



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

**LOCAL PLANNING AGENCY
PLANNING COMMISSION**

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

7:00 P.M.

THURSDAY NOVEMBER 19 2015

COMMISSION CHAMBER

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. APPROVAL OF THE MINUTES-August 27, 2015**
- E. NEW BUSINESS**
 - 1. Consider the application for entering into a Development Agreement between the City of Madeira Beach and the Barefoot Beach Resort, LLC.**
 - 2. Consider the application for a Special Exception Use for a standalone ATM at the CVS located at 15129 Madeira Way.**
- F. PLANNING COMMISSION DISCUSSION**
- G. OLD BUSINESS-N/A**
- H. REPORTS**
 - **CITY ATTORNEY**
 - **PLANNING AND ZONING DIRECTOR**
- I. NEXT MEETING**
- J. ADJOURNMENT**

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

Posted November 5, 2015



THE CITY OF MADEIRA BEACH, FLORIDA

MINUTES

PLANNING COMMISSION/LOCAL PLANNING AGENCY

The Planning Commission, serving as the Local Planning Agency of the City of Madeira Beach, Florida met at City Hall in the Commission Chambers located at 300 Municipal Drive, Madeira Beach, Florida to conduct the following City business listed and at the time indicated below.

7:00 P.M. THURSDAY, AUGUST 27, 2015 COMMISSION CHAMBERS

- I. CALL TO ORDER: *The meeting was called to order at 7:00 p.m.*
- II. INSTALLATION OF NEW PLANNING COMMISSIONERS:
Verification of a Forum of six members present to makes a quorum. Dennis Carr was sworn in as a new member to the Planning Commission by Regina Kardash.
- III. ELECTION OF OFFICERS:
A motion was made by Planning Commissioner Brown to re-elect Planning Commissioner Everett as Chairman. Planning Commissioner Noble seconded the motion. The motion was approved unanimously (6-0).
A motion was made by Planning Commissioner Noble to elect Planning Commissioner Brown as 1st Vice Chair and seconded by Planning Commissioner Domingue. The motion was approved unanimously (6-0).
A motion was made by Planning Commissioner Domingue to nominate Planning Commissioner Noble as 2nd Vice Chair and seconded by Planning Commissioner Brown. The motion was approved unanimously (6-0).
- IV. ROLL CALL:
Present: Planning Commissioner: Brown, Carr, Domingue, Noble, Rasmussen, and Everett.
Absent: Planning Commissioner: Lawrence.
Staff: Shane Crawford, City Manager, Lynn Rosetti Planning and Zoning Director; Patty Kordis, Permit Technician; Regina Kardash, City Attorney.
- V. APPROVAL OF MINUTES: July 20, 2015
A motion to approve the minutes as presented was made by Planning Commissioner Brown, and was seconded by Planning Commissioner Rasmussen. The motion was approved unanimously (6-0).
- VI. NEW BUSINESS
 - A. Application 2015.03 – Rezoning Request (Continued from July 20, 2015)
City Attorney Kardash explained proper procedure to continue application 2015.03, Staff to bring their case,
Applicant to bring their case and then public comment. Lynn Rosetti gave an overview of the Barefoot Beach Resort located at 13220 Gulf Blvd. The existing parcel contains a three-story, 43-room hotel west of Gulf Lane and a one-story multi-tenant commercial building between Gulf Lane and Gulf Boulevard. The applicant is seeking to remove the existing commercial building and construct a 30-unit hotel building (5 stories over parking) between Gulf Lane and Gulf Boulevard. The zoning request is to change the current zoning from R-3 zoning Resort Facilities Medium (RFM)/Medium Density Residential to PD, Planned Development.

Monday August 24th, 2015 John A. Bodziak, Architect, held a neighborhood meeting to establish the Developers intend to position the new building on the property to make sure the view corridors are preserved, the height concerns, the relocation of the dumpsters on Gulf Lane and the added parking spaces.

All public speakers were sworn in by Regina Kardash, City Attorney.

Jack Bodziak, Architect for the present owners gave an overview of the Neighborhood meeting. He asked to keep the height on the proposed building, how the building will be positioned on the property and how it would allow the view corridor to be in place and balance on the property. He addressed the parking concerns and added 5 parking spaces, relocated the dumpster on Gulf Lane and moved the parking under the building to help deter the traffic entering onto Gulf Lane.

Ron Llauget voiced his concerns for the small single family homes on narrow lots along Gulf Lane. He believes the project doesn't fit in the neighborhood.

Rose Llauget would like to retain a small beach community which is consistent with the Comprehensive plan in place at this time. Mrs. Llauget also asked how many of the Commissioners had walked along Gulf Lane as requested from the last meeting to getting a better feeling of the neighborhood. Five out of six Commissioners had walked Gulf Lane.

Tom Edwards had a statement from Jan Norsaph and read it, he also passed out a copy to the Commissioners. He's concerned about the rooftop bar, moving the building north, not having the existing hotel be put into PD. He recommended a time period be imposed of twenty to twenty five years to not be allowed the start of construction on the existing property. He would also like to keep the current zoning of R-3 in effect.

Cindy Edwards asked when the property became one parce. The portion of the code was rewritten in 2014, it was a City wide decision, not just for this property. She objected to the new proposed zoning and would like to keep it R-3.

Kathy Willard bought in Madeira Beach for the small beach community, she is concerned about the environment of the beach and the turtles nests. She feels the beach is over crowded as is and parking is a problem already and with the new hotel it will become a bigger problem. She would like the R-3 zoning to stay in effect.

Gale Juedes is concerned with the new hotel and what it will do to the neighborhood. She is concerned with the height, and the rooftop bar and would like the zoning to stay an R-3.

James Adams is opposed to having anything built above three stories, he's concerned about the rooftop bar and it's proposed height.

John Johnson is concerned with the size of the hotel and what it would do to the beach both north and south along the beach. He is also concerned with what the rear of the building will look like.

Joe Jorgenson agrees the owner of the property should have the right to build on this property. He believes the Architect has made concession to the view corridors for the building across the street at Madeira Bay Resort. He is under the impression that the Developer wouldn't have an issue with keeping the current zoning at R-3. He would like to see a letter written by the City Attorney stating the notice for tonight's meeting was incorrect and that is why they didn't have their hired Consultant

at the meeting. If it had been correct, Jan Norsaph's would have been at the meeting and he wouldn't have been able to speak.

Planning Commissioner Brown gave comment about moving to Madeira Beach. He talked to the people of the community and what their thoughts are about the project. His view of the community's opinion are to include more open space to the building rather than a solid building. Commissioner Brown is in favor of moving the project forward to the BOC.

Planning Commissioner Noble asked the Developer to install sand dunes to preserve the beach for the good of the beach neighborhood.

Public comment was closed at 8:17 p.m.

Planning Commissioner Brown made a motion to move the application forward to the Board of Commissioners. Planning Commissioner Rasmussen seconded the motion. The motion was approved unanimously (6-0).

V. PLANNING COMMISSIONER DISCUSSION – NONE

VI. OLD BUSINESS – NONE

- **PLANNING AND ZONING DIRECTOR – Discussion of Meeting Time**

The Planning Commission discussed changing the time of the meeting to an earlier time. All agreed to keep the meeting at 7:00 p.m.

VII. REPORTS – NONE

- **CITY ATTORNEY – NONE**

- **PLANNING AND ZONING DIRECTOR – NONE**

VIII. NEXT MEETING: September 14, 2015

IX. ADJOURNMENT: A motion to adjourn was made by Planning Commissioner Brown and seconded by Planning Commissioner Noble. The motion was approved unanimously (6-0). Meeting was adjourned at 8:18 p.m.

Date approved: October 12, 2015

Jim Everett, Chairperson

Submitted by Patty Kordis, Permit Technician



MADEIRA BEACH PLANNING COMMISSION

November 19, 2015 – Agenda Report

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

SUBJECT: Barefoot Beach Resort – Development Agreement

BACKGROUND: A request to rezone the Barefoot Beach Resort property, located at 13220 Gulf Boulevard, from R-3 (Medium Density Multi-Family Residential) to PD (Planned Development) was recommended for approval by the Planning Commission on June 15, 2015. This current 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.

BUDGETARY IMPACT: None.

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

ATTACHMENT(S): Draft Development Agreement
Proposed Site Plan

Agenda Item: _____

**DEVELOPMENT AGREEMENT
(BAREFOOT BEACH RESORT)**

THIS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2015, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "City" and **BAREFOOT BEACH RESORT SOUTH L.L.C.**, a Florida Limited Liability Company authorized to transact business in the State of Florida, hereinafter referred to as "Developer".

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:

RECITALS

1. 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. The following development rights are hereby approved pursuant to this Agreement on the Property:

Category	Regulations
Future Land Use	PD Planned Development <u>Resort Facilities</u>
<u>Zoning</u>	<u>Medium</u>
Usage	<u>PD Planned Development</u>
Density (Units per Acre)	Hotel (73 rooms/suites)
Lot Area	60 Temp Lodging/Acre Allowed 59 Temp Lodging/Acre Actual
Lot Width	53,976 sq. ft. 1.24 Acres
Maximum Building Width (street frontage)	(N) 314.0 ft. (S) 87.6 ft.
Building Coverage (sq. ft. & % of gross site)	176.0 ft.
Gross Floor Area (sq. ft.)	16,240 sq. ft.
FAR (Floor Area Ratio)	30%
Setbacks:	50,992 sq. ft.
Front (East)	0.943 FAR
Rear (West)	20'-0" Elevator / Stair Tower / First Level 26'-0" to Main Building (East Variance / PD)
	11'-0" Building / Balcony Above

1a. Approval of the rezoning of subject property from R-3, General Commercial, to PD, Planned Development concurrent with the finalization of this Development Agreement.

b. The Developer shall provide a topographic survey with sufficient elevations to show detailed offsite drainage patterns.

c. The following items shall be included or addressed within the Final Site Plan:

i. Sight visibility triangles at all access drive aisles pursuant to Section 106-39 and Section 110-423, Madeira Beach Code of Ordinances.

ii. Note on the Landscape Plans, "When an access way intersects a public right-of-way or other access way, or when the subject property abuts the intersection of two or more public right-of-ways, all landscaping within the triangular areas described as [or] referred to as the "cross-visibility area," shall provide unobstructed cross-visibility at a level between 36 inches and eight feet. Trees and plant material trimmed in such a manner that cross visibility is not hindered will be allowed, provided they are located so as not to create a traffic hazard, as determined by the City."

iii. Calculation showing the Developer will meet the required minimum of ten percent interior landscaped areas, which is exclusive of perimeter landscape buffers that are required around vehicular use areas but may include perimeter landscaping that is in excess; and calculation showing a minimum of one tree for each 400 square feet or fraction thereof of required landscape area, pursuant to Section 106-34, Madeira Beach Code of Ordinances.

iv. Proposed development phases, if applicable, pursuant to Section 110-393, Madeira Beach Code of Ordinances.

v. Provide the handicap parking calculation, the three required handicapped spaces and relocation of the handicapped parking space with a blind back-out.

vi. Adjust the most northeast parking space, which requires a 5 foot offset back-out.

vii. Provide dimensioned site plan for drive aisles and parking spaces.

viii. Provide a grading plan for the site.

~~40m.~~ ~~Not Applicable~~ Proof of FDOT Access Permit being issued to Developer.

~~44j.~~ Final approval of the Community Development Department and the City's consulting civil engineer for the site's compliance with the approved site plan prior to the Certificate of Occupancy being issued.

~~42o.~~ The ~~developer~~ Developer shall provide revised plans or redline current plans in response to the City's consulting reviewers' comments, ~~which were submitted to the developers on~~ _____

p. Final Site Construction Plans must be submitted, signed and sealed by a Florida Registered Professional Engineer, meeting the requirements of the City of Madeira Beach's Code of Ordinances.

q. Prior to building permits being issued the Developer shall provide a letter from the potable water provider (Pinellas County) stating that adequate capacity is available for the fire sprinkler demand requirements.

r. Prior to building permits being issued the Developer shall provide a letter from the sanitary sewer service provider (Pinellas County) stating there is adequate capacity.

~~43s.~~ The proposed Roof Deck, Fitness Room, and Bar Area shall be clearly ancillary and subordinate to the principal hotel use. The proposed facilities are intended for the convenience of the hotel guest and as such shall operate in a manner that is customary and incidental to the operation of a hotel. It is understood that the practice of providing at least limited food service is a service expected by hotel guests and a service that is routinely provided by hotels. Such restaurant shall comply with the definition of ancillary use found in Section 82-2 of the Madeira Beach Code of Ordinances and noted below. Because of its limited nature, this ancillary restaurant does not increase the need for additional parking.

Ancillary use means a use which is either: Subordinate to and serves a principal building or use; subordinate in area, extent, and purpose to the principal building or use served; contributes to the comfort, convenience, or necessities of the users or occupants of the principal building or use; and is located on the same lot as the principal building or use. Unless otherwise specified, no ancillary use shall exceed 25 percent of the gross floor area of the principal building or use.

4. All calculations for infrastructure improvements and land use requirements, such as but not limited to, drainage calculations, parking requirements and other requirements, shall be based on the site and character of the Project.

5. Developer represents that to the best of its knowledge, as of the date of the execution of this Agreement that there are no liens, encumbrances, mortgages, equitable interest or other types property interests held by any other person, firm or corporation whose legal or equitable interest in the lands constituting the Property will be affected by the matters contained in this Agreement which are not subordinated to this Agreement. The Developer has the full right and legal authority to enter into this Agreement and to agree to and execute all the legal obligations set forth herein. The Developer further represents and warrants that it shall not cause any rights or encumbrances on the Property to arise at any time between the execution of this Agreement and the recording of this Agreement in the Public Records of Pinellas County, Florida, which are not subordinate to this Agreement.

6. The City desires to have the Project developed as a unified development with each portion of the Project being treated as an integral part of a unified development. In furtherance of the Developer's development of the Project as a cohesive whole, the Developer agrees that no subdivision of the Property shall be allowed, other than the potential sale of transient hotel units shown on the site plan as part of a hotel/condominium.

7. The parties agree that both Sections 163.3220 through 163.3243 F.S. (2011-2015), the **Florida Local Government Development Agreement Act ("Act")** and Sections 86-141 through 86-149 of the **Code of the City of Madeira Beach ("Code")**, are fully complied with in all respects by the parties. The provisions of said Act and Code provisions are incorporated herein by reference, and in the event of any conflict between the language of this Development Agreement and the above sections of the City's Zoning Code, such conflict will be resolved in favor of the provisions of the Code in effect as of the date of this Agreement. Changes to the Code regarding life/safety matters (building codes, fire codes, etc.) shall be enforceable as of the effective date thereof. The Act, referenced Code provisions, the Final Site Plan and terms of this Agreement shall govern the development of the Property and the relationship of the parties in the terms of this Agreement. Any matters required by State Statute, the Florida Administrative Code or City Code which are not specifically addressed as part of this Agreement shall, nevertheless, be complied with by the parties. The parties and their respective successors in title shall be responsible for the obligations as more particularly set forth under the terms of this Agreement and this Agreement shall act as a covenant running with the Property and shall be enforceable by the parties hereto.

The City shall have the absolute discretion to amend and/or enforce life safety codes of general applicability that may modify the provisions of this Agreement or may impose additional burdens on the Developer as is otherwise authorized by State Statutes, City ordinances or the regulation of governmental administrative agencies. The parties agree that the legislative discretion of the City Commission to adopt such life safety codes shall be superior to any agreements contained herein and 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.

8. The Project shall be developed in accordance with the Final Site Plan attached hereto as Exhibit "B", ~~dated August 25, 2015~~ and incorporated herein by

reference. For this reason, the compliance by the City, Developer and respective successors in title with the Final Site Plan, as described in Exhibit "B", on a continuing basis is of critical importance to the City and Developer, and any deviation therefrom shall be deemed to be a material breach of this Agreement and of the covenants which are entered into by the parties and are recorded for the long-term protection of the public.

9. The City hereby reserves the capacity in the public facilities necessary to serve the Project.

10. The Developer and City have agreed to the provisions, restrictions, limitations and requirements which are otherwise set forth in detail in this Agreement and any exhibits attached hereto.

11. It is of paramount importance to each of the parties hereto that the Property be developed as set forth in the Final Site Plan and in this Agreement and that the development of the Property be completed on a timely basis; that the Project be completed in its entirety; that the structures constructed on the Property be constructed in substantial compliance with the terms of the Final Site Plan and this Agreement; that the uses allowed on the Property be limited as set forth in the Final Site Plan and this Agreement; and that such restrictions and controls be continued in accordance with their terms and be applicable to and binding upon the parties hereto and their respective successors and assigns.

12. The City Commission finds that the development permitted pursuant to this Agreement is consistent with the City's Comprehensive Land Use Plan and the land development regulations of the City.

THE AGREEMENT BETWEEN THE PARTIES

13. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

14. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (~~2011~~2015) and Sections 86-141 through 86-149 of the Code of Ordinances of the City of Madeira Beach.

15. 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 transfer of title from the City to the Developer shall specifically provide that they are 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 5:00 p.m. on the ~~30th~~ 31st day of ~~November, 2015~~ December, 2015 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.

16. Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which 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. 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.

17. 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.

It shall be an absolute condition precedent to any obligation of the City under the terms of this Agreement that any mortgage holder consent to and subordinate its mortgage interest to the terms of this Agreement.

If the Developer has title to the Property prior to the execution of this Agreement, the Developer shall submit a title opinion by a title company or attorney at law certifying in writing as of the date of approval of this Agreement by the City Commission of the City

of Madeira Beach as to the status of title of such lands including all lien holders, mortgagees or any other encumbrances. The City will rely on such certification. If any lienholder or mortgagee is shown by the title opinion, a satisfaction or subordination shall be received by the City of Madeira Beach prior to the time the City executes this Agreement although the approval of the execution of this Agreement may be made by the City Commission contingent upon the receipt of such consent and subordination.

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.

18. 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 (2014-2015). 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 net of any applicable credits for existing structure.

19. 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.

20. 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.

21. Final Site 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 Final Site Plan attached hereto as Exhibit "B" as such Final Site 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. 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:

- a. The Property shall be developed and landscaped in accordance with the Final Site Plan attached hereto as Exhibit "B" and incorporated herein. A detailed landscape plan is provided with the Final Site Plan and will be specifically adhered to. 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.

There shall not be any material deviation from the provisions of the Final Site 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.

- b. The Property shall be developed substantially in accordance with the Final Site Plan (Exhibit "B") attached hereto and incorporated herein.
- c. All outdoor lighting on the Property shall be directed downward so as not to be disruptive to the residential neighborhoods abutting the Property and shall be oriented and shielded so that no light is cast directly on abutting

property. Light cast onto abutting properties by reflection or otherwise shall be limited to an intensity that is substantially in conformance with the lighting conditions in residential neighborhoods in the City of Madeira Beach. At no time shall the Developer allow a nuisance condition to exist on the Property.

- d. Dumpster and trash pickup will be contained within the Property and fully screened from adjacent residential properties.
- e. Ingress and egress to the Property shall be as shown on the Final Site Plan.
- f. Building heights, architectural style and location will be as shown on the Final Site Plan. The architectural style reflected as an attachment to or being part of the Final Site Plan shall be complied with in all material respects during the development of the Project.
- g. This Agreement and the Final Site Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No changes may be made in these agreed upon dimensional requirements or in any matter that is reflected on the Final Site Plan or addressed specifically in this Agreement through any appeal process to the Special Magistrate for a variance, special exception or other process which would serve to vary or change the terms of this Development Agreement and the Final Site Plan attached hereto. The only change which may be requested by the parties is for 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.

22. 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, 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 and shall include, but not be limited to the following:

- a. Pedestrian ways, sidewalks, and crosswalks located on the Property, as shown on the Final Site Plan.

- b. Sewer collection systems, located on the Property, including any necessary pumping facilities providing for transmission of sewage flows generated by the Project.
- c. Water distribution system located on the Property including fire protection facilities and reclaimed water facilities as may be necessary to serve the Project.
- d. Stormwater drainage systems serving public facilities located on the Property, serving to conduct, transmit, channel or otherwise provide for stormwater flow from, through and to adjoining lands according to the natural site topography including retention/detention ponds or any other stormwater facilities required by the City of Madeira Beach or any other governmental agency with jurisdiction concerning such facilities. Any required easements or other rights of access to insure the continued maintenance and working condition of said retention/detention ponds shall be granted to City by the Developer or to Developer by City, as may be applicable.
- e. Street signage and pavement striping.
- f. Utility easements or rights-of-way.
- g. Other facilities deemed necessary for public use, including but not limited to off-site road and drainage facilities as identified in the site plan review process, building permit issuance process, engineering review, fire department review, or any other review process of the City or other governmental agency with jurisdiction over such development.

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.

23. 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.

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

- a. City of Madeira Beach building permits.

- b. Southwest Florida Water Management District surface water management permit.
- c. City of Madeira Beach Engineering construction permit.
- d. Florida Department of Environmental Protection NPDES permit.
- e. Florida Department of Health drinking water permit.
- f. Florida Department of Environmental Protection wastewater collection permit.
- g. 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.

25. City Impact Fee Credits.

- a. Project. The City ~~has will~~ computed and will grant certain impact fee credits for the Project to the Developer consistent with City ordinances and reflecting previous uses on the Property, which entitle the Developer to transportation, impact fee credits. ~~The impact fee credits to be granted to Developer are in the amount of~~
~~(\$_____)~~

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

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

Except as provided above, the parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

33. 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.

34. 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.

35. 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.

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

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

proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorneys fees at mediation, trial and through any appellate proceedings.

38. 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:
Barefoot Beach Resort South, LLC
P.O. Box 10210
Forth Smith, Arkansas 72917-0210
Attention: Charles Palmer

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

with copies to:

Thomas J. Trask, Esquire
City Attorney
Trask, Metz & Daigneault, LLP
1001 S Fort Harrison Avenue,
Suite 201
Clearwater, FL 33756

~~Yacavone, Metz & Daigneault, LLP~~
~~595 Main Street~~
~~Dunedin, FL 34698~~

~~Frazer, Hubbard, Brandt, Trask~~

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

39. 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.

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

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

CITY OF MADEIRA BEACH

By: _____

Witness Travis Palladeno, Mayor

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Travis Palladeno, Mayor of the City of Madeira Beach, who _____ is personally known to me or who produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Shane Crawford, City Manager

~~Ginger Stilton~~ Aimee Servedio, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, Esquire, City Attorney

BAREFOOT BEACH RESORT SOUTH, LLC

Witness By: _____
Charles Palmer, its Manager

Witness

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared ~~Charles Palmer~~~~Stephen J. Page~~, as Manager of BAREFOOT BEACH RESORT SOUTH, LLC who _____ is personally known to me or who produced _____ as identification and, being first duly sworn, acknowledges that he has read the foregoing and that the same is true and correct, and that he is duly authorized to execute this Agreement on behalf of BAREFOOT BEACH RESORT SOUTH, LLC this _____ day of _____, 2015.

NOTARY PUBLIC, STATE OF FLORIDA

Mailed 11-2-15



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

DATE: THURSDAY, NOVEMBER 19, 2015 AT 7:00 P.M.
MADEIRA BEACH CITY HALL LOCATED AT 300 MUNICIPAL DRIVE
CITY COMMISSION CHAMBERS

PROPERTY OWNER: Barefoot Beach Resort South, LLC (Charles G. Palmer,
Registered Agent)
P. O. Box 10210
Fort Smith, Arkansas 72917-0210

APPLICANT: John A. Bodziak Architect, AIA
2325 Ulmerton Road, Suite 21
Clearwater, Florida 33762

LOCATION: 13220 Gulf Boulevard

The Planning Commission is considering a **DEVELOPMENT AGREEMENT** for the property located at 13220 Gulf Boulevard, Madeira Beach, Florida 33708.

THE DEVELOPMENT AGREEMENT MAY BE VIEWED IN THE CITY CLERKS OFFICE, CITY HALL, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FLORIDA, BETWEEN THE HOURS OF 8:00 A.M. AND 4:30 P.M., MONDAY THROUGH FRIDAY. FOR FURTHER INFORMATION CALL THE COMMUNITY SERVICES DEPARTMENT AT 727-391-9951.

Any person who decides to appeal any decision at this Public Hearing with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private Reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131. Posted: November 2, 2015



PAM DUBOV, CFA, CAE

Pinellas County Property Appraiser

www.pcpao.org

pam@pcpao.org

Run Date: 02 Nov 2015

Subject Parcel: 15-31-15-02741-000-0001

13220 Gulf Blvd.

Radius: 200 feet

Parcel Count: 133

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

Total pages: 6

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

☒ MAIN BRANCH- COURTHOUSE
315 Court St. - 2nd Floor
Clearwater, FL 33756
MAIL: PO Box 1957
Clearwater, FL 33757
TEL: (727) 464-3207
FAX: (727) 464-3448
HEARING IMPAIRED: (727) 464-3370

EXEMPTIONS:
TEL: (727) 464-3294
FAX: (727) 464-3408
COMMERCIAL APPRAISALS:
TEL: (727) 464-3284
RESIDENTIAL APPRAISALS:
TEL: (727) 464-3643 (C/W)

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

☐ TYRONE (SOUTH)
1800 66TH St. N
St. Petersburg, FL 33710
TEL: (727) 582-7652
FAX: (727) 582-7610

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

PETRINI, RONALD R
316 LOTUS PATH
CLEARWATER FL 33756-3830

~~PETRINI, RONALD R
316 LOTUS PATH
CLEARWATER FL 33756-3830~~

BERTOLDI, JOSPEH TODD
BERTOLDI, GLORIA J
3409 S OMAR AVE
TAMPA FL 33629-8213

CROSSGATE PARTNERS LLC
7320 MCGINNIS FERRY RD
SUWANEE GA 30024-1269

WILHELM, WAYNE G
WILHELM, KATHY
8131 LEAH CT
WILLIAMSVILLE NY 14221-8500

MARTINOVIC, PAVO
MARTINOVIC, DEBBIE
189 BECKWICK RD
THUNDER BAY ON P7G 1N7

DEIDA, DAVID
6822 22ND AVE N # 142
ST PETERSBURG FL 33710-3918

MEEHAN, FRANCES C
MEEHAN, WILLIAM F
4302 OAKHURST TER
TAMPA FL 33618-8625

WILDE, BILL
WILDE, BRENDA
108 NEW CITY RD
STAFFORD SPRINGS CT 06076-3536

YORK, MICHAEL S
YORK, ALTA C
13195 GULF LN APT 301
MADEIRA BEACH FL 33708-2556

COFFEE, JOHN G
COFFEE, BARBARA
1403 HAWKSHEAD LN
LOUISVILLE KY 40220-3820

BABCOCK, LANCE R
BABCOCK, CAROL-ANNE
52 LONDON DR
CHATHAM ON N7L 5J1

***** ** *****

CHAPPLE, ALAN
211 RONAN AVE
TORONTO ON M4N 2Y7

FRANK, FRED B
13255 GULF LN
MADEIRA BEACH FL 33708-2533

DE RUBEIS, BEN A
CHETCUTI, PATRICK
4 HUGHSON ST S STE # 301
HAMILTON ON L8N 3Z1

DE MELO, FIRMO
DE MELO, TERESA
7 LINKS LN
BRAMPTON ON L6Y 5G9

HATFIELD, GLENDA L
70 SKEESE RD
BIG CLIFTY KY 42712-6846

ROBINSON, CHERRIE
8461 MONARCH CIR N
SEMINOLE FL 33772-3953

MINA, MANUEL
MINA, VIRGINIA
C/O MINA, MANUEL
13000 GULF LN APT 504
ST PETERSBURG FL 33708-2694

GUARINO, ROSS A JR
GUARINO, LISA KLAS
3085 ANGLE RD
ORCHARD PARK NY 14127-1401

IGNOFFO, JOSEPH T
COLBY, PAMELA D
13306 GULF BLVD
MADEIRA BEACH FL 33708-2514

MIGONE, RUBEN A
MIGONE, ANA B
228 KITTANNING PIKE
PITTSBURGH PA 15215-1430

LUDWIG, JOHN J
235 EMILY PARK RD RR# 2
OMEMEE ON K0L 2W0

FINNERAN, TIMOTHY
FINNERAN, NATALIE
8527 TIDAL BAY LN
TAMPA FL 33635-6283

~~BABCOCK, LANCE
BABCOCK, CAROL-ANNE
52 LONDON DR
CHATHAM ON N7L 5J1~~

BUCKLER, JAMES A
BUCKLER, LYNNE M
24 MILLSTONE
UNIONVILLE ON L3R 7M3

BELL, WILLIAM
BELL, SANDRA
9600 ELIZABETH LAKE RD
WHITE LAKE MI 48386-2723

FALA, JOSEPH A
FALA, KATHLEEN
2718 45TH WAY N
ST PETERSBURG FL 33713-3235

MC DONAGH, CHRISTOPHER N & LENA H
TRUST
MC DONAGH, LENA H TRE
C/O MC DONAGH, CHRISTOPHER N & LENA
TRUST
PO BOX 4
EAST DURHAM NY 12423-0004

EISLER, JAN L TRE
13336 GULF BLVD APT 304
MADEIRA BEACH FL 33708-2552

KRASAVTSEVA, ILONA
STEBLEV, ANTON
10877 95TH ST N
LARGO FL 33773

~~MADEIRA BEACH, CITY OF
300 MUNICIPAL DR
MADEIRA BEACH FL 33708-1916~~

DE MASCIO, VINCENT A
DE MASCIO, JANET
2 WADE RD
ANCASTER ON L9G 3Y2

GERMANI, ENRIQUE FERNANDO
HAZ, PATRICIA ELIZABETH
6425 COACHFORD WAY
MISSISSAUGA ON L5N 3V8

PEKAR, VLADISLAV
PEKAR, YELENA
5923 BROWDER RD
TAMPA FL 33625-4128

KLINE FAMILY TRUST
KLINE, JOHN MICHAEL TRE
10 RIVAGE
NEWPORT COAST CA 92657-0100

MIDDLEBRO, JOHN H
MIDDLEBRO, EDITH A
525 4TH AVE "A" WEST
OWEN SOUND ON N4K 4Z6

~~MADEIRA BEACH, CITY OF
300 MUNICIPAL DR
MADEIRA BEACH FL 33708-1916~~

JUEDES, GAYLE A
13336 GULF BLVD APT 104
MADEIRA BEACH FL 33708-2550

ADAMS, JAMES M
ADAMS, LINDA L
3116 ENSIGN AVE N
NEW HOPE MN 55427-2427

HEDRICK LIVING TRUST
HEDRICK, JERRY L TRE
503 TOMAHAWK TRL
BRANDON FL 33511-8085

MELTON, PAUL
MELTON, ANNE MARIE
10120 WORTHY LAMB WAY
NEW PORT RICHEY FL 34654-3632

RAY, BARBARA REVOCABLE LIVING TRUST
RAY, BARBARA TRE
PO BOX 86005
MADEIRA BEACH FL 33738-6005

WEIS, WENDY
1715 HWY 9
NEWMARKET ON L3Y 4V9

FRANCIS, ANTHONY
FRANCIS, MANDY
2560 CALVANO DR
LAND O LAKES FL 34639-5493

HURLEY, MICHAEL
HURLEY, CONNIE M
4070 CLARDON DR
WILLIAMSVILLE NY 14221-7302

MADEIRA BAY MARINA LLC
4701 TROUSDALE DR SUITE 202
NASHVILLE TN 37220-1386

MADEIRA BAY RESORT II CONDO ASSN INC
13030 GULF BLVD
MADEIRA BEACH FL 33708-2639

~~COFFEE, JOHN G
COFFEE, BARBARA
1403 HAWKSHEAD LN
LOUISVILLE KY 40220-3820~~

LEARY, PATRICK J
LEARY, SUSAN R
19 HILL VALLEY DR
LANCASTER NY 14086-1054

MULLINEAUX, WILLIAM T
MULLINEAUX, SUSANNE M
804 DEVONSHIRE CT
WARRINGTON PA 18976-3629

CARHART, STEVEN D
13235 GULF BLVD UNIT 607
MADEIRA BEACH FL 33708-2632

MADDEN, HALEIGH G
908 MAIN ST UNIT 3D
EVANSVILLE IN 47708

LINDAUER, WILLIAM TRE
LINDAUER, MELINDA TRE
PO BOX 591
WAYNESVILLE OH 45068-0591

YURASKO, FRANK N
JORGENSEN, JOSEPH
7840 9TH AVE S
ST PETERSBURG FL 33707-2731

STROUPE, SONDRALISABETH
4579 SUMMERSIDE DR
CLOVER SC 29710-8674

PEARTREE INVESTMENTS LLC
4817 STANLEY FARM CT
LA GRANGE KY 40031-6715

~~MADEIRA BAY MARINA LLC
4701 TROUSDALE DR SUITE 202
NASHVILLE TN 37220-1386~~

COFFMAN, DAVID E & DEBBIE M TRUST
COFFMAN, DAVID E TRE
7315 W HILLSIDE RD
CRYSTAL LAKE IL 60012-2926

TAGGART, MARIANNE JANE POTGIESSER, LARRY DALE 6926 SPRINGBROOK KALAMAZOO MI 49004-9666	BAREFOOT BEACH RESORT SOUTH LLC PO BOX 10210 FORT SMITH AR 72917-0210	MEYER, JAMES A MEYER, ANGELA C 13307 GULF BLVD UNIT B MADEIRA BEACH FL 33708
JARES, ROBERT J JARES, SONA 672 STANHOPE DR CASSELBERRY FL 32707-5726	RAYMOND, LAUREN S STUART, LESLEY A TRUST 11423 112TH AVE LARGO FL 33778-3726	CAMPBELL, MARTHA E 13195 GULF LN APT 102 MADEIRA BEACH FL 33708-2555
TAVAREZ, TIFFANY 30 DUNCAN LN ROCKAWAY NJ 07866-2808	NAPARIU, JOHN S 13336 GULF BLVD UNIT 503 MADEIRA BEACH FL 33708-2553	DIFEO, FRANK DIFEO, KATHLEEN 23 OFFER ST BRADFORD MA 01835-7005
LET'S GO TO THE BEACH LLC 567 JOHNS PASS AVE MADEIRA BEACH FL 33708-2368	MORRISON, JACQUELINE D 23 PIPER PL CALEDONIA ON N3W 1G9	BURMEISTER, JANET CHESNEY LIV TRUST BURMEISTER, JANET CHESNEY TRE 233 REX PL APT G MADEIRA BEACH FL 33708-1933
HAGEN, SANDRA S 12080 66TH AVE SEMINOLE FL 33772-6121	MILLINGTON, JOHN MILLINGTON, JUNE 130 MANSFIELD DR ANCASTER ON L9G 1M7	STILLIE, JONATHAN M CLARK-STILLIE, CARINA M 2806 BAYPOINTE CIR TAMPA FL 33611-2845
BAREFOOT BEACH RESORT SOUTH LLC PO BOX 10210 FORT SMITH AR 72917-0210	NOROUZIAN, MIRYUSEF KING, KATHLEEN C 9250 CUPSTONE DR GALENA OH 43021-9783	CHAMBRE CONDO ASSN INC C/O CHAMBRE CONDO MGMT 13336 GULF BLVD MADEIRA BEACH FL 33708-2528
FL INT IMP FUND TRE C/O AMERIS REALTY OF FL 1114 17TH AVE S STE 205 NASHVILLE TN 37212-2215	SCANLON, DANIEL J SCANLON, DEBORAH A 2847 COVENTRY GREEN HAMBURG NY 14075-5856	CRETACCI, JOHN CRETACCI, JOANNE R 14 GRASSPOINTE DR AMHERST NY 14228-2815
SMITH, CHARLES E 13304 GULF BLVD MADEIRA BEACH FL 33708-2514	HARNEY, BRUCE C HARNEY, RENE O 13202 GULF BLVD MADEIRA BEACH FL 33708-2633	WILLARD, KATHLEEN A 13336 GULF BLVD # 404 MADIERIA BEACH FL 33708-2552
SULLIVAN, JASON LAWRENCE SULLIVAN, JULIE PATRICIA PO BOX 405 BAY BULLS NL A0A 1C0	JAUQUETT, FRANK L JAUQUETT, LISA L 22 FARMINGTON CIR WEST GROVE PA 19390-9542	COSTA, MICHAEL A COSTA, ILEANA 13302 GULF BLVD MADEIRA BEACH FL 33708-2514
WARRINGTON, DOUGLAS 125 MARTELLAGO DR NORTH VENICE FL 34275-6603	BUSCHMANN, KLAUS PETER BUSCHMANN, REGINA E HAMMER STRASSE 176 48153 MUENSTER	DI DOMENICO, ANTOINETTE 2523 YUKON CLIFF DR RUSKIN FL 33570-6346

~~MADEIRA BAY MARINA LLC
4701 TROUSDALE DR SUITE 202
NASHVILLE TN 37220-1386~~

MADEIRA DEL SOL CONDO ASSN INC
540 SPITFIRE ST # 28
WOODSTOCK ON N4T 0C2

MORRISON, GARY B
MORRISON, DIANA E
1000 CREEKSIDE DR UNIT 601
DUNDAS ONT L9H 7S6

TULL, DAVID
TULL, JILL
5546 WELLFIELD RD
NEW PORT RICHEY FL 34655-4314

PETERSON, COURTNEY D
PETERSON, CAROL J
807 8TH ST N
VIRGINIA MN 55792-2317

AZZURI LTD
67 DECARIE CIR
ETOBICOKE ON M9B 31J

ARCHAMBAULT, DEWEY G
13336 GULF BLVD 204
MADEIRA BEACH FL 33708-2551

DOWNING, CHRISTOPHER C
DOWNING, MARY B
11380 4TH ST E
TREASURE ISLAND FL 33706-3008

DUGGAN, NANCY J
93 TREEHAVEN RD
WEST SENECA NY 14224-3638

CALLIS, RAMONA
FLANAGAN, WENDY
12104 FOXPOINT DR
MARYLAND HEIGHTS MO 63043-2108

REYNOLDS, KEVIN M
REYNOLDS, PAMELA M
635 SE 47TH LOOP
OCALA FL 34480-4769

W K E M LLC
130 HICKORY LN
LEBANON OH 45036-2318

MINZATESCU, NADIA
5633 N NEWARK AVE
CHICAGO IL 60631-3138

~~MADEIRA BAY MARINA LLC
4701 TROUSDALE DR SUITE 202
NASHVILLE TN 37220-1386~~

ALPINA INVESTMENTS INC
8032 13TH AVE S
ST PETERSBURG FL 33707-2711

LAGUE, NORBERT G
LAGUE, MONIQUE BARBARA
487 PINELLAS BAYWAY # 207
TIERRA VERDE FL 33715-1975

THORNBERRY FAMILY TRUST
THORNBERRY, RICHARD P TRE
3235 SODA CANYON RD
NAPA CA 94558-9459

PRICE, JAMES M
225 2ND ST BOX 129
RODNEY ON N0L 2C0

MADEIRA DUNES CONDO ASSN INC
13307 GULF LN
MADEIRA BEACH FL 33708-2535

BOSCIA REVOCABLE TRUST
BOSCIA, MICHAEL M TRE
1671 E GATE DANCER CIR
INVERNESS FL 34453-3395

ARMAS, IGNACIO
ARMAS, TERESA
3310 W LYKES AVE
TAMPA FL 33609-4624

PRUETT, EDDIE B
PRUETT, BARRY B
7600 BAYSHORE DR APT 705A
TREASURE ISLAND FL 33706-3554

RUDZIK, ROBERT J
RASHID-RUDZIK, THERESA
3184 RAVINEWOOD DR
COMMERCE TOWNSHIP MI 48382-1474

BBRS CONDO ASSN INC
13238 GULF BLVD
MADEIRA BEACH FL 33708-2633

LIPAROTO, PAUL M
LIPAROTO, DARLENE
376 SHEFFIELD CIR
PALM HARBOR FL 34683-5740

CSEPLO, STEPHEN
CSEPLO, LUZETTE
4365 CONTERBURY WALK DR
DULUTH GA 30097-8158

EQUITY TRUST CO CUST
1305 ARBUCKLE CREEK RD
SEBRING FL 33870-6802

DEBAISE, LOUIS A
DEBAISE, MARTHA A
4946 19TH ST N
ST PETERSBURG FL 33714-3308

HEREFORD, JEANNE B REVOCABLE TRUST
HEREFORD, JEANNE B TRE
1400 N WOODLAWN # 10B
WICHITA KS 67208-2460

PETERSON, JOYCE E
PETERSON, FRANCES
13195 GULF LANE # 402
MADEIRA BEACH FL 33708-2556

RAGHEB, EMAD
RAGHEB, SAMIH
13235 GULF BVLD UNIT 414
MADEIRA BEACH FL 33708

STEVENS, JOHN B TRUST
STEVENS, JOHN B TRE
607 LADIN LN
LAKEWAY TX 78734-4101

ALANAI LLC
10134 S FULTON CT
ORLANDO FL 32836-3707

SANDERS, WILLIAM N
SANDERS, CAROLYN S
13301 GULF LN
MADEIRA BEACH FL 33708-2535

KATZ, IVAN
7037 SUNSET DR # 703
SOUTH PASADENA FL 33707-2880

TRIGILIO, THOMAS D
TRIGILIO, SALVATORE S
4993 EASTBROOKE PL
WILLIAMSVILLE NY 14221-4125

LLAUGET, RONALD F
LLAUGET, ROSE A
19905 READING RD
LUTZ FL 33558-5006

STEWART, CHARLES
STEWART, AUSILIA
484 CRIMSON OAK TRL
OAKVILLE ON L6H 7A3

1 3 2 3 5 GULF BLVD UNIT 210 LLC
3129 76TH CT
ELMWOOD PARK IL 60707

KERN, THOMAS L REV TRUST
KERN, THOMAS L TRE
1520 FINEFROCK RD
FREMONT OH 43420-8779

~~MADEIRA BAY MARINA LLC
4701 TROUSDALE DR SUITE 202
NASHVILLE TN 37220-1386~~

MEYER, JAMES
MEYER, ANGELA
13307 GULF LN UNIT B
MADEIRA BEACH FL 33708-2535

FLEGAL, RONALD W
768 S COMMERCIAL ST
NEENAH WI 54956-3314

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

NOTICE IS HEREBY GIVEN that the **LOCAL PLANNING AGENCY (THE PLANNING COMMISSION)** of the City of Madeira Beach will hold a **PUBLIC HEARING** for the first reading on the **Development Agreement for the Barefoot Beach Resort, LLC.**, in Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Thursday, November 19, 2015 at 7:00 p.m.**

NOTICE IS HEREBY GIVEN, the Board of Commissioners of the City of Madeira Beach will conduct the first reading of **Ordinance 2015-17**, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, November 17, 2015 at 6:00 p.m.**

Upon the passage of Ordinance, **NOTICE IS HEREBY GIVEN**, the Board of Commissioners of the City of Madeira Beach will conduct the second and final reading of the **Development Agreement for the Barefoot Beach Resort, LLC.**, and **Ordinance 2015-17**, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on Tuesday, December 1, 2015 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 **The Barefoot Beach Resort, LLC** located at 13220 Gulf Boulevard, Madeira Beach, Florida 33708.

ORDINANCE 2015-17

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 13220 GULF BOULEVARD, FROM MEDIUM DENSITY MULTIFAMILY RESIDENTIAL (R-3) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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

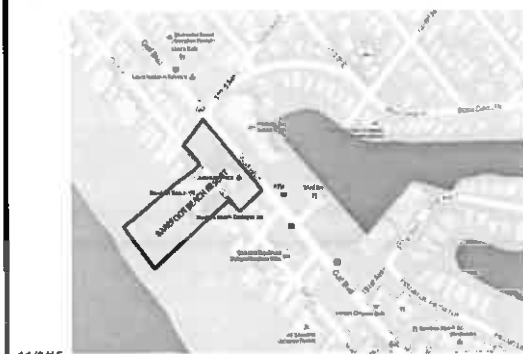
LEGAL DESCRIPTION:

LOT 5,6,7,8 AND 9, BLOCK 6 MITCHELL'S BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS APPERTAINING THERETO AND LOT 11,12 AND A PORTION LOT LOT 13, BLOCK 6, MITCHELL'S BEACH, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PORTION TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT11,BLOCK 6 FOR A POINT OF BEGINNING AND THENCE RUN NORTH 38°15'59" EAST ALONG THE NORTH RIGHT-OF-WAY OF 133RD AVENUE, A DISTANCE OF 71.65 FEET TO A POINT OF INTERSECTION WITH DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY TAKING (PROJECT #15100-2511); THENCE NORTH 89°37'28" EAST, ALONG SAID RIGHT-OF-WAY TAKING A DISTANCE OF 20.06 FEET; THENCE SOUTH 39°06'57" EAST, ALONG SAID RIGHT-OF-WAY TAKING, A DISTANCE OF 87.44 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF GULF LANE (A 15 FOOT RIGHT-OF-WAY); THENCE NORTH 39°07'35" WEST, ALONG SAID EAST RIGHT-OF-WAY OF GULF LANE, A DISTANCE OF 91.64 FEET TO THE POINT OF BEGINNING. CONTAINING 7763.66 SQUARE FEET RO 0.178 ACRES MORE OR LESS, CONTAINING 7763.66 SQUARE FEET RO 0.178 ACRES MORE OR LESS.

FLOOD STATEMENT:

THIS LOT LIES IN FLOOD ZONES VE (EL 15), VE (EL 14), AE (EL 13) AND AE (EL 12) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP 12103C 0191G, DATED SEPTEMBER 3, 2003 CERTIFIED TO: BAREFOOT BEACH RESORT SOUTH, LLC 1ST MANATEE BANK, ITS SUCCESSORS AND/OR ASSIGNS U.S. SMALL BUSINESS ADMINISTRATION CHICAGO TITLE INSURANCE COMPANY GREENE HAMRICK PERREY QUINLAN & SCHERMER, P.A.

Aimee Servadio, City Clerk
City of Madeira Beach





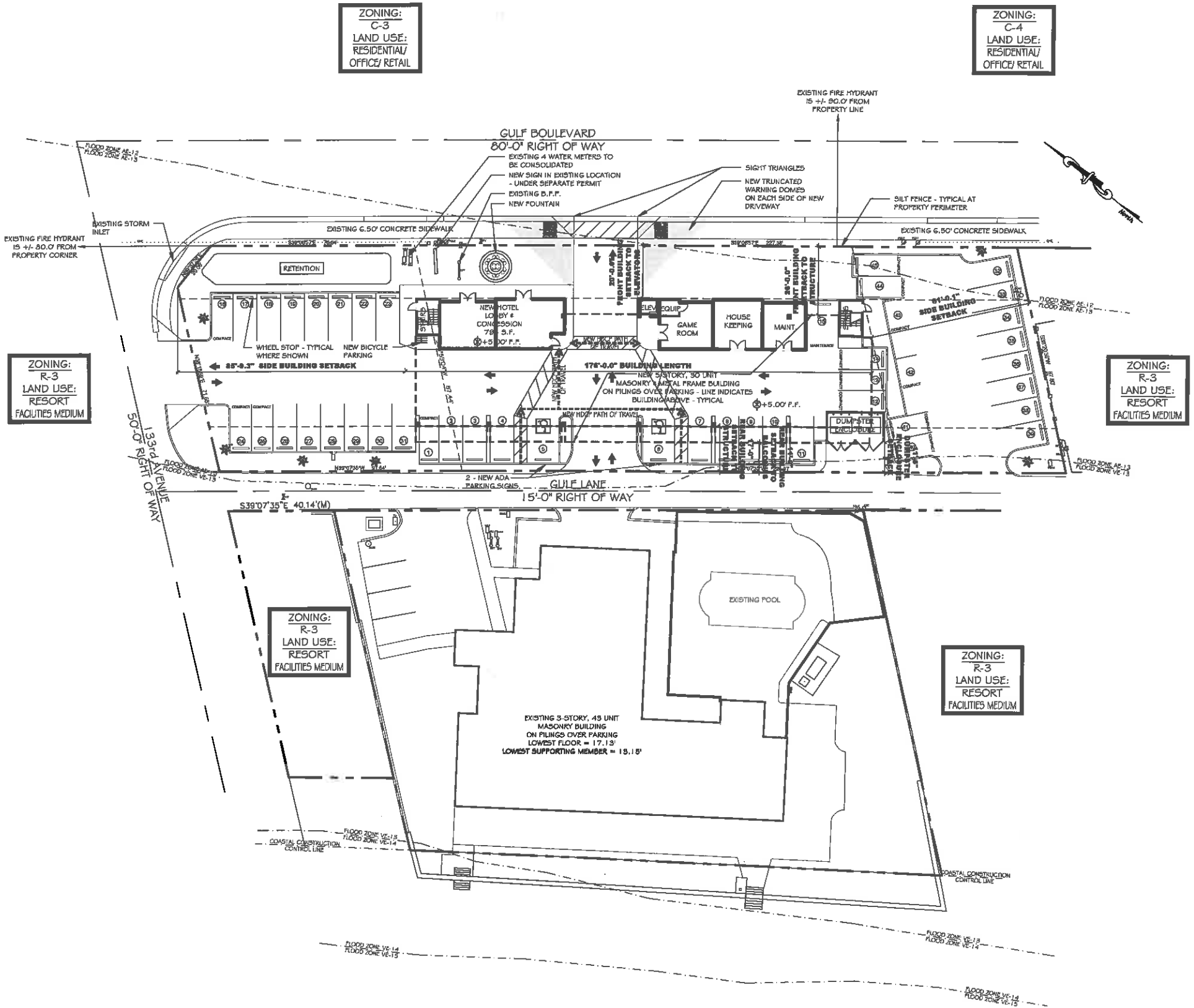


SITE DATA TABLE:

CATEGORY	ALLOWABLE	EXISTING	PROPOSED
ZONING	R-3	R-3	PD
LAND USE DISTRICT	RPM	RPM	RPM
USE		COMMERCIAL & TEMPORARY LODGING	TEMPORARY LODGING
SETBACKS	FRONT: 25'-0" SIDE: 35% OF LOT AREA (50'-0" MIN) REAR: 25'-0"	FRONT LOT: 15'-0" SIDE: 75'-0" & 156'-7" REAR: 15'-0" REAR LOT: 15'-0" SIDE: 75'-0" & 156'-7" REAR: 15'-0"	FRONT LOT: 15'-0" SIDE: 75'-0" & 156'-7" REAR: 15'-0" REAR LOT: 15'-0" SIDE: 75'-0" & 156'-7" REAR: 15'-0"
B.F.E.	47'-13" WITH 1'-0" OF FREEBOARD	47'-13" WITH 1'-0" OF FREEBOARD	47'-13" WITH 1'-0" OF FREEBOARD
FINISHED FLOOR ELEVATION		FRONT LOT: 4.0' (TYP) REAR LOT: 5.0' (TYP)	FRONT LOT: 4.0' (TYP) REAR LOT: 5.0' (TYP)
SITE AREA		FRONT LOT: 27,255.35 S.F. REAR LOT: 26,720.83 S.F. TOTAL SITE: 53,976.18 S.F. (1.24 ACRES)	FRONT LOT: 27,255.35 S.F. REAR LOT: 26,720.83 S.F. TOTAL SITE: 53,976.18 S.F. (1.24 ACRES)
DENSITY	80 UNITS PER ACRE (OVER 1 ACRE)	43 UNITS	73 UNITS
BUILDING FOOTPRINT		FRONT LOT: COMMERCIAL - 3,395.0 S.F. REAR LOT: TEMPORARY LODGING - 8,325.7 S.F.	FRONT LOT: 8,000 S.F. REAR LOT: 8,000 S.F.
FLOOR AREA RATIO (FAR)	1.5 (110% MAX)	FRONT LOT: 1.5 REAR LOT: 1.5 TOTAL: 1.5	FRONT LOT: 1.5 REAR LOT: 1.5 TOTAL: 1.5
BUILDING HEIGHT/FLOORS	40'-0" MAX OR 3 STORIES	FRONT LOT: 7 STORY REAR LOT: 3 STORIES ABOVE PARKING	FRONT LOT: 7 STORY REAR LOT: 3 STORIES ABOVE PARKING
VEHICULAR & PEDESTRIAN USE AREA		FRONT LOT: 17,342.3 S.F. REAR LOT: 10,688.5 S.F. TOTAL: 28,030.8 S.F.	FRONT LOT: 17,342.3 S.F. REAR LOT: 10,688.5 S.F. TOTAL: 28,030.8 S.F.
IMPERVIOUS SURFACE RATIO (ISR)	.85 (85% MAX)	FRONT LOT: 12,702.8 S.F. REAR LOT: 16,315.3 S.F. TOTAL: 29,018.1 S.F.	FRONT LOT: 12,702.8 S.F. REAR LOT: 16,315.3 S.F. TOTAL: 29,018.1 S.F.
LANDSCAPE & GREEN SPACE	.15 (15% MIN)	FRONT LOT: 4,182.5 S.F. REAR LOT: 7,805.0 S.F. TOTAL: 11,987.5 S.F.	FRONT LOT: 4,182.5 S.F. REAR LOT: 7,805.0 S.F. TOTAL: 11,987.5 S.F.
LANDSCAPE BUFFERS	PER CHAPTER 106, ARTICLE 2	PER CHAPTER 106, ARTICLE 2	PER CHAPTER 106, ARTICLE 2
PARKING SPACES	TEMPORARY LODGING - 1 PARKING SPACE PER UNIT BICYCLE CREDIT = 1 PER 1, UP TO 3 UP TO 80% COUNCIL ALLOWED OVER 10 SPACES 1 HOV PARKING SPACE PER 25 REQUIRED	TEMPORARY LODGING - 1 PARKING SPACE PER UNIT BICYCLE CREDIT = 1 PER 1, UP TO 3 UP TO 80% COUNCIL ALLOWED OVER 10 SPACES 1 HOV PARKING SPACE PER 25 REQUIRED	TEMPORARY LODGING - 1 PARKING SPACE PER UNIT BICYCLE CREDIT = 1 PER 1, UP TO 3 UP TO 80% COUNCIL ALLOWED OVER 10 SPACES 1 HOV PARKING SPACE PER 25 REQUIRED

- NOTES:
- FRONT LOT REFERS TO PARCEL IDENTIFICATION NUMBER: 15-31-15-02741-000-0020 AND THE ADJACENT NORTH LOTS 11 & 12. REAR LOT REFERS TO PARCEL IDENTIFICATION NUMBER: 15-31-15-02741-000-0010.
 - MECHANICAL EQUIPMENT TO BE LOCATED ON THE ROOF & SCREENED BY THE PARAPET OF MAINSPRINT ROOF STRUCTURE.
 - BUILDING SIGNAGE TO BE LOCATED ON THE BUILDING FACADE, UNDER SEPARATE PERMIT.

CIVIL LEGEND:



NEW SITE PLAN
SCALE: 1" = 20'-0"

GRAPHIC SCALE (IN FEET)

20 10 0 10 20

JOHN A. BODZIAK
ARCHITECT, AIA, PA
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
1500 FIRST AVENUE NORTH
ST. PETERSBURG, FLORIDA 33716
TEL: (727) 527-1888 FAX: (727) 527-0088
EMAIL: JAB@BODZIAK.COM

BAREFOOT BEACH HOTEL
13220 GULF BLVD. : 13220 GULF BLVD. #1 : 13220 GULF BLVD. #2
PARCEL IDENTIFICATION NUMBER:
15-31-15-02741-000-0001 : 15-31-15-02741-000-0010 & 15-31-15-02741-000-0020

NEW SITE PLAN

DATE: 8-25-15
PROJECT #: 2014-029
SHEET: SP-1.0
OF 11



**MADEIRA BEACH PLANNING COMMISSION/LOCAL PLANNING
AGENCY**

November 19, 2015 – Agenda Report

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

SUBJECT: CVS Pharmacy –Request for Special Exception

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

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

**BUDGETARY
IMPACT:** None.

**SPECIAL EXCEPTION
STANDARDS AND
REQUIREMENTS:** in accordance with Section 110-124(b) of the Code of Ordinances, Special Exceptions shall comply with the following requirements:

(1) That the use is a permitted special use.

Drive-in or drive-through retail personal service, business, and financial services are Special Exception uses in the C-3 (Retail Commercial) zoning district.

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

The proposed drive-up ATM has been reviewed for adequate vehicle queuing, traffic circulation, parking, drainage, and landscaping. The proposed site plan for this addition meets the requirements of the Land Development Regulations.

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

The subject parcel is located along Gulf Boulevard in an area that contains other automobile oriented commercial uses. The proposed use is not expected to adversely affect other properties in this area.

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

The proposed use is compatible with adjoining development and the proposed character of the district where it is to be located.

(5) That adequate landscaping and screening is provided as required in the land development regulations, or otherwise required.

The minimum landscaping requirements of the Land Development Regulations have been met.

(6) That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.

The proposed ATM requires the removal of two on-site parking spaces. However, the minimum parking standards for the overall development have been met.

(7) That the use conforms with all applicable regulations governing the district where located, except as may otherwise be allowable for planned unit developments.

The use conforms with all applicable regulations of the C-3 (Retail Commercial) zoning district in which it is proposed.

(8) If a variance is also desired, and/or required, a separate application shall be submitted concurrently with the special exception application.

A variance has not been requested.

(9) Special exception use will not grant to the land more privilege than the best use available in a zone where that special exception use would be a principal permitted use.

Drive-up ATMs are not listed as a principal permitted use in any zoning district.

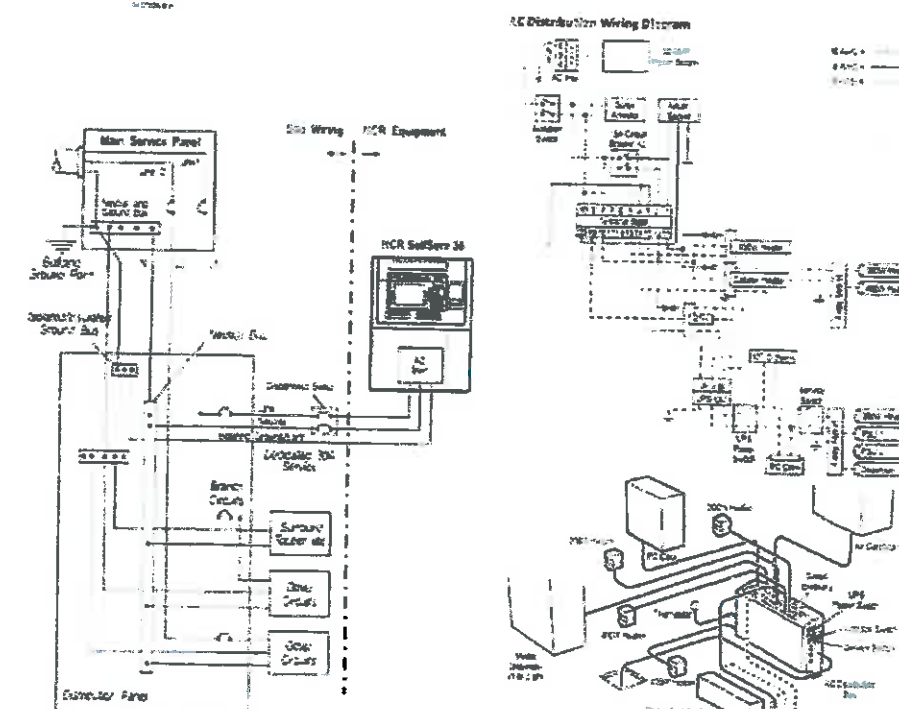
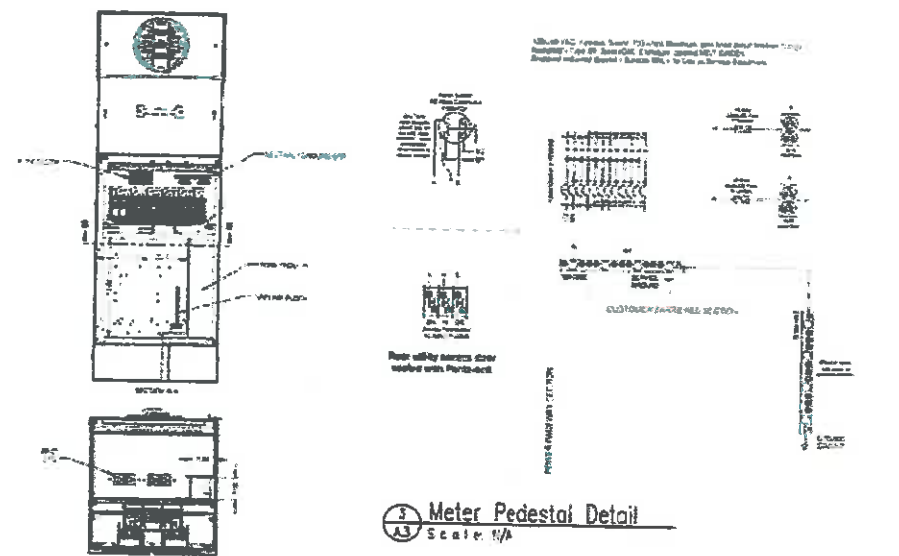
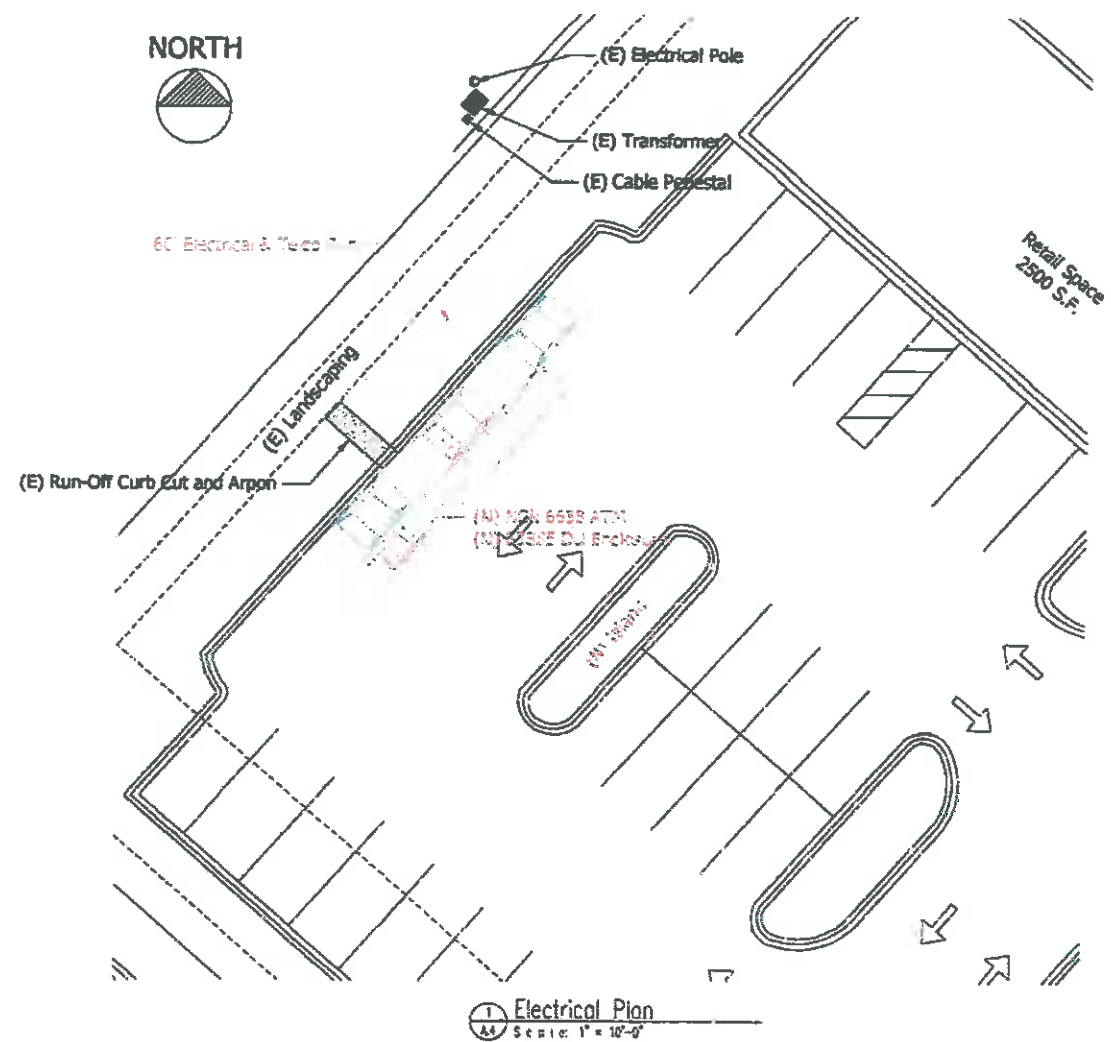
(10) No application for special exception use shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed to the city by the applicant or the owner or possessor of the property under any section of the Code.

There are no outstanding charges, fees, interest, fines, or penalties owed to the city by the applicant, owner, or possessor of the property under consideration.

RECOMMENDATION: The proposed drive-up ATM has been reviewed for compliance with the requirements for Special Exceptions of Section 110-24(b). Staff has determined that the proposal satisfies these requirements and recommends that the Local Planning Agency **recommend approval** of the Special Exception.

ATTACHMENT(S): Proposed Site Plan
Site Photographs

Agenda Item: _____



- LOW VOLTAGE NOTES:**
1. DATA LINES INSTALLED BY ELECTRICAL CONTRACTOR.
 2. ALARM AND VIDEO LINES INSTALLED BY ELECTRICAL CONTRACTOR.
 3. DATA LINES - CAT5e OR BETTER
 4. 2 ALARM LINES - 22ga 6 CONDUCTOR STANDARD PLENUM
 5. 2 VIDEO LINES - COAX 20 AWG SOLID BARE COPPER 16/30 STANDARD STRANDED BARE COPPER

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

7 Electrical Panel Detail
A4 Scale: N/A

Details

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



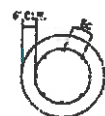
James M. Hamill
OWNER
10000 S.W. 15th Avenue, Suite 100
Fort Lauderdale, FL 33325
Phone: 754/581-1111
Fax: 754/581-1112

Security Vault Works, Incorporated
10000 S.W. 15th Avenue, Suite 100
Fort Lauderdale, FL 33325
Phone: 754/581-1111
Fax: 754/581-1112

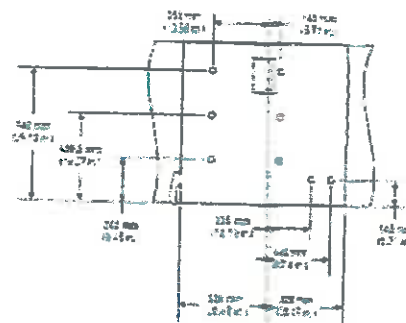
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Sheet File Name: _____



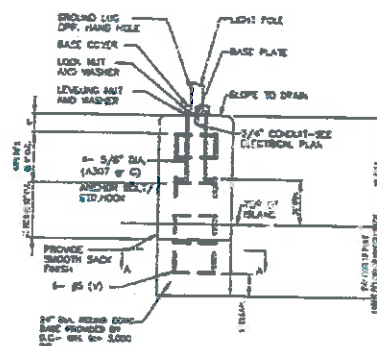
2 Bollard Foundation Detail
A3 Scale 1/2" = 1'-0"



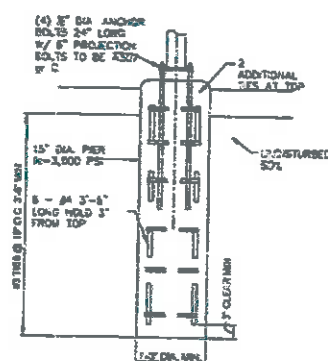
4 Light Pole Base Plate Detail
Scale: 2/4" = 1'-0"

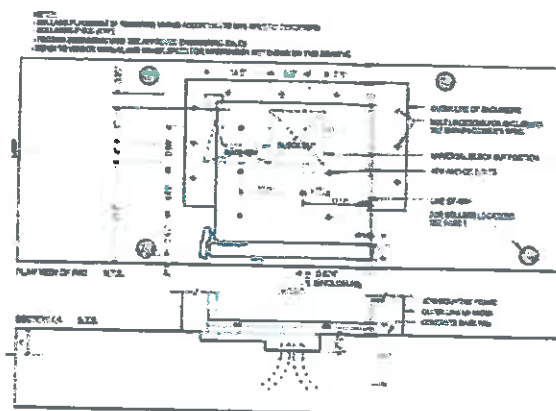


6 NCR 6638 Bolt Term Detail
13 Section Not to Scale

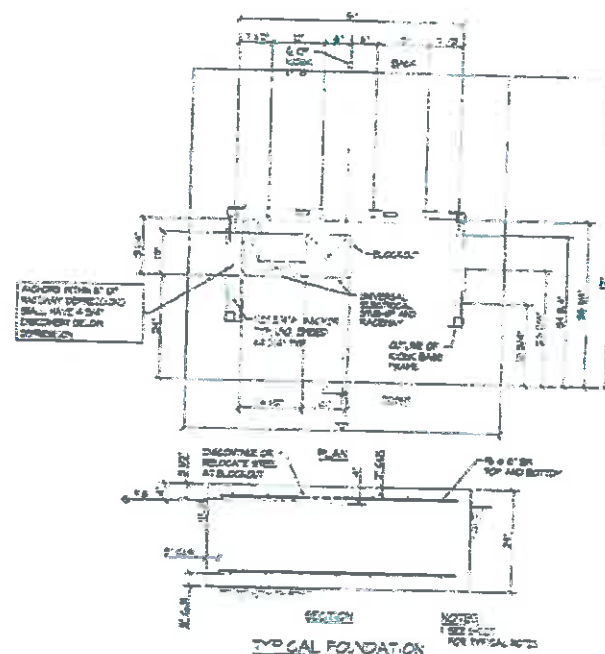


3 Light Pole Foundation Detail
A3 Scale: 1/2" = 1'-0"





7 NCR 6638 Foundation Detail
13 Scale: Not to Scale



83885 Enclosure Foundation Detail
Scale: Not to Scale



① Plan View
A3 Scale: $1/4" = 1'-0"$



9 Light Fixture Detail
A3 S C R E N/A



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

Details

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

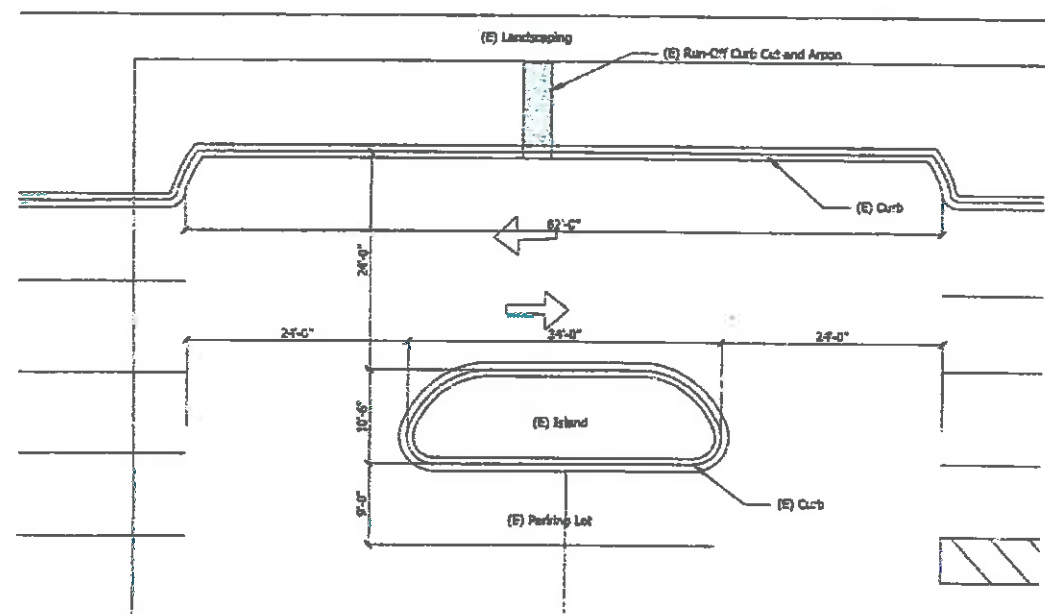


James M. Hamill
 44-2342-
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 12-2496-204

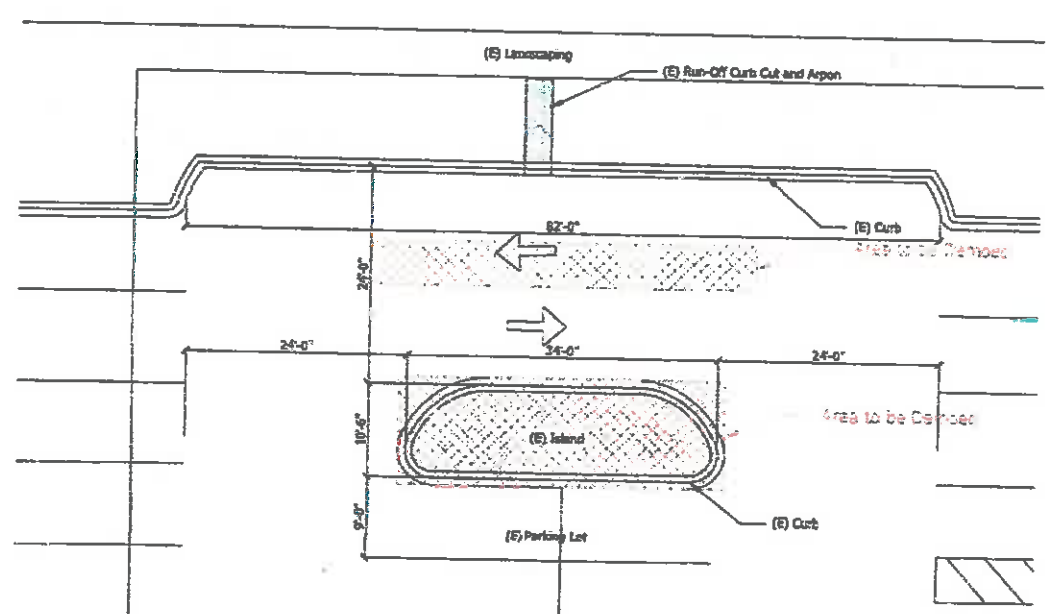
SECURITY VILLAGE HOTEL, INCORPORATED

අපි කුසල ස්ථානවල සිටිමුණි. පැහැදිලිව මන
සාදනවාලො, ඔබ සමාජයේදී ඔබගේ ස්වයං
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ආදායම පවත්වාගන්නට ආරම්භ කර
ප්‍රතිඵලය ලබාදීම සඳහා ඔබට අවශ්‍ය වන සියලුම
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වන සියලුම විස්තරයන් සහිතව සිටිමුණි.
ඔබගේ ස්වයං සේවය සඳහා ඔබට අවශ්‍ය
වන සියලුම විස්තරයන් සහිතව සිටිමුණි.

Date _____ Drawn By _____
 Signature _____
 Drawing Number **A.3**
 Title: **Process Map**
 Cad-Cell Name _____

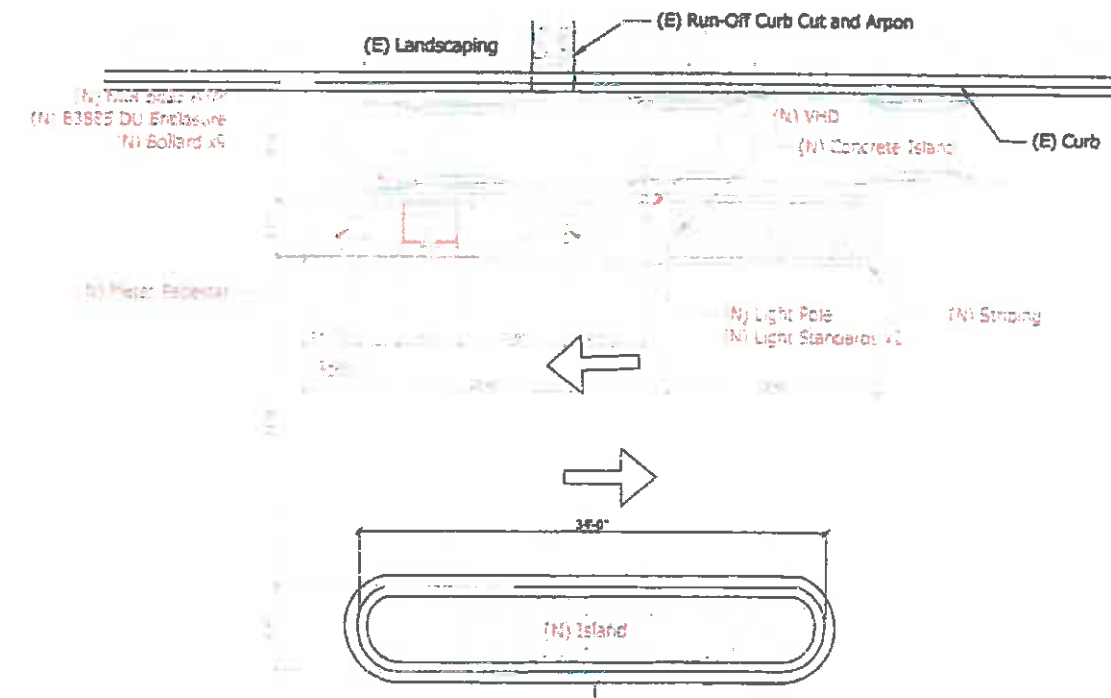


1 Existing Layout Plan
A.2 Scale: 1/8" = 1'-0"

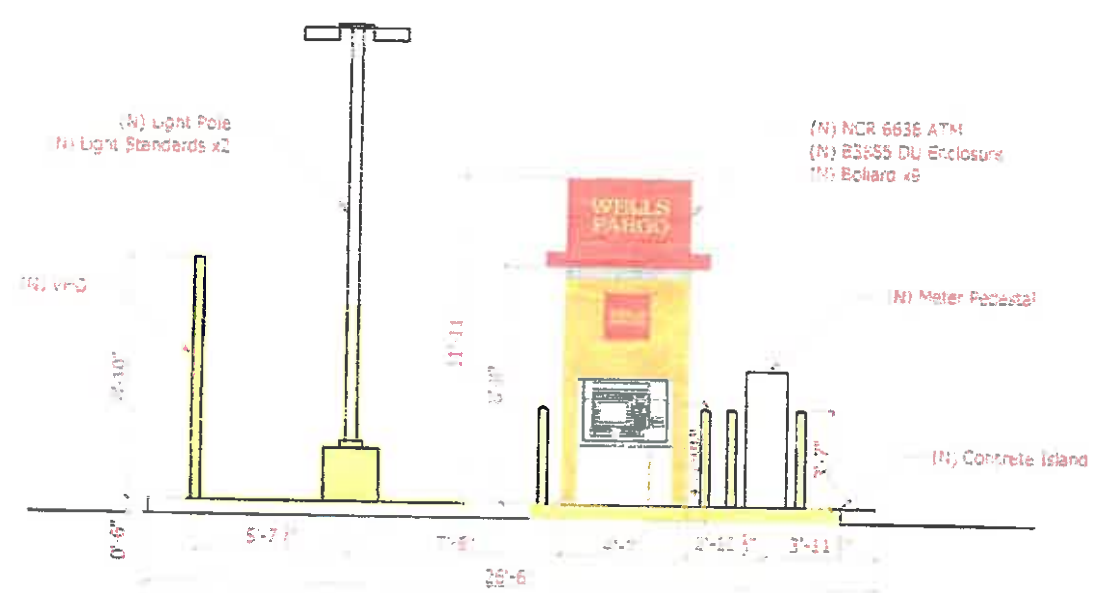


2 Demolition Plan
A.2 Scale: 1/8" = 1'-0"

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



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



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

Plans and Elevations

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



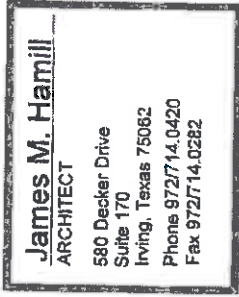
James M. Hamill
Professional Engineer
Florida License No. 12452

Security Vault Works, Incorporated
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Date: _____ Drawn By: _____
Checked By: _____
Drawing Number: **A.2**
2000 Project Number: _____
CAD File Name: _____



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



Local Address:
Gulf and Madeira Way
Madeira, FL 33708

Developer/Applicant/Designer:
Ana Rodriguez
Security Vault Works
3033 NW 25th Ave.
Pompano Beach, FL 33069
954-981-2466 Ext. 1804

Schedule of Drawings

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

Site Location Map
Scale NOT TO SCALE



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

Building Construction Type:
2B Unprotected non-combustible

