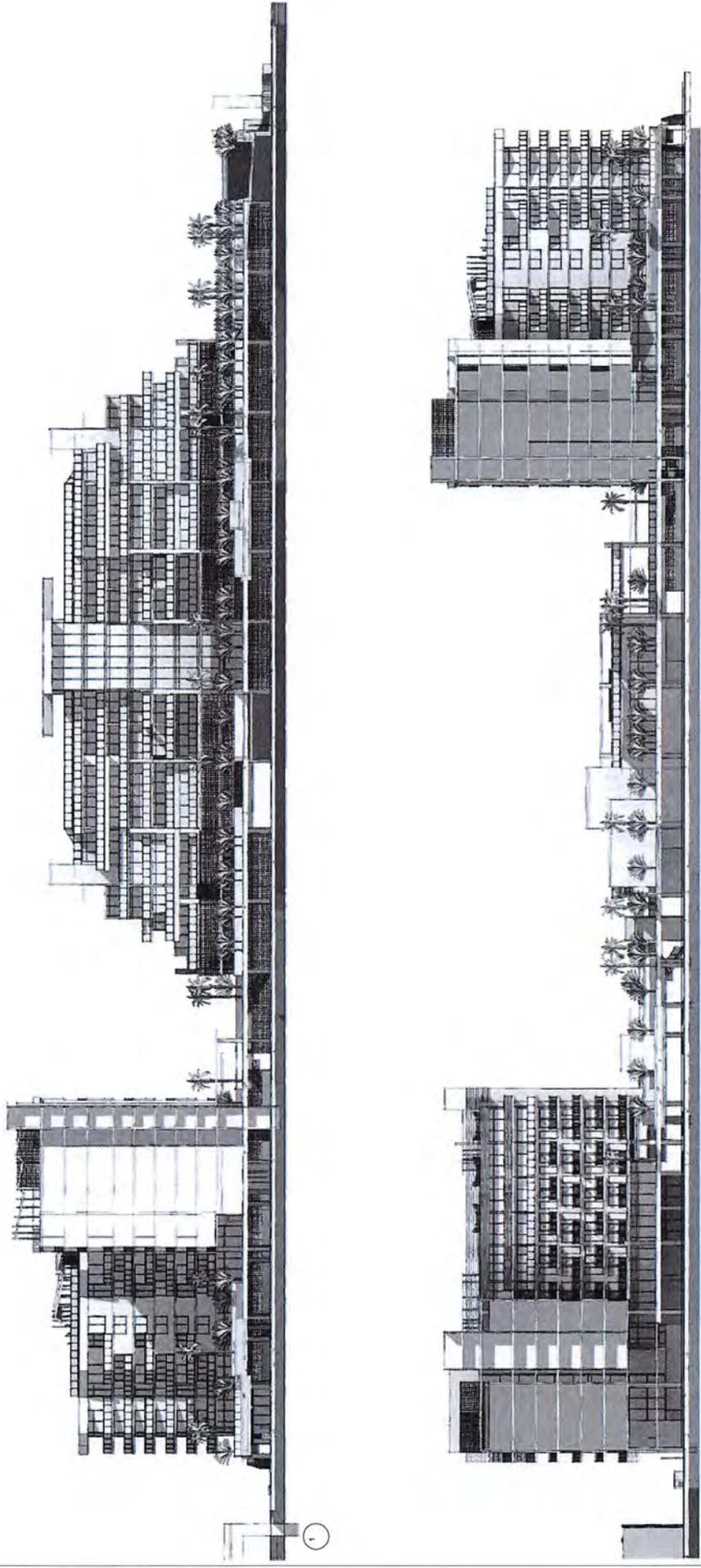
AA05007004

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Sections

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Holiday Isle Marina



REVISIONS SHEET A401

15.25
As indicated
01/08/16

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A40001704
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Sections

Holiday Isle Marina

1

2



1 MAIN ENTRY



2 PLAZA VIEW



3 PEDESTRIAN ACCESS



4 PROMENADE

REVISIONS
SHEET A500

Holiday Isle Marina

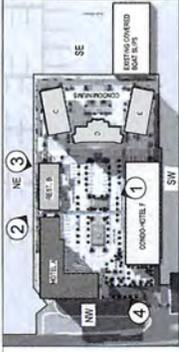
Views

BeharPeteranecz

ARCHITECT
103 Rogers Street
CLEARWATER, FL 33706
L 727 478 3073 | F 727 478 3074

15.25
6" = 1'-0"
01/09/16

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1 CONDO-HOTEL VIEW



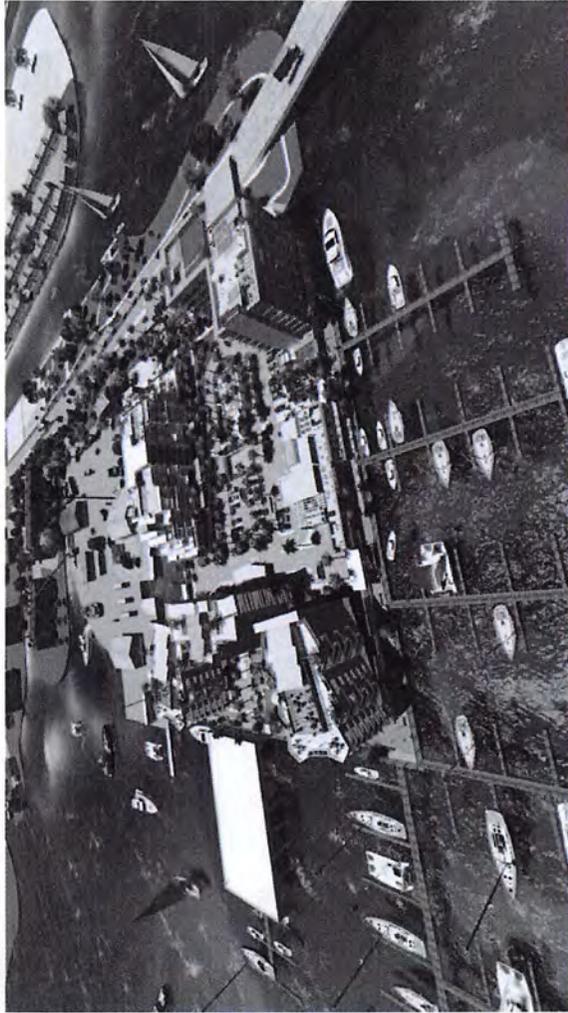
2 BROS EYE VIEW



3 RESTAURANT



4 BROS EYE ENTRY



1 HEAVENS VIEW



2 CAR VIEW FROM BRIDGE



3 CONDOS / PROMENADE

REVISIONS SHEET
A502

18.25
6" = 1'-0"
01/08/16

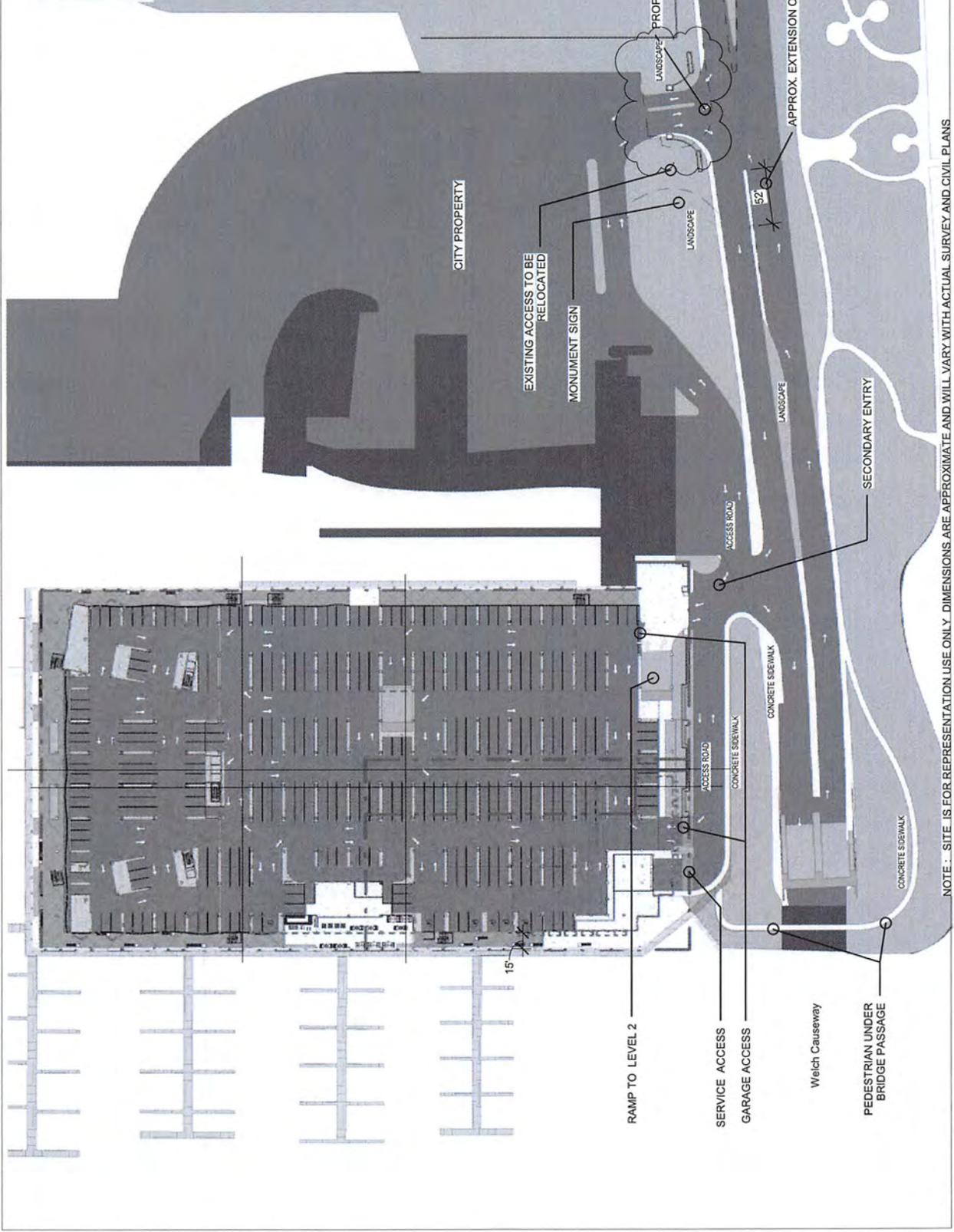
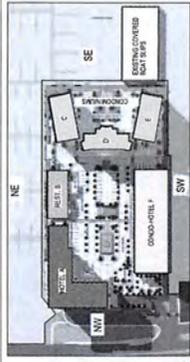
183 BAYVIEW STREET
CLEARWATER, FL 33766
L 727 478 3073 | F 727 478 3074

AK02011704
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BeharPeteranecz

Views

Holiday Isle Marina



REVISIONS

NO.	DESCRIPTION
1	Modified West Entrance & Access Road 3/12/16

15.25
 As indicated
 01/08/16

103 Rogers Street
 CLEARWATER, FL 33756
 L 727 476 3073 | F 727 476 3074

BeharPeteranecz
 ARCHITECTS

Modified West Entrance & Access Road 3/12/16

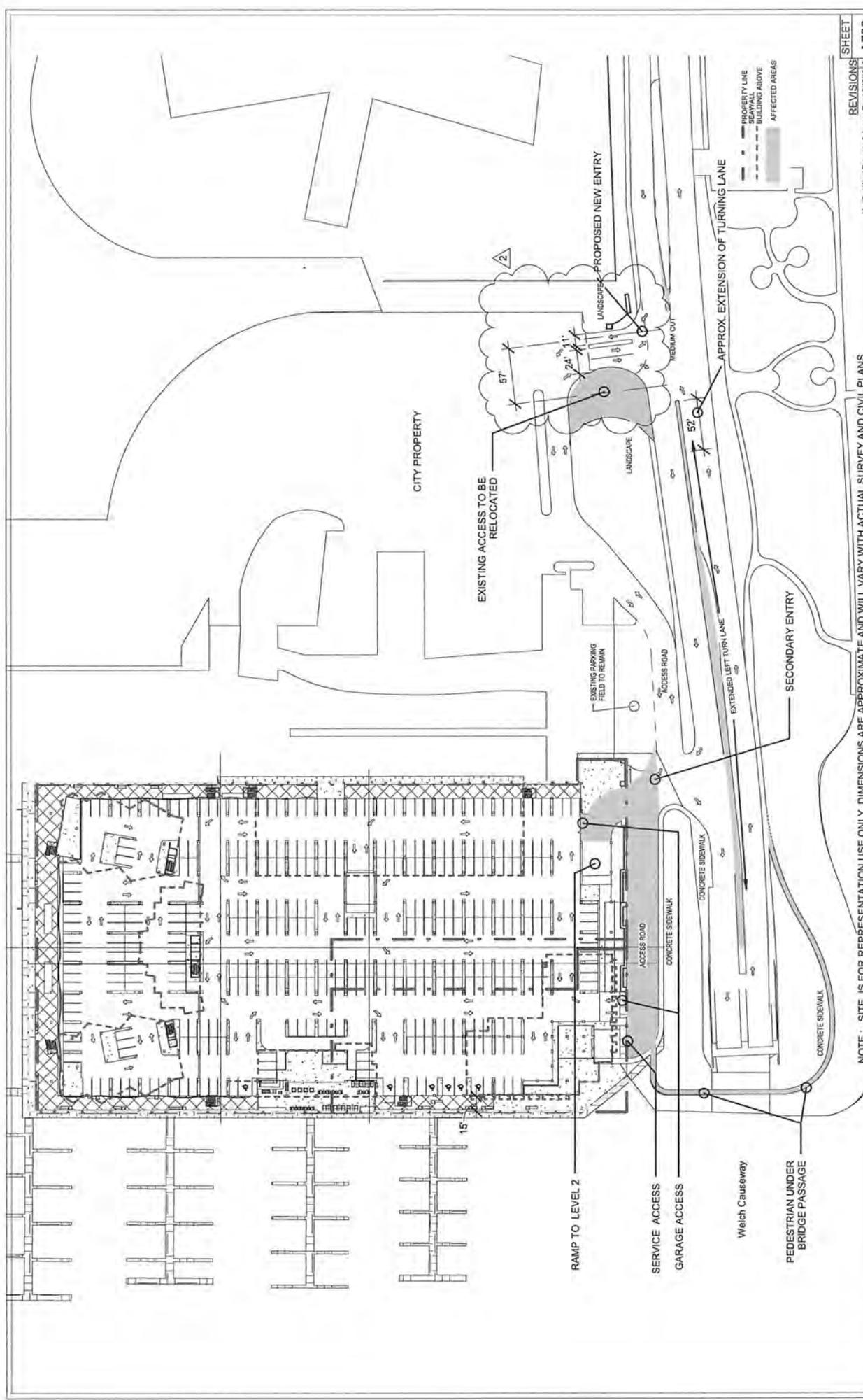
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Ground Level Master Plan

Holiday Isle Marina

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Exhibit "C"
OFF-SITE ROADWAY IMPROVEMENTS



REVISIONS SHEET
 15.25
 1" = 80'-0"
 01/08/18

Modified West Entrance & Access Road 3/19/18 2 A700

103 Rogers Street
 CLEARWATER, FL 33756
 1. 727.478.3073 | 1. 727.478.3074

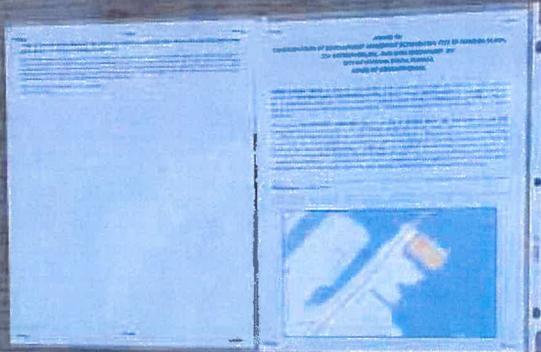
BeharPettenecz
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NOTE: SITE IS FOR REPRESENTATION USE ONLY. DIMENSIONS ARE APPROXIMATE AND WILL VARY WITH ACTUAL SURVEY AND CIVIL PLANS.

Off-Site Roadway Improvement Exhibit "C"

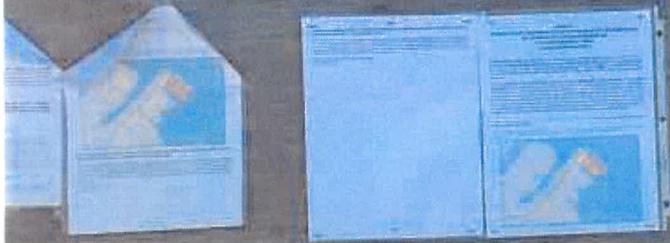
Holiday Isle Marina

**PRIVATE
PROPERTY
NO TRESPASSING**



**PRIVATE
PROPERTY
NO TRESPASSING**

4605451



Servedio, Aimee

From: Crawford, Shane
Sent: Wednesday, June 1, 2016 10:25 AM
To: Servedio, Aimee
Subject: FW: Redevelopment

FYI in case you need to keep filing these.

Shane B. Crawford
City Manager
Madeira Beach
727-391-9951 ext 228
scrawford@madeirabeachfl.gov

-----Original Message-----

From: Hatch, Jay
Sent: Wednesday, June 1, 2016 9:07 AM
To: Crawford, Shane <scrawford@madeirabeachfl.gov>
Subject: Fw: Redevelopment

Shane,

Below is a response from the newsletter. I responded and mentioned I would forward their kind words along.

Jay Hatch
Athletics Coordinator
City of Madeira Beach
727-392-0665
MadBeachFUN.com

From: lrpatt13@gmail.com <lrpatt13@gmail.com>
Sent: Wednesday, June 1, 2016 9:00 AM
To: Hatch, Jay
Subject: Redevelopment

My name is Leo m Patt and thrilled to see new development in our town of Maderia Beach . We have been owners of condo # 405 at Serf Side South for app. 18 years. If we want the small business owners to compete with other beach towns then we have to modernize our community so that locals and visitors will come visit us and spend their money. It looks to me that the leaders of our town have our best interest at heart. Go for it while developers have an interest in community.

Leo m Patt
Sent from my iPhone

Servedio, Aimee

From: Crawford, Shane
Sent: Friday, May 27, 2016 9:13 AM
To: Servedio, Aimee
Subject: FW: high-rise condos and hotels

In case you need this.

Shane B. Crawford
City Manager
Madeira Beach
727-391-9951 ext 228
scrawford@madeirabeachfl.gov

From: Sarah D. [mailto:harass33@yahoo.com]
Sent: Thursday, May 26, 2016 6:20 PM
To: Crawford, Shane <scrawford@madeirabeachfl.gov>; Palladeno, Travis <tpalladeno@madeirabeachfl.gov>; Poe, Elaine <epoe@madeirabeachfl.gov>; Hodges, Nancy <nhodges@madeirabeachfl.gov>; Lister, Terry <tlister@madeirabeachfl.gov>; Shontz, Pat <pshontz@madeirabeachfl.gov>; jim.everett@yahoo.com; jeffthejewelerflorida@gmail.com; Noble, Michael <MNoble@madeirabeachfl.gov>; carrden23@gmail.com; dlaw@giopsnow.com; annras1@gmail.com
Subject: high-rise condos and hotels

To Whom It May Concern.

My family wants to speak out about this ridiculous idea to build high-rise condos and hotels on one of the most Madeira Beach areas. This is an OUTRAGE! When you go to the beach you want to see, feel and experience the beach feel not a city feel. We have been vacationing to this paradise, anywhere from one to six times a year, for over 20 years and will discontinue to if this gets approve. In fact we are planning on moving to that area in 2 years or less from Illinois, but will have to look elsewhere if this goes through. The traffic and noise will become more intense if this gets approved. These building will be such an eye sore and take away from small business that people love to shop and eat at. We and many people we spoke to last time we were there, which was 2 weeks ago, feel disgusted because this commission is destroying Madeira Beach. It has been proven that people who live on the high floors of a high-rise are less likely to leave their houses. This separates people from the outdoors, the city and from other people. What high-rise does is separate large numbers of people from the street, so we end up with a city that is detached from street life, we end up with a city that is based on enclaves and gated communities. According to Suzanne H. Crowhurst Lennard, co-founder and director of the Making Cities Livable International Council, "the construction industry is a powerful engine for fueling economic development. Tall buildings offer increased profits for developers. However, the higher a building rises, the more expensive is the construction. Thus, the tallest buildings tend to be luxury units, often for global investors. Tall buildings inflate the price of adjacent land, thus making the protection of historic buildings and affordable housing less achievable. In this way, they increase inequality." Patrick Condon of the University of British Columbia says that high-rise buildings are not green at all. He says, "high-rise buildings are subject to the effects of too much sun and too much wind on their all-glass skins. And all-glass skins are, despite many improvements to the technology, inherently inefficient. Glass is simply not very good at keeping excessive heat out, or desirable heat in. Our high-rises, according to BC Hydro (the province of British Columbia's main electric utility) data, use almost twice as much energy per square metre as mid-rise structures." Please for the love of Madeira Beach leave it alone!

Sarah Dakof - Coffman
Young Living Distributor - YoungLiving.com/en_US
My Member number 3776984 To order or join
Thirty-One Gifts Consultant
SarahsPersonalGifts.com

Servedio, Aimee

From: Poe, Elaine
Sent: Friday, May 27, 2016 2:43 PM
To: Servedio, Aimee
Subject: Quasi Judicial Correspondence

Would you please add that I spoke to the Notary Department in Tallahassee on the documents in question. I just called thru the main number and I did not write it down.

Servedio, Aimee

From: Gerri Clyatt <gerrigallo@gmail.com>
Sent: Monday, May 16, 2016 2:55 PM
To: Poe, Elaine
Subject: May 10 meeting on planned development

Thank you Elaine for not voting yes on the plans for this project. I do not believe that the plan has been carefully examined and I believe in size and scope it is way too massive for that little entrance to Madeira Beach..... Gateway to the City then what.

Servedio, Aimee

From: Richard Lewis <RICHARD_21345@msn.com>
Sent: Wednesday, May 11, 2016 4:11 PM
To: Crawford, Shane
Cc: ttrask@tmdlawfirm.com; Hodges, Nancy
Subject: Re: PD-Madeira Beach Town Center

Mr. Crawford; Thanks.

I have again viewed the "livestream" of the Planning Commission meeting of 4-28-16. Please note that my initially submitted comments on the PD Agreement concerned Madeira Way parking and elimination of the traffic signal at 150th Ave. and Madeira Way. The developer's representative, Ms Well's comments on same (Amend 9.11?) were only that that the change (will) "include angled parking along Madeira Way" and that (Re the traffic signal) the "Signalization will operate differently".

I believe it's reasonable to infer that all angled parking would be retained.

Unfortunately this is not the case as Ms Well's presentation at the BoC meeting of 5-10-16 indicates that angled parking will only be provided in front of the Post Office.

Madeira Way lane reduction (To 2), parking and signal operation are the most significant elements of the Town Center plan in terms of daily citizen impact and warrant more complete and timely dissemination of changes to the public.

I believe PDA amendments were submitted to the planning commission only 1-2 days prior to their meeting of 4-28-16 however these changes are yet to appear on our web site. (P&Z Page)

I suggest that the amended PDA be posted as soon as practical to enable early consideration of comments to the BoC.

With respect to "elaborated on at length", I assume you are referring to the developer's representatives since as noted below, no member of the Planning Commission questioned or commented on any aspect of the PDA prior to their vote.

Regards,

Dick Lewis, 561 Crystal Dr.

Richard J. Lewis

From: Crawford, Shane <scrawford@madeirabeachfl.gov>
Sent: Tuesday, May 10, 2016 11:25 AM
To: Richard Lewis; ttrask@tmdlawfirm.com
Cc: Hodges, Nancy
Subject: RE: PD-Madeira Beach Town Center

City Atty: Mr. Trask

City Mgr; Mr. Crawford.

Thanks for your messages.

Sorry. I confused the scope of my inquiry with an erroneous subject.

You note that the comments submitted were considered by the Planning Commission in voting to recommend approval by the BoC.

Thanks, but what are they?

To clarify; The PD Agreement amendments submitted to the Planning Commission were briefly noted at the meeting by the contractor's representative but without appropriate detail. I believe that the Planning Commission should have elaborated on the amendments for public information prior to a vote. but they did not.

The substance of my most recent inquiry was to identify the changes and perhaps insure that an amended PD Agreement would be available on our web site well prior to presentation to the BoC.

Thanks for your consideration.

Dick Lewis, 561 Crystal Dr.

Richard J. Lewis

Servedio, Aimee

From: Crawford, Shane
Sent: Thursday, May 12, 2016 12:04 PM
To: Richard Lewis
Cc: ttrask@tmdlawfirm.com; Hodges, Nancy; Marshall-Barley, Sea; McGrady, Cheryl
Subject: RE: PD-Madeira Beach Town Center

Mr. Lewis,

See comments below

Shane B. Crawford
City Manager
Madeira Beach
727-391-9951 ext 228
scrawford@madeirabeachfl.gov

From: Richard Lewis [mailto:RICHARD_21345@msn.com]
Sent: Wednesday, May 11, 2016 4:11 PM
To: Crawford, Shane <scrawford@madeirabeachfl.gov>
Cc: ttrask@tmdlawfirm.com; Hodges, Nancy <nhodges@madeirabeachfl.gov>
Subject: Re: PD-Madeira Beach Town Center

Mr. Crawford; Thanks.

I have again viewed the "livestream" of the Planning Commission meeting of 4-28-16. Please note that my initially submitted comments on the PD Agreement concerned Madeira Way parking and elimination of the traffic signal at 150th Ave. and Madeira Way. The developer's representative, Ms Well's comments on same (Amend 9.11?) were only that that the change (will) "include angled parking along Madeira Way" and that (Re the traffic signal) the "Signalization will operate differently".

I believe it's reasonable to infer that all angled parking would be retained.—angled parking will be on madeira way except for in front of hotel A which is currently the Bronze Lady building

Unfortunately this is not the case as Ms Well's presentation at the BoC meeting of 5-10-16 indicates that angled parking will only be provided in front of the Post Office.—this is not true...see previous comment

Madeira Way lane reduction (To 2)—instead of two lanes each way as it is currently, it will go to one lane each way with 12 foot sidewalks to encourage foot traffic and a more inviting pedestrian walkway., parking and signal operation are the most significant

elements of the Town Center plan in terms of daily citizen impact and warrant more complete and timely dissemination of changes to the public.—this was introduced several months ago.

I believe PDA amendments were submitted to the planning commission only 1-2 days prior to their meeting of 4-28-16 however these changes are yet to appear on our web site. (P&Z Page)they'll be posted today and the plan commission was provided the amendment 9.11 in a timely fashion

I suggest that the amended PDA be posted as soon as practical to enable early consideration of comments to the BoC.—it'll be posted today

With respect to "elaborated on at length", I assume you are referring to the developer's representatives since as noted below, no member of the Planning Commission questioned or commented on any aspect of the PDA prior to their vote.—this is simply not true. Please refer to plan commission meetings dating back to December 2015

Regards,
Dick Lewis, 561 Crystal Dr.

Richard J. Lewis

From: Crawford, Shane <scrawford@madeirabeachfl.gov>
Sent: Tuesday, May 10, 2016 11:25 AM
To: Richard Lewis; ttrask@tmdlawfirm.com
Cc: Hodges, Nancy
Subject: RE: PD-Madeira Beach Town Center

scrawford@madeirabeachfl.gov

mailto:RICHARD_21345@msn.com

scrawford@madeirabeachfl.gov ttrask@tmdlawfirm.com
nhodges@madeirabeachfl.gov

City Atty: Mr. Trask

City Mgr; Mr. Crawford.

Thanks for your messages.

Sorry. I confused the scope of my inquiry with an erroneous subject.

You note that the comments submitted were considered by the Planning Commission in voting to recommend approval by the BoC.

Thanks, but what are they?

To clarify; The PD Agreement amendments submitted to the Planning Commission were briefly noted at the meeting by the contractor's representative but without appropriate detail. I believe that the Planning Commission should have elaborated on the amendments for public information prior to a vote. but they did not.

The substance of my most recent inquiry was to identify the changes and perhaps insure that an amended PD Agreement would be available on our web site well prior to presentation to the BoC.

Thanks for your consideration.
Dick Lewis, 561 Crystal Dr.

Richard J. Lewis

Servedio, Aimee

From: Peter Pisciotta <Peter.Pisciotta@finelineadvisors.com>
Sent: Thursday, May 12, 2016 6:42 AM
To: Poe, Elaine
Subject: Thank you for your NO vote

Elaine – I understand you voted ‘no’ on the Madeira Beach development projects. I consider myself apart from the “NO” crowd – I’m not sure they would be “YES” on anything, but I do think the City should develop a vision for itself separate and apart from Developer interests; and then find Developers to fulfill that vision.

Thanks for your vote. Given the giddy enthusiasm displayed by your colleagues in City Hall, I’m sure you may have felt a bit isolated.

Regards,

Peter Pisciotta
182 148th Ave E

Servedio, Aimee

From: Steven Miller <smiller091@gmail.com>
Sent: Monday, April 25, 2016 5:30 PM
To: Servedio, Aimee; Poe, Elaine; Hodges, Nancy; Shontz, Pat; Crawford, Shane; Lister, Terry; Palladeno, Travis
Subject: Citizen Comment - 4/28/2016 Planning Commision Meeting
Attachments: PublicCommentSectionofNextRegularMeetingofthePlanningCommision4282016-MadeiraWayKarnsProjectDevelopmentApproval.pdf

City Clerk/City Manager

Please have the City Attorney read the attached statement as my input to the discussion of the Madeira Way/Karns Project at this meeting. Since there is no agenda posted yet, I am unable to provide an Agenda Item Number at this time,

Regards,

Steven Miller

I will not be able to attend them in person as I will be travelling, but I want to register my opinions on the record.

I don't want my absence to be thought of as support for the proposals. I know I will be missed.

Regards,

Steve Miller
15329 Harbor Drive
Madeira Beach FL
727 397-5692

May 17, 2016

Mr. Thomas Trask, City Attorney
City of Madeira Beach, Florida

Re: Affected Party Testimony, June 14, 2016

Dear Mr. Trask:

This is to inform you I will not be able to attend the June 14 meeting and therefore will not be able to testify in person. I ask the comments below be read into the record at the June 14 meeting.

To the Madeira Beach Board of Commissioners

I wish to make clear to the Board of Commissioners I firmly believe that straight forward dialog is important to achieving mutually agreeable outcomes. I have been engaged in straight forward dialogue with City Manager, Shane Crawford and developers, Mr. William Karns and Mr. James Holton and the three condo associations on 150th Ave. for several months. In my opinion this approached has worked. The City Manager, the two, developers and the people who live in the condos have been very responsive to my central concern: safe access and exit to and from 150th Avenue from the south.

Mr. Karns showed exceptional creativity in suggesting the three condos: Madeira Cove, Boca Vista and Snug Harbor think outside the box to develop a common access point while assuring it would be cost neutral to them. The owners at each of the three condos showed a remarkable willingness to take extraordinary steps in a cooperative fashion to achieve the safe access they seek. Mr. Holton boldly stepped forward to lead a cooperative effort to find a political solution to the challenge of securing safe access. Mr. Crawford showed well developed listening skills in crafting what has become the central working document to address the safety concerns raised: amendment 9.11 in the Madeira Beach Town Center Planned Development and its counterpart in the Holiday Isle Marina Planned Development. All know it will take a team effort to achieve a win-win outcome.

My testimony, to you, on May 10 and the Planning Commission on April 28 was substantively similar. The facts I presented were based on a thorough review of the Madeira Beach Town Center Special Area Plan, Pinellas County Sheriff's Accident Report for 150th Ave, The Florida Department of Transportation Intersection Design Guide, 2015 and the result of a face-to face meeting with the City Manager, Mr. Karns and FDOT's Regional Director.

The challenges mentioned are based on my personal experience and of those who live on the south side of 150th Avenue. These concerns will soon be experienced by those who will live in the proposed new condos on the north side of 150th Ave.

I again ask you, as our elected leaders, to join this collaborative team to assure safe access to and from 150th Avenue for all users. I ask you to remember the current traffic light at Madeira Way serves more than allowing traffic from Madeira Way to safely access 150th Avenue. It also provides the same safe access to those who live on the south side of 150th. When this traffic light becomes a pedestrian crossing only traffic light it will become extremely challenging and increasing unsafe for those of us who live on 150th Ave to enter or exit 150th Ave. in to or out of our homes. A traffic light, perhaps semi actuated, is required at the new 4 way intersection at 399 150th Avenue and the entrance to the Madeira Beach Town Center condominiums appropriate alternative is required.

On behalf of the 314 people who currently live on the south of 150th Ave., as well as, the 180 people who will live in the proposed condos on the north side of 150th Ave., please support the recommendations I presented to you and take meaningful action to make sure they become reality. You are in a pivotal position. Your endorsement is essential.

Thank you for your time and consideration.

John J. Lipa, Affected or Aggrieved Party
399 150th Avenue, Unit 117c
Madeira Beach, FL. 33708

City of Madeira Beach
RECEIVED

JUN 09 2016

Office of City Clerk
Time 8:40 A.M.



NOTICE OF INTENT TO BE A PARTY

AFFECTED PERSON INFORMATION

Name: Timothy Paddock

Address: 425 150th Ave Unit 202 2404
Madiera Beach FL

Telephone: 813-577-4839 Fax: _____

Email: tpaddock2@yahoo.com

APPLICATION INFORMATION

Case No: Town Center

Applicants

Name: Town Center & Holton Projects

[Handwritten Signature]

Signature of Affected Person

6-9-16

Date



MADEIRA BEACH BOARD OF COMMISSIONERS

June 7, 2016 – Agenda Report

FROM:

Luis N. Serna, AICP, Planning and Zoning

SUBJECT:

Madeira Beach Town Center – Development Agreement

BACKGROUND:

An application to rezone 6.696 acres, located on the northwest side of 150th Avenue (Tom Stuart Causeway) from Gulf Boulevard to the City's Causeway Park, from C-3 (Retail 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 purpose of the development agreement is to establish the development rights and conditions for the project, and establish the submitted concept plan as a basis for reviewing future development proposals on the site. Conditions contained in the agreement will help ensure that the development will not adversely affect the City of Madeira Beach or the public.

On May 10, 2016, the Board of Commissioners conducted the first reading of Ordinance 2016-01, and voted 4 to 1 to amend the zoning designation on the subject property from C-3 (Retail Commercial) to PD (Planned Development) consistent with the accompanying Concept Plan, and subject to the specific provisions and conditions as set forth in the accompanying Development Agreement.

SUMMARY

DESCRIPTION:

The proposed development agreement under consideration is between the City and the owners of the property on which the project is proposed. The agreement establishes the rights and responsibilities of the parties to the agreement. Some of the important features in this agreement include the following:

- It is valid for a period of up to 15 years from its effective date, or until all phases of construction are complete.
- It is tied to a specific concept plan for the site which is attached as an exhibit to the agreement.
- It includes the requirement for future site plan approval of each phase of the project consistent with Chapter 110, Article II of the Land Development Code.
- It details the specific off-site improvements that will need to be completed prior to the issuance of Certificates of Occupancy for the project.
- It specifies that permitting and design costs for the required off-site improvements will be paid by the developer.
- It specifies that the City will dedicate the transportation impact fees collected from this project for the design and construction of these improvements. Any costs that are not covered by the City's contribution will be paid by the developer.
- It allows for reductions in height, density, or intensity by up to 40 percent. Any increases in height, density, or intensity, or any reductions greater than 40 percent require approval by the Board of Commissioners.

**BUDGETARY
IMPACT:**

N/A

RECOMMENDATION: The draft development agreement has been reviewed by staff for compliance with Article IV, Chapter 86 of the Code of Ordinances. Staff recommends approval of the attached Development Agreement for the Madeira Beach Town Center in support of and as a condition of approval of the Planned Development rezoning.

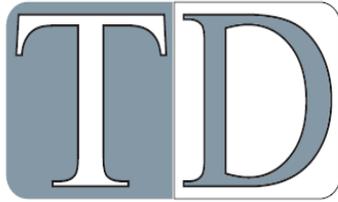
ATTACHMENTS:

Memo from City Attorney dated June 9, 2016

Proposed Development Agreement

Affected Party Testimony from John L. Lipa dated May 17, 2016

Notice of Intent to be a Party submitted by Timothy Paddock dated June 9, 2016



T R A S K
D A I G N E A U L T
— LLP —
A T T O R N E Y S

THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT
RANDY MORA
ERICA F. AUGELLO
JOHN E. SCHAEFER

** Board Certified by the Florida Bar in
City, County and Local Government Law*

MEMORANDUM

DATE: June 9, 2016

TO: Mayor Travis Palladeno
Vice-Mayor Pat Shontz
Commissioner Terry Lister
Commissioner Nancy Hodges
Commissioner Elaine Poe

FROM: Thomas J. Trask, City Attorney

RE: Development Agreement with Madeira Beach Development Co., LLC

The purpose of this memo is to advise you of additional language that has been incorporated in the proposed Madeira Beach Development Co., LLC Development Agreement, scheduled for your consideration next Tuesday, June 14, 2016.

I am in receipt of the finalized draft Development Agreement between the City of Madeira Beach and Madeira Beach Development Co., LLC. The new paragraph provides for additional off-site improvements to enhance access to the Project and to other residential communities with access along 150th Avenue. It has been incorporated into the finalized draft, however, there are two differences in the verbiage from what was considered by the Planning Commission, than what was submitted as the finalized draft. The entire paragraph 9.11 directly from the finalized draft is as follows, and the two changes made to the language since the Planning Commission's vote are shown in blue underline.

9.11 Additional Off-Site Improvements. The Developer, in coordination with the City, shall diligently pursue the following action items to enhance access to the Project and to other residential communities with access along 150th Avenue. Such action items are not required to satisfy transportation concurrency requirements nor is approval of this Agreement contingent upon approval of any such action items by the FDOT. It is understood that each such action item shall be done in coordination with the developer of the project commonly referred to as "Holiday Isle Marina" and the cost associated with each such action item shall be addressed by the respective developers by separate instrument.

(a) Developer and City shall coordinate efforts to lobby FDOT, and any other agency with regulatory authority over same, to modify the opening schedule for the Bridge on Tom Stuart Causeway to no more than twice per hour preferably at :15 and :45 past the hour.

(b) Developer and City shall coordinate efforts to lobby FDOT to prohibit any right turns from Gulf Boulevard to 150th Avenue while the traffic signal is red.

(c) Developer and City shall coordinate efforts to lobby FDOT to allow a traffic signal to be installed at Madeira Cove and 150th Avenue.

(d) Upon completion of each phase of development which requires the completion of Off-Site Roadway Improvements in accordance with Exhibit "E", Developer will retain an independent transportation engineer to complete a Traffic Signal Warrant Analysis ("Analysis") to commence in February and conclude at the end of July. If the Analysis warrants a traffic signal as established by the Manual on Uniform Traffic Control Devices (MUTCD), the Developer and City shall immediately file a signed/sealed Traffic Signal Warrant Analysis with FDOT and apply for any required FDOT permits for the design and installation of a traffic signal at Madeira Cove and 150th Avenue. The obligation to complete an Analysis hereunder shall not extend more than five years from execution of the Agreement. In the event a traffic signal is warranted, Developer shall design, fund and construct a traffic signal at Madeira Cove and 150th Avenue. The obligation hereunder is limited to the design, funding and construction of a traffic signal at Madeira Cove and 150th Avenue and shall not extend to or require any other improvements not otherwise required in this Agreement.

If you have any questions, please do not hesitate to call.

Respectfully submitted.

TJT/jd

cc: Shane Crawford, City Manager
Aimee Servedio, City Clerk
Michelle Orton, Planning and Zoning Director

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") made and entered into this ___ day of _____, 2016, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida (the "**City**"), and **MADEIRA BEACH DEVELOPMENT CO., LLC**, a Florida limited liability company (the "**Developer**") (together the "**Parties**").

RECITALS

A. The Developer is the contract purchaser and developer of those certain tracts of land located within the City of Madeira Beach, Pinellas County, Florida, hereinafter referred to as the "**Property**" and more particularly described in **Exhibit "A"** attached hereto and made a part hereof as if fully set forth herein.

B. The Developer desires to develop the Property consistent with the concept plan attached hereto as **Exhibit "B"** ("**Concept Plan**") and made a part hereof as if fully set forth herein.

C. The Property, approximately 6.6 acres located within the Madeira Beach Town Center Special Area Plan – Causeway and Commercial Core Districts, has a land use designation of Planned Redevelopment – Mixed Use ("**PR-MU**") and a zoning district designation of C-3 Retail Commercial ("**C-3**").

D. The Florida Local Government Development Agreement Act, Florida Statutes §§163.3220 – 163.3243, (the "**Act**"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements.

E. Such development agreements strengthen the public planning process, encourage sound capital improvements planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the cost of development.

F. The Developer is requesting the City to amend the zoning designation for the Property from C-3 to Planned Development ("**PD**") to facilitate development of the Concept Plan.

G. The Concept Plan shows a mixed-use development consisting of hotel, condominium, commercial/retail and marina uses (the "**Project**").

H. The Developer completed a concurrency evaluation for the Project and determined that public facilities and services are sufficient to serve the Project. Accordingly, upon approval and full execution of the Agreement, the Developer shall permit the water, wastewater and reclaimed water through Pinellas County; permit the stormwater water management system through the Southwest Florida Water Management District ("**SWFWMD**"); permit the solid waste, recreation and open space capacity through the City of Madeira Beach; fund the transportation improvements on 150th Avenue as required by and the Florida Department of Transportation ("**FDOT**"); and, fund the improvements on Madeira Way pursuant to the City's concurrency requirements.

I. The detailed transportation analysis provided by the Developer to the City demonstrates the Project will not lower the transportation levels of service.

J. Certain site access improvements that are not required to satisfy concurrency requirements but which are required to provide adequate access to the Project (“Off-Site Roadway Improvements”), generally described in **Exhibit “C”** attached hereto and made a part hereof as if fully set forth herein, shall be designed, funded and constructed by Developer pursuant to the terms and conditions of this Agreement and approval by the City.

K. The development rights of the Project are subject to the conditions of the development rights approval as set forth below.

L. The City has determined that the Concept Plan is consistent with the City’s comprehensive plan, the Madeira Beach Town Center Special Area Plan, and land development regulations as provided for herein.

M. The City and Developer acknowledge and agree that Developer intends to redevelop and construct improvements on the Property in phases and that any portion of the Property separately permitted for development and construction (which may include multiple structures) shall be considered a “**Phase**” or “**Phase of Development**” herein. Moreover, the Parties understand the Developer’s intent to cause each Phase of Development within the Property to be established as a separate parcel that is able to be conveyed to and owned and developed by a successor entity (“**Designated Developer**”) as a separate legal lot. Land restrictions that relate to the Agreement, including but not limited to cross parking easements, ingress/egress easements, and public access easements must be recorded in the public records. The required easements are:

- (1) Public use vehicular access easement from 150th Avenue to Condominium A, Condominium B, the marina and the dock master building;
- (2) Public use pedestrian access easement for 10’ wide sidewalk in front of Condominium A, Condominium B, the marina and the dock master building;
- (3) Public use pedestrian access easements (2) to access dock from 150th Avenue sidewalk;
- (4) Public use pedestrian access easement through arcade;
- (5) Public use easement over entire public plaza;
- (6) Public use access easement for elevated pedestrian crosswalk on north end of parcel upon which Hotel B shall be constructed.
- (7) Public use access easement for use of a ferry at marina.

N. The development rights attached hereto as **Exhibit “D”** and made a part hereof as if fully set forth herein are hereby approved pursuant to this Agreement on the Property and as more particularly shown on the Concept Plan (“Development Rights”). The Developer shall be allowed to substitute retail space for restaurant space and restaurant space for retail space as long as the combined uses do not exceed the total permitted area of 50,000 square feet and such uses comply with the City’s

minimum parking requirements. In addition, short term rentals are permitted within either of the proposed condominium buildings.

O. In consideration of (i) the City's finding that public facilities and services are sufficient to serve the Project and (ii) the Developer's commitment and obligation to complete the Off-Site Roadway Improvements, the Developer shall be entitled to apply for and obtain building permits and receive certificates of occupancy for development of the Project, including any and all Phases of Development, for the Development Rights more particularly described in Exhibit D.

P. The Development Rights set forth in this Agreement approval are subject to the following conditions:

- (1) Approval of the related development agreement pertaining to the site development of the Property as described and depicted in the Concept Plan.
- (2) Where necessary to accommodate proposed development, the Developer shall be responsible for the removal and/or relocation of any and all existing public utilities located on the Property or within a Phase of Development, including the granting of easements located outside the building footprint as may be required. This is regardless of whether the public utilities are known at the time of site plan approval or discovered subsequent to such approval. Any required relocation will be subject to approval from the City's Public Works Department.
- (3) All construction associated with the Project shall be subject to the requirements of the Florida Building Code, Madeira Beach's land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City of Madeira Beach, and FEMA in existence at the time of building permit approval.
- (4) All on-site construction activities related to erosion control shall be applied as required by the National Pollution Discharge Elimination System, SWFWMD and the Madeira Beach Code of Ordinances.
- (5) Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to a Certificate of Occupancy being issued for the first Phase of Development.
- (6) 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 a Certificate of Occupancy being issued for the Phase of Development benefitted by such permit approval.
- (7) Proof of FDOT Drainage Connection permits required prior to a Certificate of Occupancy being issued for the Phase of Development benefitted by such permit approval.
- (8) Final approval of the City's consulting engineer of the civil and utility site plan and construction plans prior to building permits being issued for the respective Phase of Development.

- (9) Final approval of the City's Public Works Department of the plans for solid waste collection prior to building permits being issued for the respective Phase of Development.
- (10) Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued for the respective Phase of Development.
- (11) Final approval of the Community Services Department and the City's consulting civil engineer for the site's compliance with the site plan requirements of Article II of Chapter 110 of the Land Development Code for the respective Phase of Development prior to issuance of a Certificate of Occupancy.
- (12) Receipt by the City, after diligent effort by the City, of the necessary permits for the construction of the Off-Site Roadway Improvements.
- (13) Final approval of the parking count which shall be dependent upon the mix of uses but no less than that which is required by the Code's minimum standards, including parking associated with the existing and proposed boat slips.
- (14) Final approval of a phasing plan by the Community Development Department. Notwithstanding, the Developer has sole discretion to modify the approved phasing plan including, but not limited to, the order of development. Such modification of the phasing plan shall not be considered an amendment to this Agreement.
- (15) 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 parking allocated to the Marina complies with the Code's minimum standards.
- (16) The Developer shall be responsible for the construction of the Off-Site Roadway Improvements, prior to a Certificate of Occupancy being issued as more specifically set forth in **Exhibit "E"** for the Phase of Development benefitted by such Off-Site Roadway Improvements.
- (17) The Developer may subdivide the Property, as it deems appropriate, consistent with the following:
 - (a) The proposed Project is contemplated to include multiple components including, without limitation, hotel, residential, condominium, retail, restaurant, marina, parking, and associated and ancillary uses. The Property currently consists of twenty-one (21) 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 re-platting 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.

(b) 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, or to separate portions 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

1.0 Recitals. The foregoing recitals are true and correct and are incorporated herein by reference. All exhibits to this Agreement are incorporated by reference and deemed to be part hereof.

2.0 Authority. This Agreement is authorized by 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.

3.0 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.

3.1 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.

3.2 This Agreement shall be superior to any mortgages, liens or other rights of third Persons. Any mortgages or liens or encumbrances on the Property created contemporaneously or after the effective date of this Agreement shall be subject to and subordinate to the terms of this Agreement.

3.3 In the event that this Agreement is not executed by the Developer on or before 5:00p.m. on 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.

4.0 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 are complete and issuance of a valid Certificate of Occupancy for the final Phase of Development; or (ii) fifteen (15) 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 and final Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

4.1 Notwithstanding anything in the Code to the contrary, the Parties agree that the Developer shall have three (3) years from the Effective Date of the Agreement to file an application for building permit for any Phase of Development, subject to receipt of written confirmation that the City has the proper state and federal permits for the construction of the Off-Site Roadway Improvements. The City shall apply for such Off-Site Roadway Improvement permits related to the first phase of development within 90 days of receipt of notice from Developer to initiate the application process.

5.0 Third Party Rights. The Parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable. Any lienholder or mortgagee shall have the right to perform any term, covenant or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Developer.

6.0 Law and Ordinance Compliance. 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.

7.0 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.

8.0 No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

9.0 Concept Plan. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Madeira Beach, the Parties agree that the Property will be developed in substantial conformance with the Concept Plan as such Concept Plan may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. The use of the Property after development is the reason that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the Parties hereto, any substantial deviation from the commitments made by the Parties herein shall be considered material defaults in this Agreement unless otherwise approved by the City or contemplated herein. The City of Madeira Beach shall not consent to any substantial modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met:

9.1 The Property shall be developed and landscaped in accordance with the Concept Plan, however, the landscaping details shall be determined during the permitting process for each phase of Development. With the exception of the landscaping located within the public access area described as "Madeira Plaza" in Exhibit "B", the landscaping within the Property shall be maintained by the Developer. The City shall maintain the landscaping within the public access area described as "Madeira Plaza" in Exhibit "B". 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 for the respective Phase of Development and, with the

exception of the landscaping located within the public access area described as “Madeira Plaza”, will be maintained in good and healthy conditions at all times by the Developer.

9.2 With the exception of minor modifications allowed pursuant to Section 110-396 of the Code, there shall not be any substantial deviation from the provisions of the Concept Plan unless such is approved by the 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.

9.3 Ingress and egress to the Property shall be as shown on the Concept Plan.

9.4 Uses, building heights, setbacks and location will be as shown on the Concept Plan. The architectural style reflected in the Concept Plan is conceptual in nature and may be modified by the Developer pursuant to the design standards in Section 110-393 of the Code.

9.5 This Agreement and the Concept Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No substantial changes may be made in these agreed upon dimensional requirements except by an amendment to this Agreement which revised amendment is legislatively considered by the 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, reductions in height, density or intensity that do not exceed 40% of the permitted dimensional requirements are not contrary to the purpose and intent of this Agreement and may be included in the final site plan process without an amendment hereto so long as the minimum parking requirement is maintained. If the Developer reduces the number of hotel rooms that would otherwise be located on one floor, such reduction shall not require a reduction in the total number of floors within the structure as long as the floor being replaced provides public parking spaces within the garage.

9.6 Marina. 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 as defined in the City of Madeira Beach Code of Ordinances. The permitted uses and parking allocation for the Marina are as noted in Exhibit D. The Marina will not provide gas or fuel for owners of boats or other recreational facilities using the Marina. The Marina is subject of a Submerged Land Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Lessor, and W. Barry Loft, as Trustee of the 919 Land Trust Created U/A dated December 31, 1996, as Lessee (“Lease”). The Lease, dated March 1, 2011, and for a 10 year term, permits 43 wet slips with at least 90% of same required to be available for rent to the general public. The Developer reserves the right, subject to permits being approved by the State of Florida, to change the size and/or location of the submerged land subject to the Lease, and the use restrictions of the wet slips, as long as at least one-half of the current number of wet slips remains available for rent to the public.

9.7 Phasing Plan. The Parties acknowledge and agree that Developer intends to redevelop and construct improvements on the Property in phases. The Property may be developed in five (5) separate phases in accordance with Exhibit “E”. Developer shall file an application for building permit for the first phase of development within three (3) years of the Effective Date and shall thereafter file an application for building permit for each subsequent phase of development within three (3) years of

the immediately preceding phase of development. The Developer has sole and absolute discretion to determine the order of such phased development. The Parties understand the Developer's intent to cause each Phase of Development within the Property to be established as a separate parcel that is able to be conveyed to and owned and developed by a Designated Developer as a separate legal lot. Each phase of development shall be subject to final site plan approval and shall comply with the City's minimum parking requirements for the uses included within each such phase of development. The Developer, or Designated Developer, shall construct that portion of the Off-Site Roadway Improvements which benefit the respective Phase of Development in accordance with Exhibit "E". Unless the first Phase of Development includes either of the proposed hotels, the Developer shall not be obligated to complete all of the Off-Site Roadway Improvements prior to or in conjunction with the first Phase of Development. Nothing in this Agreement shall obligate Developer to complete construction of a phase of development prior to filing an application for building permit for the next phase of development. Developer may file applications for building permit for more than one (1) phase of development at any time.

9.8 Off-Site Roadway Improvements. Certain site access improvements that are not required to satisfy transportation concurrency requirements but which are required to provide adequate access to the Project, as generally described in Exhibit "C" shall be designed, funded and constructed by Developer pursuant to the terms and conditions of this Agreement. The City shall be responsible for permitting the roadway improvements located upon, within or across 150th Avenue and located upon, within or across Madeira Way. The City shall also be responsible for obtaining the permit from FDOT for the elevated pedestrian crosswalk located above and across Gulf Boulevard. Upon completion, the Developer shall convey the elevated pedestrian crosswalk to the City. Upon conveyance to the City, the Developer shall cause to be recorded an easement in favor of the public for that portion of the elevated pedestrian crosswalk located upon or within Developer's property. Any and all improvements required by the FDOT not otherwise described in Exhibit "C" shall not constitute an amendment to the Agreement subject to review and approval by the City Commission.

9.9 Public Access. The Concept Plan proposes areas within the Project that shall be accessible by the public as generally depicted in Exhibit "F" attached hereto and made a part hereof as if fully set forth herein. The Developer shall fund, design, permit and maintain such public access areas. Prior to completion of the phase of development upon which such public access areas are located, the Developer shall cause to be recorded an access easement in favor of the public.

9.10 Design Standard. The pedestrian sidewalk, landscaping and hardscape features shall be consistent with the Concept Plan the details of which shall be determined during the permitting process for each phase of development.

9.11 Additional Off-Site Improvements. The Developer, in coordination with the City, shall diligently pursue the following action items to enhance access to the Project and to other residential communities with access along 150th Avenue. Such action items are not required to satisfy transportation concurrency requirements nor is approval of this Agreement contingent upon approval of any such action items by the FDOT. It is understood that each such action item shall be done in coordination with the developer of the project commonly referred to as "Holiday Isle Marina" and the cost associated with each such action item shall be addressed by the respective developers by separate instrument.

(a) Developer and City shall coordinate efforts to lobby FDOT, and any other agency with regulatory authority over same, to modify the opening schedule for the

Bridge on Tom Stuart Causeway to no more than twice per hour preferably at :15 and :45 past the hour.

(b) Developer and City shall coordinate efforts to lobby FDOT to prohibit any right turns from Gulf Boulevard to 150th Avenue while the traffic signal is red.

(c) Developer and City shall coordinate efforts to lobby FDOT to allow a traffic signal to be installed at Madeira Cove and 150th Avenue.

(d) Upon completion of each phase of development which requires the completion of Off-Site Roadway Improvements in accordance with Exhibit "E", Developer will retain an independent transportation engineer to complete a Traffic Signal Warrant Analysis ("Analysis") to commence in February and conclude at the end of July. If the Analysis warrants a traffic signal as established by the Manual on Uniform Traffic Control Devices (MUTCD), the Developer and City shall immediately file a signed/sealed Traffic Signal Warrant Analysis with FDOT and apply for any required FDOT permits for the design and installation of a traffic signal at Madeira Cove and 150th Avenue. The obligation to complete an Analysis hereunder shall not extend more than five years from execution of the Agreement. In the event a traffic signal is warranted, Developer shall design, fund and construct a traffic signal at Madeira Cove and 150th Avenue. The obligation hereunder is limited to the design, funding and construction of a traffic signal at Madeira Cove and 150th Avenue and shall not extend to or require any other improvements not otherwise required in this Agreement.

10.0 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 Concept Plan, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, as shown on the approved engineering construction drawings.

10.1 Public infrastructure facilities necessary to service and that benefit a Phase of Development, in accordance with Exhibit E, shall be complete, and approved for acceptance by the City and/or the governmental agency having authority, prior to the issuance of a certificate of occupancy for the respective Phase of Development. Alternatively, the Developer, or Designated Developer, shall provide the appropriate letter of credit in a form satisfactory to the City Attorney, drawable on or through a local Pinellas County bank. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that certificates of occupancy are issued for the respective Phase of Development in accordance with Exhibit E and public access and facilities to serve the proposed structures are available in accordance with City regulations.

11.0 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.

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

- 12.1 City of Madeira Beach building permits.
- 12.2 Southwest Florida Water Management District surface water management permit.
- 12.3 Pinellas County Utility Permit.
- 12.4 Florida Department of Transportation.
- 12.5 All other approvals or permits as required by existing governmental regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement. Permits for the Off-Site Roadway Improvements shall be obtained by the City with diligent effort; however, any permitting and design costs associated with those improvements shall be the sole cost of the Developer.

13.0 Impact fees. The City has estimated the impact fees that the Developer shall pay to the City as follows, subject to credits issued for prior development of property:

Hotel A (180 hotel units) =	\$ 288,720.00
Hotel B (250 hotel units) =	\$ 401,000.00
90 multifamily condo residential units =	\$ 112,320.00
43 slip marina =	\$ 8,316.00
Marina Restaurant	\$ 2,181.00
Hotel A Restaurant	\$ 4,362.00
Hotel A Retail	\$ 6,237.00
Hotel B Restaurant	\$ 26,172.00
Hotel B Retail	\$ 58,212.00
 Rough estimate of charges =	 \$ 907,520.00

In consideration for the mutual benefits provided by the design and construction of the Off-Site Roadway Improvements, specifically the improvements to 150th Avenue, Gulf Boulevard and Madeira Way as shown on the Concept Plan, and the elevated pedestrian crosswalk over Gulf Boulevard as shown subject to FDOT approval and final engineering, 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.

14.0 Recycling. The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Project lands.

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

16.0 Recordation. Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida, and a copy of the recorded Agreement shall be submitted to the Florida Department of 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.

17.0 Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon the Developer and upon all persons deriving title by, through or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Property, and the City for the term hereof.

18.0 Legislative Act. This Agreement is agreed to be a legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing 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.

19.0 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property shall be subject to the laws, ordinances and regulations of the City of Madeira Beach as they exist as of the date of this Agreement. Any 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 matters previously discussed or agreed upon between the parties are merged herein.

20.0 Enforcement. The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings.

20.1 Except as provided above, the Parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a

claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

21.0 Execution. The Developer represents and warrants that this Agreement has been executed by all persons having equitable title in the subject Property. The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the City Commission of the City of Madeira Beach has authorized the execution of this Agreement by the appropriate City officials.

22.0 Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

23.0 Estoppel Certificates. Within twenty (20) days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by City or Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or may request that the City Manager be directed by the City Commission to respond to the estoppel certificate request in a timely manner.

24.0 Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

25.0 Default. Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event 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 attorney's fees at mediation, trial and through any appellate proceedings.

26.0 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, Air Borne Express or similar overnight delivery services, addressed as follows:

To the Developer:
Madeira Beach Development Co., LLC
286 107th Avenue, Suite 300
Treasure Island, FL 33706
Attn: William F. Karns, Manager

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

With copies to:
C. Scott Brainard, Esq.
Corporate Counsel
William Karns Enterprises, Inc.
286 107th Avenue, Suite 300
Treasure Island, FL 33706

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.

27.0 Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this ___ day of _____, 2016.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

In the Presence of:

MADEIRA BEACH DEVELOPMENT CO.,
LLC, a Florida limited liability company

Print Name _____

By: _____
William F. Karns, Manager

Print Name _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by William F. Karns, as Manager of Madeira Beach Development Co., LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public
Print Name: _____

(NOTARY SEAL)

CITY OF MADEIRA BEACH

By: _____
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 _____, 2016 by Travis Palladeno, as Mayor of the City of Madeira Beach, Florida, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public
Print Name: _____

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Shane Crawford as City Manager of the City of Madeira Beach, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public
Print Name: _____

(NOTARY SEAL)

EXHIBIT A

LIST OF PROPERTY PARCEL ID NUMBERS

09-31-15-54180-000-0020
09-31-15-00000-130-1600
09-31-15-00000-130-1500
09-31-15-00000-130-1700
09-31-15-00000-130-1800
09-31-15-00000-130-1900
09-31-15-00000-140-1000
09-31-15-00000-140-0900
09-31-15-00000-140-0700
09-31-15-00000-140-0600
09-31-15-00000-140-0500
09-31-15-00000-140-0400

09-31-15-00000-130-0900
09-31-15-00000-130-1000
09-31-15-00000-130-1100
09-31-15-54180-000-0013
09-31-15-54180-000-0010
09-31-15-00000-130-1200
09-31-15-00000-420-0200
09-31-15-00000-420-0100
09-31-15-54180-000-0012

919 LAND TRUST

Legal Description of the Land

PARCEL 1A:

From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 662, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South 88°04'07" West, along the South line of said Government Lot 1, a distance of 55.93 feet to an intersection with a Northwesterly right-of-way line of said Welch Causeway and the POINT OF BEGINNING; thence continue South 88°04'07" West, along the South line of said Government Lot 1, a distance of 182.83 feet; thence leaving said South line, North 01°55'53" West, 120.00 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said South right-of-way of Madeira Way, 246.60 feet to a point on a curve; thence along the arc of a curve to the right, concave to the West, radius 30 feet, arc 53.76 feet, chord South 07°24'29" East, 46.85 feet to the end of said curve; thence South 46°08'32" East, 5.00 feet to an intersection with the aforementioned Northwesterly right-of-way line of said Welch Causeway; thence South 43°51'28" West, along the Northwesterly right-of-way line of said Welch Causeway, 100.07 feet to the aforementioned mentioned POINT OF BEGINNING.

PARCEL 1B:

From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 662, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South 88°04'07" West, along the South line of said Government Lot 1, a distance of 313.76 feet to the POINT OF BEGINNING; thence continue South 88°04'07" West, along the South line of said Government Lot 1, a distance of 76.54 feet; thence leaving said South line, South 41°20'20" West, 31.65 feet to an intersection with the Northeasterly right-of-way of Gulf Boulevard (State Road No. 699, a 100 foot right-of-way); thence North 48°39'40" West, along said Northeasterly right-of-way of Gulf Boulevard, 161.69 feet; thence leaving said Northeasterly right-of-way of Gulf Boulevard, North 25°34'45" East, 36.32 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said South right-of-way of Madeira Way, 199.20 feet; thence leaving said South right-of-way, South 01°55'53" East, 120.00 feet to the aforementioned mentioned POINT OF BEGINNING.

PARCEL 2:

That following described portion of Government Lot 1, in Section 9, Township 31 South, Range 15 East, Pinellas County, Florida, described as follows:

From the Northwest corner of Tract B, MADEIRA BEACH COMMERCIAL CENTER, recorded in Plat Book 26, page 52, of the public records of Pinellas County, Florida, as a point of reference; thence North 88°04'07" East, along the Northerly line of said tract, 169.40 feet to the POINT OF BEGINNING; thence North 01°55'53" West, 8.85 feet to an intersection with the waters of Boca Ciega Bay, said point hereinafter being referred to as Point "A" for convenience; return thence to the POINT OF BEGINNING; thence North 88°04'07" East, along the North line of said tract, 88.60 feet; thence leaving said line South 10°55'53" East, 200.00 feet to an intersection with the Northerly right-of-way line of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said line 268.46 feet to an intersection with the northerly right-of-way line of State Road No. 233, also known locally as Welch Causeway or 150th Avenue; thence along right-of-way line by the following 11 courses: 1) North 62°54'59" East, 21.34 feet; 2) North 43°51'28" East, 160.76 feet to a point of curve; 3) Along the arc of a curve to the right, radius 505.00 feet, arc 68.10 feet, chord North 47°43'17" East, 68.05 feet to a point of reverse curve; 4) Along the arc of a curve to the left, radius 495.00 feet, arc 66.76 feet, chord North 47°43'17" East, 66.71 feet to a point of tangency; 5) North 43°51'28" East, 404.97 feet; 6) North 46°08'32" West, 3.00 feet; 7) North 43°51'28" East, 243.17 feet, to a point of curve; 8) Along the arc of a curve to the left, radius 3777.72 feet, arc 492.10 feet, chord North 40°07'33" East, 491.76 feet to the point of reverse curve; 9) Along the arc of a curve to the right, radius 3861.72 feet; arc 81.14 feet, chord North 36°59'46" East, 81.14 feet; 10) North 52°24'07" West, 58.00 feet to a point on a curve; 11) Along the arc of a curve to the right, concave to the Southeast, radius 3919.72 feet, arc 95.95 feet, chord North 38°17'58" East, 95.95 feet; thence leaving said line North 46°08'32" West, 38.84 feet to the aforementioned waters of Boca Ciega Bay; thence Southwesterly and Westerly along said waters and binding therewith to the aforementioned Point "A"; LESS AND EXCEPT any part thereof lying within Order of Taking recorded in Official Records Book 1042, page 380, as amended by Order recorded in Official Records Book 1139, page 599, and Order recorded in Official Records Book 1691, page 514, all of the public records of Pinellas County, Florida; ALSO LESS AND EXCEPT those lands deeded to the City of Madeira Beach, Florida, a political subdivision of the State of Florida by Warranty Deed recorded in Official Records Book 11243, page 456, of the public records of Pinellas County, Florida; ALSO LESS AND EXCEPT any part thereof lying within the lands described in Order of Taking recorded in Official Records Book 4426, page 489, as amended by Supplemental Order of Taking as to Parcel 148, recorded in Official Records Book 4585, page 229, both of the public records of Pinellas County, Florida.

BROADERICK PARCEL

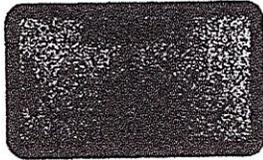
PARCEL ID NUMBER: 09-31-15-54180-000-0012

LEGAL DESCRIPTION

The East 75 feet of the West 150.01 feet of Tract A, Madeira Beach Commercial Center, according to the plat thereof, as recorded in Plat Book 26, Page 52, of the Public Records of Pinellas County, Florida.

CAJUN BUILDINGS, LLC PROPERTY LEGAL DESCRIPTION

PARCEL ID NO.: 09-31-15-00000-420-0100



A parcel of land being a part of Government Lot 2, in Section 9, Township 31 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

For a Point of Beginning, begin at the intersection of the North boundary of Government Lot 2 with the Northwesterly right-of-way line of 150th Avenue (County Road No. 17). Thence with said right-of-way line, S 43° 51' 28" West, 192.50 feet to the point of curvature of a curve; thence with said curve, concave to the right, an arc distance of 45.00 feet (said curve having a central angle of 30° 19' 59", a radius of 85.00 feet, and a tangent of 23.04 feet). Thence along a radial line, N 15° 48' 31" West, 8.00 feet. Thence with a curve concave to the right, an arc distance of 10.00 feet (said curve having a central angle of 7° 26' 28", a radius of 77.00 feet, a tangent of 5.01 feet, and a chord of S 77° 54' 42" West 9.99 feet). Thence along a radial line S 08° 22' 03" East, 8.00 feet. Thence with a curve concave to the right, an arc distance of 7.37 feet (said curve having a central angle of 04° 57' 53", a radius of 85.00 feet, a tangent of 3.68 feet, and a chord of S 84° 56' 03" West, 7.36 feet). Thence N 02° 23' 42" West, 158.49 feet to the north boundary of Government Lot 2. Thence with said boundary, N 88° 04' 07" East 196.56 feet to the Point of Beginning.

Grantor expressly saves and excepts from this conveyance, and reserves unto itself and its successors and assigns, all oil, gas and other minerals on or under the lands herein conveyed; but Grantor, its successors and assigns, shall have no right to use any part of the surface of said land for the purpose of exploring for, mining, drilling for, producing, storing or removing the oil, gas or other minerals located in, on or under said land, and any oil and gas drilling operations shall be conducted by means of wells or

shafts, the surface locations of which are on other lands but which may be drilled into and bottomed in the property.

MADEIRA COMMONS, INC. PARCEL

PARCEL ID NUMBER: 09-31-15-00000-420-0200

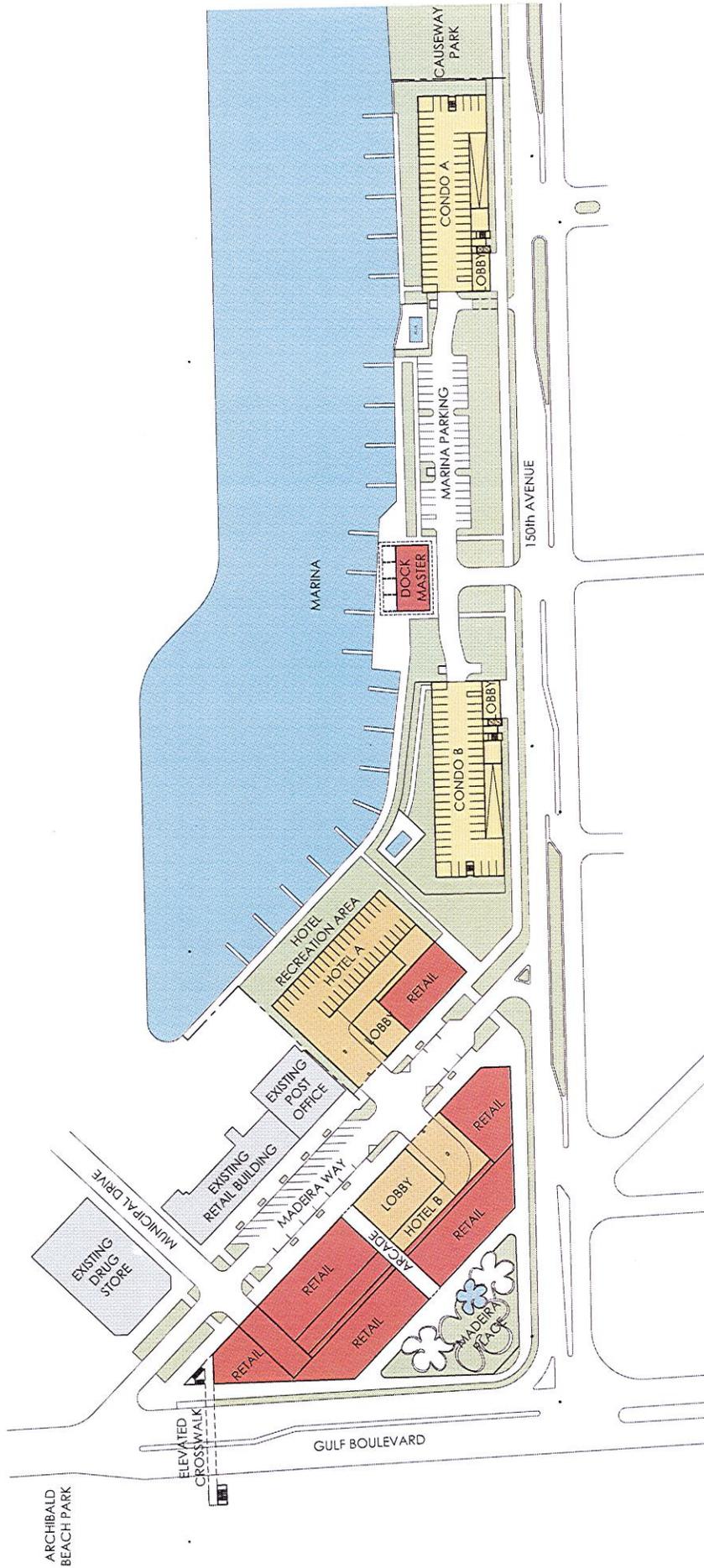
LEGAL DESCRIPTION

A tract of land in that part of Government Lot 2, Section 9, Township 31 South, Range 15 East, lying Northwesterly of State Road No. 233 extended toward Welch's Causeway and Northeasterly of State Road 699 (formerly County Road 17) described as follows;

From the Northwest corner of the Southeast 1/4 of Section 9, Township 31 South, Range 15 East, run North 88°04'07" East, 444.39 feet along the North line of Government Lot 2 of said Section 9, to the Northeast right-of-way line of Gulf Boulevard (State Highway 699) for a Point of Beginning; run thence North 88°04'07" East, 288.77 feet; thence South 2°24'06" East, 173.51 feet; thence by a curve to the right, radius of 94 feet, arc 48.84 feet, chord North 70°30'05" West, 47.70 feet; thence North 48°39'40" West, 227.70 feet to the Point of Beginning; LESS AND EXCEPT a triangular tract of land described as follows:

From the Northwest corner of the ^{South} ~~South~~ 1/4 of said Section 9, run North 88°04'07" East, along the North line of said Government Lot 2 to the Northeastly right-of-way line of said Gulf Boulevard (State Road 699) for a Point of Beginning; run thence North 88°04'07" East, 70.98 feet; thence South 41°20'20" West, 48.65 feet; thence North 48°39'40" West, 51.68 feet to the Point of Beginning; LESS rights-of-way for 150th Avenue and Gulf Boulevard.

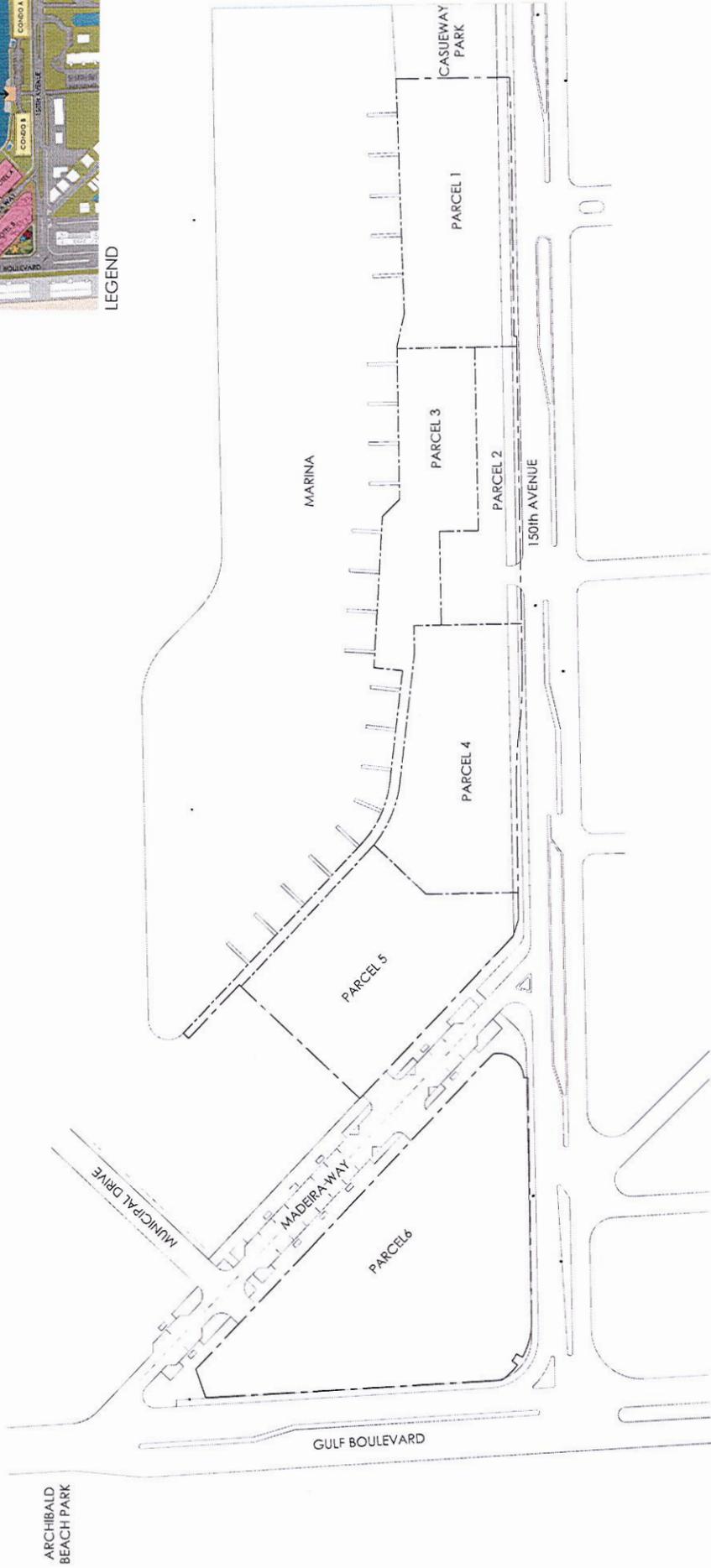
EXHIBIT B



Overall Site Plan
SCALE: 1" = 120'-0"



LEGEND



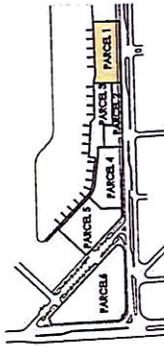
Overall Parcel Plan
SCALE: 1" = 120'-0"



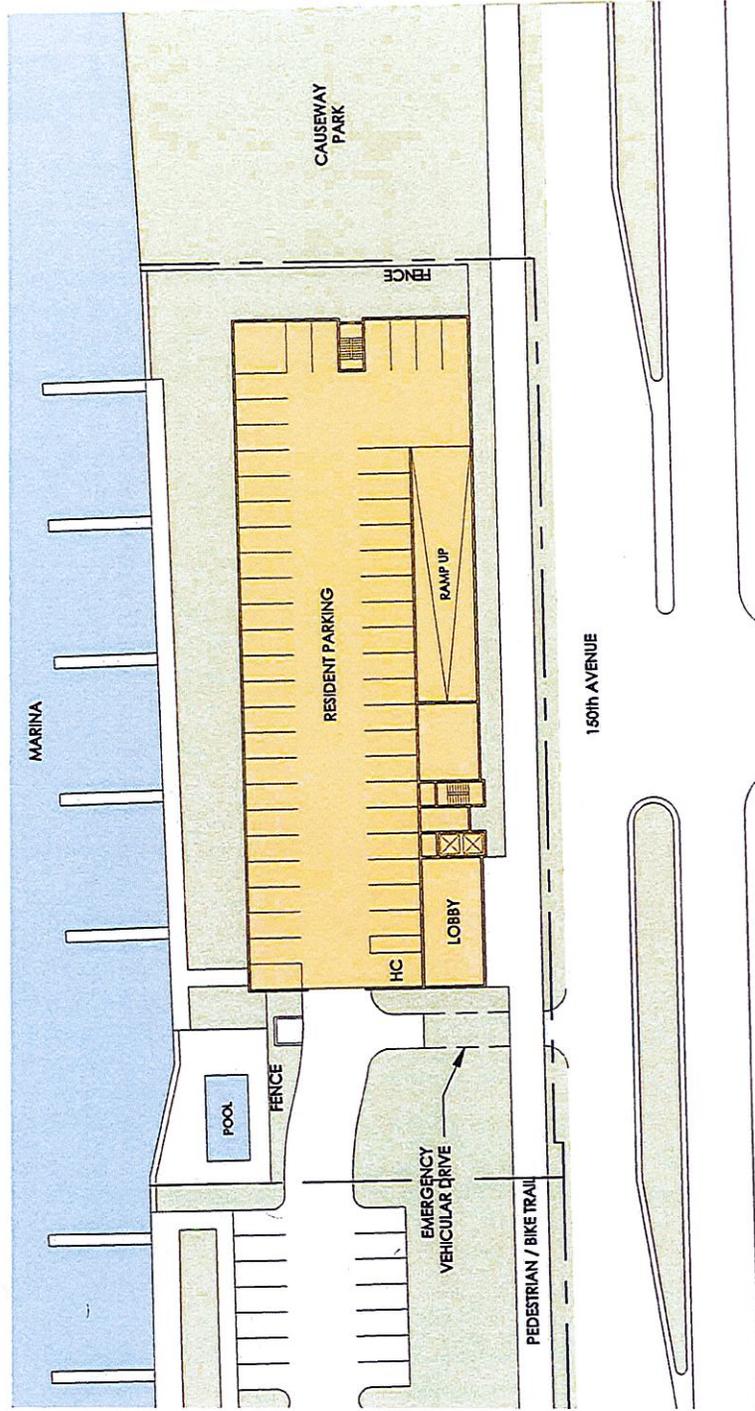
CONDO A

45 UNITS
8 FLOORS
95 PARKING SPACES

This building will have up to 45 dwelling units averaging approximately 1,900 square feet each. The building's first floor lobby faces 150th Avenue to provide a visible front door. Parking is located on the lower two floors with two spaces per unit plus a few extra for visitors. Above are six floors of units. The building is designed to take full advantage of the water views in all directions. A rear amenity area includes a swimming pool and five slips for 10 boats.



LEGEND

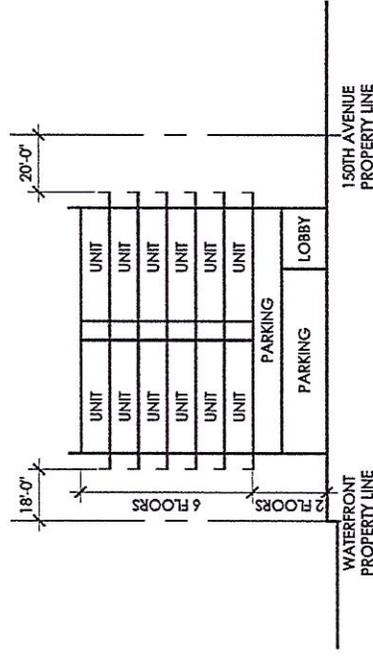


Condo A Site Plan
 SCALE: 1" = 40'-0"

PARCEL 1

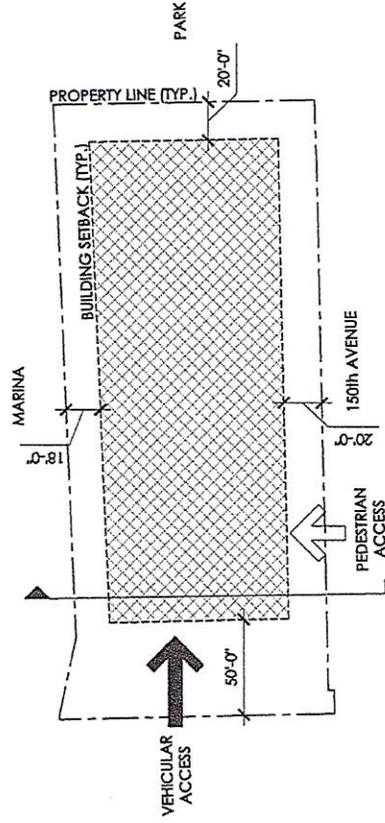
Site Area	43,416 s.f. (0.997 ac.)
Maximum Dwelling Units	45 units
Maximum Building Height	80 feet
Maximum Impervious Surface Ratio	70% of site area
Maximum Building Footprint	50% of site area
Maximum Building Gross Area*	150,000 s.f.
Minimum Required Parking	Residential: 2 spaces per unit

* Includes structured parking



Building Section

SCALE: NTS



Building Setbacks and Access Diagram

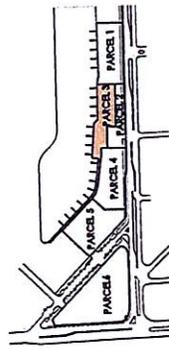
SCALE: 1" = 40'-0"

MAXIMUM EXTENT OF BUILDING FOOTPRINT

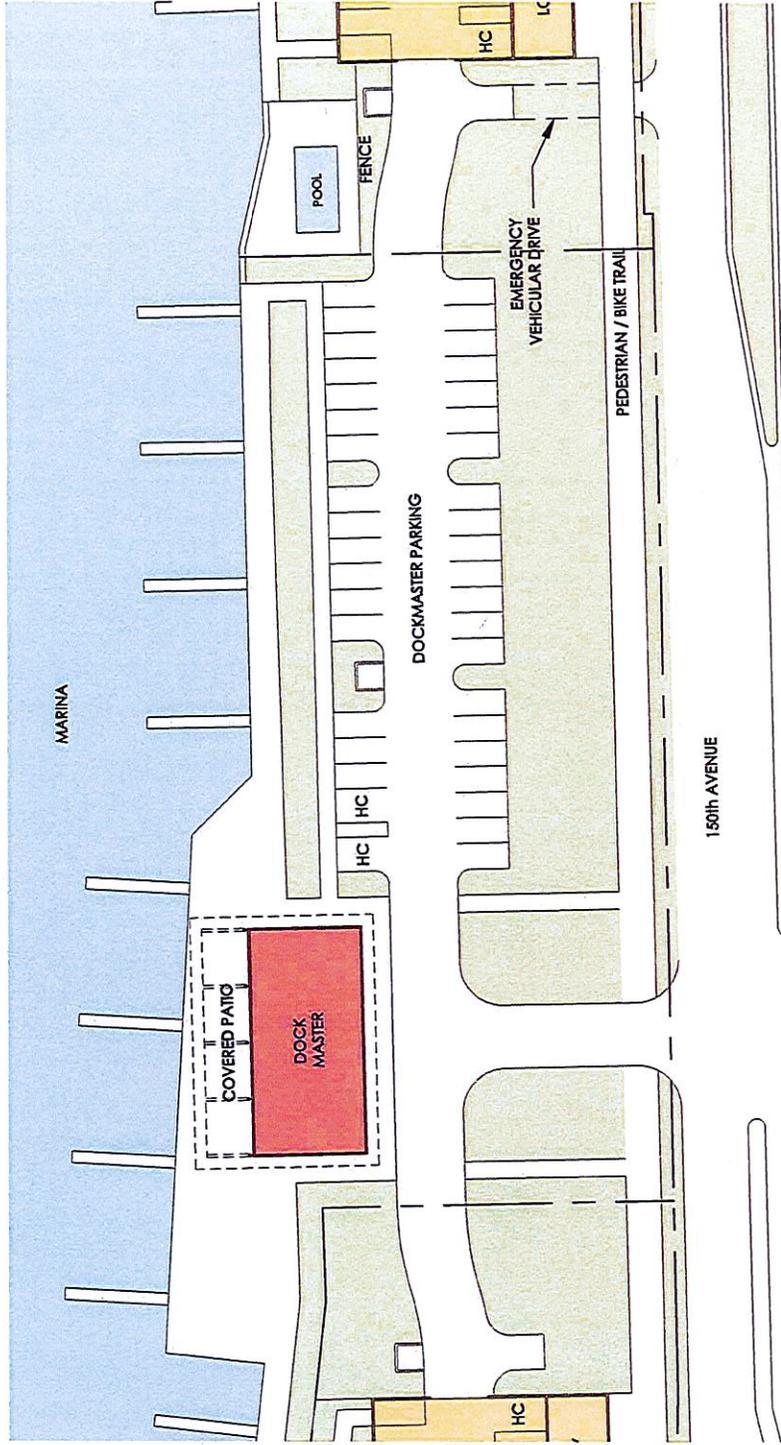
MARINA

- 5,000 S.F.
- 2 FLOORS
- 39 PARKING SPACES

The existing 43 slip marina will be rebuilt with new seawall and docks. Serving the marina will be a one or two story Dockmaster building located on axis with the new entry drive off of 150th Avenue. The Dockmaster structure may include a small café or snack stand. Adjacent to the building is a 39-space landscaped parking lot. Except for the fenced off areas around the condominium buildings the waterfront along the marina will be publicly accessible for pedestrians.



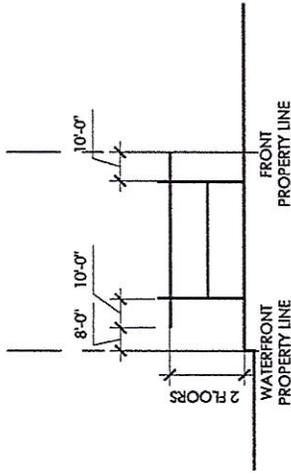
LEGEND



Marina Site Plan
SCALE: 1" = 40'-0"

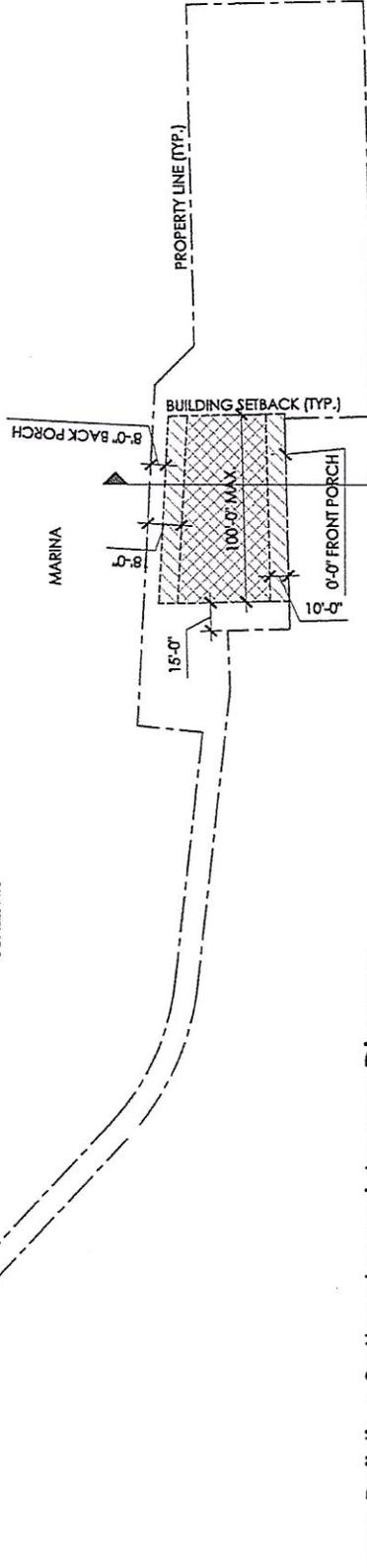
PARCEL 3

Site Area	38,298 s.f. (0.879 ac.)
Maximum Commercial Space	5,000 s.f.
Maximum Boat Slips	43
Maximum Building Height	30 feet
Maximum Impervious Surface Ratio	70% of site area
Maximum Building Footprint	50% of site area
Maximum Building Gross Area	5,000 s.f.
Minimum Required Parking	Marina: 1 space per 2 boat slips Retail: 2 spaces per 3,000 s.f. Restaurant: 1 space per 4 seats



Building Setbacks and Access Diagram

SCALE: 1" = 60'-0"



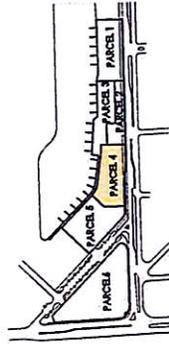
MAXIMUM EXTENT OF BUILDING FOOTPRINT

MAXIMUM EXTENT OF PORCH

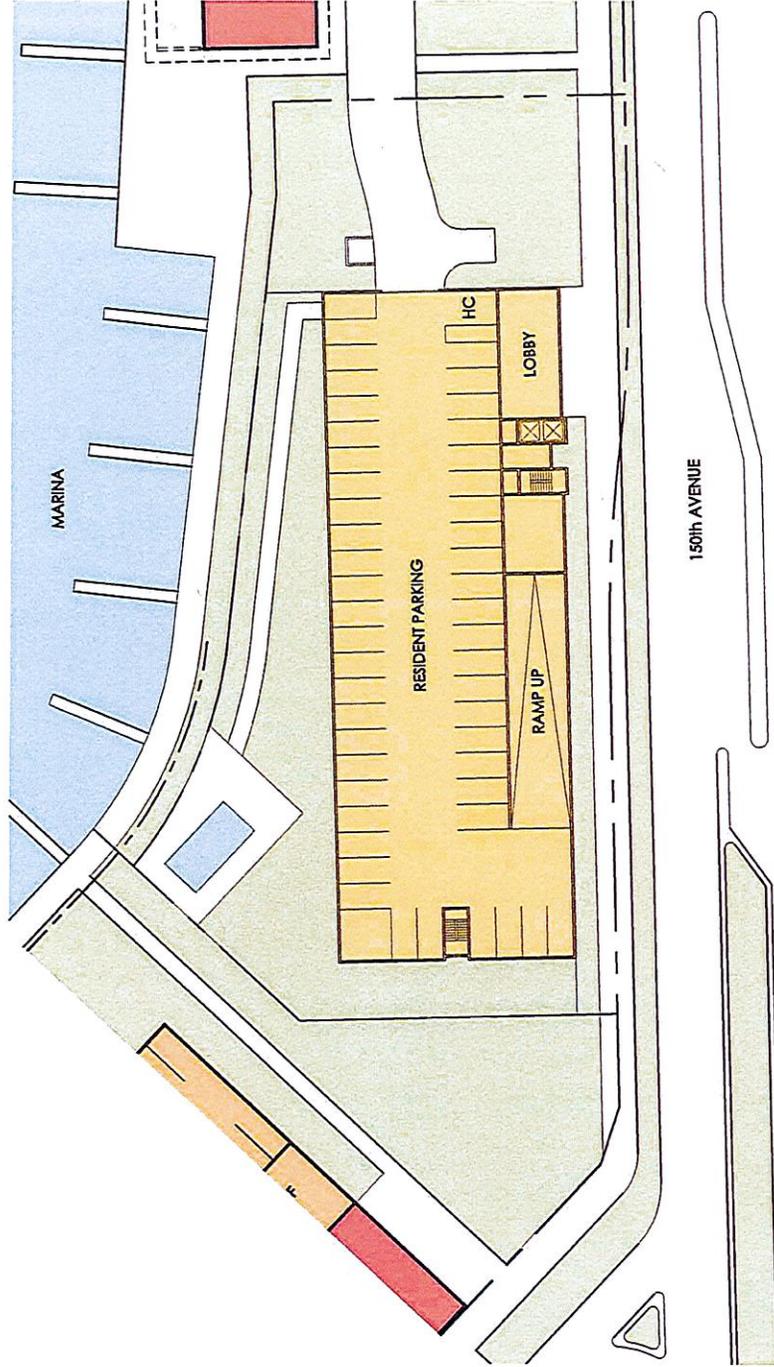
CONDO B

**45 UNITS
8 FLOORS
95 PARKING SPACES**

This building will have up to 45 dwelling units averaging approximately 1,900 square feet each. The building's first floor lobby faces 150th Avenue to provide a visible front door. Parking is located on the lower two floors with two spaces per unit plus a few extra for visitors. Above are six floors of units. The building is designed to take full advantage of the water views in all directions. A rear amenity area includes a swimming pool.



LEGEND

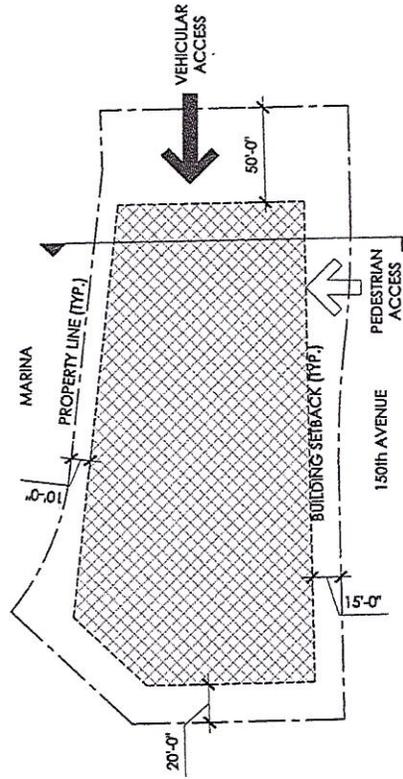


Condo B Site Plan
SCALE: 1" = 40'-0"

PARCEL 4

Site Area	45,017 s.f. (1.033 ac.)
Maximum Dwelling Units	45 Units
Maximum Building Height	80 feet
Maximum Impervious Surface Ratio	70% of site area
Maximum Building Footprint	50% of site area
Maximum Building Gross Area*	150,000 s.f.
Minimum Required Parking	Residential: 2 spaces per unit

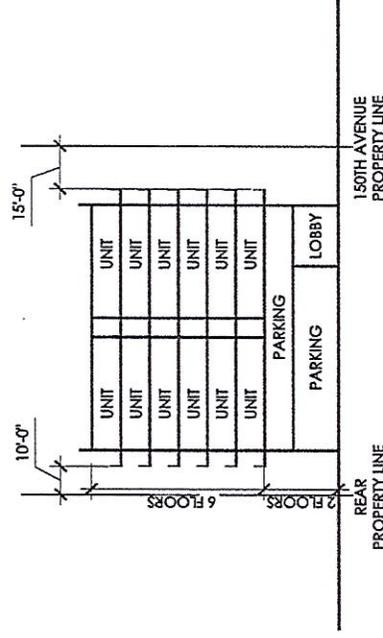
* Includes structured parking



Building Setbacks and Access Diagram

SCALE: 1" = 60'-0"

MAXIMUM EXTENT OF BUILDING FOOTPRINT



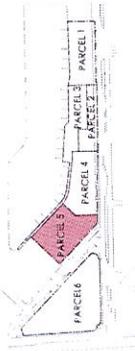
Building Section

SCALE: NTS

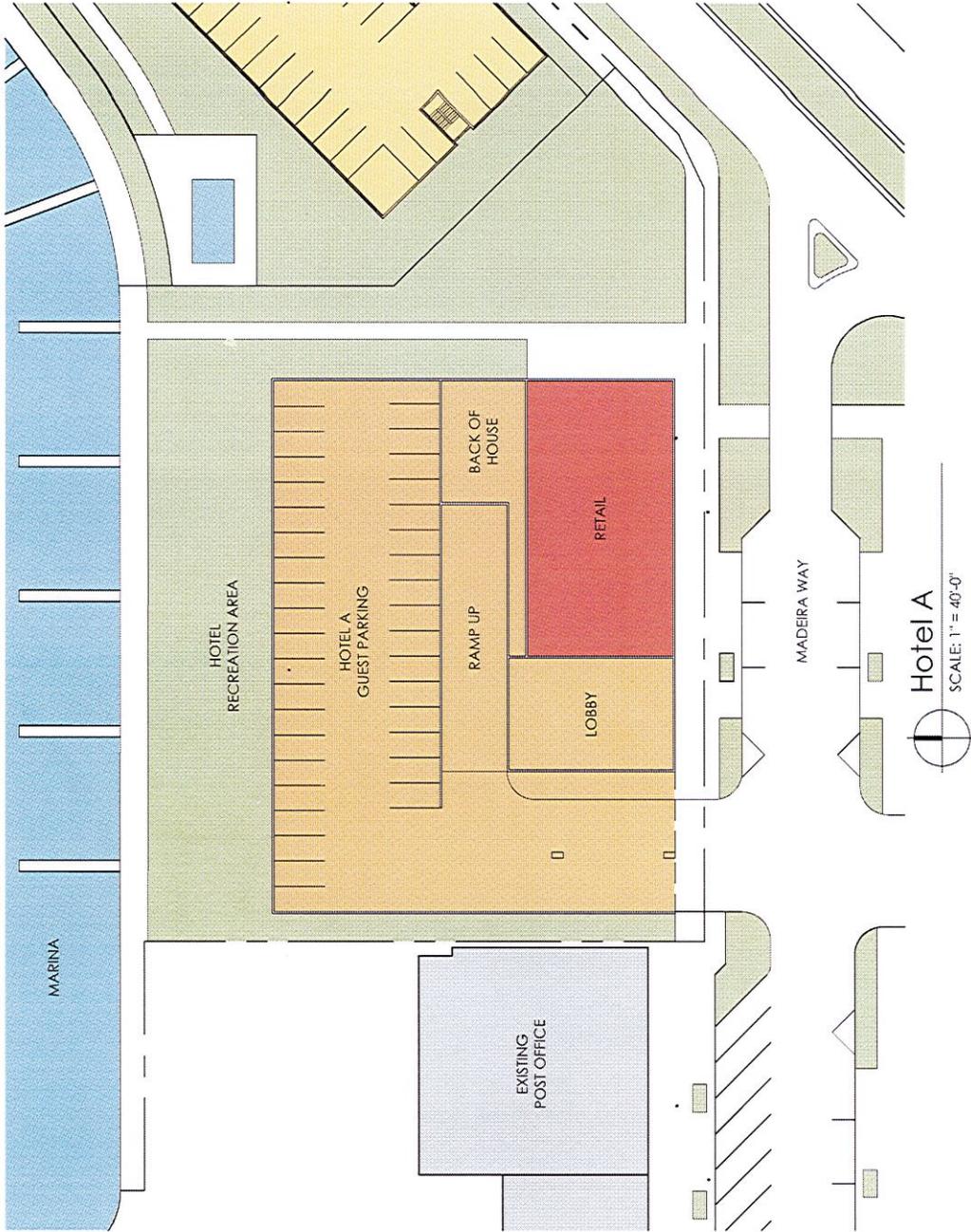
HOTEL A

180 ROOMS
5,000 S.F. RETAIL
11 FLOORS
210 PARKING SPACES

This is programmed to be a suites hotel with up to 180 rooms. The first floor of the building contains the lobby, up to 5,000 square feet of retail and restaurant space, parking and support and service spaces. Above are two additional floors of parking. The 4th floor will have hotel amenities opening onto a roof terrace as well as some hotel rooms. The remainder of the hotel rooms will be on floors 5 through 11. The design of the building reinforces the pedestrian nature of Madeira Way by its close relationship to the sidewalk and ground level active uses.



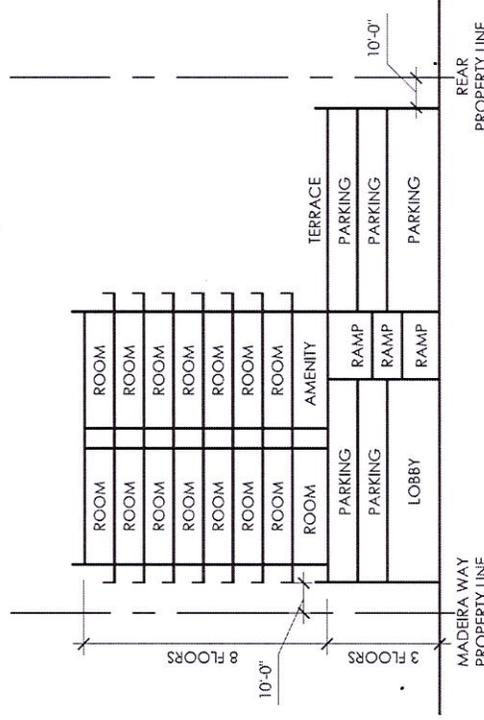
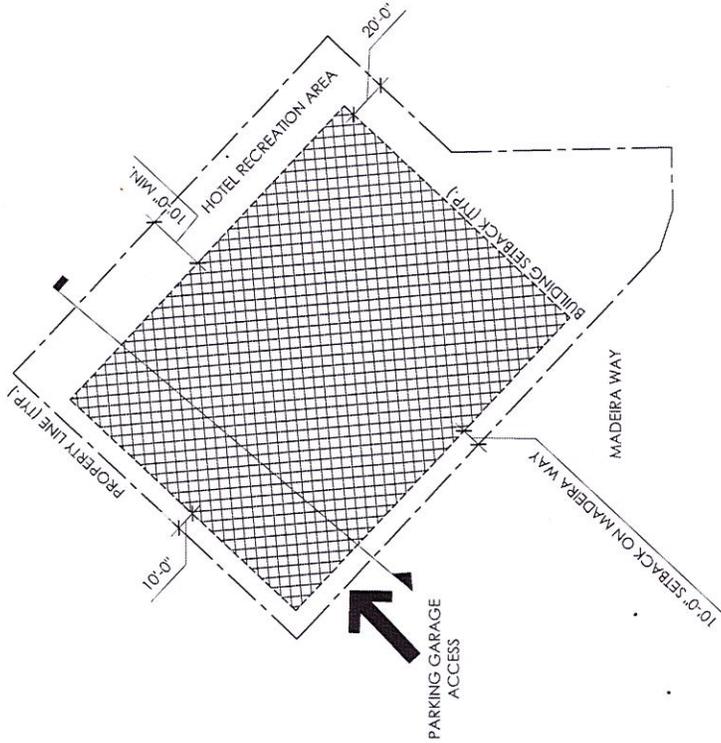
LEGEND



PARCEL 5

Site Area	50,514 s.f. (1.160 ac.)
Maximum Hotel Rooms	180
Maximum Commercial Space	5,000 s.f.
Maximum Building Height	115 feet
Maximum Impervious Surface Ratio	85% of site area
Maximum Building Footprint	70% of site area
Maximum Building Gross Area*	200,000 s.f.
Minimum Required Parking	Hotel: 1 space per room Retail: 2 spaces per 3,000 s.f. Restaurant: 1 space per 4 seats

* Includes structured parking



Building Section

SCALE: NTS

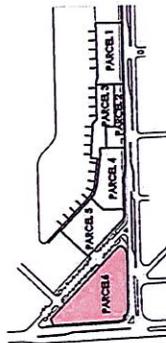
Building Setbacks and Access Diagram

SCALE: 1" = 60'-0"

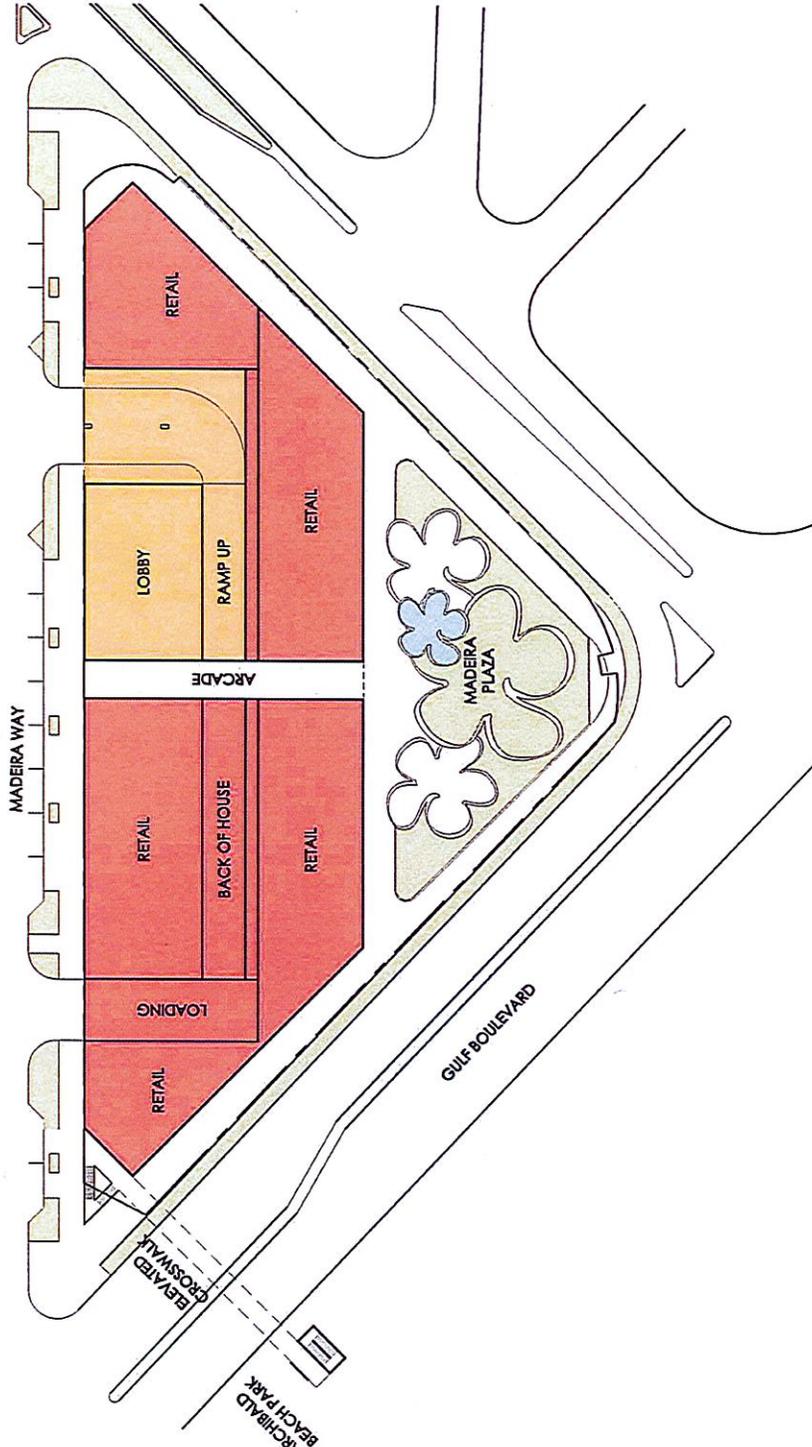


HOTEL B

This is a true mixed-use block designed to be a recognizable landmark at the heart of Madeira Beach. It combines 40,000 square feet of retail and restaurant space on the ground floor with a full-service hotel with up to 250 rooms above. All sides of the first floor are lined with active uses fronting onto Madeira Way to the north and a new public plaza to the south. These two spaces are connected by a mid-block pedestrian arcade through the building. The parking garage is located on the 2nd through 4th floors. The 5th floor is dedicated to the hotel's amenity spaces (fitness center, spa, meeting rooms, business center, etc.). These open onto a generous roof terrace with swimming pool, spa and bar. The hotel rooms are located on the 6th through 11th floors and are oriented to maximize water views.



LEGEND



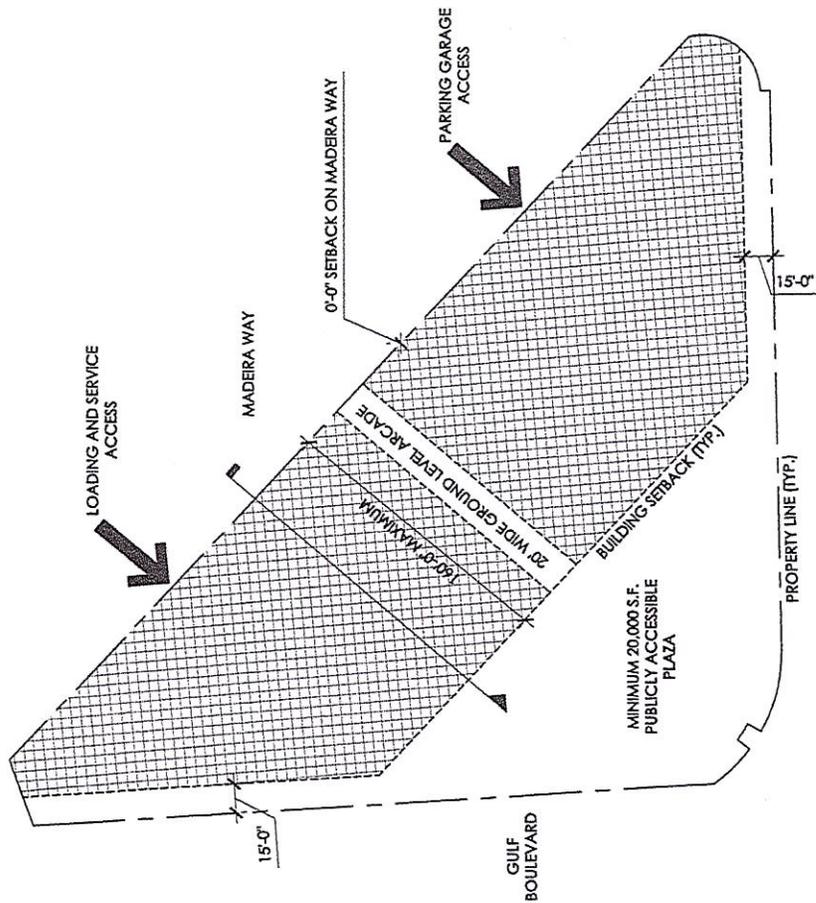
Hotel B Site Plan

SCALE: 1" = 60'-0"

PARCEL 6

Site Area	92,511 s.f. (2,124 ac.)
Maximum Hotel Rooms	250
Maximum Commercial Space	40,000 s.f.
Maximum Building Height	120 feet
Maximum Impervious Surface Ratio	85% of site area
Maximum Building Footprint*	70% of site area
*Maximum Building Gross Area	370,000 s.f.
Minimum Required Parking	Hotel: 1 space per room Retail: 2 spaces per 3,000 s.f. Restaurant: 1 space per 4 seats

* Includes structured parking



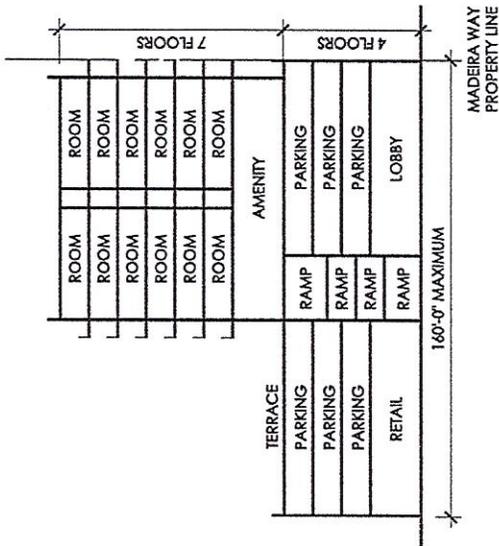
NOTE: NO CURB CUTS ON 150TH AVENUE OR GULF BOULEVARD

Building Setbacks and Access Diagram

SCALE: 1" = 60'-0"

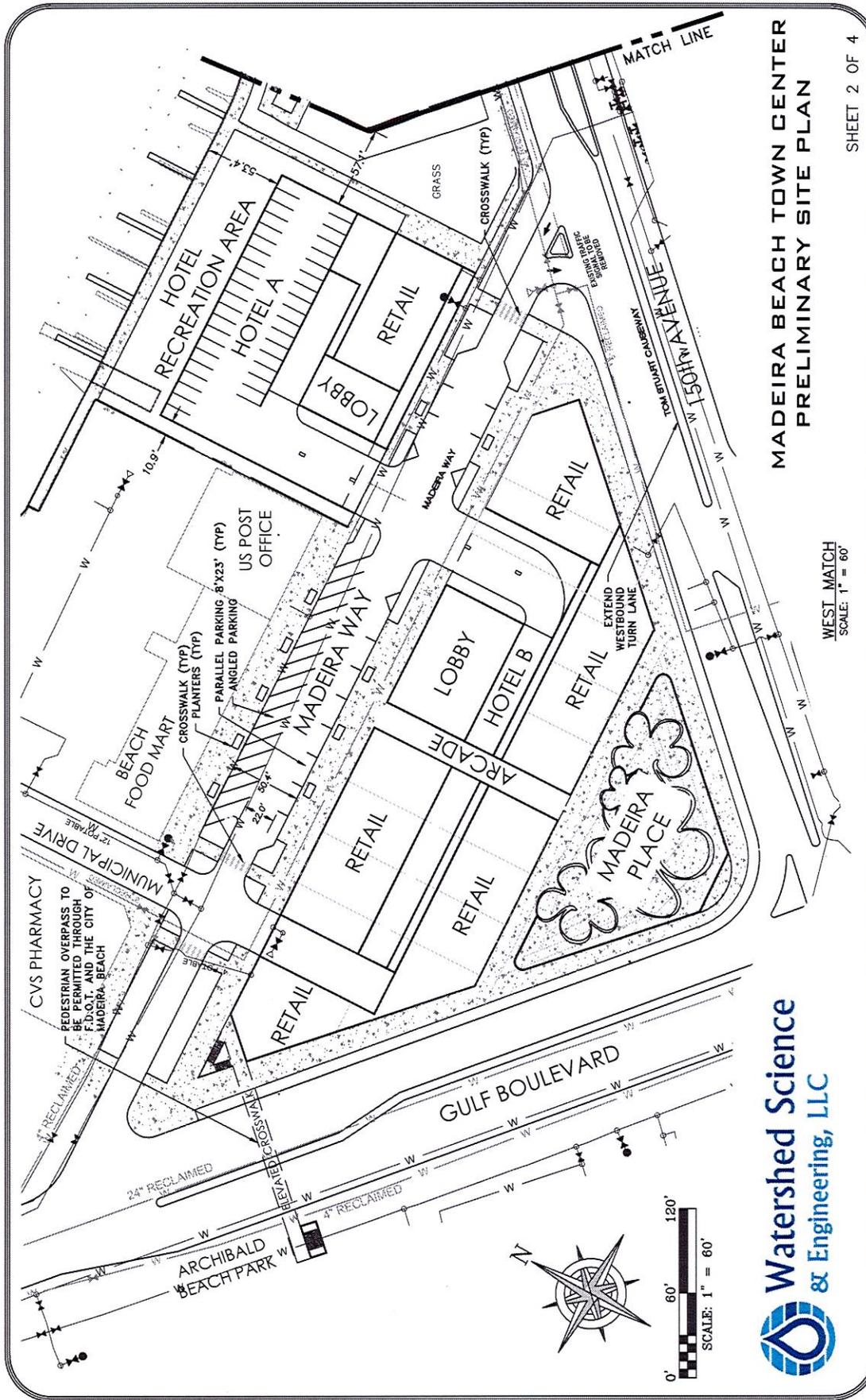


MAXIMUM EXTENT OF BUILDING FOOTPRINT



Building Section

SCALE: NTS



Watershed Science & Engineering, LLC

**MADEIRA BEACH TOWN CENTER
PRELIMINARY SITE PLAN**

WEST MATCH
SCALE: 1" = 60'

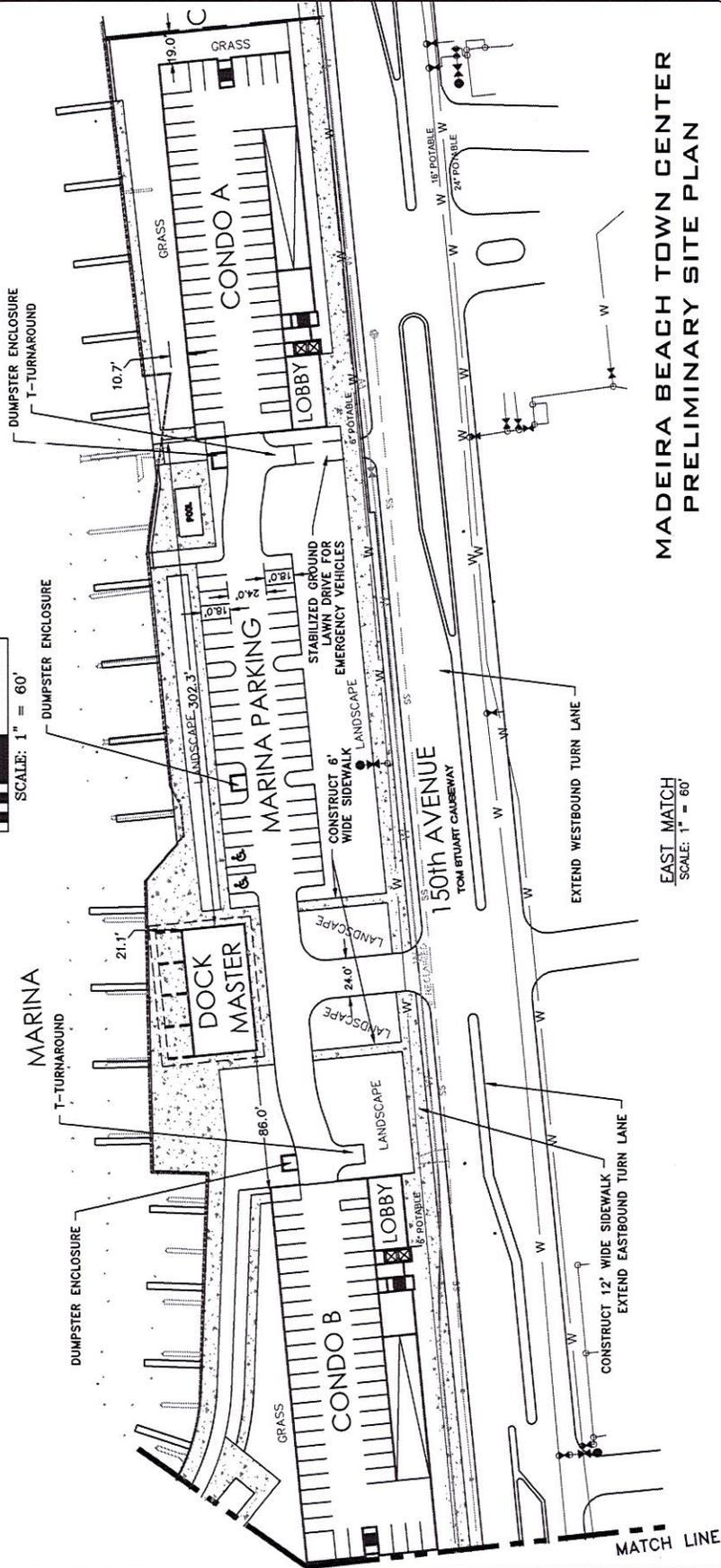
SHEET 2 OF 4

CIVIL SITE PLAN AND DATA

Madeira Beach Town Center
MADERA BEACH, FLORIDA



0' 60' 120'
SCALE: 1" = 60'



**MADEIRA BEACH TOWN CENTER
PRELIMINARY SITE PLAN**

EAST MATCH
SCALE: 1" = 60'

SITE DATA

HOTEL A

ROOMS: 180
 RETAIL SPACE: 3,000 SF
 RESTAURANT SPACE: ___ SEATS
 PARKING PROVIDED: 210 SPACES

PARKING REQUIRED:
 1 SP/ROOM = 180
 3 SP/2,000 SF = 4
 1 SP/4 SEATS =

OVERALL PROJECT SUMMARY & SITE DATA: EXISTING PROPOSED
 TOTAL BUILDING AREA = 62,904 SF (21.7%) 130,729 SF (45.0%)
 TOTAL ASPHALT/CONC. = 173,003 SF (59.5%) 81,171 SF (27.9%)
 TOTAL IMPERVIOUS AREA = 235,907 SF (81.2%) 211,900 SF (72.9%)
 TOTAL GREEN AREA = 54,525 SF (18.8%) 78,532 SF (27.4%)
 TOTAL PROJECT AREA = 290,432 SF (6.67 AC)

HOTEL B

ROOMS: 250
 RETAIL SPACE: 28,000 SF
 RESTAURANT SPACE: ___ SEATS
 PARKING PROVIDED: 400 SPACES

PARKING REQUIRED:
 1 SP/ROOM = 250
 3 SP/2,000 SF = 42
 1 SP/4 SEATS =

OVERALL SITE IMPERVIOUS SURFACE RATIO: 0.73

CONDO A

UNITS: 45
 PARKING PROVIDED: 95 SPACES

PARKING REQUIRED:
 2 SP/UNIT = 90
 TOTAL REQUIRED = 90

CONDO B

UNITS: 45
 PARKING PROVIDED: 95 SPACES

PARKING REQUIRED:
 2 SP/UNIT = 90
 TOTAL REQUIRED = 90

MARINA

RETAIL SPACE: 4,000 SF
 RESTAURANT SPACE: ___ SEATS
 PARKING PROVIDED: 39 SPACES
 DOCK SLIPS: 43

PARKING REQUIRED:
 3 SP/2,000 SF = 6
 1 SP/4 SEATS =

TOTAL REQUIRED =



**MADERA BEACH TOWN CENTER
 PRELIMINARY SITE PLAN**

SHEET 4 OF 4

EXHIBIT C

OFF-SITE ROADWAY IMPROVEMENTS

Tom Stuart Causeway (150th Avenue)/Madeira Way – Adjust traffic signal to provide for pedestrian movement and install raised median in 150th Avenue, permit right turn only into/from Madeira Way.

Tom Stuart Causeway (150th Avenue)/Median Opening at 1st Street E. – Extend the westbound left turn lane past Madeira Way to contain 150 feet of queue storage plus 185 feet of deceleration distance per FDOT Index #301 for a 45 MPH design speed.

Tom Stuart Causeway (150th Avenue) / Madeira Cove Median Opening – Construct an eastbound left turn lane into Madeira Beach Town Center access. Construct driveway with 2 exiting lanes to separate left and right turns. The eastbound left turn lane should include 50 feet of queue storage plus 185 feet of deceleration distance per FDOT Index #301. Due to distance constraints a design exception for deceleration distance may be needed from FDOT. The westbound left turn lane should contain 50 feet queue storage plus 185 feet deceleration distance per FDOT Index #301. This requires lengthening the existing left turn lane and removal of landscaping area.

Tom Stuart Causeway / Boca Vista Median Opening – Extend the westbound left turn lane to include 50 feet of queue storage plus 185 feet of deceleration distance per FDOT Index #301. This requires lengthening the existing left turn lane and removal of landscaping area.



**CONCEPTUAL PLAN
ACCESS CLASS 7
SUBJECT TO FDOT APPROVAL**

CONCEPT PLAN ONLY
BASED ON FINAL DESIGN BOUNDARY
& TOPOGRAPHIC SURVEY AND JURISDICTIONAL WETLAND
CONSTRAINTS. SUBJECT TO SITE PLAN APPROVAL.



City of Coral Gables
Engineering Department
2110 N.W. 23rd St.
Coral Gables, FL 33134
Phone: 305.460.1234
Fax: 305.460.1235

EXHIBIT D

PROJECT DATA

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Parcel 6	Totals
Land Use	Condo A	Common Area	Marina	Condo B	Hotel A	Hotel B	
Land Area	43,416 s.f.	21,929 s.f.	38,298 s.f.	45,017 s.f.	50,514 s.f.	92,511 s.f.	291,685 s.f.
Acreage	0.997 ac.	0.503 ac.	0.879 ac.	1.033 ac.	1.160 ac.	2.124 ac.	6,696 ac.
Hotel - Density Allowed							125 rooms/ac.
Hotel - Rooms Allowed							837 rooms
Hotel - Density Proposed							64.2 rooms/ac.
Hotel - Rooms Proposed				180 rooms		250 rooms	430 rooms
Condos - Density Allowed							15 units/ac.
Condos - Units Allowed							100 units
Condos - Density Proposed							13.4 units/ac.
Condos - Units Proposed	45 units			45 units			90 units
Retail Space			4,000 s.f.		3,000 s.f.	28,000 s.f.	35,000 s.f.
Restaurant Space			1,000 s.f.		2,000 s.f.	12,000 s.f.	15,000 s.f.
Gross Building Area - Allowed			5,000 s.f.	150,000 s.f.	200,000 s.f.	370,000 s.f.	1,166,740 s.f.
Gross Building Area - Proposed	150,000 s.f.						875,000 s.f.
F.A.R. - Allowed							4.00
F.A.R. - Proposed							3.00
Boat Slips - Allowed							43 slips
Boat Slips - Proposed			43 slips				43 slips
Parking - Minimum Required	90 spaces		36 spaces	90 spaces	201 spaces	392 spaces	809 spaces
Parking - Proposed	95 spaces		39 spaces	95 spaces	210 spaces	400 spaces	839 spaces

Parking Ratios - Residential: 2 spaces per unit / Hotel: 1 space per room / Retail: 2 spaces per 3,000 s.f. / Restaurant: 1 space per 4 seats (120 s.f.) / Marina: 1 space per 2 slips

EXHIBIT E



- REQUIRED IMPROVEMENTS**
- HOTEL A**
 - Madera Way
 - 150th Avenue
 - HOTEL B**
 - Madera Way
 - 150th Avenue
 - Madera Plaza
 - Elevated Crossing (Gulf Blvd.)
 - CONDOS/MARINA**
 - 150th Avenue



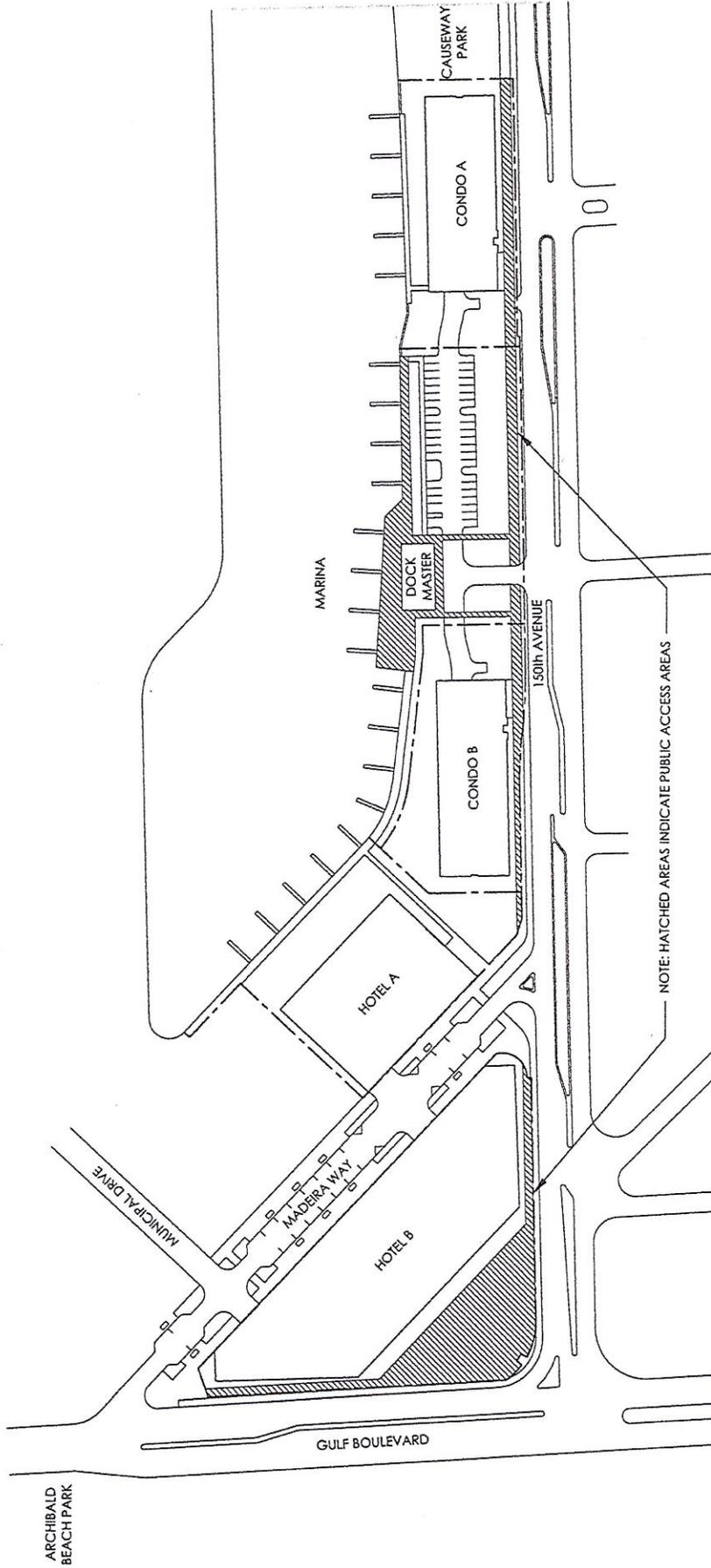
 Overall Phase Plan
 SCALE: NTS
 PHASE
 REQUIRED IMPROVEMENTS

OVERALL PHASE PLAN

EXHIBIT "E"

Madeira Beach Town Center
 MADEIRA BEACH, FLORIDA

EXHIBIT F



33 6th St S #400
 Clearwater, FL 34615
 T 727.395.6960
 F 727.822.3747
 www.mesh.us
 ARCHITECTURE | A.A.# 26002337

MADEIRA BEACH TOWN CENTER
 Madeira Beach Development Company
 March 24, 2016

May 17, 2016

Mr. Thomas Trask, City Attorney
City of Madeira Beach, Florida

Re: Affected Party Testimony, June 14, 2016

Dear Mr. Trask:

This is to inform you I will not be able to attend the June 14 meeting and therefore will not be able to testify in person. I ask the comments below be read into the record at the June 14 meeting.

To the Madeira Beach Board of Commissioners

I wish to make clear to the Board of Commissioners I firmly believe that straight forward dialog is important to achieving mutually agreeable outcomes. I have been engaged in straight forward dialogue with City Manager, Shane Crawford and developers, Mr. William Karns and Mr. James Holton and the three condo associations on 150th Ave. for several months. In my opinion this approach has worked. The City Manager, the two, developers and the people who live in the condos have been very responsive to my central concern: safe access and exit to and from 150th Avenue from the south.

Mr. Karns showed exceptional creativity in suggesting the three condos: Madeira Cove, Boca Vista and Snug Harbor think outside the box to develop a common access point while assuring it would be cost neutral to them. The owners at each of the three condos showed a remarkable willingness to take extraordinary steps in a cooperative fashion to achieve the safe access they seek. Mr. Holton boldly stepped forward to lead a cooperative effort to find a political solution to the challenge of securing safe access. Mr. Crawford showed well developed listening skills in crafting what has become the central working document to address the safety concerns raised: amendment 9.11 in the Madeira Beach Town Center Planned Development and its counterpart in the Holiday Isle Marina Planned Development. All know it will take a team effort to achieve a win-win outcome.

My testimony, to you, on May 10 and the Planning Commission on April 28 was substantively similar. The facts I presented were based on a thorough review of the Madeira Beach Town Center Special Area Plan, Pinellas County Sheriff's Accident Report for 150th Ave, The Florida Department of Transportation Intersection Design Guide, 2015 and the result of a face-to face meeting with the City Manager, Mr. Karns and FDOT's Regional Director.

The challenges mentioned are based on my personal experience and of those who live on the south side of 150th Avenue. These concerns will soon be experienced by those who will live in the proposed new condos on the north side of 150th Ave.

I again ask you, as our elected leaders, to join this collaborative team to assure safe access to and from 150th Avenue for all users. I ask you to remember the current traffic light at Madeira Way serves more than allowing traffic from Madeira Way to safely access 150th Avenue. It also provides the same safe access to those who live on the south side of 150th. When this traffic light becomes a pedestrian crossing only traffic light it will become extremely challenging and increasing unsafe for those of us who live on 150th Ave to enter or exit 150th Ave. in to or out of our homes. A traffic light, perhaps semi actuated, is required at the new 4 way intersection at 399 150th Avenue and the entrance to the Madeira Beach Town Center condominiums appropriate alternative is required.

On behalf of the 314 people who currently live on the south of 150th Ave., as well as, the 180 people who will live in the proposed condos on the north side of 150th Ave., please support the recommendations I presented to you and take meaningful action to make sure they become reality. You are in a pivotal position. Your endorsement is essential.

Thank you for your time and consideration.

John J. Lipa, Affected or Aggrieved Party
399 150th Avenue, Unit 117c
Madeira Beach, FL. 33708

City of Madeira Beach
RECEIVED

JUN 09 2016

Office of City Clerk
Time 8:40 A.M.



NOTICE OF INTENT TO BE A PARTY

AFFECTED PERSON INFORMATION

Name: Timothy Paddock

Address: 425 150th Ave Unit 202 2404
Madiera Beach FL

Telephone: 813-577-4839 Fax: _____

Email: tpaddock2@yahoo.com

APPLICATION INFORMATION

Case No: Town Center

Applicants

Name: Town Center & Holton Projects

[Handwritten Signature]

Signature of Affected Person

6-9-16

Date



MADEIRA BEACH BOARD OF COMMISSIONERS

June 7, 2016 – Agenda Report

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

SUBJECT: AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150th AVENUE, 200 150th AVENUE, 206 150th AVENUE, 210 150th AVENUE, 212 150th AVENUE, 352 150th AVENUE, 388 150th AVENUE, 390 150th AVENUE, 410 150th AVENUE, 420 150th AVENUE, AVENUE FROM RETAIL COMMERCIAL (C-3) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

Property Owners:

919 Land Trust
BLIG, LLC, Trustee
3409 West Fletcher Avenue
Tampa, FL 33618

Madeira Commons, Inc.
c/o Ross Realty
4401 West Kennedy Blvd., Suite 100
Tampa, FL 33609

Cajun Buildings, LLC
15334 Harbor Drive
Madeira Beach, FL 33708

Arthur W. Broaderick, Larry M. Starnes,
and Rhonda T. Starnes
2910 Pelham Road
St. Petersburg, FL 33710

Applicant:

William F. Karns
Madeira Beach Development Co., LLC
286 107th Avenue, Suite 300
Treasure Island, FL 33706

Property Address:

15026 Madeira Way
0 Gulf Boulevard
0 150th Avenue
15023 Madeira Way
15031 Gulf Boulevard
0 Madeira Way
15000 Madeira Way
15006 Madeira Way
15015 Madeira Way

Parcel ID Numbers:

09-31-15-54180-000-0020
09-31-15-00000-130-1600
09-31-15-00000-130-1500
09-31-15-00000-130-1700
09-31-15-00000-130-1800
09-31-15-00000-130-1900
09-31-15-00000-140-1000
09-31-15-00000-140-0900
09-31-15-00000-140-0700

15040 Madeira Way	09-31-15-00000-140-0600
15042 Madeira Way	09-31-15-00000-140-0500
0 150 th Avenue	09-31-15-00000-140-0400
200 150 th Avenue	09-31-15-00000-130-0900
206 150 th Avenue	09-31-15-00000-130-1000
210 150 th Avenue	09-31-15-00000-130-1100
212 150 th Avenue	09-31-15-54180-000-0013
352 150 th Avenue	09-31-15-54180-000-0010
388 150 th Avenue	09-31-15-00000-130-1200
390 150 th Avenue	09-31-15-00000-420-0200
410 150 th Avenue	09-31-15-00000-420-0100
420 150 th Avenue	09-31-15-54180-000-0012

BACKGROUND: Site Area: 6.696 acres

Current Designation:

- *Land Use Plan* – Planned Redevelopment-Mixed Use (PR-MU)
- *Zoning* – Retail Commercial (C-3)

Flood Zone: AE (areas within 100-year floodplain); Base Flood Elevations of 10’ and 11’ above sea level.

Present Use: Retail commercial businesses and eating establishments.

Proposed Use: The proposal is for a mixed-use project that will include two hotels (430 rooms), two condominium buildings (90 units), 50,000 square feet of retail/restaurant space, and a marina. The project encompasses the northwest side of 150th Avenue (Tom Stuart Causeway) from Gulf Boulevard to the City’s Causeway Park, and includes both sides of Madeira Way. The project will consist of four primary buildings – two condominium buildings of six floors over two levels of parking, and two hotels – one with eight floors over three levels of parking and one with seven floors over four levels of parking. The project will include retail/restaurant uses at ground level, a marine store, and a marina.

The project will feature a publicly accessible plaza at the Gulf Boulevard/150th Avenue intersection, pedestrian accesses to Boca Ciega Bay, a pedestrian bridge over Gulf Boulevard, and pedestrian enhancements along Madeira Way and 150th Avenue to the City’s Causeway Park. These project features are designed to create a pedestrian friendly activity center along Madeira Way and 150th Avenue.

Other traffic and pedestrian enhancements include the following:

- Adjusting the traffic signal at Madeira Way and 150th Avenue to provide for pedestrian movement and converting this intersection to a right-in/right-out intersection
- Extending the westbound left turn lane from 150th Avenue onto 1st Street East.
- Constructing an eastbound left turn lane into the project near 150th Avenue near the Madeira Cove intersection.
- Extending the westbound left turn lane from 150th Avenue into Madeira Cove.
- Extending the westbound left turn lane from 150th Avenue into Boca Vista.

A complete listing of the proposed development standards and conditions for the project are included in the project concept plan, and they are formalized in the project development agreement which is being considered by the Board of Commissioners as a separate item.

Planning Commission Recommendation: The request to rezone the subject property, from C-3, Retail Commercial to PD, Planned Development, and the corresponding Concept Plan were reviewed at public hearings by the Planning Commission on March 14, 2016 and April 28, 2016.

After receiving testimony from the applicant and the public at the March 14th hearing, the matter was continued by the Planning Commission to April 28th in order to allow the applicant to address questions and issues raised by staff regarding the development agreement details and impacts of the project to public facilities. These questions and issues were addressed in a resubmittal received by the City on April 14th. In addition to addressing the issues raised by staff, the concept plan was revised from the previous submittal to show angled parking along Madeira Way rather than parallel parking, and a 10-foot front building setback for Hotel A from the previous setback of 0 feet.

Following the March 14th Planning Commission hearing, the applicants also continued to coordinate their proposal with nearby property owners, the City, and the Florida Department of Transportation to address traffic and access concerns along 150th Avenue due primarily to the proposed removal of the light at 150th Avenue and Madeira Way. Based on these discussions, the applicant submitted prior to the April 28th Planning Commission hearing revised conditions for off-site improvements. These conditions are detailed in the development agreement which will be considered by the Board of Commissioners as a separate agenda item.

At the April 28th hearing, the Planning Commission voted 5 to 0 to recommend approval of the requested rezoning from C-3 to PD based on the revised accompanying Concept Plan, and subject to the provisions contained in the Development Agreement.

Board of Commissioners First Reading: On May 10, 2016, the Board of Commissioners conducted the first reading of Ordinance 2016-01, and voted 4 to 1 to amend the zoning designation on the subject property from C-3 (Retail Commercial) to PD (Planned Development) consistent with the accompanying Concept Plan, and subject to the specific provisions and conditions as set forth in the accompanying Development Agreement.

BUDGETARY

IMPACT:

N/A

REVIEW CRITERIA: The proposed PD development is located within the Planned Redevelopment Mixed Use Future Land Use designation 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 and proposed density for temporary lodging further require 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 zoning district is located within the Commercial Core and Causeway Districts. Development in these sub-districts of the SAP is subject to the following design standards:

- First story commercial activity is 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

Additional standards for the SAP and the Commercial Core and Causeway Districts 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 Article V, Division 10, Section 110-393 of the Land Development Regulations, 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 (PR-MU) 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 mixture of condominium, hotel, and

commercial uses proposed by this planned development are consistent with this objective. The project also proposes, consistent with the Special Area Plan, first story commercial development, pedestrian access along all frontages, and pedestrian access to Boca Ciega Bay.

The PR-MU Future Land Use category establishes a maximum density of 15 units per acre for residential units and up to 125 units per acre for temporary lodging. The category further permits a maximum Floor Area Ratio (FAR) of 4.0 and a maximum Impervious Surface Area Ratio (ISR) of 0.95.

The total site area of the proposed project is 6.696 acres. The project includes 430 hotel units and 90 condominium units. The project proposes a residential density of 13.44 units per acre and a temporary lodging density of 64.21 hotel rooms per acre. The proposed FAR is 3.0 and the proposed ISR is 0.73. The proposed density and intensity are consistent with the standards of the Comprehensive Plan.

Based on the proposed density, intensity, mixture of uses, and pedestrian and traffic circulation improvements, the proposed Planned Development has been determined to be consistent with the PR-MU Future Land Use category and the objectives and standards of the Town Center Special Area Plan.

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

The project proposes mixed use development on parcels that are currently retail. However, the site is surrounded by a variety of uses including other commercial businesses and multi-family residential developments that are compatible with this mixed use project.

The project concentrates the proposed tourist related uses such as the hotels, retail, and restaurants along Gulf Boulevard near the beaches. Pedestrian enhancements in these areas include the public plaza at 150th Avenue and Gulf Boulevard, and an elevated pedestrian crossing over Gulf Boulevard. Residential uses and the marina supporting uses are proposed for location along 150th Street, and will include pedestrian connections along 150th Avenue and access to Boca Ciega Bay.

Although the proposed concept plan will permit development that is significantly taller than the existing uses on the property (up to 11 floors maximum), the project is not directly adjacent to residential developments that are lower in height. The project is directly across Gulf Boulevard from an existing 11-story residential development.

(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 traffic study for the development to FDOT and the City demonstrating there will be no change in the level of service with the proposed development. The applicants have met with FDOT

to discuss the future improvements required by the department and the improvements are shown on the conceptual drawings for the development. Also, the applicants have had a pre-application meeting with SWFWMD to determine the on-site stormwater management facility permitting requirements. 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.

By proposing hotel and other development that will enhance the tourist industry for Madeira Beach and its local businesses, the proposed development has been determined to be consistent with and will facilitate the type of development that is specifically provided for in the Town Center Special Area plan. The development will help provide needed redevelopment and will help establish a sense of place in the Town Center area, which is an objective of the 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 applicants have submitted a mixed use project that establishes architectural and landscaping standards, and coordinated vehicular and pedestrian access improvements.

The proposal has been reviewed for consistency and processed in accordance with the standards and requirements of Division 10, PD, Planned Development, of Article V, Chapter 110 of the Land Development Code. Accordingly, the applicants have conducted the required Neighborhood Information Meeting (Section 110-392) and have submitted the required plans and documents demonstrating compliance with the Land Development Code.

II. The Board of Commissioners shall additionally review the proposed development plan for compliance with the provisions of Chapter 110 of the Land Development Regulations 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 project is proposed primarily in the Commercial Core, with a small portion located in the Causeway District, of the Town Center Special Area Plan. The Commercial Core is the heart of the Town Center. Accordingly, the Planned Development proposes ground level retail along Madeira Way and enhanced pedestrian access throughout the project to help establish a pedestrian scale downtown activity hub at one of the City's gateways. The proposed hotels are

located near the 150th Avenue and Gulf Boulevard intersection in close proximity to existing and proposed retail uses and the beaches. The project includes an elevated pedestrian crossing over Gulf Boulevard to the beaches which supports the pedestrian focus of the project.

The project concentrates the two taller (8 floors above 3 levels of parking, and 7 floors above 4 levels of parking) hotel buildings along Madeira Way and Gulf Boulevard directly across from existing 12-story condominium developments. The two proposed condominium buildings (6 floors over 2 levels parking) are proposed along 150th Avenue, in an area that includes existing condominium projects which range in height from 4 to 8 stories.

The project proposes a mix of complementary land uses and shared amenities that are tied together by common architectural and landscaping themes. The mixed use nature of the project in a centrally located area of the City which is served by transit, will allow for internal trip capture and a mitigation of some of the traffic that would normally be associated with the proposed uses.

- (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 further provide for the redevelopment of one of the City's gateways and will include amenities such as a pedestrian plaza at 150th Avenue and Gulf Boulevard; an elevated pedestrian crossing over Gulf Boulevard; public access to Boca Ciega Bay; and traffic, pedestrian, and landscaping enhancements along all public street frontages. The proposed redevelopment and the associated improvements will help create a sense of place in what is commonly considered the downtown area of Madeira Beach.

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.

The project proposes within the Commercial Core 12-foot wide pedestrian connections along all street frontages as well as public access over Gulf Boulevard and access to Boca Ciega Bay. The project features a pedestrian plaza and ground level retail along Madeira Way.

Policy 1.5.7:

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

The project proposes the replacement of multiple, closely spaced curb cuts along 150th Avenue with a single drive from this street. The project further addresses existing traffic circulation issues at Madeira Way and 150th Avenue by limiting traffic at this intersection to right-in/right-out only. The project provides coordinated shared access to what is currently 21 separate parcels.

The accompanying development agreement addresses overall coordination of traffic management issues with the existing development pattern.

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.*

The project proposes redevelopment in the Commercial Core along Madeira Way which is a highly visible gateway area of the City, consistent with this Policy.

Policy 1.10.1:

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

The project proposes mixed use development that includes tourist related, marina access, and residential uses in the 150th Avenue gateway area of Madeira Beach. The project will provide pedestrian access to Boca Ciega Bay, and to the beaches via a pedestrian bridge over Gulf Boulevard.

- (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 Concept Plan and the development agreement (See Exhibits C and E of the agreement) provide phasing details identifying when specific off-site improvements will be made and for which portion of the project. According to the development agreement, the identified improvements must be completed prior to issuance of Certificates of Occupancy for the respective phase of development. The identified improvements will be designed and funded by the developers. The developers will receive credit toward transportation impact fees for the project to be applied against the cost of the identified roadway 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.**

The project proposes a 12-foot wide pedestrian way along the entire street frontage on the north side of 150th Avenue. The project further provides for a pedestrian

arcade from Madeira Way to Gulf Boulevard, a pedestrian access to Boca Ciega Bay, and an elevated pedestrian crossing over Gulf Boulevard.

(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 total project acreage of the proposed development is 6.696 acres. The project proposes development that is below the maximum allowed densities, impervious surface area, and floor area permitted by the site's PR-MU Future Land Use designation.

The proposed site plan identifies that on-site parking meeting the standards of Article VII, Off-Street Parking and Loading, of Chapter 110 of the Land Development Code will be provided to serve each phase of the project.

(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 proposed Concept Plan exceeds minimum standards for development under conventional zoning in that it provides for shared and coordinated pedestrian and vehicular access improvements, common architectural and landscaping themes, and enhanced public amenities that serve the larger area.

Additionally, by proposing a mixed use project that covers multiple parcels, the City is better able to coordinate and address the impacts of the project on public facilities. This level of coordination would not be possible without rezoning utilizing the Planned Development district and its requirement for an accompanying concept plan.

The proposed Concept Plan has been reviewed and found in compliance with the City's Land Development Regulations in regard to density and intensity, parking, building setbacks, landscaping, and impacts to public facilities. Future development will require site plan review in accordance with Article II, Site Plans, of Chapter 110 of the Land Development Code. This development will be further reviewed for consistency with the Concept Plan and compliance with the Land Development Regulations for every phase of the project. These reviews will ensure that development will equal or 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 Concept Plan provides for common architectural and landscaping standards throughout the project that generally exceed the minimum standards required under conventional zoning districts. In addition the project provides amenities such as a public plaza located at 150th Avenue and Gulf Boulevard, public access to Boca Ciega Bay, a 12-foot wide pedestrian access along the entire frontage on 150th Avenue that will be landscaped and include street level retail uses, and a pedestrian access way over Gulf Boulevard to the beaches.

(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 PR-MU Future Land Use category. The maximum FAR permitted in this category is 4.0, while the development proposes a maximum FAR of 3.0. The maximum ISR permitted by the category is 0.95, while the development proposes a maximum ISR of 0.73. In addition, provision for access to the marina and the proposed public plaza as well as the 12-foot wide pedestrian ways provide significant open space in this area.

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

No outdoor storage of merchandise or materials is proposed by this development.

(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. Additionally, ownership and maintenance of common areas is addressed in the project development agreement.

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

The project proposes a complete redevelopment of the site. All nonconforming signs or sign structures will be removed as a part of this redevelopment.

(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 PD Concept Plan and development agreement identify minimum development standards and conceptual phasing for the project. The proposed phasing plan demonstrate that each phase will comply with the required development standards in regard to off-site parking and access, and would be capable of standing on its own apart from the remainder of the project.

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.

This project includes multiple street and water frontages. The architectural renderings that are a part of the Concept Plan show that the development has been designed with consideration of the high visibility of the site along all frontages.

- (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 project proposes a 12-foot wide pedestrian way along Madeira Way, 150th Avenue, and Gulf Boulevard including enhanced crosswalks and shading through landscaping. Additionally, pedestrian access is proposed from Madeira Way to a public plaza at 150th Avenue via a pedestrian arcade, from 150th Avenue to Boca Ciega Bay, and over Gulf Boulevard via a pedestrian bridge.

- (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 project proposes the taller hotel and commercial buildings along Madeira Way closer to the taller condominium buildings along Gulf Boulevard in the area that is commonly recognized as the downtown area of Madeira Beach. The relatively smaller condominium buildings and open areas are located along 150th Avenue, helping preserve the water views from this gateway road.

The Concept Plan proposes common architectural themes, and elements such as landscaping, parking, and pedestrian ways to help integrate the individual buildings and uses within the project.

- (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.**

The Concept Plans submitted by the applicant show the project at build-out with mature landscaping. These plans demonstrate how the proposed landscaping has been designed in consideration with the specific site and uses. These plans show how the proposed landscaping will enhance and unite the various buildings and uses in the project and will providing shading along the pedestrian corridors and other common areas.

- (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 project proposes the two taller (8 floors above 3 levels of parking, and 7 floors above 4 levels of parking) hotel buildings along Madeira Way and Gulf Boulevard directly across from existing 12-story condominium developments. The two proposed condominium buildings (6 floors over 2 levels parking) are proposed along 150th Avenue, in an area that includes existing condominium projects which range in height from 4 to 8 stories. The color palette and finish of the proposed buildings, as shown on the submitted architectural renderings, is similar to the existing structures in the vicinity of the proposed project.

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

The Concept Plan proposes landscaping and other screening of mechanical, electrical, and roof top equipment, and refuse areas. A majority of this equipment will be located on building roof tops as shown on the architectural renderings.

- (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 Concept Plan does not propose to utilize any of the above listed materials or design features. The architectural renderings identify buildings that will have a finished appearance that will be similar to and in harmony with the existing residential buildings in this area.

- (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 project includes preservation of views and public access to Boca Ciega Bay from 150th Avenue. Views of the Gulf of Mexico are maintained from Madeira Way. The project further provides for the establishment of a centrally located public plaza at 150th Avenue and Gulf Boulevard.

- (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.**

The Concept Plan includes a conceptual landscaping design that unifies the project under a common design theme. The proposed landscaping is intended to provide shaded and inviting areas for pedestrians and to enhance the overall appearance of the buildings and parking areas. Because of the location of this site at the City's gateway, the landscaping will also serve to enhance the overall appearance of the community. Landscaping construction details, including a specific description of each tree and plant will be required during the site plan review process and will be reviewed for consistency with the approved Concept Plan.

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

Overall signage and other building appurtenances, as generally identified on the Concept Plan, are integral components of the building, appropriately scaled, and consistent with the buildings' overall design. No rooftop or other inappropriately

scaled signage that would dominate the visual appearance of the buildings are proposed with this development.

- (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.**

The project features public spaces along rights-of-way and pedestrian scaled development that will promote visibility and safety. Final site plans for this project will be further reviewed for consistency with this requirement.

**STAFF
RECOMMENDATION:**

Staff recommends approval of Ordinance 2016-01, to amend the zoning designation on the subject property from C-3 (Retail Commercial) to PD (Planned Development) consistent with the accompanying Concept Plan, and subject to the specific provisions and conditions as set forth in the accompanying Development Agreement.

ATTACHMENTS:

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ORDINANCE 2016-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150th AVENUE, 200 150th AVENUE, 206 150th AVENUE, 210 150th AVENUE, 212 150th AVENUE, 352 150th AVENUE, 388 150th AVENUE, 390 150th AVENUE, 410 150th AVENUE, 420 150th AVENUE, AVENUE FROM RETAIL COMMERCIAL (C-3) 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, recreational and other uses, as permitted by the land use designation on the site; and

WHEREAS, the zoning designations of both C-3 and PD are compatible to the Planned Redevelopment-Mixed Use Future Land Use Category; and

WHEREAS, the property owners of the subject property identified in the legal description and further identified as Parcel I.D.'s # 09-31-15-54180-000-0020, 09-31-15-00000-130-1600, 09-31-15-00000-130-1500, 09-31-15-00000-130-1700, 09-31-15-00000-130-1800, 09-31-15-00000-130-1900, 09-31-15-00000-140-1000, 09-31-15-00000-140-0900, 09-31-15-00000-140-0700, 09-31-15-00000-140-0600, 09-31-15-00000-140-0500, 09-31-15-00000-140-0400, 09-31-15-00000-130-0900, 09-31-15-00000-130-1000, 09-31-15-00000-130-1100, 09-31-15-54180-000-0013, 09-31-15-54180-000-0010, 09-31-15-00000-130-1200, 09-31-15-00000-420-0200, 09-31-15-00000-420-0100, 09-31-15-54180-000-0012, and have applied for a change in zoning from C-3, Retail 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-3, Retail Commercial, to PD, Planned Development through an approved Development Agreement to be in the best interest of the City.

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

- Section 1.** That the subject property described herein be rezoned from C-3, to PD, Planned Development, and that any subsequent proposed development be regulated through the Development Agreement process.
- 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.

[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:

Thomas J. Trask, CITY ATTORNEY

Travis Palladeno, MAYOR

ATTEST:

Aimee Servedio, CITY CLERK

FIRST LEGAL ADVERTISEMENT PUBLISHED:	<u>02/26/2016</u>
REAL PROPERTY OWNER OF RE-DESIGNATED PROPERTY NOTIFIED BY MAIL:	<u>02/23/2016</u>
NEIGHBORHOOD MEETING	<u>03/09/2016</u>
PLANNING COMMISSION FIRST READING, QUASI-JUDICIAL HEARING:	<u>03/14/2016</u>
PLANNING COMMISSION SECOND READING, QUASI-JUDICIAL RECOMMENDATION:	<u>04/11/2016</u>
SECOND LEGAL ADVERTISEMENT PUBLISHED:	<u>04/14/2016</u>
PLANNING COMMISSION THIRD READING, QUASI-JUDICIAL RECOMMENDATION:	<u>04/28/2016</u>
BOARD OF COMMISSIONERS FIRST READING, QUASI-JUDICIAL HEARING:	<u>05/10/2016</u>
BOARD OF COMMISSIONERS SECOND READING AND ADOPTION:	<u>06/14/2016</u>

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 of the Local Planning Agency to consider the Development Agreement between the City of Madeira Beach and Madeira Beach Development Co., L.L.C. and Ordinance 2016-01, in Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on Monday, March 14, 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 2016-01, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on Tuesday April 12, 2016 at 6:00 p.m.

Upon the passage of Ordinance 2016-01, **NOTICE IS HEREBY GIVEN**, the Board of Commissioners of the City of Madeira Beach will consider approval of the **Development Agreement between the City of Madeira Beach and Madeira Beach Development Co., L.L.C.** and will conduct the second and final reading of **Ordinance 2016-01**, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, May 10th, 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 Madeira Beach Development Co., L.L.C., for the property located at 15026 Madeira Way, 0 Gulf Blvd, 0 150th Avenue, 15023 Gulf Blvd, 15031 Gulf Blvd, 0 Madeira Way, 15000 Madeira Way, 15006 Madeira Way, 15015 Madeira Way, 15040 Madeira Way, 15042 Madeira Way, 0 150th Avenue, 200 150th Avenue, 206 150th Avenue, 210 150th Avenue, 212 150th Avenue, 352 150th Avenue, 388 150th Avenue, 390 150th Avenue, 410 150th Avenue and 420 150th Avenue, Madeira Beach, Florida 33708.

ORDINANCE 2016-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150th AVENUE, 200 150th AVENUE, 206 150th AVENUE, 210 150th AVENUE, 212 150th AVENUE, 352 150th AVENUE, 388 150th AVENUE, 390 150th AVENUE, 410 150th AVENUE, 420 150th AVENUE, FROM RETAIL COMMERCIAL (C-3) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

DESCRIPTION:

Parcel 09-31-15-54180-000-0012 MADEIRA BEACH COMMERCIAL CENTER W 75FT OF E 224.99FT OF TRACT 'A'

09-31-15-00000-420-0200 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 121 FT (S) FOR POB TH CONT NE 137FT TH S02E 150FT (S) TO RD R/W TH NW'LY ALG CURVE TO RT 220FT (S) TH NE'LY 31.6FT TO POB

09-31-15-00000-420-0100 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 260 FT (S) FOR POB TH CONT NE 196.56FT TO RD R/W TH SW'LY 242FT (S) TH N02DW 150FT (S) TO POB

09-31-15-00000-130-1000 (LORO INC LEASE) DESC AS BEG AT S LINE OF GOVT LOT 1 & SW COR OF TR A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 1.54FT TH S41DW 31.6FT TO N R/W OF GULF BLVD TH N52DW 71FT(S) TH N22DE 52FT(S) TH S48DE 81.67FT TH S 20.3FT TO POB

09-31-15-00000-130-0900 (TRIANGLE LAND CO LEASE) DESC AS FROM NW COR OF TR A OF MADEIRA BEACH COMMERCIAL CENTER RUN S88DW 40FT FOR POB TH CONT S88DW 84.1FT TH SW'LY 36.32FT TO N R/W OF GULF BLVD TH S48DE 90.6FT) TH N22DE 100FT (S) TO POB

09-31-15-00000-130-1600 (VIKING MARINE INC LEASE) BEG NE COR OF TRACT B, MADEIRA BEACH COMMERCIAL CENTER TH W 280.6FT TH N 8.85FT TH E'LY & NE'LY 531 FT(S) TH S44DW 140FT TH S46DE 17FT(S) TH S44DW 60 FT TH N46DW 28FT TH W 69.62FT TH N 25FT TO POB

09-31-15-00000-130-1200 PT OF GOVT LOT 1 & PT OF TRACT A OF MADEIRA BEACH COMMERCIAL CENTER (CAVIN DINER LEASE 1396/293) DESC AS BEG AT INTERSEC OF S LN OF GOVT LOT 1 & N LN OF 150TH AVE TH W 49FT(S) TH N 120FT TO S R/W OF MADEIRA WAY TH E 112.6FT TH SE'LY ALG CUR TO RT 53.89FT TH S46DE 5FT TH SW'LY 100.07FT TO POB

09-31-15-54180-000-0010 MADEIRA BEACH COMMERCIAL CENTER (WM B HARVARD LEASE 1451/614) W 135FT OF E 149.99FT OF TRACT A

09-31-15-54180-000-0020 MADEIRA BEACH COMMERCIAL CENTER (A & B MARINE INC LEASE) E 192FT OF TRACT B

09-31-15-54180-000-0013 MADEIRA BEACH COMMERCIAL CENTER (SERVICE HARDWARE CO LEASE) W 75.01FT OF TRACT A

09-31-15-130-1100 (MITCHELL LEASE) DESC AS BEG NW COR OF TRACT A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 40FT TH S21DW 47.87FT TH S48DE 81.61FT TH N 99.70FT TO POB

09-31-15-00000-140-0400 PART OF SE 1/4 OF SEC DESC FR SE COR TR B MADEIRA BCH COMMERCIAL CTR RUN E 76.46 FT TH N63DE 21.34FT TH ALG W'LY LN OF 150TH AVE NE'LY 914FT(S) FOR POB TH N46DW 132FT(S) TH N40DE 94FT(S) TH S46DE 136.86FT TH S40DW 94FT(S) TO POB

09-31-15-00000-130-1500 (STANDARD OIL LEASE) DESC AS BEG SE COR OF TR B MADEIRA BEACH COMMERCIAL CENTER TH E N88DE 76.4FT TH N63DE 21.34FT TH N44DE 94.5FT TH N46DW 138FT(S) TH S88DW 69.62FT TH S 175 FT TO POB

09-31-15-00000-130-1700 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 381.34FT FOR POB TH N44DE 60FT TH N46DW 110FT TH S44DW 60FT TH S46DE 1FT TO POB

09-31-15-00000-130-1800 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 441.34FT FOR POB TH N44DE 40FT TH N46DW 127FT (S) TH S44DW 40FT TH S46DE 127FT(S) TO POB

09-31-15-00000-130-1900 (O'DONALD HOLLAND LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 481.34FT FOR POB TH NE'LY ALG R/W 100FT TH N46DW 135FT(S) TH S44DW 100FT TH S46DE 127FT(S) TO POB



09-31-15-00000-140-1000 (M. A. ADAMS LEASE) DESC FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 581.34FT FOR POB TH N44DE 250FT TH N46DW 140FT TH SW'LY 275FT ALG SEAWALL TH S46DE 152FT(S) TO POB

09-31-15-00000-140-0900 FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 441.34FT FOR POB TH N44DE 40FT TH N46DW 127FT (S) TH S44DW 40FT TH S46DE 127FT(S) TO POB

09-31-15-00000-140-0700 (ALVIN C. TAYLOR LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.96FT TH N44DE 875.24FT FOR POB TH N44DE 96.1FT TH N46DW 140 FT(S) TH S44DW 96FT TH S46DE 100FT(S) TO POB

09-31-15-00000-140-0600 (DR KIRK LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N88DW 55.93FT TH N44DE 971.34FT FOR POB TH N46DW 140FT(S) TH NE'LY 110.74FT TH S46DE 121FT(S) TH S44DW 100FT(S) TH S46DE 3FT TH S44DW 10FT(S) TO POB

09-31-15-00000-140-0500 (PENINSULAR CABLE LEASE) FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N44DE 1082.01FT TH N46DW 58FT FOR POB TH N46DW 132 FT(S) TH N44DE 115FT(S) TH S46DE 132FT(S) TH S44DW 115FT(S) TO POB

FLOOD STATEMENT:

THIS PROPERTY LIES IN FLOOD ZONE AE (EL 11), 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 ZONING CHANGE AND CONSIDERATION OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND MADEIRA BEACH DEVELOPMENT CO., L.L.P.

NOTICE IS HEREBY GIVEN that the **LOCAL PLANNING AGENCY (THE PLANNING COMMISSION)** of the City of Madeira Beach will hold a **PUBLIC HEARING** of the Local Planning Agency to consider the **Development Agreement between the City of Madeira Beach and Madeira Beach Development Co., L.L.C.** and **Ordinance 2016-01**, in Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Thursday, April 28, 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 and proposes to adopt **Ordinance 2016-01**, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday May 10, 2016 at 6:00 p.m.**

Upon the passage of Ordinance 2016-01, NOTICE IS HEREBY GIVEN, the **Board of Commissioners of the City of Madeira Beach** will consider approval of the **Development Agreement between the City of Madeira Beach and Madeira Beach Development Co., L.L.C.** and will conduct the second and final reading and proposes to adopt **Ordinance 2016-01**, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, June 14th, 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 **Madiera Beach Development Co., L.L.C.**, for the property located at 15026 Madeira Way, 0 Gulf Blvd, 0 150th Avenue, 15023 Gulf Blvd, 15031 Gulf Blvd, 0 Madeira Way, 15000 Madeira Way, 15006 Madeira Way, 15015 Madeira Way, 15040 Madeira Way, 15042 Madeira Way, 0 150th Avenue, 200 150th Avenue, 206 150th Avenue, 210 150th Avenue, 212 150th Avenue, 352 150th Avenue, 388 150th Avenue, 390 150th Avenue, 410 150th Avenue and 420 150th Avenue, Madeira Beach, Florida 33708.

ORDINANCE 2016-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150TH AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150TH AVENUE, 200 150TH AVENUE, 206 150TH AVENUE, 210 150TH AVENUE, 212 150TH AVENUE, 352 150TH AVENUE, 388 150TH AVENUE, 390 150TH AVENUE, 410 150TH AVENUE, 420 150TH AVENUE, FROM RETAIL COMMERCIAL (C-3) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

DESCRIPTION:

Parcel 09-31-15-54180-000-0012 MADEIRA BEACH COMMERCIAL CENTER W 75FT OF E 224.99FT OF TRACT 'A'

09-31-15-00000-420-0200 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 121 FT (S) FOR POB TH CONT NE 137FT TH S02E 150FT (S) TO RD R/W TH NW'LY ALG CURVE TO RT 220FT (S) TH NE'LY 31.6FT TO POB

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09-31-15-00000-130-1000 (LORO INC LEASE) DESC AS BEG AT S LINE OF GOVT LOT 1 & SW COR OF TR A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 1.54FT TH S41DW 31.6FT TO N R/W OF GULF BLVD TH N52DW 71FT(S) TH N22DE 52FT(S) TH S48DE 81.67FT TH S 20.3FT TO POB

09-31-15-00000-130-0900 (TRIANGLE LAND CO LEASE) DESC AS FROM NW COR OF TR A OF MADEIRA BEACH COMMERCIAL CENTER RUN S88DW 40FT FOR POB TH CONT S88DW 84.1FT TH SW'LY 36.32FT TO N R/W OF GULF BLVD TH S48DE 90.6FT) TH N22DE 100FT (S) TO POB

09-31-15-00000-130-1600 (VIKING MARINE INC LEASE) BEG NE COR OF TRACT B, MADEIRA BEACH COMMERCIAL CENTER TH W 280.6FT TH N 8.85FT TH E'LY & NE'LY 531 FT(S) TH S44DW 140FT TH S46DE 17FT(S) TH S44DW 60 FT TH N46DW 28FT TH W 69.62FT TH N 25FT TO POB

09-31-15-00000-130-1200 PT OF GOVT LOT 1 & PT OF TRACT A OF MADEIRA BEACH COMMERCIAL CENTER (CAVIN DINER LEASE 1396/293) DESC AS BEG AT INTERSEC OF S LN OF GOVT LOT 1 & N LN OF 150TH AVE TH W 49FT(S) TH N 120FT TO S R/W OF MADEIRA WAY TH E 112.6FT TH SE'LY ALG CUR TO RT 53.69FT TH S46DE 5FT TH SW'LY 100.07FT TO POB

09-31-15-54180-000-0010 MADEIRA BEACH COMMERCIAL CENTER (WM B HARVARD LEASE 1451/614) W 135FT OF E 149.99FT OF TRACT A

09-31-15-54180-000-0020 MADEIRA BEACH COMMERCIAL CENTER (A & B MARINE INC LEASE) E 192FT OF TRACT B

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09-31-15-130-1100 (MITCHELL LEASE) DESC AS BEG NW COR OF TRACT A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 40FT TH S21DW 47.87FT TH S48DE 81.61FT TH N 99.70FT TO POB

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09-31-15-00000-130-1700 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 381.34FT FOR POB TH N44DE 60FT TH N46DW 110FT TH S44DW 60FT TH S46DE 1FT TO POB

09-31-15-00000-130-1800 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 441.34FT FOR POB TH N44DE 40FT TH N46DW 127FT (S) TH S44DW 40FT TH S46DE 127FT(S) TO POB

09-31-15-00000-130-1900 (O'DONALD HOLLAND LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 481.34FT FOR POB TH NE'LY ALG R/W 100FT TH N46DW 135FT(S) TH S44DW 100FT TH S46DE 127FT(S) TO POB

09-31-15-00000-140-1000 (M. A. ADAMS LEASE) DESC FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 581.34FT FOR POB TH N44DE 250FT TH N46DW 140FT TH SW'LY 275FT ALG SEAWALL TH S46DE 152FT(S) TO POB

09-31-15-00000-140-0900 FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55FT(S) TH N44DE 831.34FT FOR POB TH N44DE 44FT(S) TH N46DW 140FT TH S44DW 44FT(S) TH S46DE 140 FT TO POB



09-31-15-00000-140-0700 (ALVIN C. TAYLOR LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.96FT TH N44DE 875.24FT FOR POB TH N44DE 96.1FT TH N46DW 140 FT(S) TH S44DW 96FT TH S46DE 140FT(S) TO POB

09-31-15-00000-140-0600 (DR KIRK LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N88DW 55.93FT TH N44DE 971.34FT FOR POB TH N46DW 140FT(S) TH NE'LY 110.74FT TH S46DE 121FT(S) TH S44DW 100FT(S) TH S46DE 3FT TH S44DW 10FT(S) TO POB

09-31-15-00000-140-0500 (PENINSULAR CABLE LEASE) FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N44DE 1082.01FT TH N46DW 58FT FOR POB TH N46DW 132 FT(S) TH N44DE 115FT(S) TH S46DE 132FT(S) TH S44DW 115FT(S) TO POB

FLOOD STATEMENT:

THIS PROPERTY LIES IN FLOOD ZONE AE (EL 11), 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

Cheryl McGrady, Executive Assistant to the City Manager
City of Madeira Beach

NOTICE OF ZONING CHANGE AND CONSIDERATION OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND MADEIRA BEACH DEVELOPMENT CO., L.L.C. CITY OF MADEIRA BEACH, FLORIDA BOARD OF COMMISSIONERS

NOTICE IS HEREBY GIVEN, the Board of Commissioners of the City of Madeira Beach will conduct a public hearing for the second and final reading of, and proposes to adopt **Ordinance 2016-01**; and will conduct a public hearing to consider the **Development Agreement between the City of Madeira Beach and Madeira Beach Development Co., L.L.C.**, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, June 14, 2016 at 6:00 p.m.** Notice of such hearings will be provided as prescribed by Florida Statutory requirements and the Madeira Beach Code of Ordinances.

ORDINANCE 2016-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150th AVENUE, 200 150th AVENUE, 206 150th AVENUE, 210 150th AVENUE, 212 150th AVENUE, 352 150th AVENUE, 388 150th AVENUE, 390 150th AVENUE, 410 150th AVENUE, 420 150th AVENUE, AVENUE FROM RETAIL COMMERCIAL (C-3) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

The proposed **DEVELOPMENT AGREEMENT** between the **City of Madeira Beach and Madeira Beach Development Co., L.L.C.**, for property located at 15026 Madeira Way, 0 Gulf Blvd, 0 150th Avenue, 15023 Gulf Blvd, 15031 Gulf Blvd, 0 Madeira Way, 15000 Madeira Way, 15006 Madeira Way, 15015 Madeira Way, 15040 Madeira Way, 15042 Madeira Way, 0 150th Avenue, 200 150th Avenue, 206 150th Avenue, 210 150th Avenue, 212 150th Avenue, 352 150th Avenue, 388 150th Avenue, 390 150th Avenue, 410 150th Avenue and 420 150th Avenue, Madeira Beach, Florida 33708, provides for the following:

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Parcel 6	Totals
Land Use	Condo A	Common Area	Marina	Condo B	Hotel A	Hotel B	
Land Area	43,416 s.f.	21,929 s.f.	38,298 s.f.	45,017 s.f.	50,514 s.f.	92,511 s.f.	291,685 s.f.
Acreage	0.997 ac.	0.503 ac.	0.879 ac.	1.033 ac.	1.160 ac.	2.124 ac.	6.696 ac.
Hotel - Density Allowed							125 rooms/ac.
Hotel - Rooms Allowed							837 rooms
Hotel - Density Proposed							64.2 rooms/ac.
Hotel - Rooms Proposed					180 rooms	250 rooms	430 rooms
Condos - Density Allowed							15 units/ac.
Condos - Units Allowed							100 units
Condos - Density Proposed							13.4 units/ac.
Condos - Units Proposed	45 units			45 units			90 units
Retail Space			4,000 s.f.		3,000 s.f.	28,000 s.f.	35,000 s.f.
Restaurant Space			1,000 s.f.		2,000 s.f.	12,000 s.f.	15,000 s.f.
Gross Building Area - Allowed							1,166,740 s.f.
Gross Building Area - Proposed	150,000 s.f.		5,000 s.f.	150,000 s.f.	200,000 s.f.	370,000 s.f.	875,000 s.f.
F.A.R. - Allowed							4.00
F.A.R. - Proposed							3.00
Boat Slips - Allowed							43 slips
Boat Slips - Proposed			43 slips				43 slips
Parking - Minimum Required	90 spaces		36 spaces	90 spaces	201 spaces	392 spaces	809 spaces
Parking - Proposed	95 spaces		39 spaces	95 spaces	210 spaces	400 spaces	839 spaces

Parking Ratios - Residential: 2 spaces per unit / Hotel: 1 space per room / Retail: 2 spaces per 3,000 s.f. / Restaurant: 1 space per 4 seats (120 s.f.) / Marina: 1 space per 2 slips

The Board of Commissioners, in approving a Development Agreement, is authorized, without limitation, to grant relief from any provision of the Land Development Regulations that is otherwise authorized to be waived, varied or granted by the Land Development Regulations.

The properties that are subject to the Rezoning and Development Agreement are:

Parcel 09-31-15-54180-000-0012 MADEIRA BEACH COMMERCIAL CENTER W 75FT OF E 224.99FT OF TRACT 'A'

09-31-15-00000-420-0200 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 121 FT (S) FOR POB TH CONT NE 137FT TH S02E 150FT (S) TO RD R/W TH NW'LY ALG CURVE TO RT 220FT (S) TH NE'LY 31.6FT TO POB

09-31-15-00000-420-0100 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 260 FT (S) FOR POB TH CONT NE 196.56FT TO RD R/W TH SW'LY 242FT (S) TH N02DW 150FT (S) TO POB

09-31-15-00000-130-1000 (LORO INC LEASE) DESC AS BEG AT S LINE OF GOVT LOT 1 & SW COR OF TR A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 1.54FT TH S41DW 31.6FT TO N R/W OF GULF BLVD TH N52DW 71FT(S) TH N22DE 52FT(S) TH S48DE 81.67FT TH S 20.3FT TO POB

09-31-15-00000-130-0900 (TRIANGLE LAND CO LEASE) DESC AS FROM NW COR OF TR A OF MADEIRA BEACH COMMERCIAL CENTER RUN S88DW 40FT FOR POB TH CONT S88DW 84.1FT TH SW'LY 36.32FT TO N R/W OF GULF BLVD TH S48DE 90.6FT) TH N22DE 100FT (S) TO POB

09-31-15-00000-130-1600 (VIKING MARINE INC LEASE) BEG NE COR OF TRACT B, MADEIRA BEACH COMMERCIAL CENTER TH W 280.6FT TH N 8.85FT TH E'LY & NE'LY 531 FT(S) TH S44DW 140FT TH S46DE 17FT(S) TH S44DW 60 FT TH N46DW 28FT TH W 69.62FT TH N 25FT TO POB

09-31-15-00000-130-1200 PT OF GOVT LOT 1 & PT OF TRACT A OF MADEIRA BEACH COMMERCIAL CENTER (CAVIN DINER LEASE 1396/293) DESC AS BEG AT INTERSEC OF S LN OF GOVT LOT 1 & N LN OF 150TH AVE TH W 49FT(S) TH N 120FT TO S R/W OF MADEIRA WAY TH E 112.6FT TH SE'LY ALG CUR TO RT 53.69FT TH S46DE 5FT TH SW'LY 100.07FT TO POB

09-31-15-54180-000-0010 MADEIRA BEACH COMMERCIAL CENTER (WM B HARVARD LEASE 1451/614) W 135FT OF E 149.99FT OF TRACT A

09-31-15-54180-000-0020 MADEIRA BEACH COMMERCIAL CENTER (A & B MARINE INC LEASE) E 192FT OF TRACT B

09-31-15-54180-000-0013 MADEIRA BEACH COMMERCIAL CENTER (SERVICE HARDWARE CO LEASE) W 75.01FT OF TRACT A

09-31-15-130-1100 (MITCHELL LEASE) DESC AS BEG NW COR OF TRACT A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 40FT TH S21DW 47.87FT TH S48DE 81.61FT TH N 99.70FT TO POB

09-31-15-00000-140-0400 PART OF SE 1/4 OF SEC DESC FR SE COR TR B MADEIRA BCH COMMERCIAL CTR RUN E 76.46 FT TH N63DE 21.34FT TH ALG W'LY LN OF 150TH AVE NE'LY 914FT(S) FOR POB TH N46DW 132FT(S) TH N40DE 94FT(S) TH S46DE 136.86FT TH S40DW 94FT(S) TO POB

09-31-15-00000-130-1500 (STANDARD OIL LEASE) DESC AS BEG SE COR OF TR B MADEIRA BEACH COMMERCIAL CENTER TH E N88DE 76.4FT TH N63DE 21.34FT TH N44DE 94.5FT TH N46DW 138FT(S) TH S88DW 69.62FT TH S 175 FT TO POB

09-31-15-00000-130-1700 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 381.34FT FOR POB TH N44DE 60FT TH N46DW 110FT TH S44DW 60FT TH S46DE 1FT TO POB

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Copies of the proposed Rezoning Ordinance 2016-01 and the Development Agreement 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 Board of Commissioners will be encouraged to be as concise as possible and the 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 Board of Commissioners with respect to any matter considered at this hearing 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.

Cheryl McGrady, Executive Assistant to the City Manager
City of Madeira Beach



CITY OF MANATEE BEACH, FLORIDA
 12000 1st Street, Manatee Beach, Florida 33880
 (813) 938-1200

Public Hearing Notice
 The City of Manatee Beach, Florida, is holding a public hearing on the proposed Ordinance 2015-01, which amends the Comprehensive Zoning Ordinance to allow for the use of accessory dwelling units (ADUs) in residential zones.

Meeting Information:
 Date: August 11, 2015
 Time: 7:00 PM
 Location: City Council Chamber, 12000 1st Street, Manatee Beach, FL 33880

Agenda:
 1. Approval of the agenda.
 2. Presentation by the Planning Commission regarding Ordinance 2015-01.
 3. Public hearing on Ordinance 2015-01.
 4. City Council discussion and vote on Ordinance 2015-01.

NOTICE OF MEETING
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AGENDA

Item	Description	Time
1	Approval of the agenda	7:00 PM - 7:15 PM
2	Presentation by the Planning Commission regarding Ordinance 2015-01	7:15 PM - 7:45 PM
3	Public hearing on Ordinance 2015-01	7:45 PM - 8:15 PM
4	City Council discussion and vote on Ordinance 2015-01	8:15 PM - 9:00 PM

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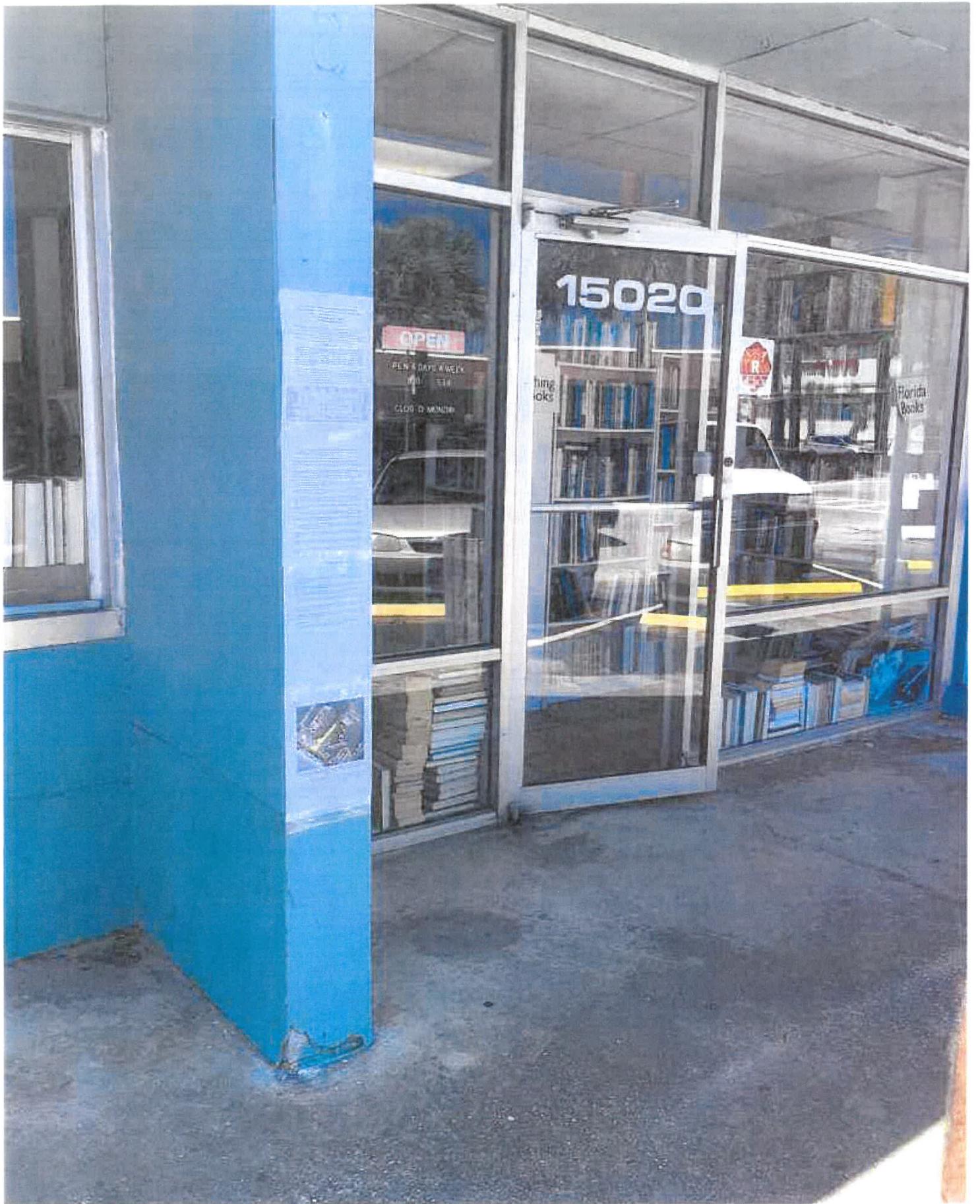
Nail & Spa
398-1281



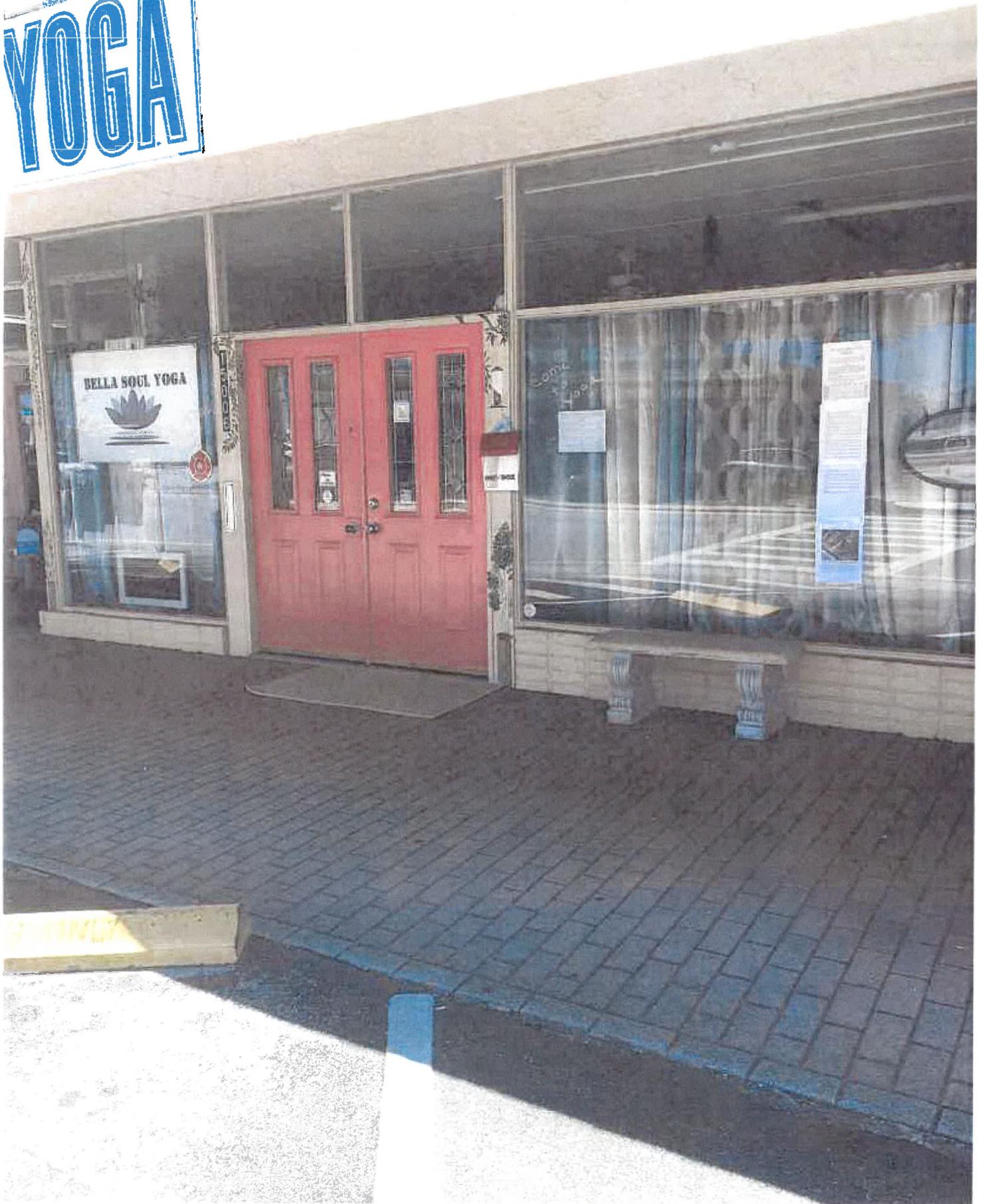
OPEN

Waxing Facials
Manicure Pedicure
Walk-Ins Welcome



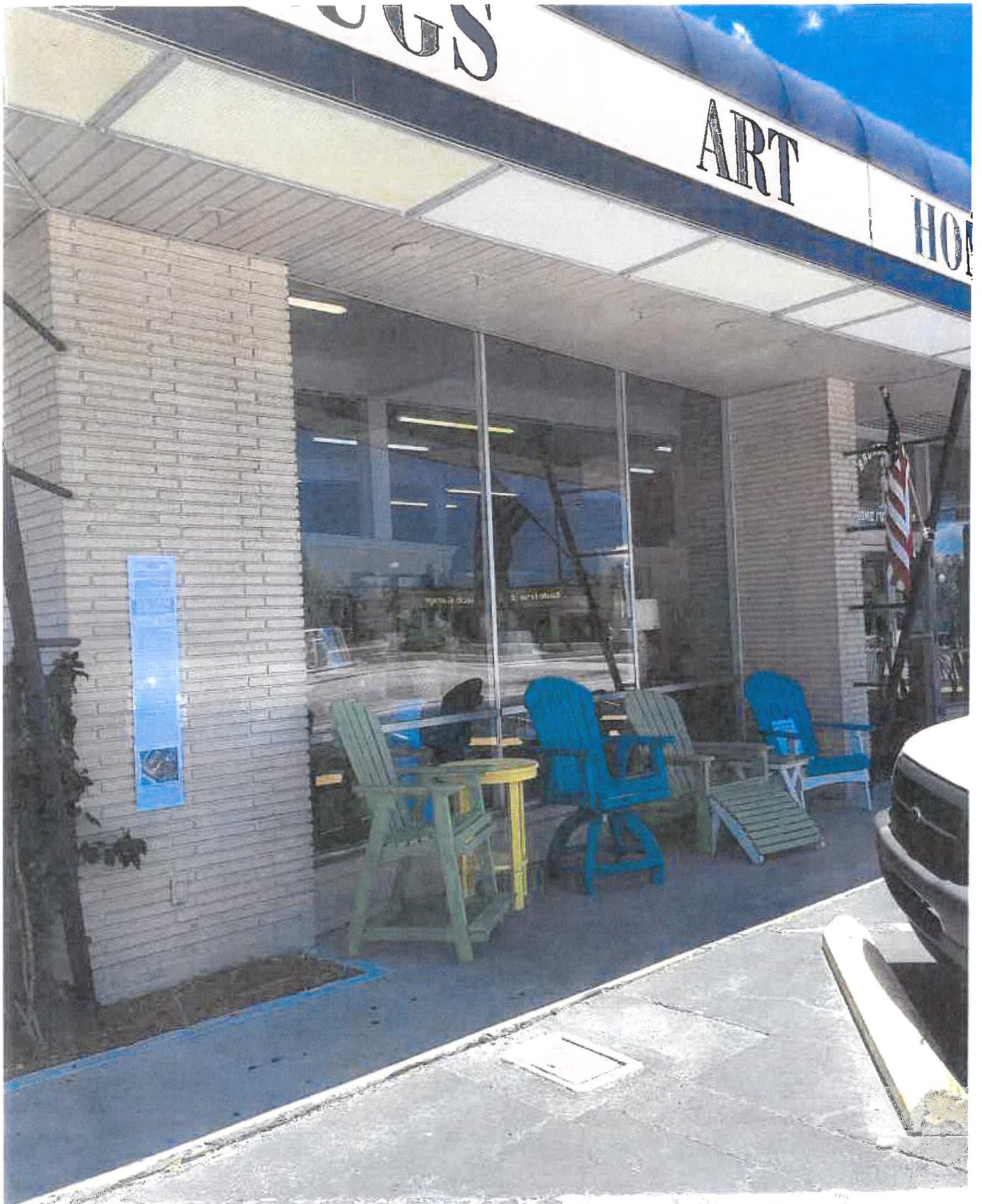


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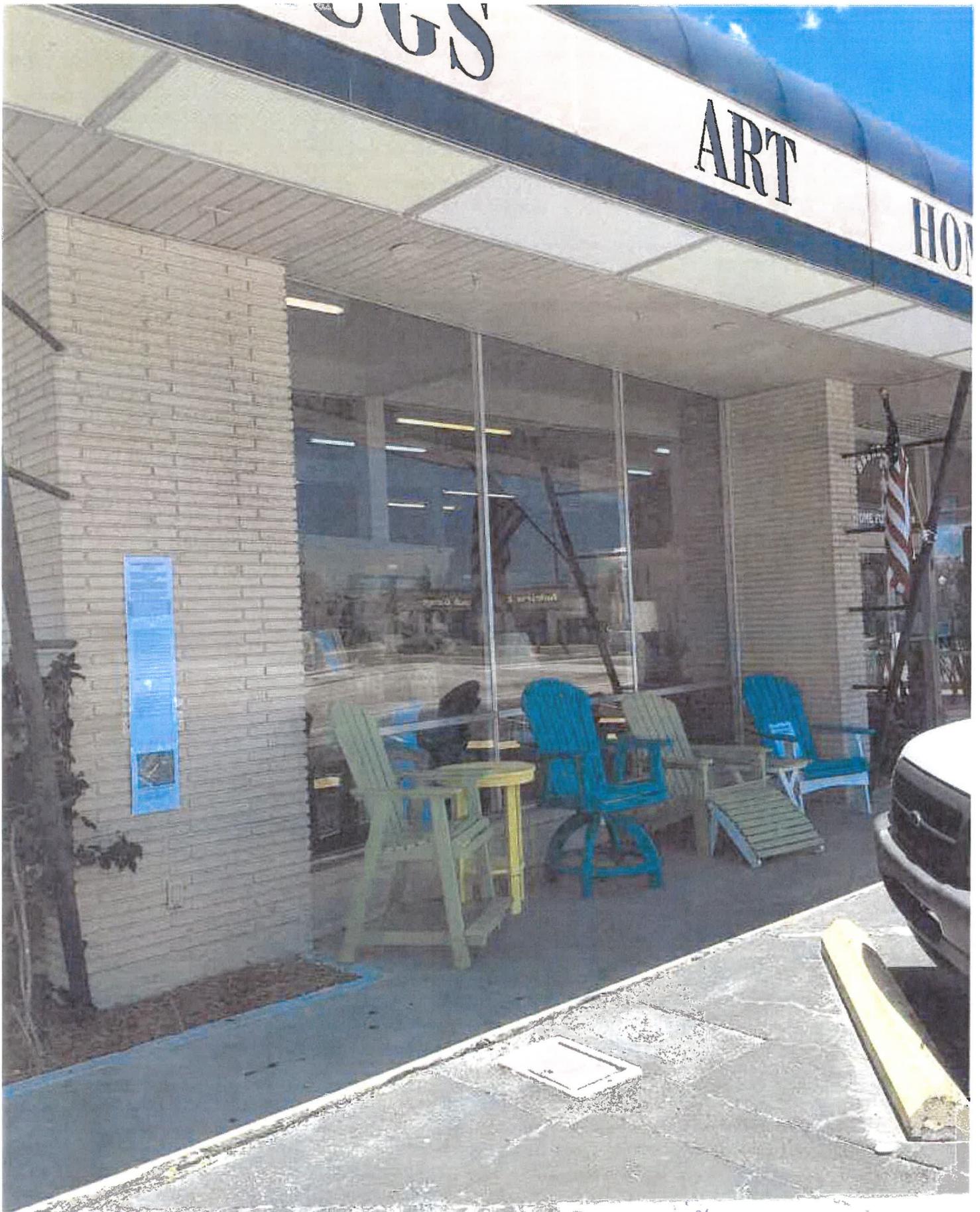


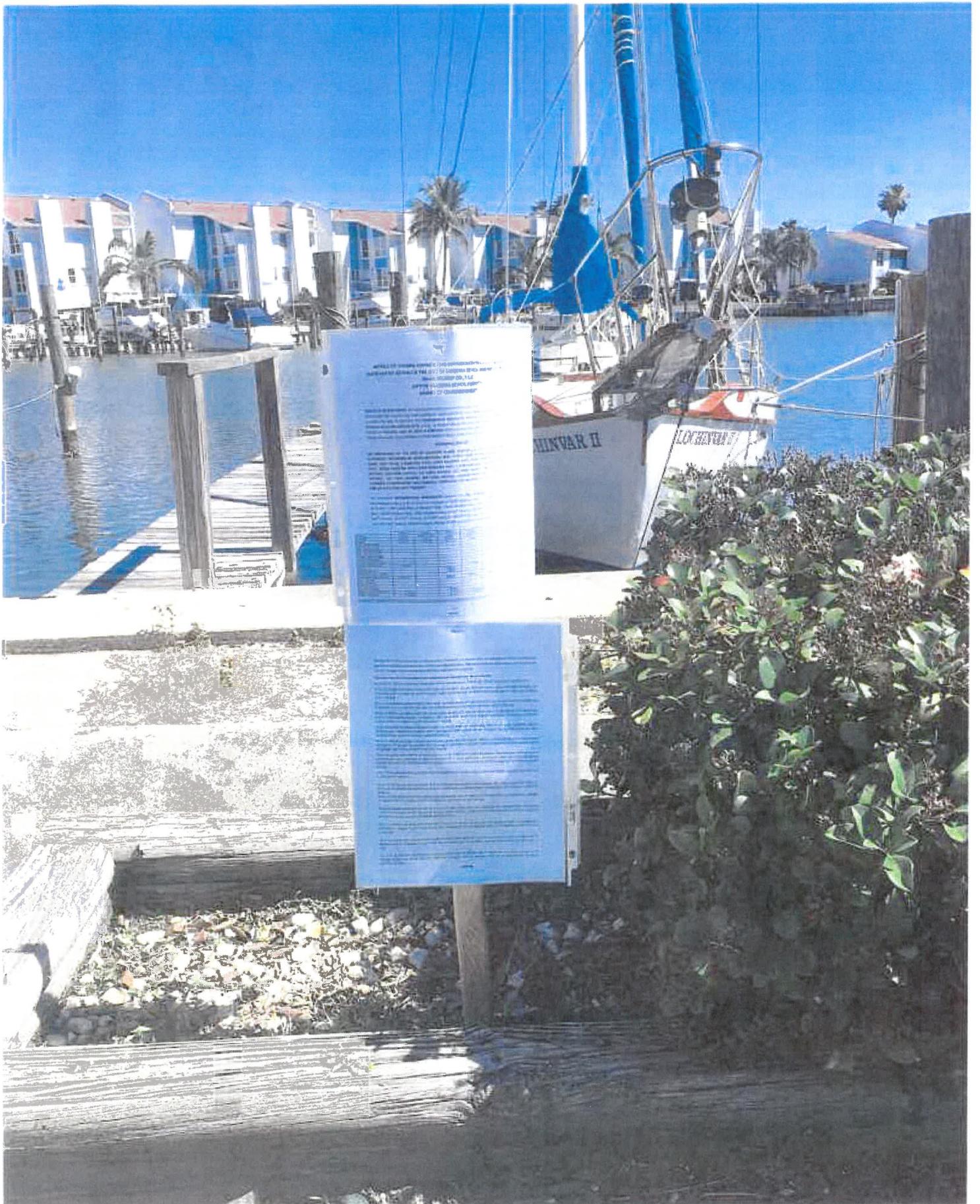
















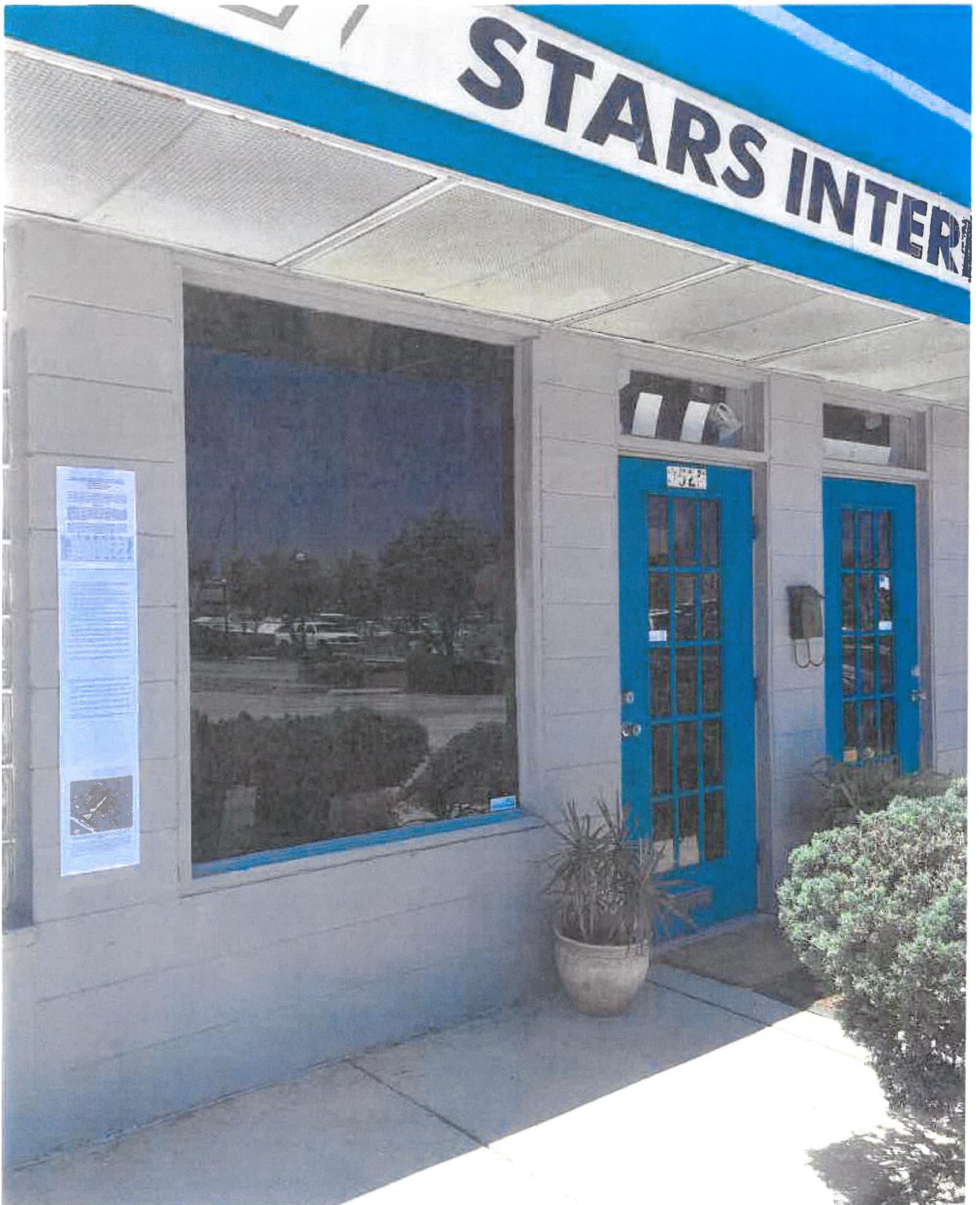


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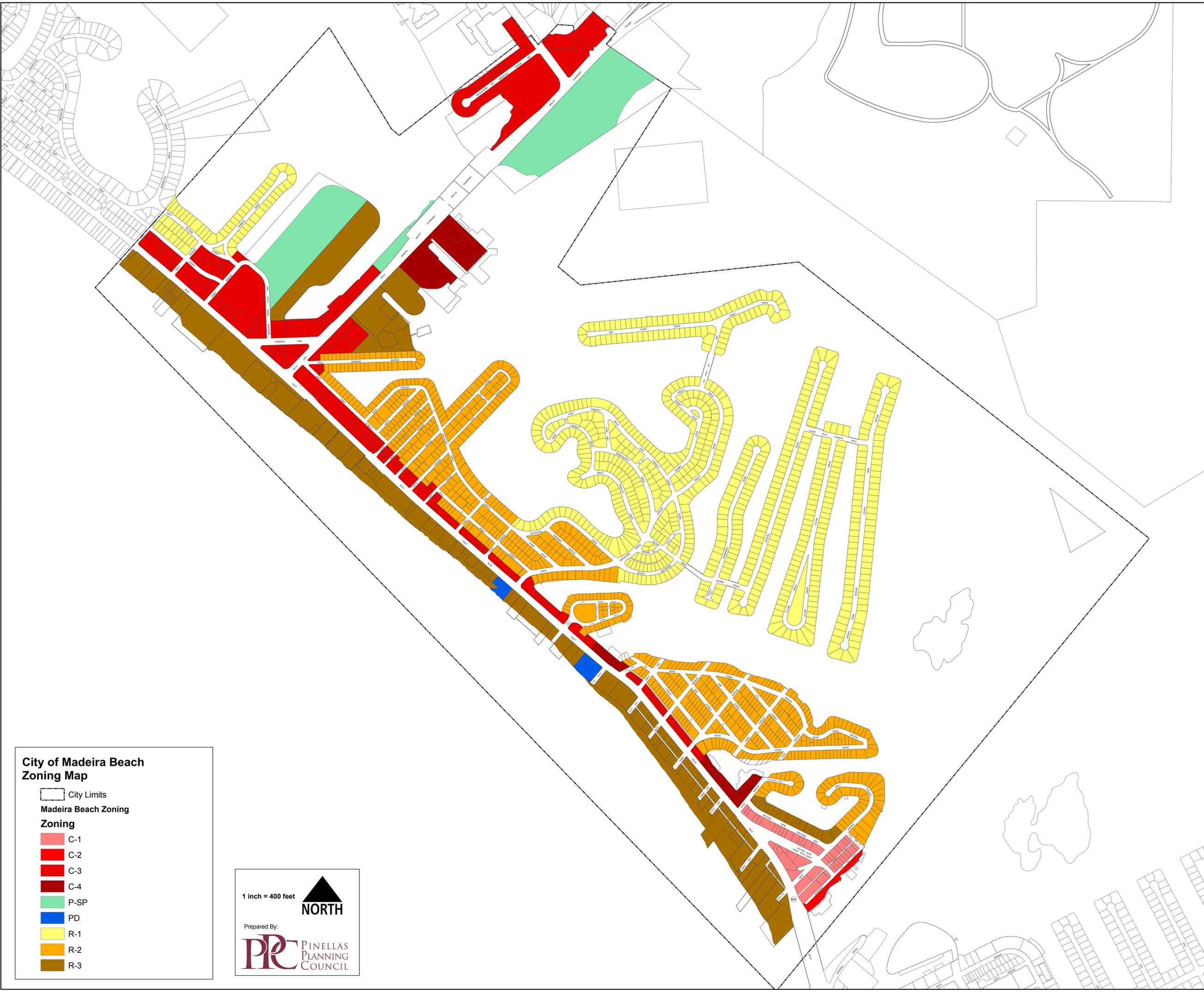












**City of Madeira Beach
Zoning Map**

City Limits

Madiera Beach Zoning

Zoning

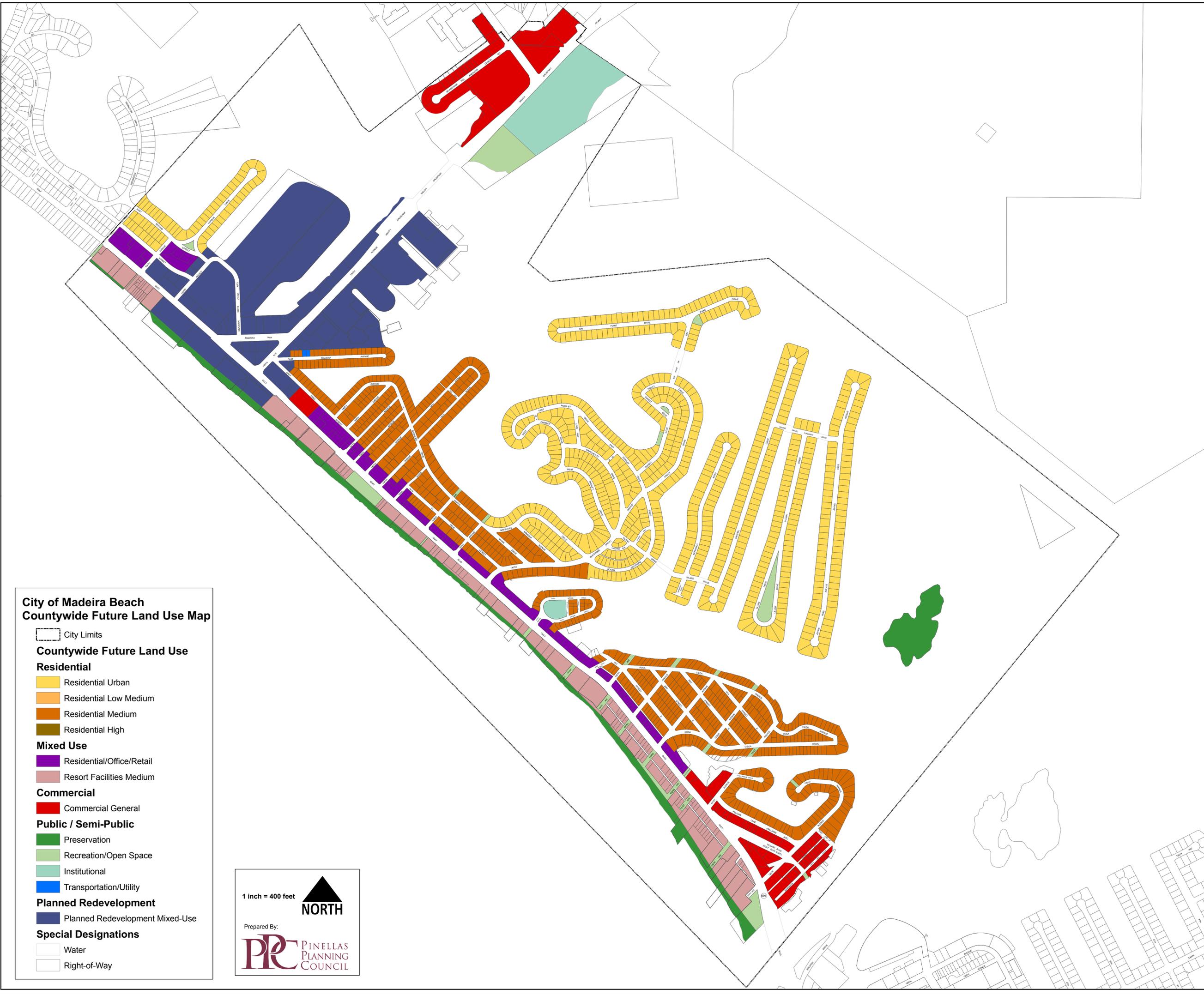
- C-1
- C-2
- C-3
- C-4
- P-SP
- PD
- R-1
- R-2
- R-3

1 inch = 400 feet



Prepared By:





**City of Madeira Beach
Countywide Future Land Use Map**

City Limits

Countywide Future Land Use

Residential

- Residential Urban
- Residential Low Medium
- Residential Medium
- Residential High

Mixed Use

- Residential/Office/Retail
- Resort Facilities Medium

Commercial

- Commercial General

Public / Semi-Public

- Preservation
- Recreation/Open Space
- Institutional
- Transportation/Utility

Planned Redevelopment

- Planned Redevelopment Mixed-Use

Special Designations

- Water
- Right-of-Way

1 inch = 400 feet



Prepared By:



DIVISION 7. - C-3, RETAIL COMMERCIAL

Sec. 110-316. - Definition; purpose and intent.

The C-3, retail commercial district provides service to both permanent and transient residents where a full range of urban services and a high degree of accessibility is required. The C-3, retail commercial district correlates with the commercial general (CG) category and the ROR residential office retail category of the Countywide Plan.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08)

Cross reference— Definitions generally, § 1-2.

Sec. 110-317. - Permitted uses.

The permitted uses in the C-3, retail commercial district are as follows:

- (1) Retail and personal service uses.
- (2) Business office and financial service uses.
- (3) Multifamily dwellings.
- (4) Tourist dwelling units.
- (5) Restaurants.
- (6) Adult entertainment establishments (article VI, division 13 of this chapter).

(Code 1983, § 20-404)

Sec. 110-318. - Accessory uses.

The accessory uses in the C-3, retail commercial district are as follows:

- (1) Off-street parking and loading/unloading.
- (2) Nonresidential signs.
- (3) Essential services.
- (4) Other accessory uses customarily permitted.
- (5) Boat slips associated with a permitted business use, not for rental or commercial marine activities.

(Code 1983, § 20-404)

Sec. 110-319. - Special exception uses. Modified

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-3, retail commercial district:

- (1) Service stations.

- (2) Commercial recreation and entertainment facilities provided that such facilities shall not be permissible when the underlying future land use category is R/O/R.
- (3) Churches, synagogues or other houses of worship.
- (4) Public service facilities.
- (5) Drive-in or drive-through retail personal service, business and financial services.
- (6) Private fraternal, social and recreational clubs.
- (7) 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.
- (8) Single-family or duplex.
- (9) Private schools.
- (10) Exhibition of reptiles by permit.
- (11) Medical marijuana dispensaries.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2015-03, § 1, 2-24-15)

Sec. 110-320. - Minimum building site area requirements.

The minimum building site area requirements in the C-3, retail commercial district are as follows:

- (1) Lot size:
 - a. For all uses except multifamily/tourist dwelling units: 4,000 square feet.
 - b. Duplex and triplex units: 3,000 square feet per dwelling unit.
 - c. Multi-family dwelling units and above: 2,420 square feet per dwelling unit.
 - d. 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 multifamily/tourist dwelling units: 40 feet.
 - b. Multifamily/tourist dwelling units: 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 per acre. A combination of both residential dwelling units and temporary lodging units may be permissible provided that the provisions of subsections 110-326(e) and (g) are met.
- (5) Within the ROR land use category, the density shall be a maximum of 18 dwelling units or 45 temporary lodging units per acre. A combination of both residential dwelling units and temporary lodging units may be permissible provided that the provisions of subsections 110-326(e) and (g) are met.

(Code 1983, § 20-404; Ord. No. 1043, § 2, 6-14-05; Ord. No. 1138, § 7, 12-9-08)

Sec. 110-321. - Setback requirements.

The following minimum setbacks shall apply in the C-3, retail commercial district:

- (1) Front yard: 25 feet, measured from right-of-way to structure.
- (2) Rear yard: ten feet, except waterfront lots which will have a rear setback of 18 feet.
- (3) Side yard:
 - a. All permitted uses except multifamily/tourist dwelling units will have a side setback of ten feet.
 - b. Multifamily/tourist dwelling units:
 - 1. For proposed uses located on properties between 60 and 80 feet in width, the minimum side yard setback shall be ten feet.
 - 2. For lots greater than 80 feet in width, the minimum side yard setback is as follows:
 - 3. 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. 110-322. - Maximum building height.

- (a) No structure in the C-3, retail commercial district shall exceed 30 feet in height or two stories, whichever is more restrictive, unless otherwise provided in the land development regulations.
- (b) Multifamily/tourist dwelling units in the C-3, retail commercial district shall not exceed 40 feet in height or three stories, whichever is more restrictive.

(Code 1983, § 20-404)

Sec. 110-323. - Maximum lot coverage.

The maximum lot coverage in the C-3, retail commercial district is as follows:

- (1) Residential use: Floor area ratio (FAR) 0.80. The maximum area of a lot or parcel to be covered by structures shall be 40 percent.
- (2) Temporary lodging units: Floor area ratio (FAR) as set forth in the following table, provided that the requirements of subsections 110-326(e) and (g) are met:

Land Use Category:	FAR:
Commercial general	1.2
Residential/office/retail	1.0

- (3) Commercial general and public service facilities: Floor area ratio (FAR) 0.55;
Residential/office/retail: Floor area ratio (FAR) 0.40.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08)

Sec. 110-324. - Impervious surface ratio (ISR).

- (a) The impervious surface ratio (ISR) in the C-3, retail commercial district for all uses, other than temporary lodging units, is 0.70.
- (b) The impervious surface ratio (ISR) for temporary lodging units is 0.85.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08)

Sec. 110-325. - Buffering requirements.

- (a) Parking lots/garages for tourist dwellings and nonresidential uses in the C-3, retail 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-3, retail commercial district shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.
- (c) All development within the C-3, retail 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. 110-326. - Special requirements.

- (a) In the C-3, retail commercial district residential dwelling units are permitted on the second floor above first-floor commercial or office units within this district.
- (b) No structure in the C-3, retail 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. A minimum of a ten-foot separation between structures or equal to 50 percent of the height of the tallest building on the same parcel, whichever is more restrictive.
- (c) When a proposed use in the C-3, retail commercial district abuts a residential use an additional five-foot setback is required for such yard. This additional setback will be utilized to provide additional landscaped screening.
- (d) The special requirement of subsection (c) of this section shall be exempt when this additional five-foot setback utilized for the purpose of providing additional landscape screening, becomes ineffective due to the installation of a permanent solid masonry or poured concrete wall, with a minimum height of five feet and a maximum height of six feet, along the property line on lots

greater than 80 feet in width. For the purpose of this exception, a permanent solid masonry or poured concrete wall shall mean a wall constructed as to be free of any openings whatsoever which would allow a view through the permanent solid masonry or poured concrete wall of an adjacent, abutting residential property use. This exception is contingent upon strict compliance with the above referenced requirements for the permanent solid masonry or poured concrete wall being maintained at all times. Failure to comply will negate the exception and require full compliance with the special requirements.

- (e) 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.
- (f) 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.
- (g) 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, § 7, 12-9-08)

Secs. 110-327—110-345. - 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, and 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

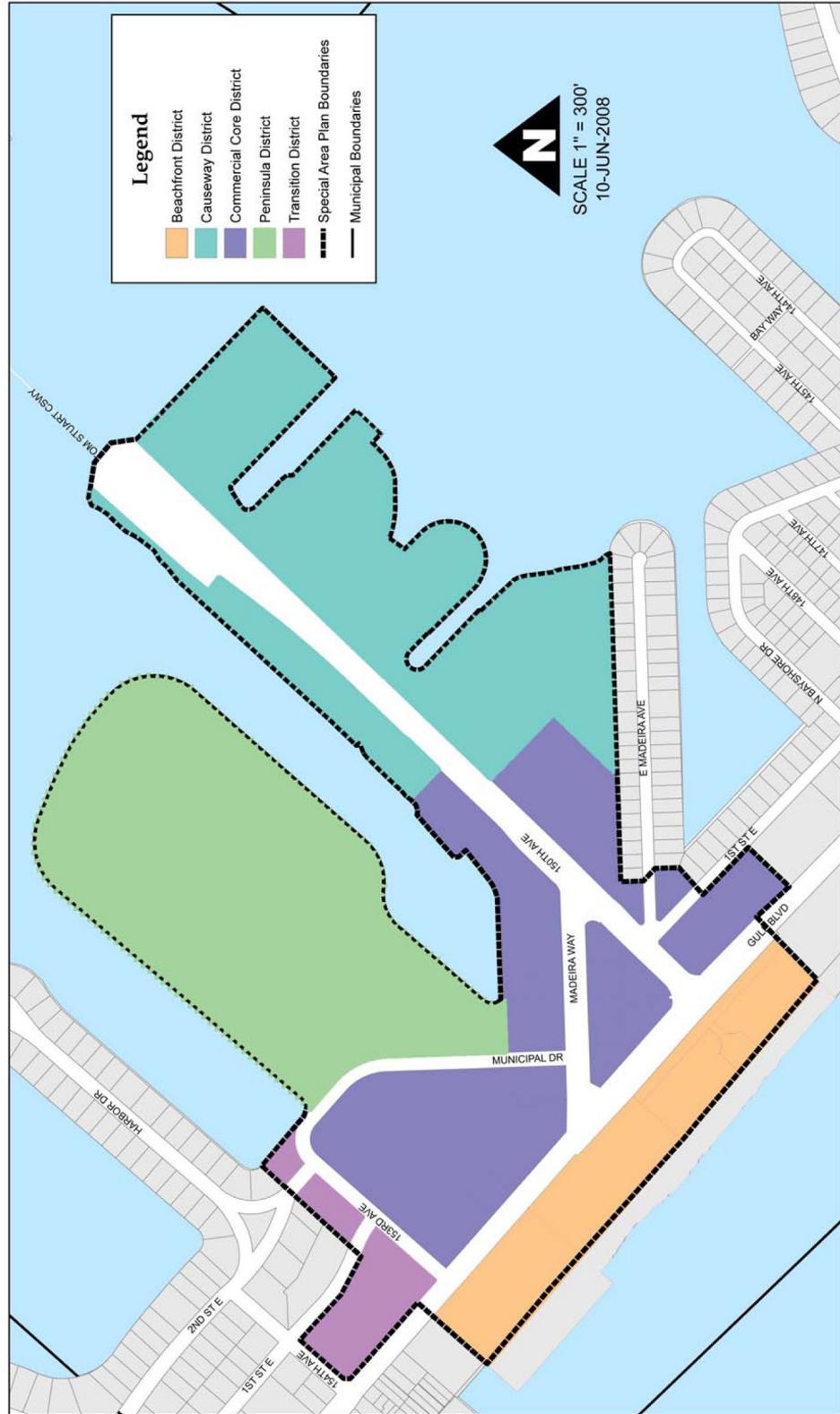
- (3) No further development shall occur on site and no building permit or development order shall be issued thereafter under the terms of the PD district.
- (f) After the commencement date described in subsection (a), no building permit or development order for a new or expanded structure shall be issued 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.

**City of Madeira Beach Special Area Plan
Town Center Character Districts**



Prepared by the Pinellas Planning Council with data provided by the Pinellas County Information Systems Department and the City of Madeira Beach. The data contained herein is offered "as is" with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. None of the information is official source documentation. While considerable effort is made to verify the information, due to its volume and highly dynamic nature, only the official source documents should be used where accuracy, completeness and currency are required.

ensure that all proposed uses and 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.



Madeira Beach Town Center

Madeira Beach Development Company
Mesh Architecture

Madeira Beach, Florida
April 13, 2016



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AERIAL VIEW FROM EAST



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PROJECT DESCRIPTION

The Madeira Beach Town Center project is envisioned to be just that, a new gathering place for the local community. The master plan is organized around two new civic places. Madeira Way has been reconceived and redesigned to be a two block long pedestrian-oriented street lined with shops and cafes. At the intersection of Gulf Boulevard and 150th Avenue is Madeira Plaza, a new half-acre town square designed to host events and activities, large and small throughout the day, week and year. In addition to these two spaces a substantial green space has been provided adjacent to 150th Avenue and a pedestrian/bike trail has been extended from Madeira Way to Causeway Park. Also an elevated crosswalk is proposed to provide safe passage across Gulf Boulevard.

The 6.7-acre mixed-use project consists of two properties, both with frontage onto Madeira Way. All of the existing buildings will be demolished as new construction proceeds. Distributed across the two properties are five new buildings. Two new 8-story condominium buildings, totaling 90 units, front onto 150th Avenue. Parking is located on the first two floors with six floors of residential units above. These buildings are the same height as Boca Vista across the street and have been separated by over 430 feet in order to provide unobstructed views north and south across the peninsula. Between the condominium buildings the existing 43-slip marina will be completely redeveloped. The existing buildings will be demolished in order to create a park-like setting south of the marina. A new one or two-story dockmaster building with up to 5,000 square feet will be built to service the marina.

North of Madeira Way a new suites hotel with up to 180 rooms will be developed. This building will have 11 floors. On the first floor will be the hotel lobby, up to 5,000 square feet of retail and restaurant space and the entry to the parking garage. The second and third floors will contain parking and above will be eight floors of hotel rooms. The building has been designed to reinforce the pedestrian character of Madeira Way.

Across the street, on the triangular block, will be a new full-service hotel with up to 250 rooms. This building will also have 11 floors, the same as the Ocean Sands Condominiums located across Gulf Boulevard. On the first floor will be the hotel lobby, up to 40,000 square feet of retail and restaurant space and the parking garage entry with covered drop-off for the hotel. In addition, a pedestrian arcade through the building will connect Madeira Way to the public plaza. The parking garage will be on the second through fourth floors and will be shielded with a decorative living green wall. The hotel amenities are located on the fifth floor with direct access to a large roof terrace. The hotel rooms comprise the 6th through 11th floors.

In total there will be up to 575,000 square feet within the new buildings (875,000 square feet including the proposed parking structures). This is more than 290,000 square feet less than the maximum allowed by current zoning, representing a 25% reduction.

Automobile traffic has been carefully considered. The traffic signal at the intersection of 150th Avenue and Madeira Way is proposed to be removed. This will reduce congestion on 150th Avenue by allowing for a smoother flow of traffic. Currently between Causeway Park and Madeira Way there are eight curb cuts on the north side of 150th Avenue. These will all be eliminated except for one new entry to the marina and proposed condominiums. This too will reduce traffic conflicts.

As previously mentioned Madeira Way will be completely re-built as a two-lane, two-way pedestrian oriented street with parallel parking and generous sidewalks. It will no longer function as a shortcut by through traffic due to its slow speed and because vehicles will no longer be allowed to make a left turn at the east end of the street onto 150th Avenue. On the triangular block, the existing curb cuts onto 150th Avenue and Gulf Boulevard will be eliminated. All vehicular access for the two hotels and their accessory retail space will be via Madeira Way, thereby minimizing conflicts with the two major streets.

The parking needs for the proposed new development have also been thoughtfully designed. Consistent with the Madeira Beach Town Center Special Area Plan parking has been designed to improve pedestrian flow throughout the project and minimize conflicts with vehicular traffic. Enough parking has been provided to slightly exceed the city's required standards; and except for a small surface parking lot servicing the marina all other parking has been consolidated into four parking garages. This minimizes the land area occupied by automobile parking and allows more area to be devoted to landscaped green spaces and lively public spaces.

SPECIAL AREA PLAN OBJECTIVES

As described below, special consideration has been given to meeting the Objectives of the Madeira Beach Town Center Special Area Plan as this proposal was developed.

Create a unique sense of place for the Town Center, and create a sense of arrival for those entering the area.

The design emphasis has been on creating distinctive pedestrian oriented places including a redeveloped pedestrian-oriented Madeira Way, a one-half acre public plaza at the intersection of Gulf Boulevard and 150th Avenue and a landscaped green space fronting the marina. Special care has been taken to create scenic gateways and views when entering the district from the east, south and north.

Promote a wide variety of uses to create an activity center for both local residents and tourists.

This is a true mixed-use project with a balance of residences, tourist accommodations, retail, restaurant, entertainment and recreational uses. And all of these uses are connected via sidewalks allowing for safe, convenient access across the district.

Set a standard for urban design so that new development and redevelopment in the Town Center contributes to the public realm.

As a result of this project two major public spaces will either be greatly improved (Madeira Way) or newly created (Madeira Plaza). This project proposes a carefully calibrated balance between new private development and public enhancement. These improvements will be codified through the Development Agreement as well as the Design Guidelines contained within this document.

Promote redevelopment of older properties in a manner that contributes to the quality of urban design in the Town Center.

Although the majority of the property is currently developed, it is at a density and pattern that does not create a sense of place for the community. The goal of the proposed project is to redevelop the area into a memorable destination for both locals and visitors.

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.

The proposal will add 430 hotel rooms and 90 dwelling units to the core of the Town Center. Although the residents and guests will bring new life to the community, the proposed density is substantially less than the maximum allowed. All will have thoughtful architectural design that reflect the relaxed, subtropical character of Madeira Beach while simultaneously working together to create a coherent character for the Town Center.

Improve pedestrian and bicycling access to all major destinations with the Town Center, including the parks, the beach, retail properties and civic destinations.

Numerous improvements are proposed to enhance pedestrian and bicycle access. A 12-foot-wide combined pedestrian/bicycle trail will connect Madeira Way to Causeway Park. Madeira Way will be redeveloped as a pedestrian oriented shopping street. A new public plaza will be located at the intersection of Gulf Boulevard and 150th Avenue with a direct pedestrian access to Madeira Way. An elevated crosswalk is proposed to provide safe, pedestrian access across Gulf Boulevard.

Increase connections and access to parks, ensuring that views of the Gulf and Boca Ciega Bay are preserved.

A new pedestrian/bicycle trail will connect Causeway Park back to the Town Center. A new public space will be created at the intersection of Gulf Boulevard and 150th Avenue. Along the marina the new buildings have been spaced out to preserve view corridors. The new condominium buildings have been separated by 430 feet. And there is a 60 foot opening between Condominium B and Hotel A. Although sometimes controversial, allowing for taller buildings in waterfront districts reduces the size of the structure's footprint and results in better views overall to and from neighboring properties. It also allows a greater percentage of the site to be dedicated to green space.

Develop parking and access strategies that help to make the most efficient use of scarce land and contribute to the quality of the public realm in the Town Center.

The site plan proposes to eliminate all curb cuts along 150th Avenue and Gulf Boulevard except for one access point providing consolidated service to the marina and two new condominiums. All vehicular access for the two hotels will be via Madeira Way. Except for a small, 39 space, surface parking lot serving the marina, all other parking for the development will be located within four parking structures at the base of the new buildings. This allows for a significant increase in the amount of landscaped green space and lively public areas.

PROJECT DATA

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Parcel 6	Totals
Land Use	Condo A	Common Area	Marina	Condo B	Hotel A	Hotel B	
Land Area	43,416 s.f.	21,929 s.f.	38,298 s.f.	45,017 s.f.	50,514 s.f.	92,511 s.f.	291,685 s.f.
Acreage	0.997 ac.	0.503 ac.	0.879 ac.	1.033 ac.	1.160 ac.	2.124 ac.	6.696 ac.
Hotel - Density Allowed							125 rooms/ac.
Hotel - Rooms Allowed							837 rooms
Hotel - Density Proposed							64.2 rooms/ac.
Hotel - Rooms Proposed					180 rooms	250 rooms	430 rooms
Condos - Density Allowed							15 units/ac.
Condos - Units Allowed							100 units
Condos - Density Proposed							13.4 units/ac.
Condos - Units Proposed	45 units			45 units			90 units
Retail Space			4,000 s.f.		3,000 s.f.	28,000 s.f.	35,000 s.f.
Restaurant Space			1,000 s.f.		2,000 s.f.	12,000 s.f.	15,000 s.f.
Gross Building Area - Allowed							1,166,740 s.f.
Gross Building Area - Proposed	150,000 s.f.		5,000 s.f.	150,000 s.f.	200,000 s.f.	370,000 s.f.	875,000 s.f.
F.A.R. - Allowed							4.00
F.A.R. - Proposed							3.00
Boat Slips - Allowed							43 slips
Boat Slips - Proposed			43 slips				43 slips
Parking - Minimum Required	90 spaces		36 spaces	90 spaces	201 spaces	392 spaces	809 spaces
Parking - Proposed	95 spaces		39 spaces	95 spaces	210 spaces	400 spaces	839 spaces

Parking Ratios - Residential: 2 spaces per unit / Hotel: 1 space per room / Retail: 2 spaces per 3,000 s.f. / Restaurant: 1 space per 4 seats (120 s.f.) / Marina: 1 space per 2 slips



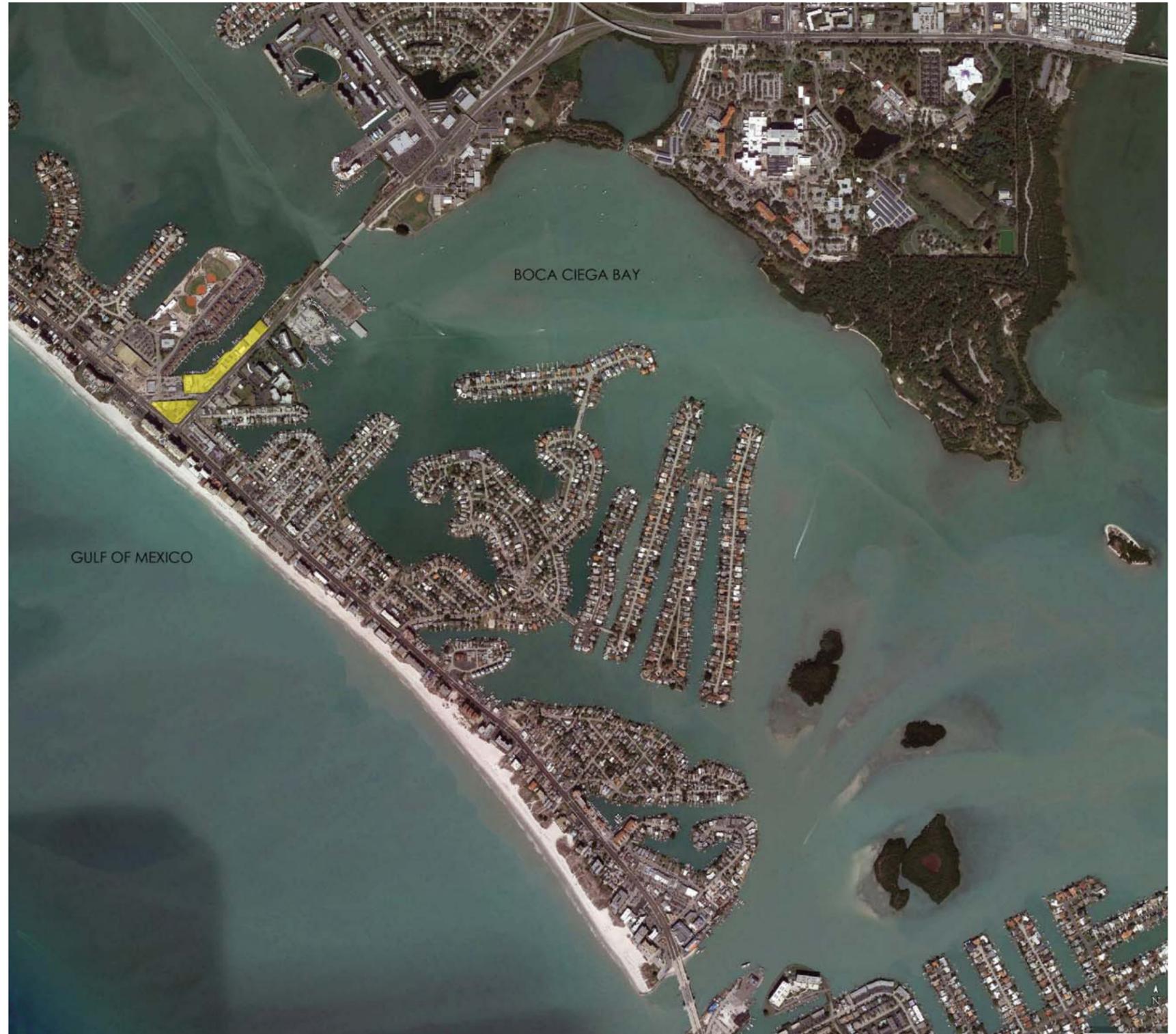
VIEW FROM 150TH AVENUE LOOKING SOUTHWEST

Madeira Beach Town Center

MADEIRA BEACH, FLORIDA

CITY OF MADEIRA BEACH

The city of Madeira Beach is strategically located midway along the 30 plus miles of Pinellas beaches. It's a small town with a big waterfront – over two miles of gulf beaches and many more miles of frontage onto Boca Ciega Bay. With 4,300 residents in its one square mile, Madeira Beach is almost completely built out with relatively little new development in the last 15 years. A new Courtyard Marriott hotel opened last year on the mainland, but no new hotels have been built on the island since the 1970's. Although the residential housing stock is reasonably stable, much of the commercial property consists of older one-story buildings with large, surface parking lots.



GOOGLE EARTH IMAGE

MADEIRA BEACH TOWN CENTER

As described within the city's Special Area Plan, the overall Town Center district is approximately 80 acres in size. The subject property's 6.7 acres is located right in the heart of the district. This property is significantly under-developed containing only 63,000 square feet of commercial space across multiple parcels. With very little green space the majority of the land consists of surface parking lots. However, as noted within the plan the location is superb. Serviced by two major arterial roadways, Gulf Boulevard and 150th Avenue, the property enjoys over 1,200 feet of frontage on the intercoastal waterway and is within walking distance of the Gulf beaches, the town civic center, public parks and a drug store and grocery store.



GOOGLE EARTH IMAGE

AERIAL VIEW OF MADEIRA BEACH TOWN CENTER

Madeira Beach Town Center

MADEIRA BEACH, FLORIDA

ARCHIBALD BEACH PARK



Overall Site Plan

SCALE: 1" = 120'-0"





VIEW FROM ARCHIBALD PARK LOOKING EAST

Madeira Beach Town Center

MADEIRA BEACH, FLORIDA



VIEW ACROSS GULF BOULEVARD LOOKING SOUTHEAST



VIEW OF MADEIRA WAY LOOKING EAST

Madeira Beach Town Center

MADEIRA BEACH, FLORIDA



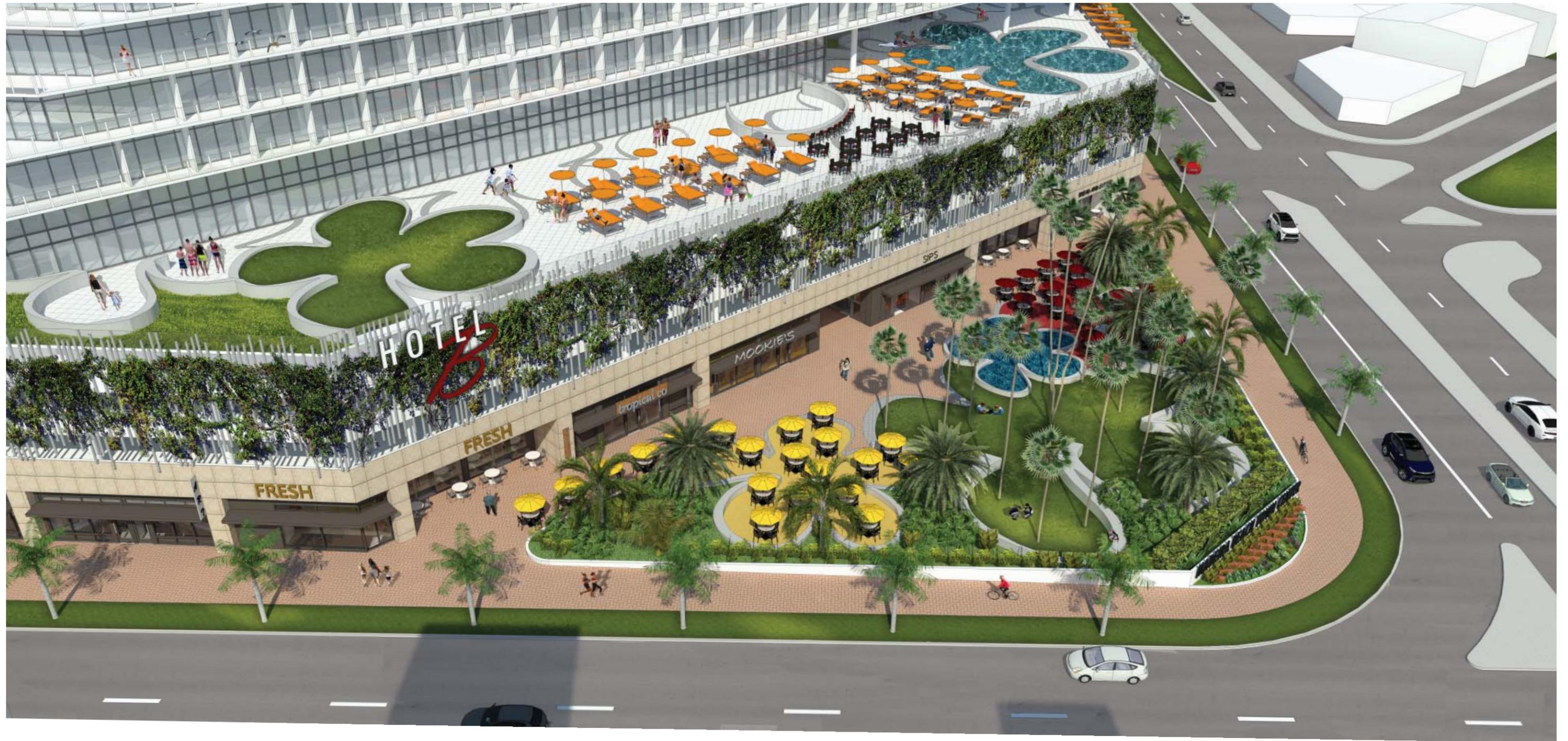
VIEW FROM ACROSS 150TH AVENUE LOOKING WEST



VIEW OF MADEIRA WAY LOOKING WEST

Madeira Beach Town Center

MADEIRA BEACH, FLORIDA



AERIAL VIEW OF MADEIRA PLAZA



VIEW OF MADEIRA PLAZA

Madeira Beach Town Center

MADEIRA BEACH, FLORIDA



AERIAL VIEW LOOKING WEST TOWARDS ARCHIBALD PARK



GULF BOULEVARD VIEW LOOKING NORTHWEST

Madeira Beach Town Center

MADEIRA BEACH, FLORIDA

ARCHIBALD BEACH PARK

GULF BOULEVARD

MUNICIPAL DRIVE

MADERA WAY

HOTEL B

HOTEL A

MARINA

DOCK MASTER

CONDO B

CONDO A

CAUSEWAY PARK

150th AVENUE

NOTE: HATCHED AREAS INDICATE PUBLIC ACCESS AREAS



Public Access Site Plan

SCALE: 1" = 120'-0"



ARCHIBALD BEACH PARK

GULF BOULEVARD

MUNICIPAL DRIVE

MADERA WAY

PARCEL 6

PARCEL 5

PARCEL 4

MARINA

PARCEL 3

PARCEL 2

PARCEL 1

CASUEWAY PARK

150th AVENUE



LEGEND



Overall Parcel Plan

SCALE: 1" = 120'-0"



OVERALL PARCEL PLAN

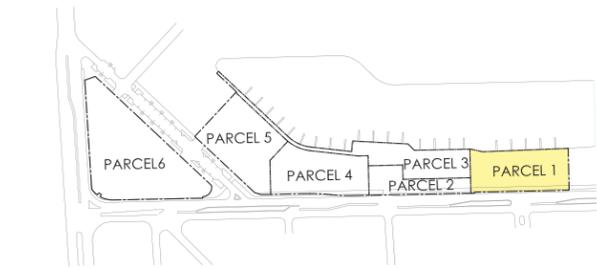
Madeira Beach Town Center

MADEIRA BEACH, FLORIDA

CONDO A

45 UNITS
8 FLOORS
95 PARKING SPACES

This building will have up to 45 dwelling units averaging approximately 1,900 square feet each. The building's first floor lobby faces 150th Avenue to provide a visible front door. Parking is located on the lower two floors with two spaces per unit plus a few extra for visitors. Above are six floors of units. The building is designed to take full advantage of the water views in all directions. A rear amenity area includes a swimming pool and five slips for 10 boats.



LEGEND

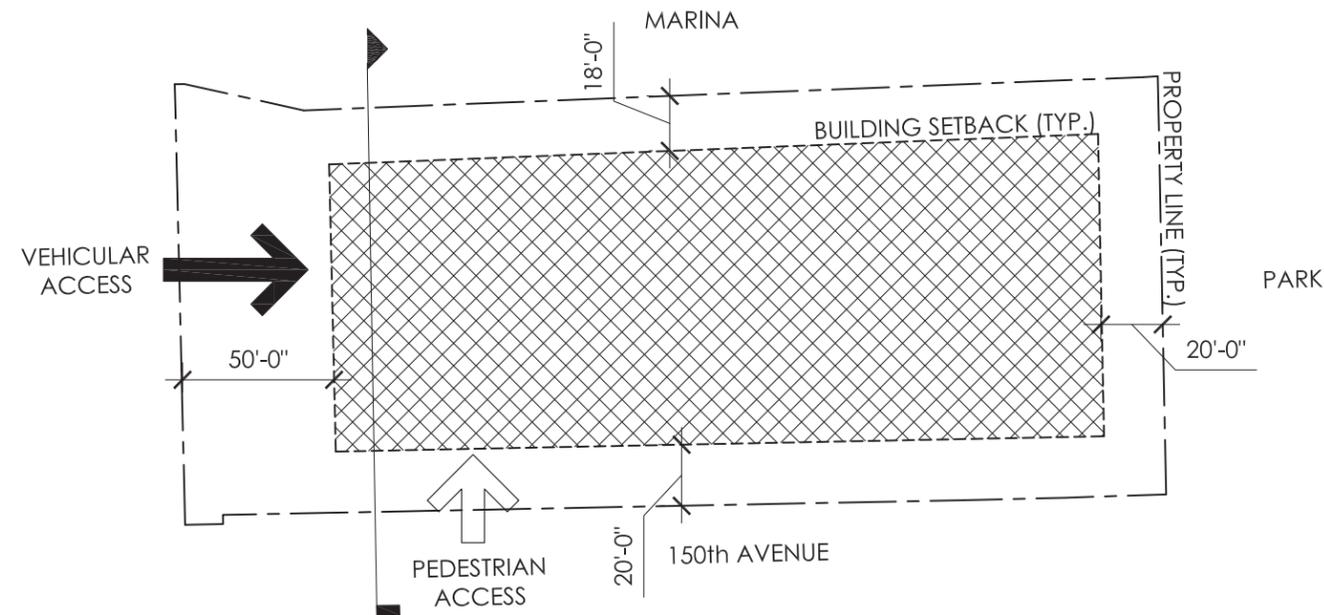


Condo A Site Plan

SCALE: 1" = 40'-0"

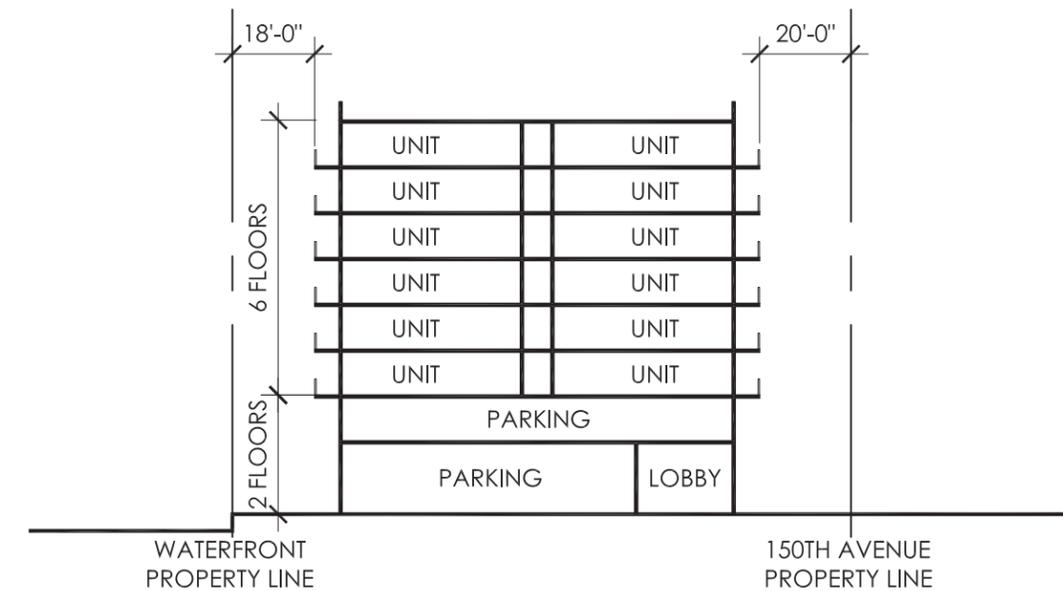
Site Area	43,416 s.f. (0.997 ac.)
Maximum Dwelling Units	45 units
Maximum Building Height	80 feet
Maximum Impervious Surface Ratio	70% of site area
Maximum Building Footprint	50% of site area
Maximum Building Gross Area*	150,000 s.f.
Minimum Required Parking	Residential: 2 spaces per unit

* Includes structured parking



 **Building Setbacks and Access Diagram**
SCALE: 1" = 60'-0"

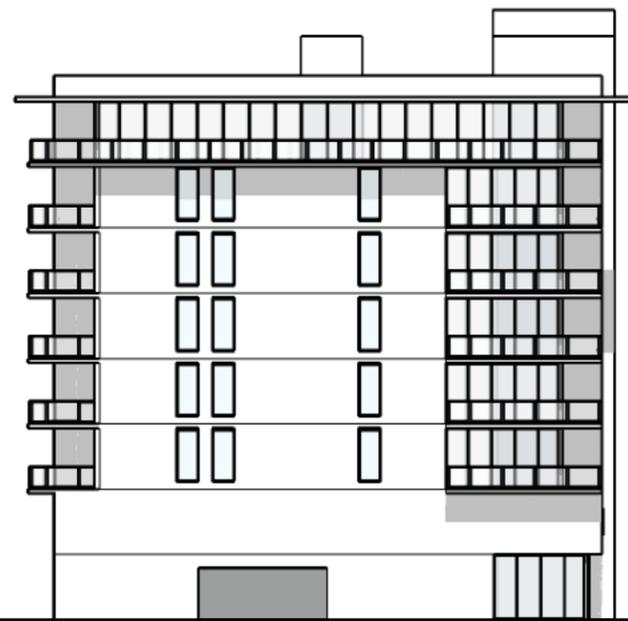
 MAXIMUM EXTENT OF BUILDING FOOTPRINT



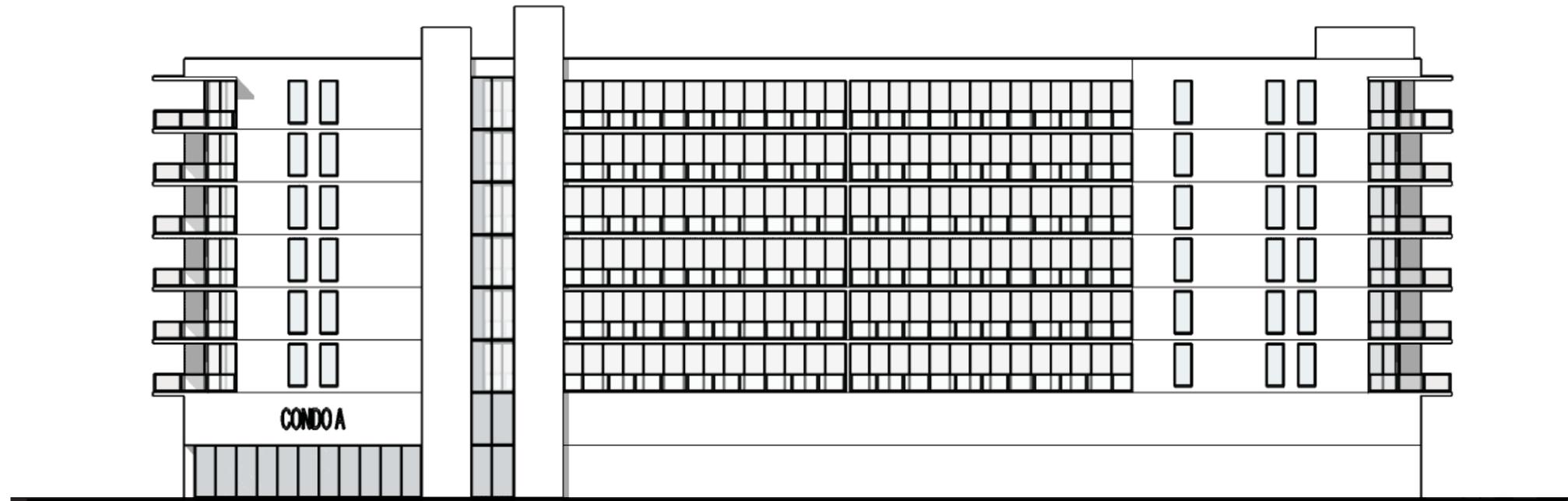
Building Section
SCALE: NTS



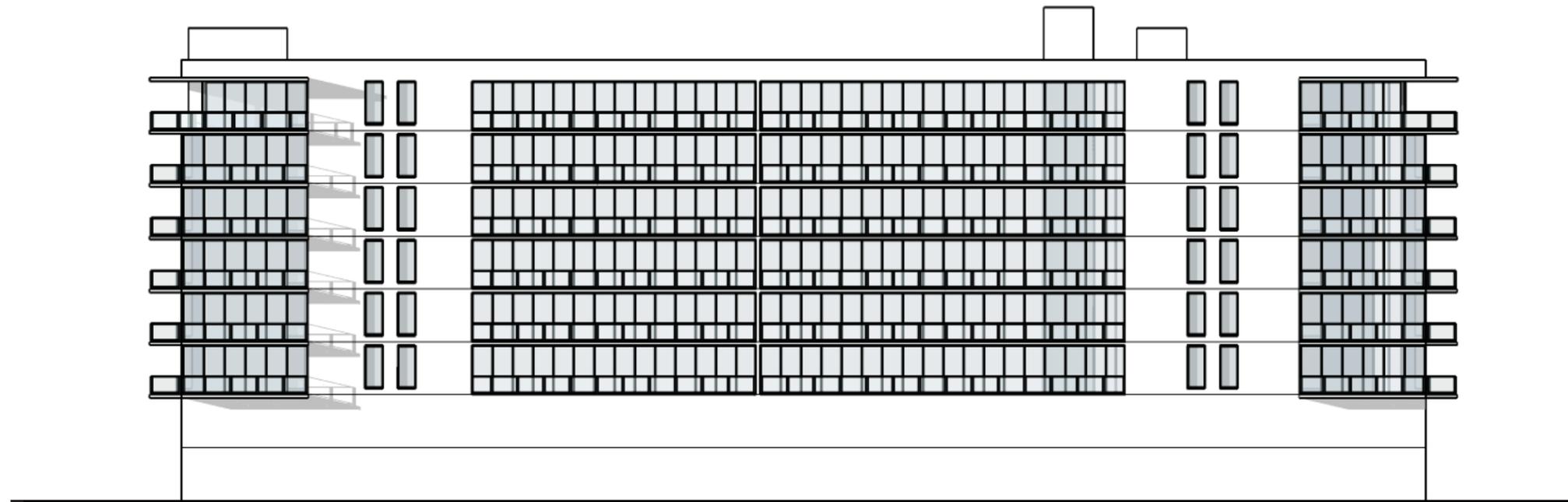
North Elevation



South Elevation



East Elevation

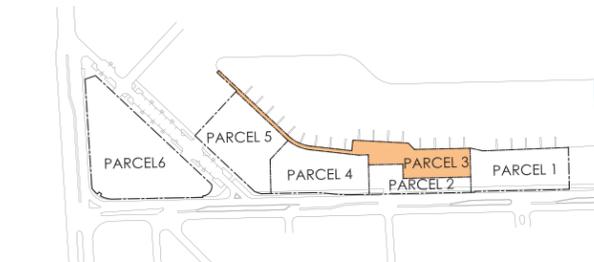
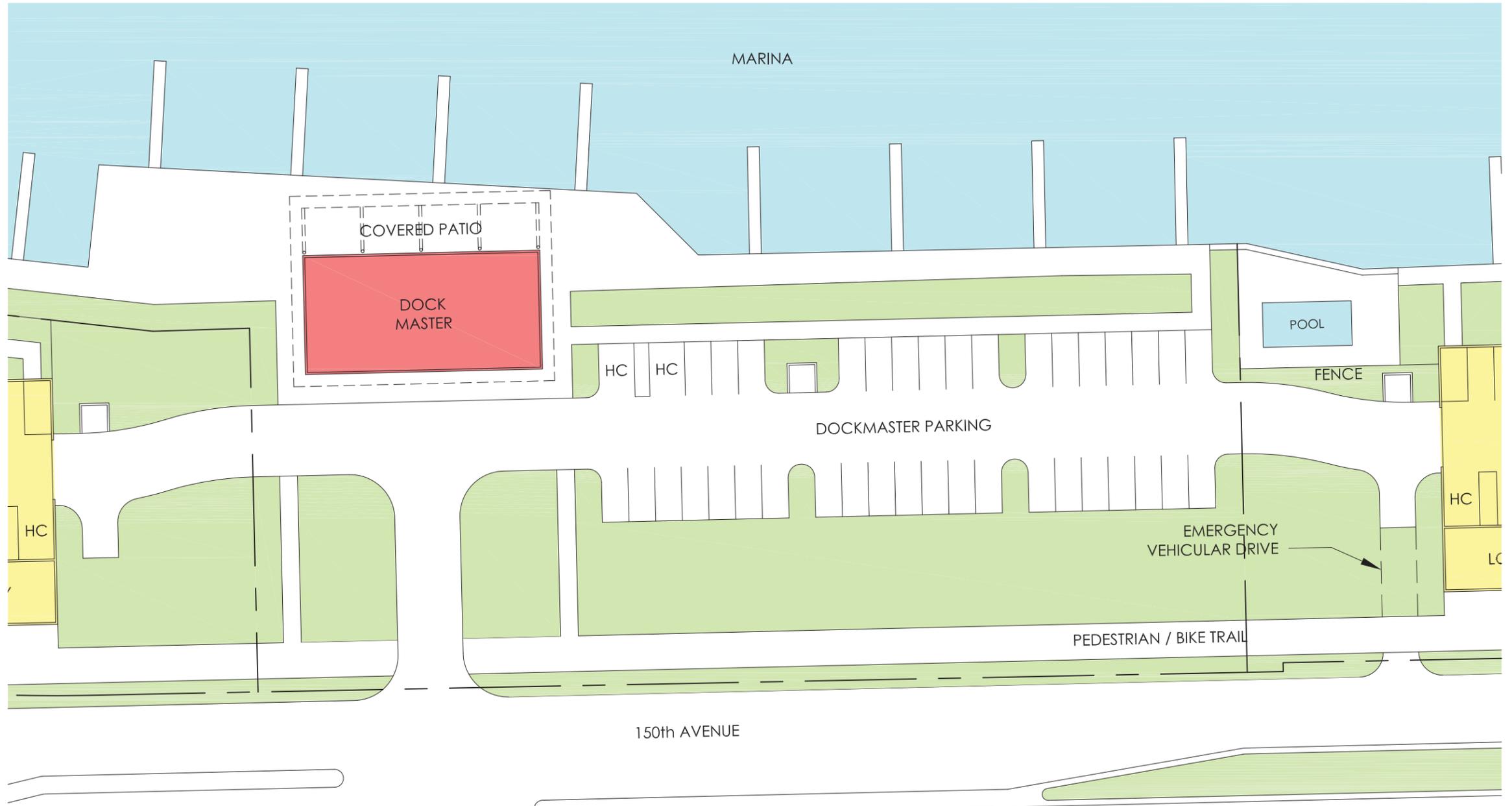


West Elevation

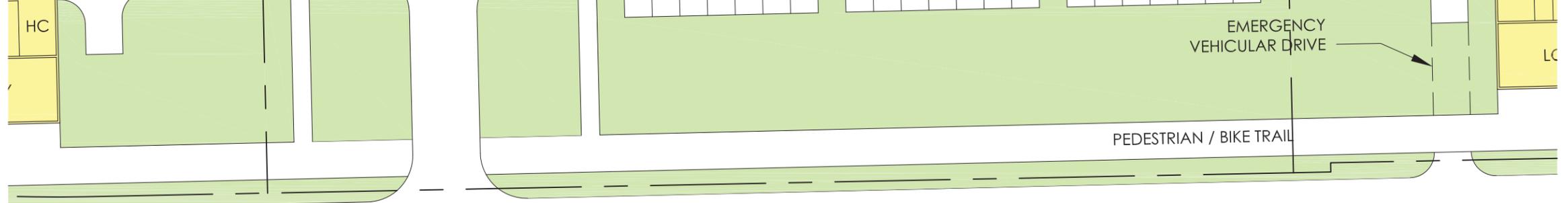
MARINA

5,000 S.F.
2 FLOORS
39 PARKING SPACES

The existing 43 slip marina will be rebuilt with new seawall and docks. Serving the marina will be a one or two story Dockmaster building located on axis with the new entry drive off of 150th Avenue. The Dockmaster structure may include a small café or snack stand. Adjacent to the building is a 39-space landscaped parking lot. Except for the fenced off areas around the condominium buildings the waterfront along the marina will be publicly accessible for pedestrians.

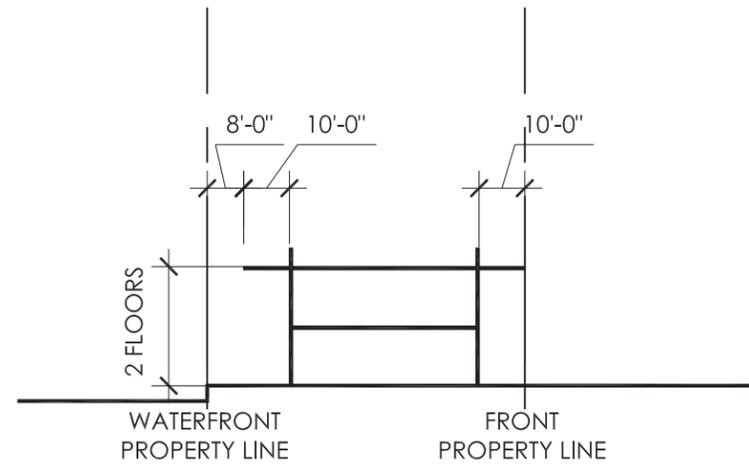


LEGEND



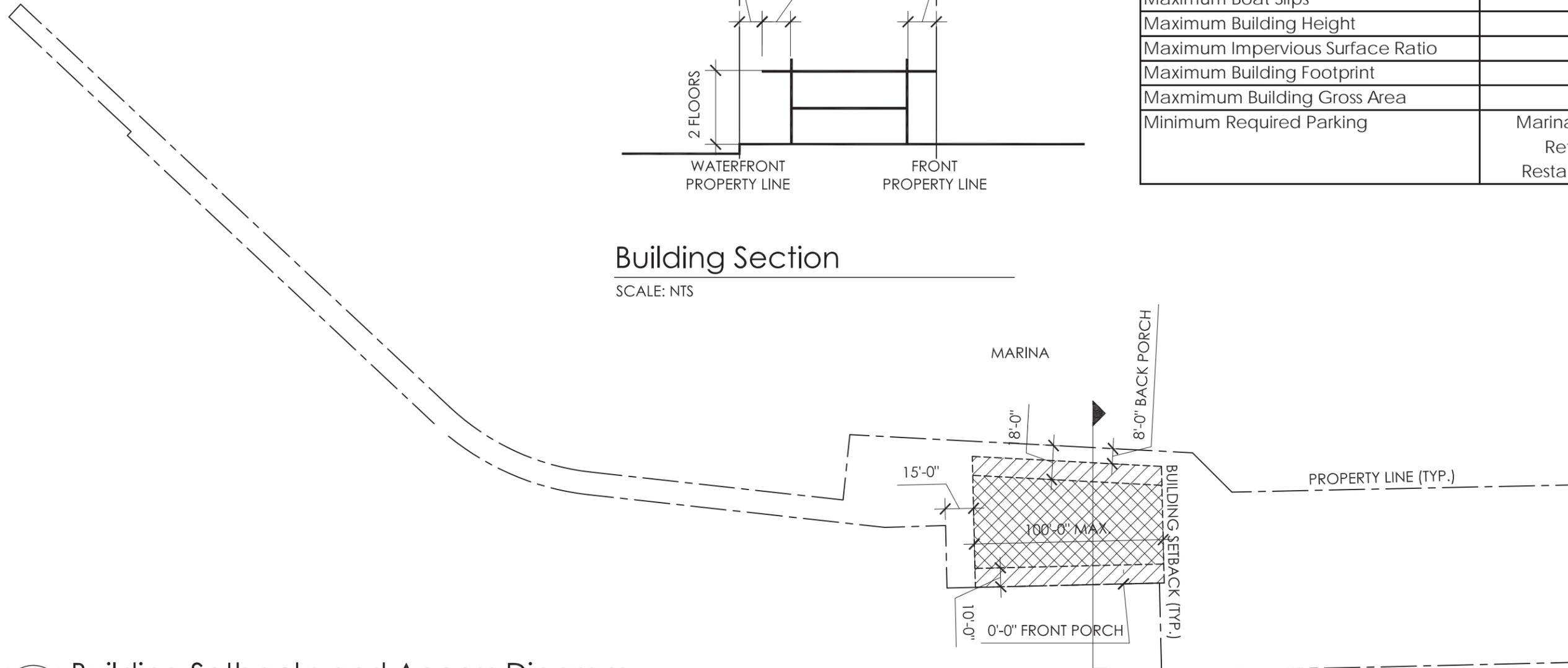
 **Marina Site Plan**
SCALE: 1" = 40'-0"

Site Area	38,298 s.f. (0.879 ac.)
Maximum Commercial Space	5,000 s.f.
Maximum Boat Slips	43
Maximum Building Height	30 feet
Maximum Impervious Surface Ratio	70% of site area
Maximum Building Footprint	50% of site area
Maximum Building Gross Area	5,000 s.f.
Minimum Required Parking	Marina: 1 space per 2 boat slips Retail: 2 spaces per 3,000 s.f. Restaurant: 1 space per 4 seats



Building Section

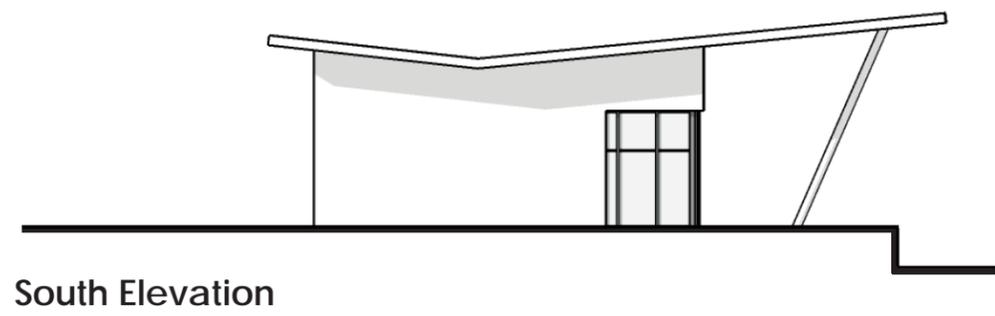
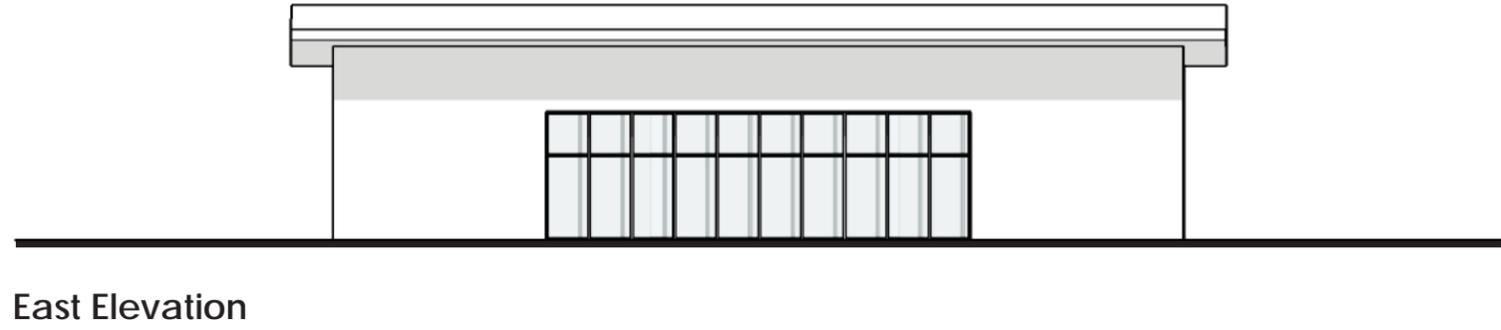
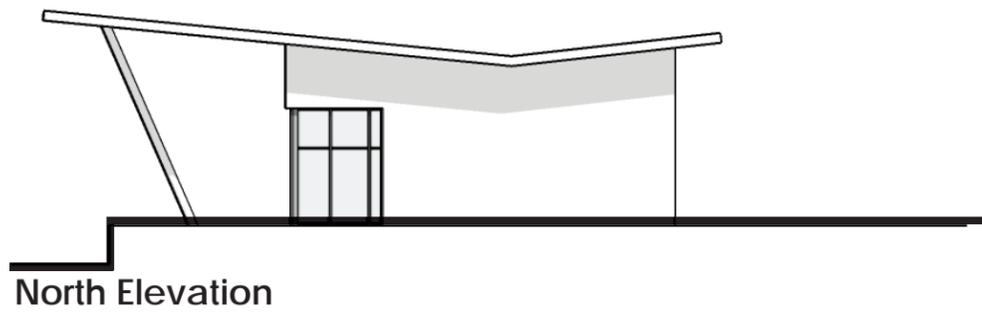
SCALE: NTS



Building Setbacks and Access Diagram

SCALE: 1" = 60'-0"

-  MAXIMUM EXTENT OF BUILDING FOOTPRINT
-  MAXIMUM EXTENT OF PORCH



DOCK MASTER ELEVATIONS



AERIAL VIEW

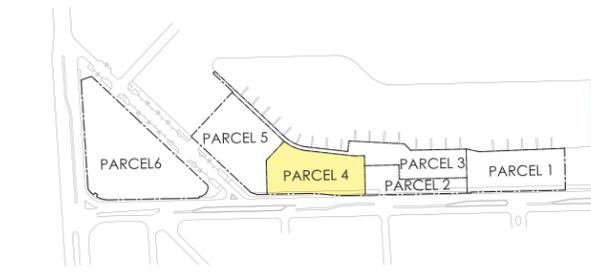
Madeira Beach Town Center

MADEIRA BEACH, FLORIDA

CONDO B

45 UNITS
8 FLOORS
95 PARKING SPACES

This building will have up to 45 dwelling units averaging approximately 1,900 square feet each. The building's first floor lobby faces 150th Avenue to provide a visible front door. Parking is located on the lower two floors with two spaces per unit plus a few extra for visitors. Above are six floors of units. The building is designed to take full advantage of the water views in all directions. A rear amenity area includes a swimming pool.



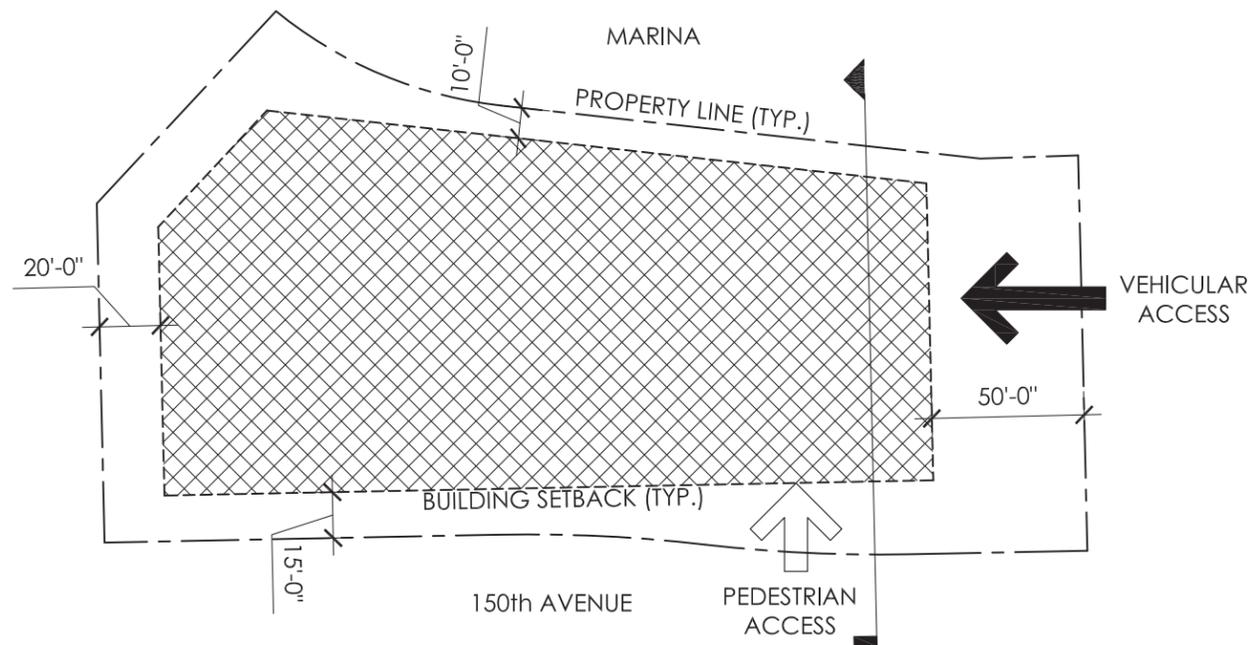
LEGEND



 **Condo B Site Plan**
SCALE: 1" = 40'-0"

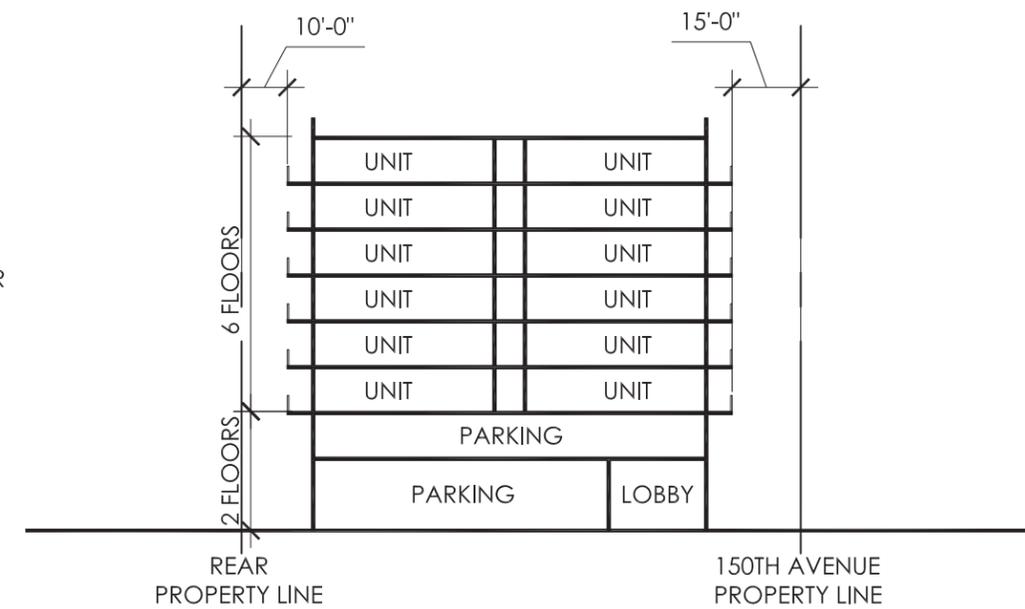
Site Area	45,017 s.f. (1.033 ac.)
Maximum Dwelling Units	45 units
Maximum Building Height	80 feet
Maximum Impervious Surface Ratio	70% of site area
Maximum Building Footprint	50% of site area
Maximum Building Gross Area*	150,000 s.f.
Minimum Required Parking	Residential: 2 spaces per unit

* Includes structured parking

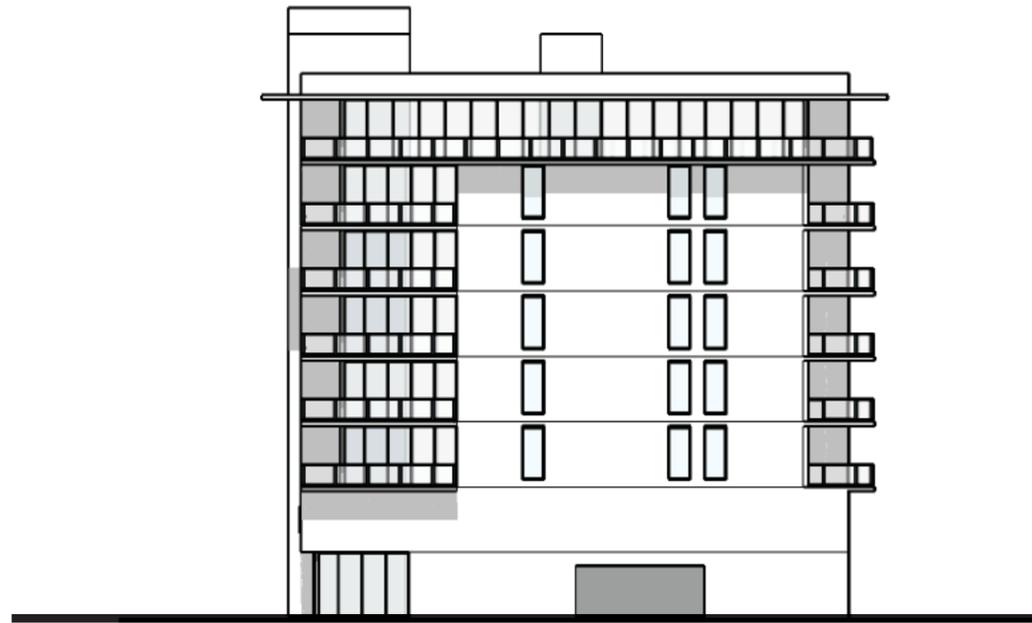


 Building Setbacks and Access Diagram
SCALE: 1" = 60'-0"

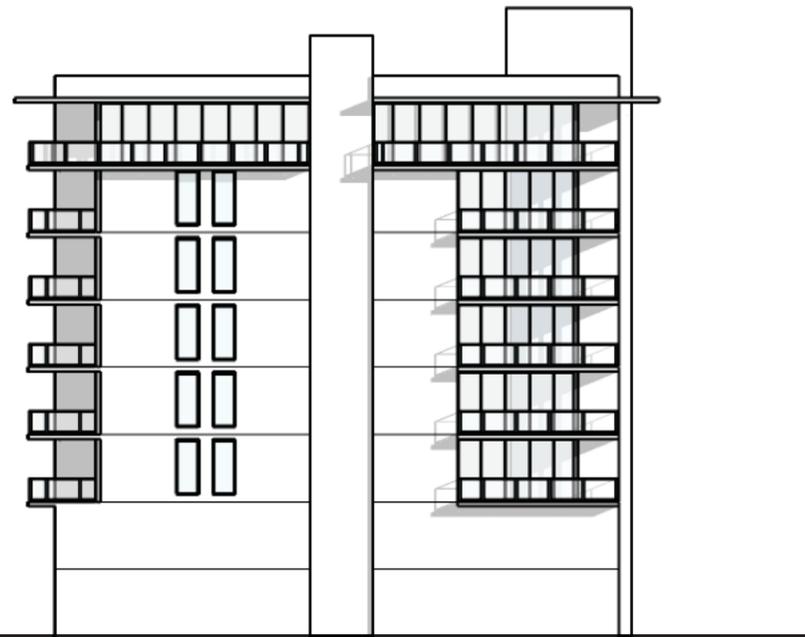
 MAXIMUM EXTENT OF BUILDING FOOTPRINT



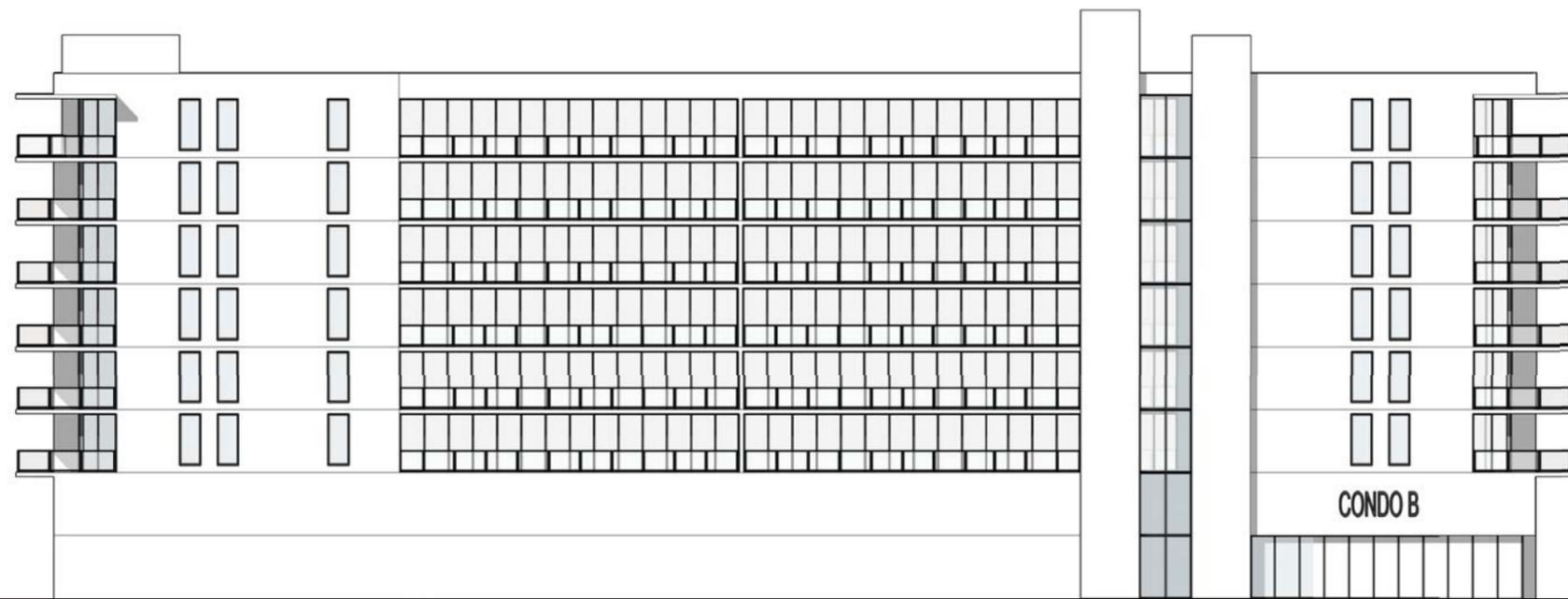
Building Section
SCALE: NTS



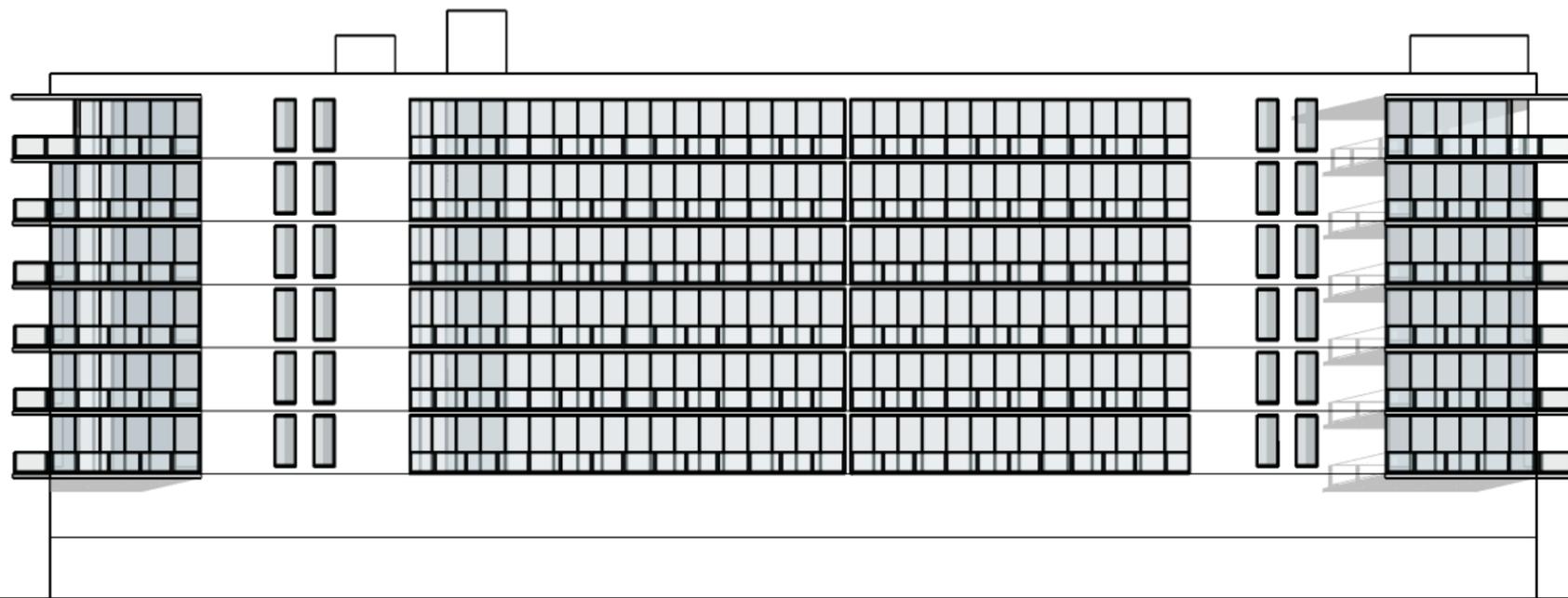
North Elevation



South Elevation



East Elevation

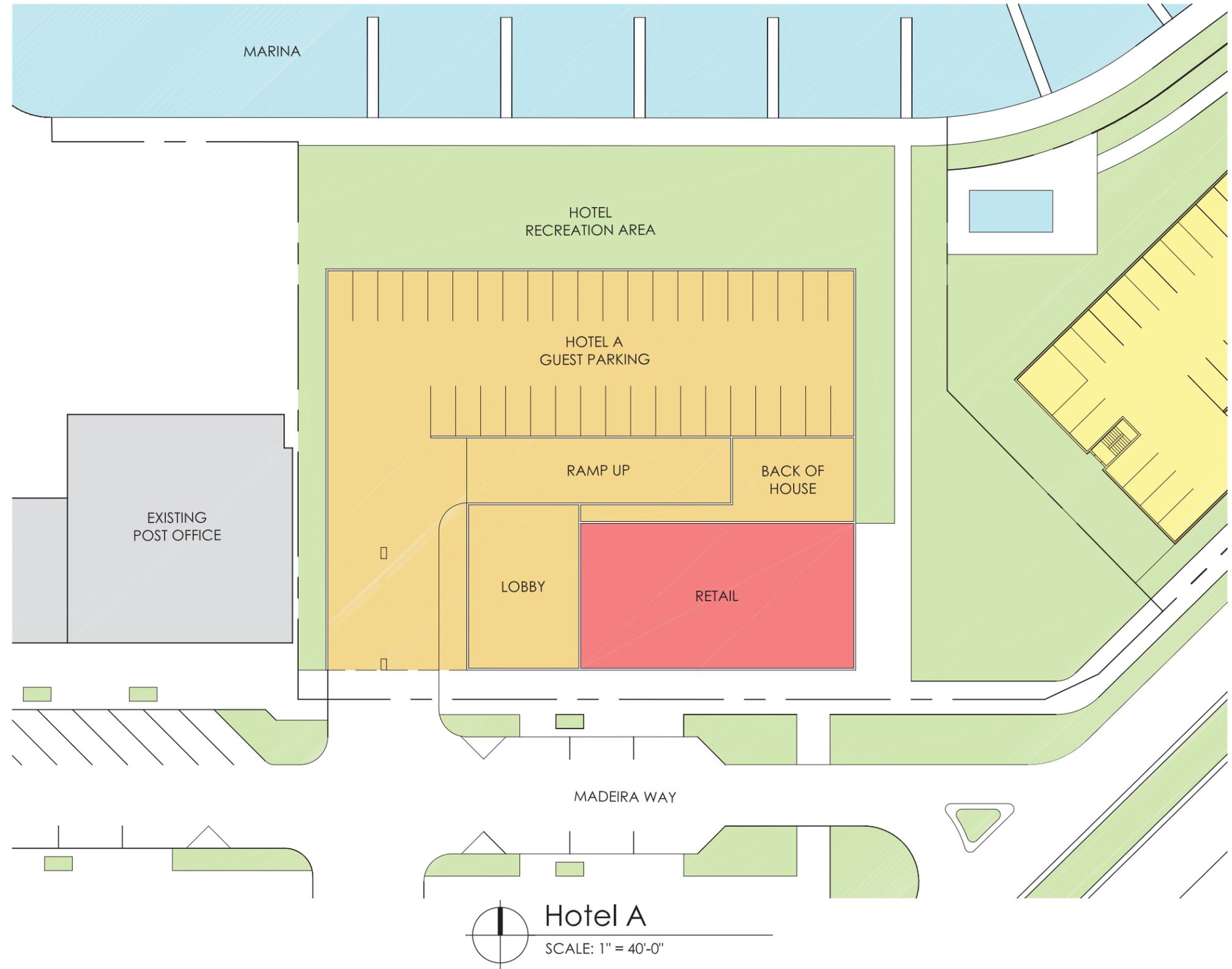
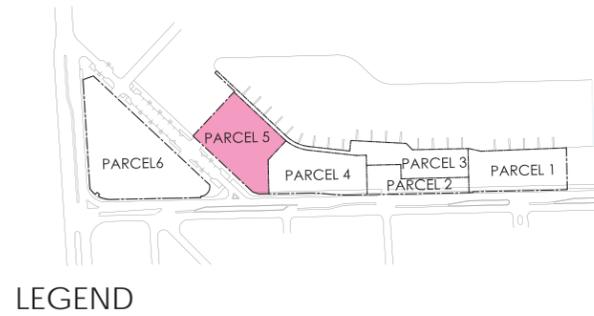


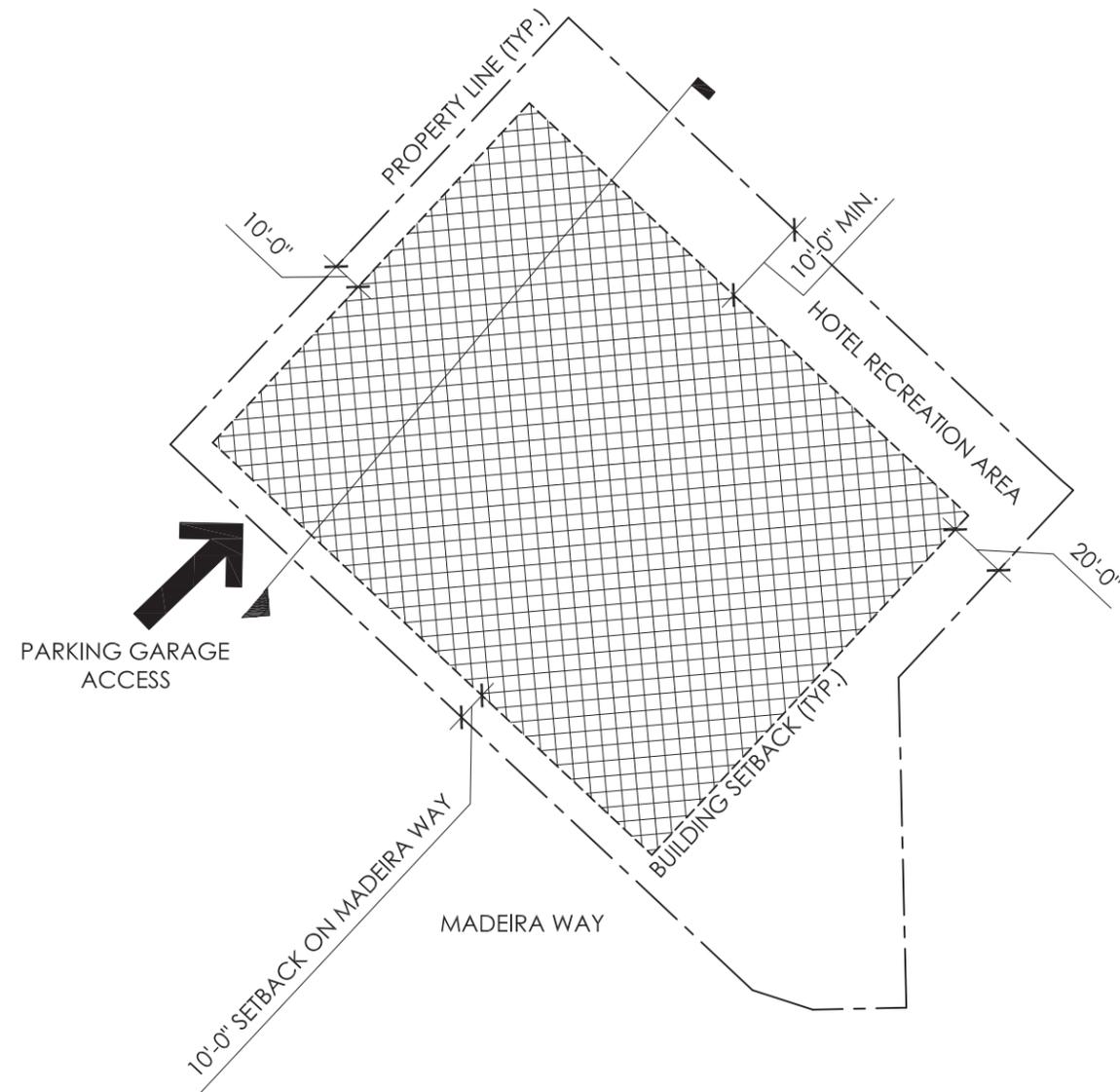
West Elevation

HOTEL A

180 ROOMS
 5,000 S.F. RETAIL
 11 FLOORS
 210 PARKING SPACES

This is programmed to be a suites hotel with up to 180 rooms. The first floor of the building contains the lobby, up to 5,000 square feet of retail and restaurant space, parking and support and service spaces. Above are two additional floors of parking. The 4th floor will have hotel amenities opening onto a roof terrace as well as some hotel rooms. The remainder of the hotel rooms will be on floors 5 through 11. The design of the building reinforces the pedestrian nature of Madeira Way by its close relationship to the sidewalk and ground level active uses.



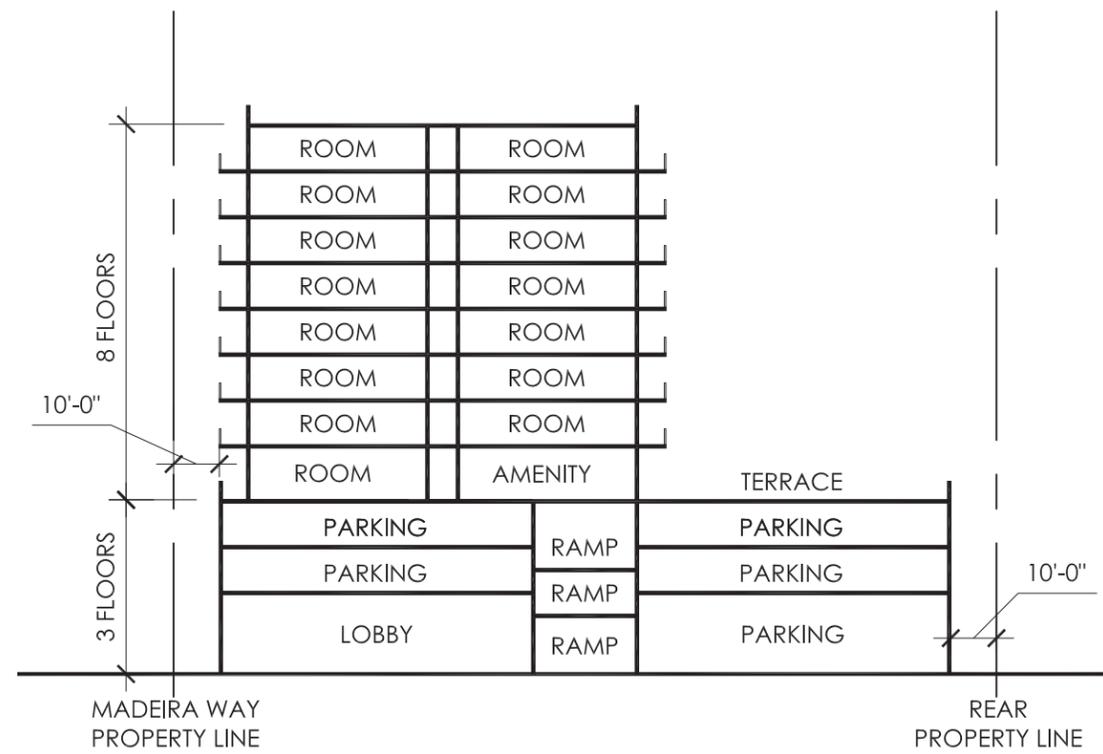


 **Building Setbacks and Access Diagram**
SCALE: 1" = 60'-0"

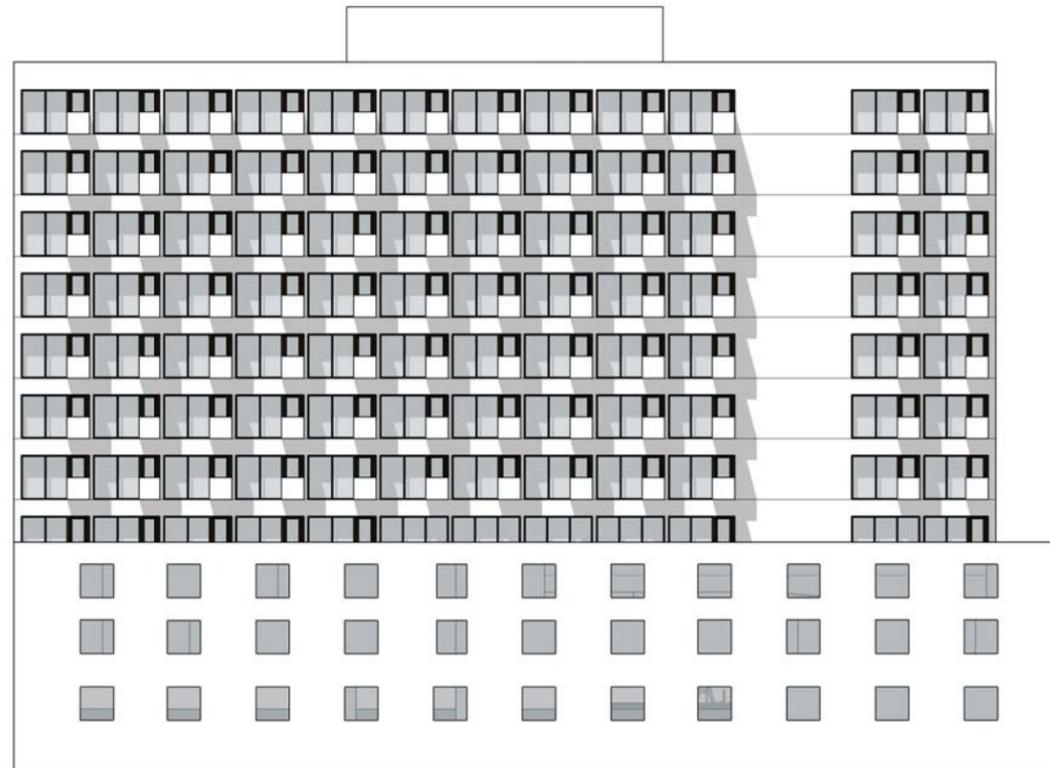
 MAXIMUM EXTENT OF BUILDING FOOTPRINT

Site Area	50,514 s.f. (1.160 ac.)
Maximum Hotel Rooms	180
Maximum Commercial Space	5,000 s.f.
Maximum Building Height	115 feet
Maximum Impervious Surface Ratio	85% of site area
Maximum Building Footprint	70% of site area
Maximum Building Gross Area*	200,000 s.f.
Minimum Required Parking	Hotel: 1 space per room Retail: 2 spaces per 3,000 s.f. Restaurant: 1 space per 4 seats

* Includes structured parking



Building Section
SCALE: NTS



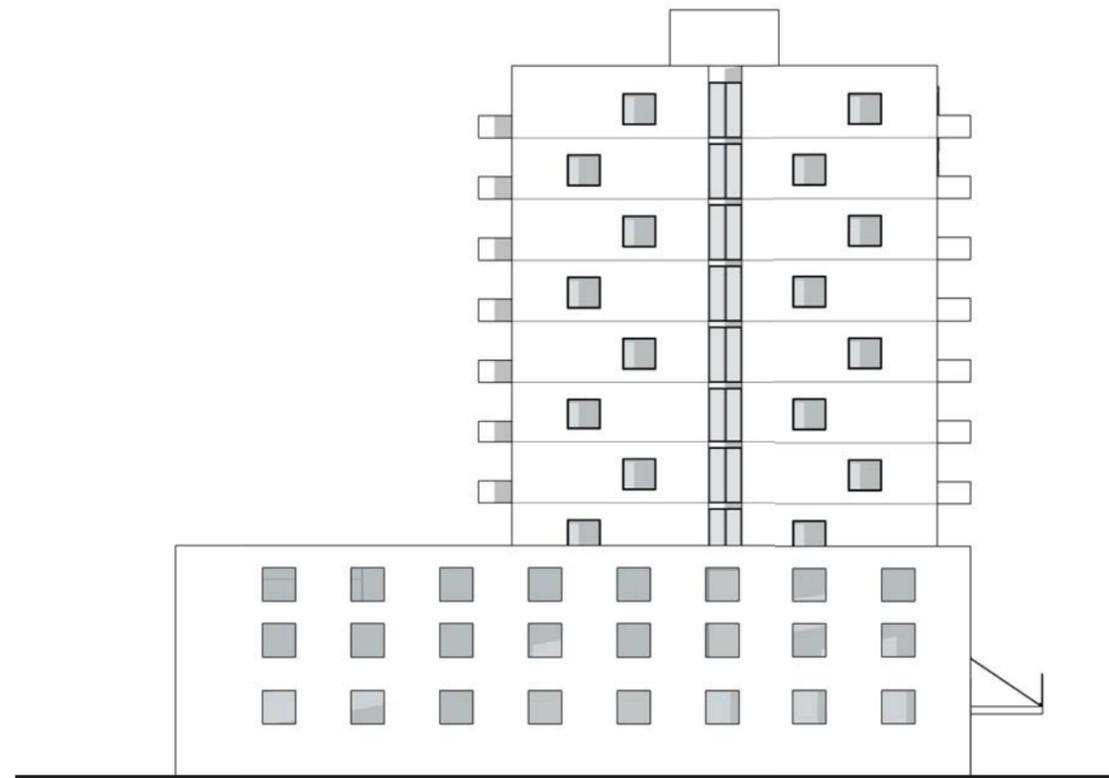
North Elevation



South Elevation



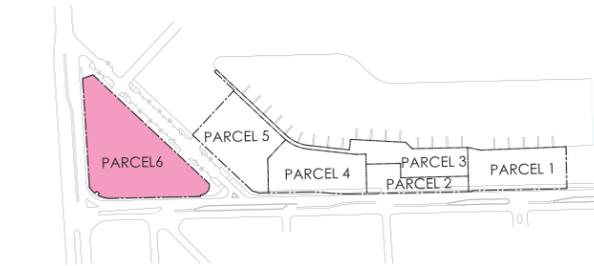
East Elevation



West Elevation

HOTEL B

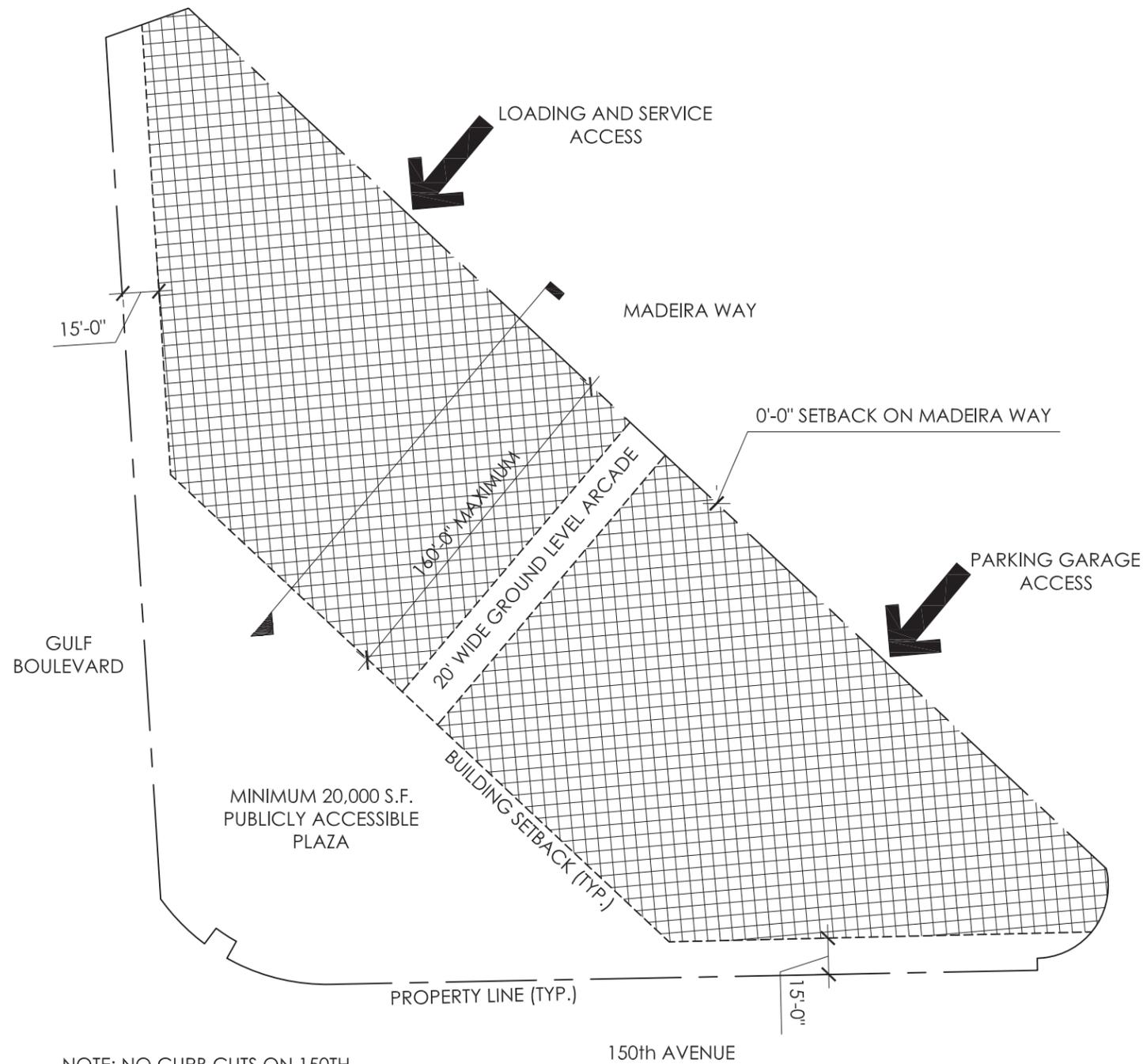
This is a true mixed-use block designed to be a recognizable landmark at the heart of Madeira Beach. It combines 40,000 square feet of retail and restaurant space on the ground floor with a full-service hotel with up to 250 rooms above. All sides of the first floor are lined with active uses fronting onto Madeira Way to the north and a new public plaza to the south. These two spaces are connected by a mid-block pedestrian arcade through the building. The parking garage is located on the 2nd through 4th floors. The 5th floor is dedicated to the hotel's amenity spaces (fitness center, spa, meeting rooms, business center, etc.). These open onto a generous roof terrace with swimming pool, spa and bar. The hotel rooms are located on the 6th through 11th floors and are oriented to maximize water views.



LEGEND




Hotel B Site Plan
 SCALE: 1" = 60'-0"



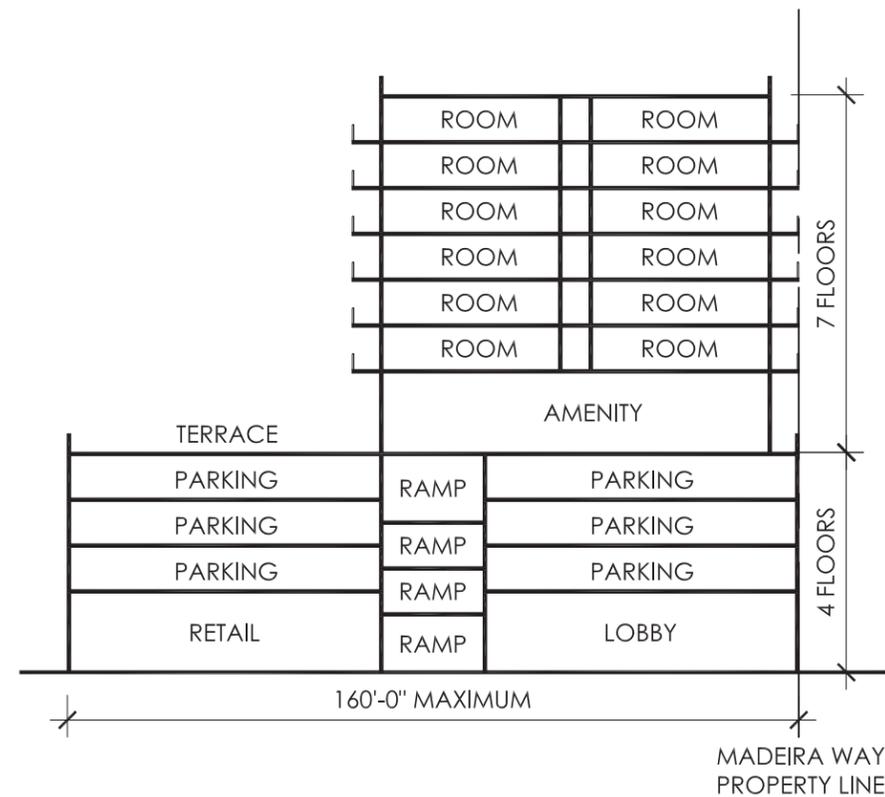
NOTE: NO CURB CUTS ON 150TH AVENUE OR GULF BOULEVARD

Building Setbacks and Access Diagram
SCALE: 1" = 60'-0"

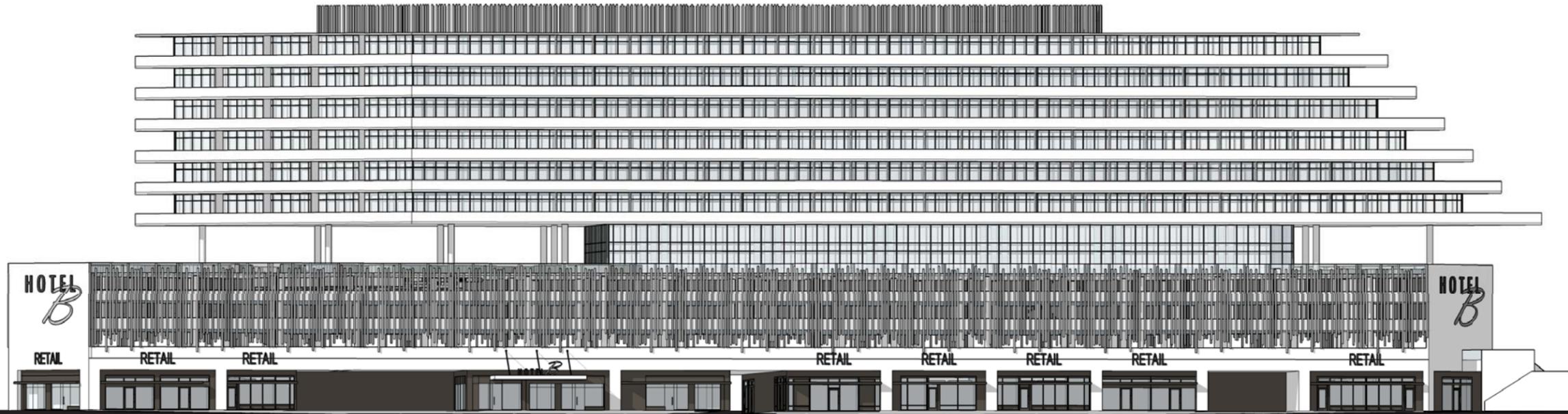
MAXIMUM EXTENT OF BUILDING FOOTPRINT

Site Area	92,511 s.f. (2.124 ac.)
Maximum Hotel Rooms	250
Maximum Commercial Space	40,000 s.f.
Maximum Building Height	120 feet
Maximum Impervious Surface Ratio	85% of site area
Maximum Building Footprint	70% of site area
*Maximum Building Gross Area	370,000 s.f.
Minimum Required Parking	Hotel: 1 space per room Retail: 2 spaces per 3,000 s.f. Restaurant: 1 space per 4 seats

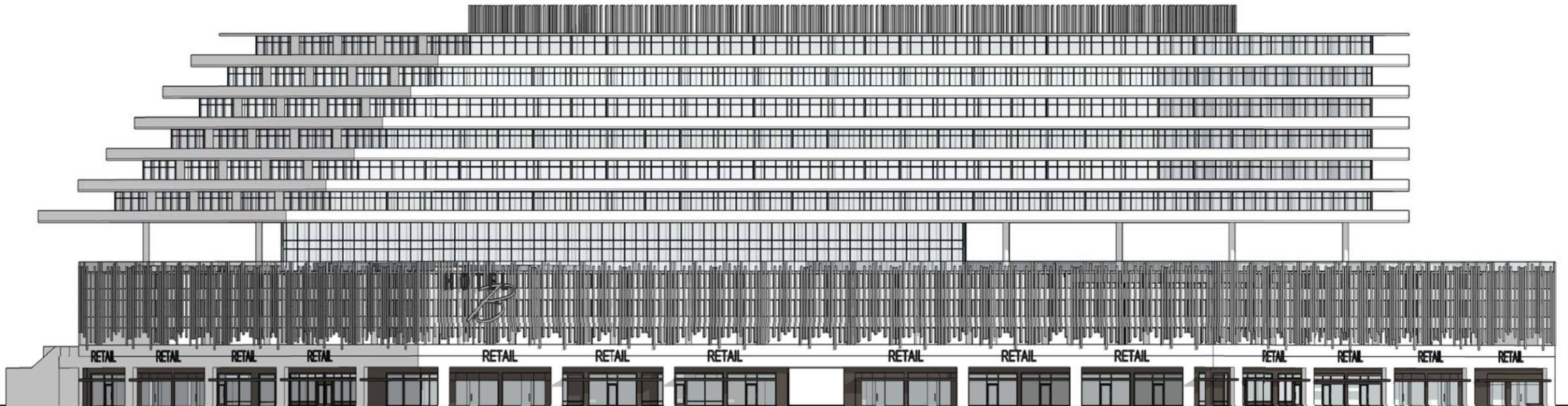
* Includes structured parking



Building Section
SCALE: NTS



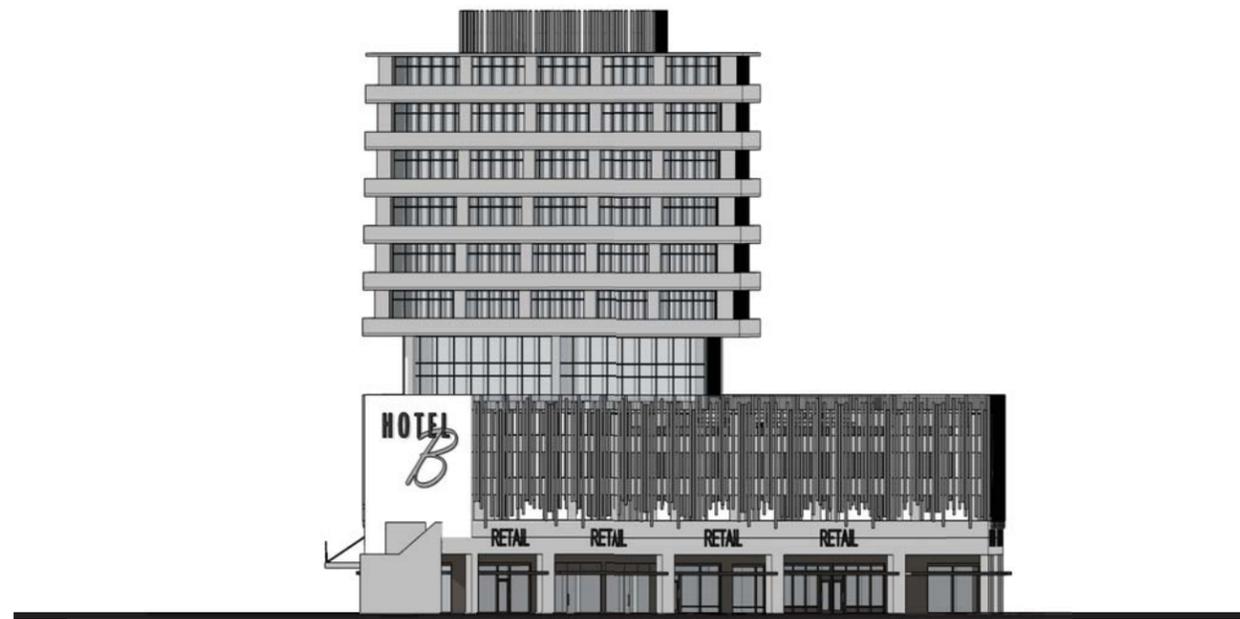
North Elevation



South Elevation



East Elevation



West Elevation

APPENDIX SECTION

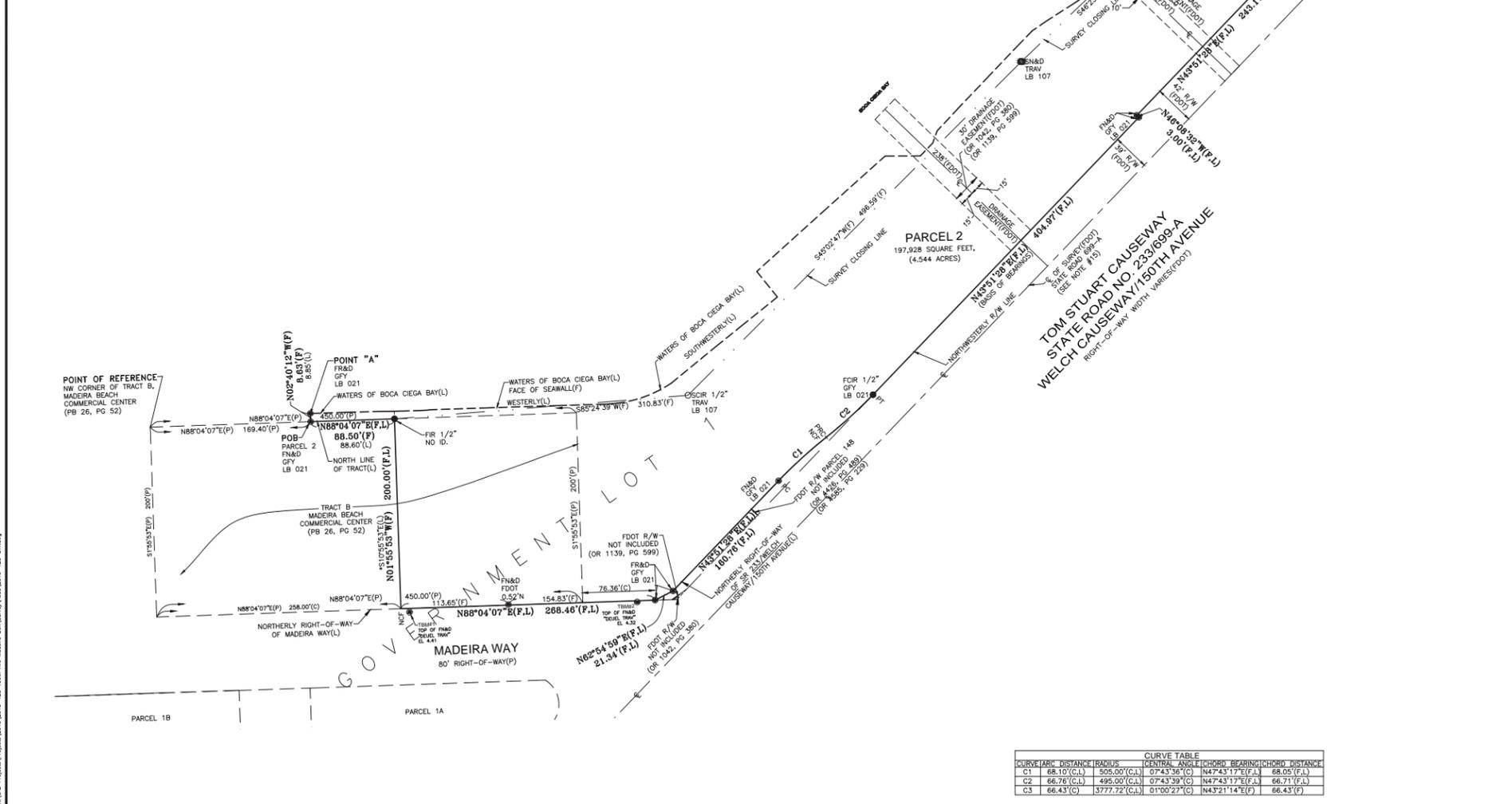
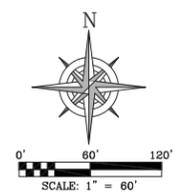
Surveys
Civil Site Plan and Data
Traffic Analysis

LEGEND

A/C	AIR CONDITIONER	NAV88	NORTH AMERICAN VERTICAL DATUM 1988
ACDE	ARMY CORPS & ENGINEERS	NCF	NO CORNER FOUND OR SET
ADA	AMERICANS WITH DISABILITIES ACT	NGS	NATIONAL GEODETIC SURVEY
ASD	ASBESTOS SURFACE	N&D	NAIL AND DISK
B/PD	BACK FLOW PREVENTION DEVICE	NFL	NOT FIELD LOCATED
B/T	BUILDING TIE	NO	NUMBER
C	CURVE - SEE CURVE TABLE	OH	OVERHEAD WIRES
(C)	CALCULATED	ORD	OFFICIAL RECORD BOOK
CB	CATCH BASIN	OR	ORDINANCE
CBW	CONCRETE BLOCK WALL	(P)	PLAT BOOK 26, PAGE 52
CCR	CERTIFIED CORNER RECORD	PB	PLAT BOOK
CHB	CHORD BEARING	PC	POINT OF CURVE
CL	CENTERLINE	PG	PAGE/PAGES
CLF	CHAIN LINK FENCE	PI#	POINT IDENTIFICATION NUMBER
CONC.	CONCRETE	PLP	POWER & LIGHT POLE
C/T	CURB TIE	POB	POINT OF BEGINNING
CTV	CABLE TELEVISION	POL	POINT ON LINE
(D)	DEED	PRC	POINT OF REVERSE CURVE
DB	DEED BOOK	PRM	PERMANENT REFERENCE MONUMENT
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE	PSM	PROFESSIONAL SURVEYOR & MAPPER
EL	ELEVATION	PVC	POLY VINYL CHLORIDE
ELEC.	ELECTRIC	PVCF	POLY VINYL CHLORIDE FENCE
F	FIELD	PT	POINT OF TANGENCY
F/P	FIELD POINT	P/T	PAVEMENT TIE
FCM	FOUND CONCRETE MONUMENT	RCP	REINFORCED CONCRETE PIPE
(FDOT)	FLORIDA DEPARTMENT OF TRANSPORTATION	RCW	RECLAIMED WATER
FF	FINISHED FLOOR ELEVATION	RNG	RANGE
FR	FOUND IRON ROD	R/W	RIGHT-OF-WAY
FR&D	FOUND NAIL AND DISK	S.	SECTION
FR&D	FOUND NAIL AND DISK	SCR	SET CAPPED IRON ROD
FR&D	FOUND NAIL AND DISK	S&O	SET CONCRETE MONUMENT
FR&D	FOUND NAIL AND DISK	SCM	SET CONCRETE MONUMENT
FR&D	FOUND NAIL AND DISK	SN&D	SET PK NAIL AND DISK
FR&D	FOUND NAIL AND DISK	SR	STATE ROAD
FR&D	FOUND NAIL AND DISK	SWFMD	SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FR&D	FOUND NAIL AND DISK	SW/T	SIDEWALK TIE
FR&D	FOUND NAIL AND DISK	TBM	TEMPORARY BENCHMARK
FR&D	FOUND NAIL AND DISK	TOB	TOP OF BANK
FR&D	FOUND NAIL AND DISK	TOS	TOP OF SLOPE
FR&D	FOUND NAIL AND DISK	TYP	TYPICAL
FR&D	FOUND NAIL AND DISK	TWP	TOWNSHIP
FR&D	FOUND NAIL AND DISK	VCP	VITRIFIED CLAY PIPE
FR&D	FOUND NAIL AND DISK	WV	WOOD FENCE
FR&D	FOUND NAIL AND DISK	WF	WATER VALVE

SYMBOL LEGEND

---	BACK FLOW PREVENTION DEVICE	○	LIGHT POLE (METAL)
⊗	BOLLARD	○	LIGHT POLE
⊗	CABLE TV BOX	○	MISCELLANEOUS TREE
⊗	CLEANOUT	○	MONITORING WELL
⊗	CONCRETE LIGHT POLE	○	NAIL AND DISK (SET)
⊗	CONCRETE MONUMENT (FOUND)	○	PAW TREE
⊗	CONCRETE MONUMENT (SET)	○	PK NAIL & DISK (SET)
⊗	CROSS WALK POLE	○	PK NAIL & DISK (FOUND)
⊗	CYPRESS	○	POWER & LIGHT POLE
⊗	ELECTRIC HAND HOLE	○	POWER/UTILITY WOOD POLE
⊗	ELECTRIC METER	○	RAILROAD SAFETY ARM
⊗	ELECTRIC TRANSFORMER	○	RECLAIMED WATER METER
⊗	ELEVATION	○	RECLAIMED WATER VALVE
⊗	ELEVATION BACK OF CURB	○	RED MAPLE
⊗	ELEVATION EDGE OF PAVEMENT	○	SANITARY MANHOLE
⊗	FIRE HYDRANT	○	SANITARY SEWER CLEANOUT
⊗	FPC MANHOLE	○	SIGN
⊗	GAS MARKING (YELLOW PAINT)	○	STORM SEWER MANHOLE
⊗	GAS VALVE	○	TELEPHONE PEDESTAL
⊗	GRATE INLET	○	TEMPORARY BENCHMARK
⊗	GLUE WIRE ANCHOR	○	TRAFFIC SIGNAL JUNCTION BOX
⊗	HANDICAP PARKING SPACE	○	WATER METER
⊗	IRON PIPE (FOUND)	○	WATER VALVE
⊗	IRON ROD (FOUND)	○	WOOD DRAWN
⊗	IRON ROD (SET)	○	
⊗	IRRIGATION CONTROL VALVE	○	
⊗	IRRIGATION WATER VALVE	○	



DESCRIPTION: (PROVIDED BY CLIENT)

Parcel 2: That following described portion of Government Lot 1, in Section 9, Township 31 South, Range 15 East, Pinellas County, Florida, described as follows:

From the Northwest corner of Tract B, MADERA BEACH COMMERCIAL CENTER, recorded in Plat Book 26, page 52, of the public records of Pinellas County, Florida, as a point of reference; thence North 88°04'07" East, along the Northern line of said tract, 169.40 feet to the POINT OF BEGINNING; thence North 01°55'53" East, 8.85 feet to the intersection with the waters of Boca Ciega Bay, said point hereinafter being referred to as Point "A" for convenience; return thence to the POINT OF BEGINNING, thence North 88°04'07" East, along the North line of said tract, 88.60 feet, thence leaving said line "South 10°55'53" East 200.00 feet to an intersection with the Northern right-of-way line of Madeira Way (on 80 foot right-of-way); thence North 88°04'07" East, along said line 268.46 feet to an intersection with the northern right-of-way line of State Road No. 233, also known locally as Welch Causeway or 150th Avenue, thence along right-of-way line by the following 11 courses: 1) North 62°54'59" East, 21.34 feet; 2) North 43°51'28" East, 160.76 feet to a point of curve; 3) Along the arc of a curve to the right, radius 505.00 feet, arc 68.10 feet, chord North 47°43'17" East, 68.05 feet to a point of reverse curve; 4) Along the arc of a curve to the left, radius 495.00 feet, arc 66.76 feet, chord North 47°43'17" East, 66.71 feet to a point of tangency; 5) North 43°51'28" East, 404.87 feet; 6) North 46°08'32" West, 3.00 feet; 7) North 43°51'28" East, 243.17 feet, to a point of curve; 8) Along the arc of a curve to the left, radius 377.72 feet, arc 498.10 feet, chord North 40°07'53" East, 491.76 feet to the point of reverse curve; 9) Along the arc of a curve to the right, radius 3861.72 feet, arc 81.14 feet, chord North 36°59'46" East, 81.14 feet; 10) North 52°24'07" West, 58.00 feet to a point on a curve; 11) Along the arc of a curve to the right, concave to the Southwest, radius 3919.72 feet, arc 85.85 feet, chord North 38°17'28" East, 85.85 feet, thence leaving said line North 46°08'32" West, 38.84 feet to the aforementioned waters of Boca Ciega Bay; thence Southwesterly and Westerly along bed waters and binding thereunto to the aforementioned Point "A", LESS AND EXCEPT any point thereof lying within Order of Taking recorded in Official Records Book 1042, page 380, as amended by Order recorded in Official Records Book 1139, page 599, and Order recorded in Official Records Book 1691, page 514, all of the public records of Pinellas County, Florida; ALSO LESS AND EXCEPT those lands deeded to the City of Madeira Beach, Florida, a political subdivision of the State of Florida by Warranty Deed recorded in Official Records Book 13043, page 496 of the public records of Pinellas County, Florida; ALSO LESS AND EXCEPT any part thereof lying within the lands described in Order of Taking recorded in Official Records Book 4426, page 489, as amended by Supplemental Order of Taking as to Parcel 148, recorded in Official Records Book 4585, page 229, both of the public records of Pinellas County, Florida.

* = APPARENT SCRIVENER'S ERROR, South 10°55'53" East should read South 01°55'53" East
 ** = "ALSO LESS AND EXCEPT" PARCEL REFERENCED INCLUDES THE SUBJECT PARCEL

- SURVEYOR'S REPORT:**
- BEARINGS ARE BASED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 233/WELCH CAUSEWAY/150TH AVENUE, BEING N43°51'28"W PER DESCRIPTION PROVIDED.
 - THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (51-17 FAC), IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THIS STANDARD.
 - SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.
 - NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND UTILITIES, ENCROACHMENTS, IMPROVEMENTS, STRUCTURES OR FOUNDATIONS. UNDERGROUND UTILITY LINE LOCATIONS (IF SHOWN HEREON) ARE BASED UPON UTILITY PROVIDER ATLAS AND VISIBLE SURFACE EVIDENCE.
 - RE-USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE TO WHOM CERTIFIED.
 - ALL FOUND POINTS ARE UNMARKED UNLESS OTHERWISE NOTED. ALL PERIMETER BEARINGS AND DISTANCES ARE ALSO FIELD MEASURED UNLESS NOTED.
 - THIS SURVEY IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
 - THE SITE APPEARS TO BE IN FLOOD ZONE AE (EL. 10 & EL. 11), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP 12103C0191G, COMMUNITY NUMBER 125127, EFFECTIVE DATE SEPTEMBER 3, 2003. DEUEL & ASSOCIATES AND THE SIGNING SURVEYOR, HEREON ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS DETERMINATION. THE AUTHOR OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS SHOULD BE CONTACTED PRIOR TO ANY JUDGMENTS BEING MADE FROM THIS INFORMATION. THE ABOVE REFERENCED MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM AND THAT BASE FLOOD ELEVATION (BFEs) SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THEREFORE MAY NOT EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE STUDY (FIS) REPORT". THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY.
 - ANY ZONING INFORMATION SHOWN OR NOTED HEREON IS BASED ON INFORMATION AVAILABLE DURING THE PREPARATION OF THE SURVEY. THIS INFORMATION SHOULD BE VERIFIED WITH THE GOVERNING AUTHORITY PRIOR TO ANY DETERMINATIONS OR DESIGN.
 - SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THIS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
 - UNLESS OTHERWISE INDICATED, THE PROPERTY DESCRIPTION AND EASEMENTS SHOWN WERE FURNISHED TO DEUEL & ASSOCIATES AND ARE PRESUMED TO BE CORRECT. NO SEARCH OF ANY PUBLIC RECORDS FOR EASEMENTS, DEEDS, ETC., WAS PERFORMED BY THIS FIRM FOR THE COMPLETION OF THIS SURVEY AND THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.
 - ELEVATIONS ARE BASED ON NGS BENCHMARK "210 FLHD" (PID# AC0118) HAVING AN ELEVATION OF 20.84 FEET NORTH AMERICAN VERTICAL DATUM 1988 (NAV88).
 - TREES 4" IN DIAMETER AND LARGER HAVE BEEN LOCATED WITH COMMON NAME AND APPROXIMATE DIAMETER BREST HIGH. SMALLER TREES, NON-PROTECTED SPECIES (INCLUDING ORNAMENTALS) AND TREES WITHIN JURISDICTIONAL AREAS (IF ANY) HAVE NOT BEEN LOCATED. TREES BY NATURE ARE IRREGULAR IN SIZE AND SHAPE. EVERY EFFORT IS MADE TO ACCURATELY LOCATE TREES. THE TREE LOCATION IS THE CENTER OF THE TREE. THIS LOCATION MAY BE DIFFERENT IF LOCATED FROM A DIFFERENT DIRECTION. ALL TREE LOCATIONS SHOULD BE FIELD CHECKED IF CRITICAL TO DESIGN.
 - STATE ROAD RIGHT-OF-WAY INFORMATION SHOWN HEREON WAS TAKEN FROM THE STATE OF FLORIDA STATE ROAD DEPARTMENT (NOW KNOWN AS FLORIDA DEPARTMENT OF TRANSPORTATION) RIGHT OF WAY MAP FOR ROAD NO. S.R. 699-A, SECTION 15100-2150 DATED 3-10-58, LAST REVISED ON 7-16-61.
 - THIS SURVEY IS BASED ON U.S. FEET.
 - THE SUBJECT PARCEL CONTAINS 197,928 SQUARE FEET, (4.544 ACRES) MORE OR LESS.

CURVE TABLE

CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	68.10'(C.L)	505.00'(C.L)	07°43'39"(C)	N47°43'17"E(F.L)	68.05'(F.L)
C2	66.76'(C.L)	495.00'(C.L)	07°43'39"(C)	N47°43'17"E(F.L)	66.71'(F.L)
C3	66.43'(C)	3777.72'(C.L)	01°00'27"(C)	N43°21'14"E(F.L)	66.43'(F.L)

REV.#	DESCRIPTION	DATE	BY

DEUEL & ASSOCIATES
 CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
 CLEARWATER, FL 33764
 PH 727.922.4151 FAX 727.851.7295
 WWW.DEUELENGINEERING.COM

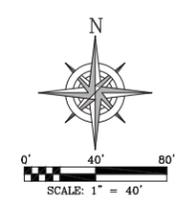
CERTIFICATE OF AUTHORIZATION NUMBER 26320
 LICENSED BUSINESS NUMBER 107

BOUNDARY AND TOPOGRAPHIC SURVEY
 200-420 150TH AVE AND
 15015 MADEIRA WAY, MADEIRA BEACH, FLORIDA
 CITY OF MADEIRA BEACH

PREPARED FOR:
 WILLIAM KARNS ENTERPRISES
 288 107TH AVENUE, SUITE #300
 TREASURE ISLAND, FL 33706

WORK ORDER NO. 2015-128
 DRAWN BY: DES/LKC
 FIELD DATE: 10/12/2015
 SCALE: 1" = 60'
 SHEET NO. 1 OF 4

DANA A. WYLLIE
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA, LS 5874



LEGEND

A/C	AIR CONDITIONER	No.	NUMBER
ADA	AMERICANS WITH DISABILITIES ACT	OH	OVERHEAD WIRES
BFPD	DETECTABLE SURFACE	OR	OFFICIAL RECORD BOOK
CB	BACK FLOW PREVENTION DEVICE	ORD	ORDINANCE
(C)	CALCULATED	(P)	PLAT BOOK 26, PAGE 52
CBW	CATCH BASIN	PB	PLAT BOOK
CL	CONCRETE BLOCK WALL	PC	POINT OF CURVE
CLF	CENTERLINE	PG	PAGE/PAGES
CL#	CHAIN LINK FENCE	PI#	POINT IDENTIFICATION NUMBER
CI	CURB INLET	PL	PLANTS/PLANTER
CIP	CAST IRON PIPE	POB	POINT OF BEGINNING
CONC.	CONCRETE	POL	POINT ON LINE
C/T	CURB TIE	PRC	POINT OF REVERSE CURVE
CTV	CABLE TELEVISION	PRM	PERMANENT REFERENCE MONUMENT
(D)	DEED	PSM	PROFESSIONAL SURVEYOR & MAPPER
DB	DEED BOOK	PVC	POLY VINYL CHLORIDE
DRCP	ELLIPTICAL REINFORCED CONCRETE PIPE	PVCF	POLY VINYL CHLORIDE FENCE
EP	EDGE OF PAVEMENT	PT	POINT OF TANGENCY
EL	ELEVATION	P/T	PAVEMENT TIE
(F)	FIELD	RCP	REINFORCED CONCRETE PIPE
F.	FOUND	RCW	RECLAIMED WATER
FCR	FOUND CAPPED IRON ROD	RLS	REGISTERED LAND SURVEYOR
FCM	FOUND CONCRETE MONUMENT	RNG.	RANGE
(FDOT)	FLORIDA DEPARTMENT OF TRANSPORTATION	R/W	RIGHT-OF-WAY
FTE	FINISHED FLOOR ELEVATION	SEC.	SECTION
FIP	FOUND IRON PIPE	SAN.	SANITARY
FR	FOUND IRON ROD	SCR	SET CAPPED IRON ROD
FN&D	FOUND NAIL AND DISK	SCO	SANITARY CLEAN-OUT
FPC	FLORIDA POWER CORPORATION (NOW KNOWN AS DUKE ENERGY)	SCM	SET CONCRETE MONUMENT
FR&D	FOUND RIVET AND DISK	SN&D	SET PK NAIL AND DISK
F/T	FENCE TIE	SW/T	SET WALK TIE
FPP	FOUND PINCHED IRON PIPE	TBM	TEMPORARY BENCHMARK
GI	GRATE INLET	TOB	TOP OF BANK
GI	GRATE INLET	TOS	TOP OF SLOPE
ID.	IDENTIFICATION	TYP	TYPICAL
INV.	INVERT	TWP.	TOWNSHIP
(L)	LEGAL DESCRIPTION PROVIDED	VCP	VITRIFIED CLAY PIPE
(L1)	LEGAL DESCRIPTION OR 15590, PG 1967	W	WOOD FENCE
(L2)	LEGAL DESCRIPTION OR 12187, PG 824		
(L3)	LEGAL DESCRIPTION OR 10358, PG 25		
LB	LICENSED BUSINESS		
(M)	MEASURED		
MANHOLE	MANHOLE		
NAVDB88	NORTH AMERICAN VERTICAL DATUM 1988		
NGS	NATIONAL GEODETIC SURVEY		

	ASPHALT
	BRICK PAVERS
	CONCRETE

SYMBOL LEGEND

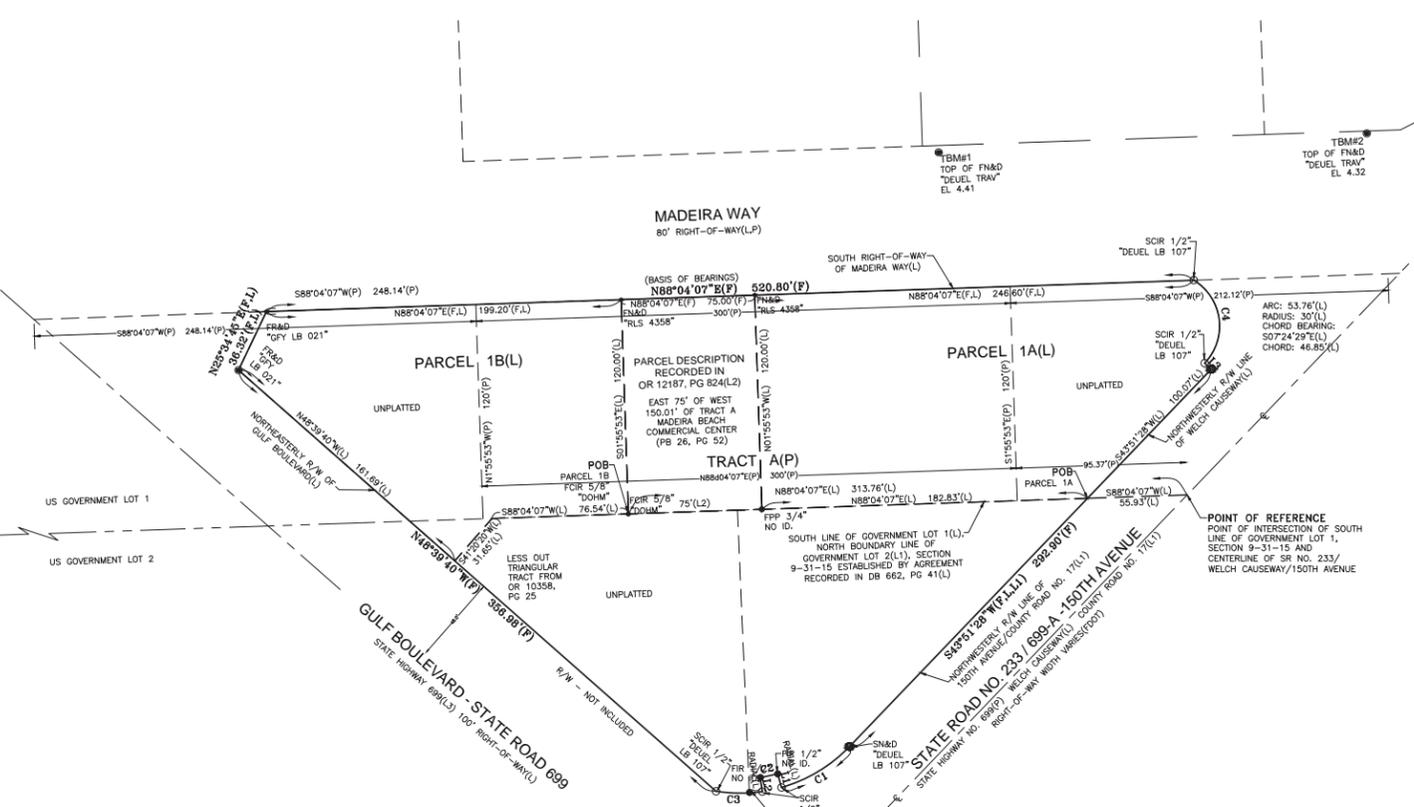
	BACK FLOW PREVENTION DEVICE		LIGHT POLE (METAL)
	BOLLARD		MISCELLANEOUS WELL
	CABLE TV BOX		MONITORING WELL
	CLEANOUT		OAK TREE
	CONCRETE LIGHT POLE		PALM TREE
	CONCRETE MONUMENT (FOUND)		PAVING SPACES
	CROSS WALK POLE		PINE TREE
	ELECTRIC HAND HOLE		PK NAIL & DISK (SET)
	ELECTRIC METER		PK NAIL & DISK (FOUND)
	ELECTRIC OUTLET		POWER & LIGHT POLE
	ELECTRIC TRANSFORMER		POWER/UTILITY WOOD POLE
	ELEVATION		RAILROAD SAFETY ARM
	ELEVATION BACK OF CURB		RECLAIMED WATER METER
	ELEVATION EDGE OF PAVEMENT		RECLAIMED WATER VALVE
	FIRE HYDRANT		SANITARY MANHOLE
	GAS MARKER POST		SANITARY SEWER CLEANOUT
	GAS MARKING (YELLOW PAINT)		SIGN
	GAS VALVE		STORM SEWER MANHOLE
	GRATE INLET		TELEPHONE SIGN (UNDERGROUND)
	OUT WIRE ANCHOR		TELEPHONE PEDIESTAL
	HANDICAP PARKING SPACE		TEMPORARY BENCHMARK
	IRON PIPE (FOUND)		TRAFFIC SIGNAL JUNCTION BOX
	IRON ROD (FOUND)		WATER METER
	IRON ROD (SET)		WATER VALVE
	IRRIGATION CONTROL VALVE		X-CUT (FOUND)
	IRRIGATION WATER VALVE		CROSS WALK POLE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N15°48'31"W(L)	8.00(L)
L2	S89°22'03"E	8.00(L)
L3	S46°08'32"E(L)	5.00(L)

CURVE TABLE

CURVE	ARC DISTANCE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C1	45.00'	85.00'	307°19'59"	S59°01'29"W	44.48'
C2	10.00'	177.00'	07°49'28"	S77°44'43"W	9.99'
C3	26.34'	85.00'	17°33'12"	N88°32'27"W	25.94'
C4	53.69'	100.00'	102°33'08"	S07°24'41"E	46.81'



DESCRIPTION: PROVIDED BY CLIENT(L)

PARCEL 1A:
From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 462, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South 88°04'07" West, along the South line of said Government Lot 1, a distance of 55.93 feet to an intersection with a Northwesterly right-of-way line of said Welch Causeway and the POINT OF BEGINNING; thence continue South 88°04'07" West, along the South line of said Government Lot 1, a distance of 182.83 feet; thence leaving said South line, North 01°25'53" West, 120.00 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said South right-of-way of Madeira Way, 246.60 feet to a point on a curve; thence along the arc of a curve to the right, concave to the West, radius 30 feet, arc 53.76 feet, chord South 07°24'29" East, 46.85 feet to the end of said curve; thence South 46°08'32" East, 5.00 feet to an intersection with the aforementioned Northwesterly right-of-way line of said Welch Causeway; thence South 43°51'28" West, along the Northwesterly right-of-way line of said Welch Causeway, 100.07 feet to the aforementioned POINT OF BEGINNING.

PARCEL 1B:
From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 462, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South 88°04'07" West, along the South line of said Government Lot 1, a distance of 313.76 feet to the POINT OF BEGINNING; thence continue South 88°04'07" West, along the South line of said Government Lot 1, a distance of 76.54 feet; thence leaving said South line, South 41°20'20" West, 31.65 feet to an intersection with the Northwesterly right-of-way of Gulf Boulevard (State Road No. 699, a 100 foot right-of-way); thence North 48°39'40" West, along said Northwesterly right-of-way of Gulf Boulevard, 181.89 feet; thence leaving said Northwesterly right-of-way of Gulf Boulevard, North 29°34'45" East, 36.32 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said South right-of-way of Madeira Way, 199.20 feet; thence leaving said South right-of-way, South 01°55'53" East, 120.00 feet to the aforementioned POINT OF BEGINNING.

- SURVEYOR'S REPORT:**
- BEARINGS ARE BASED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 233/WELCH CAUSEWAY/150TH AVENUE, BEING S43°51'28"W PER LEGAL DESCRIPTION RECORDED IN OR 15590, PG 1967, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
 - THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (S&T FAC), IS "COMMERCIAL/HIGH RISK", THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET, THIS SURVEY EXCEEDS THIS STANDARD.
 - SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL WRAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.
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 - ALL FOUND POINTS ARE UNMARKED UNLESS OTHERWISE NOTED. ALL PERIMETER BEARINGS AND DISTANCES ARE ALSO FIELD MEASURED UNLESS NOTED.
 - THIS SURVEY IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
 - THE SITE APPEARS TO BE IN FLOOD ZONE AE (EL. 11), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP 1210300191G, COMMUNITY NUMBER 125127, EFFECTIVE DATE SEPTEMBER 3, 2003. DEUEL & ASSOCIATES AND THE SIGNING SURVEYOR HEREOF ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS DETERMINATION. THE AUTHOR OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS SHOULD BE CONTACTED PRIOR TO ANY JUDGMENTS BEING MADE FROM THIS INFORMATION. THE ABOVE REFERENCED MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM" AND THAT BASE FLOOD ELEVATIONS (BFE) SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THEREFORE MAY NOT EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE STUDY (FIS) REPORT. THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY.
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 - SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
 - UNLESS OTHERWISE INDICATED, THE PROPERTY DESCRIPTION AND EASEMENTS SHOWN WERE FURNISHED TO DEUEL & ASSOCIATES AND ARE PRESUMED TO BE CORRECT. NO SEARCH OF ANY PUBLIC RECORDS, FOR EASEMENTS, DEEDS, ETC., WAS PERFORMED BY THIS FIRM FOR THE COMPLETION OF THIS SURVEY AND THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.
 - ELEVATIONS ARE BASED ON NGS BENCHMARK "210 FLHD" (PID# A00118) HAVING AN ELEVATION OF 20.84 FEET NORTH AMERICAN VERTICAL DATUM 1988 (NAV D 88).
 - TREES 4" IN DIAMETER AND LARGER HAVE BEEN LOCATED WITH COMMON NAME AND APPROXIMATE DIAMETER BREAST HIGH. SMALLER TREES, NON-PROTECTED SPECIES (INCLUDING ORNAMENTALS) AND TREES WITHIN JURISDICTIONAL AREAS (IF ANY) HAVE NOT BEEN LOCATED. TREES BY NATURE ARE BRISTOLY IN SIZE AND SHAPE. EVERY EFFORT IS MADE TO ACCURATELY LOCATE TREES. THE TREE LOCATION IS THE CENTER OF THE TREE. THIS LOCATION MAY BE DIFFERENT IF LOCATED FROM A DIFFERENT DIRECTION. ALL TREE LOCATIONS SHOULD BE FIELD CHECKED IF CRITICAL TO DESIGN.
 - STATE ROAD RIGHT-OF-WAY INFORMATION SHOWN HEREON WAS TAKEN FROM THE STATE OF FLORIDA STATE ROAD DEPARTMENT (NOW KNOWN AS FLORIDA DEPARTMENT OF TRANSPORTATION) RIGHT OF WAY MAP FOR ROAD NO. S.R. 699-A, SECTION 15100-2150 DATED 3-10-86, LAST REVISED ON 7-16-81.
 - THIS SURVEY IS BASED ON U.S. FEET.
 - THE SUBJECT PARCEL CONTAINS 92,504 SQUARE FEET, (2.124 ACRES) MORE OR LESS.

REV.#	DESCRIPTION	DATE	BY

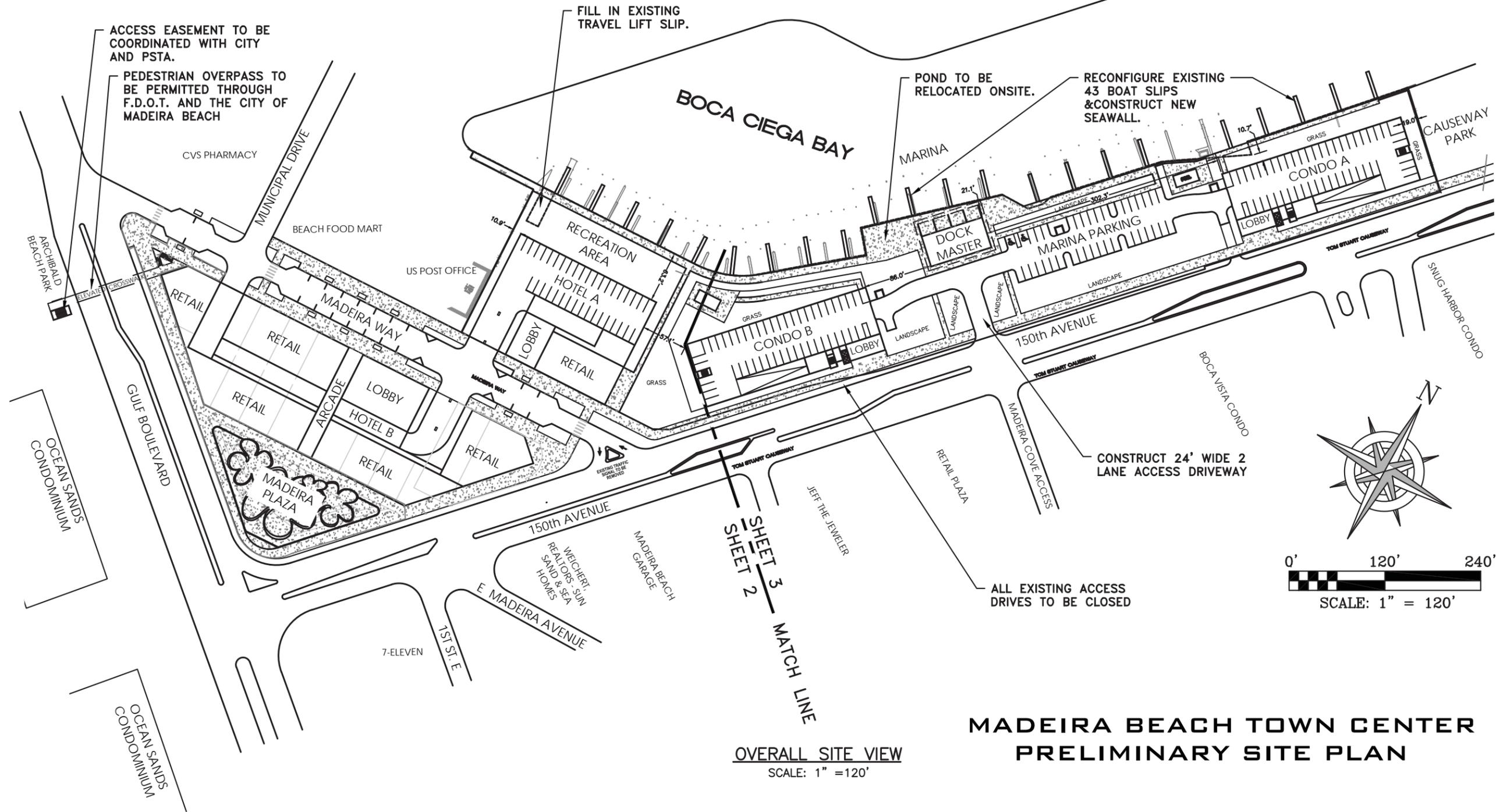
DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PH 727.822.4151 FAX 727.821.7295
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

BOUNDARY AND TOPOGRAPHIC SURVEY
15000 - 15042 MADEIRA WAY
MADEIRA BEACH, FLORIDA

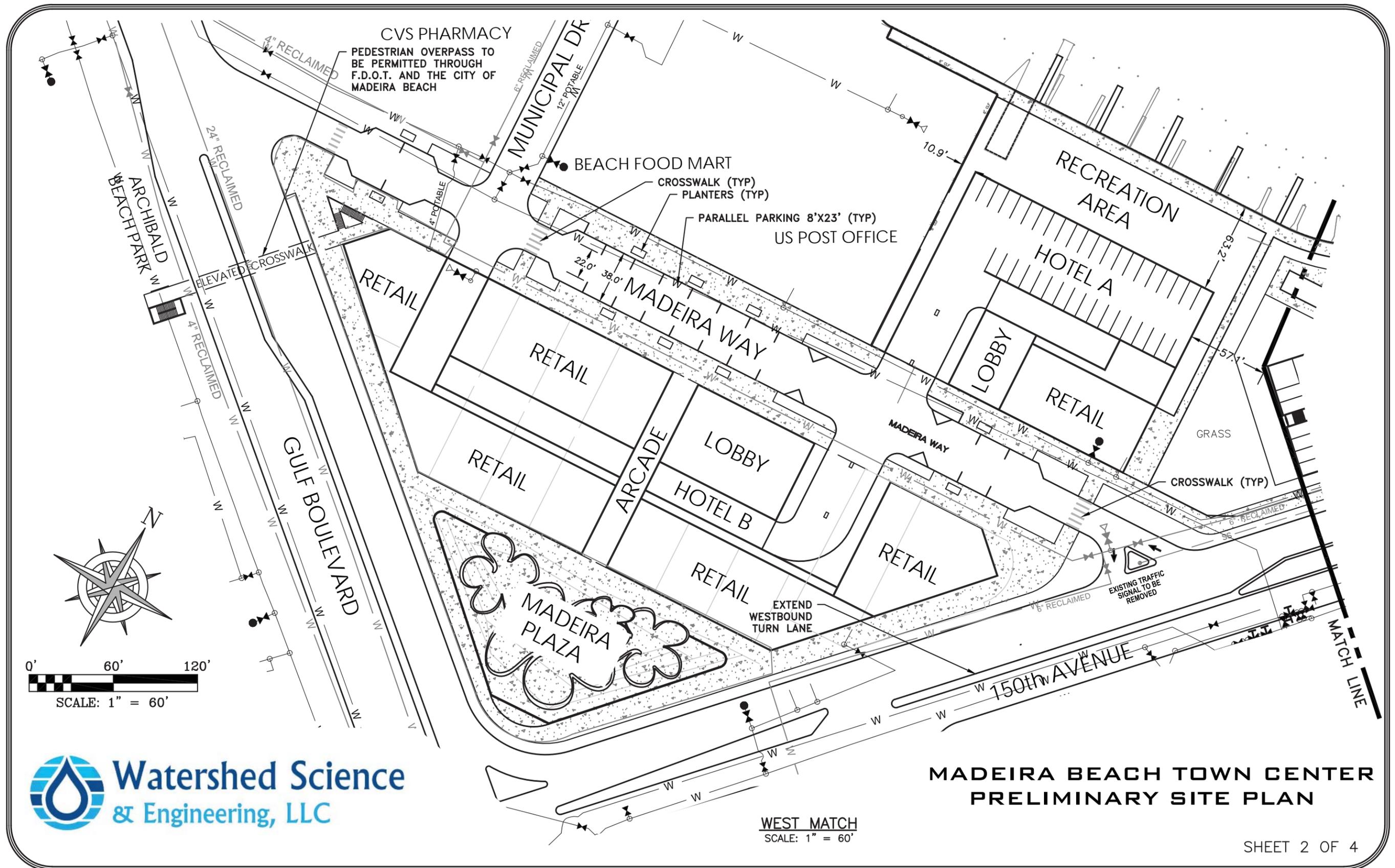
PREPARED FOR:
WILLIAM KARNS ENTERPRISES
286 107TH AVENUE, SUITE #300
TREASURE ISLAND, FL 33708

WORK ORDER NO.	2015-128
DRAWN BY:	LKC
FIELD DATE:	2/09/2016
SCALE:	1" = 40'
SHEET NO.	1 OF 2



OVERALL SITE VIEW
SCALE: 1" = 120'

**MADEIRA BEACH TOWN CENTER
PRELIMINARY SITE PLAN**

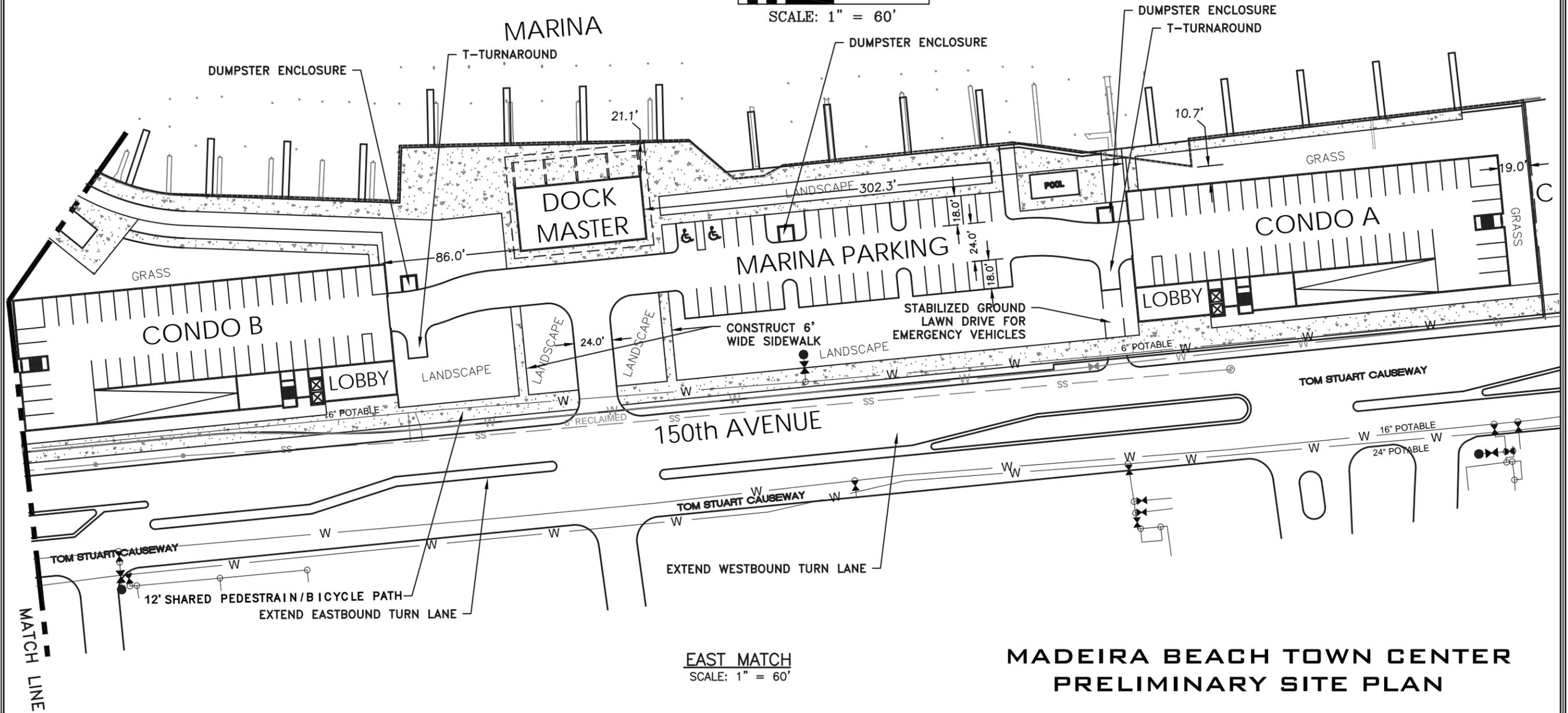


**MADEIRA BEACH TOWN CENTER
PRELIMINARY SITE PLAN**

SHEET 2 OF 4



0' 60' 120'
SCALE: 1" = 60'



EAST MATCH
SCALE: 1" = 60'

**MADEIRA BEACH TOWN CENTER
PRELIMINARY SITE PLAN**

SHEET 3 OF 4

SITE DATA

HOTEL A

ROOMS: 180	<u>PARKING REQUIRED:</u> 1 SP/ROOM = 180
RETAIL SPACE: 3,000 SF	3 SP/2,000 SF = 4
RESTAURANT SPACE: ___ SEATS	1 SP/4 SEATS =
PARKING PROVIDED: 210 SPACES	TOTAL REQUIRED =

HOTEL B

ROOMS: 250	<u>PARKING REQUIRED:</u> 1 SP/ROOM = 250
RETAIL SPACE: 28,000 SF	3 SP/2,000 SF = 42
RESTAURANT SPACE: ___ SEATS	1 SP/4 SEATS =
PARKING PROVIDED: 400 SPACES	TOTAL REQUIRED =

CONDO A

UNITS: 45	<u>PARKING REQUIRED:</u> 2 SP/UNIT = 90
PARKING PROVIDED: 95 SPACES	TOTAL REQUIRED = 90

CONDO B

UNITS: 45	<u>PARKING REQUIRED:</u> 2 SP/UNIT = 90
PARKING PROVIDED: 95 SPACES	TOTAL REQUIRED = 90

MARINA

RETAIL SPACE: 4,000 SF	<u>PARKING REQUIRED:</u> 3 SP/2,000 SF = 6
RESTAURANT SPACE: ___ SEATS	1 SP/4 SEATS =
PARKING PROVIDED: 39 SPACES	
DOCK SLIPS: 43	
	TOTAL REQUIRED =

<u>OVERALL PROJECT SUMMARY & SITE DATA:</u>	<u>EXISTING</u>	<u>PROPOSED</u>
TOTAL BUILDING AREA	= 62,904 SF(21.7%)	130,729 SF(45.0%)
TOTAL ASPHALT/CONC.	= 173,003 SF(59.5%)	81,171 SF(27.9%)
TOTAL IMPERVIOUS AREA	= 235,907 SF(81.2%)	211,900 SF(72.9%)
TOTAL GREEN AREA	= 54,525 SF(18.8%)	78,532 SF(27.4%)
TOTAL PROJECT AREA	=	290,432 SF (6.67 AC)

OVERALL SITE IMPERVIOUS SURFACE RATIO: 0.73



**MADEIRA BEACH TOWN CENTER
PRELIMINARY SITE PLAN**

SHEET 4 OF 4

**FDOT PERMIT TRAFFIC ANALYSIS
FOR
MADEIRA BEACH TOWN CENTER
TOM STUART CAUSEWAY/MADEIRA WAY
MADEIRA BEACH, FL**

**PREPARED FOR:
MADEIRA BEACH DEVELOPMENT COMPANY, LLC**

**PREPARED BY:
GULF COAST CONSULTING, INC.
FEBRUARY 2016
PROJECT # 16-006**

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- 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
FEB 18 2016
FL P.E. No. 14663**

I. INTRODUCTION

The applicant proposes to improve its property located on the north side of Tom Stuart Causeway (SR 666 / 150th Avenue) at Madeira Way and the west side of Madeira Way in the City of Madeira Beach (See Figure 1) The property is currently developed with various retail uses, a marina, and surface parking lots with multiple driveways to Tom Stuart Causeway as well as Madeira Way. The applicant intends to redevelop the property with a 180 room hotel, a 250 room hotel, each containing ancillary ground floor retail space, and 90 condominium units in multiple buildings, with associated parking. The potential improvements include consolidation of access points, removal of the traffic signal at Madeira Way, access connection with a turn lane at the median opening serving the site and Madeira Cove Condominiums, and modifying turn lanes within 150th Avenue. This traffic analysis was prepared to evaluate the traffic impacts at the driveways and to aid in driveway/ turn lane design. A pre-application meeting was held with FDOT in February 2016.

II. EXISTING CONDITIONS

The Tom Stuart Causeway (SR 666) is a four-lane divided arterial roadway with a posted speed of 40 MPH (45 MPH design speed) and is controlled by traffic signals at Madeira Way and Gulf Boulevard 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 multiple locations shown below on February 2, 2016. Weather conditions were excellent with a high temperature of 79 degrees and sunshine.

- Gulf Boulevard / Madeira Way (signal)
- Tom Stuart Causeway (SR 666/150th Ave.) / Gulf Boulevard (signal)
- Tom Stuart Causeway (SR 666/150th Ave)/ Madeira Way (signal)
- Tom Stuart Causeway (SR 666/150th Ave.)/ Directional Median opening serving retail plaza
- Tom Stuart Causeway (SR 666/ 150th Ave.) / Full Median opening serving Madeira Cove
- Tom Stuart Causeway (SR 666/150th Ave.) / Full Median opening serving Boca Vista

These counts were seasonally adjusted to peak season equivalents using FDOT seasonal adjustment factors. Intersection analysis was performed using the HCS software. The existing (2016) peak hour traffic volumes are shown in Figure 2, the intersection operations are shown below in Table 1 and the HCS printouts are included in Appendix A.

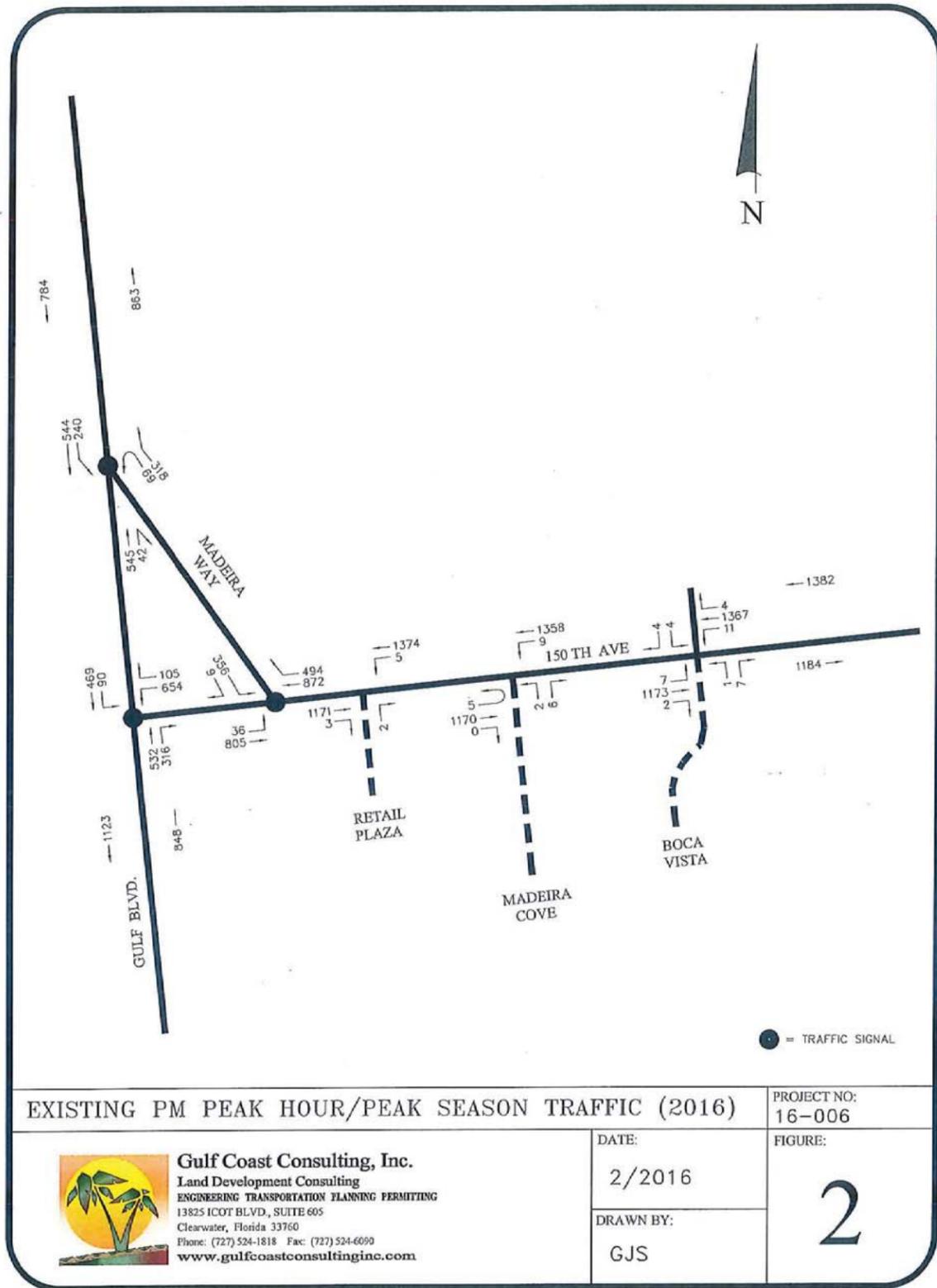
Table 1 – Existing Intersection Conditions (2016)

Intersection Location	Type	PM Peak Hour LOS	Ave. Delay (sec/veh)
Gulf Blvd / Madeira Way	Signal	A	9.2
150 th Ave / Gulf Blvd.	Signal	C	22.9
150 Ave / Madeira Way	Signal	B	11.8
150 th Ave / Directional Opening Retail	Unsignalized	B/B	12.5 / 13.3
150 th Avenue / Madeira Cove	Unsignalized	B/C	12.2 / 16.4
150 th Avenue / Boca Vista	Unsignalized	B/C	12.7 / 16.0

B/C = LOS of SR 666 left turn / LOS of side street approach



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Tom Stuart Causeway (SR 666/150th Avenue) is a 4-lane divided arterial roadway and is controlled by traffic signals at Madeira Way and Gulf Boulevard. These traffic signals are closely spaced and do not meet FDOT signal spacing criteria. 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 2,566 vehicles during the PM peak hour which represents LOS C on a 4-lane divided roadway.

Gulf Boulevard (SR 699) is a 4-lane divided arterial roadway with a posted speed of 35 MPH and is controlled by traffic signals at Madeira Way and 150th Avenue. Gulf Boulevard is considered a Class II arterial due to the lower posted speed. Gulf Boulevard north of Madeira Way carries 1,647 vehicles during the PM peak hour which represents LOS D conditions. Gulf Boulevard south of 150th Avenue carries 1,971 vehicles during the PM peak hour which represents LOS D conditions.

III. FUTURE CONDITIONS WITH DEVELOPMENT

Traffic impacts from the recently proposed Holiday Isle Marina (Holton) project on the south side of Tom Stuart Causeway east of this property was included as background traffic to evaluate the cumulative effects of both redevelopments. The Holiday Isle project is expected to generate 3,548 daily trips with 289 trips occurring during the PM peak hour. Of these 202 are expected to travel to/from the mainland over the drawbridge, and 87 are expected to impact the study area for Madeira Beach Town Center. This traffic volume was added to the existing counts to consider the impact of Holiday Isle.

Trip generation estimates of the additional traffic caused by the proposed Madeira Beach Town Center development were made using ITE Trip Generation, 9th Edition rates.

Table 2 – Trip Generation Estimates

Land Use	Amount	ITE LUC	Daily Trips	PM Peak (in/out)
High-Rise Condo "A"	45 units	232	188	17 (10/7)
High-Rise Condo "B"	45 units	232	188	17 (10/7)
Hotel	180 rooms	310	1471	108 (55/53)
Hotel	250 rooms	310	2042	150 (77/73)
Total			3,889	292 (152/142)

The additional traffic caused by the development is expected to be 3,889 daily trips of which 292 would occur during the PM peak hour (152 entering/142 exiting) This would classify as a Category "D" permit application with FDOT. Based on pre-application meetings with FDOT, substantial access management improvements are proposed. These include removing the traffic signal at Madeira Way, and constructing a turn lane at the Madeira Cove median opening which will also serve the project condominiums. In addition, converting Madeira Way into right-in/right out access at the Tom Stuart Causeway intersection, lengthening left turn lanes, and providing an eastbound left turn lane at the project access aligning with Madeira Cove is proposed. These changes will create U-turns and a redistribution of existing traffic. This will provide median opening separation to better conform to FDOT access management criteria.

Project traffic was distributed to the surrounding roadway system based on the following percentages.

- 10% north on Gulf Boulevard (SR 699)
- 20% south on Gulf Boulevard (SR 699)
- 70% east on SR 666 (Tom Stuart Causeway)

Project generated traffic is shown in Figure 3.

The intersections were reanalyzed considering the project traffic, median opening modifications, the removal of a traffic signal and revised access points. The expected future traffic volumes are shown in Figure 4, intersection conditions are shown in Table 3, and the HCS printouts are included in Appendix B.

Table 3 – Future Intersection Conditions

Intersection Location	Type	PM Peak Hour LOS	Ave. Delay (sec/veh)
Gulf Blvd / Madeira Way	Signal	B	11.1
150 th Ave / Gulf Blvd.	Signal	C	25.8
150 Ave / Madeira Way (RIRO)	Unsignalized	C* (SBRT)	16.1
150 th Ave / Directional Opening Retail	Unsignalized	B/B*	13.9/14.4
150 th Avenue / Madeira Cove	Unsignalized	C/E*	16.5/47.0
150 th Avenue / Boca Vista	Unsignalized	B/C*	14.1/16.7
Madeira Way / Hotel Driveways	Unsignalized	A/D*	8.6/30.6

B/C = LOS of SR 666 left turn / LOS of side street approach

The adjacent segment of SR 666 would continue to operate at LOS C with volume increasing to 2,863 vehicles during the PM peak hour. This represents an acceptable level of service.

The segment of Gulf Boulevard north of Madeira Way would carry 1,706 vehicles during the PM peak hour which represents LOS D conditions. Gulf Boulevard south of 150th Avenue would carry 2,084 vehicles during the PM peak hour which represents LOS D conditions.

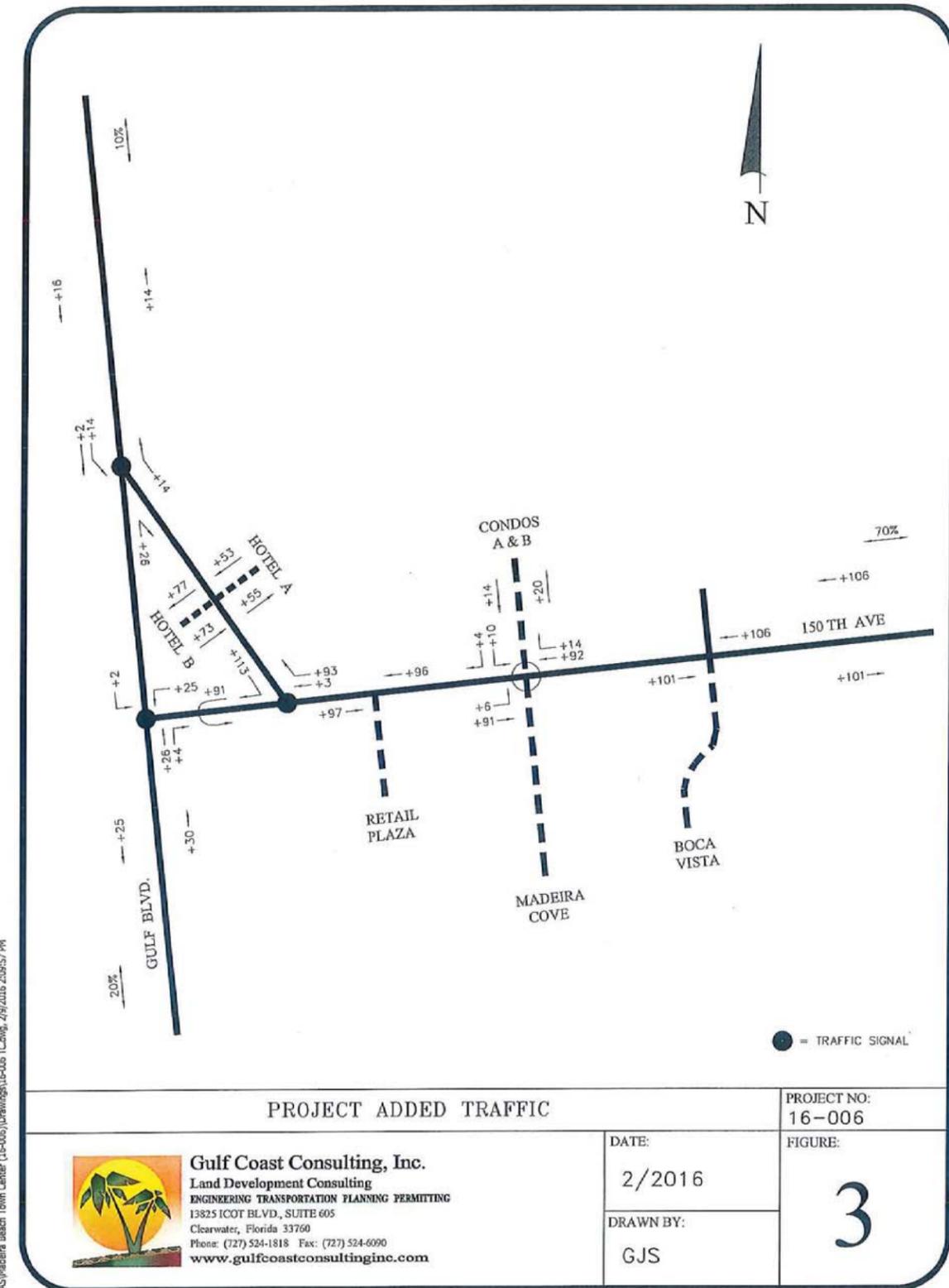
IV. CONCLUSIONS AND RECOMMENDATIONS

The proposed development of this property to contain condominiums, and hotels with ancillary ground floor retail space is expected to generate 3,889 daily trips and an additional 292 PM peak hour trips. With the impacts of the proposed development all affected intersections and roadway segments would continue to operate at acceptable levels of service.

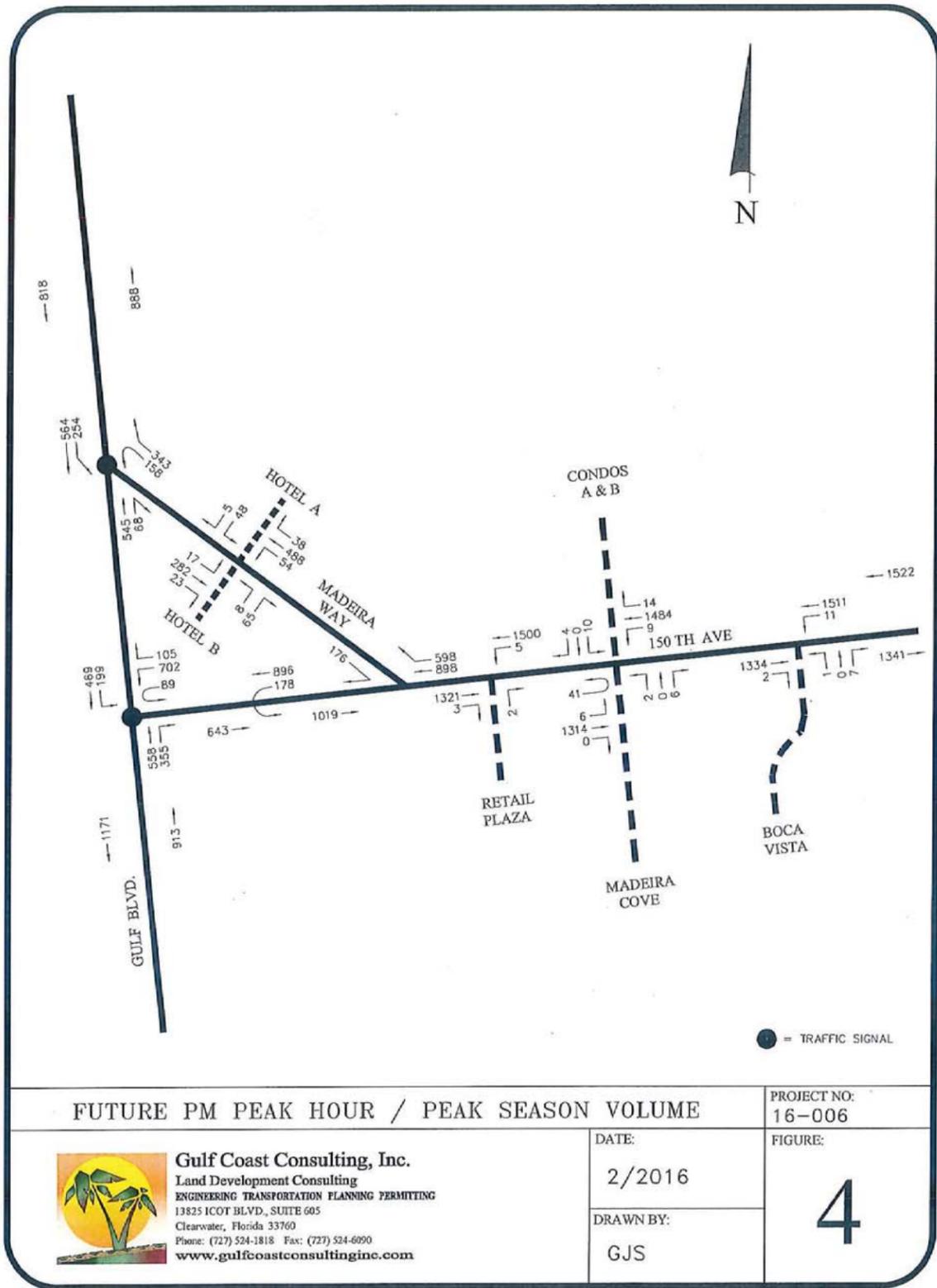
The following access management improvements are recommended:

Tom Stuart Causeway (150th Avenue) / Madeira Way – Remove traffic signal, install raised median in 150th Avenue, permit right turn only into/from Madeira Way.

Tom Stuart Causeway (150th Avenue) / Median Opening at 1st Street E. – Extend the westbound left turn lane past Madeira Way to contain 150 feet of queue storage plus 185 feet of deceleration distance per FDOT Index # 301 for a 45 MPH design speed.



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Tom Stuart Causeway (150th Avenue) / Madeira Cove Median Opening – Construct an eastbound left turn lane into Madeira Beach Town Center access. Construct driveway with 2 exiting lanes to separate left and right turns. The eastbound left turn lane should include 50 feet of queue storage plus 185 feet of deceleration distance per FDOT Index # 301. Due to distance constraints a design exception for deceleration distance may be needed from FDOT. The westbound left turn lane should contain 50 feet queue storage plus 185 feet deceleration distance per FDOT Index #301. This requires lengthening the existing left turn lane and removal of landscaping area.

Tom Stuart Causeway / Boca Vista Median Opening – Extend the westbound left turn lane to include 50 feet of queue storage plus 185 feet of deceleration distance per FDOT Index #301. This requires lengthening the existing left turn lane and removal of landscaping area.

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FUTURE PM PEAK HOUR / PEAK SEASON VOLUME

PROJECT NO:
16-006



Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
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Phone: (727) 524-1818 Fax: (727) 524-6090
www.gulfcoastconsultinginc.com

DATE:
2/2016

DRAWN BY:
GJS

FIGURE:

4

APPENDIX A

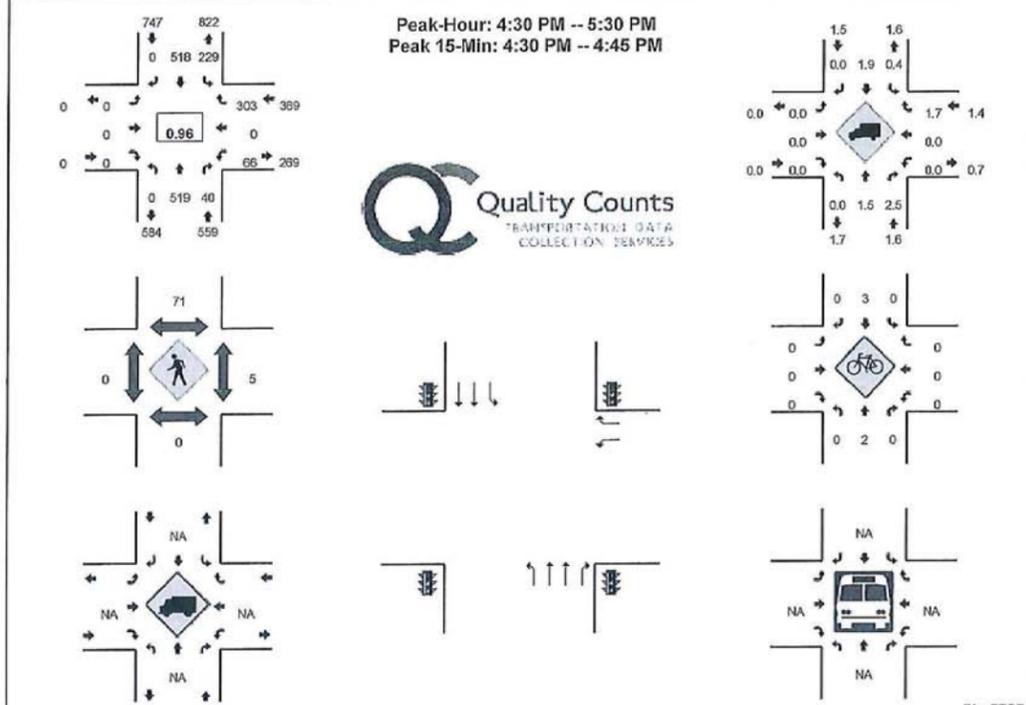
2014 Peak Season Factor Category Report - Report Type: ALL
 Category: 1500 PINELLAS COUNTYWIDE

Week	Dates	SF	MOCE 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	Time Covids
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

Page 10 of 11

Type of peak hour being reported: Intersection Peak
 Method for determining peak hour: Total Entering Volume
 LOCATION: Gulf Blvd -- Madeira Way
 CITY/STATE: Madeira Beach, FL
 QC JOB #: 13698601
 DATE: Tue, Feb 02 2016

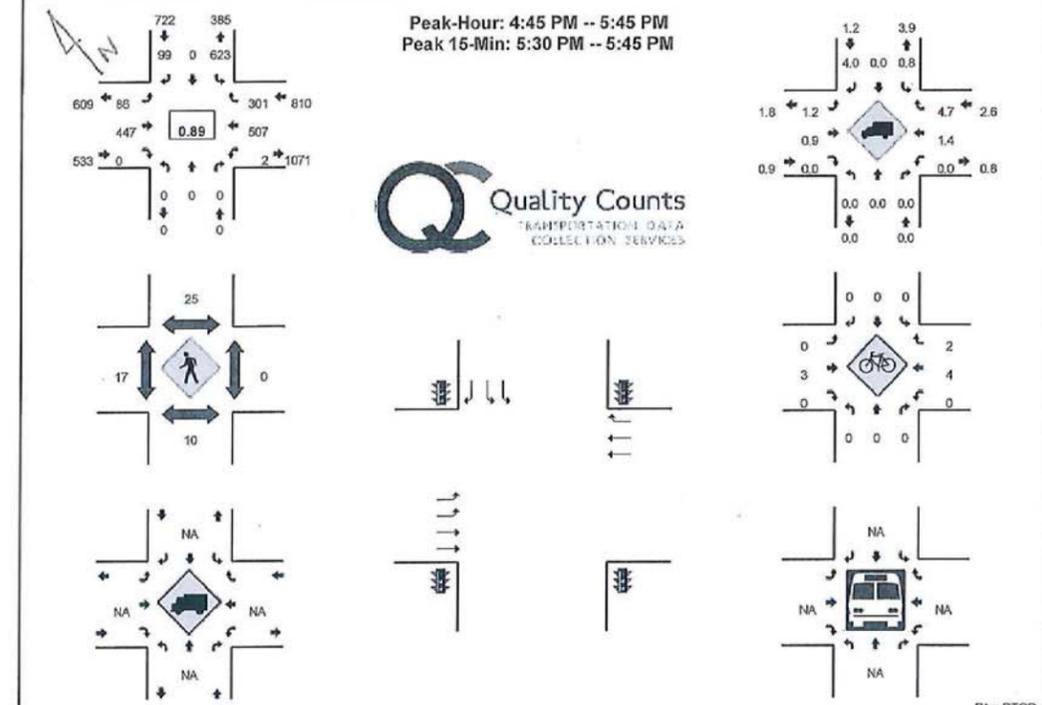


15-Min Count Period Beginning At	Gulf Blvd (Northbound)				Gulf Blvd (Southbound)				Madeira Way (Eastbound)				Madeira Way (Westbound)				Total	Hourly Totals	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
4:00 PM	0	147	14	0	0	70	124	0	0	0	0	0	0	18	0	19	0	34	426
4:15 PM	0	130	11	0	0	48	94	0	0	0	0	0	0	25	0	16	0	40	364
4:30 PM	0	124	8	0	0	53	146	0	0	0	0	0	0	16	0	25	0	63	435
4:45 PM	0	137	10	0	0	50	116	0	0	0	0	0	0	22	0	23	0	58	416
5:00 PM	0	141	8	0	0	60	125	0	0	0	0	0	0	13	0	22	0	46	415
5:15 PM	0	117	14	0	0	66	131	0	0	0	0	0	0	15	0	29	0	37	409
5:30 PM	0	155	9	0	0	47	99	0	0	0	0	0	0	21	0	29	0	62	422
5:45 PM	0	141	18	0	0	52	98	0	0	0	0	0	0	20	0	23	0	49	401

Handwritten notes: S44, 210, 348, 69, 42, S45, PSCF = 1.05

Report generated on 2/5/2016 8:37 AM SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak
 Method for determining peak hour: Total Entering Volume
 LOCATION: Tom Stuart Causeway -- Gulf Blvd
 CITY/STATE: Madeira Beach, FL
 QC JOB #: 13698602
 DATE: Tue, Feb 02 2016



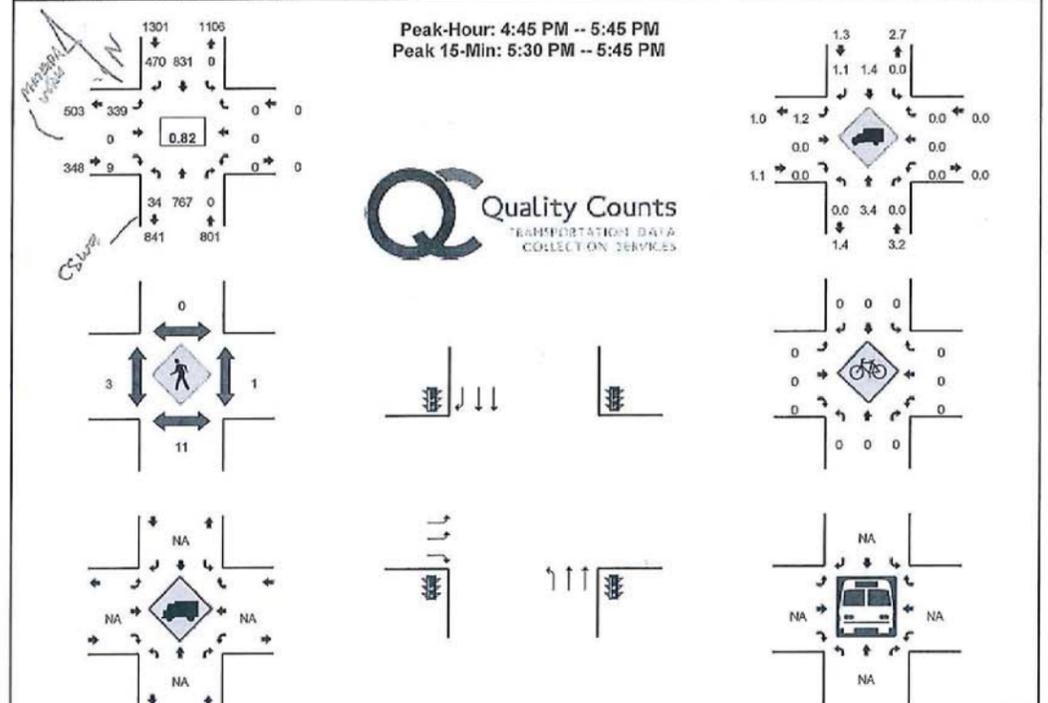
15-Min Count Period Beginning At	Tom Stuart Causeway (Northbound)				Tom Stuart Causeway (Southbound)				Gulf Blvd (Eastbound)				Gulf Blvd (Westbound)				Total	Hourly Totals	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
4:00 PM	0	0	0	0	132	0	18	0	0	28	108	0	0	0	0	141	76	0	514
4:15 PM	0	0	0	0	137	0	17	0	0	24	90	0	0	0	0	130	89	0	467
4:30 PM	0	0	0	0	184	0	22	3	0	28	122	0	2	0	0	115	88	0	544
4:45 PM	0	0	0	0	156	0	32	0	0	24	115	0	1	0	0	122	64	0	514
5:00 PM	0	0	0	0	104	0	17	0	0	25	105	0	0	0	0	135	89	0	475
5:15 PM	0	0	0	0	144	0	18	0	0	21	124	0	1	0	0	110	79	1	498
5:30 PM	0	0	0	0	218	0	32	1	0	13	103	0	1	0	0	140	69	1	578
5:45 PM	0	0	0	0	169	0	31	0	0	19	81	0	2	0	0	143	65	1	511

Handwritten notes: PSCF = 1.05, 469, 90, 105, 659, 316, 255, 20

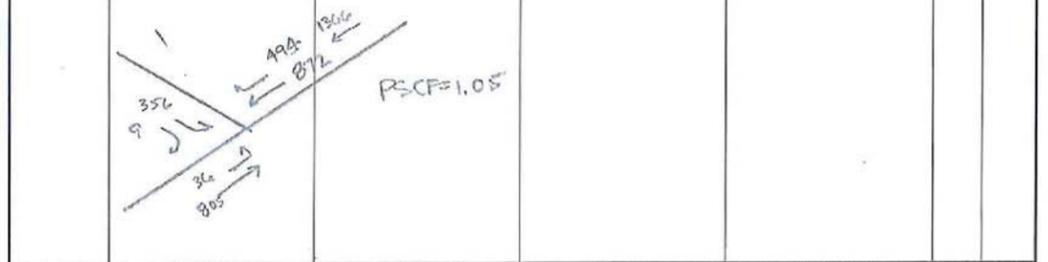
Report generated on 2/5/2016 8:37 AM SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak Method for determining peak hour: Total Entering Volume

LOCATION: Tom Stuart Causeway -- Madeira Way QC JOB #: 13698603
 CITY/STATE: Madeira Beach, FL DATE: Tue, Feb 02 2016



15-Min Count Period Beginning At	Tom Stuart Causeway (Northbound)				Tom Stuart Causeway (Southbound)				Madeira Way (Eastbound)				Madeira Way (Westbound)				Total	Hourly Totals	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
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4:15 PM	7	233	0	0	0	180	92	0	0	76	0	6	0	0	0	0	0	594	
4:30 PM	11	191	0	0	0	235	136	0	0	93	0	2	0	0	0	0	0	669	
4:45 PM	14	187	0	0	0	200	122	0	0	80	0	1	0	0	0	0	0	604	2419
5:00 PM	7	196	0	0	0	147	102	0	0	92	0	3	0	0	0	0	0	547	2414
5:15 PM	4	183	0	0	0	175	96	0	0	89	0	3	0	0	0	0	0	551	2371
5:30 PM	8	201	0	1	0	308	150	0	0	78	0	2	0	0	0	0	0	748	2450
5:45 PM	19	174	0	0	0	202	115	0	0	81	0	7	0	0	0	0	0	598	2444

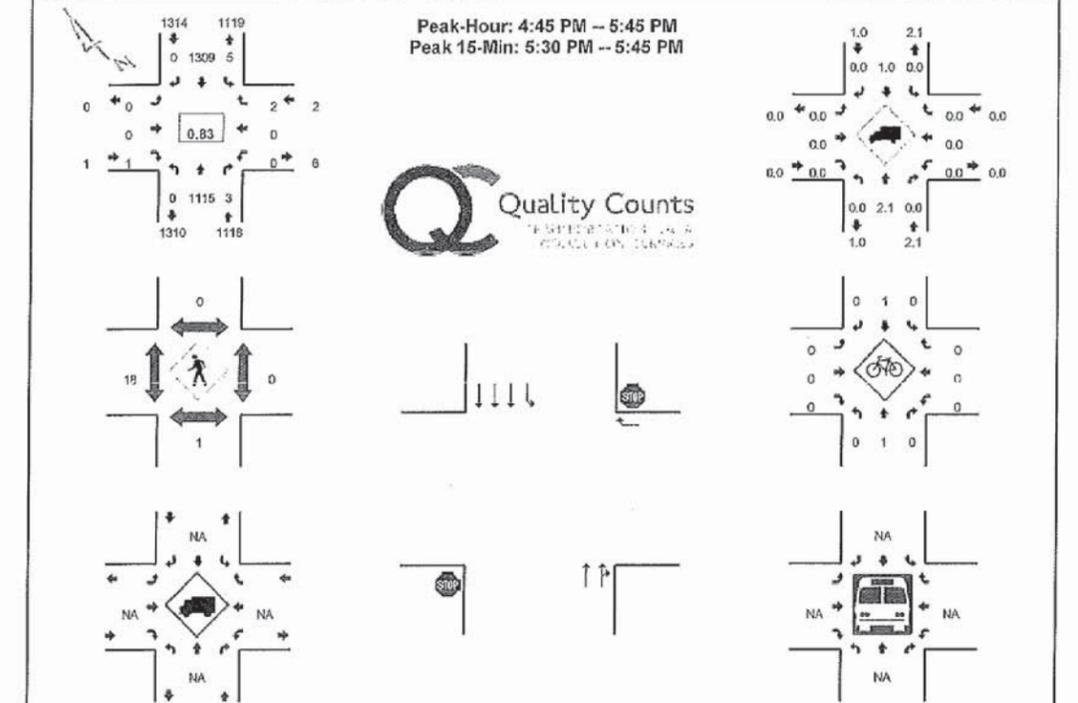


Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	32	804	0	4	0	1232	600	0	0	312	0	8	0	0	0	0	0	2992
Heavy Trucks	0	24	0	0	0	16	4	0	0	8	0	0	0	0	0	0	0	52
Pedestrians	0	20	0	0	0	0	0	0	0	4	0	0	0	4	0	0	0	28
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Railroad	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

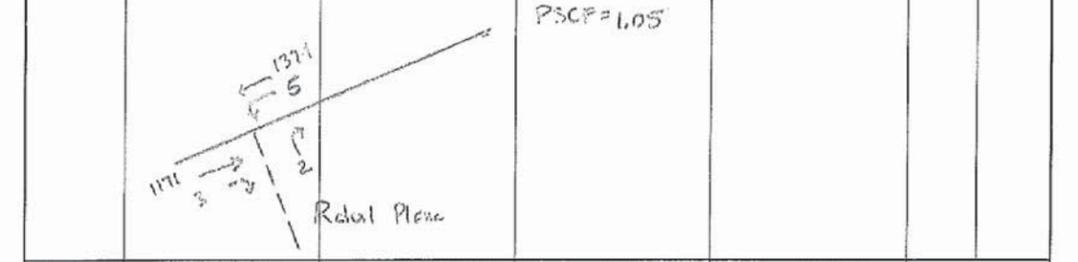
Comments: Report generated on 2/5/2016 8:37 AM SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak Method for determining peak hour: Total Entering Volume

LOCATION: Tom Stuart Causeway -- Median Opening to Retail Plaza QC JOB #: 13698604
 CITY/STATE: Madeira Beach, FL DATE: Tue, Feb 02 2016



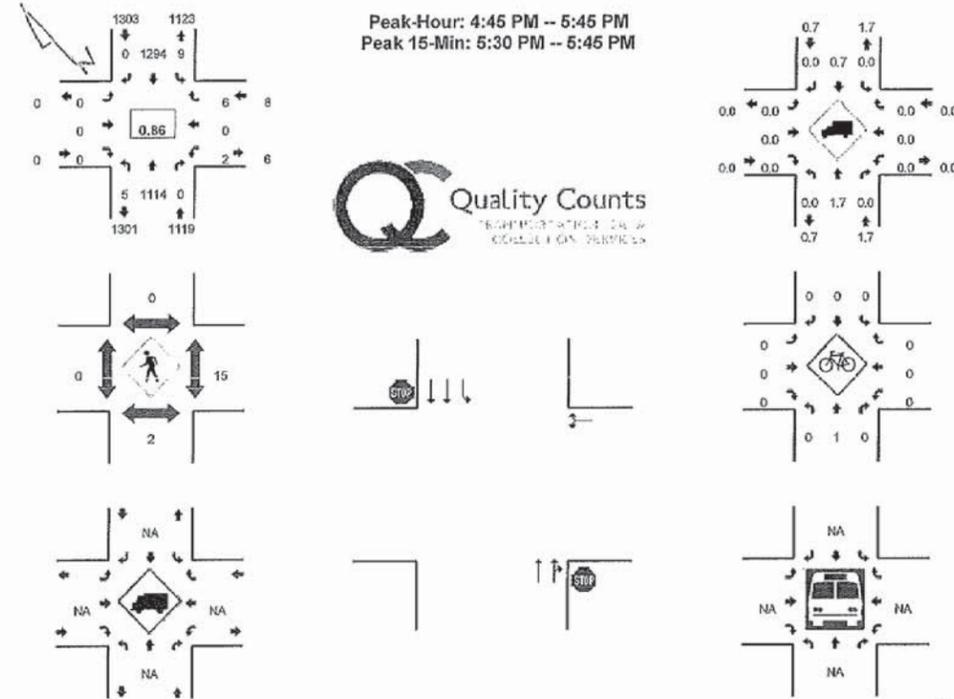
15-Min Count Period Beginning At	Tom Stuart Causeway (Northbound)				Tom Stuart Causeway (Southbound)				Median Opening to Retail Plaza (Eastbound)				Median Opening to Retail Plaza (Westbound)				Total	Hourly Totals	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
4:00 PM	0	291	1	1	1	244	0	2	0	0	0	0	0	0	0	1	0	541	
4:15 PM	0	321	3	0	1	270	0	0	0	0	1	0	0	0	0	0	0	596	
4:30 PM	0	284	0	0	3	367	0	0	0	0	0	0	0	0	0	1	0	655	
4:45 PM	0	263	2	0	1	326	0	1	0	0	0	0	0	0	0	0	0	593	2385
5:00 PM	0	296	0	0	0	252	0	0	0	0	0	0	0	0	0	0	0	548	2392
5:15 PM	0	274	0	0	2	279	0	0	0	0	0	1	0	0	0	1	0	557	2353
5:30 PM	0	282	1	0	0	452	0	1	0	0	0	0	0	0	0	1	0	737	2435
5:45 PM	0	258	0	0	2	329	0	0	0	0	0	0	0	0	0	0	0	589	2431



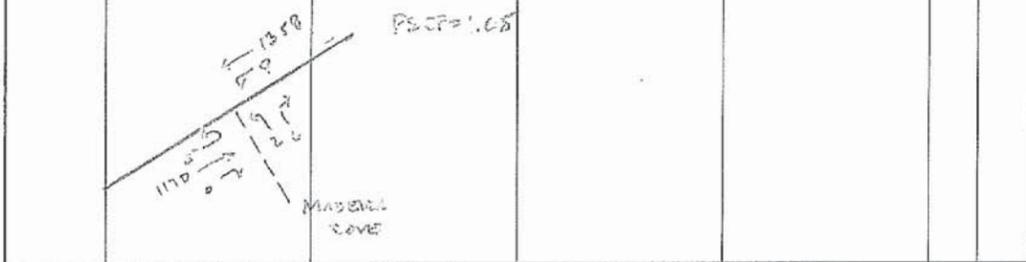
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	1128	4	0	0	1808	0	4	0	0	0	0	0	0	0	4	0	2948
Heavy Trucks	0	24	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	32
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Railroad	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Comments: Report generated on 2/5/2016 6:30 PM SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak Method for determining peak hour: Total Entering Volume
 LOCATION: Tom Stuart Causeway -- Full Median Opening/Medeira Cove QC JOB #: 13698605
 CITY/STATE: Madeira Beach, FL DATE: Tue, Feb 02 2016



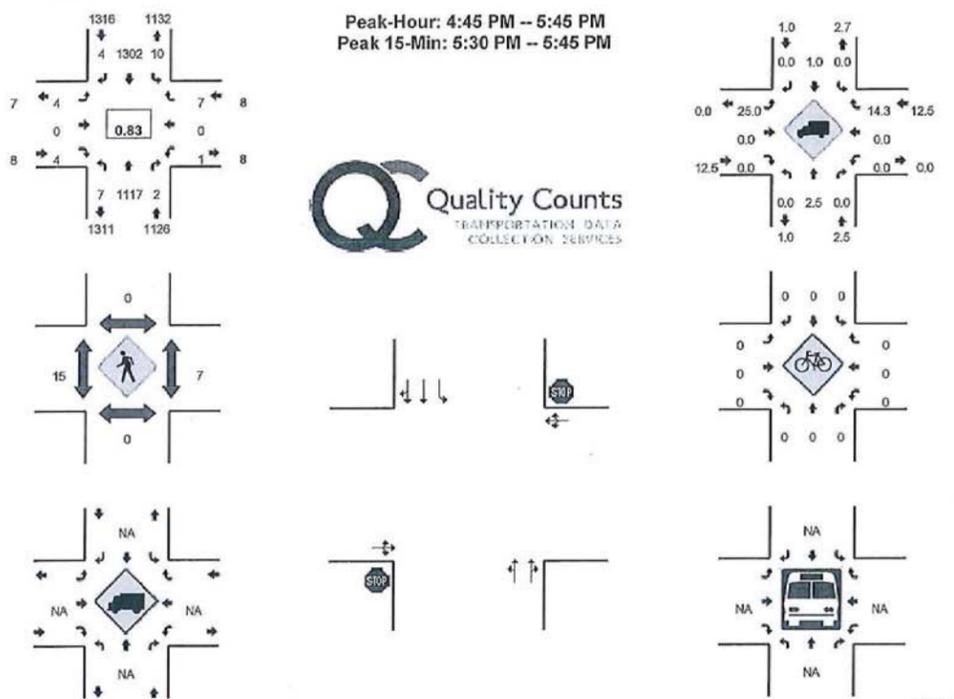
15-Min Count Period Beginning At	Tom Stuart Causeway (Northbound)				Tom Stuart Causeway (Southbound)				Full Median Opening/Medeira Cove (Eastbound)				Full Median Opening/Medeira Cove (Westbound)				Total Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
4:00 PM	0	324	1	3	0	0	267	0	0	0	0	0	0	0	0	0	596
4:15 PM	0	288	0	2	0	2	265	0	0	0	0	0	0	0	1	0	559
4:30 PM	0	290	0	3	0	2	343	0	1	0	0	0	0	0	1	0	641
4:45 PM	0	276	0	1	0	1	332	0	1	0	0	0	0	0	0	0	611
5:00 PM	0	294	0	2	0	2	268	0	0	0	0	0	0	1	0	2	569
5:15 PM	0	266	0	1	0	2	271	0	1	0	0	0	0	0	0	1	542
5:30 PM	0	278	0	1	0	1	423	0	1	0	0	0	0	0	1	0	708
5:45 PM	0	254	0	0	0	4	339	0	0	0	0	0	0	0	0	0	597



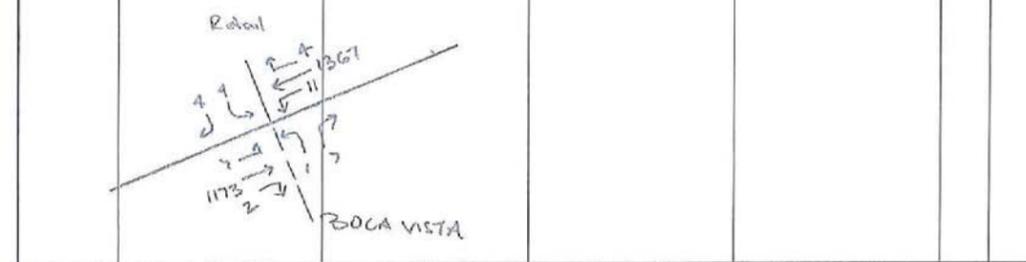
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	1112	0	4	0	4	1692	0	4	0	0	0	0	0	4	0	2332
Heavy Trucks	0	12	0	0	0	0	8	0	0	0	0	0	0	0	0	0	20
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	16
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Railroad	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Report generated on 2/5/2016 8:37 AM SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak Method for determining peak hour: Total Entering Volume
 LOCATION: Tom Stuart Causeway -- Boca Vista Condo Access QC JOB #: 13698606
 CITY/STATE: Pinellas, FL DATE: Tue, Feb 02 2016



15-Min Count Period Beginning At	Tom Stuart Causeway (Northbound)				Tom Stuart Causeway (Southbound)				Boca Vista Condo Access (Eastbound)				Boca Vista Condo Access (Westbound)				Total Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
4:00 PM	0	285	2	2	0	0	262	0	3	0	1	0	0	0	0	0	555
4:15 PM	1	312	2	2	0	0	247	0	3	0	2	0	0	0	0	1	570
4:30 PM	1	297	0	0	0	1	360	0	0	0	3	0	0	0	1	0	655
4:45 PM	0	258	1	0	0	3	328	0	1	0	0	0	0	0	1	0	594
5:00 PM	1	295	0	1	0	0	264	0	1	0	1	0	2	0	0	1	566
5:15 PM	2	269	1	1	0	0	277	0	0	0	1	0	2	0	0	4	557
5:30 PM	0	295	0	2	0	3	433	4	2	0	2	0	0	0	0	0	741
5:45 PM	1	252	1	1	0	1	333	0	0	0	0	0	0	0	0	2	591



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	1180	0	8	0	12	1732	16	8	0	8	0	0	0	0	0	2664
Heavy Trucks	0	28	0	0	0	0	12	0	0	0	0	0	0	0	0	0	40
Pedestrians	0	0	0	0	0	0	0	0	0	0	16	0	4	0	0	0	20
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Railroad	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Report generated on 2/5/2016 8:37 AM SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

HCS+™ DETAILED REPORT														
General Information						Site Information								
Analyst <i>RP</i>						Intersection <i>GULF BLVD/MADEIRA WAY</i>								
Agency or Co. <i>GCC</i>						Area Type <i>All other areas</i>								
Date Performed <i>2/8/2016</i>						Jurisdiction <i>FDOT</i>								
Time Period <i>PM PEAK HOUR</i>						Analysis Year <i>2016 EXISTING</i>								
						Project ID <i>MADEIRA BEACH TOWN CTR</i>								
Volume and Timing Input														
			MADEIRA WAY			GULF BLVD			GULF BLVD					
			EB			WB			NB			SB		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes, N _l					1			1	2	1	1	2		
Lane Group					L			R	T	R	L	T		
Volume, V (vph)					69			318	545	42	240	544		
% Heavy Vehicles, %HV					2			2	1	1	1	1		
Peak-Hour Factor, PHF					0.96			0.96	0.96	0.96	0.96	0.96		
Pre-timed (P) or Actuated (A)					A			A	A	A	A	A		
Start-up Lost Time, I _l					2.0			2.0	2.0	2.0	2.0	2.0		
Extension of Effective Green, e					2.0			2.0	2.0	2.0	2.0	2.0		
Arrival Type, AT					3			3	4	4	3	4		
Unit Extension, UE					3.0			3.0	3.0	3.0	3.0	3.0		
Filtering/Metering, I					1.000			1.000	1.000	1.000	1.000	1.000		
Initial Unmet Demand, Q _b					0.0			0.0	0.0	0.0	0.0	0.0		
Ped / Bike / RTOR Volumes			0	0	76	0	0	204	76	0	0	0	0	0
Lane Width					12.0			12.0	12.0	12.0	12.0	12.0		
Parking / Grade / Parking			N	0	N	N	0	N	N	0	N	N	0	N
Parking Maneuvers, N _m														
Buses Stopping, N _b					0			0	0	0	0	0		
Min. Time for Pedestrians, G _p			3.2			3.8			3.8			3.2		
Phasing		WB Only	02	03	04	SB Only	NS Perm	07	08					
Timing		G = 25.0	G =	G =	G =	G = 13.0	G = 60.0	G =	G =					
		Y = 4	Y =	Y =	Y =	Y = 4	Y = 4	Y =	Y =					
Duration of Analysis, T = 0.25							Cycle Length, C = 110.0							
Lane Group Capacity, Control Delay, and LOS Determination														
			EB			WB			NB			SB		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate, v					72			119	568	44	250	567		
Lane Group Capacity, c					402			360	1954	872	644	2507		
v/c Ratio, X					0.18			0.33	0.29	0.05	0.39	0.23		
Total Green Ratio, g/C					0.23			0.23	0.55	0.55	0.70	0.70		
Uniform Delay, d ₁					34.2			35.5	13.5	11.7	6.0	5.9		
Progression Factor, PF					1.000			1.000	0.690	0.690	1.000	0.256		
Delay Calibration, k					0.11			0.11	0.11	0.11	0.11	0.11		
Incremental Delay, d ₂					0.2			0.5	0.1	0.0	0.4	0.0		

Initial Queue Delay, d ₃				0.0		0.0		0.0	0.0	0.0	0.0	
Control Delay				34.4		36.1		9.4	8.1	6.4	1.5	
Lane Group LOS				C		D		A	A	A	A	
Approach Delay				35.4			9.3			3.0		
Approach LOS				D			A			A		
Intersection Delay	9.2			X _c = 0.39			Intersection LOS			A		

HCS+™ DETAILED REPORT																	
General Information						Site Information											
Analyst RP						Intersection SR 666 / GULF BLVD											
Agency or Co. GCC						Area Type All other areas											
Date Performed 2/8/2016						Jurisdiction FDOT											
Time Period PM PEAK HOUR						Analysis Year 2016 EXISTING											
						Project ID MADEIRA BEACH TOWN CTR											
Volume and Timing Input																	
SR 666 GULF BLVD GULF BLVD																	
			EB			WB			NB			SB					
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT			
Number of Lanes, N1			2			0			2			2					
Lane Group			L LR			T R			L T								
Volume, V (vph)			654			105			532			316 90 469					
% Heavy Vehicles, %HV			1			1			3			3 1 1					
Peak-Hour Factor, PHF			0.89			0.89			0.89			0.89 0.89					
Pretimed (P) or Actuated (A)			A			A			A			A					
Start-up Lost Time, I1			2.0			2.0			2.0			2.0					
Extension of Effective Green, e			2.0			2.0			2.0			2.0					
Arrival Type, AT			3			3			3			3					
Unit Extension, UE			3.0			3.0			3.0			3.0					
Filtering/Metering, I			1.000			1.000			1.000			1.000					
Initial Unmet Demand, Qb			0.0			0.0			0.0			0.0					
Ped / Bike / RTOR Volumes			0 0			25 0 0			25 0 0			0 0					
Lane Width			12.0			12.0			12.0			12.0					
Parking / Grade / Parking			N 0 N			N 0 N			N 0 N			N 0 N					
Parking Maneuvers, Nm																	
Buses Stopping, Nb			0			0			0			0					
Min. Time for Pedestrians, Gp			3.2			3.4			3.4			3.2					
Phasing		WB Only		02		03		04		SB Only		Thru & RT		07		08	
Timing		G = 33.0		G =		G =		G =		G = 12.0		G = 53.0		G =		G =	
		Y = 4		Y =		Y =		Y =		Y = 4		Y =		Y =		Y =	
Duration of Analysis, T = 0.25										Cycle Length, C = 110.0							
Lane Group Capacity, Control Delay, and LOS Determination																	
			EB			WB			NB			SB					
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT			
Adjusted Flow Rate, v			515			338			598			355 101 527					
Lane Group Capacity, c			1041			518			1692			755 379 2247					
v/c Ratio, X			0.49			0.65			0.35			0.47 0.27 0.23					
Total Green Ratio, g/C			0.30			0.30			0.48			0.48 0.11 0.63					
Uniform Delay, d1			31.6			33.5			17.8			19.1 45.0 9.0					
Progression Factor, PF			1.000			1.000			1.000			1.000 1.000					
Delay Calibration, k			0.11			0.23			0.11			0.11 0.11 0.11					
Incremental Delay, d2			0.4			2.9			0.1			0.5 0.4 0.1					
			0.0			0.0			0.0			0.0 0.0					

SR 666 WB GULF BLVD WB GULF BLVD SB														
Initial Queue Delay, d3														
Control Delay			32.0			36.4			17.9			19.6 45.3 9.0		
Lane Group LOS			C			D			B			B D A		
Approach Delay			33.8			18.5			14.9					
Approach LOS			C			B			B					
Intersection Delay			22.9			Xc = 0.51			Intersection LOS			C		

HCS+™ DETAILED REPORT												
General Information						Site Information						
Analyst	RP					Intersection	SR 666 / MADEIRA WAY					
Agency or Co.	GCC					Area Type	All other areas					
Date Performed	2/8/2016					Jurisdiction	FDOT					
Time Period	[PM PEAK HOUR]					Analysis Year	2016 EXISTING					
						Project ID	MADEIRA BEACH TOWN CTR					
Volume and Timing Input												
	SR 666			SR 666			MADEIRA WAY					
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes, N _i	1	2		2	1					2		0
Lane Group	L	T		T	R					L	LR	
Volume, V (vph)	36	805		872	494					356		9
% Heavy Vehicles, %HV	3	3		1	1					1		1
Peak-Hour Factor, PHF	0.82	0.82		0.82	0.82					0.82		0.82
Pretimed (P) or Actuated (A)	A	A		A	A					A		A
Start-up Lost Time, I _t	2.0	2.0		2.0	2.0					2.0	2.0	
Extension of Effective Green, e	2.0	2.0		2.0	2.0					2.0	2.0	
Arrival Type, AT	3	4		4	4					3	3	
Unit Extension, UE	3.0	3.0		3.0	3.0					3.0	3.0	
Filtering/Metering, I	1.000	1.000		1.000	1.000					1.000	1.000	
Initial Unmet Demand, Q _b	0.0	0.0		0.0	0.0					0.0	0.0	
Ped / Bike / RTOR Volumes	0	0		14	0	0	0	0		14	0	0
Lane Width	12.0	12.0		12.0	12.0					12.0	12.0	
Parking / Grade / Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking Maneuvers, N _m												
Buses Stopping, N _b	0	0		0	0					0	0	
Min. Time for Pedestrians, G _p	3.2			3.3			3.2			3.3		
Phasing	EB Only	Thru & RT	03	04	SB Only	06	07	08				
Timing	G = 12.0	G = 56.0	G =	G =	G = 30.0	G =	G =	G =				
	Y = 4	Y = 4	Y =	Y =	Y = 4	Y =	Y =	Y =				
Duration of Analysis, T = 0.25						Cycle Length, C = 110.0						
Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate, v	44	982		1063	602					434	11	
Lane Group Capacity, c	191	2299		1824	1308					947	436	
v/c Ratio, X	0.23	0.43		0.58	0.46					0.46	0.03	
Total Green Ratio, g/C	0.11	0.65		0.51	0.82					0.27	0.27	
Uniform Delay, d ₁	44.8	9.1		18.8	2.9					33.2	29.3	
Progression Factor, PF	1.000	0.424		0.752	0.316					1.000	1.000	
Delay Calibration, k	0.11	0.11		0.17	0.11					0.11	0.11	
Incremental Delay, d ₂	0.6	0.1		0.5	0.3					0.4	0.0	
	0.0	0.0		0.0	0.0					0.0	0.0	

SR 666

MADEIRA WAY

Initial Queue Delay, d ₃												
Control Delay	45.4	4.0			14.7	1.2				33.6	29.3	
Lane Group LOS	D	A			B	A				C	C	
Approach Delay	5.8			9.8						33.5		
Approach LOS	A			A						C		
Intersection Delay	11.8			X _c = 0.50			Intersection LOS			B		

TWO-WAY STOP CONTROL SUMMARY						
General Information			Site Information			
Analyst	RP		Intersection	SR 666 / RETAIL PLAZA ACCESS		
Agency/Co.	GCC		Jurisdiction	FDOT		
Date Performed	2/8/2016		Analysis Year	2016 EXISTING		
Analysis Time Period	PM PEAK					
Project Description MADEIRA BEACH TOWN CTR						
East/West Street: SR 666			North/South Street: RETAIL PLAZA ACCESS			
Intersection Orientation: East-West			Study Period (hrs): 0.25			
Vehicle Volumes and Adjustments						
Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		1171	3	5	1374	
Peak-Hour Factor, PHF	1.00	0.83	0.83	0.83	0.83	1.00
Hourly Flow Rate, HFR (veh/h)	0	1410	3	6	1655	0
Percent Heavy Vehicles	0	--	--	1	--	--
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)			2			
Peak-Hour Factor, PHF	1.00	1.00	0.83	1.00	1.00	1.00
Hourly Flow Rate, HFR (veh/h)	0	0	2	0	0	0
Percent Heavy Vehicles	0	0	1	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
Lane Configuration		L			R	
v (veh/h)		6			2	
C (m) (veh/h)		484			437	
v/c		0.01			0.00	
95% queue length		0.04			0.01	
Control Delay (s/veh)		12.5			13.3	
LOS		B			B	
Approach Delay (s/veh)	--	--	13.3		--	--
Approach LOS	--	--	B		--	--

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TWO-WAY STOP CONTROL SUMMARY						
General Information			Site Information			
Analyst	RP		Intersection	SR 666 / MADEIRA COVE ACCESS		
Agency/Co.	GCC		Jurisdiction	FDOT		
Date Performed	2/5/2016		Analysis Year	2016 EXISTING		
Analysis Time Period	PM PEAK					
Project Description MADEIRA BEACH TOWN CTR						
East/West Street: SR 666			North/South Street: MADEIRA COVE ACCESS			
Intersection Orientation: East-West			Study Period (hrs): 0.25			
Vehicle Volumes and Adjustments						
Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		1170	0	9	1358	
Peak-Hour Factor, PHF	1.00	0.86	0.86	0.86	0.86	1.00
Hourly Flow Rate, HFR (veh/h)	0	1360	0	10	1579	0
Percent Heavy Vehicles	0	--	--	1	--	--
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)	2		6			
Peak-Hour Factor, PHF	0.86	1.00	0.86	1.00	1.00	1.00
Hourly Flow Rate, HFR (veh/h)	2	0	6	0	0	0
Percent Heavy Vehicles	1	0	1	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
Lane Configuration		L			LR	
v (veh/h)		10			8	
C (m) (veh/h)		507			323	
v/c		0.02			0.02	
95% queue length		0.06			0.08	
Control Delay (s/veh)		12.2			16.4	
LOS		B			C	
Approach Delay (s/veh)	--	--	16.4		--	--
Approach LOS	--	--	C		--	--

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Generated: 2/5/2016 2:46 PM

MADEIRA COVE

TWO-WAY STOP CONTROL SUMMARY						
General Information			Site Information			
Analyst	RP		Intersection	SR 666 / BOCA VISTA ACCESS		
Agency/Co.	GCC		Jurisdiction	FDOT		
Date Performed	2/5/2016		Analysis Year	2016 EXISTING		
Analysis Time Period	PM PEAK					
Project Description: MADEIRA BEACH TOWN CTR						
East/West Street: SR 666			North/South Street: BOCA VISTA ACCESS			
Intersection Orientation: East-West			Study Period (hrs): 0.25			
Vehicle Volumes and Adjustments						
Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	7	1173	2	11	1367	4
Peak-Hour Factor, PHF	0.83	0.83	0.83	0.83	0.83	0.83
Hourly Flow Rate, HFR (veh/h)	8	1413	2	13	1646	4
Percent Heavy Vehicles	1	--	--	1	--	--
Median Type	Raised curb					
RT Channelized			0			0
Lanes	0	2	0	1	2	0
Configuration	LT		TR	L	T	TR
Upstream Signal		0		0		
Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	1	0	7	4	0	4
Peak-Hour Factor, PHF	0.83	0.83	0.83	0.83	0.83	0.83
Hourly Flow Rate, HFR (veh/h)	1	0	8	4	0	4
Percent Heavy Vehicles	1	1	1	1	1	1
Percent Grade (%)		0		0		
Flared Approach		N		N		
Storage		0		0		
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration		LTR		LTR		
Delay, Queue Length, and Level of Service						
	BOCA VISTA			REVERA		
Approach	Eastbound	Westbound	Northbound		Southbound	
Movement	1	4	7	8	9	10
						11
						12
Lane Configuration	LT	L	LTR		LTR	
v (veh/h)	8	13	9		8	
C (m) (veh/h)	392	483	337		144	
v/c	0.02	0.03	0.03		0.06	
95% queue length	0.06	0.08	0.08		0.17	
Control Delay (s/veh)	14.4	12.7	16.0		31.5	
LOS	B	B	C		D	
Approach Delay (s/veh)	--	--	16.0		31.5	
Approach LOS	--	--	C		D	

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BOCA VISTA

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	B	C	D	E	
Lanes	Median	B	C	D	E	4	4,120	5,540	6,700	7,190	
2	Undivided	*	1,510	1,600	**	6	6,130	8,370	10,060	11,100	
4	Divided	*	3,420	3,580	**	8	8,230	11,100	13,390	15,010	
6	Divided	*	5,250	5,390	**	10	10,330	14,040	16,840	18,930	
8	Divided	*	7,090	7,210	**	12	14,450	18,880	22,030	22,860	
Class II (35 mph or slower posted speed limit)						Freeway Adjustments					
Lanes	Median	B	C	D	E	Auxiliary Lanes		Ramp			
2	Undivided	*	660	1,330	1,410	Present in Both Directions		Metering			
4	Divided	*	1,310	2,920	3,040	+ 1,800		+ 5%			
6	Divided	*	2,090	4,500	4,590						
8	Divided	*	2,880	6,060	6,130						
Non-State Signalized Roadway Adjustments						UNINTERRUPTED FLOW HIGHWAYS					
(Alter corresponding state volumes by the indicated percent.)						Lanes	Median	B	C	D	E
Non-State Signalized Roadways -10%						2	Undivided	770	1,530	2,170	2,990
Median & Turn Lane Adjustments						4	Divided	3,300	4,660	5,900	6,530
Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors		6	Divided	4,950	6,990	8,840	9,790
2	Divided	Yes	No	+5%		Uninterrupted Flow Highway Adjustments					
2	Undivided	No	No	-20%		Lanes	Median	Exclusive left lanes	Adjustment factors		
Multi	Undivided	Yes	No	-5%		2	Divided	Yes	+5%		
Multi	Undivided	No	No	-25%		Multi	Undivided	Yes	-5%		
			Yes	+5%		Multi	Undivided	No	-25%		
One-Way Facility Adjustment											
Multiply the corresponding two-directional volumes in this table by 0.6											
BICYCLE MODE²											
(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)											
Paved Shoulder/Bicycle											
Lane Coverage	B	C	D	E							
0-49%	*	260	680	1,770							
50-84%	190	600	1,770	>1,770							
85-100%	830	1,770	>1,770	**							
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							

¹Values 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.

²Level 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.

³Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Planning Office
www.dot.state.fl.us/planning/systems/tn/lor/default.htm

High-Rise Residential Condominium/Townhouse (232)

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

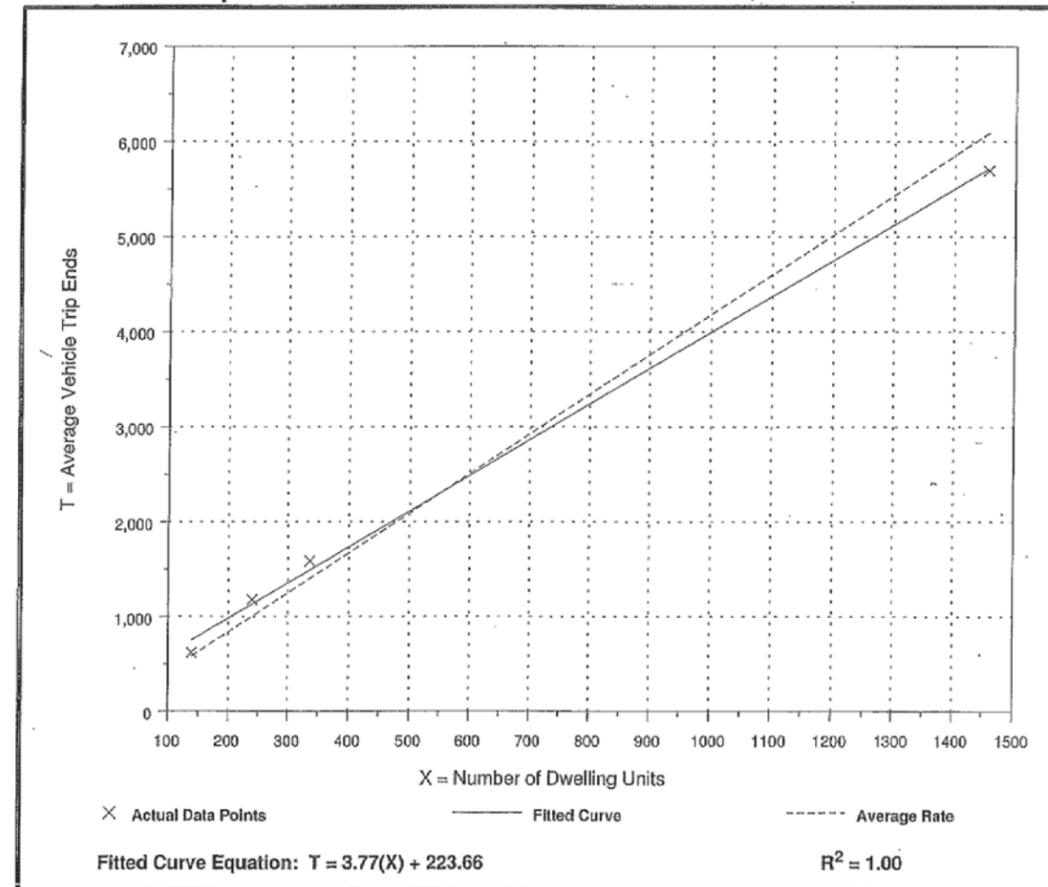
Number of Studies: 4
Avg. Number of Dwelling Units: 543
Directional Distribution: 50% entering, 50% exiting

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.

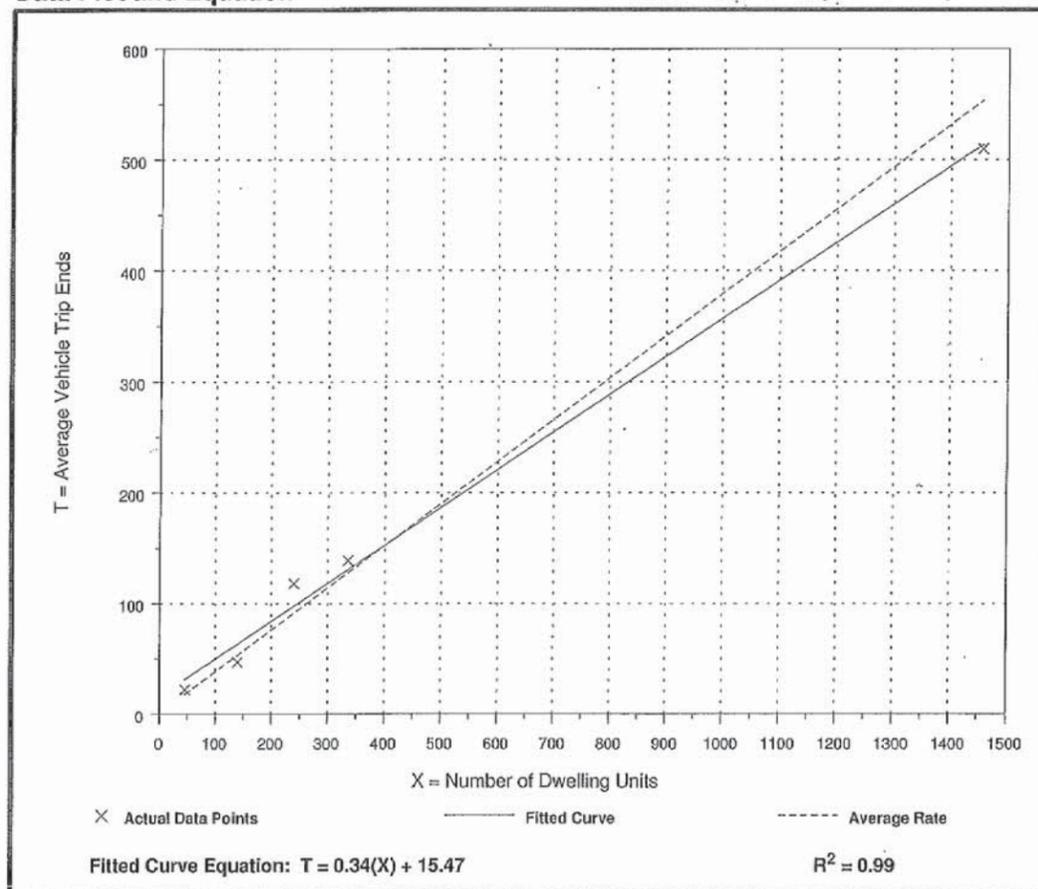
Number of Studies: 5
Avg. Number of Dwelling Units: 444
Directional Distribution: 62% entering, 38% exiting

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)

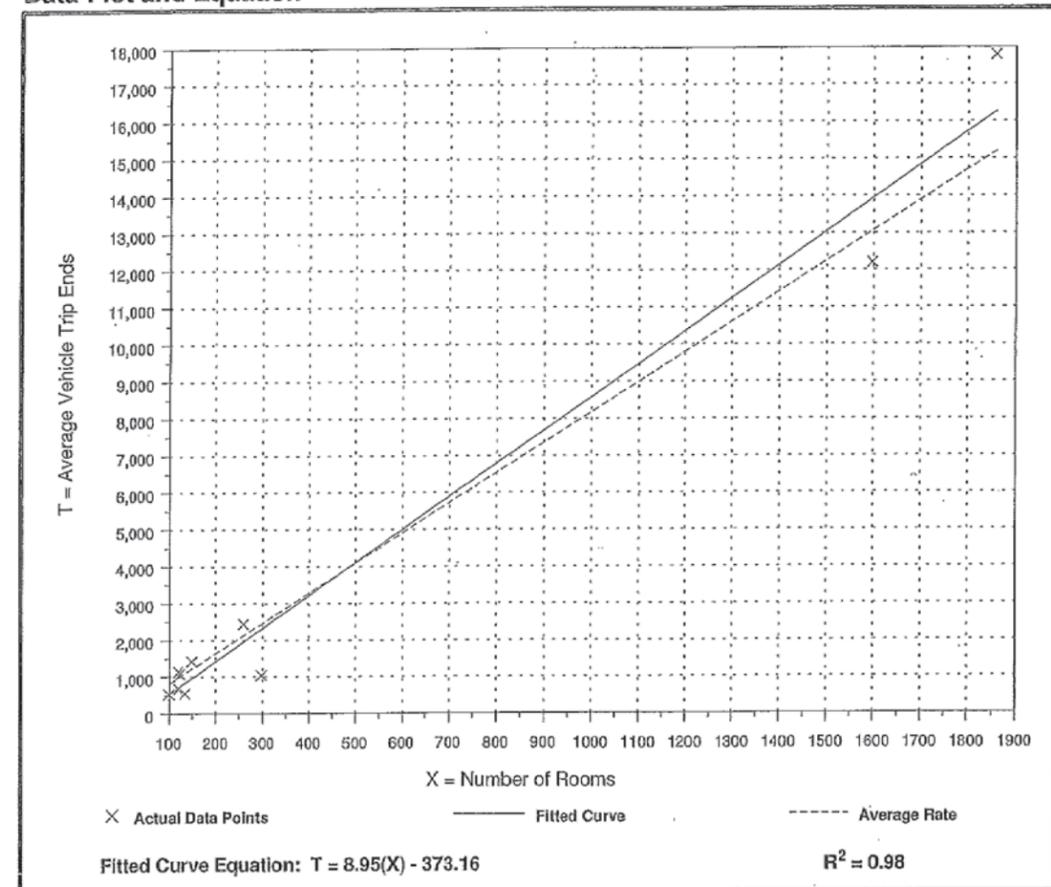
Average Vehicle Trip Ends vs: Rooms
On a: Weekday

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)

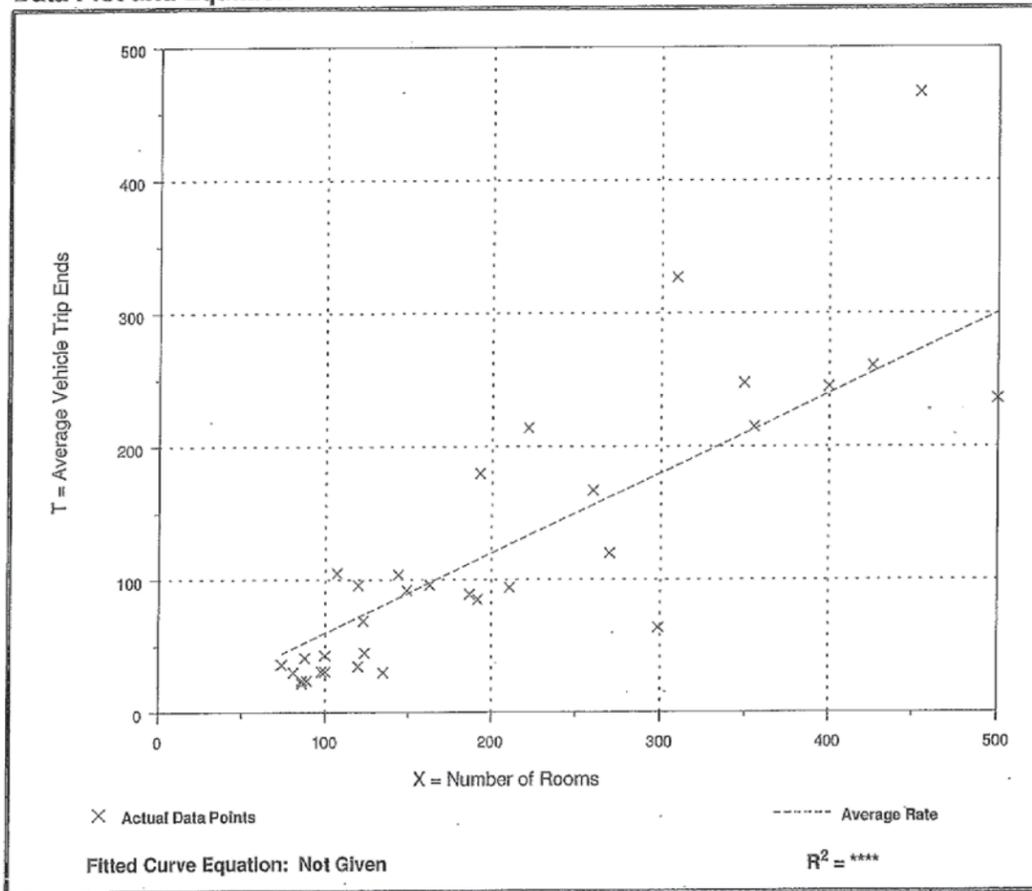
Average Vehicle Trip Ends vs: Rooms
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

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



HCS+™ DETAILED REPORT

General Information		Site Information	
Analyst	RP	Intersection	GULF BLVD/MADEIRA WAY
Agency or Co.	GCC	Area Type	All other areas
Date Performed	2/9/2016	Jurisdiction	FDOT
Time Period	PM PEAK HOUR	Analysis Year	FUTURE WITH PROJECTS
		Project ID	MADEIRA BEACH TOWN CTR

	MADEIRA WAY			GULF BLVD.			GULF BLVD.			
	EB	WB	NB	SB	LT	TH	RT	LT	TH	RT
Number of Lanes, N _l				1	1	2	1	1	2	
Lane Group				L	R	T	R	L	T	
Volume, V (vph)				158	343	545	68	254	564	
% Heavy Vehicles, %HV				2	2	1	1	1	1	
Peak-Hour Factor, PHF				0.96	0.96	0.96	0.96	0.96	0.96	
Pretimed (P) or Actuated (A)				A	A	A	A	A	A	
Start-up Lost Time, I _l				2.0	2.0	2.0	2.0	2.0	2.0	
Extension of Effective Green, e				2.0	2.0	2.0	2.0	2.0	2.0	
Arrival Type, AT				3	3	4	4	3	4	
Unit Extension, UE				3.0	3.0	3.0	3.0	3.0	3.0	
Filtering/Metering, I				1.000	1.000	1.000	1.000	1.000	1.000	
Initial Unmet Demand, Q _b				0.0	0.0	0.0	0.0	0.0	0.0	
Ped / Bike / RTOR Volumes	0	0		76	0	204	76	0	0	0
Lane Width				12.0	12.0	12.0	12.0	12.0	12.0	
Parking / Grade / Parking	N	0	N	N	0	N	N	0	N	N
Parking Maneuvers, N _m										
Buses Stopping, N _b				0	0	0	0	0	0	
Min. Time for Pedestrians, G _p				3.2	3.8	3.8		3.8		3.2

Phasing	WB Only	02	03	04	SB Only	NS Perm	07	08
Timing	G = 25.0	G =	G =	G =	G = 13.0	G = 60.0	G =	G =
	Y = 4	Y =	Y =	Y =	Y = 4	Y = 4	Y =	Y =
Duration of Analysis, T = 0.25							Cycle Length, C = 110.0	

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate, v				165		145		568	71	265		588
Lane Group Capacity, c				402		360		1954	872	644		2507
v/c Ratio, X				0.41		0.40		0.29	0.08	0.41		0.23
Total Green Ratio, g/C				0.23		0.23		0.55	0.55	0.70		0.70
Uniform Delay, d ₁				36.2		36.2		13.5	11.9	6.1		5.9
Progression Factor, PF				1.000		1.000		0.690	0.690	1.000		0.256
Delay Calibration, k				0.11		0.11		0.11	0.11	0.11		0.11
Incremental Delay, d ₂				0.7		0.7		0.1	0.0	0.4		0.0

Initial Queue Delay, d_3			0.0		0.0		0.0	0.0	0.0	0.0
Control Delay			36.9		36.9		9.4	8.2	6.5	1.6
Lane Group LOS			D		D		A	A	A	A
Approach Delay			36.9		9.3		3.1			
Approach LOS			D		A		A			
Intersection Delay	11.1		$X_c = 0.42$		Intersection LOS		B			

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HCS+™ DETAILED REPORT												
General Information						Site Information						
Analyst	RP					Intersection	SR 666 / GULF BLVD					
Agency or Co.	GCC					Area Type	All other areas					
Date Performed	2/9/2016					Jurisdiction	FDOT					
Time Period	PM PEAK HOUR					Analysis Year	FUTURE WITH PROJECTS					
						Project ID	MADEIRA BEACH TOWN CTR					
Volume and Timing Input												
	SR 666			GULF BLVD			GULF BLVD					
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes, N_1				2		0		2	1	2	2	
Lane Group				L	LR			T	R	L	T	
Volume, V (vph)				791		105		558	355	199	469	
% Heavy Vehicles, %HV				1		1		3	3	1	1	
Peak-Hour Factor, PHF				0.89		0.89		0.89	0.89	0.89	0.89	
Pretimed (P) or Actuated (A)				A		A		A	A	A	A	
Start-up Lost Time, l_1				2.0	2.0			2.0	2.0	2.0	2.0	
Extension of Effective Green, e				2.0	2.0			2.0	2.0	2.0	2.0	
Arrival Type, AT				3	3			3	3	3	3	
Unit Extension, UE				3.0	3.0			3.0	3.0	3.0	3.0	
Filtering/Metering, I				1.000	1.000			1.000	1.000	1.000	1.000	
Initial Unmet Demand, Q_b				0.0	0.0			0.0	0.0	0.0	0.0	
Ped / Bike / RTOR Volumes	0	0		25	0	0	25	0	0	0	0	
Lane Width				12.0	12.0			12.0	12.0	12.0	12.0	
Parking / Grade / Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking Maneuvers, N_m												
Buses Stopping, N_b				0	0			0	0	0	0	
Min. Time for Pedestrians, G_p		3.2			3.4			3.4			3.2	
Phasing	WB Only	02	03	04	SB Only	Thru & RT	07	08				
Timing	G = 33.0	G =	G =	G =	G = 12.0	G = 53.0	G =	G =				
	Y = 4	Y =	Y =	Y =	Y = 4	Y = 4	Y =	Y =				
Duration of Analysis, $T = 0.25$							Cycle Length, $C = 110.0$					
Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate, v				622	385			627	399	224	527	
Lane Group Capacity, c				1041	521			1692	755	379	2247	
v/c Ratio, X				0.60	0.74			0.37	0.53	0.59	0.23	
Total Green Ratio, g/C				0.30	0.30			0.48	0.48	0.11	0.63	
Uniform Delay, d_1				32.8	34.6			18.0	19.8	46.7	9.0	
Progression Factor, PF				1.000	1.000			1.000	1.000	1.000	1.000	
Delay Calibration, k				0.19	0.30			0.11	0.13	0.18	0.11	
Incremental Delay, d_2				1.0	5.5			0.1	0.7	2.5	0.1	

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Initial Queue Delay, d_3			0.0	0.0			0.0	0.0	0.0	0.0
Control Delay			33.8	40.2			18.1	20.5	49.1	9.0
Lane Group LOS			C	D			B	C	D	A
Approach Delay			36.2				19.0		21.0	
Approach LOS			D				B		C	
Intersection Delay	25.8		$X_c = 0.61$				Intersection LOS		C	

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TWO-WAY STOP CONTROL SUMMARY							
General Information				Site Information			
Analyst	RP			Intersection	SR 666 / MADEIRA WAY		
Agency/Co.	GCC			Jurisdiction	FDOT		
Date Performed	2/9/2016			Analysis Year	FUTURE WITH PROJECTS		
Analysis Time Period	PM PEAK						
Project Description: MADEIRA BEACH TOWN CTR							
East/West Street: SR 666				North/South Street: MADEIRA WAY (RIRO)			
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)	1019			898			598
Peak-Hour Factor, PHF	1.00	0.82	1.00	1.00	0.82	0.82	
Hourly Flow Rate, HFR (veh/h)	0	1242	0	0	1095	729	
Percent Heavy Vehicles	0	--	--	0	--	--	
Median Type	Raised curb						
RT Channelized			0			0	
Lanes	0	2	0	0	2	1	
Configuration		T			T	R	
Upstream Signal		0			0		
Minor Street	Northbound			Southbound			
Movement	7	8	9	10	11	12	
	L	T	R	L	T	R	
Volume (veh/h)							176
Peak-Hour Factor, PHF	1.00	1.00	1.00	1.00	1.00	0.82	
Hourly Flow Rate, HFR (veh/h)	0	0	0	0	0	214	
Percent Heavy Vehicles	0	0	0	0	0	1	
Percent Grade (%)	0			0			
Flared Approach	N			N			
Storage	0			0			
RT Channelized			0			0	
Lanes	0	0	0	0	0	1	
Configuration						R	
Delay, Queue Length, and Level of Service							
Approach	Eastbound	Westbound	Northbound			Southbound	
Movement	1	4	7	8	9	10	11
Lane Configuration							R
v (veh/h)							214
C (m) (veh/h)							537
v/c							0.40
95% queue length							1.90
Control Delay (s/veh)							16.1
LOS							C
Approach Delay (s/veh)	--	--					16.1
Approach LOS	--	--					C

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TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	RP			Intersection	SR 666 / RETAIL PLAZA ACCESS			
Agency/Co.	GCC			Jurisdiction	FDOT			
Date Performed	2/9/2016			Analysis Year	FUTURE WITH PROJECTS			
Analysis Time Period	PM PEAK							
Project Description MADEIRA BEACH TOWN CTR								
East/West Street: SR 666				North/South Street: RETAIL PLAZA ACCESS				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		1321	3	5	1500			
Peak-Hour Factor, PHF	1.00	0.83	0.83	0.83	0.83	1.00		
Hourly Flow Rate, HFR (veh/h)	0	1591	3	6	1807	0		
Percent Heavy Vehicles	0	--	--	1	--	--		
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)			2					
Peak-Hour Factor, PHF	1.00	1.00	0.83	1.00	1.00	1.00		
Hourly Flow Rate, HFR (veh/h)	0	0	2	0	0	0		
Percent Heavy Vehicles	0	0	1	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		L			R			
v (veh/h)		6			2			
C (m) (veh/h)		412			387			
v/c		0.01			0.01			
95% queue length		0.04			0.02			
Control Delay (s/veh)		13.9			14.4			
LOS		B			B			
Approach Delay (s/veh)	--		14.4					
Approach LOS	--		B					

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TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	RP			Intersection	SR 666 / MADEIRA COVE ACCESS			
Agency/Co.	GCC			Jurisdiction	FDOT			
Date Performed	2/17/2016			Analysis Year	FUTURE WITH PROJECTS			
Analysis Time Period	PM PEAK							
Project Description MADEIRA BEACH TOWN CTR								
East/West Street: SR 666				North/South Street: MADEIRA COVE ACCESS				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	47	1358	0	9	1484	14		
Peak-Hour Factor, PHF	0.86	0.86	0.86	0.86	0.86	0.86		
Hourly Flow Rate, HFR (veh/h)	54	1579	0	10	1725	16		
Percent Heavy Vehicles	0	--	--	1	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	1	2	0	1	2	0		
Configuration	L	T	TR	L	T	TR		
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	2	0	6	10	0	4		
Peak-Hour Factor, PHF	0.86	0.86	0.86	0.86	0.86	0.86		
Hourly Flow Rate, HFR (veh/h)	2	0	6	11	0	4		
Percent Heavy Vehicles	1	0	1	0	0	0		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	1	0	0	1	1		
Configuration		LTR			LT			
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L	L	LTR			LT		
v (veh/h)	54	10	8			11		
C (m) (veh/h)	366	418	190			78		
v/c	0.15	0.02	0.04			0.14		
95% queue length	0.51	0.07	0.13			0.47		
Control Delay (s/veh)	16.5	13.8	24.8			58.6		
LOS	C	B	C			F		
Approach Delay (s/veh)	--	--	24.8			47.0		
Approach LOS	--	--	C			E		

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TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	RP			Intersection	SR 666 / BOCA VISTA ACCESS			
Agency/Co.	GCC			Jurisdiction	FDOT			
Date Performed	2/9/2016			Analysis Year	FUTURE WITH PROJECTS			
Analysis Time Period	PM PEAK							
Project Description MADEIRA BEACH TOWN CTR								
East/West Street: SR 666				North/South Street: BOCA VISTA ACCESS				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		1334	2	11	1511			
Peak-Hour Factor, PHF	0.83	0.83	0.83	0.83	0.83	0.87		
Hourly Flow Rate, HFR (veh/h)	0	1607	2	13	1820	0		
Percent Heavy Vehicles	1	--	--	1	--	--		
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)	1		7					
Peak-Hour Factor, PHF	0.83	0.83	0.83	0.83	0.83	0.83		
Hourly Flow Rate, HFR (veh/h)	1	0	8	0	0	0		
Percent Heavy Vehicles	1	1	1	1	1	1		
Percent Grade (%)		0			0			
Flared Approach		N			N			
Storage		1			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration		LR						
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	LR					
v (veh/h)		13	9					
C (m) (veh/h)		407	316					
v/c		0.03	0.03					
95% queue length		0.10	0.09					
Control Delay (s/veh)		14.1	16.7					
LOS		B	C					
Approach Delay (s/veh)	--	--	16.7					
Approach LOS	--	--	C					

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	RP			Intersection	MADEIRA WAY/HOTEL DRIVEWAYS			
Agency/Co.	GCC			Jurisdiction	MADEIRA BCH			
Date Performed	2/9/2016			Analysis Year	FUTURE WITH PROJECTS			
Analysis Time Period	PM PEAK HOUR							
Project Description MADEIRA BEACH TOWN CTR								
East/West Street: MADEIRA WAY				North/South Street: HOTEL DRIVEWAYS				
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)	17	282	23	54	488	38		
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	17	296	24	56	513	40		
Percent Heavy Vehicles	1	--	--	1	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	1	0	0	1	0		
Configuration	LTR			LTR				
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	8	0	65	48	0	5		
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	8	0	68	50	0	5		
Percent Heavy Vehicles	1	1	1	1	1	1		
Percent Grade (%)		0			0			
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	1	0	0	1	0		
Configuration		LTR			LTR			
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LTR	LTR	LTR				LTR	
v (veh/h)	17	56	76				55	
C (m) (veh/h)	1022	1246	581				195	
v/c	0.02	0.04	0.13				0.28	
95% queue length	0.05	0.14	0.45				1.11	
Control Delay (s/veh)	8.6	8.0	12.1				30.6	
LOS	A	A	B				D	
Approach Delay (s/veh)	--	--	12.1				30.6	
Approach LOS	--	--	B				D	

END OF DOCUMENT

Servedio, Aimee

From: Crawford, Shane
Sent: Wednesday, June 1, 2016 10:25 AM
To: Servedio, Aimee
Subject: FW: Redevelopment

FYI in case you need to keep filing these.

Shane B. Crawford
City Manager
Madeira Beach
727-391-9951 ext 228
scrawford@madeirabeachfl.gov

-----Original Message-----

From: Hatch, Jay
Sent: Wednesday, June 1, 2016 9:07 AM
To: Crawford, Shane <scrawford@madeirabeachfl.gov>
Subject: Fw: Redevelopment

Shane,

Below is a response from the newsletter. I responded and mentioned I would forward their kind words along.

Jay Hatch
Athletics Coordinator
City of Madeira Beach
727-392-0665
MadBeachFUN.com

From: lrpatt13@gmail.com <lrpatt13@gmail.com>
Sent: Wednesday, June 1, 2016 9:00 AM
To: Hatch, Jay
Subject: Redevelopment

My name is Leo m Patt and thrilled to see new development in our town of Maderia Beach . We have been owners of condo # 405 at Serf Side South for app. 18 years. If we want the small business owners to compete with other beach towns then we have to modernize our community so that locals and visitors will come visit us and spend their money. It looks to me that the leaders of our town have our best interest at heart. Go for it while developers have an interest in community.

Leo m Patt
Sent from my iPhone

Servedio, Aimee

From: Crawford, Shane
Sent: Friday, May 27, 2016 9:13 AM
To: Servedio, Aimee
Subject: FW: high-rise condos and hotels

In case you need this.

Shane B. Crawford
City Manager
Madeira Beach
727-391-9951 ext 228
scrawford@madeirabeachfl.gov

From: Sarah D. [mailto:harass33@yahoo.com]
Sent: Thursday, May 26, 2016 6:20 PM
To: Crawford, Shane <scrawford@madeirabeachfl.gov>; Palladeno, Travis <tpalladeno@madeirabeachfl.gov>; Poe, Elaine <epoe@madeirabeachfl.gov>; Hodges, Nancy <nhodges@madeirabeachfl.gov>; Lister, Terry <tlister@madeirabeachfl.gov>; Shontz, Pat <pshontz@madeirabeachfl.gov>; jim.everett@yahoo.com; jeffthejewelerflorida@gmail.com; Noble, Michael <MNoble@madeirabeachfl.gov>; carrden23@gmail.com; dlaw@giopsnow.com; annras1@gmail.com
Subject: high-rise condos and hotels

To Whom It May Concern.

My family wants to speak out about this ridiculous idea to build high-rise condos and hotels on one of the most Madeira Beach areas. This is an OUTRAGE! When you go to the beach you want to see, feel and experience the beach feel not a city feel. We have been vacationing to this paradise, anywhere from one to six times a year, for over 20 years and will discontinue to if this gets approve. In fact we are planning on moving to that area in 2 years or less from Illinois, but will have to look elsewhere if this goes through. The traffic and noise will become more intense if this gets approved. These building will be such an eye sore and take away from small business that people love to shop and eat at. We and many people we spoke to last time we were there, which was 2 weeks ago, feel disgusted because this commission is destroying Madeira Beach. It has been proven that people who live on the high floors of a high-rise are less likely to leave their houses. This separates people from the outdoors, the city and from other people. What high-rise does is separate large numbers of people from the street, so we end up with a city that is detached from street life, we end up with a city that is based on enclaves and gated communities. According to Suzanne H. Crowhurst Lennard, co-founder and director of the Making Cities Livable International Council, "the construction industry is a powerful engine for fueling economic development. Tall buildings offer increased profits for developers. However, the higher a building rises, the more expensive is the construction. Thus, the tallest buildings tend to be luxury units, often for global investors. Tall buildings inflate the price of adjacent land, thus making the protection of historic buildings and affordable housing less achievable. In this way, they increase inequality." Patrick Condon of the University of British Columbia says that high-rise buildings are not green at all. He says, "high-rise buildings are subject to the effects of too much sun and too much wind on their all-glass skins. And all-glass skins are, despite many improvements to the technology, inherently inefficient. Glass is simply not very good at keeping excessive heat out, or desirable heat in. Our high-rises, according to BC Hydro (the province of British Columbia's main electric utility) data, use almost twice as much energy per square metre as mid-rise structures." Please for the love of Madeira Beach leave it alone!

Sarah Dakof - Coffman
Young Living Distributor - YoungLiving.com/en_US
My Member number 3776984 To order or join
Thirty-One Gifts Consultant
SarahsPersonalGifts.com

Servedio, Aimee

From: Poe, Elaine
Sent: Friday, May 27, 2016 2:43 PM
To: Servedio, Aimee
Subject: Quasi Judicial Correspondence

Would you please add that I spoke to the Notary Department in Tallahassee on the documents in question. I just called thru the main number and I did not write it down.

Servedio, Aimee

From: Gerri Clyatt <gerrigallo@gmail.com>
Sent: Monday, May 16, 2016 2:55 PM
To: Poe, Elaine
Subject: May 10 meeting on planned development

Thank you Elaine for not voting yes on the plans for this project. I do not believe that the plan has been carefully examined and I believe in size and scope it is way too massive for that little entrance to Madeira Beach..... Gateway to the City then what.

May 17, 2016

Mr. Thomas Trask, City Attorney
City of Madeira Beach, Florida

Re: Affected Party Testimony, June 14, 2016

Dear Mr. Trask:

This is to inform you I will not be able to attend the June 14 meeting and therefore will not be able to testify in person. I ask the comments below be read into the record at the June 14 meeting.

To the Madeira Beach Board of Commissioners

I wish to make clear to the Board of Commissioners I firmly believe that straight forward dialog is important to achieving mutually agreeable outcomes. I have been engaged in straight forward dialogue with City Manager, Shane Crawford and developers, Mr. William Karns and Mr. James Holton and the three condo associations on 150th Ave. for several months. In my opinion this approached has worked. The City Manager, the two, developers and the people who live in the condos have been very responsive to my central concern: safe access and exit to and from 150th Avenue from the south.

Mr. Karns showed exceptional creativity in suggesting the three condos: Madeira Cove, Boca Vista and Snug Harbor think outside the box to develop a common access point while assuring it would be cost neutral to them. The owners at each of the three condos showed a remarkable willingness to take extraordinary steps in a cooperative fashion to achieve the safe access they seek. Mr. Holton boldly stepped forward to lead a cooperative effort to find a political solution to the challenge of securing safe access. Mr. Crawford showed well developed listening skills in crafting what has become the central working document to address the safety concerns raised: amendment 9.11 in the Madeira Beach Town Center Planned Development and its counterpart in the Holiday Isle Marina Planned Development. All know it will take a team effort to achieve a win-win outcome.

My testimony, to you, on May 10 and the Planning Commission on April 28 was substantively similar. The facts I presented were based on a thorough review of the Madeira Beach Town Center Special Area Plan, Pinellas County Sheriff's Accident Report for 150th Ave, The Florida Department of Transportation Intersection Design Guide, 2015 and the result of a face-to face meeting with the City Manager, Mr. Karns and FDOT's Regional Director.

The challenges mentioned are based on my personal experience and of those who live on the south side of 150th Avenue. These concerns will soon be experienced by those who will live in the proposed new condos on the north side of 150th Ave.

I again ask you, as our elected leaders, to join this collaborative team to assure safe access to and from 150th Avenue for all users. I ask you to remember the current traffic light at Madeira Way serves more than allowing traffic from Madeira Way to safely access 150th Avenue. It also provides the same safe access to those who live on the south side of 150th. When this traffic light becomes a pedestrian crossing only traffic light it will become extremely challenging and increasing unsafe for those of us who live on 150th Ave to enter or exit 150th Ave. in to or out of our homes. A traffic light, perhaps semi actuated, is required at the new 4 way intersection at 399 150th Avenue and the entrance to the Madeira Beach Town Center condominiums appropriate alternative is required.

On behalf of the 314 people who currently live on the south of 150th Ave., as well as, the 180 people who will live in the proposed condos on the north side of 150th Ave., please support the recommendations I presented to you and take meaningful action to make sure they become reality. You are in a pivotal position. Your endorsement is essential.

Thank you for your time and consideration.

John J. Lipa, Affected or Aggrieved Party
399 150th Avenue, Unit 117c
Madeira Beach, FL. 33708

Servedio, Aimee

From: Richard Lewis <RICHARD_21345@msn.com>
Sent: Wednesday, May 11, 2016 4:11 PM
To: Crawford, Shane
Cc: ttrask@tmdlawfirm.com; Hodges, Nancy
Subject: Re: PD-Madeira Beach Town Center

Mr. Crawford; Thanks.

I have again viewed the "livestream" of the Planning Commission meeting of 4-28-16. Please note that my initially submitted comments on the PD Agreement concerned Madeira Way parking and elimination of the traffic signal at 150th Ave. and Madeira Way. The developer's representative, Ms Well's comments on same (Amend 9.11?) were only that that the change (will) "include angled parking along Madeira Way" and that (Re the traffic signal) the "Signalization will operate differently".

I believe it's reasonable to infer that all angled parking would be retained.

Unfortunately this is not the case as Ms Well's presentation at the BoC meeting of 5-10-16 indicates that angled parking will only be provided in front of the Post Office.

Madeira Way lane reduction (To 2), parking and signal operation are the most significant elements of the Town Center plan in terms of daily citizen impact and warrant more complete and timely dissemination of changes to the public.

I believe PDA amendments were submitted to the planning commission only 1-2 days prior to their meeting of 4-28-16 however these changes are yet to appear on our web site. (P&Z Page)

I suggest that the amended PDA be posted as soon as practical to enable early consideration of comments to the BoC.

With respect to "elaborated on at length", I assume you are referring to the developer's representatives since as noted below, no member of the Planning Commission questioned or commented on any aspect of the PDA prior to their vote.

Regards,

Dick Lewis, 561 Crystal Dr.

Richard J. Lewis

From: Crawford, Shane <scrawford@madeirabeachfl.gov>
Sent: Tuesday, May 10, 2016 11:25 AM
To: Richard Lewis; ttrask@tmdlawfirm.com
Cc: Hodges, Nancy
Subject: RE: PD-Madeira Beach Town Center

City Atty: Mr. Trask

City Mgr; Mr. Crawford.

Thanks for your messages.

Sorry. I confused the scope of my inquiry with an erroneous subject.

You note that the comments submitted were considered by the Planning Commission in voting to recommend approval by the BoC.

Thanks, but what are they?

To clarify; The PD Agreement amendments submitted to the Planning Commission were briefly noted at the meeting by the contractor's representative but without appropriate detail. I believe that the Planning Commission should have elaborated on the amendments for public information prior to a vote. but they did not.

The substance of my most recent inquiry was to identify the changes and perhaps insure that an amended PD Agreement would be available on our web site well prior to presentation to the BoC.

Thanks for your consideration.

Dick Lewis, 561 Crystal Dr.

Richard J. Lewis

Servedio, Aimee

From: Crawford, Shane
Sent: Thursday, May 12, 2016 12:04 PM
To: Richard Lewis
Cc: ttrask@tmdlawfirm.com; Hodges, Nancy; Marshall-Barley, Sea; McGrady, Cheryl
Subject: RE: PD-Madeira Beach Town Center

Mr. Lewis,

See comments below

Shane B. Crawford
City Manager
Madeira Beach
727-391-9951 ext 228
scrawford@madeirabeachfl.gov

From: Richard Lewis [mailto:RICHARD_21345@msn.com]
Sent: Wednesday, May 11, 2016 4:11 PM
To: Crawford, Shane <scrawford@madeirabeachfl.gov>
Cc: ttrask@tmdlawfirm.com; Hodges, Nancy <nhodges@madeirabeachfl.gov>
Subject: Re: PD-Madeira Beach Town Center

Mr. Crawford; Thanks.

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I believe it's reasonable to infer that all angled parking would be retained.—angled parking will be on madeira way except for in front of hotel A which is currently the Bronze Lady building

Unfortunately this is not the case as Ms Well's presentation at the BoC meting of 5-10-16 indicates that angled parking will only be provided in front of the Post Office.—this is not true...see previous comment

Madeira Way lane reduction (To 2)—instead of two lanes each way as it is currently, it will go to one land each way with 12 foot sidewalks to encourage foot traffic and a more inviting pedestrian walkway., parking and signal operation are the most significant

elements of the Town Center plan in terms of daily citizen impact and warrant more complete and timely dissemination of changes to the public.—this was introduced several months ago.

I believe PDA amendments were submitted to the planning commission only 1-2 days prior to their meeting of 4-28-16 however these changes are yet to appear on our web site. (P&Z Page)they'll be posted today and the plan commission was provided the amendment 9.11 in a timely fashion

I suggest that the amended PDA be posted as soon as practical to enable early consideration of comments to the BoC.—it'll be posted today

With respect to "elaborated on at length", I assume you are referring to the developer's representatives since as noted below, no member of the Planning Commission questioned or commented on any aspect of the PDA prior to their vote.—this is simply not true. Please refer to plan commission meetings dating back to December 2015

Regards,
Dick Lewis, 561 Crystal Dr.

Richard J. Lewis

From: Crawford, Shane <scrawford@madeirabeachfl.gov>
Sent: Tuesday, May 10, 2016 11:25 AM
To: Richard Lewis; ttrask@tmdlawfirm.com
Cc: Hodges, Nancy
Subject: RE: PD-Madeira Beach Town Center

scrawford@madeirabeachfl.gov

mailto:RICHARD_21345@msn.com

scrawford@madeirabeachfl.gov ttrask@tmdlawfirm.com
nhodges@madeirabeachfl.gov

City Atty: Mr. Trask
City Mgr; Mr. Crawford.

Thanks for your messages.

Sorry. I confused the scope of my inquiry with an erroneous subject.

You note that the comments submitted were considered by the Planning Commission in voting to recommend approval by the BoC.

Thanks, but what are they?

To clarify; The PD Agreement amendments submitted to the Planning Commission were briefly noted at the meeting by the contractor's representative but without appropriate detail. I believe that the Planning Commission should have elaborated on the amendments for public information prior to a vote. but they did not.

The substance of my most recent inquiry was to identify the changes and perhaps insure that an amended PD Agreement would be available on our web site well prior to presentation to the BoC.

Thanks for your consideration.
Dick Lewis, 561 Crystal Dr.

Richard J. Lewis

Servedio, Aimee

From: Peter Pisciotta <Peter.Pisciotta@finelineadvisors.com>
Sent: Thursday, May 12, 2016 6:42 AM
To: Poe, Elaine
Subject: Thank you for your NO vote

Elaine – I understand you voted ‘no’ on the Madeira Beach development projects. I consider myself apart from the “NO” crowd – I’m not sure they would be “YES” on anything, but I do think the City should develop a vision for itself separate and apart from Developer interests; and then find Developers to fulfill that vision.

Thanks for your vote. Given the giddy enthusiasm displayed by your colleagues in City Hall, I’m sure you may have felt a bit isolated.

Regards,

Peter Pisciotta
182 148th Ave E

Servedio, Aimee

From: Steven Miller <smiller091@gmail.com>
Sent: Monday, April 25, 2016 5:30 PM
To: Servedio, Aimee; Poe, Elaine; Hodges, Nancy; Shontz, Pat; Crawford, Shane; Lister, Terry; Palladeno, Travis
Subject: Citizen Comment - 4/28/2016 Planning Commision Meeting
Attachments: PublicCommentSectionofNextRegularMeetingofthePlanningCommision4282016-MadeiraWayKarnsProjectDevelopmentApproval.pdf

City Clerk/City Manager

Please have the City Attorney read the attached statement as my input to the discussion of the Madeira Way/Karns Project at this meeting. Since there is no agenda posted yet, I am unable to provide an Agenda Item Number at this time,

Regards,

Steven Miller

I will not be able to attend them in person as I will be travelling, but I want to register my opinions on the record.

I don't want my absence to be thought of as support for the proposals. I know I will be missed.

Regards,

Steve Miller
15329 Harbor Drive
Madeira Beach FL
727 397-5692



**MADEIRA BEACH BOARD OF COMMISSIONERS
JUNE 14, 2016 – AGENDA REPORT**

FROM: Michelle Orton, CFM
Planning and Zoning Director

SUBJECT: PUBLIC HEARING to consider Alcoholic Beverage Application #2016-03 for a 4COP license (Beer, Wine, and Liquor; sale by the drink for consumption on premises and package sales in sealed containers) at a restaurant located at 4330 Duhme Road.

BACKGROUND: Pursuant to Section 110-532, consideration of alcoholic beverage application of the Madeira Beach Code of Ordinances, Angry Pepper Waterside is seeking to obtain a 4COP alcoholic beverage permit for the sale of beer, wine and liquor at Angry Pepper Waterside located at 4330 Duhme Road. Currently, Angry Pepper Waterside has a 2COP license but are requesting to serve liquor which requires a 4COP license. This establishment is located in the C-3 Retail Commercial Zoning District.

Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days prior to the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property.

Section 110-532. Consideration of alcoholic beverage application.

When considering the alcoholic beverage application, the Board of Commissioners shall consider the following factors:

- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.**

Response: The restaurant for which this Alcoholic Beverage application is proposed is an existing restaurant along Duhme Road. Currently, this restaurant serves beer and wine but are requesting to also serve liquor which requires a 4COP license. South of Angry Pepper Waterside is Publix and Walgreens and both have sales for beer, wine and liquor. The proposed request for a 4COP will not adversely affect the character of the neighborhood.

- (2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.**

Response: The requested permit is for an existing restaurant located at 4330 Duhme Road, 90 feet from the intersection of Duhme Road and American Legion Drive. It is not anticipated to create a significant increase in traffic congestion or present a safety hazard to the area.

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

Response: This site is an existing restaurant for which this application is proposed. The location is part of a commercial area that includes businesses that sell alcohol. The property is zoned as C-3 where restaurants are a permitted use.

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

Response: The requested license is not anticipated to adversely affect public safety. Angry Pepper Waterside is an operating restaurant/bar and has been located on Duhme Road for over 10 years without affecting the public safety.

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

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

**BUDGETARY
IMPACT:**

N/A

**STAFF
RECOMMENDATION:**

Staff recommends *approval* for Alcoholic Beverage Application #2016-03 to allow a 4COP alcoholic beverage license for the sale of beer, wine and liquor (Beer, Wine, and Liquor; sale by the drink for consumption on premises and package sales in sealed containers) for Angry Pepper Waterside, located at 4330 Duhme Road, for the reasons contained in this agenda report.

Condition: Staff has discussed the parking with the applicant. The applicant has agreed to move the ADA parking space closest to the front door of the building.

ATTACHMENT(S):

Public Notice
Alcoholic Beverage Application
Location Map
Photo

Agenda Item: J-4.



**CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FLORIDA 33708**

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach, Florida, will hold a Public Hearing on **TUESDAY, JUNE 14, 2016** at 6:00 p.m., or as soon after as the matter may be heard, to review this application to allow a 4COP alcoholic beverage license for consumption on the premises.

THIS APPLICATION IS FOR A 4COP ALCOHOLIC BEVERAGE APPLICATION #2016-03

Operator/Manager: NICHOLAS M. WILLE

Business Location: 4330 DUHME ROAD

Business: ANGRY PEPPER WATERSIDE

Permit Request:

Pursuant to City Code Section 110-532, Consideration of Alcoholic Beverage Application, ANGRY PEPPER WATERSIDE located at 4330 DUHME ROAD, Madeira Beach, Florida, is seeking a 4COP alcoholic beverage license to consume alcoholic beverages on the premises. The property is located in the C-3 Retail Commercial Zoning District.

Note:

You have received this notice because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application or write the City Clerk prior to the Public Hearing stating your opinions. The completed application is on file in the Office of the City Clerk and may be reviewed during regular business hours.

POSTED: May 27, 2016 @ Property Site, City Hall, City of Madeira Beach Website Posting Locations (3)

RECEIVED
APR 28 2016
BY: AS

MS 2016-03
ABP #: _____



CITY OF MADEIRA BEACH
PLANNING AND ZONING DEPARTMENT
300 MUNICIPAL DRIVE + MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 255 + FAX (727) 399-1131
Email: planning@madeirabeachfl.gov



ALCOHOLIC BEVERAGE PERMIT APPLICATION

Applicant's Name: Nicholas M Wille

Type of License Requested: HCOP

Name of Partnership, Corporation, LLC (if applicable): Americ. Food Group #4 LLC

Mailing Address: P.O. Box 137
Belle Plaine, La 52208

Phone(s): 319-300-2701 Email: nick@belleplaineNursery.com

Type of Ownership: Individual Partnership Corporation LLC

Name of Business: Angry Pepper Waterside Business Phone: 727-391-0800

Physical Address: 4330 Duhme Rd Madeira Beach Fl 337

Parcel #: Section 3 Township 31 South Edgewater Estate lot 384

Legal Description: _____

Number of Seats: Inside: 75 Outside: 25

Zoning District:

- C-1 Tourist Commercial
- C-3 Retail Commercial
- R-3 Only Restaurant
- C-2 John's Pass Marine Commercial
- C-4 Marine Commercial

Classification:

- Package store, beer & wine
- Package store, beer, wine, liquor
- Bar
- Retail Store, beer, wine
- Restaurants
- Club
- Charter Boats

Number of Parking Spaces: 27 HC Parking Spaces: 1 Bike Racks: 1

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

Hours of Operation:

Monday: 11:00 am - midnight

Tuesday: 11:00 am - midnight

Wednesday: 11:00 am - midnight

Thursday: 11:00 am - midnight

Friday: 11:00 am - midnight

Saturday: 11:00 am - midnight

Sunday: 11:00 am - midnight

General Description of Business: Restaurant

Supporting Materials Required:

Property Owner's Written Approval

Property Survey

Site Plan

Signed Certificate of Wet Zone

Questionnaire: On a separate piece of paper, please answer the following questions:

1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood. None
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard. None as it is existing business.
3. Whether or not the proposed use is compatible with the particular location for which it is proposed. location is existing and compatible
4. Whether or not the proposed use will adversely affect the public safety. will not affect safety, business already exists
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code.

Affidavit of Applicant:

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

Signature of Applicant:  Date: 4/21/16

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.

ABP #: _____

****For City of Madeira Beach Use Only****

Fee: \$300.00 Check # _____ Cash Receipt # _____

Date Received: 4/28/16 Received by: _____

ABP# Assigned: 2016-03

BOC Hearing Date: 6/14/16 Approved Denied

Community Development Director Date: _____

City Manager Date: _____

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

April 21, 2016

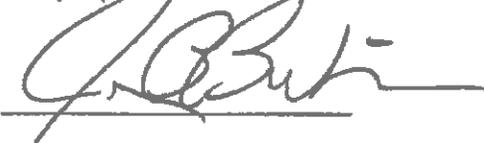
TO: City of Madelra Beach

RE: Angry Pepper Waterside Smokeshack and Grill

City Business License # 2057

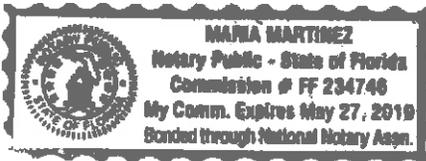
Please be advised that the above named business has been transferred to Nick Wille. I understand that Mr. Wille intends to apply for a liquor license for the restaurant location at 4330 Duhme Road.

I fully support his intention to distribute liquor on the premises.



James Bumiller

The foregoing instrument was acknowledged by James Bumiller, who has placed his signature on this instrument before me personally, and who has produced FDL as identification and who did take this oath, this 21 day of April, 2016.



SECTION 5 -- APPLICATION APPROVAL

Full Name of Applicant: (This is the name the license will be issued in)

Business Name (D/B/A)

Street Address

City

County

State
FL

Zip Code

ZONING

TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION

- A. The location complies with zoning requirements for the sale of alcoholic beverages pursuant to this application for a Series: _____ Type: _____
- B. _____ license.
- C. This approval includes outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed and are identified on the sketch? Yes No

Check either: Please do not skip, this is important for license fee sharing

Location is within the city limits or Location is in the unincorporated county

Signed _____ Date _____

Title _____ This approval is valid for _____ days.

SALES TAX

TO BE COMPLETED BY THE DEPARTMENT OF REVENUE

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax.

1. This is to verify that the current owner as named in this application has filed all returns and that all outstanding billings and returns appear to have been paid through the period ending _____ or the liability has been acknowledged and agreed to be paid by the applicant. This verification does not constitute a certificate as contained in Section 212.10 (1), F.S. (Not applicable if no transfer involved).
2. Furthermore, the named applicant for an Alcoholic Beverage License has complied with Florida Statutes concerning registration for Sales and Use Tax, and has paid any applicable taxes due.

Signed _____ Date _____

Title _____ Department of Revenue Stamp

This approval is valid for _____ days.

HEALTH

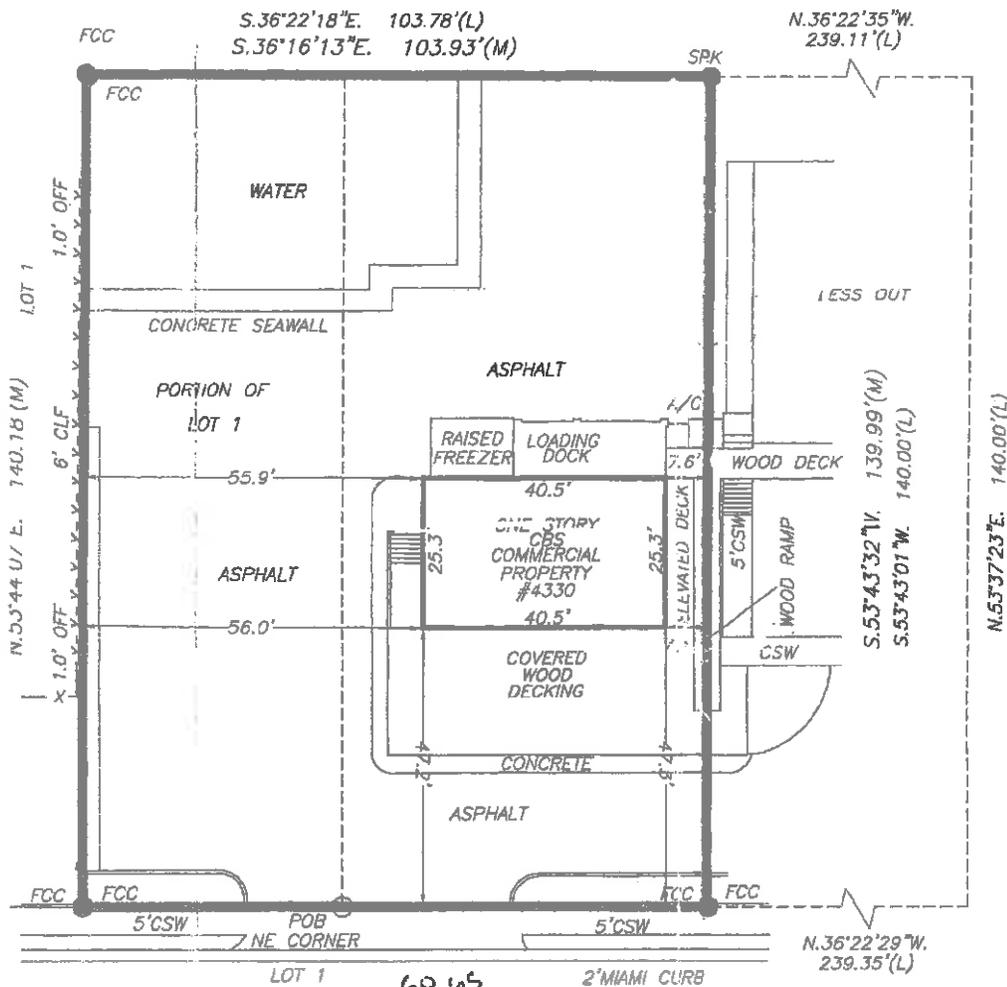
**TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date _____

Title _____ Agency _____

This approval is valid for _____ days.



LEGAL DESCRIPTION
 BEGIN AT THE NE CORNER OF ESTATES UNIT NO. 1 PLAT BOOK 48, PAGE 29 OF THE PL 53°37'25" W, 140.00 BEGINNING. LESS AN CORNER OF LOT 1, 12, ACCORDING TO PAGE 29 OF THE PL 36°22'29" W, 60.65 36°22'29" W, 239.35 36°22'35" E, 239.11 BEGINNING.

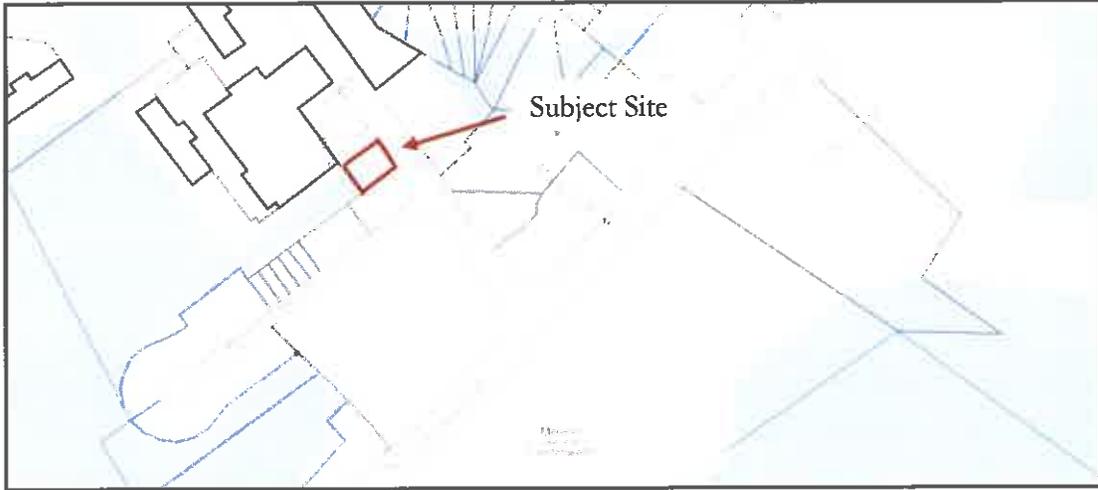
LOT 1 60.65
 N.36°22'35"W. 103.95'(M)
 N.36°22'18"W. 103.77'(L)

DUHME ROAD(F)
 BLACKHAWK ROAD(P)

47'PARTIAL R/W(F)
 100'R/W(P)

LEGEND:			
A = ARC	CONC. = CONCRETE	FCM = FOUND CONCRETE MONUMENT	LLF = LOWEST LIVING FLOOR
BM = BENCH MARK	CSW = CONCRETE SIDEWALK	FH = FIRE HYDRANT	M = MEASUREMENT
BRC = BEARING	D = DEED	FIP = FOUND IRON PIPE	MH = MANHOLE
CBS = CONCRETE BLOCK/STUCCO	DE = DRAINAGE EASEMENT	FIR = FOUND IRON ROD	OHP = OVERHEAD POWER LINE
CALC = CALCULATED	EOP = EDGE OF PAVEMENT	FN = FOUND NAIL	P = PLAT
CHB = CHORD BEARING	ECW = EDGE OF WATER	FPP = FOUND PINCH PIPE	PC = POINT OF CURVATURE
CH = CHORD	FCC = FOUND CROSS CUT		PCP = PERMANENT CONTROL POINT
CLF = CHAIN LINK FENCE			PI = POINT OF INTERSECTION
			PP = POWER POLE
			R = RADIUS
			SIP = SET IRON PIPE
			SIR = SET IRON ROD WITH CAP # 6047
			UE = UTILITY EASEMENT
			WB = WATER BOX
			WF = WOOD FENCE

**LOCATION MAP
ANGRY PEPPERS
4330 DUHME ROAD**



Angry Pepper Waterside
4330 Duhme Road



5 Customer Boat Slips





PAM DUBOV, CFA, CAE

Pinellas County Property Appraiser

www.pcpao.org

pam@pcpao.org

300 Municipal Drive
Madeira Beach, Florida 33708

727-391-9951

Fax 727-399-1131

www.madeirabeachfl.gov

Run Date: 23 May 2016

Subject Parcel: 03-31-15-25146-000-0010

Radius: 300 feet

Parcel Count: 153

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

Total pages: 7

116-03
Angry Peppers
Mailed 5/26/16

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, FL33756
MAIL: PO Box 1957
Clearwater, FL33757
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/P)
TANGIBLE PERSONAL PROPERTY
TEL: (727) 464-8484
FAX: (727) 464-8488

NORTH COUNTY

29269 US Highway 19 N
Clearwater, FL33761
TEL: (727) 464-8780
FAX: (727) 464-8794

TYRONE (SOUTH)

1800 66TH St. N
St. Petersburg, FL33710
TEL: (727) 582-7652
FAX: (727) 582-7610

MID-COUNTY

CUSTOMER SERVICE CENTER - WALK-IN
13025 Starkey Rd., Largo (Tax Collector)
TEL: (727) 464-3207
FAX: (727) 464-8488
MAIL: PO Box 1957 - Clearwater, FL33757

SIWEK, JOSEPH P & MARY E REV LIV TRUST
SIWEK, JOSEPH P TRE
10906 S HOYNE
CHICAGO IL 60643-3323

SIWEK, JOSEPH P & MARY E REV LIV TRUST
SIWEK, JOSEPH P TRE
10906 S HOYNE
CHICAGO IL 60643-3323

SWORD, JEAN E TRUST
SWORD, JEAN E TRE
839 BROADVIEW BLVD
DAYTON OH 45419-3639

BOYLE, CONRAD L
BOYLE, LANA F
4750 COVE CIR APT 1003
ST PETERSBURG FL 33708-2858

MARCHETTI, FRANK
MARCHETTI, LOIS
3408 KINGLET CT
OAKVILLE ON L6L 6T3

NOWAK FAMILY TRUST
NOWAK, VINCENT J TRE
148 WESTGATE DR
SAINT PETERS MO 63376-4266

ROUS, SUZANNE R TRE
2033 BUTTERFLY LANE # CC204
NAPERVILLE IL 60563-5306

KOHLER, MARY L
KOHLER, SUSAN R
4550 COVE CIR N APT 704
ST PETERSBURG FL 33708-6901

GIL, ANA
4550 COVE CIR APT 603
ST PETERSBURG FL 33708-2846

WHITE, ROBERT G JR
2061 EASTWOOD BEACH DR
GRASS LAKE MI 49240-9311

MILLER, EUGENE
4455 DUHME RD APT 204
ST PETERSBURG FL 33708-2833

SEA TOWERS OWNERS ASSN INC
4570 COVE CIR
ST PETERSBURG FL 33708

KLAKER, MATTHEW J
4455 DUHME RD UNIT 302
ST PETERSBURG FL 33708-2865

RIVAS, LAZARA
2707 N HIMES AVE
TAMPA FL 33607-2113

JACOB, NAJIB M
JACOB, ANNA N
4550 COVE CIR APT 1001
ST PETERSBURG FL 33708-2847

GROULX, DALE J
GROULX, SHEILAV
806 E 24TH ST
BALDWIN MI 49304-9149

D & J PROPERTY MGMT LLC
5521 EXTRAVAGANT CT
COCOA FL 32926-1711

WRIGHT, PATRICK
4550 COVE CIR APT 1105
ST PETERSBURG FL 33708-2847

MAMROT, JIMANINE A
MONTELEONE, TERRY JO
200 LAFAYETTE LN
HOFFMAN ESTATES IL 60169-4131

NORAT, IDA E
4455 DUHME RD APT 101
ST PETERSBURG FL 33708-2832

GUNDLING, JOANNE A
4455 DUHME RD APT 304
ST PETERSBURG FL 33708-2865

TAYLOR, MARCUS J TRUST
TAYLOR, MARCUS J TRE
501 PARKSHORE DR
SHOREWOOD IL 60404-9763

EHRHARDT, MARGARET A
804 SENECA CREEK RD
WEST SENECA NY 14224-2423

CORR, KATHLEEN
CORR, BRIAN
4550 COVE CIR UNIT 904
ST PETERSBURG FL 33708-6901

FRAIN, ELIZABETH H
4550 COVE CIR APT 201
ST PETERSBURG FL 33708-2845

EQUITY TRUST CO
SEP IRA # Z125198
1229 BEACH DR NE
ST PETERSBURG FL 33701-1417

JANNUSCH, MARIAN M
JANNUSCH, DENNIS G
902 AUGUSTA
WATERFORD WI 53185-3990

GOLDEN, JACK L TRUST
GOLDEN, JACK L TRE
4550 COVE CIR APT 608
ST PETERSBURG FL 33708-2846

LAURENZANO, FRANK MICHAEL
LAURENZANO, ANGELA MARY
C/O LAURENZANO, STEPHEN M TRE
2804 BOTTICELLI DR
HENDERSON NV 89052-3109

REC INVESTMENTS INC
4350 DUHME RD
MADEIRA BEACH FL 33708-2809

ROBERTSON, JAMES
ROBERTSON, HELEN
1643 HEATHSIDE CRES
PICKERING ON L1V 5W6

THOMPSON, TIMOTHY L
THOMPSON, DAWN A
205 162ND AVE
REDINGTON BEACH FL 33708-1623

CAPOZZI, NICHOLAS
2 MAIN ST
DEPEW NY 14043-3323

MILLER, SARA A
C/O LAURENZANO, MARIANA POA
2804 BOTTICELLI DR
HENDERSON NV 89052-3109

RAY, IDA
4550 COVE CIR APT 306
ST PETERSBURG FL 33708-2845

SLADEWSKI, BILL EDWARD
8409 LAKEVIEW CT
YPSILANTI MI 48198-3625

HUTSON, CARLES E
HUTSON, LINDA L
1375 ROSE BERRY CT
MOORESVILLE IN 46158-2020

GLAUCH FAMILY TRUST
GLAUCH, ALDEN G TRE
2174 MARKRIDGE LOOP
THE VILLAGES FL 32162-3199

WASIK, WITOLD
WASIK, ALINA
4455 DUHME RD APT 108
ST PETERSBURG FL 33708-2875

SCHATZ REVOCABLE TRUST
SCHATZ, JOHN H TRE
48 PEACOCK LN
COMMACK NY 11725-4911

CESARE, PAUL E
4550 COVE CIR APT 309
ST PETERSBURG FL 33708-2845

VEGLIA, BERNARD
VEGLIA, THELMA
4455 DUHME RD APT 103
ST PETERSBURG FL 33708-2832

MEECHAN, MARGARET
132 KING ST
MT ALBERT ON L0G 1M0

KANE, DAVID M
4550 COVE CIR APT 907
ST PETERSBURG FL 33708-6901

MOHARERI, FATEMEH S
4550 COVE CIR UNIT 103
ST PETERSBURG FL 33708-2845

LAU, ERNEST MAN KAI LOUIS
4550 COVE CIR # 104
ST PETERSBURG FL 33708-2845

NEWMAN, DOROTHY J TRUST
NEWMAN, DOROTHY J TRE
C/O NEWMAN, DOROTHY J TRUST
502 SAINT TROPEZ CIR NE
ST PETERSBURG FL 33703-3111

WHITFORD, JAMES E TRE
PO BOX 8366
MADEIRA BEACH FL 33738-8366

ROLLINS, DOROTHY R
4550 COVE CIR APT 703
ST PETERSBURG FL 33708-6901

~~SWORD, JAMES M
SWORD, JEAN E
839 BROADVIEW BLVD
DAYTON OH 45419-3639~~

CARROLL, JAMES W
CARROLL, VELMA A
481 SHANNON CRESCENT
BURLINGTON ON L7L 2R6

ROSNER, FRANCES
ROSNER, JOHN
1151 BRIAR CT
OTTAWA IL 61350-4256

DE LUCA, CRESCENZO
PO BOX 1269
LITCHFIELD CT 06759-1269

BEYUS, ROBERT J
BEYUS, CAROL R
4550 COVE CIR APT 401
ST PETERSBURG FL 33708-2846

MUSCA PROPERTIES LLC
C/O INDUSTRY CONSULTING GROUP INC
PO BOX 1919
WICHITA FALLS TX 76307-1919

ISHMAEL, ERWIN P
ISHMAEL, CELESTINA F
4455 DUHME RD APT 301
ST PETERSBURG FL 33708-2865

KIENER, JEROME R
KIENER, PAULETTE S
238 FAREWAY LN
GRAND ISLAND NY 14072-2551

HANSEN, EDWARD
ALCOTT, ARLENE
4550 COVE CIR APT 208
ST PETERSBURG FL 33708-2845

FOOTE, VIRGINIA P EST
4550 COVE CIR APT 304
ST PETERSBURG FL 33708-2845

CUNNINGHAM, JAMES
CUNNINGHAM, CATHERINE
6 TULIP LN
MONROE NY 10950-1017

SMITH, SUSAN G
2940 EAST 630 N
HUNTINGTON IN 46750-9673

JORGENSEN, DARLENE P
VETTERLI, ROBERT E
330A HIGGINS RD
PARK RIDGE IL 60068-5773

RICHARD, MARILYN
333 COLONEL LEDYARD HWY
LEDYARD CT 06339-1909

TICHULKA, MARGARET T
4550 COVE CIR APT 1004
ST PETERSBURG FL 33708-2847

LORUSSO, GIUSEPPE
12 STAVEBANK RD
MISSASSAUGO ON L5G 2T4

ELLIS, ALIETTE
8110 SW 81ST TER
MIAMI FL 33143-6626

STOLTZ, JOHN G
STOLTZ, HEATHER A
109 MAPLE CENTER DR
HILTON NY 14468-9011

BARBER, RONALD J JR
BARBER, VALERIE ROSE
1 LEE TER
MARLTON NJ 08053-2114

CORREIA, JOHN
CORREIA, CIDALIA
4550 COVE CIR APT 303
ST PETERSBURG FL 33708-2845

GREENE, RICHARD JAMES
5916 VAN BUREN ST
NEW PORT RICHEY FL 34653-4248

WILLIS, CECIL L
WILLIS, SONJA I
4550 COVE CIR UNIT 202
ST PETERSBURG FL 33708-2845

DIMASCIO, FRANK R
29 TOWNLY RD
WATERTOWN MA 02472-3117

FAYBIK, CHARLES
4455 DUHME RD APT 303
ST PETERSBURG FL 33708-2865

ALCOTT, ELMER D
SHAW, KAREN R
4550 COVE CIR UNIT 209
ST PETERSBURG FL 33708-2845

MC MAHON, JAMES J
MC MAHON, LAUREL E
4550 COVE CIR APT 1207
ST PETERSBURG FL 33708-2847

BISHOP, MYRA A TRUST
BISHOP, MYRA A TRE
C/O BISHOP, MYRA A TRUST
12401 N 22ND ST APT G703
TAMPA FL 33612-4645

SCHOENECKER, MICHAEL
43 WILKSHIRE PL
LANCASTER NY 14086-2703

MILOS, DORIS I
4455 DUHME RD APT 209
ST PETERSBURG FL 33708-2865

ARENTH, DONNA J
4550 COVE CIR APT 803
ST PETERSBURG FL 33708-6901

FISCUS, CATHLEEN R
FISCUS, ROBERT E
92 ROBIN LN
WEST SENECA NY 14224-2356

MATYBELL, BARBARA J
185 KINGWOOD LOCKTOWN RD
STOCKTON NJ 08559-1221

TAYLOR, CLIFTON JR
415 OAK HAVEN DR
ALTAMONTE SPRINGS FL 32701-6317

LONGBOAT DEVELOPMENT LLC
1101 E CUMBERLAND AVE
TAMPA FL 33602

LOAFMAN, WILLIAM L TRUST
LOAFMAN, WILLIAM L TRE
4455 DUHME RD APT 107
ST PETERSBURG FL 33708-2875

SEA TOWERS OWNERS ASSN INC
4570 COVE CIR
MADEIRA BEACH FL 33708

GROSSO, MARY FRANCES
GROSSO, TIMOTHY ROGER
10923 109TH LN
LARGO FL 33778-4049

DOLAN, FRANK F
7 TENNEY RD
WESTFORD MA 01886-1038

ARNOLD, GERALD
ARNOLD, KATHY E
4550 COVE CIR APT 909
MADEIRA BEACH FL 33708-6901

KLEIN, WESLEY
9850 HARRELL AVE
TREASURE ISLAND FL 33706-3253

GORDON, JAMES D SR
GORDON, TERESA A
4550 COVE CIR APT 206
ST PETERSBURG FL 33708-2845

LAWLOR, ROBERT
LAWLOR, GEORGIA STRATTON
343 W OLD TOWN CT APT 703
CHICAGO IL 60610-7694

USA FED NATL MTG ASSN
950 E PACES FERRY RD STE 1900
ATLANTA GA 30326-1384

HEGG, HERBERT JOHN
HEGG, JULIA ANN
7380 MAPLE TERRACE AVE
TRAVERSE CITY MI 49686-1714

ROE, TERRANCE W
ROE, GLORIA M
4550 COVE CIR APT 1209
ST PETERSBURG FL 33708-2847

ESPOSITO, KATHERINE A
WILES, SHEILA M
931 RICE RD
ELMA NY 14059

BAIARDI FAMILY LLC
17146 FAIRFIELD
DETROIT MI 48221-3022

OWCZARZAK, THOMAS
OWCZARZAK, CYNTHIA
38 FOXWOOD ROW
DEPEW NY 14043-5020

NOE, MARTHA I
4455 DUHME RD APT 111
MADEIRA BEACH FL 33708-2875

DOHERTY, GERALDINE M
13 TAYLOR PL
SAINT JOHNS NL A1A 1L4

CAMPBELL LIVING TRUST
CAMPBELL, MURDO A TRE
16 DELMONT AVE
BARRE VT 05641-3629

SEA TOWERS OWNERS ASSN
4600 DUHME RD
ST PETERSBURG FL 33708-4899

GLEASON, JAMES F
GLEASON, PENELOPE F
5183 GARDEN PATH
HAMBURG NY 14075-3402

TINNESZ, PHYLLIS L
4550 COVE CIR APT 804
ST PETERSBURG FL 33708-6901

BURGESS, MICHAEL
4550 COVE CIR APT 606
ST PETERSBURG FL 33708-2846

KIERNAN, JAMES E & CAROL A REV TRUST
KIERNAN, JAMES E TRE
C/O KIERNAN, JAMES E & CAROL A REV TRU
11420 HIDDEN COVE CT
TRINITY FL 34655-7100

EDWARDS, TERESA M
4455 DUHME RD APT 102
NORTH REDINGTON BEACH FL 33708-2832

AMERICAN LEGION INC AUGUSTUS RUSER JR
POST 273
600 AMERICAN LEGION DR
MADEIRA BEACH FL 33708-2819

LUSTRA LLC
177 SPORTSMAN AVE
FREEPORT NY 11520-5630

COX, GARRY F
4550 COVE CIR UNIT 1208
ST PETERSBURG FL 33708-2847

CLARK, PATRICIA L
4550 COVE CIR UNIT 1005
ST PETERSBURG FL 33708-2847

LEICHTFUSS, ROBERT B & JOAN E REV TRU
LEICHTFUSS, ROBERT B TRE
4550 COVE CIR APT 806
MADEIRA BEACH FL 33708-6901

SELLERS, FRED A TRE
4550 COVE CIR APT 405
ST PETERSBURG FL 33708-2846

CAFFERKY, KATHLEEN E
4455 DUHME RD APT 203
ST PETERSBURG FL 33708-2833

EXTRA SPACE PROPERTIES EIGHTY SIX LLC
PO BOX 320099
ALEXANDRIA VA 22320-4099

FRIENDSHIP COMMUNITY CHURCH INC
C/O TONI HAWKINS
11140 4TH ST E
TREASURE ISLAND FL 33706-3000

DITUCCIO, MARTIN A
4455 DUHME RD APT 104
ST PETERSBURG FL 33708-2832

JONES, JOHN J
JONES, NELLIE R
250 W 78TH ST 2BF
NEW YORK NY 10024-6675

PUBLIX SUPER MARKETS INC
P O BOX 407
LAKELAND FL 33802-0407

NORAT, SYLVIA
4455 DUHME RD APT 105
ST PETERSBURG FL 33708-2832

BARRICK, WAYNE
BARRICK, BEVERLEY
4550 COVE CIR UNIT 404
ST PETERSBURG FL 33708-2846

REARDON, BRENDA A
4550 COVE CIR APT 409
ST PETERSBURG FL 33708-2846

CAPPELANO, PETER T
CAPPELANO, YVONNE A
156 RIVER RD
PAWCATUCK CT 06379-2018

MATTHEWS, LINDA SHARON
4550 COVE CIR UNIT 1103
ST PETERSBURG FL 33708-2847

LAFAYETTE OWNERS ASSN
4300 DUHME RD STE D
MADEIRA BEACH FL 33708-2892

PROBECK FAMILY TRUST
PROBECK, JOHN E TRE
4525 COVE CIR UNIT 809
ST PETERSBURG FL 33708-2897

RADZIEWICZ, KENNETH E
4750 COVE CIRCLE # 1002
ST PETERSBURG FL 33708-2858

WEDLOCK REVOCABLE LIVING TRUST
WEDLOCK, JOHN W TRE
4550 COVE CIR N # 1104
MADEIRA BEACH FL 33708-2847

CARR, WILLIAM JAMES
CARR, ANNA MARIA
7477 CLARKE DR
PORT FRANKS ON NOM 2LO

BIDDLE, GARY W
408 FULTON
HEYWORTH IL 61745-8801

TAYLOR, RYAN S
TAYLOR, MYLES E
4455 DUHME RD # 311
MADEIRA BEACH FL 33708-2834

WINTERFIELD, JIM
WINTERFIELD, JUNE
4455 DUHME RD APT 305
MADEIRA BEACH FL 33708-2865

ROWCLIFFE, DARLENE M
4455 DUHME RD APT 205
ST PETERSBURG FL 33708-2833

ZHONG JIANHUI
WANG, TONG
2 SUTTON POINT
PITTSFORD NY 14534-4616

BRENNAN, ANNE MARIE
4550 COVE CIR UNIT 1109
ST PETERSBURG FL 33708-2847

MAHONEY, THOMAS A
MAHONEY, CHARLOTTE M
4550 COVE CIR APT 809
ST PETERSBURG FL 33708-6901

WASHINGTON TOWERS ASSN
4550 COVE CIR \$ 105
MADEIRA BEACH FL 33708-2845

MORDARSKI, STELLA
BERLING, DEBRA
34568 FOUNTAIN
WESTLAND MI 48185-9432

BUMILLER, JAMES
11598 GROVE ST
SEMINOLE FL 33772-7134

BLAKELY, RONALD E
BLAKELY, CATHERINE A
4455 DUHME RD APT 310
ST PETERSBURG FL 33708-2834

PUNZET, ERNEST TRUST
4550 COVE CIR UNIT 805
ST PETERSBURG FL 33708

WASIKOWSKI, DOROTHY M
4455 DUHME RD APT 307
ST PETERSBURG FL 33708-2834

ALLEN, NORMAN E
ALLEN, DEBERA H
118 COUNTRY CLUB DR
JACKSONVILLE NC 28546-8142

CAPOZZI, NICHOLAS III
CAPOZZI, KIMBERLY A
2 MAIN ST
DEPEW NY 14043-3323

RYKSE, MARTINUS
RYKSE, ANDREW M
408 PROSPECT POINT RD
RIDGEWAY ON LOS 1N0

CAPOZZI, NICHOLAS III
2 MAIN ST
DEPEW NY 14043-3323

MUNSON, ROBERT J
MUNSON, MARIE E
1414 WESTBROOK ST
PORTLAND ME 04102-1619

SNELSON, PATRICIA E
4455 DUHME RD APT 208
ST PETERSBURG FL 33708-2865

RIEFLER, KATHLEEN K
RIEFLER, EDWARD A
4155 NW TOWNLINE RD
MARCELLUS NY 13108-9607

BROWN, ROBERT E
BROWN, DENYSE V
4550 COVE CIR APT 205
ST. PETERSBURG FL 33708-2845

KOMSISKI, LUBA
460 S HIGH SCHOOL RD
INDIANAPOLIS IN 46241-1177

Easy Peel® Labels
Use Avery® Template 5160®

▲   Bend along line to
Feed Paper  expose Pop-up Edge™



MOELLER, ROBERT
MOELLER, LESLIE
320 E MULBERRY ST APT 2
LEBANON OH 45036-2276

KUMMERFELD, RYSZARD
JACQUI, HEINZ
C/O SCHMELLER, CHRISTAIN
1234 22ND AVE N
ST PETERSBURG FL 33704-3108

TOWNSEND, WILLIAM G
4550 COVE CIR #108
ST PETERSBURG FL 33708-2845

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**MADEIRA BEACH BOARD OF COMMISSIONERS
JUNE 14, 2016 – AGENDA REPORT**

FROM: Michelle Orton, CFM
Planning and Zoning Director

SUBJECT: PUBLIC HEARING to consider Alcoholic Beverage Application #2016-04 for a 2COP license (beer and wine only/sale by the drink for consumption on premises and package sales in sealed containers) at a bar located at 13437 Gulf Boulevard.

BACKGROUND: Pursuant to Section 110-532, consideration of alcoholic beverage application of the Madeira Beach Code of Ordinances, Beachside Ventures is seeking to obtain a 2COP alcoholic beverage license for the sale of beer and wine at a bar (Castaway Beach Bar) located at 13437 Gulf Boulevard. This establishment is located in the C-3 Retail Commercial Zoning District.

Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days prior to the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property.

Section 110-532. Consideration of alcoholic beverage application.

When considering the alcoholic beverage application, the Board of Commissioners shall consider the following factors:

- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.**

Applicant's Response: The alcoholic beverage license will enhance the neighborhood's character as we are creating a business with a higher price point of beer and wine products, clean décor and no smoking inside the establishment. This creates more conducive environment for local and tourists alike.

Staff Analysis: The bar has been in the same location for over 60 years and the new renters have already made considerable changes to clean the inside and will also be working on the outside of the bar. They will not adversely affect but will enhance the character of the neighborhood.

- (2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.**

Applicant's Response: The traffic generated will not create congestion or present a safety hazard, as we have a parking lot in the alley behind the location and no on street parking.

Staff Analysis: The proposed use will not generate congestion or a safety hazard. Currently, the site has an ADA parking space, three bicycle spaces and two parking spaces located behind the structure. An additional 11 parking spaces are provided across the alley from the structure. There will be no congestion on Gulf Boulevard because there is no parking in the front. The additional parking across the alley has always been part of the original use and is part of the lease agreement and cannot be used for any other site.

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

Applicant's Response: The proposed location is compatible for which it is proposed as it is currently an existing bar and has been zoned as such for decades.

Staff Analysis: The site is an existing bar along Gulf Boulevard. There are many bars located on Gulf Boulevard and the proposed permit for a 2COP is compatible for the location.

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

Applicant's Response: The proposed use will not adversely affect the public safety as we are taking measures to train our staff on responsible beverage serving practices and will not allow any beverages to leave the premises. We are also setting up a ride program for any patrons who appear intoxicated and should not operate a vehicle.

Staff Analysis: The site has been a bar for a very long time. The new lessees have done a tremendous amount of work and are putting safe practices into play. Granting the permit will not adversely affect public safety.

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

Applicant's Response: We do not owe any outstanding charges, fees, interest, fines or penalties to the City.

Staff Analysis: The applicant has no outstanding fines, or penalties owed to the City under any section of the code.

BUDGETARY

IMPACT: N/A

STAFF

RECOMMENDATION: Staff recommends ***approval*** for Alcoholic Beverage Permit #16-04 to allow a 2COP alcoholic beverage license for the sale of beer and wine (beer and wine only/sale by the drink for consumption on premises and package sales in sealed containers) at Castaway Beach Bar located at 13437 Gulf Boulevard for the reasons contained in this agenda report.

ATTACHMENT(S):

Public Notice
Alcoholic Beverage Permit Application Submittal
Location map
Site Photographs

Agenda Item: J-5.



**CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FLORIDA 33708**

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach, Florida, will hold a Public Hearing on **TUESDAY, JUNE 14, 2016** at 6:00 p.m., or as soon after as the matter may be heard, to review this application to allow a 2COP alcoholic beverage license for consumption on the premises.

THIS APPLICATION IS FOR A 2COP ALCOHOLIC BEVERAGE APPLICATION #2016-04

Operator/Manager: BEACHSIDE VENTURES, LLC
Business Location: 13437 GULF BOULEVARD
Business: CASTAWAYS BEACH BAR

Permit Request:

Pursuant to City Code Section 110-532, Consideration of Alcoholic Beverage Application, CASTAWAYS BEACH BAR located at 13437 GULF BOULEVARD, Madeira Beach, Florida, is seeking a 2COP alcoholic beverage license to consume alcoholic beverages on the premises. The property is located in the C-3 Retail Commercial Zoning District.

Note:

You have received this notice because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application or write the City Clerk prior to the Public Hearing stating your opinions. The completed application is on file in the Office of the City Clerk and may be reviewed during regular business hours.

POSTED: **May 27, 2016 @** Property Site, City Hall, City of Madeira Beach Website Posting Locations
(3)



~~PK~~

ASP 2010-04
ABP #: _____

CITY OF MADEIRA BEACH
PLANNING AND ZONING DEPARTMENT
300 MUNICIPAL DRIVE + MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 255 + FAX (727) 399-1131
Email: planning@madeirabeachfl.gov



MAY 1
GS

ALCOHOLIC BEVERAGE PERMIT APPLICATION

Applicant's Name: Eric Additt & Julie Additt

Type of License Requested: 2 COP

Name of Partnership, Corporation, LLC (if applicable): Beachside Ventures LLC

Mailing Address: 7449 124th Street
Seminole, FL 33772

Phone(s): 727-430-0490 Email: IslandLifeCompanies@gmail.com

Type of Ownership: Individual Partnership Corporation LLC

Name of Business: Castaways Beach Bar Business Phone: 727-430-0490

Physical Address: 13437 Golf Blvd Madeira Beach, FL 33708

Parcel #: 15-31-15-58320-010-0060

Legal Description: Mitchell's Beach Revised BLK 10, LOT 6 Less Rd R/W

Number of Seats: Inside: 40 Outside: Ø

Zoning District:

- | | |
|-----------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> C-1 Tourist Commercial | <input type="checkbox"/> C-2 John's Pass Marine Commercial |
| <input checked="" type="checkbox"/> C-3 Retail Commercial | <input type="checkbox"/> C-4 Marine Commercial |
| <input type="checkbox"/> R-3 Only Restaurant | |

Classification:

- | | |
|------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Package store, beer & wine | <input type="checkbox"/> Retail Store, beer, wine |
| <input type="checkbox"/> Package store, beer, wine, liquor | <input type="checkbox"/> Restaurants |
| <input checked="" type="checkbox"/> Bar | <input type="checkbox"/> Club <input type="checkbox"/> Charter Boats |

Number of Parking Spaces: 20 HC Parking Spaces: _____ Bike Racks: _____

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 119.0715 are subject to public record request.

Hours of Operation:

Monday: 12 pm to 12 am

Tuesday: 12 pm to 12 am

Wednesday: 12 pm to 12 am

Thursday: 12 pm to 12 am

Friday: 12 pm to 12 am

Saturday: 12 pm to 12 am

Sunday: 12 pm to 12 am

General Description of Business: Bar

Supporting Materials Required:

Property Owner's Written Approval

Property Survey

Site Plan

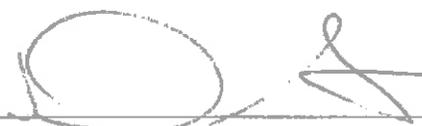
Signed Certificate of Wet Zone *not needed*

Questionnaire: On a separate piece of paper, please answer the following questions:

1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
3. Whether or not the proposed use is compatible with the particular location for which it is proposed.
4. Whether or not the proposed use will adversely affect the public safety.
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code.

Affidavit of Applicant:

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

Signature of Applicant:  Date: 4/29/16

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.

ABP #: _____

****For City of Madeira Beach Use Only****

Fee: \$300.00 Check # _____ Cash Receipt # _____

Date Received: _____ Received by: _____

ABP# Assigned: _____

BOC Hearing Date: _____ Approved Denied

Community Development Director Date: _____

City Manager Date: _____

DISCLAIMER: According to Florida Statute, 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.

Answers to the questionnaire on page (2) of the
Alcoholic Beverage Permit Application

- 1.) The alcoholic beverage license will enhance the neighborhood's character as we are creating a business with a higher price point of beer and wine products, clean decor and no smoking inside the establishment. This is creates more conducive environment for local and tourists alike.
- 2.) The traffic generated will not create congestion or present a safety hazard, as we have parking lot is in the alley behind the location and no on street parking.
- 3.) The proposed location is compatible for which it is proposed as it is currently an existing bar and has been zoned as such for decades.
- 4.) The proposed use will not adversely affect the public safety as we are taking active measures to train our staff on responsible beverage serving practices and will not allow any beverages to leave the premises. We are also setting up a ride program for any patrons who appear to be intoxicated and should not operate a vehicle.
- 5.) We do not owe any outstanding charges, fees, interest, fines or penalties to the City.

City of Madeira Beach

May 6, 2016

This letter is to notify the City of Madeira Beach that I Donna Garrison owner of the building at 13437 Gulf Blvd Madeira Beach give Beachside Ventures LLC. DBA Castaways Beach bar and it representatives, (Eric Audit and Julie Audit) permission to operate a bar from the above referenced location.

Thank you, *Donna Garrison*
S/b-16

SECTION 5 – APPLICATION APPROVALS

Full Name of Applicant: (This is the name the license will be issued in)
BEACHSIDE VENTURES LLC.

Business Name (D/B/A)
CASTAWAYS BEACH BAR

Street Address
13437 GULF BLVD

City
MADEIRA BEACH

County
PINELLAS

State
FL

Zip Code
33708

- A. The location complies with zoning requirements for the sale of alcoholic beverages or wholesale tobacco products pursuant to this application for a Series: _____ Type: _____ license.
- B. This approval includes outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed and are identified on the sketch? Yes No

Check either: Please do not skip, this is important for license fee sharing
 Location is within the city limits or Location is in the unincorporated county

Signed _____ Date _____

Title _____ This approval is valid for _____ days.

**SALES TAX
 TO BE COMPLETED BY THE DEPARTMENT OF REVENUE**

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax.

1. This is to verify that the current owner as named in this application has filed all returns and that all outstanding billings and returns appear to have been paid through the period ending 4/1/16 or the liability has been acknowledged and agreed to be paid by the applicant. This verification does not constitute a certificate as contained in Section 213.758 (4), F.S. (Not applicable if no transfer involved).
2. Furthermore, the named applicant for an Alcoholic Beverage License has complied with Florida Statutes concerning registration for Sales and Use Tax, and has paid any applicable taxes due.

Signed [Signature]

Date 4-25-16

Title TAX SPECIALIST I

Department of Revenue Camp

This approval is valid for 30 days.

STATE OF FLORIDA
 DEPARTMENT OF REVENUE
 2016 APR 25 AM 10:21
 LARGE SERVICE CENTER

**HEALTH
 TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
 OR COUNTY HEALTH AUTHORITY
 OR DEPARTMENT OF HEALTH
 OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**

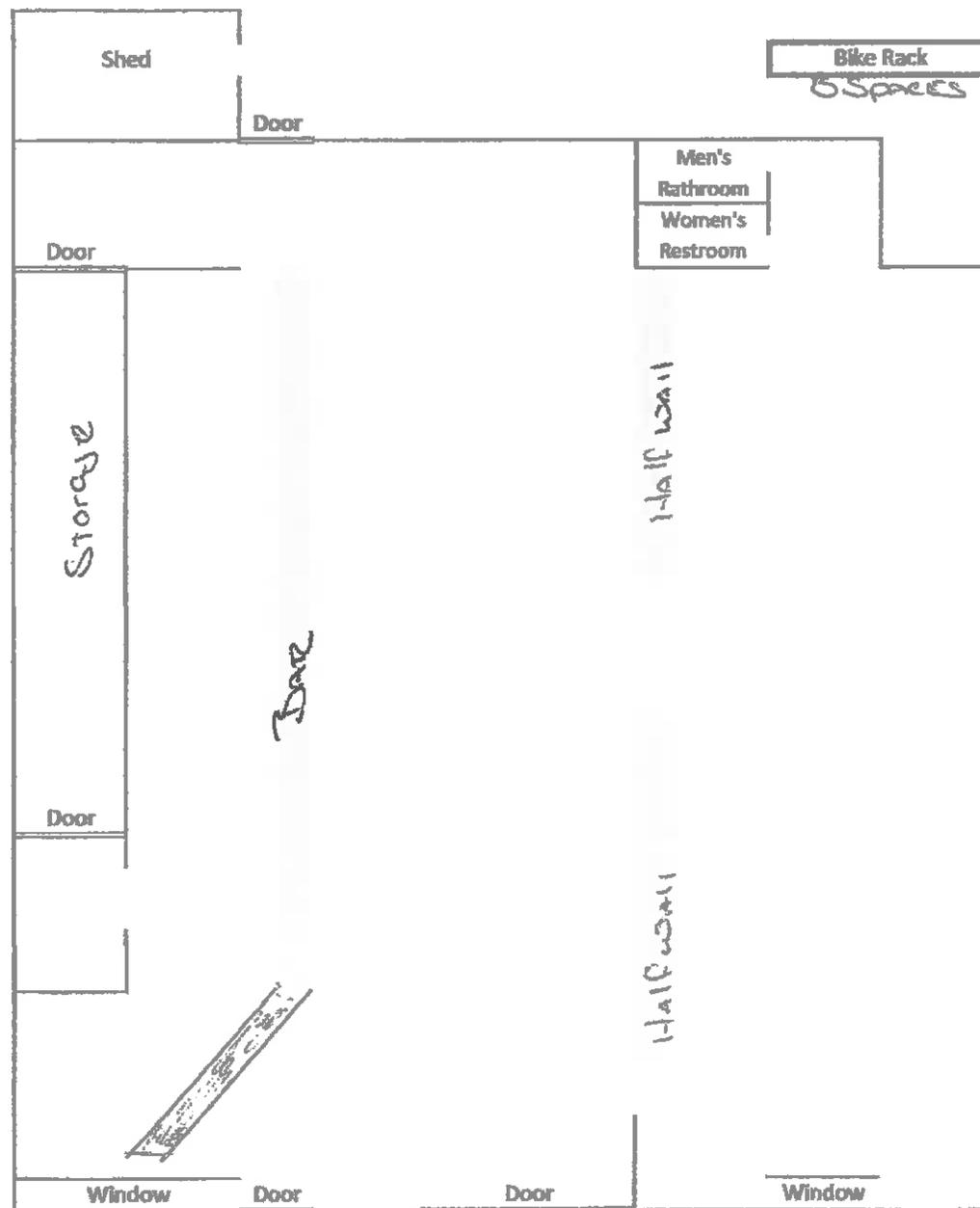
The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date _____

Title _____ Agency _____

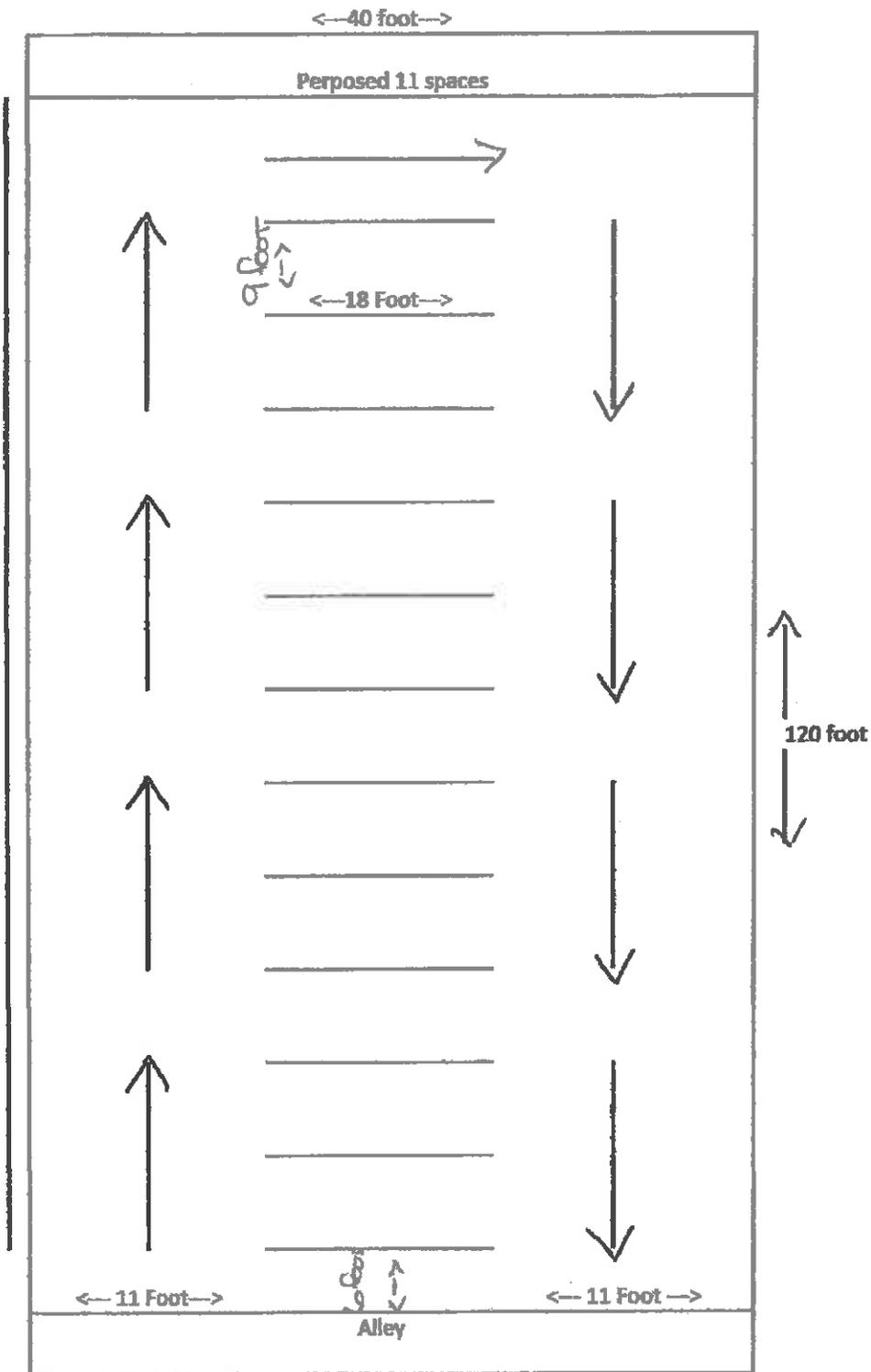
This approval is valid for _____ days.

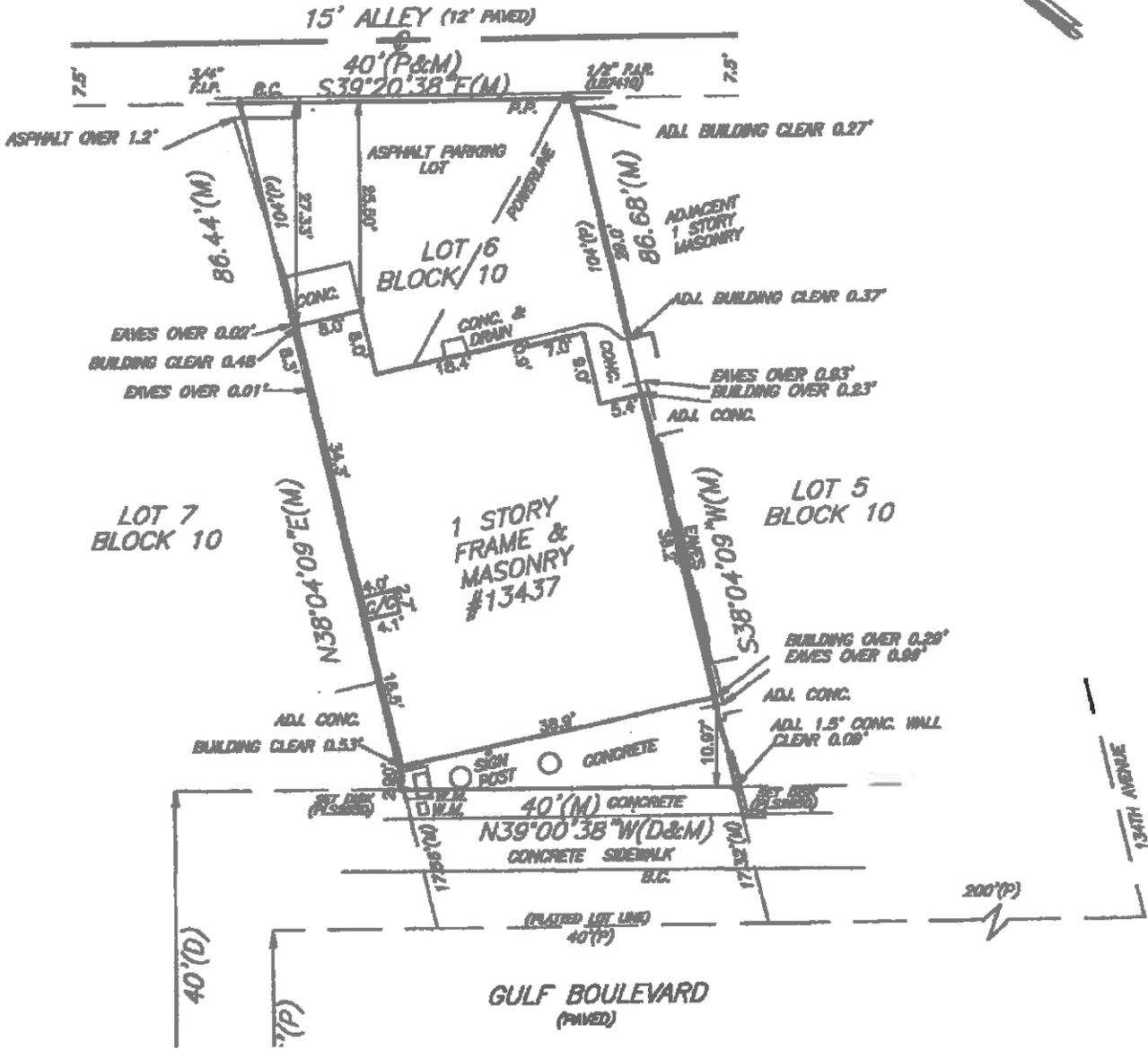
Back Alley



Sidewalk

Castaways Beach Bar

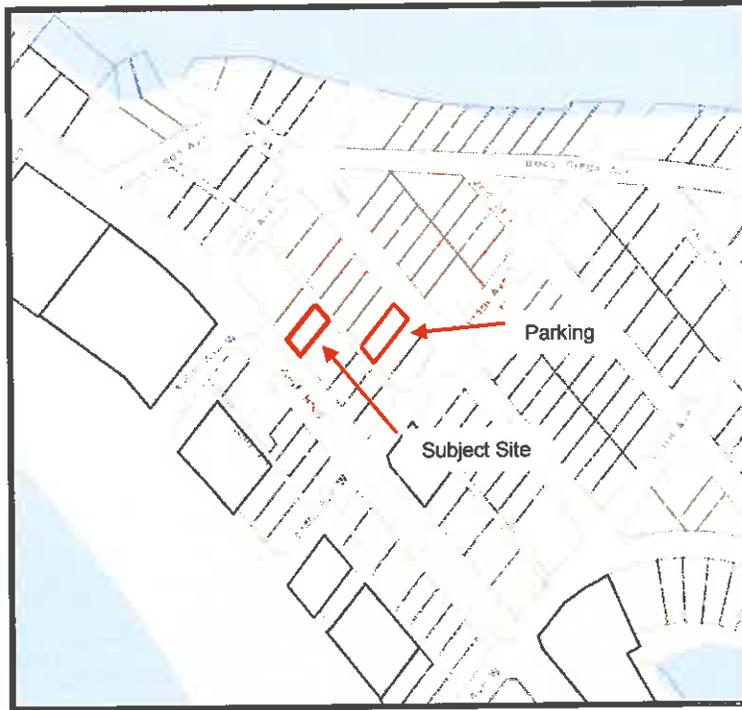




**Castaways Beach Bar
13437 Gulf Boulevard**



Location/Aerial Map
13437 Gulf Boulevard





PAM DUBOV, CFA, CAE

Pinellas County Property Appraiser

www.pcpao.org

pam@pcpao.org

16-04
Castaways
Mailed 5/26/16

Run Date: 23 May 2016

Subject Parcel: 15-31-15-58320-010-0060

Radius: 300 feet

Parcel Count: 155

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

Total pages: 7

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, FL33756
MAIL: PO Box 1957
Clearwater, FL33757
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)
TANGIBLE PERSONAL PROPERTY
TEL: (727) 464-8484
FAX: (727) 464-8488

NORTH COUNTY

29269 US Highway 19 N
Clearwater, FL33761
TEL: (727) 464-8780
FAX: (727) 464-8794

TYRONE (SOUTH)

1800 66TH St. N
St. Petersburg, FL33710
TEL: (727) 582-7652
FAX: (727) 582-7610

MID-COUNTY

CUSTOMER SERVICE CENTER - WALK-IN
13025 Starkey Rd., Largo (Tax Collector)
TEL: (727) 464-3207
FAX: (727) 464-8488
MAIL: PO Box 1957 - Clearwater, FL33757

SULLIVAN, LAWRENCE
SULLIVAN, DIANE
1 NORTH SIDE RD
CALBERT NL A0A 1N0

SULLIVAN, LAWRENCE
SULLIVAN, DIANE
1 NORTH SIDE RD
CALBERT NL A0A 1N0

ROGERS, THOMAS V
2031 WEST BATAAN DR
DAYTON OH 45420-3644

PLAZZA, BENEDETTO G & BIANCA MARIA JNT
REV TRUST
PLAZZA, BENEDETTO GIUSEPPE TRE
12816 DARBY RIDGE DR
TAMPA FL 33624

031425 N B LTD
364 YORK ST
FREDERICTON NB E3B 3P7

DOMACK, RUTH A & DENNIS R REV TRUST
DOMACK, RUTH A TRE
2900 FOREST DOWN
FITCHBURG WI 53711-5295

WANG, HSUCHIH
WISELEY, KAREN D
PO BOX 76516
ATLANTA GA 30358-1516

VIGIL, RONALD D
VIGIL, SHARON R
244 137TH AVE CIR
MADEIRA BEACH FL 33708-2508

CELENTANO, DON
CELENTANO, JOANNA
150 COLUMBUS AVE APT 4F
NEW YORK NY 10023-5964

TARTER, JOHN P
TARTER, JUDY R
6248 GLASGOW RD
SMITHS GROVE KY 42171-9401

444799 ONTARIO INC
287 ESTATE CT
MIDLAND ON L4R 5H2

KLEMME, ROGER E TRE
605 MARAWOOD DR
WOODSTOCK IL 60098-9661

HOPKINS, DOUGLAS L
HOPKINS, MARGARET M
5156 STEELES AVE W
MILTON ON L9T 2Y1

HEAL, CONSTANCE L
4710 PARKDALE LN
NEW PORT RICHEY FL 34655-1474

KNAUB, GREG R
KNAUB, DONNA J
415 WESTMERE
DES PLAINES IL 60016-2642

R & D WILLIAMS PROPERTIES LLC
510 N 4 ST
ST JOSEPH MO 64501-1740

LAING, COLLEEN E
BESHARA, R L
209 BATH CLUB BLVD N
NORTH REDINGTON BEACH FL 33708-1525

RE BARKER, LEWIS B EST
PO BOX 86171
MADEIRA BEACH FL 33738-6171

MORREALE, PETER
MORREALE, GRACE
77 HARWOOD LN
ROCHESTER NY 14616

DESCHAPPELL, OSVALDO
DESCHAPPELL, ROSA M
13411 1ST ST E
MADEIRA BEACH FL 33708-2403

SMITH, THOMAS A
SMITH, ANGELA F
13423 GULF LN
MADEIRA BEACH FL 33708-2537

ARTABASY, SUSAN G
ARTABASY, JEFFREY R
190 134TH AVE
MADEIRA BEACH FL 33708-2427

WILLIAMS, DOROTHY
WILLIAMS, DESMOND
13439 1ST ST SE
MADEIRA BEACH FL 33708-2403

SHAW, JAMES MURRAY
SHAW, GEORGE ALFRED JR
33 TERRACE HEIGHTS DR
NEW GLASGOW NS B2H 5V3

CECIL, WILLIS R
CECIL, ANNE M
4024 DECKARD SCHOOL RD
RADCLIFF KY 40160-9339

DINGWALL, KENNETH
DINGWALL, SUSAN L
132 LANGDEN AVE
TORONTO ON M6N 2L5

BOCA CIEGA MADEIRA LLC
7817 3RD AVE S
ST PETERSBURG FL 33707-1025

ALFORD, DAVID E
PO BOX 144
ROCKFIELD KY 42274-0144

HALEND, ROBIN
HALEND, DAVID
13355 1ST ST E
MADEIRA BEACH FL 33708-1831

LARMER, GRANT W
1328 LARMER LINE
FRASERVILLE ON K0L 1V0

STEFANOVIC, NEBOJSA
TODORIC, STEVAN
13343 GULF BLVD UNIT B-8
MADEIRA BEACH FL 33708-2534

JARRETT, JOAN R TRE
13500 GULF BLVD APT 302
MADEIRA BEACH FL 33708-2576

SCHMIDT, WENDELIN
SCHMIDT, BRENDA C
3212 LEDGEWOOD CT E
COMMERCE TWP MI 48382-1419

MICHAEL TRUST NO 101
MICHAEL, STEPHEN R TRE
5S331 DEER RDG PATH
BIG ROCK IL 60511-9336

DOCTORS INN LLC
13495 GULF BLVD
MADEIRA BEACH FL 33708-2515

ALICEA, ROBERT W
ALICEA, CYNTHIA L
13414 2ND ST E
MADEIRA BEACH FL 33708-2412

CARTHI VACATION LP
8851 SAROY
SHERBROOKE QC J1N 3J3

SIRABIAN, CHRISTOPHER
SIRABIAN, PAUL
303 BARTLETT DR
LABRADOR CITY NL A2V 1G1

MEO, WENDY A
MAD BEACH C12 LLC
19710 GULF BLVD UNIT 303
INDIAN SHORES FL 33785-2383

CHARLES, LINDA M
9414 CHARLESBERG DR
TAMPA FL 33635-1637

DAWSON, PENNY E
13405 1ST ST E
MADEIRA BEACH FL 33708-2403

SHAW, JAMES MURRAY
SHAW, GEORGE ALFRED JR
33 TERRACE HEIGHTS DR
NEW GLSAGOW NS B2H 5V3

ORSI, ROSARIO A
ORSI, RENEE A
119 COVERED BRIDGE WAY
CARP ON K0A 1L0

HOWE, RAYMOND
HOWE, BRADEN
96 CHURCH ST
ST CATHARINES ON L2R 3C8

GREEN, BRAD G
GREEN, REBECCA L
5410 MILEY RD
PLANT CITY FL 33565-3762

HENRY, RICHARD J
HENRY, KAREN T
21565 ASTOLAT DR
BROOKFIELD WI 53045-1616

JACOBS, DANIEL P
1317 OLD PRINCETON RD
NEW CASTLE PA 16101-6248

COLLWOOD CONDO ASSN INC
C/O COLLWOOD CONDO MGMT
3001 EXECUTIVE DR STE 260
CLEARWATER FL 33762-3389

ADEOLUWA, TAIWO
5610 56TH TER
ST PETERSBURG FL 33709-2020

GRIGGS, JANET M LIVING TRUST
GRIGGS, JANET M TRE
13912 CLUBHOUSE CIR
TAMPA FL 33618-7504

MILES, MILTON M & MARIA I TRUST
TROVATO, LOUIS F
11972 107TH CT
LARGO FL 33778-3551

CHAPPELL FAMILY TRUST
CHAPPELL, CHARLES D TRE
10062 S YACHT CLUB DR
TREASURE ISLAND FL 33706-3102

BROGAN, PATRICIA C REVOCABLE LIVING
TRUST
BROGAN, PATRICIA C TRE
6850 84TH AVE
PINELLAS PARK FL 33781-1149

CARPENTER, DAVID A
CARPENTER, ARLENE
6056 ST IVES WAY
MISSISSAUGA ON L5N 4M1

CHOUINARD, BRENDA M
303 129TH AVE E
MADEIRA BEACH FL 33708-2613

CAPAN, RONALD R
CAPAN, SHARON J
447 CLOKEY AVE
PITTSBURGH PA 15228-1424

HATFIELD, GLENDA L
70 SKEESE RD
BIG CLIFTY KY 42712-6846

LLAMAS, JOSE
LLAMAS, JO CAROLYN
3920 W BIRD ST
TAMPA FL 33614-2590

CRIPPS, RONALD K TRUST
CRIPPS, RONALD K TRE
606- 5 MILL POND CT
SIMCOE ON N34 5J6

ROBERTS, ELIZABETH ANNE 2015 REV LIV
TRUST
ROBERTS, ELIZABETH ANNE TRE
19 SHAMROCK DR
BROOKFIELD CT 06804-1813

MAC MILLAN, GEARY J
MAC MILLAN, DONNA M
15 LEXINGTON AVE
DARTMOUTH NS B2X 3P2

BIDLE, KERRY W
BIDLE, ANN E
1031 15TH ST N
VIRGINIA MN 55792-2141

KRUEGER, STEVEN C & LOIS JOINT REV
TRUST
KRUEGER, STEVEN C TRE
1501 NW ARROWHEAD TRL
BLUE SPRINGS MO 64015-7289

SHIMA, JAMES
SHIMA, JUDITH A
421 BOCA CIEGA POINT BLVD
MADEIRA BEACH FL 33708

MAURO, ARCHIE
MAURO, FRANK
RR 2 BETHESDA SIDE RD
STOUFFVILLE ON L4A 7X3

PEREZ, RICHARD
708 182ND AVE E
REDINGTON SHORES FL 33708-1035

SEA BREEZE OF MADEIRA HOLDINGS LLC
C/O TRAVEL RESORT SERVICES INC
13030 GULF BLVD
MADEIRA BEACH FL 33708-2639

DUBE, MICHAEL R
DUBE, CYNTHIA
13500 1ST ST E
MADEIRA BEACH FL 33708-2406

ROGERS, RICHARD CAMERON
RICO, MARIA TERESA
222 DOUGLAS AVE
TORONTO ON M5M 1G8

RATHMANN, JEFFREY J
RATHMANN, KAREN S
5464 ABEL RD
HAMBURG NY 14075-3641

WAVE RESORT HOMEOWNERS ASSN INC, THE
350 GULF BLVD
INDIAN ROCKS BEACH FL 33785-2514

MARTIN, BETTY
10182 ANTILLES DR
SEMINOLE FL 33776-1410

HAPPY TORTOISE LLC
813 BAY POINT DR
MADEIRA BEACH FL 33708-2316

COTOIA, FILOMENA
COTOIA, ANGELO
798 RUE WILFRID-PELLETIER
BOUCHERVILLE QC J4B 8V3

RIYA INVESTMENTS LLC
AMBARKAAR LLC
3959 VAN DYKE RD STE 395
LUTZ FL 33558-8025

HAVEN CITY LTD INC
80 LOWER RD
FETCHAM, LEATHERHEAD
SURREY KT22 9NG

BINGHAM, G MAURICE
BINGHAM, PAULINE C
7 ARCHER DR
AJAX ON L1S 2Z3

MEARES, WILLIAM JOSEPH TRUST
MEARES, WILLIAM JOSEPH TRE
13418 1ST ST E
MADEIRA BEACH FL 33708-2404

LYNCH, ELIZABETH M
13412 2ND ST E
MADEIRA BEACH FL 33708-2412

DENKER, NANCY A TRUST
DENKER, NANCY A TRE
14280 NW 122ND AVE
GRANGER IA 50109-8043

WALES, JOHN
WALES, MOIRA
LOCHINVER-HIGHFIELD PARK
WIGTON CUMBRIA CA79DJ

LONGSTRETH, CATHERINE A REV TRUST
LONGSTRETH, CATHERINE A TRE
7410 NW 131ST ST
GAINESVILLE FL 32653

ITALIANO, ANTONIO
ITALIANO, LEONARDA
199 RANEE AVE
TORONTO ON M6A 1N3

KHALAFALLA, SANAA
KHALAFALLA, AIDA
2551 37TH AVE S
MINNEAPOLIS MN 55406-1745

MC NERNEY, PAMELA J
13436 1ST ST E
MADEIRA BEACH FL 33708-2404

PECK, EDWARD W TRUST
13028 ROSSELO AVE
WARREN MI 48088-6848

STONE, RODNEY W
STONE, DENISE L
196 WILLOW BLVD
WILLOW SPRINGS IL 60480-1629

JEFFERSON, MARK F
JEFFERSON, BONNIE R
28 EAGLESON DR
ST CATHARINES ON L2M 7J4

TAYLOR, TIMOTHY A
13444 1ST ST E
MADEIRA BEACH FL 33708-2484

SPAETH, ROBERT A LIVING TRUST
SPAETH, ROBERT A TRE
13417 GULF LN
MADEIRA BEACH FL 33708-1868

GREENE, DAVID J
DONOVAN, CECELIA L
967 WATERVIEW DR
CROWNSVILLE MD 21032-1221

BESHARA, MAGDY L
BESHARA, ELSIE E
APARTMENT BUILDING
1005-7178 COLLIER ST
BURNABY BC V5E 4N7

~~BOCA CIEGA MADEIRA LLC
7817 3RD AVE S
ST PETERSBURG FL 33707-1025~~

VERDON, EUGENE E
WIESE, R WILLIAM
710 SUNSET COVE
MADEIRA BEACH FL 33708-2385

MEARES, EDWIN S
13434 1ST ST E
MADEIRA BEACH FL 33708-2466

RATHMANN, JEFFREY J
RATHMANN, KAREN S
5464 ABEL RD
HAMBURG NY 14075-3641

M J W PROPERTY HLDGS LLC
PO BOX 8036
MADEIRA BEACH FL 33738-8036

FLOYD, JANE
FLOYD, WILLIAM H
4113 CAUSEWAY VISTA DR
TAMPA FL 33615-5418

HANLON, RICHARD D
HANLON, DEBRA J
6434 SWEETGUM DR
NEW PORT RICHEY FL 34655-3820

~~VERDON, EUGENE E
WIESE, R WILLIAM
710 SUNSET COVE
MADEIRA BEACH FL 33708-2385~~

OVERBY, EVE
QURAIISHI, FARRUKH
2611 BAYSHORE BLVD APT 202
TAMPA FL 33629-7343

SHERMAN, PAIGE
LOADER-SHERMAN, TRACY
9 N EUCLID AVE UNIT 514
ST LOUIS MO 63108-1483

TRADOR, LEE
TRADOR, PAULINE
10386 VALENCIA RD
SEMINOLE FL 33772-7507

GARRISON, DONNA L
502 BELLE PL
INDIAN ROCKS BEACH FL 33785-3113

~~TRADOR, LESTER LEE & PAULINE TRUST
10386 VALENCIA RD
SEMINOLE FL 33772-7507~~

SLEEPER, F RANDOLPH
SLEEPER, STACY
637 OVERBROOK DR
COLUMBUS OH 43214-3130

KOCSIS, BARBARA MAUREEN
VAUGHAN, ALAN JOHN
3434 WESTWOOD TRCE
VINELAND ON LOR 2C0

QUINN, GEORGE J
QUINN, CAROL R
1101 OCEAN HEIGHTS AVE
EGG HARBOR TOWNSHIP NJ 08234-5306

CHURCH, SAMUEL D
PARKS, ALAN E
PO BOX 8471
MADEIRA BEACH FL 33738-8471

WILSON, GARY A
WILSON, KAREN A
13440 GULF BLVD # 305
MADEIRA BEACH FL 33708-2516

HUMPHREY, SUSAN S
13356 GULF BLVD
MADEIRA BEACH FL 33708-2514

MARTIN, RACHAEL ALICE
6716 MAGENTA LN
AUSTIN TX 78739-2081

~~COLLWOOD CONDO ASSN INC
3001 EXECUTIVE DR STE 260
CLEARWATER FL 33762-3389~~

SYNODINOS, JOHN G TRE
SYNODINOS, SUZANNE K TRE
225 MEADOW BROOK DR
WINTERSVILLE OH 43953-3839

CONNOR, HUGH G
CONNOR, GISELE T
16 INGLEWOOD PL
WHITBY ON L1N 8Z8

CANNATA, KATHLEEN
597 DOLPHIN AVE SE
ST PETERSBURG FL 33705-4141

TOBIN, RICHARD T JR
TOBIN, PATRICIA A
20454 S GREEN MEADOW LN
FRANKFORT IL 60423-8728

COZZARIN, LINDA
COZZARIN, DAVID
3 OLD STONE CT
GUELPH ON N1G 4P1

FRANDJI, JOSE CARLOS
FRANDJI, CARMEM F L
4521 SHANEWOOD CT
ORLANDO FL 32837-5121

~~SPAETH, ROBERT A LIVING TRUST
SPAETH, ROBERT A TRE
13417 GULF LN
MADEIRA BEACH FL 33708-1868~~

CHOUINARD, BRENDA M
303 129TH AVE E
MADEIRA BEACH FL 33708-2613

GARRISON, DONNA L
502 BELLE PL
INDIAN ROCKS BEACH FL 33785-3113

MAROIS, GERALD J
MAROIS, NORMA JUNE
54 TURN BERRY TRL
WELLAND ON L3B 0B7

VERDON, GENE E
C/O SEA BREEZE MADEIRA
CONDO ASSN INC
13030 GULF BLVD
MADEIRA BEACH FL 33708-2639

SZUWALA, DANIEL PAUL
DEDZA, MONIKA
6461 WINDSOR LAKE CIR
SANFORD FL 32773-5743

LITKE, EDWARD H TRE
LITKE, ALICE TRE
13401 1ST ST E
MADEIRA BEACH FL 33708-2403

SPAETH, ROBERT A LIVING TRUST
SPAETH, ROBERT A TRE
13417 GULF LN
MADEIRA BEACH FL 33708-1868

BRAUSER, SEAN E
BRAUSER, JACQUELYN P
6512 SHALE CT
MEDINA OH 44256-6592

B J F VENTURES LLC
804 CHILDERS LOOP
BRANDON FL 33511-6105

RICHARDSON, JAMES M
RICHARDSON, PAMELA K
13500 GULF BLVD APT 208
MADEIRA BEACH FL 33708-2566

RICO, GIOVANNI
MUTO, ANNA
16 CROWN CRESCENT
WOODBIDGE ON L4H1S5

K A WORLDWIDE LLC
146 2ND ST N
ST PETERSBURG FL 33701-3328

FORGET, DENIS
ALLARD, NOELLA
830 NATASHQUAN
TERREBONNE QC J6W 0B6

FERREN, JOHN W TRE
FERREN, SANDRA J TRE
11319 COVENTRY GROVE CIR
LITHIA FL 33547-4928

M J W PROPERTY HLDGS I LLC
PO BOX 8036
MADEIRA BEACH FL 33738-8036

SAARELA, JILL K
12 ISLAND VIEW DR
TRAVERSE CITY MI 49696-9497

KLEMME, CRAIG S
4441 FAIRWAY DR
NORTH PORT FL 34287-6109

HANLON, CAROLE A
HANLON, RICHARD D
65 WESTERN HWY
TAPPAN NY 10983-1925

M J W PROPERTY HLDGS I LLC
PO BOX 8036
MADEIRA BEACH FL 33738-8036

BOLTON, SCOTT
1276 CLEAVER DR
OAKVILLE ON L6J 1W3

SEA BREEZE OF MADEIRA CONDO ASSN INC
13030 GULF BLVD
MADEIRA BEACH FL 33708-2639

DELL, RALPH C JR
DELL, CAROL H
1309 N RIVERHILLS DR
TEMPLE TERRACE FL 33617-4247

FRANDJI, JOSE CARLOS
FRANDJI, CARMEN F L
4521 SHANEWOOD CR
ORLANDO FL 32837-5121

DEOROCKI, BERNARD F
COTE, THEADORE P
66 KNOLLWOOD CIR
HOLYOKE MA 01040-1417

SPAETH, ROBERT A
13417 GULF LN
MADEIRA BEACH FL 33708-1868

RUGAARD, PRESTON D TRE
2150 WEST CONCORD LN
ADDISON IL 60101-5611

SCOTT, IAN
SCOTT, MARION
10 BARK RD RR # 2
SEGUIN ON P2A 2W8

TARNAWA, ANDREW
13443 1ST ST E
MADEIRA BEACH FL 33708-2403

501815 ONTARIO LTD
C/O CAROL MACEY
1204 ALDER RD
COBOURG ON K9A 5W5

SMITH, MARGARET
BARTHOLOMEW, NATHANIEL
831 RIVENDELL LN
POTTSTOWN PA 19464-2730

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PERSHALL, CYNTHIA A
9283 WILTSHIRE DR
HIGHLANDS RANCH CO 80130-5320

DOLPHIN WATCH VI LLC
3618 EL CENTRO
ST PETE BEACH FL 33706-3908

ROTONDO, DAVID H REVOCABLE TRUST
ROTONDO, DAVID H TRE
14119 102ND AVE
LARGO FL 33774-5030

MC CRINK, PATRICIA T
121 ADALIA AVE
TAMPA FL 33606-3303

COHEN, EDWARD
COHEN, FREYDA
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TAMPA FL 33688-3802

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MADEIRA BEACH BOARD OF COMMISSIONERS

June 10, 2016 – Agenda Report

FROM: Vincent M. Tenaglia, Assistant City Manager

SUBJECT: **RESOLUTION 2016-21: AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING GENERAL FUND REVENUE IN THE AMOUNT OF \$39,000; INCREASING GENERAL FUND CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$18,000; AND PROVIDING FOR AN EFFECTIVE DATE**

BACKGROUND: The City Manager has requested authorization for an unbudgeted capital outlay expenditure, scheduled for discussion at the June 14, 2016 Board of Commissioners Special Workshop. If consensus direction is provided to proceed, the anticipated project cost is \$18,000. To offset this expenditure increase, the City Manager has requested to recognize several unbudgeted revenue sources:

Old Salt Fishing Foundation field rental fees:	10,000
Rotary Club of the Gulf Beaches special event fees:	20,000
John's Pass Village Association donation:	9,000
	<u>\$ 39,000</u>

As of June 10, Finance has not received payment relating to any of the three revenue items.

BUDGETARY IMPACT: The net effect of the requested budget changes is a \$21,000 increase to budgetary balance.

Account	Adopted budget	Revised budget	Current request	Total revised
Revenue:				
001.362.025	\$ -	\$ -	\$ 10,000	\$ 10,000
001.366.366	\$ -	\$ 5,000	\$ 9,000	\$ 14,000
001.369.386	\$ 1,800	\$ 1,800	\$ 20,000	\$ 21,800
	<u>\$ 1,800</u>	<u>\$ 6,800</u>	<u>\$ 39,000</u>	<u>\$ 45,800</u>
Expenditures:				
001.8000.6300	\$ (700,000)	\$ (327,000)	\$ (18,000)	\$ (345,000)
	<u>\$ (700,000)</u>	<u>\$ (327,000)</u>	<u>\$ (18,000)</u>	<u>\$ (345,000)</u>

RECOMMENDED BY STAFF: The City Manager recommends approval of Resolution 2016-21.

ATTACHMENT(S): Resolution 2016-21

RESOLUTION 2016-21

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING GENERAL FUND REVENUE IN THE AMOUNT OF \$39,000; INCREASING GENERAL FUND CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$18,000; 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 General Fund revenue, in the amount of \$39,000.

Section 2. The Board of Commissioners authorizes an increase to General Fund expenditures, in the amount of \$18,000.

Section 3. The Board of Commissioners authorizes staff to allocate the budget amendment pursuant to the account level detailed provided as Exhibit A.

Section 4. 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 14th DAY OF JUNE, 2016.**

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk

Resolution 2016-21: Exhibit A

<u>Account</u>	<u>Adopted budget</u>	<u>Revised budget</u>	<u>Current request</u>	<u>Total revised</u>
Revenue:				
001.362.025	\$ -	\$ -	\$ 10,000	\$ 10,000
001.366.366	\$ -	\$ 5,000	\$ 9,000	\$ 14,000
001.369.386	\$ 1,800	\$ 1,800	\$ 20,000	\$ 21,800
	<u>\$ 1,800</u>	<u>\$ 6,800</u>	<u>\$ 39,000</u>	<u>\$ 45,800</u>
Expenditures:				
001.8000.6300	\$ (700,000)	\$ (327,000)	\$ (18,000)	\$ (345,000)
	<u>\$ (700,000)</u>	<u>\$ (327,000)</u>	<u>\$ (18,000)</u>	<u>\$ (345,000)</u>



MADEIRA BEACH BOARD OF COMMISSIONERS

June 10, 2016 – Agenda Report

FROM: Sea Marshall-Barley, Administrative Support Specialist

SUBJECT: **WAIVER OF BID REQUIREMENTS AND AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$16,625 TO MEND IT ASPHALT & CONCRETE SERVICES, INC.**

BACKGROUND: The approval of this item is contingent on the direction given during the Board of Commissioners Special Workshop on June 14, 2016 at 5:00 p.m.

This item is related to the budget amendment in Resolution 2016-21. In order to approve the authorization of expenditures, the Board must also make a formal motion to waive the bid requirements for these services.

A proposal from Mend It Asphalt & Concrete Services, Inc. dated May 19, 2016 has been attached to this item.

BUDGETARY
IMPACT: *See Resolution 2016-21*

RECOMMENDED
BY STAFF: The City Manager recommends the authorization of expenditures and waiver of bid requirements relating to the John's Pass Parking Area project proposal as submitted by Mend It Asphalt & Concrete Services, Inc.

ATTACHMENT(S): John's Pass Parking Area Proposal dated May 19, 2015



MEND IT ASPHALT & CONCRETE SERVICES, INC

4925 15TH AVENUE SOUTH
GULFPORT, FL 33707
PH: 727-327-7784 FAX: 727-327-4504
PETER ZALOPANY 727-458-2354

Proposal

Proposal #05192016-2

Submitted To: CITY OF MADEIRA BEACH
503 150TH AVE
MADEIRA BEACH, FL 33708
ATTN: MEGAN 399-2631

SCOPE OF WORK: JOHN'S PASS PARKING AREA

REMOVE TREES: 7 PALMS, 7 SOLVER BUTTON WOOD HAUL AWAY AND DISPOSE OF
REMOEVE TYPE D CURB SURROUNDING PLANTER AREA 400 LF
EXCAVATE PLANTER AREA (8-10 INCHES) HAUL AWAY ALL DEBRIS AND DISPOSE OF
PLACE 4-6 INCHES OF CRUSHED CONCRETE & COMPACT
APPLY SS-1 TACK COATING SYSTEM ON ENTIRE AREA THAT IS TO BE OVERLAYED
APPLY 1 ¼ TO 1 ½ INCHES OF TYPE III ASPHALT AND COMPACT. ROLL SURFACE COURSE TO ACHIEVE A TRUE AND FIRM FINISH

Please see 1 & 2 below

We propose hereby to furnish labor and material-complete in accordance with the above specifications, for the sum of: **\$16,625.00**
Payment to be made as follows: AS AGREED

1. Prices do not include the cost of permits if permits are necessary. Each municipality has different requirements and fees for permits. Permit fees will be added to end of contract
2. Mend It Asphalt & Concrete Services, Inc. is not responsible for underground sprinklers. The owner will be responsible for moving or relocating all sprinklers

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge. All agreements contingent upon strikes accidents or delays beyond our control Mend It Asphalt & Concrete Services, Inc. is licensed and insured

Kathleen Mitchell
Authorized Signature
MEND IT ASPHALT & CONCRETE

5-19-2016
Date

Customer Signature

Date

Note: This proposal may be withdrawn by us if not accepted within 30 days



MADEIRA BEACH BOARD OF COMMISSIONERS

June 9, 2016 – Agenda Report

FROM: Vincent M. Tenaglia, Assistant City Manager

SUBJECT: RESOLUTION 2016-22: AMENDING THE FISCAL YEAR 2016 BUDGET BY DECREASING SANITATION FUND CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$202,000; DECREASING MARINA FUND CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$50,000; AND PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND: Finance has received a request to re-budget the following planned equipment purchases from fiscal year 2016 to fiscal year 2017:

- Vehicle no. 37 replacement (2004 Peterbilt packer truck): \$202,000
- Boat acquisition: \$50,000

BUDGETARY IMPACT: Funding will be eliminated from the FY 2016 budget, while the FY 2017 proposed budget will include funding for each piece of equipment. The practice of deferring scheduled capital improvements into the future exposes the City to the potential for cost increases, both relating to the maintenance of current equipment and any applicable inflationary factors for acquisition.

Account	Adopted budget	Revised budget	Current request	Total revised
Sanitation Fund:				
402.7000.6400	\$ 202,000	\$ 246,000	\$ (202,000)	\$ 44,000
	<u>\$ 202,000</u>	<u>\$ 246,000</u>	<u>\$ (202,000)</u>	<u>\$ 44,000</u>
Marina Fund:				
405.9300.6400	\$ 105,000	\$ 105,000	\$ (50,000)	\$ 55,000
	<u>\$ 105,000</u>	<u>\$ 105,000</u>	<u>\$ (50,000)</u>	<u>\$ 55,000</u>

RECOMMENDED BY STAFF: The City Manager recommends approval of Resolution 2016-22.

ATTACHMENT(S): Resolution 2016-22

RESOLUTION 2016-22

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY DECREASING SANITATION FUND CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$202,000; DECREASING MARINA FUND CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$50,000; 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 a decrease to Sanitation Fund expenditures, in the amount of \$202,000.

Section 2. The Board of Commissioners authorizes a decrease to Marina Fund expenditures, in the amount of \$50,000.

Section 3. The Board of Commissioners authorizes staff to allocate the budget amendment pursuant to the account level detailed provided as Exhibit A.

Section 4. 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 2016-22: Exhibit A

<u>Account</u>	<u>Adopted budget</u>	<u>Revised budget</u>	<u>Current request</u>	<u>Total revised</u>
Sanitation Fund:				
402.7000.6400	\$ 202,000	\$ 246,000	\$ (202,000)	\$ 44,000
	<u>\$ 202,000</u>	<u>\$ 246,000</u>	<u>\$ (202,000)</u>	<u>\$ 44,000</u>
Marina Fund:				
405.9300.6400	\$ 105,000	\$ 105,000	\$ (50,000)	\$ 55,000
	<u>\$ 105,000</u>	<u>\$ 105,000</u>	<u>\$ (50,000)</u>	<u>\$ 55,000</u>