



**Memorandum**

**Meeting Details:** Board of Commissioners Meeting July 8, 2026, 6:00 p.m.  
**Prepared For:** Board of Commissioners  
**From:** Community Development Department  
**Subject:** John's Pass Village Hotel Planned Development (PD) - Development Agreement

**Applicant/Property Owner:**

JPV Hotel Property, LLC/ JPV Hotel Property, LLC

**Property Address:**

125 129th Avenue East, Madeira Beach, Florida 33708

**Parcel ID Numbers:**

<b>Parcel ID</b>	<b>Address</b>
15-31-15-58320-001-0020	214 Boardwalk Pl E
15-31-15-58320-001-0040	210 Boardwalk Pl E
15-31-15-58320-001-0050	206 Boardwalk Pl E
15-31-15-58320-001-0060	204 Boardwalk Pl E
15-31-15-58320-001-0070	Boardwalk Pl E
15-31-15-58320-001-0080	Boardwalk Pl E
15-31-15-58320-001-0090	146 Boardwalk Pl E
15-31-15-58320-001-0140	129th Ave E
15-31-15-58320-001-0160	129th Ave E
15-31-15-58320-001-0170	129th Ave E
15-31-15-58320-001-0190	129th Ave E
15-31-15-58320-001-0200	129th Ave E

**Legal Description:**

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**Existing Zoning District:**

C-1, John's Pass Village Activity Center

**Future Land Use Category:**

Activity Center

**Proposed Zoning District:**

Planned Development (PD)

**Nature of Request:**

This item is reviewed in relation to a request for Vacation of Right-off Way for a portion of Fisherman's Alley and the Planned Development (PD) rezoning which precedes this request.

**The applicant is requesting to rezone 1.457 acres from John's Pass Village Activity Center (C-1) to Planned Development (PD) to allow for the construction of the following:**

- Hotel: 87 units (24 studios, 32 one-bedroom, 28 two-bedroom, 3 three-bedroom)
- Retail: 7,550 square feet
- 1st Floor Restaurant: 3,350 square feet
- 1st Floor Cafe: 1,000 square feet
- 6th Floor Restaurant: 3,900 square feet
- Event Space: 2,800 square feet

The applicant is requesting Planned Development (PD) flexibility for the following:

- Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE.
- Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE.
- Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial.
- Front setback: 0 feet instead of 10 feet for multi-story buildings.
- Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building.
- Balconies, awnings & roof overhang located over ROW: 6-foot encroachment beyond property line on north and south sides of building.
- Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').

**Background:**

City Staff received a request to rezone the properties from C-1, John's Pass Village Activity Center to Planned Development (PD). The proposed associated vacation of right-of-way request and the associated Planned Development (PD) rezoning would allow for the construction of a mixed-use hotel project. The proposed mixed-use hotel will have 87 hotel rooms and 11,900 square feet of ground floor commercial, which will be leasable retail and restaurant space. A Development Agreement is required when rezoning to a Planned Development (PD).

The applicant has provided an application for unity of title and will be consolidating the parcels prior to permit submittal.

In addition to the documents describing the project in Exhibit B, the Development Agreement includes one exhibit related to roadway improvements, three exhibits relating to easements being granted and one exhibit related to balcony, roof, and awnings encroaching over the right-of-way. These agreements are:

- Exhibit C – Off Site Roadway Improvements
- Exhibit D – Park Easement Agreement
- Exhibit E – Balcony, Roof, and Awning Encroachment Easement Agreement
- Exhibit F – Pelican Lane Extension Access Agreement
- Exhibit G – Fisherman’s Alley Garage Access Agreement (in favor of the two properties located at 224 Boardwalk Place and 12801 East End Lane)

**Land Development Regulations:**

**Sec. 86-145. Development agreement content.**

(a) A development agreement shall include the following:

- (1) A legal description of the land subject to the agreement, and the names of its legal and equitable owners;

**Findings: The development agreement includes the legal description and the name of the property owner.**

- (2) The duration of the agreement;

**Findings: The Development Agreement would expire at the time of the approval of the certificate of occupancy or 15 years from the commencement date.**

- (3) The development uses permitted on the land, including population densities, and building intensities and height;

**Findings: The Development Agreement includes the Concept Plan as Exhibit B. The concept plan site data table includes the requested information.**

- (4) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;

**Findings: The developer is proposing to build a private road to extend Pelican Lane through the property. An access easement agreement for the pedestrians, cyclists, and vehicles would be included with the approval of the Development Agreement. In addition, the developer is providing a park access easement, as well as an easement to benefit two specific property owners. There is no phasing proposed for this project, all these public facilities will be available at the time of Building Certificate of Occupancy.**

- (5) A description of any reservation or dedication of land for public purposes;

**Findings: While the land would remain in private ownership, the Development Agreement does include two access easement agreements. The two easements provided for public access are a Park Easement Agreement and a Pelican Lane Extension Access Agreement.**

**There is also an agreement for the owners and customers of two parcels located along East End Lane for access through the garage to the remainder of Fisherman’s Alley, titled Fisherman’s Alley Garage Access Agreement. The intent is to provide access to these two parcels. These Fisherman’s Alley Garage Access easements are in favor of Pinellas County Parcel Identification Numbers 15-31-15-58320-001-0010 and 15-31-15-**

**97848-002-0020, whose respective addresses are 224 Boardwalk Place E, Madeira Beach, Florida 33708 and 12801 East End Lane, Madeira Beach, Florida 33708. The three easements are included as Exhibits in the Development Agreement.**

- (6) A description of all local development permits approved or needed to be approved for the development of the land;

**Findings: The Development Agreement includes this information.**

- (7) A finding that the development permitted or proposed is consistent with the city's comprehensive plan and land development regulations;

**Findings: The applicant's requests are consistent with the City's Comprehensive Plan, the Countywide Plan, and John's Pass Village Activity Center Design Standards and Guidelines.**

- (8) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the city for the public health, safety, or welfare of its citizens;

**Findings: The Development Agreement includes a condition that the city shall not consent to any substantial modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety, and welfare.**

- (9) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction; and

**Findings: The Development Agreement includes the statement located below.**

**“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.”**

**Any change required to meet local, or state requirements can be imposed as stated in the Development Agreement.**

- (10) Such additional information or requirements as the city may determine necessary.

**Findings: The Development Agreement includes the statement located below.**

**“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.”**

- (b) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

**Findings: The development agreement requires the developer to file an application for a building permit within 3 years from the commencement date of the agreement. The**

**Development Agreement is active for up to 15 years from this commencement date so long as there is active construction activity on the property consistent with the agreement.**

**Fiscal Impact or Other:**

There may be expenses incurred by the city when enforcing the Development Agreement. There are invoices which will be sent to the developer to cover certain city expenses for processing the Development Agreement such as advertising. The improvements required by the developer are specifically included in the Development Agreement. Impact fees which will be due are shown in Exhibit H of the Development Agreement.

**Staff Recommendation(s):**

The Development Agreement is reviewed following the regulations in the Land Development Regulations above as well as reviewed for consistency with the Comprehensive Plan, the Countywide Plan, and the regulations for the John's Pass Village Activity Center guidelines.

The Development agreement incorporates:

- Exhibit B outlines the Site Plans, Conceptual Images and Elevations and the Landscape Plans for the project.
- Exhibit C shows the offsite roadway improvements to be completed by the developer.
- Exhibits D, F and G are access easements
  - Exhibits D and F provide access for the general public
  - Exhibit G provides access to the remainder of Fisherman's Alley for two specific owners and guarantees the parking rate noted in the Development Agreement.
- Exhibit E is a Balcony, Roof and Awning Encroachment Easement Agreement allowing these items to be constructed over the right-of-way.
- Exhibit H contains the potential impact fees for the project.

These legal agreements as shown in Exhibits D, E, F, and G are incorporated into the Development Agreement are necessary to protect the public and to provide access to specific areas of the project.

The land development regulations include *Sec. 110-387. - Permitted uses and dimensional regulations* for Planned Developments provides for increased flexibility in setbacks, step backs and height prior to a rezoning to Planned Development if the design of the development includes voluntary provisions for civic or community enhancements such as ground floor retail, expanded setback, enhanced landscaping, sustainable building practices (LEED) and other design enhancements furthering the policies and strategies of the comprehensive plan.

The Developer has agreed to provide:

- Ninety-two parking spaces available to the public at specific limited hourly rates (no more than \$1.00 over the city's current hourly rate);
- A pedestrian arcade has been provided around a portion of the required ground floor retail and restaurant spaces;
- An extension of Pelican Lane as a private street with a public access easement to provide mid-block vehicle and pedestrian access;

- Green space with restrooms with a public access easement;
- Pedestrian improvements including 10' wide sidewalks on the three street frontages;
- New crosswalks on Boardwalk Place and 129th Avenue East;
- Roadway improvement by milling and resurfacing Boardwalk Place;
- Access to two properties located adjacent to East End Lane through the garage.

The applicant is requesting Planned Development (PD) flexibility for the following in the Development Agreement:

- Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE;
- Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE;
- Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial;
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- Balconies, awnings & roof overhang located over ROW: 6-foot encroachment beyond property line on north and south sides of building.
- Visibility Triangle: New building encroaches into 25' property line visibility triangle at the intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').

The above listed items are documented within the Development Agreement.

City staff find that the applicants' requests are consistent with the City's Comprehensive Plan, the Countywide Plan, and the John's Pass Village Activity Center Design Standards and Guidelines. Based on the criteria allowing flexibility in *Sec. 110-387* and the provisions in the City Code for Development Agreements, City Staff recommend approval of John's Pass Village Hotel Development Agreement.

Consistent with the requirements for Development Agreement review under *Chapter 86, Article IV. – Land Development Agreements, Sec. 86-146. - Planning commission and board of commissioners review* the Planning Commission shall make a recommendation on the Development Agreement to the Board of Commissioners.

On June 1, 2026, the Planning Commission acting as the Local Planning Agency voted 7-0 to recommend approval of the Development Agreement with two conditions:

1. During construction the developer shall provide sufficient signage indicating that Waltz Fish Shak located at 224 Boardwalk Place East is open during construction.
2. At the completion of construction signage shall be place showing that Fisherman's Alley west of the project be signed by the developer to indicate the street name of Fisherman's Alley on the developer's property.

The Development Agreement as discussed at the Board of Commissioners meeting on June 10, 2026 was amended to incorporate the two above items into the agreement, as well as changing the time limit

to apply for a permit to 24 months to be consistent with the requirements for Planned Development in *Sec. 110-397*.

At the meeting on June 10, 2026, the Board of Commissioners requested that the Development Agreements Exhibit G *Fisherman's Alley Garage Access Agreement* be revised to add the language limiting the rate for public parking from the Development Agreement to this easement. By adding the language to the *Fisherman's Alley Garage Access Agreement* this language will be tied to the project after the Development Agreement sunsets at the end of construction.

**Suggested Motion:**

I, commissioner \_\_\_\_\_ move to **approve/deny** the Development Agreement for John's Pass Village Hotel Planned Development.

**Attachments:**

John's Pass Village Hotel Planned Development (PD) Development Agreement - Revised  
Public Notices and Newspaper Ad