

**AGENDA
TOWN OF BELLEAIR
TUESDAY, APRIL 1, 2014
5:30 P.M.**

Welcome. We are glad to have you join us. If you wish to speak, please wait to be recognized, then step to the podium and state your name and address. We also ask that you please turn-off all cell phones.

PLEDGE OF ALLEGIANCE

COMMISSION ROLL CALL

SPECIAL MEETING

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

1. Continued Second and Final Reading - Ordinance No. 495 -Amending the Land Development Code pertaining to Hotel (H) District minimum size

Documents: [ORD. 495 SUMMARY - SECOND READING.PDF](#), [495 HOTEL \(H\) AMENDMENT \(3\).PDF](#), [H DISTRICT - LOCAL AREA RESORT ACREAGE AND DENSITY SUMMARY.PDF](#)

WORK SESSION

CITIZEN'S COMMENTS

(Discussion of items not on the agenda. Each speaker will be allowed 3 minutes to speak.)

TOWN MANAGER'S REPORT

TOWN ATTORNEY'S REPORT

MAYOR AND COMMISSIONERS' REPORT/BOARD AND COMMITTEE REPORTS

POLICE CHIEF'S REPORT

DISCUSSION ITEMS

1. PSTA Greenlight Presentation - Terri Rick
2. Discussion of Interlocal Agreement - PPC/MPO

Documents: [PPC INTERLOCAL.PDF](#), [PPC MPO AGREEMENT.PDF](#)

3. Discussion of appointment of representative to PPC/MPO Board

Documents: [PPC APPOINTMENT.PDF](#), [PPC MPO APPOINTMENT.PDF](#)

4. Discussion of the honoring of John Osborne

Documents: [OSBORNE.PDF](#)

OTHER BUSINESS

ADJOURNMENT

PROPOSED AGENDA

**TOWN OF BELLEAIR
APRIL 15, 2014
6:30 PM**

SCHEDULED PUBLIC HEARINGS

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

1. Second and Final Reading - Ordinance No. 491 - Amending the Land Development Code

CITIZEN'S COMMENTS

(Discussion of items not on the agenda. Each speaker will be allowed 3 minutes to speak.)

CONSENT AGENDA

1. Approval of Minutes - Special Meeting - March 4, 2014
Work Session - March 4, 2014
LPA - Special Meeting - March 25, 2014
Regular meeting - March 25, 2014

GENERAL AGENDA

1. Discussion of Mixed use Zoning District
2. Palmetto Rd. FDR Discussion
Approval of contract for Asphalt Engineering for FDR work on Palmetto Rd.
3. Request for consideration of reduction of code violation lien fine - 346 Shirley Avenue - Dr. Louis Powell
4. Discussion of proposed amendments to Chapter 26-Environment - Article 5 - Weeds, Overgrown Vegetation, Debris
5. Approval of Interlocal Agreement - PPC/MPO
6. Appointment of member to PPC/MPO Board

OTHER BUSINESS

ADJOURNMENT

ANY PERSON WITH A DISABILITY REQUIRING REASONABLE ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING, SHOULD CALL (727) 588-3769.

Summary

To: Town Commission

From: Micah Maxwell, Town Manager

Subject: Ordinance 495 – Amending the Land Development Code – H District minimum size

Date: 3/20/2014

Summary: Review of Proposed Ordinance 495, amending the towns land development code as it relates to the minimum size of the H district.

Previous Commission Action: At first reading the commission voted to change the H district minimum to 17.5 acres

Background/Problem Discussion: The Belleair Country Club has requested a change to section 74-84 of the land development code. The change would reduce the minimum size of the H district from 20 acres to 15 acres. Based on research of five other resort type hotels within Pinellas County, the average size of resort hotels is 11.94 acres. The Belleair Country Club has identified that they intend to purchase 2.32 acres of hotel property and merge that property into its current RPD zoning. There is no current development proposal on the site, and to complete such a transaction, the owner would have to apply for a major site plan and the town would have to hold a quasi-judicial hearing to decide whether to allow for the property separation.

Alternatives/Options:

1. Approve the request to reduce the size of the H district
2. Deny the request to reduce the size of the H district

Financial Implications: None

Recommendation: Staff recommends approval

Proposed Motion: I move approval of ordinance 495 on second reading.

ORDINANCE NO. 495

AN ORDINANCE OF THE TOWN OF BELLEAIR, FLORIDA, AMENDING THE TOWN OF BELLEAIR CODE OF ORDINANCES, PART 11, SUBPART B LAND DEVELOPMENT CODE, PURSUANT TO THE REQUIREMENTS THEREFOR, SECTION 74-84; PROVIDING FOR AN AMENDED MINIMUM LOT AREA REQUIREMENT FOR THE HOTEL (H) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Belleair adopted the Code of Ordinances as set forth in Ordinance No. 349, on April 19, 1994, including Subpart B, Land Development Code; and

WHEREAS, the Town Commission of the Town of Belleair has from time to time approved amendments to the Land Development Code; and

WHEREAS, the Town Commission has reviewed and determined it necessary and prudent to update and revise the Land Development Code; and

WHEREAS, the Town Commission has received and considered the input and recommendation of the Planning and Zoning Board; and

WHEREAS, the Town Commission desires to amend the Land Development Code to revise the minimum lot area required for the Hotel (H) Zoning district; and

WHEREAS, the Town Commission has determined that the minimum lot area proposed for the Hotel (H) Zoning district is sufficient to accommodate a resort hotel based on the current permitted density/intensity standards for such hotel use.

NOW, THEREFORE, BE IT ORDAINED BY THE Town Commission of the Town of Belleair, as follows:

- Section 1. The Land Development Code, Sec. 74 – 84. Schedule of dimensional regulations is amended to revise the minimum lot area required for the Hotel (H) district by deleting the current required minimum lot area of twenty (20) acres and adding in its place the new required minimum lot area of seventeen and one-half (17.5) acres.
- Section 2. The Land Development Code, Sec. 74-84. Schedule of dimensional regulations, is amended to revise the minimum required lot area for the Hotel (H) district in the table set forth below:

Sec. 74-84. Schedule of dimensional regulations.

The schedule of dimensional regulations for the various zoning districts is as follows:

District	<u>Lot Minimums</u>			Density Maximum Dwelling Units peracre	<u>Minimum Yard Setbacks</u> ^(6 & 7)			Minimum Offstreet Parking per Dwelling Unit ¹	Offstreet Dwelling	Maximum Height ³ (feet)	Flood Zone	Minimum Living Area per Unit ² (square feet)	Floor Area Ratio (FAR) ⁶
	Area (Square Feet)	Width (feet)	Depth (feet)		Front (feet)	Side (feet)	Rear (feet)						
RE	18,000	100	100	2	25	7.5 ⁴	25 feet or 20% of lot depth, whichever is less	2		32	34	2,000	---
R-1	10000	80	100	4	25	7.5 ⁴	25 feet or 20% of lot depth, whichever is less	2		32	34	1,200	---
R-2	7500	75	90	4	25	7.5 ⁴	25 feet or 20% of lot depth, whichever is less	2		32	34	1,000	---
RM-15	10,000	100	100	15	25	7.5 ⁴	15	1.5		32	34	1,000	---
RPD	5 acres	---	---	5	(See section 74-83)			1		32	---	1,200	---
H	20 17.5 acres	---	---	28	(See section 74-83)			1		32	34	300	0.4
C-1	12,000	100	100	None	25	12	10	1		32	34	N/A	0.35
C-2	10,000	80	100	None	25	12	10	1		32	34	N/A	0.35
C-3	10,000	80	100	None	25	12	10	1		32	34	N/A	0.30

The schedule of dimensional regulations for the various zoning districts is as follows:

District	<u>Lot Minimums</u>			<u>Minimum Yard Setbacks</u> ^(6 & 7)				Minimum Offstreet Parking per Dwelling Unit ¹	Maximum Height ³	Flood Zone	Minimum Living Area per Unit ² (square feet)	Floor Area Ratio (FAR) ⁶
	Area (Square Feet)	Width (feet)	Depth (feet)	Density Maximum Dwelling Units per acre	Front (feet)	Side (feet)	Rear (feet)					
C-4	10,000	80	100	None	25	12	10	1	32	34	N/A	0.5
GC	---	None	None	None	25	25	25		32	34	N/A	Town Commission Approval
C-5	10,000	None	None	None	10	5	10	1	32	34	N/A	0.5
SPM	10,000	80	100	25	25	25	25	1	32		N/A	0.30

P Town commission shall establish dimensional regulations for the public district consistent with the public land use of lands within this district. The dimensional regulations shall be based upon need for harmonizing public use of the land with necessity for protecting the public's safety, health and welfare by the use of such lands. However, in no case shall the floor area ratio exceed 0.65 for institutional uses or 0.70 for transportation/utility

¹ See article III, division 3, of this chapter, pertaining to off-street parking regulations.

² Exclusive of garages, breezeways, porches and patios.

³ The height regulations contained in this section shall mean 32 or 34 feet from grade to the highest finished roof surface in the case of a flat roof, or to a point at the midpoint of the highest sloped roof, except for chimneys, parapets, bell towers and elevator penthouses. In no case shall a structure exceed 45 feet in height except in a RPD zoned district. Building height limitations for flood zone area construction are as follows: Any property which is located within an area of special flood hazard as designated on flood hazard boundary map or a flood insurance rate map, shall measure the maximum height standard from the Base Flood Elevation (BFE) of the flood zone the structure is located within. This shall not apply to any property located in the RPD district existing at the time of adoption of this land development code.

⁴ See Section 74-113

⁵ For impervious surface ratio, see section 74-112,

⁶ On waterfront lots, all buildings, including guest cottages and servants quarters, shall be set back a minimum of 20 feet from the mean highwater mark or the seawall

⁷ All setbacks are measured from property lines except as noted.

(Ord. No. 300, § III(2.02.02), 11-7-90; Ord. No. 318, § 5, 6-2-92; Ord. No. 328, § B(2.02.04), 8-3-93; Ord. No. 342, § 1, 11-2-93; Ord. No. 363, § 2, 3-19-96; Ord. No. 399, § 1, 11-20-01)

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

Section 4. This ordinance shall be in full force and effect thirty (30) days after its passage, and approval upon second and final reading, in the manner prescribed in section 2.11 of the Town Charter of the Town of Belleair, FL.

PASSED ON FIRST READING: February 18, 2014

PASSED ON SECOND AND FINAL READING:

Mayor

ATTEST:

Town Clerk

LOCAL AREA RESORT ACREAGE AND DENSITY SUMMARY

HOTEL	ACREAGE	ROOMS	DENSITY
Don CeSar	6.85	277	40
Sandpearl Resort	3.38	253	75
Vinoy Renaissance	13.08	361	28
Safety Harbor Resort & Spa	16.6	175	10.5
Tradewinds Resort	19.79	797	40

Average Acreage	11.94
Average No. of Rooms	372.6
Average Density	38.7

**LOCAL AREA RESORT ACREAGE AND DENSITY SUMMARY
WITH ADJUSTED NUMBERS FOR
SAFETY HARBOR SPA AND TRADEWINDS (SUBPARCELS)**

HOTEL	ACREAGE	ROOMS	DENSITY
Don CeSar	6.85	277	40
Sandpearl Resort	3.38	253	75
Vinoy Renaissance	13.08	361	28
Safety Harbor Resort & Spa	11.6 *	175	15
Tradewinds Resort - (a)	15.42 **	586	38
Tradewinds Resort - (b)	4.37	211	48

Average Acreage	9.12
Average No. of Rooms	310.5
Average Density	40.7

* Reduced acreage based on sale of portion of the property to the City of Safety Harbor

** Separates out distinct portions of Tradewinds property

SUMMARY:

Range of Avg. Acreage	9 - 12 acres
Range of Avg. No. of Rooms	310 - 375 rooms
Range of Avg. Density	38 - 40 units/acre

Minimum Acreage Based on Belleair Density @ 28 upa = 11.1 to 13.4 acres

Example: At 12 Acres X 28 upa = 336 Rooms

Summary

To: Mayor and Commissioners]
From: Micah Maxwell, Town Manager
Subject: PPC-MPO Interlocal Agreement
Memo Date: 3/26/2014

Summary: It has been requested that the town sign the interlocal agreement creating the Metropolitan Planning Organization.

Previous Commission Action: None,

Background/Problem Discussion: Governor Scott recently approved the reapportionment plan for the MPO which will allow for the unification of the PPC and the MPO. The general purpose of the interlocal is to re-establish the MPO and recognize the boundary and reapportionment approved by the Governor. The interlocal shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance.
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Alternatives/Options:

- 1. Approve the interlocal agreement
- 2. Do nothing

Financial Implications: None

Recommendation: Sraff recommends approval

Proposed Motion: Discussion only.



**PINELLAS COUNTY
METROPOLITAN PLANNING ORGANIZATION**

310 Court Street
2nd Floor

Clearwater, Florida 33756

(727) 464-8200 Phone
(727) 464-8201 Fax

**RECEIVED
BELLEAIR TOWN HALL**

March 19, 2014

MAR 21 2014

Mayor Gary Katica
Town of Belleair
901 Ponce DeLeon Boulevard
Belleair, FL 33756-1096

TIME REC. _____

RE: Interlocal Agreement for Creation of the Metropolitan Planning Organization (MPO)

Dear Mayor Katica:

Enclosed, please find for your review and signature a copy of the Interlocal Agreement (Agreement) for the Creation of the Metropolitan Planning Organization. Subsequent to the unification of the MPO and PPC (Pinellas Planning Council) boards, the Agreement has been revised to reflect the MPO's recently approved Reapportionment Plan and expanded membership from 11 to 13 members. It is our understanding that your Town Commission will appoint a representative for the six Inland Communities on April 1.

Since revisions to the Agreement have just recently been finalized with the Florida Department of Transportation, it is not possible for the MPO, Pinellas Suncoast Transit Authority (PSTA), and all of Pinellas' local governments to execute the document within 60 days of the Governor's February 13 approval of the Reapportionment Plan. Moreover, several local governments only meet once a month. Thus, it is our hope that all parties will execute the Agreement through their normal process as expeditiously as possible and, perhaps, for you on April 1.

If requested, MPO staff is available to attend your Commission meeting, and we are available to answer any questions you may have. Do not hesitate to contact me or Mr. Rick MacAulay at (727) 464-8200 if more information or clarification is needed. Please return both signature pages to the MPO, 310 Court Street, Clearwater, 33756.

Sincerely,

Sarah E. Ward, Interim Executive Director
Pinellas County
Metropolitan Planning Organization

SEW/RM:ck

cc: Donna Carlen, Town Clerk
Karen Seel, Chair, Metropolitan Planning Organization
Jim Kennedy, Chair, Pinellas Planning Council
Michael C. Crawford, Interim Executive Director, Pinellas Planning Council

H:\users\cendocs\MPO\Interlocal Agreement Letters.ck.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this _____ day of _____ 2014, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF PINELLAS; the CITIES OF BELLEAIR BEACH, BELLEAIR BLUFFS, CLEARWATER, DUNEDIN, GULFPORT, INDIAN ROCKS BEACH, LARGO, MADEIRA BEACH, OLDSMAR, PINELLAS PARK, SAFETY HARBOR, ST. PETE BEACH, ST. PETERSBURG, SEMINOLE, SOUTH PASADENA, TARPON SPRINGS, TREASURE ISLAND; the TOWNS OF BELLEAIR, BELLEAIR SHORE, INDIAN SHORES, KENNETH CITY, NORTH REDINGTON BEACH, REDINGTON BEACH, REDINGTON SHORES; and the PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA), collectively known as “the parties.”

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Pinellas County MPO for the Pinellas County urbanized area, herein after referred to as “the Metropolitan Planning Organization” or “the MPO”. Further, the parties approved by unanimous vote a reapportionment and boundary plan for presentation to the Governor on the 10th day of July 2013;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter to the MPO Chair dated the 13th day of February 2014, approved the reapportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to re-establish the MPO and recognize the boundary and reapportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;

- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Re-establishment of MPO. The MPO for the metropolitan planning area as described in the membership reapportionment plan approved by the Governor is hereby created and re-established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Pinellas County MPO.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board re-established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of 13 voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows: three (3) voting members representing the Pinellas County Board of County Commissioners; two (2) voting members representing the City of St. Petersburg; one (1) voting member for each of the following cities: Pinellas Park, Dunedin, Clearwater, Largo; one (1) rotating voting member representing the cities of Oldsmar, Safety Harbor and Tarpon Springs; one (1) rotating voting member representing the following Inland Communities: Belleair, Belleair Bluffs, Gulfport, Seminole, South Pasadena, Kenneth City; one (1) rotating voting member representing the following communities which comprise the Barrier Islands Government Council (BIG-C): Belleair Beach, Indian Rocks Beach, Madeira Beach, St. Pete Beach, Treasure Island, Belleair Shore, Indian Shores, North Redington Beach, Redington Beach, Redington Shores; one (1) voting member representing the Pinellas Suncoast Transit Authority (PSTA); and one (1) non-voting advisor representing the Department.
- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of an M.P.O. shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. Except as provided for below, the term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. **Funding.** The Department shall allocate to the MPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. **Inventory report.** The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. **Record-keeping and document retention.** The Department and the MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04. **Compliance with laws.** All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received

The term of the rotating voting member representing the aforementioned BIG-C communities shall be two years, however, the appointed elected official may be reappointed for up to four successive two-year terms, for a maximum term of eight years. The BIG-C, by majority vote, shall recommend appointments from nominations of elected officials provided by individual member municipalities. The municipal government board on which the recommended elected official serves shall confirm the appointment and transmit the name of the appointee to the MPO. If the appointed elected official is unable to complete their two-year term for any reason, the same procedure used for the original appointment by the BIG-C and the appointing municipality shall be followed.

The term of the rotating voting member representing the aforementioned Inland Communities shall be two years. The order of rotation shall be Gulfport, Belleair, South Pasadena, Belleair Bluffs, Kenneth City and Seminole. If a city/town decides to defer its term of appointment, the process will proceed to the next city/town in the order shown and the deferring city/town will go to the end of the rotational order. Finally, if the appointed elected official is unable to complete their two-year term, that City/Town Commission or Council will appoint another elected official for the balance of the term.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:

by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Pinellas County and the City of St. Petersburg, as the United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories

to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(1)(2), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

See Exhibit A (attached) for the address of record for all signatories to this Interlocal Agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated MPO.

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

Exhibit A

Mayor Gary Katica
Town of Belleair
901 Ponce DeLeon Boulevard
Belleair, FL 33756-1096

Mayor Rob Baldwin
City of Belleair Beach
444 Causeway Boulevard
Belleair Beach, FL 33786-3399

Mayor Chris Arbutine
City of Belleair Bluffs
2747 Sunset Boulevard
Belleair Bluffs, FL 33770-1978

Mayor John Robertson
Town of Belleair Shore
620 Gulf Boulevard
Belleair Shore, FL 33786-3351

Mayor George Cretekos
City of Clearwater
112 South Osceola Avenue
Clearwater, FL 33756-5106

Mayor Dave Eggers
City of Dunedin
542 Main Street
Dunedin, FL 34698

Mayor Samuel Henderson
City of Gulfport
2401 53rd Street South
Gulfport, FL 33737

Mayor R.B. Johnson
City of Indian Rocks Beach
1507 Bay Palm Boulevard
Indian Rocks Beach, FL 33785-2899

Mayor James Lawrence
Town of Indian Shores
19305 Gulf Boulevard
Indian Shores, FL 33785-2257

Mayor Teresa Zemaitis
Town of Kenneth City
6000 54th Avenue North
Kenneth City, FL 33709-3699

Mayor Pat Gerard
City of Largo
201 Highland Avenue NE
Largo, FL 33770-2512

Mayor Travis Palladeno
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1916

Mayor William Queen
Town of North Redington Beach
190 173rd Avenue
North Redington Beach, FL 33708-1397

Mayor Doug Bevis
City Oldsmar
100 State Street West
Oldsmar, FL 34677-3655

Mayor Sandra Bradbury
City of Pinellas Park
5141 78th Avenue North
Pinellas Park, FL 33781-2456

Mayor Nick Simons
Town of Redington Beach
105 164th Avenue
Redington Beach, FL 33708-1519

Mayor Bert Adams
Town of Redington Shores
17425 Gulf Boulevard
Redington Shores, FL 33708-1299

Mayor Andy Steingold
City of Safety Harbor
750 Main Street
Safety Harbor, FL 34695-3597
Mayor Maria Lowe
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1701

Mayor Rick Kriseman
City of St. Petersburg
175 5th Street North
St. Petersburg, FL 33701-3708

Mayor Leslie Waters
City of Seminole
9199 113th Street North
Seminole, FL 33772-5226

Mayor Dan Calabria
City of South Pasadena
7047 Sunset Drive South
South Pasadena, FL 33707-2895

Mayor David Archie
City of Tarpon Springs
324 Pine Street East
Tarpon Springs, FL 34689-5004

Mayor Bob Minning
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706-4702

Mr. Brad Miller, CEO
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, FL 33716

Mr. Paul Steinman, District VII Secretary
Florida Department of Transportation
District VII
11201 N. McKinley Drive, MS #7-100
Tampa, FL 33612

Commissioner Karen Seel, Chairman
Pinellas County
Board of County Commissioners
315 Court Street
Clearwater, FL 33756-5165

Summary

To: Mayor and Commissioners]
From: Micah Maxwell, Town Manager
Subject: PPC-MPO Appointment
Memo Date: 3/26/2014

Summary:

The town must appoint a commissioner to represent the inland communities on the soon to be unified MPO-PPC board. The term is four years.

Previous Commission Action: None,

Background/Problem Discussion:

The town is one of six municipalities who will share a representative on the new unified MPO/PPC entity. Gulfport, Belleair, South Pasadena, Belleair Bluffs, Kenneth City, and Seminole will rotate the representative. With The current representative from Gulfport stepping down, it is Belleair's responsibility to name a replacement. Two commissioners have expressed interest in the seat, Commissioners Tom Shelly and Kevin Piccarreto.

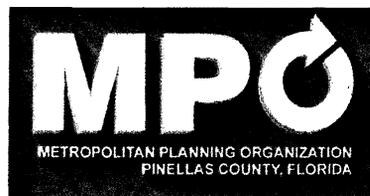
Alternatives/Options:

The commission needs to choose the representative from the list of applicants

Financial Implications: None

Recommendation: None

Proposed Motion: Discussion only.



RECEIVED
BELLEAIR TOWN HALL

MAR 5 - 2014

TIME REC. _____

March 3, 2014

The Honorable Gary H. Katica, Mayor
Town of Belleair
901 Ponce De Leon Boulevard
Belleair, Florida 33756-1096

- Mayor
- Commissioners
- Manager
- Attorney
- Planner
- Dept. Heads

Murphy

Dear Mayor Katica:

The purpose of this correspondence is to follow up with your community regarding unification of the Pinellas Planning Council (PPC) and Metropolitan Planning Organization (MPO). We are happy to announce that we received formal approval of the MPO Reapportionment Plan from the Governor's Office on February 13, 2014, which means that we can proceed with the final steps of forming the new combined PPC/MPO board.

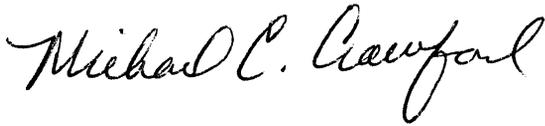
As a reminder, your municipality is one of six communities who will be sharing a representative on the new board. These six "inland" municipalities have established the following order of rotation for the alternating seat: Gulfport, Belleair, South Pasadena, Belleair Bluffs, Kenneth City and Seminole. Mayor Sam Henderson of Gulfport, the current PPC member representing this group of communities, has indicated his intention to step down as representative upon unification; therefore, the responsibility for appointing a new representative will pass to the Town of Belleair. There is no need for the remaining five communities to take any action at this time.

In addition, before the new board is seated, the Florida Department of Transportation (FDOT) will coordinate an amended interlocal agreement that must be executed by the MPO, the Pinellas Suncoast Transit Authority, and all of the County's local governments. When we receive the final document from FDOT, copies of the interlocal agreement will be delivered to your local government for review and signature. Your jurisdiction should approve and execute this interlocal agreement through your normal process.

Our target timeframe for both execution of the interlocal agreement and appointment of representatives for the new combined board is within 60 days of the Governor's approval, by April 14, 2014. However, the interlocal agreement signing process may cause us to delay the final seating of the unified board past that deadline by a small amount of time.

We look forward to working with your community as the new combined PPC/MPO board, and we will remain in touch throughout this transitional process. Both PPC and MPO staff will be available to provide assistance to your local government if needed. Please contact Michael at 727-464-8250 or Sarah at 464-8200 if more information or clarification is needed at this point in time.

Sincerely,



Michael C. Crawford, AICP
Interim Executive Director
Pinellas Planning Council



Sarah E. Ward
Interim Executive Director
Pinellas County Metropolitan Planning
Organization

cc: Mayor Sam Henderson, Pinellas Planning Council Representative
Mayor David O. Archie, Chairman, Pinellas Planning Council
Commissioner Karen Seel, Chair, Metropolitan Planning Organization

Summary

To: Mayor and Commissioners
From: Micah Maxwell, Town Manager
Subject: Discussion of the Honoring of John Osborne
Date: 3/27/14

Summary: The town commission has asked to have a discussion about how to honor John Osborne.

Previous Commission Action: In early March the commission discussed naming the east field after Mr. Osborne.

Background/Problem Discussion: John Osborne bequeathed to the town the entirety of his estate, totaling around 4 million dollars. The town would like to do something to honor Mr. Osborne's generous actions.

Alternatives/Options:

- I. Name the town's golf course clubhouse after Mr. Osborne (This has been discussed with the current lessee and they have no issues with this action)
- II. Name the public works or town hall buildings after Mr. Osborne
- III. Name a park or the east field after Mr. Osborne
- IV. Name a street after Mr. Osborne

Financial Implications: Financial impacts are will vary depending on how the commission chooses to honor Mr. Osborne. Naming any of the buildings is the most costly option, the park or street option is significantly lower in cost, however the street renaming is probably the most involved option.

Recommendation: Name the town hall after John Osborne and codify the change in the code of ordinances to make it more formal.

Proposed Motion: None Required.