

ST. PETERSBURG CITY COUNCIL

Meeting of February 4, 2021

TO: The Honorable Ed Montanari, Chair, and Members of City Council

SUBJECT: (City File FLUM-60) Private-initiated application requesting a Future Land Use Map amendment from IL (Industrial Limited) to PR-MU (Planned Redevelopment Mixed Use) with a concurrent amendment to the Official Zoning Map from IS (Industrial Suburban) to CCS-1 (Corridor Commercial Suburban). In addition, an associated Development Agreement is proposed. The purpose of the application is to accommodate a sports tourism facility, public lagoon with beach area, ancillary restaurant and retail uses, and multi-family buildings with workforce housing.

REQUEST: First reading and first public hearing; a detailed analysis of the request is provided in the attached staff report:

- (A) ORDINANCE 742-L amending the Future Land Use Element of the Comprehensive Plan for the City of St. Petersburg, Florida; by changing the future land use map designation for property generally located at the southeast corner of 72nd Street and 22nd Avenue North and adjacent to the Pinellas Trail from IL (industrial limited) to PR-MU (Planned Redevelopment Mixed-Use); providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date.
- (B) ORDINANCE 777-Z amending the Official Zoning Map of the City of St. Petersburg, Florida; by changing the official zoning map designation for property generally located at the southeast corner of 72nd Street and 22nd Avenue North and adjacent to the Pinellas Trail from IS (Industrial Suburban) to CCS-1 (Corridor Commercial Suburban); providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date.
- (C) ORDINANCE 451-H approving a Development Agreement for property generally located at the southeast corner of 72nd Street and 22nd Avenue North and adjacent to the Pinellas Trail; recognizing that the subject agreement is by and between St Pete's LLC, a corporate sole (owner), Jungle Terrace Land Company, a Florida limited liability company (developer), and City of St. Petersburg, Florida, a Florida municipal corporation; authorizing the Mayor or his designee to execute the agreement; and providing an effective date.
- (D) RESOLUTION _____ transmitting the proposed amendments for state, regional and county review.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Community Planning & Preservation Commission (CPPC):

On January 12, 2021, the CPPC conducted a public hearing for this request and voted 6-to-0 thereby making a finding of consistency with the Comprehensive Plan and recommending APPROVAL to the City Council.

Commissioners heard concerns from numerous property owners, mostly located within the Stonestrow Condominiums, express various objections outlined below in the “Public Input” description and included in the attached meeting minutes (draft) and staff report.

Public Input:

As of 12:00 p.m. on Thursday, January 21, City Staff has received 121 comments by telephone and email. These comments were mostly opposed to the request.

According to the CPPC meeting minutes, 10 individuals spoke during the public hearing with four (4) opposed, four (4) in support, and one (1) rendering no preference. In addition to these 10 individuals, the applicant presented their request and the *Crossroads Area Homeowners Association*, represented by Jim Schattman, was a registered opponent.

The subject property is located within the *Azalea Homes Community Association* and within 300-linear feet of the *Jungle Terrace Civic Association* and the *Crossroads Area Homeowners Association*. Official Letters of Support were received from the *Jungle Terrace Civic Association* and the *Azalea Homes Community Association*. The *Crossroads Area Homeowners Association* is opposed.

A complete list of all public comments received is included as “Attachment 4” in the staff report. The attachment includes all public comments received, starting with a summary table, followed by official correspondence from the applicant and neighborhood associations, and all resident emails. City staff does not typically include all emails in their report to City Council; however, due to public health concerns relating to COVID-19 and the personal decision among some to submit written comments rather than personally appear, all emails were included with this report.

Public opposition to this application is generally focused on the following areas of concern:

- Traffic volume and congestion
- Outdoor and indoor noise
- Remediation of contaminated soil
- Drainage and stormwater management

- Public safety and security

Recommended City Council Action:

- 1) CONDUCT the first reading of the attached proposed ordinances.
- 2) APPROVE transmittal for state, regional, and county review.
- 3) SET the second reading and adoption public hearing for May 20, 2021.

Attachments: Ordinances, CPPC Draft Minutes, CPPC Staff Report, including updated Public Comments

ORDINANCE NO. 742-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FOR PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 72ND STREET AND 22ND AVENUE NORTH AND ADJACENT TO THE PINELLAS TRAIL FROM IL (INDUSTRIAL LIMITED) TO PR-MU (PLANNED REDEVELOPMENT MIXED-USE); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; and

WHEREAS, the City of St. Petersburg Comprehensive Plan and Future Land Use Map are required by law to be consistent with the Countywide Comprehensive Plan and Future Land Use Map and the Pinellas Planning Council is authorized to develop rules to implement the Countywide Future Land Use Map; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg land use amendment provided herein as being consistent with the proposed amendment to the Countywide Future Land Use Map which has been initiated by the City; now, therefore

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Pursuant to the provisions of the Community Planning Act, as amended, and pursuant to all applicable provisions of law, the Future Land Use Map of the City of St. Petersburg Comprehensive Plan is amended by placing the hereinafter described property in the land use category as follows:

Property

The following property as described and as shown on "Attachment A":

The North 245.16 feet of Lot 1, and all of Lots 2 through 7, inclusive, Block 1, TYRONE PLANNED INDUSTRIAL DISTRICT, according to the map or plat thereof recorded in Plat Book 34, Pages 56 and 57 of the Public Records of Pinellas County, Florida.

Parcel ID Numbers:

07-31-16-93168-001-0070; 07-31-16-93168-001-0060; 07-31-16-93168-001-0050;
07-31-16-93168-001-0030; 07-31-16-93168-001-0020; 07-31-16-93168-001-0010

Land Use Category

From: IL (Industrial Limited)

To: PR-MU (Planned Redevelopment-Mixed Use)

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon approval of the required Land Use Plan change by the Pinellas County Board of County Commissioners (acting in their capacity as the Countywide Planning Authority) and upon issuance of a final order determining this amendment to be in compliance by the Department of Economic Opportunity (DEO) or until the Administration Commission issues a final order determining this amendment to be in compliance, pursuant to Section 163.3187, F.S. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective as set forth above.

APPROVED AS TO FORM AND SUBSTANCE:

FLUM-60 (Land Use)

/s/ Elizabeth Abernethy

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

DATE

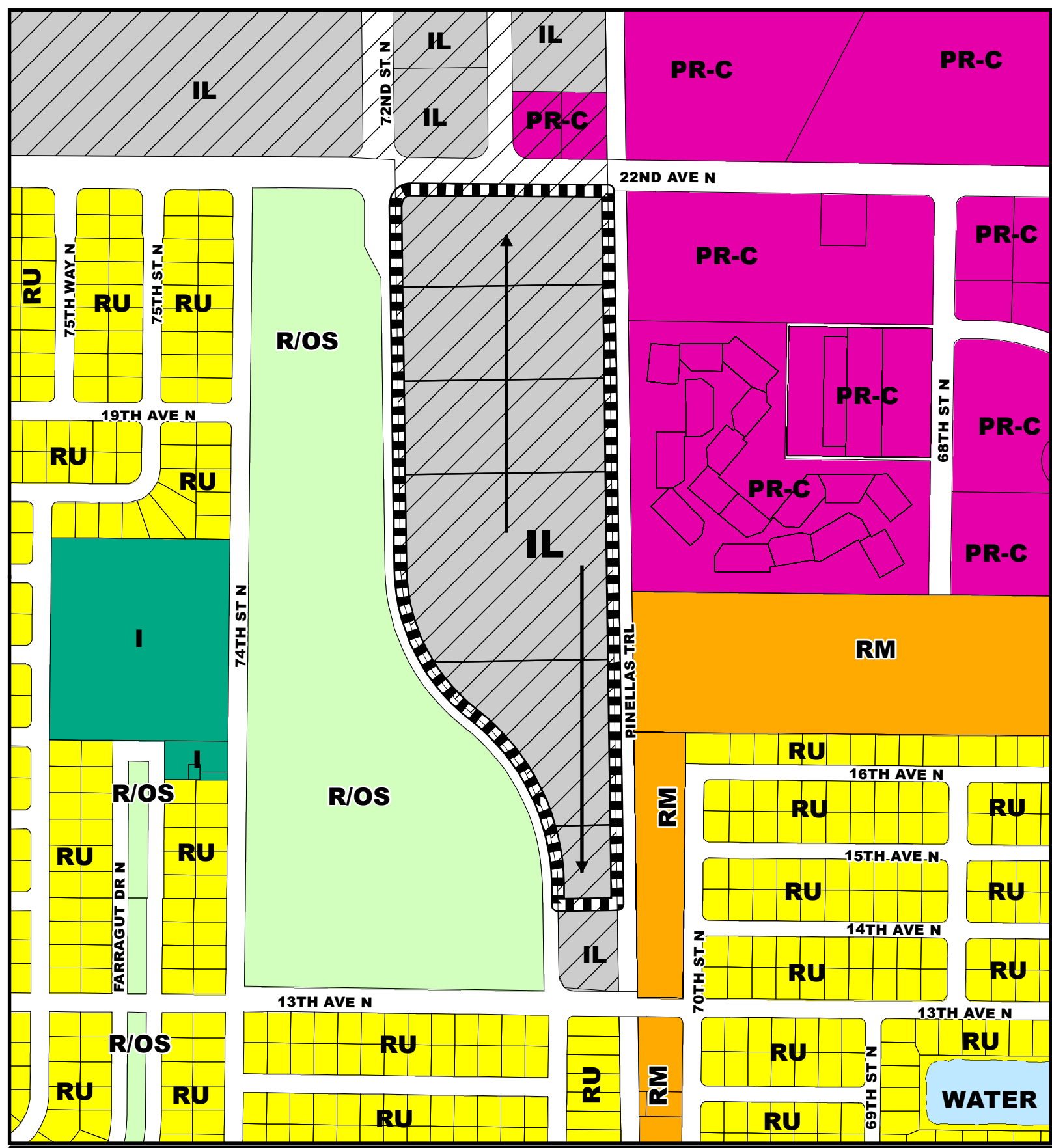


1/22/2021

ASSISTANT CITY ATTORNEY

DATE

ATTACHMENT A




EXISTING FUTURE LAND USE

CITY FILE

FLUM-60

SCALE: 1" = 400'

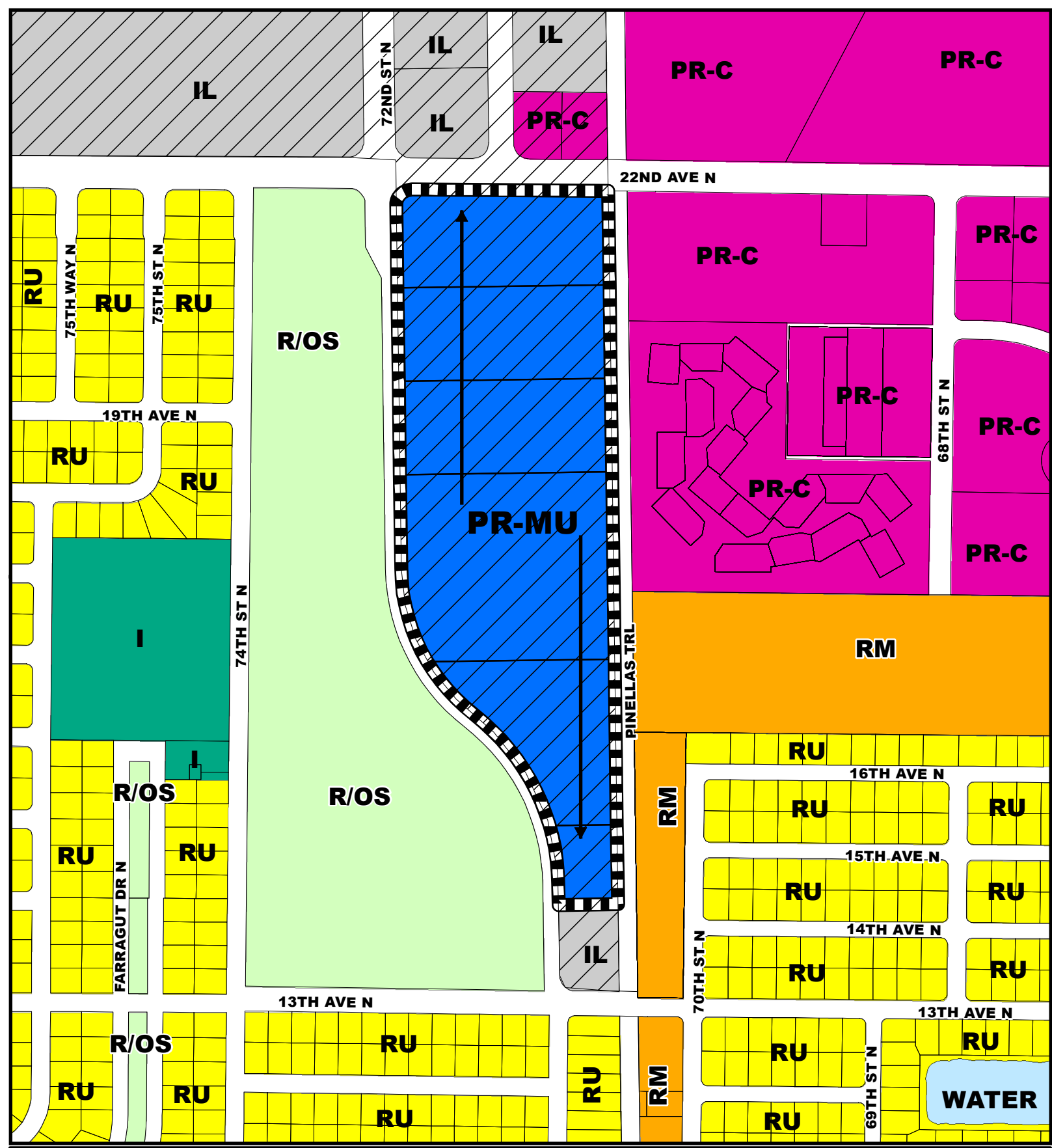
 Tyrone Industrial Target Employment Center

From: **IL**
(Industrial Limited)

To: **PR-MU**
(Planned Redevelopment
-Mixed Use)



 SUBJECT AREA




PROPOSED FUTURE LAND USE

CITY FILE

FLUM-60


SCALE: 1" = 400'

 Tyrone Industrial Target Employment Center

From: **IL**
(Industrial Limited)

To: **PR-MU**
(Planned Redevelopment
-Mixed Use)



 SUBJECT AREA

ORDINANCE NO. 777-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE OFFICIAL ZONING MAP DESIGNATION FOR PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 72ND STREET AND 22ND AVENUE NORTH AND ADJACENT TO THE PINELLAS TRAIL FROM IS (INDUSTRIAL SUBURBAN) TO CCS-1 (CORRIDOR COMMERCIAL SUBURBAN); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

Property

The following property as described and as shown on "Attachment A":

The North 245.16 feet of Lot 1, and all of Lots 2 through 7, inclusive, Block 1, TYRONE PLANNED INDUSTRIAL DISTRICT, according to the map or plat thereof recorded in Plat Book 34, Pages 56 and 57 of the Public Records of Pinellas County, Florida.

Parcel ID Numbers:

07-31-16-93168-001-0070; 07-31-16-93168-001-0060; 07-31-16-93168-001-0050;
07-31-16-93168-001-0030; 07-31-16-93168-001-0020; 07-31-16-93168-001-0010

District

From: IS (Industrial Suburban)
To: CCS-1 (Corridor Commercial Suburban)

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance shall become effective upon the date the ordinance adopting the required amendment to the City of St. Petersburg Comprehensive Plan's Future Land Use Map becomes effective (Ordinance 742-L).

APPROVED AS TO FORM AND SUBSTANCE:

FLUM-60 (Zoning)

/s/ Elizabeth Abernethy

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

DATE

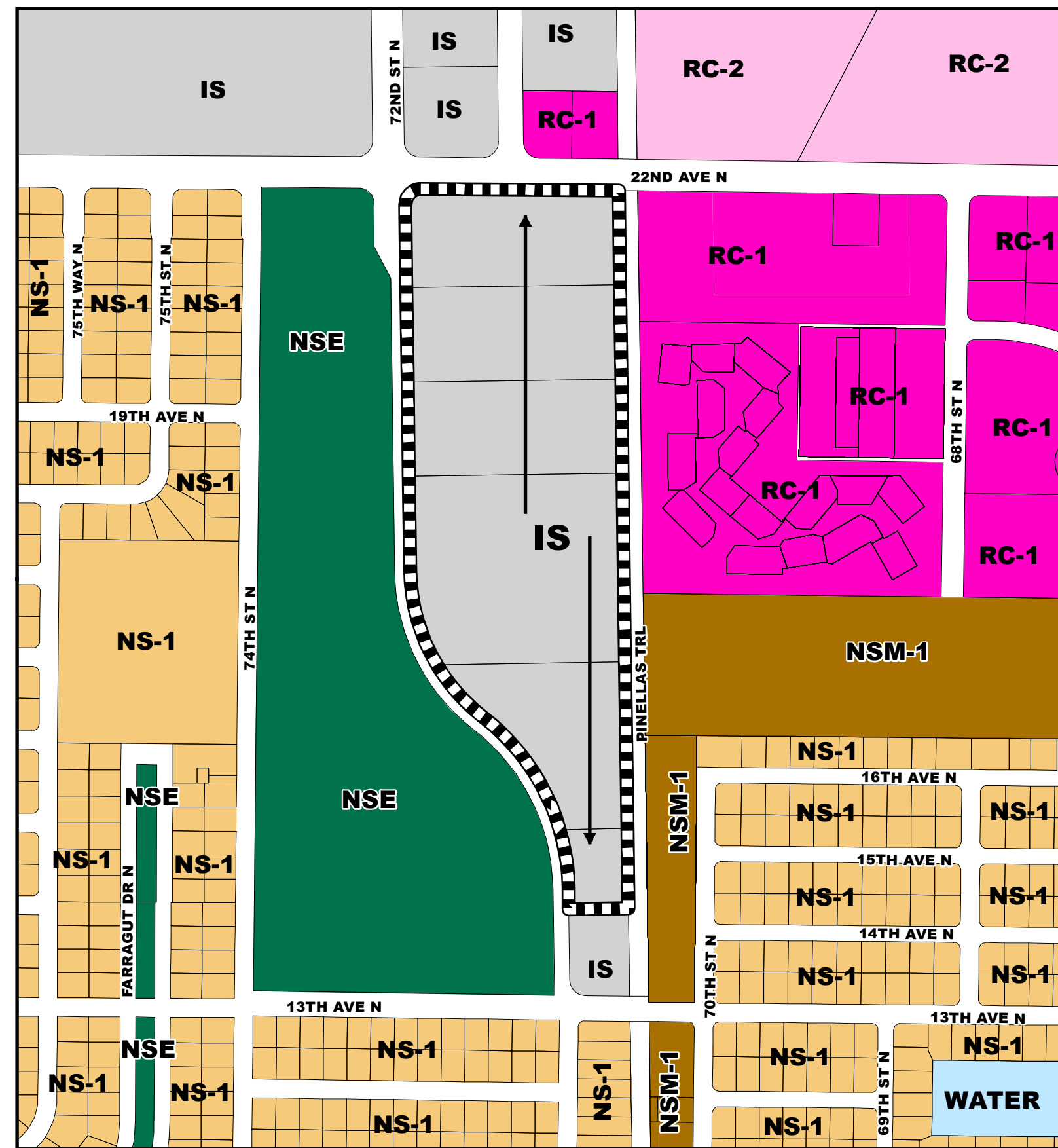


ASSISTANT CITY ATTORNEY

1/22/2021

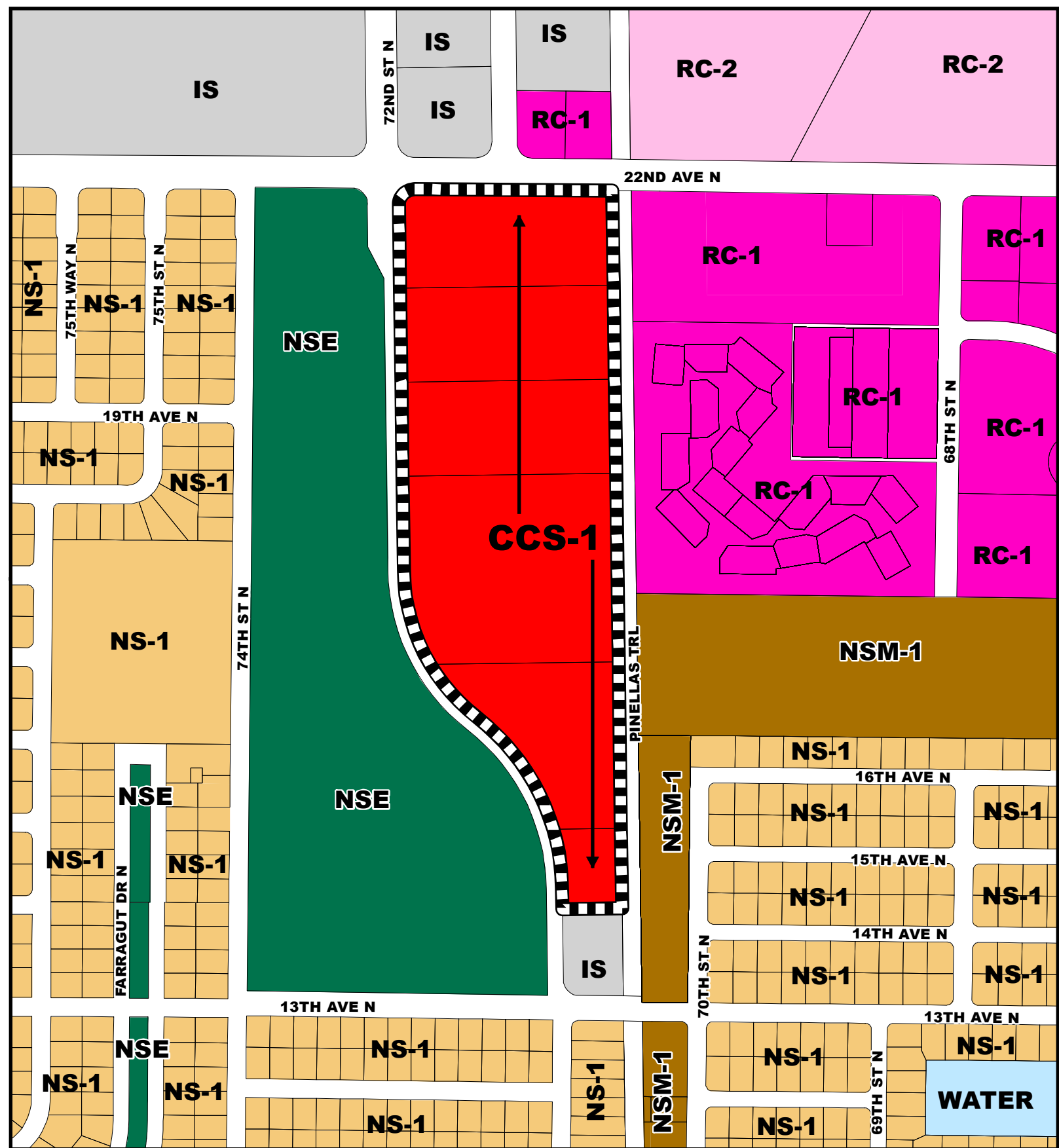
DATE

ATTACHMENT A



EXISTING ZONING

CITY FILE	From: IS (Industrial Suburban)	To: CCS-1 (Corridor Commercial Suburban-1)	
FLUM-60			
SCALE: 1" = 400'			



PROPOSED ZONING

CITY FILE	From: IS (Industrial Suburban)	To: CCS-1 (Corridor Commercial Suburban-1)	
FLUM-60			
SCALE: 1" = 400'			

ORDINANCE NO. 451-H

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 72ND STREET AND 22ND AVENUE NORTH AND ADJACENT TO THE PINELLAS TRAIL; RECOGNIZING THAT THE SUBJECT AGREEMENT IS BY AND BETWEEN ST PETE'S LLC, A CORPORATE SOLE (OWNER), JUNGLE TERRACE LAND COMPANY, A FLORIDA LIMITED LIABILITY COMPANY (DEVELOPER), AND CITY OF ST. PETERSBURG, FLORIDA, A FLORIDA MUNICIPAL CORPORATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. A Development Agreement associated with approximately 29.11 acres of land generally located at the southeast corner of 72nd Street and 22nd Avenue North and adjacent to the Pinellas Trail:

Property

Legal Description:

The North 245.16 feet of Lot 1, and all of Lots 2 through 7, inclusive, Block 1, TYRONE PLANNED INDUSTRIAL DISTRICT, according to the map or plat thereof recorded in Plat Book 34, Pages 56 and 57 of the Public Records of Pinellas County, Florida.

Parcel ID Numbers:

07-31-16-93168-001-0070; 07-31-16-93168-001-0060; 07-31-16-93168-001-0050;
07-31-16-93168-001-0030; 07-31-16-93168-001-0020; 07-31-16-93168-001-0010

SECTION 2. The subject agreement is by and between St Pete's LLC, a corporate sole (owner), Jungle Terrace Land Company, a Florida limited liability company (developer), and City of St. Petersburg, Florida, a Florida municipal corporation.


SECTION 3. The Mayor, or his designee, is authorized to execute the Amendment to the Development Agreement on behalf of the City.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5th) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective

immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

APPROVED AS TO FORM AND SUBSTANCE:

/s/ Elizabeth Abernethy

PLANNING & DEVELOPMENT SERVICE DEPARTMENT	DATE
	1/22/2021
ASSISTANT CITY ATTORNEY	DATE

ATTACHMENT A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____ 2021, by and between ST PETE'S LLC, a Corporation Sole, whose mailing address is 1515 DES PERES RD STE 300 St. Louis MO 63131-1846 (hereinafter "Owner"), JUNGLE TERRACE LAND COMPANY, a Florida Limited Liability Company, whose mailing address is 1281 S. Lincoln Avenue Clearwater, Florida 33756 (hereinafter the "Developer") and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is P. O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City") (collectively hereinafter "the Parties").

WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 29.11 acres of land located at 1501 72nd Street North, St. Petersburg, Florida 33710 within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Owner has contracted to sell the Property and Developer has contracted to purchase the Property; and

WHEREAS, Developer desires to develop approximately 29.11 acres of the Property described on Exhibit "A" attached hereto as permitted in the City's Neighborhood Corridor Commercial Suburban (CCS-1) zoning district with a Planned Redevelopment - Mixed Use (PR-MU) comprehensive land use designation; and

WHEREAS, Developer has filed an application with the City requesting a Comprehensive Plan Amendment to change the Future Land Use Plan Category for the Property from Industrial Limited (IL) to a Planned Redevelopment - Mixed Use (PR-MU); and

WHEREAS, Developer has filed a rezoning application with the City to change the zoning of the Property from Industrial Suburban (IS) to Corridor Commercial Suburban (CCS-1); and

WHEREAS, Owner, Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter the "Act"); and

WHEREAS, in accordance with the Act and Section 16.05 of the City's LDRs, the City is duly authorized to enter this Agreement; and

WHEREAS, the Developer acknowledges that the requirements and conditions of this Agreement result from the impacts of the Project on the City's stated planning goals related to employment and affordable housing, are reasonably attributable to the development of the Project, are based upon comparable requirements and commitments that the City or other agencies of government would reasonably expect to require a developer to expend or provide, and are consistent with sound and generally accepted land use planning and development practices and principles; and

WHEREAS, the first properly noticed public hearing on this Agreement was held by the Community Planning and Preservation Commission on December 8, 2020; and

WHEREAS, the first properly noticed reading of this Agreement was held by the City Council on **TBD**; and

WHEREAS, the second properly noticed reading of and public hearing on this Agreement was held by the City Council on **TBD**; and

WHEREAS, the Developer desires to develop the Property in accordance with the conditions and limitations set forth in this Agreement.

DEFINITIONS

The terms defined in this Agreement shall have the following meanings, except as herein otherwise expressly provided:

“Agreement” means this Development Agreement, including any Exhibits, and any amendments hereto or thereto.

“Authorized Representative” means the person or persons designated and appointed from time to time as such by the Owner, Developer, or the City.

“City Council” means the governing body of the City, by whatever name known or however constituted from time to time.

“City's Comprehensive Plan” means the City of St. Petersburg Comprehensive Plan, as most recently amended prior to the date hereof.

“City's LDRs” means the City of St. Petersburg Land Development Regulations, as most recently amended prior to the date hereof.

“Development” means all improvements to real property, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved real property.

“Development Permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

“Exhibits” means those agreements, diagrams, drawings, specifications, instruments, forms of instruments, and other documents attached hereto and designated as exhibits to, and incorporated in and made a part of, this Agreement.

“Florida Statutes” means all references herein to "Florida Statutes" are to Florida Statutes (2020), as amended from time to time.

“Governmental Authority” means the City, the County or any other governmental entity having regulatory authority over the Project and that issues a Development Permit for the Project to be constructed and opened for business.

“Project” means the proposed development to be located on the Property as contemplated by this Agreement.

“Property” means the real property more particularly described in the legal description in Exhibit “A”.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and mutual promises hereinafter set forth, the Parties agree as follows:

1. **Recitals, Definitions, and Exhibits.** The foregoing recitations are true and correct and are hereby incorporated herein by reference. The foregoing Definitions are hereby incorporated herein by reference. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.

2. **Intent.** It is the intent of the Parties that this Agreement shall be adopted in conformity with the Act and that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the Act. This Agreement shall not be executed by or binding upon any Party until adopted in conformity with the Act.

3. Recording and Effective Date. After the Agreement has been executed by the Parties, and after the date the Comprehensive Plan Amendment and Zoning Designation Amendment become effective, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Developer's expense and shall forward a copy of the recorded Agreement to the Florida Department of Community Affairs ("DCA"). Thirty (30) days after receipt of the recorded Agreement by the DCA, this Agreement shall become effective (the "Effective Date").

4. Duration. The initial term of this Agreement shall be for twenty (20) years from the Effective Date. Owner and Developer agree that this Agreement may be extended by the City at the end of the initial term for an additional ten (10) year renewal term, subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs.

5. Permitted Development Uses and Building Intensities.

(a) Permitted Development Uses. The Property currently holds an IS zoning on the City's zoning map and Industrial future land use designation in the Comprehensive Plan. Developer has applied to the City to rezone the Property from IS to CCS-1, with a concurrent application to amend the future land use designation from Industrial to PR-MU. Conditional upon such rezoning and land use plan amendments being adopted, the Property may be used for the purposes permitted in the applicable zoning districts subject to the additional limitations and conditions set forth in this Agreement.

(b) Maximum Density, Intensity, and Height of Proposed Uses. For the purposes of this Development Agreement, maximum density, intensity, and height shall be as provided by the City of St. Petersburg City Code, including the City's LDRs, and all applicable laws and regulations of the State of Florida, including but not limited to the Florida Statutes, the Florida Building Code, and all applicable regulations of the Florida Department of Transportation. A workforce housing density bonus of eight (8) units per acre is also allowable, subject to the City's Workforce Housing Ordinance. In accordance with the CCS-1 zoning designation, building height is limited to 48 feet; however, additional building height can be achieved pursuant to the Large Tract Planned Development Overlay regulations, set forth in Chapter 16 of the City Code.

(c) Limitations and Conditions on Use. The development uses proposed on the Property and their approximate sizes include a 150,000 square feet (minimum) Sports Tourism Facility, ancillary retail/restaurant uses, multi-family buildings comprised of not more than 623 apartment units with a minimum of 30% of the units being workforce housing, and a public lagoon with beach area; the combined intensity shall not exceed 0.55 FAR and the total density shall not exceed 623 units. Owner and Developer agree that the following limitations and conditions shall apply to any site plan approved for the Property:

(1) Developer shall construct the Sports Tourism Facility prior to or concurrently with the multi-family buildings, and shall obtain the Certificate of Completion (CC) for the shell of the Sports Tourism Facility prior to or concurrently with the issuance of the Certificate of Occupancy (CO) for the first multi-family building. Nothing contained herein shall prevent the City from issuing no more than one (1) Temporary Certificate of Occupancy (TCO) for not more than six (6) months for first multi-family building.

(2) Prior to the issuance of a building permit for any multi-family building, Developer shall enter into a workforce housing bonus density agreement, providing that a minimum of 30% of the multi-family residential units meet all the requirements as workforce housing units, in accordance with City Code Chapter 17.5.

(3) Developer shall provide a public pedestrian/bicycle connection through the site connecting the Pinellas trail to 72nd Street prior to the issuance of the first CO for the Sports Tourism Facility. Design for the public pedestrian/bicycle connection shall be reviewed and approved by the Transportation and Parking Management Department prior to site plan approval by the City's Development Review Commission.

6. Public Facilities; Traffic Concurrency. The following existing and needed public facilities are identified as serving the Project:

(a) Potable Water: The City will provide potable water to the Project site. Sufficient supply capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(b) Sanitary Sewer: The City will provide sanitary sewer service to the Project site. Sufficient treatment capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(c) Stormwater Management: Stormwater management level of service is project-dependent rather than based on the provision and use of public facilities and is not directly provided by the City. The design and construction of the proposed stormwater facilities on the Project site shall be in compliance with the requirements of the City of St. Petersburg City Code and the Southwest Florida Water Management District, shall meet concurrency requirements for stormwater, and shall not result in degradation of the level of service below City's adopted level of service.

(d) Law Enforcement: Law Enforcement protection will be provided by the City of St. Petersburg Police Department using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(e) Fire Protection and Emergency Medical Service: Fire protection and emergency medical services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(f) Library Facilities and Services: Library facilities and services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public library facilities will be needed to service the Project.

(g) Public Schools: Public school facilities and services will be provided by the Pinellas County School Board. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public facilities will be needed to service the Project.

(h) Solid Waste: Solid waste collection services will be provided by the City using facilities, equipment and service capacity already in place, while waste disposal services will be handled by Pinellas County. Capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(i) Transportation/Mass Transit: The determination of adequacy of public facilities, including transportation facilities, to serve the proposed development shall be made in accordance with the City's Concurrency requirements in existence as of the date of this Agreement.

(j) Utility Improvements: Utility improvements necessary to provide service to a structure shall be constructed by Developer at Developer's expense prior to issuance of certificates of occupancy for the structure.

7. Reservation or Dedication of Land. Owner and Developer shall not be required to reserve or dedicate land within the Property for municipal purposes other than: (a) public utility easements for utilities servicing the Property; (b) as applicable for roadways and other transportation facilities; (c) public pedestrian/bicycle connection from Pinellas Trail to 72nd Street North; and (d) subject to reasonable reservation and dedications during site plan review and approval.

8. Local Development Permits. The following local development approvals will be required to develop the Property for uses permitted in the CCS-1 zoning districts:

- (a) Site plan approval;
- (b) Final site plan approval;

- (b) Water, sewer, paving and drainage permits;
- (c) Building permits;
- (d) Certificates of Occupancy;
- (e) Certificates of Concurrency;
- (f) Any other development permits that may be required by City ordinances and regulations; and
- (g) Such other City, County, State or Federal permits as may be required by law.

9. Consistency with Comprehensive Plan. Conditional upon such rezoning and land use plan amendments being adopted as contemplated in Paragraph 5.(a) of this Agreement, Development of the Property for the uses allowed in the CCS-1 zoning district must be consistent with the City's Comprehensive Plan.

10. Necessity of Complying with Local Regulations Relative to Permits. The Parties agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction shall not relieve Owner and/or Developer of the necessity of complying with regulations governing said permitting requirements, conditions, fees, terms or restrictions.

11. Binding Effect. The obligations imposed pursuant to this Agreement upon the Parties and upon the Property shall run with and bind the Property as covenants running with the Property. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns, which shall include, but are not limited to, Sembler. Notwithstanding the foregoing, the rights and obligations under this Agreement of the Owner of the Property shall pass to Developer upon the closing of Developer's purchase of the Property from such Owner, and the Owner of the Property shall be relieved of any further obligations under this Agreement upon Developer's acquisition of title to the Property.

12. Preliminary Concurrency and Comprehensive Plan Findings. The City has preliminarily determined that the concurrency requirements of Sections 16.03.050 and 16.03.060 of the City's LDRs and the City's Comprehensive Plan will be met for the Project, further subject to any approvals set forth in Paragraph 8 of this Agreement. The City has preliminarily found that the Project and this Agreement are consistent with and further the goals, objectives, policies and action strategies of the City's Comprehensive Plan and with the City's LDRs, further subject to any approvals set forth in Paragraph 8 of this Agreement. Nothing herein shall be construed by any Party as an approval, express or implied, for any action set forth in Paragraph 8 of this Agreement.

13. Disclaimer of Joint Venture. The Parties represent that by the execution of this Agreement it is not the intent of the Parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between any Parties, or between any Party and any third party. While engaged in carrying out and complying with the terms of this Agreement, Owner and Developer are independent principals and not contractors for or officers, agents, or employees of the City. Neither Owner nor Developer shall at any time or in any manner represent that it or any of its agents or employees are employees of the City.

14. Amendments. The Parties acknowledge that this Agreement may be amended by mutual consent of the Parties subsequent to execution in accordance with Section 163.3237, Florida Statutes and Section 16.05 of the City's LDRs. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties in accordance with the City's LDRs.

15. Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

- (a) **To the Owner:**
ST PETE'S LLC, a Corporation Sole,
Attn: TBD
1515 DES PERES RD STE 300
St. Louis MO 63131-1846

With a copy to:

- (b) **To the Developer:**
Attn: Les Porter
JUNGLE TERRACE LAND COMPANY
A FLORIDA LIMITED LIABILITY COMPANY
1281 S. Lincoln Avenue
Clearwater Florida 33756

With a copy to:
Brian J. Aungst, Jr., Esq. and J. Matthew Marquardt, Esq.
Macfarlane Ferguson & McMullen, P.A.
625 Court Street, Suite 200
Clearwater, FL 33756

- (c) **To the City:**
City of St. Petersburg
Attn: Derek Kilborn, Manager
Urban Planning, Design and Historic Preservation Division
City of St. Petersburg Planning and Development Services Dept
One 4th Street North
St. Petersburg, FL 33701

With a copy to:
City Attorney's Office, City of St. Petersburg
Attn: Michael Dema, Managing Assistant City Attorney – Land Use & Environmental Matters
Municipal Services Center
One 4th Street North
St. Petersburg, FL 33701

16. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party hereto, all other Parties may rely upon the last address given. Notices given by facsimile transmission shall be effective on the date sent.

17. Default. In the event any Party is in default of any provision hereof, any non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement. The defaulting Party shall have thirty (30) business days from the receipt of such notice to cure the default. If the defaulting Party timely cures the default, this Agreement shall continue in full force and effect. If the defaulting Party does not timely cure such default, the non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

18. Non-Action on Failure to Observe Provisions of this Agreement. The failure of any Party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

19. Applicable Law and Venue. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for State actions and in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.

20. Construction. This Agreement has been negotiated by the Parties, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any Party, but by all equally.

21. Entire Agreement.

(a) This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. With the exception of conditions that may be imposed by the City in approving any Development Permit, no Party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement, and this Agreement may not be amended or modified except by written instrument signed by the Parties hereto, in accordance with this Agreement, Florida Statutes Section 163.3237, and Section 16.05 of the City's LDRs.

(b) Any provisions of this Agreement shall be read and applied in para materia with all other provisions hereof.

22. Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next following business day.

23. Certification. The Parties shall at any time and from time to time, upon not less than ten (10) days prior notice by the other Party execute, acknowledge and deliver to the other Party (and, in the case of the City, to a Project Lender) a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such Party, neither it nor any other Party is then in default hereof (or if another Party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Paragraph may be conclusively relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any Party made in accordance with the provisions of this Agreement.

24. Termination. This Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

(a) The expiration of twenty (20) years from the Effective Date of this Agreement, as defined herein, unless the City extends the initial term for an additional ten (10) year renewal term pursuant to the terms of this Agreement and subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs; or

(b) The revocation of this Agreement by the City Council in accordance with Section 163.3235, Florida Statutes and Section 16.05 of the City's LDRs; or

(c) The execution of a written agreement by all Parties, or by their successors in interest, providing for the cancellation and termination of this Agreement.

25. Deadline for Execution. The Owner and Developer shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval.

26. Covenant of Cooperation. The Parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Project site, including processing amendments to this Agreement.

27. Approvals.

(a) For the purposes of this Agreement any required written permission, consent, approval or agreement ("Approval") by the City means the Approval of the Mayor or his designee unless otherwise set forth herein and such approval shall be in addition to any and all permits and other licenses required by law or this Agreement.

(b) For the purposes of this Agreement any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

28. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable by a court of competent jurisdiction, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

30. Failure of Development to Occur as Proposed. If development of the Property does not occur as proposed under this Agreement, both the City and the property owner have the right to initiate the process to change the land use and zoning designations of the Property to the designations that existed at the time of execution of this Agreement.

31. Cancellation. This Agreement shall become null and void as to any portion of the Property if any of the following occur: (1) the Developer fails to obtain the rezoning or Comprehensive Plan Amendment as more fully set forth above; (2) the Future Land Use designation of the Residential Property or any portion thereof changes to any designation other than PR-MU; (3) the zoning of the Property or any portion thereof changes to any designation other than CCS-1.

32. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

**CITY
CITY OF ST. PETERSBURG, FLORIDA**

CITY CLERK

By: _____

As Its: _____

_____ day of _____, 2021

Approved as to form and content

By Office of City Attorney

00538195.docx

**OWNER
ST PETE'S LLC, a Corporation Sole,
1515 DES PERES RD STE 300 St. Louis MO 63131-1846**

WITNESSES:

sign _____

By: _____

print _____

print _____

sign _____

title _____

print _____

date _____

**DEVELOPER
JUNGLE TERRACE LAND COMPANY
1281 S. LINCOLN AVENUE CLEARWATER, FL 33756
A FLORIDA LIMITED LIABILITY COMPANY**

WITNESSES:

sign _____

By: _____

print _____

print _____

sign _____

title _____

print _____

date _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____ on behalf of ST PETE’S LLC St. Petersburg, a Corporation Sole, who is
personally known to me or produced _____ as identification.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large

My Commission Expires:

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, as _____ of JUNGLE TERRACE LAND
COMPANY, a Florida corporation, on behalf of the corporation, who is personally known to me or produced
_____ as identification.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large

My Commission Expires:

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION:

RESOLUTION NO. 2021- ____

A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida:

That the City Council of St. Petersburg does hereby transmit the proposed amendment to the Local Government Comprehensive Plan to Forward Pinellas, (FP) for a review and proposed amendment to the Countywide Future Land Use Plan and Rules.

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:

City File FLUM-60

/s/ Elizabeth Abernethy

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

DATE



1/22/2021

ASSISTANT CITY ATTORNEY

DATE



Staff Report to the St. Petersburg Community Planning & Preservation Commission

Prepared by the Planning & Development Services Department,
Urban Planning and Historic Preservation Division

For Public Hearing and Executive Action on January 12, 2021

(Rescheduled from December 8, 2020)

at 2:00 p.m. in the City Council Chambers, City Hall,

175 Fifth Street North, St. Petersburg, Florida.

DUE TO COVID-19, every person in any City facility will be required to comply with the public safety protocols recommended by the Centers for Disease Control and Prevention and local health authorities, including wearing a mask in common areas, maintaining six (6) feet of distance, and other safety practices.

City Files: FLUM-60
1501 72nd Street North (Former Raytheon Site)

This is a private-initiated application requesting that the Community Planning and Preservation Commission (“CPPC”), in its capacity as the Local Planning Agency (“LPA”), make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the following map amendments to the City’s Official Zoning Map and Future Land Use Map and the associated Development Agreement.

Photo 1: Subject Property at 1501 72nd Street North; Photo Source: Google Earth.



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APPLICANT INFORMATION

OWNER: ST PETES, LLC
1515 Des Peres Rd. Ste. 300
Saint Louis, Missouri 63131-1846

APPLICANT: JUNGLE TERRACE LAND COMPANY
c/o Porter Development, LLC
1281 So. Lincoln Avenue
Clearwater, Florida 33756
lporter@porterdev.com
(727) 742-5838

AGENT: GULF COAST CONSULTING. INC.
c/o Robert Pergolizzi, AICP/PTP
13825 ICOT Boulevard, Ste. 605
Clearwater, Florida 33760
pergo@gulfcoastconsultinginc.com
(727) 524-1818

CITY STAFF: DEREK KILBORN, MANAGER
Urban Planning and Historic Preservation Division
Planning and Economic Development Department
One – 4th Street North
St. Petersburg, Florida 33711
Derek.Kilborn@stpete.org
(727) 893-7872

REQUEST

The applicant is requesting an amendment to the Future Land Use Map from IL (Industrial Limited) to PR-MU (Planned Redevelopment - Mixed Use) with a concurrent amendment to the Official Zoning Map from IS (Industrial Suburban) to CCS-1 (Corridor Commercial Suburban) for a 29.11-acre parcel located at 1501 72nd Street North with an associated Development Agreement. The existing *Target Employment Center Overlay* will remain unchanged.

In addition to the proposed map amendments, a Development Agreement (“D.A.”) is included to provide assurances relating to future development plans on the subject property and mitigate concerns relating to the general loss of *industrial* zoned land. In this instance, development under the requested CCS-1 zoning designation shall be regulated by the associated D.A. A copy of the proposed D.A. is included and summarized as follows:

- A 150,000 square feet (minimum) *sports tourism facility* and ancillary retail/restaurant uses. The *sports tourism facility* is defined within City Code Chapter 16 as a *commercial recreation, indoor* facility; and
- A *public lagoon with beach area*. The *public lagoon with beach area* is defined within City Code Chapter 16 as a *commercial recreation, outdoor* facility; and
- *Multi-family buildings* containing no more than 623 apartment units with a minimum of 30% of the units being designated *workforce housing* in accordance with the City’s definition and bonus program; and
- The combined intensity shall not exceed 0.75¹ floor area ratio (“FAR”) and the total density shall not exceed 623 units; and
- The maximum building height shall not exceed 48-feet; additional height may be achieved pursuant to the Large Tract Planned Development Overlay regulations, set forth in City Code Chapter 16, Section 16.30.090 and allowable height encroachments, set forth in City Code Chapter 16, Section 16.60.020; and
- The *sports tourism facility* shall be constructed prior to, or concurrently with, multi-family buildings and shall obtain the Certificate of Completion (“CC”) for the *sports tourism facility* prior to, or concurrently with, issuance of the Certificate of Occupancy (CO) for the first multi-family building; and
- A public bicycle/pedestrian connection shall be constructed through the subject property providing public access from the Pinellas Trail to 72nd Street North and thereby Azalea Park. Design for the connection shall be reviewed and approved by the Transportation and Parking Management Department prior to site plan approval by the City’s Development Review Commission. The connection shall be completed prior to issuance of the first CO for the *sports tourism facility*.

¹ Citation edited from 0.55 to 0.75 following the CPPC public hearing. Although advertised correctly and properly noted elsewhere in this report as 0.75 FAR, the 0.55 citation on this page did not include a reference to the 0.20 FAR bonus for workforce housing.

SITE DESCRIPTION

Street Address:	1501 72 nd Street North
Parcel ID No.:	07-31-16-93168-001-0070; 07-31-16-93168-001-0060; 07-31-16-93168-001-0050; 07-31-16-93168-001-0030; 07-31-16-93168-001-0020; 07-31-16-93168-001-0010
Acreage:	29.11 acres total
Zoning:	From IS (Industrial Suburban) to CCS-1 (Corridor Commercial Suburban)
Future Land Use:	From IL (Industrial Limited) to PR-MU (Planned Redevelopment - Mixed Use); Retain Target Employment Center Overlay
Countywide Plan Map:	From Employment to Multimodal Corridor (MMC); Retain Target Employment Center Overlay
Existing Use:	Vacant
Surrounding Uses:	Commercial and Tyrone Mall to the north; Pinellas Trail, commercial, and multi-family residential to the east; Azalea Park and Recreation Center to the west; and, a groundwater treatment facility and single-family residential housing to the south.
Neighborhood Association(s):	Azalea Homes Community Association Jungle Terrace Civic Association (located within 300-feet to the north) Crossroads Area Homeowners Association (located within 300-feet to the east)

BACKGROUND and DESCRIPTION

The subject property is located at 1501 72nd Street North, generally located southeast of the intersection of 22nd Avenue North and 72nd Street North. The subject property is bounded on the north by 22nd Avenue North, Tyrone Mall, and miscellaneous retail and personal service establishments. The subject property is bounded on the east by the Pinellas Trail (a 60-foot wide multi-use public trail), commercial, and multi-family uses. The multi-family uses include a combination of two- and three-story buildings. The subject property is bounded on the south by an adjoining treatment facility, and single-family houses south of 13th Avenue North. Finally, the subject property is bounded on the west by Azalea Park. The park includes a recreation center, a playground, an outdoor exercise zone, disc golf course, athletic fields and courts, a picnic shelter and passive green space.

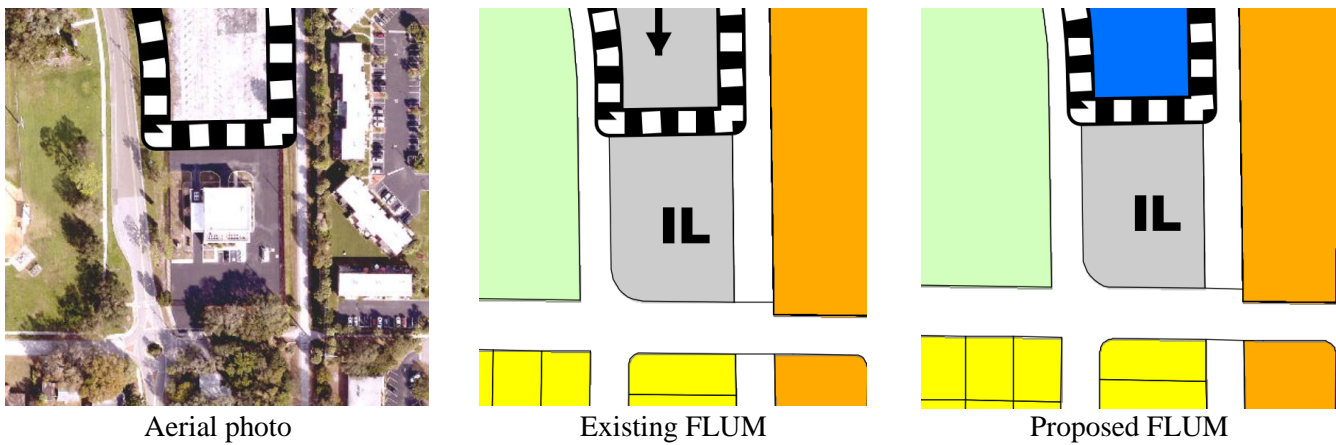
Raytheon Company's Treatment Facility

The subject property was previously developed as an office, research, and laboratory facility for ECI, a St. Petersburg division of Dallas-based E-Systems, Inc., a defense electronics company. In 1991, soil and groundwater contamination was discovered on the subject property. In 1995, the Raytheon Company acquired E-Systems, Inc. and in 1996, installed testing wells. In 2005, monitoring revealed that polluted groundwater was migrating into areas outside of the subject property and into adjacent residential neighborhoods to the south and southwest. A treatment facility was subsequently constructed at 7167 13th Avenue North (Parcel 07-31-16-93168-001-0011); the treatment facility is not included with this application.

Photo 2: Treatment facility at 7167 13th Avenue North; Photo Source: Google Earth.



Table 1: Future Land Use Map at 7167 13th Avenue North



Target Employment Center Overlay

The subject property is within a *Target Employment Center* overlay. The *Target Employment Center* overlay is Special Designation under the comprehensive plan which allows a 100-percent intensity bonus to incentivize the establishment of manufacturing, office, and laboratories and research and development uses. The *Target Employment Center* overlay on the subject property was first established in 2016 through City File Application No. FLUM-32-A and preceded by extensive countywide research and amendments dating to 2008 (described below). As shown in the following zoning comparison table, most incentivized uses will continue to be allowed within the proposed CCS-1 zoning category, with “office, temporary labor” being the only exception. “Office, general” changes from an accessory to principal use. “Laboratories and research and development” will require a public hearing and special exception approval.

Table 3: Comparison of *Target Employment Center* uses.

	IS (Industrial Suburban)	CCS-1 (Corridor Commercial Suburban)
Office, General	Accessory Use	Principal Use; 1.1 FAR
Office, Medical	Grandfathered Use	Principal Use; 1.1 FAR
Office, Temporary Labor	Principal Use; 1.3 FAR	Nonconforming Use
Office, Veterinary	Principal Use; 1.3 FAR	Principal Use; 1.1 FAR
Manufacturing, Light	Principal Use; 1.3 FAR	Principal Use; 1.1 FAR
Laboratories and Research and Development	Principal Use; 1.3 FAR	Special Exception Use; 1.1 FAR

Commercial Recreation, Indoor and Outdoor

The application and proposed development agreement include a proposed regional *sports tourism facility* and *public lagoon with beach area*. City Code, Chapter 16, Section 16.10.020.1 defines these uses as “commercial recreation, indoor” and “commercial, recreation, outdoor” respectively:

- *Commercial recreation, indoor*: Privately owned commercial facilities offering indoor athletic courts, swimming pools, skating rinks, skateboard or bicycle racing facilities, waterslides, batting and archery facilities, bowling alleys, amusement parks, entertainment venues including dance halls, and amusement facilities containing games or amusement devices.
- *Commercial recreation, outdoor*: Privately owned commercial facilities offering outdoor athletic courts, swimming pools, skating rinks, skateboard or bicycle racing facilities, waterslides, batting and archery facilities, amusement parks, entertainment venues, and amusement facilities containing games or amusement devices. (See Use Specific Development Standards, Section 16.50.080)

The existing future land use map category IL (Industrial Limited) states that, “Commercial Recreation ... alone or when added to existing contiguous like uses which exceed or will *exceed five (5) acres* shall require a land use plan amendment...” In this instance, the subject property totals 29.11 acres and exceeds the maximum threshold for accommodation in the IL category, thereby necessitating the requested map amendment. The proposed PR-MU (Planned Redevelopment – Mixed Use) accommodates commercial recreation *without the acreage limitations*. Under PR-MU commercial recreation, “shall be allowed in this plan category only on the basis of and pursuant to local government standards which address, as a minimum, the following criteria in relationship to the nature of the proposed use: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.”

Zoning Districts and Compatible Future Land Use Categories

The subject application is requesting map amendments to PR-MU (Planned Redevelopment Mixed Use) and CCS-1 (Corridor Commercial Suburban). Pursuant to City Code, Chapter 16, Section 16.10.020.2, the following zoning districts are also compatible with the proposed PR-MU (Planned Redevelopment Mixed Use) Future Land Use map designation: 1) NT-4 (Neighborhood Traditional); 2) NTM-1 (Neighborhood Traditional Mixed Residential); 3) CRT-1 (Corridor Residential Traditional); and 4) CCT-1 (Corridor Commercial Traditional).

This application does not include a request to expand the *Tyrone Activity Center* therefore, these Activity Center categories were excluded from the Level of Service analysis. NTM-1, CRT-1, and CCT-1 have similar maximum residential density as the proposed CCS-1 acre, and CCS-1 has the potential to exceed all other categories relating to non-residential intensity. Consequently, the Level of Service analysis was performed using the Development Agreement.

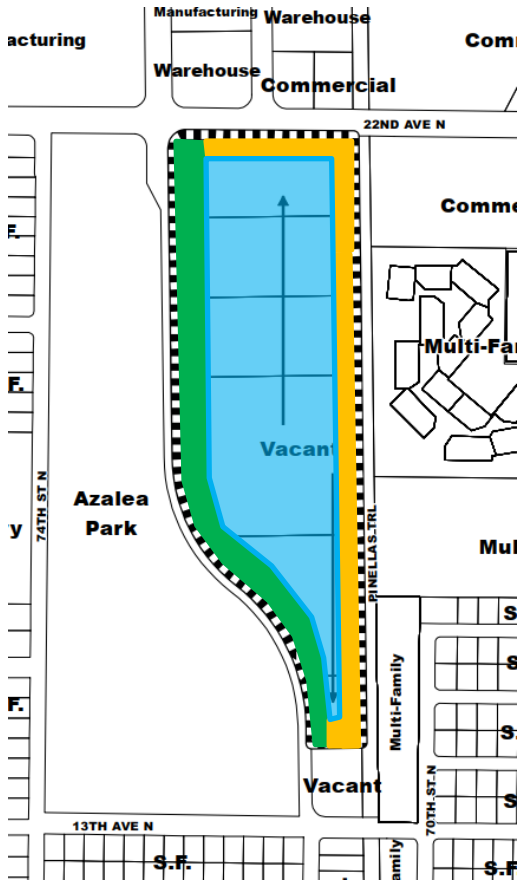
Building Height and the Large Tract Planned Development Overlay

The existing IS (Industrial Suburban) has a maximum allowable building height of 50-feet. Pursuant to City Code, Chapter 16, Section 16.30.090, titled “Large Tract Planned Development” overlay, properties greater than five (5) acres in size may be constructed to a maximum building height of 150-feet, subject to compliance with minimum buffering requirements. The Large Tract Planned Development overlay exists today under current zoning standards and separate from any potential map amendment.

The proposed CCS-1 (Corridor Commercial Suburban) has a maximum allowable building height of 48-feet, with allowable height encroachments, set forth in City Code Chapter 16, Section 16.60.020. The same zoning standards allowing application of the Large Tract Planned Development overlay will continue to apply. Under

the proposed map amendment, the associated D.A. further reinforces the maximum allowable building height for the subject property, but the difference between existing and proposed is minimal measuring only two (2) feet.

Table 3: Large Tract Planned Development Overlay



EXISTING
IS with Large Tract Planned Development Overlay

Buffer Width: Minimum 75-feet or multiply 0.8 times tallest proposed building, whichever is greater.

- Buffer shall be open space, defined by code; non-habitable structures limited to 50-feet in height.
- Buffer may include structures not to exceed 50-feet or one-story of height over neighboring structures.
- Maximum 150-feet, approx. 10-14 stories.

PROPOSED
CCS-1 with Large Tract Planned Development Overlay

Buffer Width: Minimum 75-feet or multiply 0.8 times tallest proposed building, whichever is greater.

- Buffer shall be open space, defined by code; non-habitable structures limited to 48-feet in height.
- Buffer may include structures not to exceed 48-feet or one-story of height over neighboring structures.
- Maximum 150-feet, approx. 10-14 stories.

CONSISTENCY and COMPATIBILITY WITH COMPREHENSIVE PLAN

The proposed PR-MU and CCS-1 designations are consistent with numerous Comprehensive Plan objectives and policies:

The proposed map amendments in conjunction with the associated D.A. are consistent with Policy LU3.4, which states that the Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement proper buffering, and the use of physical and natural separators; Policy LU3.7, which states that land use planning decisions shall include a review to determine whether existing land use boundaries are logically drawn in relation to existing conditions and expected future conditions and Policy LU3.6 of the Comprehensive Plan, which states that land planning should weigh heavily the established character of predominantly developed areas where changes of use or intensity of development are contemplated.

These proposed categories provide an appropriate transition among existing conditions by respecting the predominate character of the surrounding existing land uses in conjunction with physical and natural separators, and take into account future conditions in the following ways:

- To the west, City parkland separates the proposed medium density residential and commercial uses from the lower density residential neighborhoods by a distance of over 500-feet, providing an orderly transition from multi- to single-family zoning and development. Future land use, zoning designations and public and private ownership patterns reduce any possibility of future redevelopment and change to these areas. These single-family neighborhoods are zoned NS-1 (Neighborhood Suburban) and allow up to 7.5 units per acre; they are estimated to be developed at approximately 4.6 to 5.9 units per acre.
- To the north and northeast are commercial and industrial uses, including the Tyrone Mall, which is a regional retail attractor. On-site buffering and compatibility standards for any future multi-family development will be addressed during the site plan review process, to provide compatibility and reduce negative impacts to future residents within the project. Future applications for redevelopment to allow similar land use and zoning could be considered, further enhancing compatibility with, and transition to, surrounding residential and recreational uses.
- Immediately to the south, the groundwater treatment facility will remain for the foreseeable future to continue mitigation activities resulting from the contamination, which creates a 350-foot MOL separation to the lower density single-family areas to the south of 13th Avenue North. Future redevelopment for non-residential uses, or conversion to a similar land use and zoning designation could be considered and would create an appropriate transition to those neighborhoods. Future land use designations, zoning and ownership patterns render future changes to these neighborhoods unlikely. Again, on-site buffering and compatibility standards for any future multi-family development will be addressed during the site plan review process, to provide compatibility and reduce negative impacts to future residents within the project from this existing industrial/non-residential use.
- To the east, the 60-foot wide Pinellas Trail, a public multi-use trail provides a physical separation from existing and future land uses on the subject site and enhances compatibility for future residential within the project. Future redevelopment of the trail is extremely unlikely, given its public ownership and high frequency of public use. Along the northernmost 415-foot MOL, existing commercial development, where the trail separation and future buffering on the project site can address buffering and compatibility. The next 865-foot MOL is developed as a medium density multi-family condominium complex known as Stonestrow, developed in the mid-1980's. The proposed density under the Development Agreement is similar, as this development is approximately 24 units per acre. Although this property does have the more intensive RC-1 (Retail Center) that allows up to 30 units per acre plus an additional 10 units per acre for workforce housing, in addition to Activity Center bonuses, redevelopment options would be limited and unlikely due to the large number of units under condominium ownership. Lastly, across the trail along the southernmost 1,000-foot MOL of the eastern property line are two more medium density, multi-family developments. Brandywine apartments, which consists of 477 units built in 1972 on 19.75 acres, equaling approximately 24 dwelling units per acre, and the Somerset Place condominiums, which consists of approximately 43 units built in 1973 on 3.03 acres equaling approximately 14.19 dwelling units per acre. Both of these properties are under NSM-1, which allows up to 15 units per acre plus six (6) units per acre for workforce housing. The existing density on Brandywine Apartments would be considered grandfathered, which could allow redevelopment at the existing 24 dwelling units per acre medium density. Both the existing development and any proposed redevelopment would be at a consistent density to the proposed project under the Development Agreement, which provides for a medium density allocation of 21.40.
 - Along the east property line, an existing 30-foot easement appears to exist for the northernmost 2,030-foot MOL, and a 20-foot easement for the southernmost 255-foot MOL. If retained, this easement will provide additionally buffering to the east.
 - Existing vegetation within the Pinellas Trail right-of-way will remain thereby providing visual screening in addition to any landscaping requirements for future development.


In conclusion, the proposed density is compatible with the surrounding neighboring properties, providing appropriate transitions for existing and future redevelopment opportunities.

The proposed map amendments are consistent with **Policy LU3.8**, which states that the City shall protect existing and future residential uses from incompatible uses, noise, traffic and other intrusions that detract from the long-term desirability of an area through appropriate land development regulations.

- Industrial uses allowed under the existing code are not typically considered compatible with residential uses. Allowing the change to the proposed categories will improve compatibility and appropriate transitions, removing the potential for redevelopment on the subject property with more intensive industrial uses which could cause issues related to noise, odor, air and environmental contamination. Concerns related to noise for any future commercial uses such as the Sports Tourism Facility and lagoon will be addressed during the Site Plan Review process and through application of Land Development Regulations. These criteria are specifically regulated through City Code, Chapter 16, Section 16.50.080 titled “Commercial Recreation, Outdoor”; Section 16.50.310 titled “Restaurants and Bars, Indoor and Outdoor and Privately Owned Outdoor Places” that requires a Noise Mitigation and Monitoring plan for any outdoor amplified sound; and, City Code, Chapter 11, Article III titled “Noise Pollution”. Addressing potential noise impacts associated with the public lagoon and beach area will be especially important for the applicant when submitting for site plan review. Any additional mitigation measures can also be added to the Development Agreement, if desired and needed.
- Potential traffic impacts are described below in relevant consideration no. 4 and should be considered in response to **Policy LU 3.10**. The policy states that through traffic in residential neighborhoods shall be discouraged except on designated collector and arterial streets through reviews of site plans, road improvement projects, long range transportation improvement plans, including the MPO Long Range Transportation Plan and the City’s Transportation Element, and through strategic placement of traffic control signs. The portion of 72nd Street North, connecting from the subject property to its junction with 9th Avenue North, is not a collector or arterial street and travels through a single-family neighborhood. Special consideration should be given to this concern at the time of site plan review and mitigating measures should be considered by both the Transportation and Parking Management Department and Development Review Service Division. Any additional mitigation measures can also be added to the Development Agreement if desired and needed.
- The request is consistent with **Policies LU 3.11, LU 3.17, LU 22.1, LU 23.1, LU 23.3, and T1.6**, which all encourage the City to support higher-density, mixed-use developments and redevelopments, in and adjacent to Activity Centers. The subject site immediately abuts the Tyrone Activity Center to the east. The purpose is to improve walkability and multi-modal opportunities, reduce the number and length of automobile trips, and improve the efficiency of infrastructure maintenance and new investment. The subject property is immediately adjoining the Tyrone Activity Center and the Pinellas Trail and is located within 800-feet to PSTA’s transit hub on 22nd Avenue North at Tyrone Mall. Finally, the associated D.A. includes the requirement for a bicycle/pedestrian connection from the Pinellas Trail to 72nd Street North and thereby Azalea Park.


As part of the ongoing StPete2050 visioning initiative, a market assessment was recently completed to help identify projected 2050 population growth and growth potential by land use type over the next 30 years. In the last five (5) years, the City’s population increased by approximately 16,985 persons, with an annual percent increase of 1.3%. The assessment also found an annualized (per year) demand for new development between 1,035 (low growth scenario) and 1,550 (high growth scenario) residential units. The data supports this map amendment request to provide for residential redevelopment of 623 units of which 187 are Workforce units, but it must also be carefully weighed against other competing priorities, such as the preservation of employment and industrial designations.

- Policy LU 3.26a** states plan amendment applications that propose changing underperforming industrially designated areas (Industrial General or Industrial Limited) to a non-industrial designation may be favorably considered if one or more of the following characteristics exist over an extended period of time:
 - 1) *Vacant or underutilized land.* Despite efforts of the property owner, with support from the City and other regional partners in economic development and business recruitment, the subject property has remained vacant and underutilized for over 20-years.
 - 2) *Vacant or underutilized buildings.* See 1) above. The property is vacant.
 - 3) *Poor quality job creation in terms of pay, employee density and spin-off or multiplier effects.* As previously noted, the property is vacant and therefore has no job creation.
 - 4) *Chronic competitive disadvantages in terms of location, transportation infrastructure/accessibility and other market considerations.* The physical distance from the Interstate-275 and US-19 puts this property at a chronic competitive disadvantage when compared to other large tracts of industrial lands. When the property was originally developed for industrial uses in the 1940's, the railroad provided transportation infrastructure to support an industrial use. Conversion of the railroad to the Pinellas Trail eliminated this transportation connection. Regarding market considerations, the City did receive a letter on October 13, 2020 from Stonemont Financial Group regarding the subject property after the application was submitted, indicating an interest in redevelopment of the property for an industrial distribution center use. The letter is included in the Public Comments Report. The groundwater contamination does appear to have had an impact on the marketing and usability of the subject property as well. Following numerous attempts by the Raytheon Company to sell the subject property for many years, the subject property was eventually purchased in 2015 by the current owner St Petes, LLC, and it remains unimproved. This flyer from 2017 represents one of the numerous efforts to market the subject property under its current owner:




VECTOR
COMMERCIAL REAL ESTATE SERVICES

1501 72nd Street North
St. Petersburg, FL 33710



**Redevelopment/Industrial
For Sale**

Directly across the street from the Tyrone Square Mall this 29+/- acre site located in the Tyrone area of St. Petersburg is bordered by Azalea Park and the Pinellas Trail. This location offers retail/multifamily development potential and the seller will consider subdividing the property.



For Sale

Sale Price: \$13,250,000

Property Type: Redevelopment/
Industrial

Land Size: 29 +/- Acres

Zoning: IS
Industrial Suburban

Contact:
 Joe Lieser
 C: 239.273.9448
 E: JLieser@VectorRealty.com

 Mike Heretick
 727.823.1230 EXT. 233
 C: 727.692.3034
 E: MHeretick@VectorRealty.com

W: www.VectorRealty.com

125 FIFTH STREET SOUTH, # 201
SAINT PETERSBURG, FL 33701

No warranties or representations, express or implied, are made as to the accuracy of the information contained herein, and same is submitted subject to omission, change of price, rental or other conditions, withdrawal without notice, and to any other limitations imposed by our principals.
REVISED: 3/2017

FLUM-60 | Page 10

- The associated D.A. requirement to include a bicycle/pedestrian connection from the Pinellas Trail to 72nd Street North, and thereby Azalea Park, provides for consistency with **Policy T 13.4**, which states that the City shall require development to provide facilities supporting alternative modes of transportation. Further, **Policy T 15.3** states that the City shall support strategies that increase the accessibility of these [multi-modal] facilities to a greater number of people and increase the connectivity of these facilities to parks, shopping centers, major employers and schools.
- The associated D.A. requirement to include a minimum 30-percent workforce housing units supports the City’s workforce housing policies **Policy H 3.12**, and **Policy H 3.20**, which state that the City shall offer density bonuses to developers who include on-site housing for extremely low, very low, low, and moderate-income households, within mixed income developments that include housing priced at market rate. In this instance, the incentive was effectuated through the associated D.A. as a mitigating measure for the loss of some employment and industrial opportunities, reflecting the policy priority placed on provision of Workforce Housing in the City.

Lastly, the Level of Service (LOS) impact section of this report concludes that the proposed changes will not have a negative effect upon the adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic mass transit, recreation and stormwater management.

RELEVANT CONSIDERATIONS ON AMENDMENTS TO THE FUTURE LAND USE MAP

1. Compliance of probable use with goals, objectives, policies and guidelines of the City's Comprehensive Plan.

Pursuant to the City of St. Petersburg’s Comprehensive Plan 1.2.2.3, “This Comprehensive Plan is intended to be utilized as a document in its entirety. It shall hereby be established that no single goal, objective or policy or minor group of goals, objectives, or policies, be interpreted in isolation of the entire Plan.” The following objectives and policies are highlighted for their applicability to the proposed plan:

- *Policy LU 2.5:* The Land Use Plan shall make the maximum use of available public facilities and minimize the need for new facilities by directing new development to infill and redevelopment locations where excess capacity is available. The Future Land Use Element contains the following categories:
- *Policy LU 3.4:* The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.
- *Policy LU 3.5:* The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.
- *Policy LU 3.6:* Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.
- *Policy LU 3.7:* Land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.
- *Policy LU 3.8:* The City shall protect existing and future residential uses from incompatible uses, noise, traffic and other intrusions that detract from the long-term desirability of an area through appropriate land development regulations.

- Policy LU 3.10: Through traffic in residential neighborhoods shall be discouraged except on designated collector and arterial streets through reviews of site plans, road improvement projects, long range transportation improvement plans, including the MPO Long Range Transportation Plan and the City’s Transportation Element, and through strategic placement of traffic control signage.²
- Policy LU 3.11: More dense residential uses (more than 7.5 units per acre) may be located along (1) passenger rail lines and designated major streets or (2) in close proximity to activity centers where compatible.
- Policy LU 3.17: Future expansion of commercial uses is encouraged when infilling into existing commercial areas and activity centers, or where a need can be clearly identified, and where otherwise consistent with the Comprehensive Plan.
- Policy LU 3.18: All retail and office activities shall be located, designed and regulated so as to benefit from the access afforded by major streets without impairing the efficiency of operation of these streets, and with proper facilities for pedestrian convenience and safety.
- Policy LU 3.26a: Plan amendment applications that propose changing underperforming industrially designated areas (Industrial General or Industrial Limited) to a non-industrial designation may be favorably considered if one or more of the following characteristics exist over an extended period of time:
 - 1) vacant or underutilized land;
 - 2) vacant or underutilized buildings;
 - 3) poor quality job creation in terms of pay, employee density and spin-off or multiplier effects; and
 - 4) chronic competitive disadvantages in terms of location, transportation infrastructure/accessibility and other market considerations.
- Policy LU 19.3: The land use pattern shall contribute to minimizing travel requirements and anticipate and support increased usage of mass transit systems.
- Policy LU 22.1: The City shall continue to pursue strategies which reduce GHG emissions and vehicle miles traveled through the following initiatives:
 - Increase permitted densities and intensities in appropriate areas of the City to enhance transit opportunities;
 - Focus infrastructure and transit improvements in employment and activity centers; and
 - Revitalize commercial corridors to provide for increased mixed-use development.
- Policy T 1.3: The City shall review the impact of all rezoning proposals and requests to amend the FLUM on the City’s transportation system. FLUM amendment requests that increase traffic generation potential shall demonstrate that transportation capacity is available to accommodate the additional demand.
- Policy T 1.6: The City shall support high-density mixed-use developments and redevelopments in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.
- Policy T 3.1: The City shall implement the Pinellas County Mobility Management System through the application of Transportation Element policies and site plan and right-of-way utilization review processes. Policies pertaining to the application of the Mobility Management System are listed below.

² LU3.10 added following the CPPC public hearing.

- a. All development projects generating new trips shall be subject to payment of a multimodal impact fee.
 - b. Development projects that generate between 51 and 300 new peak hour trips on deficient roads shall be classified as tier 1 and required to submit a transportation management plan (TMP) designed to address their impacts while increasing mobility and reducing the demand for single occupant vehicle travel.
 - c. Development projects that generate more than 300 new peak hour trips on deficient roads shall be classified as tier 2, required to conduct a traffic study, and submit an accompanying report and TMP based on the report findings.
 - d. Multi-modal impact fee assessments may be applied as credit toward the cost of a TMP.
 - e. A traffic study and/or TMP for a development project not impacting a deficient road corridor shall be required if necessary to address the impact of additional trips generated by the project on the surrounding traffic circulation system.
 - f. Deficient roads shall include those operating at peak hour level of service (LOS) E and F and/or volume-to-capacity (v/c) ratio 0.9 or greater without a mitigating improvement scheduled for construction within three years.
 - g. Multi-modal impact fee revenue shall be utilized to fund multi-modal improvements to local, county or state facilities that are consistent with the comprehensive plan as well as the Metropolitan Planning Organization (MPO) Long Range Transportation Plan.
 - h. The City shall work cooperatively with the MPO and other local governments to complete the biennial update of the Multi-modal Impact Fee Ordinance through the MPO planning process, which includes review by the MPO Technical Coordinating Committee and MPO Policy Board.
- Policy T 13.2: The City shall include criteria in the FLUM amendment process in the Land Development Regulations to give additional weight to amendments that increase densities for projects that are located in close proximity to Activity Centers or along corridors where transit or facilities for high occupant vehicles exist, where compatible with the policies established in the Land Use Element.
 - Policy T 13.4: The City shall require development to provide, where appropriate, facilities that support alternative modes of transportation. These facilities shall include bus stops, bus shelters, bus turn-outs, sidewalks, wheelchair ramps, crosswalks, bicycle racks and bicycle lockers.
 - Policy T 15.3: The City shall review and support appropriate strategies developed by the Pinellas County MPO to expand the Pinellas Trail and provide new community trails that connect St. Petersburg to other communities in Pinellas County. The City shall support strategies that increase the accessibility of these facilities to a greater number of people and increase the connectivity of these facilities to parks, shopping centers, major employers and schools.
 - Policy H 3.12: The City will provide density bonuses to developers of affordable housing through the implementation of the Workforce Housing Density/Intensity Bonus Ordinance.
 - Policy H 13.5: The City's LDRs shall continue to support mixed-income housing in or near employment centers and recognize the positive fiscal impacts in transit-accessible, high density locations.
 - Policy H 3.20: The City shall offer density bonuses to developers who include on-site housing for extremely low, very low, low, and moderate-income households, within mixed income developments that include housing priced at market rate.
 - Policy PS 1.2: To ensure that land use and zoning decisions are adequately coordinated with public school facility planning, the City shall continue to notify the School District of all Local Planning Agency hearings where land use plan amendments or rezonings will be considered that increase or decrease residential densities.
-

2. Whether the proposed amendment would adversely affect environmentally sensitive lands or properties which are documented as habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

The proposed amendment will not adversely affect environmentally sensitive land or properties which are documented as habitat for listed species as defined by the conservation element of the Comprehensive Plan. The entire site was previously developed and disturbed, leaving no preservation or available habitat

3. Whether the proposed change would alter population or the population density pattern and thereby impact residential dwelling units and or public schools.

The proposed changes will not significantly alter the City's population. The current IL (Industrial Limited) Future Land Use map category does not allow residential density; therefore the existing build-out population is zero (0) people. The proposed D.A. will limit residential density to no more than 623 multi-family units; therefore, the potential buildout population is estimated to be 1,084 people. Without a D.A., the proposed PR-MU (Planned Redevelopment-Mixed Use) Future Land Use map category, as it applies to the entire 29.11-acre site, would allow up to 24 multi-family units per acre. The compatible CCS-1 (Corridor Commercial Suburban) zoning category allows up to 15 multi-family units per acre, with the potential for additional units through the Transfer of Development Rights (TDR) and Workforce Housing bonus. CCS zoning allows the transfer of up to nine (9) units per acre and a bonus of up to eight (8) workforce housing units per acre. Combined, this equals a total of 931 multi-family units. Assuming 1.74 people per multi-family unit, the potential buildout population is estimated to be 1,620 people.

- 437 (50-percent) Max market-rate units
- 262 (30-percent) Max transfer of development rights
- 233 (25-percent) Max workforce housing bonus

4. Impact of the proposed amendment upon the following adopted levels of service (LOS) for public services and facilities including but not limited to: water, sewer, sanitation, traffic, mass transit, recreation, stormwater management.

The proposed change *will not* have a negative impact on the City's adopted levels of service for potable water, sanitary sewer, solid waste, traffic, mass transit, stormwater management and recreation.

POTABLE WATER

Under the existing interlocal agreement with Tampa Bay Water (TBW), the region's local governments are required to project and submit, on or before February 1 of each year, the anticipated water demand for the following water year (October 1 through September 30). TBW is contractually obligated to meet the City's and other member governments' water supply needs. The City's current potable water demand is 28.3 million gallons per day. The City's adopted level of service (LOS) standard for potable water is 125 gallons per capita per day, while the actual usage is estimated to be 79 gallons per capita per day.

SANITARY SEWER

The subject property is served by the Northwest Water Reclamation Facility, which presently has an estimated excess average daily capacity of 10.27 million gallons per day (mgd). The estimate is based on permit capacity of 20 mgd and a calendar year 2018 daily average flow of 9.73 mgd. With approximately 52% available capacity, there is excess average daily capacity to serve the amendment area.

Following several major rain events in 2015-2016, the City increased its' system-wide peak wet weather wastewater treatment capacity from 112 mgd to approximately 157 mgd – a 40% increase in peak flow capacity. The City is also in the process of system reliability improvements at the Water Reclamation Facilities (WRFs). Concurrent to this, the City has been aggressively conducting improvements to the gravity/collection system to decrease the inflow and infiltration (I&I) which would decrease the peak flow to the WRFs.

The City remains committed to spending approximately \$16 million a year in continued I&I reduction. The City is also fully committed to completing the Integrated Water Resources Master Plan, which incorporates growth projections and outlines the required system and network improvements to maintain LOS. On Tuesday, October 13, 2020, Claude Tankersley, Public Works Administrator, provided the Community Planning and Preservation Commission with associated concurrency and capital improvement updates and answered related questions.

SOLID WASTE

Solid waste collection is the responsibility of the City, while solid waste disposal is the responsibility of Pinellas County. The City and the County have the same designated LOS of 1.3 tons per person per year. The County currently receives and disposes of municipal solid waste generated throughout Pinellas County. All solid waste disposed of at Pinellas County Solid Waste is recycled, combusted or buried at the Bridgeway Acres sanitary landfill. The City and County's commitment to recycling and waste reduction programs, and the continued participation of residents and businesses in these programs, have assisted in keeping down the actual demand for solid waste disposal, which continues to extend the life span of Bridgeway Acres Sanitary Landfill. The landfill is expected to remain in use for approximately 83 years, based on current design (grading) and disposal rates. Thus, there is excess solid waste capacity to serve the amendment area.

TRAFFIC

Existing Conditions

The subject property is located on the southern side of 22nd Avenue North between 72nd Street and the Pinellas Trail. Twenty-second Avenue North is classified as a minor arterial and is maintained by the City of St. Petersburg. Seventy-second Street is classified a local road and is maintained by the City of St. Petersburg.

While the City no longer has a LOS standard for roadway capacity, the proposed amendment is not expected to significantly degrade existing levels of service on the major roads in the vicinity of the subject property, which include 22nd Avenue North, 66th Street North, and Park Street North. The applicant submitted a Traffic Assessment to assess the impact of the land development project described in the D.A. on the traffic carrying capacity of these major roads. The projected traffic impact of the proposed development on the external road network is 660 trips in the p.m. peak hour of traffic, which includes 328 trips entering the project site and 332 trips exiting the project site. The applicant considers this to be the maximum build out scenario, based on the inclusion of 623 apartments in accordance with the proposed D.A..

The applicant utilized the Forward Pinellas 2019 Annual Level of Service Report to assess the impact of the maximum build out scenario on the three major roads. The main driveway is located on a road segment analyzed in the LOS Report, which is 22nd Avenue North from 72nd Street to 66th Street. The physical capacity of this road segment is 1,683 peak hour, peak direction trips. This segment carried 966 peak hour, peak direction trips, so the spare peak hour, peak direction capacity available to carry additional trips is 717. The worst-case scenario from a traffic standpoint is that all of the 332 outbound

trips would exit onto 22nd Avenue North and follow the peak direction of traffic on this road segment. These 332 trips are significantly fewer than the spare capacity of 717 trips. The number of project trips placed on the major road segments located further away from the site will likely be fewer than the 22nd Avenue North segment that has the main driveway, and all of these road segments have a spare peak hour, peak direction capacity that exceeds 332 trips.

Trip Generation under the Existing Employment (E) to Multimodal Corridor (MMC) Land Use Map Designations

The traffic impact assessment provided here is a “macro” level of service analysis that is based on the existing Employment (E) land use designation.

The vehicle trip generation rate under the existing E land use is approximately 653 p.m. peak hour trips, calculated as follows:

Step a. 236 avg. daily trips per acre of E land x 29.11 acres = approximately 6,870 avg. daily trips

Step b. 6,870 avg. daily trips x .095 percent = approximately 653 p.m. peak hour trips

The vehicle trip generation rate under the requested Multimodal Corridor (MMC) land use is approximately 1,291 p.m. peak hour trips, calculated as follows:

Step a. 467 avg. daily trips per acre of MMC land x 29.11 acres = approximately 13,594 avg. daily trips

Step b. 13,594 avg. daily trips x .095 percent = approximately 1,291 p.m. peak hour trips

A Plan change from Employment to Multimodal Corridor will likely result in 638 new p.m. peak hour trips.

Summary of traffic impact (p.m. peak hour trips):

Existing Employment Plan Category	653
Requested Multimodal Corridor Plan Category	1,291
<hr/>	
New p.m. peak hour trips	638

The total number of new p.m. peak hour trips based on the Countywide Rules method for determining the traffic impact of a land use change, 638, is slightly less than the number of new p.m. peak hour trips projected for the proposed development in the D.A., which is 660. Consequently, the projected traffic from the proposed land use change based on the Countywide Rules method will not significantly degrade the levels of service on the major road network.

(The traffic analysis presented above is based on the applicable trip generation rates from the Forward Pinellas’s *Countywide Rules*)

Mass Transit

The Citywide LOS for mass transit will not be affected. PSTA has numerous routes within walking distance of the subject parcel at Tyrone Square Mall:

- Route 18 with 20-minute peak service
- Route 23 with 30-minute peak service

- Route 79 with 35-minute peak service
- Routes 5,7, 20, 22, 38, 62, 68, 73, and 75 with 60-minute peak service

PSTA’s Direct Connect program provides a \$5 discount on Uber or United Taxi trips to or from 26 locations around Pinellas County that connect with PSTA’s route network. Employees and residents of the subject parcel could use the program for a trip from their place of residence to a Direct Connect stop to connect to a different PSTA route or at the end of their trip from a Direct Connect stop to their destination. If riders make 150% or less of the federal poverty level, they would qualify for PSTA’s Transportation Disadvantaged (TD) program, which provides a monthly bus pass for \$11. They would also be eligible for PSTA’s TD Late Shift program, which provides up to 25 on-demand trips per month to/from work when bus service is not available for a \$9 copay. TD riders also receive a \$9 discount on Uber and United Taxi rides through the Direct Connect program. Since the subject parcel is within three-fourths of a mile of a PSTA route it would also be served by PSTA’s Americans with Disabilities Act (ADA) paratransit service, Demand Response Transportation (DART). Eligibility for the DART program is set by federal law and is based on the inability to utilize existing fixed-route transit service due to a disability.

Complete Streets

The City of St. Petersburg is committed to maintaining a safe transportation system for all users, including pedestrians and bicyclists. A Complete Streets administrative policy was signed in November 2015 that aims to make all city streets and travel ways safe and accommodating to all modes of transportation. The Complete Streets Implementation Plan was adopted in May 2019.

Pedestrian Network

There are currently sidewalks on both sides of 22nd Avenue North within the vicinity of the subject parcel. On 72nd Street there are sidewalks on the west side of the road. There is a marked and signalized pedestrian crossing at the intersection of 22nd Avenue North and 72nd Street. There is a marked crosswalk with Rectangular Rapid Flashing Beacons (RRFB) for the Pinellas Trail, which borders the east side of the subject parcel, at 22nd Avenue North.

Bicycle Network

The Pinellas Trail, which provides connections from downtown St. Petersburg to Pasco County, borders the east side of the subject parcel. The Walter Fuller Trail travels along the northern side of 22nd Avenue North from the Pinellas Trail to 72nd Street, and then north along 72nd Street to Walter Fuller Park. The Complete Streets Implementation Plan calls for establishment of Neighborhood Greenways on 13th Avenue North and 74th Street and shared lane markings on 22nd Avenue North west of 72nd Street.

Neighborhood Traffic Plan

The subject parcel is located within the Azalea Homes Community Association, which has a [Neighborhood Traffic Plan](#) that includes three speed humps and three landscaped medians on 72nd Street along the subject parcel.

RECREATION

The City's adopted LOS standard for recreation and open space (R/OS) is nine (9) acres per 1,000 population; however, for many years the City has enjoyed an actual R/OS level of service that is estimated to be 21.9 acres per 1,000 population. The proposed amendment will not negatively affect the City’s adopted LOS standard for recreation and open space. In fact, this proposal for a sports tourism facility, public lagoon, and has the potential to positively enhance the delivery of recreation within the City.

STORMWATER MANAGEMENT

Prior to development of the subject property, site plan approval will be required. At that time, the stormwater management system for the site will be required to meet all City and SWFWMD stormwater management criteria.

5. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansion.

The site is 29.11 acres in total size. The subject land area is both appropriate and adequate for the anticipated uses.

6. The amount and availability of vacant land or land suitable for redevelopment shown for similar uses in the City or in contiguous areas.

The City has limited vacant land available for a regional destination, such as the proposed *sports tourism facility*, and *multi-family residential development*. Currently, there is no vacant multi-family zoned land within proximity to the subject site.

7. Whether the proposed change is consistent with the established land use pattern.

The proposed change is consistent with the established land use pattern. The requested Future Land Use Map category of PR-MU (Planned Redevelopment-Mixed Use) and associated Official Zoning Map category of CCS-1 (Corridor Commercial Suburban) provides an appropriate, mixed-use transition between the more intense Tyrone Activity Center to the east and the residential categories to the west, south, and southwest. Transitions are described more completely in this report under *Consistency and Compatibility with the Comprehensive Plan*.

8. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.

The existing zoning district boundaries are logically drawn when considering the site's location along a historic railroad and long occupancy by an industrial user working in the defense industry. Boundaries are described more completely in this report under *Consistency and Compatibility with the Comprehensive Plan* and *Background and Description: Raytheon Company's Treatment Facility*.

9. If the proposed amendment involves a change from a residential to a nonresidential use, whether more nonresidential land is needed in the proposed location to provide services or employment to the residents of the City.

Not applicable.

10. Whether the subject property is located within the 100-year flood plain or Coastal High Hazard Area as identified in the Coastal Management Element of the Comprehensive Plan.

According to the FEMA Flood Insurance Rate Map (FIRM), the subject area is not located within a flood zone.

11. Other pertinent information.

A draft D.A. has been offered by the applicant and is included for consideration with these proposed map amendments; the D.A. is a critical element to City Staff's recommendation for approval. Without the D.A.'s requirement to include employment-generating businesses and workforce housing units, this proposal would otherwise fail to meet the City's obligations to protect employment (industrial) and affordable housing opportunities through its land use policies.

PUBLIC COMMENTS

Public comments are included in Attachment 4. The *Crossroads Neighborhood Association* is a registered opponent and the *Jungle Terrace Civic Association* submitted an email of support. As previously noted, the City received a letter of interest for redevelopment as a distribution center under the existing land use and zoning designation. A copy of the public comment report is included in Attachment 4 and will be updated by supplemental notice as additional public comments are received.

PUBLIC HEARING PROCESS

The proposed ordinance associated with the Future Land Use Map and Official Zoning Map amendment requires one (1) public hearing with the Community Planning & Preservation Commission (CPPC), two (2) public hearings with City Council, review by external agencies and State of Florida Department of Economic Opportunity, one (1) public hearing with Forward Pinellas, and one (1) public hearing with the County Planning Authority (CPA).

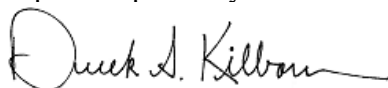
RECOMMENDATIONS

Staff recommends that the Community Planning and Preservation Commission, in its capacity as the Local Planning Agency, make a finding of consistency with the Comprehensive Plan's emphasis on development in, and adjacent to, Activity Centers and recommend that City Council act as follows:

- **APPROVE** the proposed Future Land Use Map amendment from IL (Industrial Limited) to PR-MU (Planned Redevelopment - Mixed Use), while retaining the existing TEC (Target Employment Center) Overlay; and
- **APPROVE** the proposed Official Zoning Map amendment from IS (Industrial Suburban) to CCS-1 (Corridor Commercial Suburban); and
- **APPROVE** the associated Development Agreement.

The Development Agreement is a *critical* element to City Staff's recommendation for approval. Without the Development Agreement requirement to provide employment-generating businesses prior to development of the multi-family residential units and provide a minimum 30% workforce housing units, this proposal would otherwise fail to meet the Comprehensive Plan's goals, objectives, and policies relating to the provision of adequate employment (industrial) lands and affordable housing opportunities.

Report Prepared By:



Derek Kilborn, Manager
Urban Planning and Historic Preservation Division
Planning and Development Services Department



ATTACHMENT NO. 1

MAP SERIES



City of St. Petersburg

AERIAL

CITY FILE

FLUM-60

SCALE: 1" = 400'



SUBJECT AREA



Light Manufacturing

Light Manufacturing Warehouse

Commercial

Warehouse Commercial

22ND AVE N

S.F.

S.F.

S.F.

75TH WAY N

75TH ST N

Commercial

Commercial

Vacant Medical Office

19TH AVE N

S.F.

S.F.

Multi-Family

68TH ST N

Commercial

Multi-Family

Vacant

Azalea Park

Azalea Elementary

Multi-Family

PINELLAS TRL

Vacant

S.F.

16TH AVE N

S.F.

S.F.

15TH AVE N

S.F.

S.F.

14TH AVE N

S.F.

S.F.

Multi-Family

70TH ST N

13TH AVE N

S.F.

S.F.

Multi-Family

S.F.

S.F.

13TH AVE N

WATER

S.F.

Water

S.F.

69TH ST N

S.F.

EXISTING USES

CITY FILE

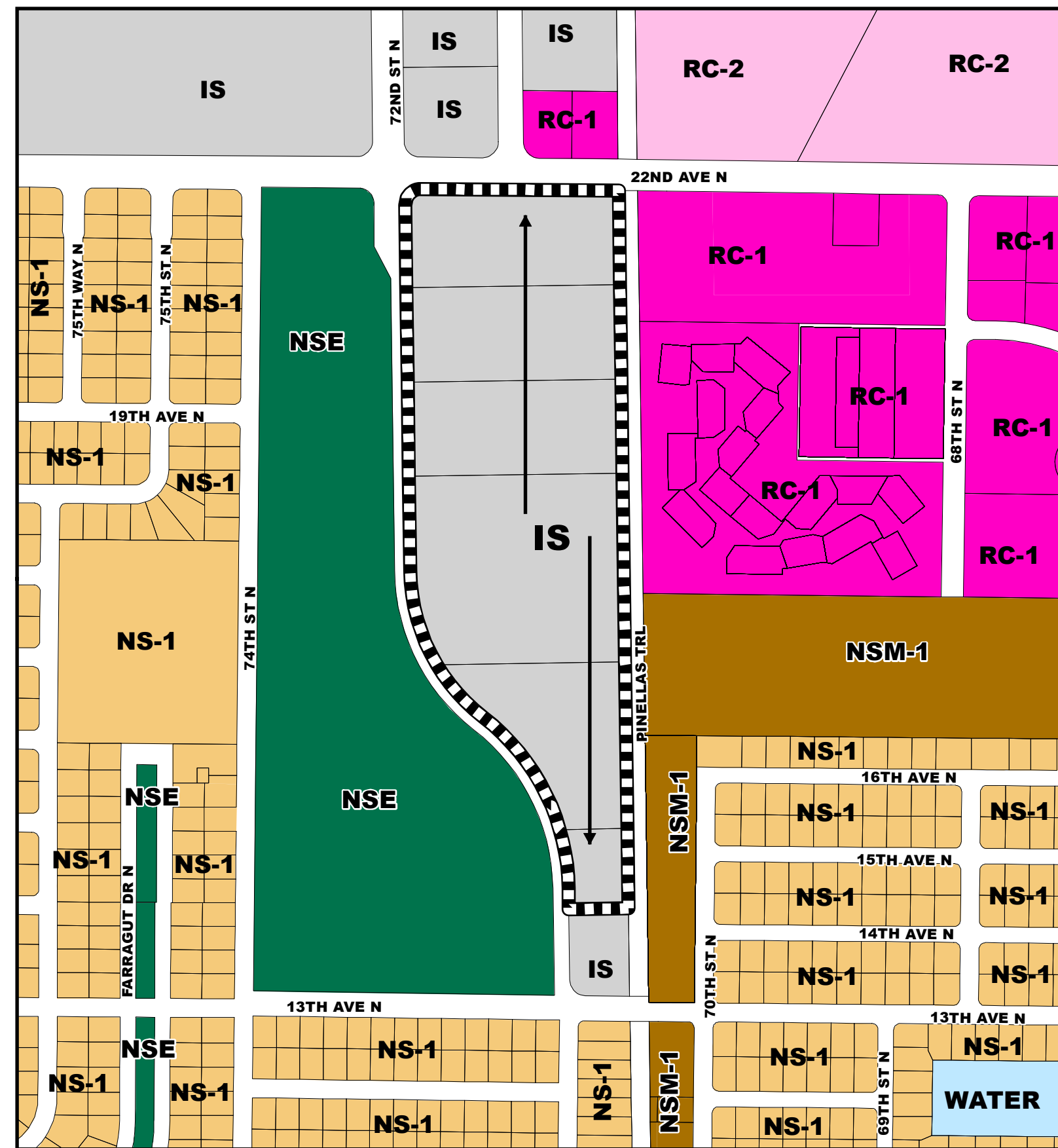
FLUM-60

SCALE: 1" = 400'


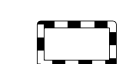


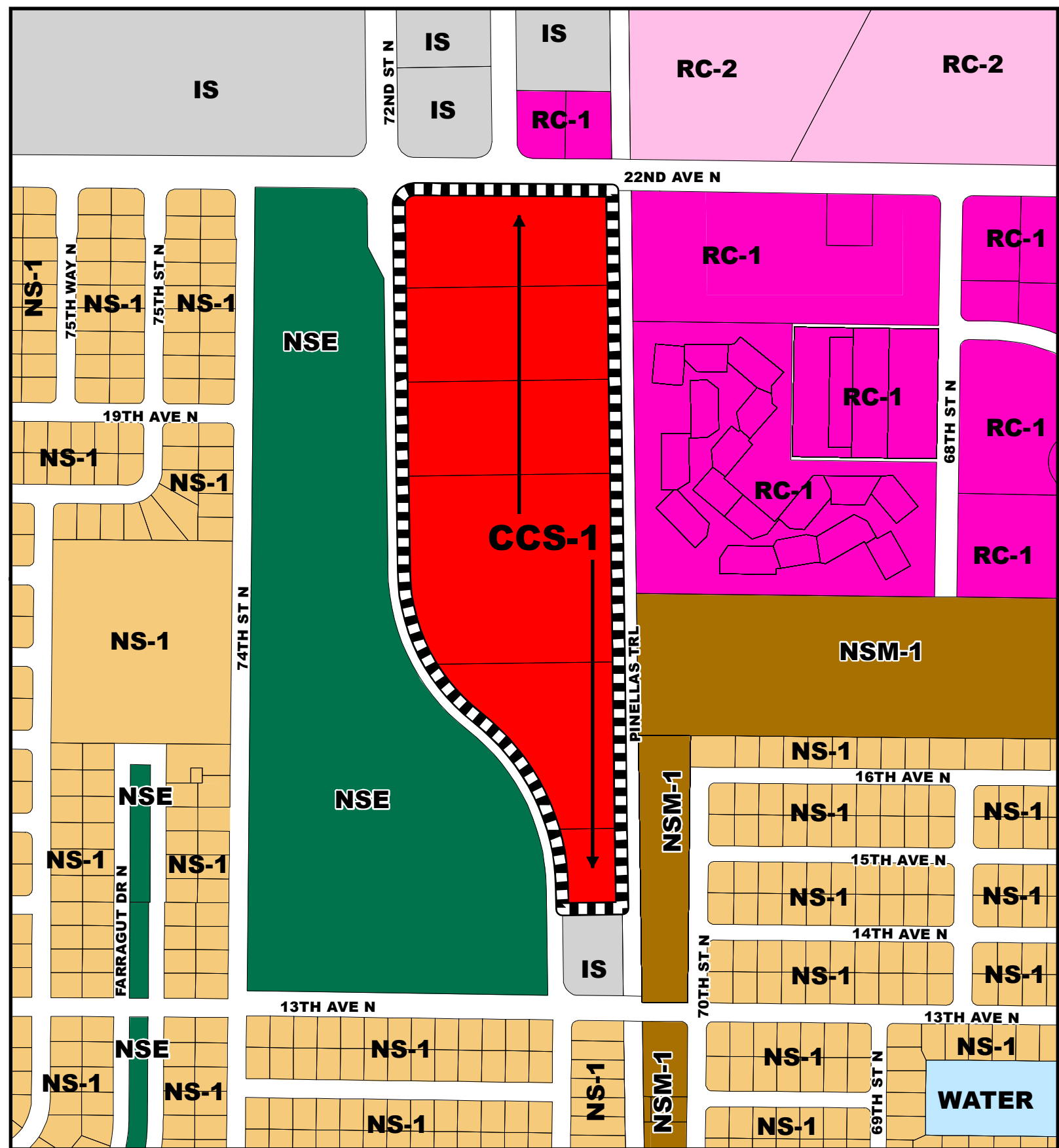
SUBJECT AREA







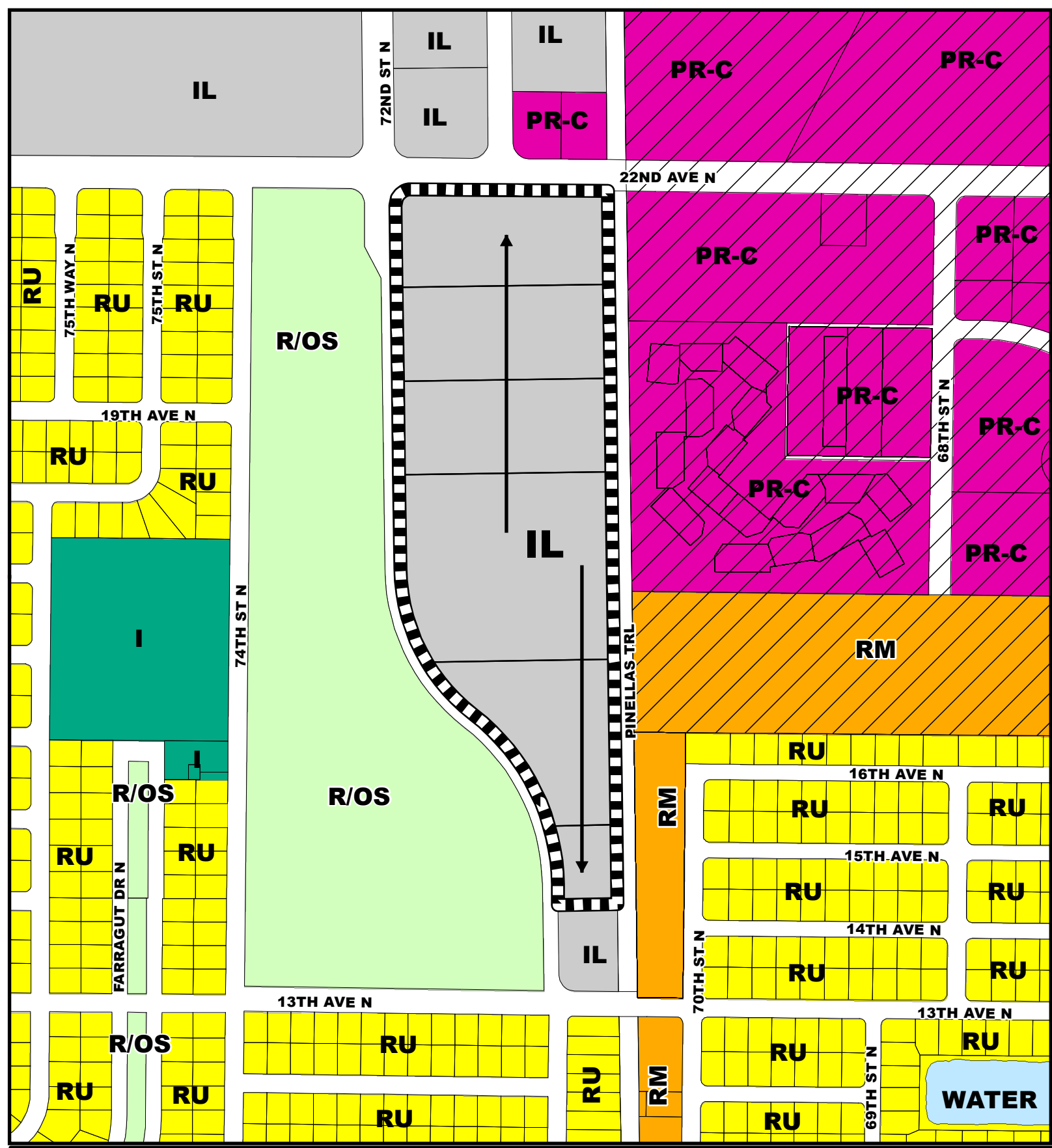
EXISTING ZONING

CITY FILE	From: IS (Industrial Suburban)	To: CCS-1 (Corridor Commercial Suburban-1)	 FLUM-60
FLUM-60			
SCALE: 1" = 400'	 SUBJECT AREA		



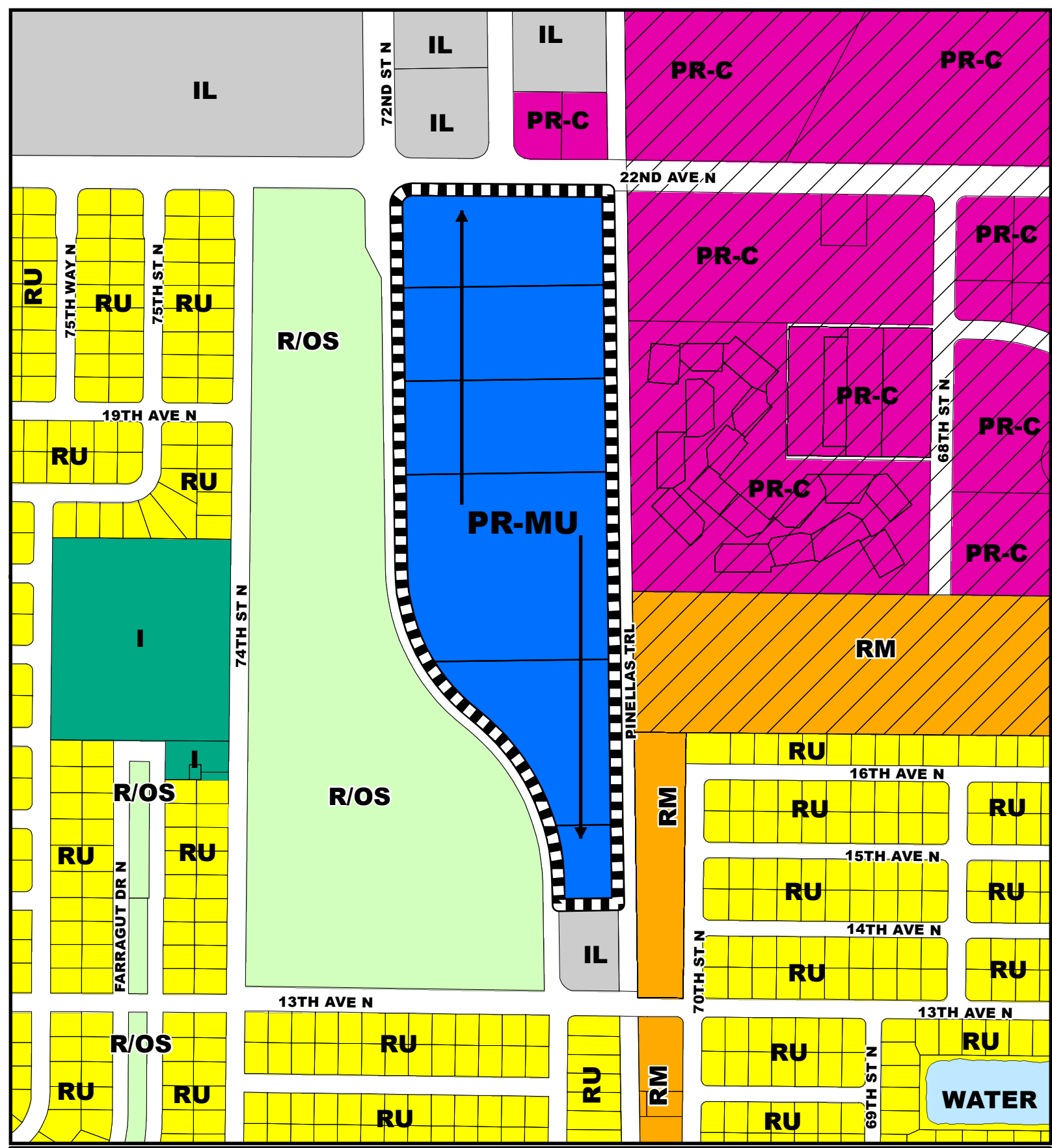
PROPOSED ZONING

CITY FILE	From: IS (Industrial Suburban)	To: CCS-1 (Corridor Commercial Suburban-1)	 FLUM-60
FLUM-60			
SCALE: 1" = 400'	 SUBJECT AREA		



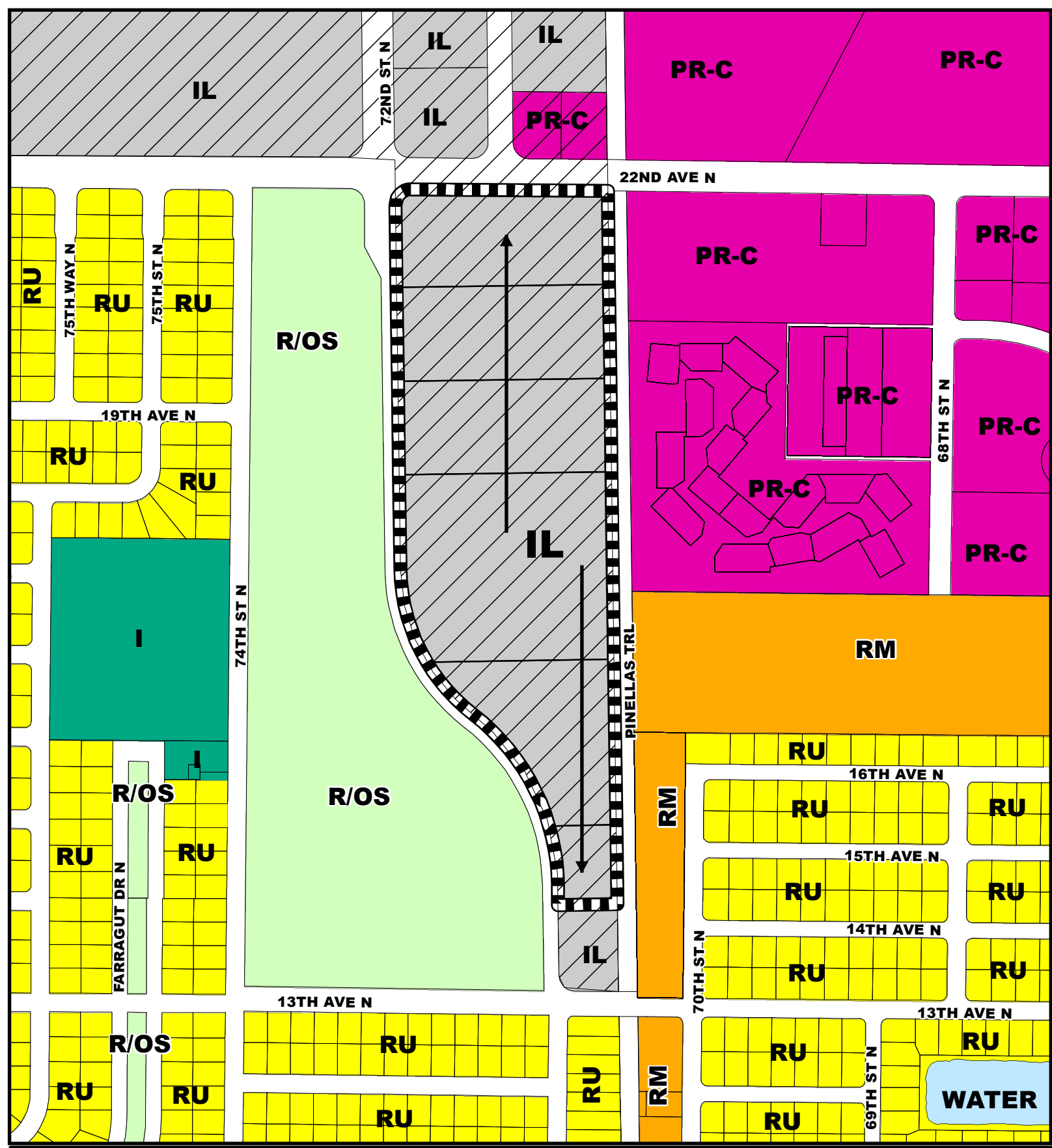
EXISTING FUTURE LAND USE

CITY FILE	Activity Center	<p>From: IL (Industrial Limited)</p> <p>To: PR-MU (Planned Redevelopment -Mixed Use)</p> <p> SUBJECT AREA</p>	 FEUM-60
FLUM-60			
SCALE: 1" = 400'			



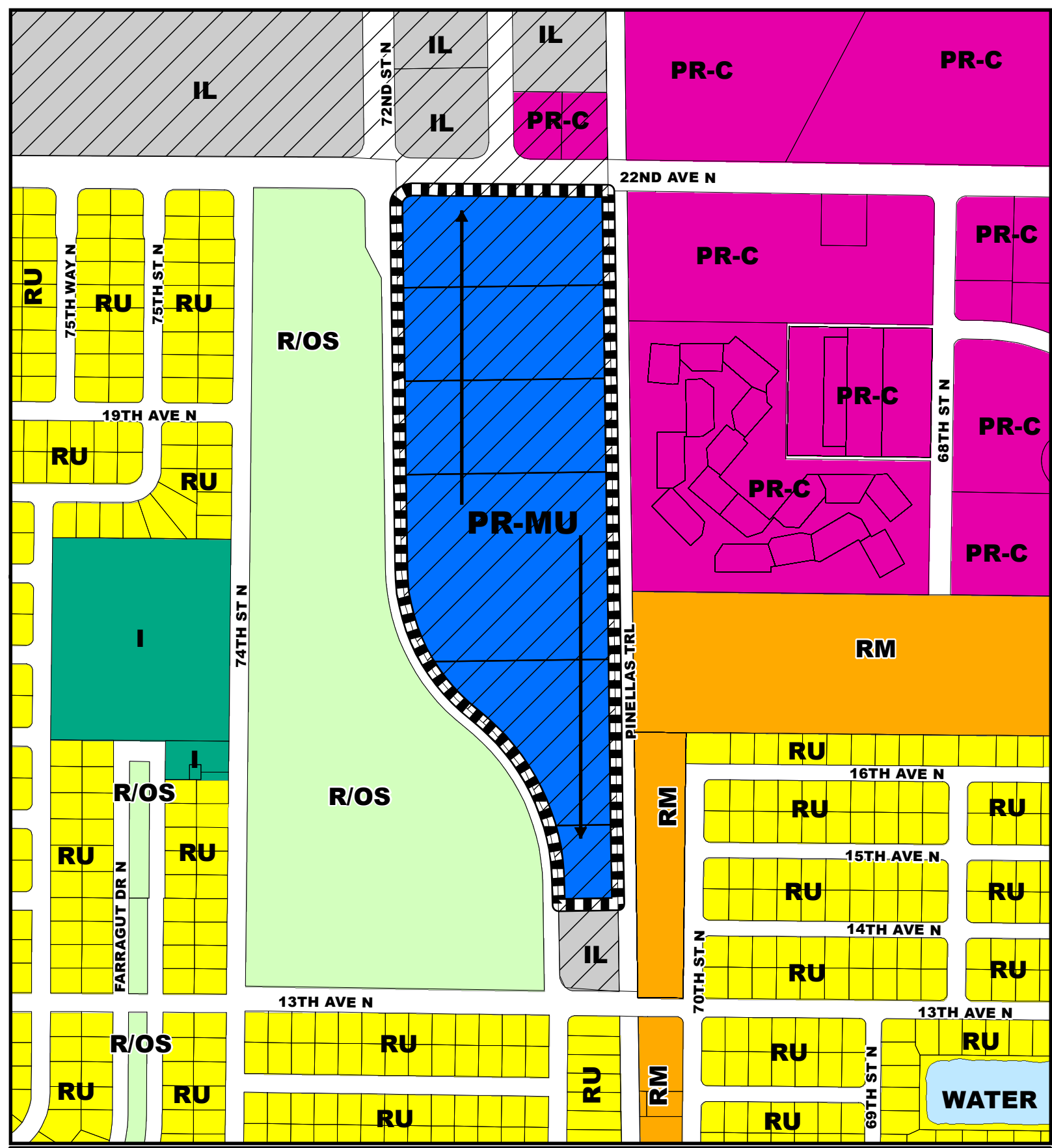
PROPOSED FUTURE LAND USE

CITY FILE	Activity Center	<p>From: IL (Industrial Limited)</p> <p>To: PR-MU (Planned Redevelopment -Mixed Use)</p> <p> SUBJECT AREA</p>	 FEUM-60
FLUM-60			
SCALE: 1" = 400'			



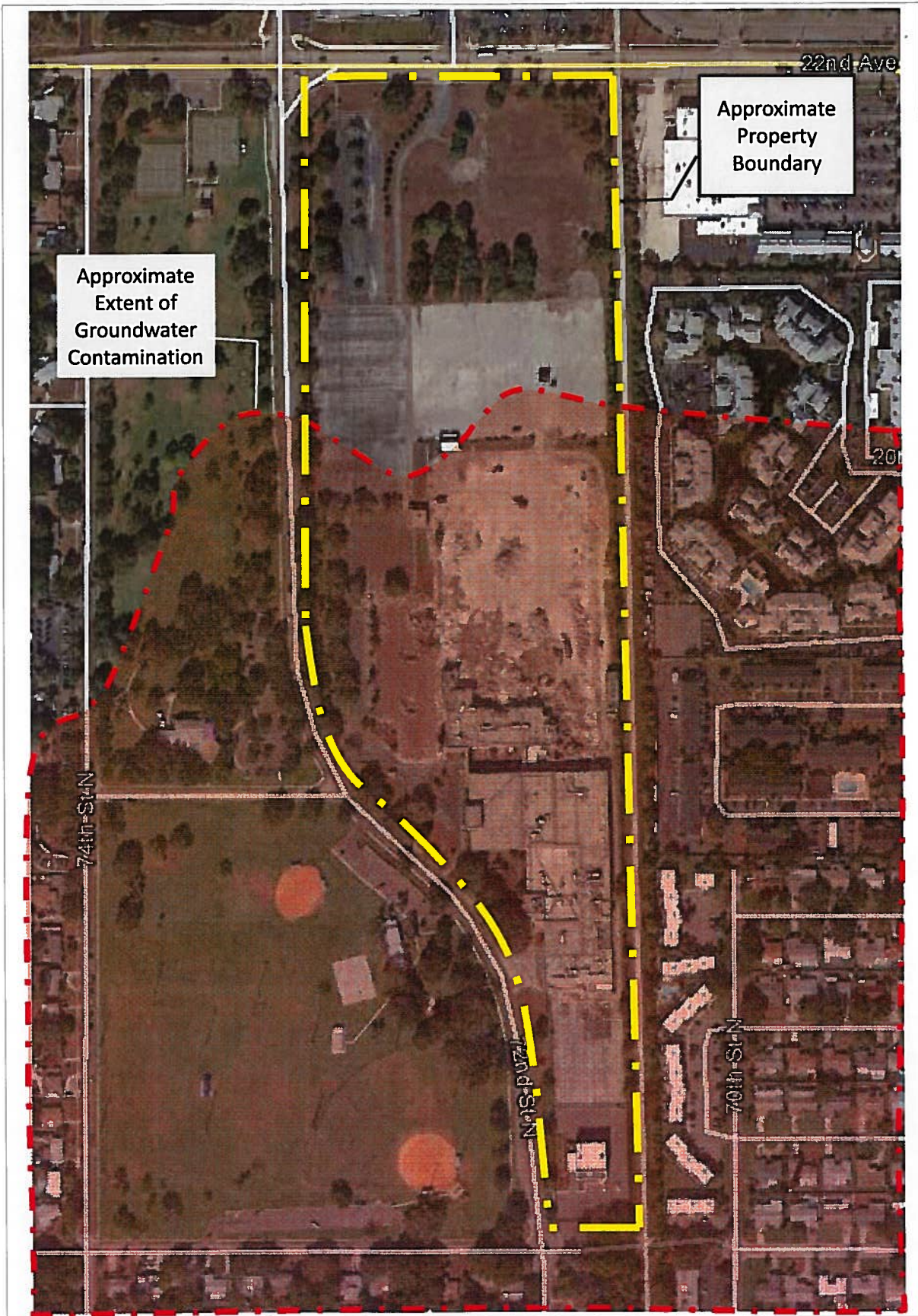
EXISTING FUTURE LAND USE

CITY FILE	Tyrone Industrial Target Employment Center	 FEUM-60
FLUM-60	From: IL (Industrial Limited)	
SCALE: 1" = 400'	To: PR-MU (Planned Redevelopment -Mixed Use)	



PROPOSED FUTURE LAND USE

CITY FILE	Tyrone Industrial Target Employment Center	 FEUM-60
FLUM-60	From: IL (Industrial Limited)	
SCALE: 1" = 400'	To: PR-MU (Planned Redevelopment -Mixed Use)	



Sources:

*Semiannual Remedial Action Status Report, January – June 2017, Raytheon Company – Arcadis, September 20, 2017
 FDEP Site ID: COM_65215

Google Earth Aerial Imagery, 2017
 Aerial Photograph

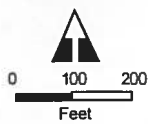
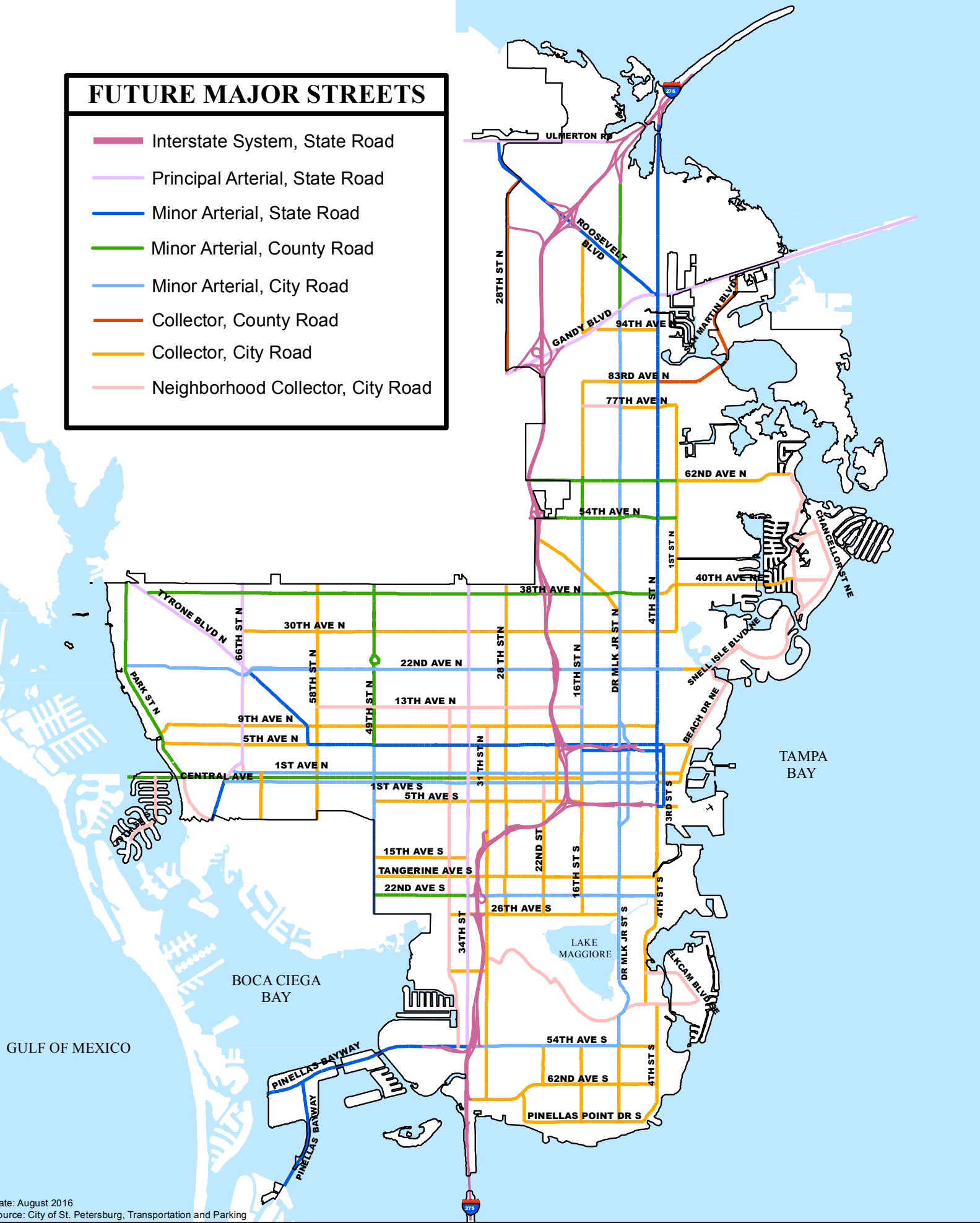


Figure 1
Site Vicinity GCTL Plume Extent
 72nd Street North Property
 St. Petersburg, Florida

FUTURE MAJOR STREETS

- Interstate System, State Road
- Principal Arterial, State Road
- Minor Arterial, State Road
- Minor Arterial, County Road
- Minor Arterial, City Road
- Collector, County Road
- Collector, City Road
- Neighborhood Collector, City Road





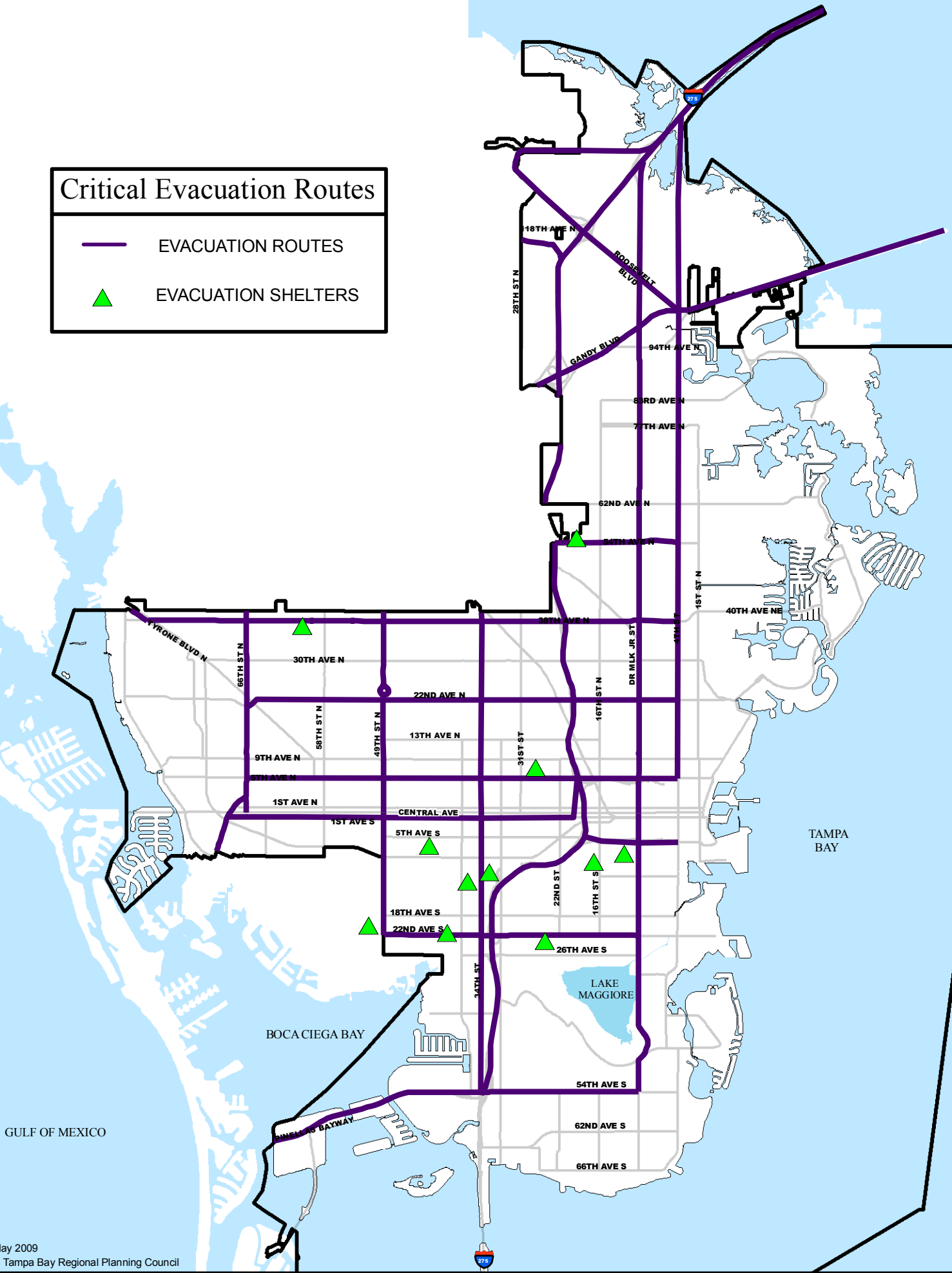
Date: August 2016
 Source: City of St. Petersburg, Transportation and Parking



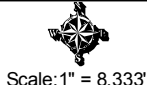
Scale: 1" = 8,333'

Critical Evacuation Routes



-  EVACUATION ROUTES
-  EVACUATION SHELTERS

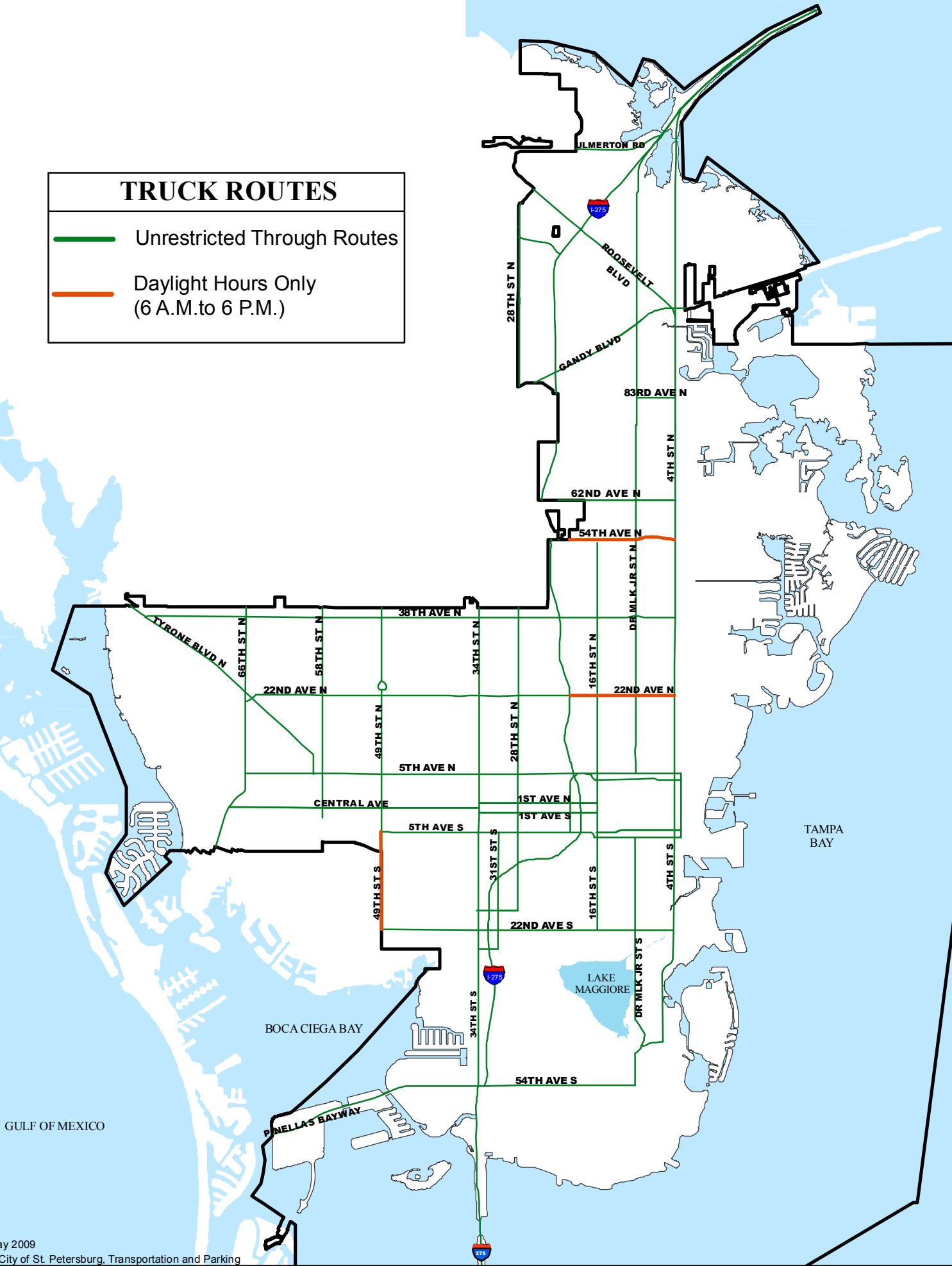


Date: May 2009
 Source: Tampa Bay Regional Planning Council

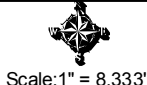


TRUCK ROUTES

-  Unrestricted Through Routes
-  Daylight Hours Only (6 A.M. to 6 P.M.)



Date: May 2009
 Source: City of St. Petersburg, Transportation and Parking





ATTACHMENT NO. 2

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____ 2021, by and between ST PETE'S LLC, a Corporation Sole, whose mailing address is 1515 DES PERES RD STE 300 St. Louis MO 63131-1846 (hereinafter "Owner"), JUNGLE TERRACE LAND COMPANY, a Florida Limited Liability Company, whose mailing address is 1281 S. Lincoln Avenue Clearwater, Florida 33756 (hereinafter the "Developer") and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is P. O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City") (collectively hereinafter "the Parties").

WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 29.11 acres of land located at 1501 72nd Street North, St. Petersburg, Florida 33710 within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Owner has contracted to sell the Property and Developer has contracted to purchase the Property; and

WHEREAS, Developer desires to develop approximately 29.11 acres of the Property described on Exhibit "A" attached hereto as permitted in the City's Neighborhood Corridor Commercial Suburban (CCS-1) zoning district with a Planned Redevelopment - Mixed Use (PR-MU) comprehensive land use designation; and

WHEREAS, Developer has filed an application with the City requesting a Comprehensive Plan Amendment to change the Future Land Use Plan Category for the Property from Industrial Limited (IL) to a Planned Redevelopment - Mixed Use (PR-MU); and

WHEREAS, Developer has filed a rezoning application with the City to change the zoning of the Property from Industrial Suburban (IS) to Corridor Commercial Suburban (CCS-1); and

WHEREAS, Owner, Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter the "Act"); and

WHEREAS, in accordance with the Act and Section 16.05 of the City's LDRs, the City is duly authorized to enter this Agreement; and

WHEREAS, the Developer acknowledges that the requirements and conditions of this Agreement result from the impacts of the Project on the City's stated planning goals related to employment and affordable housing, are reasonably attributable to the development of the Project, are based upon comparable requirements and commitments that the City or other agencies of government would reasonably expect to require a developer to expend or provide, and are consistent with sound and generally accepted land use planning and development practices and principles; and

WHEREAS, the first properly noticed public hearing on this Agreement was held by the Community Planning and Preservation Commission on December 8, 2020; and

WHEREAS, the first properly noticed reading of this Agreement was held by the City Council on **TBD**; and

WHEREAS, the second properly noticed reading of and public hearing on this Agreement was held by the City Council on **TBD**; and

WHEREAS, the Developer desires to develop the Property in accordance with the conditions and limitations set forth in this Agreement.

DEFINITIONS

The terms defined in this Agreement shall have the following meanings, except as herein otherwise expressly provided:

“Agreement” means this Development Agreement, including any Exhibits, and any amendments hereto or thereto.

“Authorized Representative” means the person or persons designated and appointed from time to time as such by the Owner, Developer, or the City.

“City Council” means the governing body of the City, by whatever name known or however constituted from time to time.

“City's Comprehensive Plan” means the City of St. Petersburg Comprehensive Plan, as most recently amended prior to the date hereof.

“City's LDRs” means the City of St. Petersburg Land Development Regulations, as most recently amended prior to the date hereof.

“Development” means all improvements to real property, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved real property.

“Development Permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

“Exhibits” means those agreements, diagrams, drawings, specifications, instruments, forms of instruments, and other documents attached hereto and designated as exhibits to, and incorporated in and made a part of, this Agreement.

“Florida Statutes” means all references herein to "Florida Statutes" are to Florida Statutes (2020), as amended from time to time.

“Governmental Authority” means the City, the County or any other governmental entity having regulatory authority over the Project and that issues a Development Permit for the Project to be constructed and opened for business.

“Project” means the proposed development to be located on the Property as contemplated by this Agreement.

“Property” means the real property more particularly described in the legal description in Exhibit “A”.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and mutual promises hereinafter set forth, the Parties agree as follows:

1. **Recitals, Definitions, and Exhibits.** The foregoing recitations are true and correct and are hereby incorporated herein by reference. The foregoing Definitions are hereby incorporated herein by reference. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.

2. **Intent.** It is the intent of the Parties that this Agreement shall be adopted in conformity with the Act and that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the Act. This Agreement shall not be executed by or binding upon any Party until adopted in conformity with the Act.

3. Recording and Effective Date. After the Agreement has been executed by the Parties, and after the date the Comprehensive Plan Amendment and Zoning Designation Amendment become effective, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Developer's expense and shall forward a copy of the recorded Agreement to the Florida Department of Community Affairs ("DCA"). Thirty (30) days after receipt of the recorded Agreement by the DCA, this Agreement shall become effective (the "Effective Date").

4. Duration. The initial term of this Agreement shall be for twenty (20) years from the Effective Date. Owner and Developer agree that this Agreement may be extended by the City at the end of the initial term for an additional ten (10) year renewal term, subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs.

5. Permitted Development Uses and Building Intensities.

(a) Permitted Development Uses. The Property currently holds an IS zoning on the City's zoning map and Industrial future land use designation in the Comprehensive Plan. Developer has applied to the City to rezone the Property from IS to CCS-1, with a concurrent application to amend the future land use designation from Industrial to PR-MU. Conditional upon such rezoning and land use plan amendments being adopted, the Property may be used for the purposes permitted in the applicable zoning districts subject to the additional limitations and conditions set forth in this Agreement.

(b) Maximum Density, Intensity, and Height of Proposed Uses. For the purposes of this Development Agreement, maximum density, intensity, and height shall be as provided by the City of St. Petersburg City Code, including the City's LDRs, and all applicable laws and regulations of the State of Florida, including but not limited to the Florida Statutes, the Florida Building Code, and all applicable regulations of the Florida Department of Transportation. A workforce housing density bonus of eight (8) units per acre is also allowable, subject to the City's Workforce Housing Ordinance. In accordance with the CCS-1 zoning designation, building height is limited to 48 feet; however, additional building height can be achieved pursuant to the Large Tract Planned Development Overlay regulations, set forth in Chapter 16 of the City Code.

(c) Limitations and Conditions on Use. The development uses proposed on the Property and their approximate sizes include a 150,000 square feet (minimum) Sports Tourism Facility, ancillary retail/restaurant uses, multi-family buildings comprised of not more than 623 apartment units with a minimum of 30% of the units being workforce housing, and a public lagoon with beach area; the combined intensity shall not exceed 0.55 FAR and the total density shall not exceed 623 units. Owner and Developer agree that the following limitations and conditions shall apply to any site plan approved for the Property:

(1) Developer shall construct the Sports Tourism Facility prior to or concurrently with the multi-family buildings, and shall obtain the Certificate of Completion (CC) for the shell of the Sports Tourism Facility prior to or concurrently with the issuance of the Certificate of Occupancy (CO) for the first multi-family building. Nothing contained herein shall prevent the City from issuing no more than one (1) Temporary Certificate of Occupancy (TCO) for not more than six (6) months for first multi-family building.

(2) Prior to the issuance of a building permit for any multi-family building, Developer shall enter into a workforce housing bonus density agreement, providing that a minimum of 30% of the multi-family residential units meet all the requirements as workforce housing units, in accordance with City Code Chapter 17.5.

(3) Developer shall provide a public pedestrian/bicycle connection through the site connecting the Pinellas trail to 72nd Street prior to the issuance of the first CO for the Sports Tourism Facility. Design for the public pedestrian/bicycle connection shall be reviewed and approved by the Transportation and Parking Management Department prior to site plan approval by the City's Development Review Commission.

6. Public Facilities; Traffic Concurrency. The following existing and needed public facilities are identified as serving the Project:

(a) Potable Water: The City will provide potable water to the Project site. Sufficient supply capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(b) Sanitary Sewer: The City will provide sanitary sewer service to the Project site. Sufficient treatment capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(c) Stormwater Management: Stormwater management level of service is project-dependent rather than based on the provision and use of public facilities and is not directly provided by the City. The design and construction of the proposed stormwater facilities on the Project site shall be in compliance with the requirements of the City of St. Petersburg City Code and the Southwest Florida Water Management District, shall meet concurrency requirements for stormwater, and shall not result in degradation of the level of service below City's adopted level of service.

(d) Law Enforcement: Law Enforcement protection will be provided by the City of St. Petersburg Police Department using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(e) Fire Protection and Emergency Medical Service: Fire protection and emergency medical services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(f) Library Facilities and Services: Library facilities and services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public library facilities will be needed to service the Project.

(g) Public Schools: Public school facilities and services will be provided by the Pinellas County School Board. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public facilities will be needed to service the Project.

(h) Solid Waste: Solid waste collection services will be provided by the City using facilities, equipment and service capacity already in place, while waste disposal services will be handled by Pinellas County. Capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(i) Transportation/Mass Transit: The determination of adequacy of public facilities, including transportation facilities, to serve the proposed development shall be made in accordance with the City's Concurrency requirements in existence as of the date of this Agreement.

(j) Utility Improvements: Utility improvements necessary to provide service to a structure shall be constructed by Developer at Developer's expense prior to issuance of certificates of occupancy for the structure.

7. Reservation or Dedication of Land. Owner and Developer shall not be required to reserve or dedicate land within the Property for municipal purposes other than: (a) public utility easements for utilities servicing the Property; (b) as applicable for roadways and other transportation facilities; (c) public pedestrian/bicycle connection from Pinellas Trail to 72nd Street North; and (d) subject to reasonable reservation and dedications during site plan review and approval.

8. Local Development Permits. The following local development approvals will be required to develop the Property for uses permitted in the CCS-1 zoning districts:

- (a) Site plan approval;
- (b) Final site plan approval;

- (b) Water, sewer, paving and drainage permits;
- (c) Building permits;
- (d) Certificates of Occupancy;
- (e) Certificates of Concurrency;
- (f) Any other development permits that may be required by City ordinances and regulations; and
- (g) Such other City, County, State or Federal permits as may be required by law.

9. Consistency with Comprehensive Plan. Conditional upon such rezoning and land use plan amendments being adopted as contemplated in Paragraph 5.(a) of this Agreement, Development of the Property for the uses allowed in the CCS-1 zoning district must be consistent with the City's Comprehensive Plan.

10. Necessity of Complying with Local Regulations Relative to Permits. The Parties agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction shall not relieve Owner and/or Developer of the necessity of complying with regulations governing said permitting requirements, conditions, fees, terms or restrictions.

11. Binding Effect. The obligations imposed pursuant to this Agreement upon the Parties and upon the Property shall run with and bind the Property as covenants running with the Property. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns, which shall include, but are not limited to, Sembler. Notwithstanding the foregoing, the rights and obligations under this Agreement of the Owner of the Property shall pass to Developer upon the closing of Developer's purchase of the Property from such Owner, and the Owner of the Property shall be relieved of any further obligations under this Agreement upon Developer's acquisition of title to the Property.

12. Preliminary Concurrency and Comprehensive Plan Findings. The City has preliminarily determined that the concurrency requirements of Sections 16.03.050 and 16.03.060 of the City's LDRs and the City's Comprehensive Plan will be met for the Project, further subject to any approvals set forth in Paragraph 8 of this Agreement. The City has preliminarily found that the Project and this Agreement are consistent with and further the goals, objectives, policies and action strategies of the City's Comprehensive Plan and with the City's LDRs, further subject to any approvals set forth in Paragraph 8 of this Agreement. Nothing herein shall be construed by any Party as an approval, express or implied, for any action set forth in Paragraph 8 of this Agreement.

13. Disclaimer of Joint Venture. The Parties represent that by the execution of this Agreement it is not the intent of the Parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between any Parties, or between any Party and any third party. While engaged in carrying out and complying with the terms of this Agreement, Owner and Developer are independent principals and not contractors for or officers, agents, or employees of the City. Neither Owner nor Developer shall at any time or in any manner represent that it or any of its agents or employees are employees of the City.

14. Amendments. The Parties acknowledge that this Agreement may be amended by mutual consent of the Parties subsequent to execution in accordance with Section 163.3237, Florida Statutes and Section 16.05 of the City's LDRs. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties in accordance with the City's LDRs.

15. Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

- (a) **To the Owner:**
 ST PETE'S LLC, a Corporation Sole,
 Attn: TBD
 1515 DES PERES RD STE 300
 St. Louis MO 63131-1846

With a copy to:

- (b) **To the Developer:**
Attn: Les Porter
JUNGLE TERRACE LAND COMPANY
A FLORIDA LIMITED LIABILITY COMPANY
1281 S. Lincoln Avenue
Clearwater Florida 33756

With a copy to:
Brian J. Aungst, Jr., Esq. and J. Matthew Marquardt, Esq.
Macfarlane Ferguson & McMullen, P.A.
625 Court Street, Suite 200
Clearwater, FL 33756

- (c) **To the City:**
City of St. Petersburg
Attn: Derek Kilborn, Manager
Urban Planning, Design and Historic Preservation Division
City of St. Petersburg Planning and Development Services Dept
One 4th Street North
St. Petersburg, FL 33701

With a copy to:
City Attorney's Office, City of St. Petersburg
Attn: Michael Dema, Managing Assistant City Attorney – Land Use & Environmental Matters
Municipal Services Center
One 4th Street North
St. Petersburg, FL 33701

16. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party hereto, all other Parties may rely upon the last address given. Notices given by facsimile transmission shall be effective on the date sent.

17. Default. In the event any Party is in default of any provision hereof, any non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement. The defaulting Party shall have thirty (30) business days from the receipt of such notice to cure the default. If the defaulting Party timely cures the default, this Agreement shall continue in full force and effect. If the defaulting Party does not timely cure such default, the non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

18. Non-Action on Failure to Observe Provisions of this Agreement. The failure of any Party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

19. Applicable Law and Venue. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for State actions and in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.

20. Construction. This Agreement has been negotiated by the Parties, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any Party, but by all equally.

21. Entire Agreement.

(a) This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. With the exception of conditions that may be imposed by the City in approving any Development Permit, no Party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement, and this Agreement may not be amended or modified except by written instrument signed by the Parties hereto, in accordance with this Agreement, Florida Statutes Section 163.3237, and Section 16.05 of the City's LDRs.

(b) Any provisions of this Agreement shall be read and applied in para materia with all other provisions hereof.

22. Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next following business day.

23. Certification. The Parties shall at any time and from time to time, upon not less than ten (10) days prior notice by the other Party execute, acknowledge and deliver to the other Party (and, in the case of the City, to a Project Lender) a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such Party, neither it nor any other Party is then in default hereof (or if another Party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Paragraph may be conclusively relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any Party made in accordance with the provisions of this Agreement.

24. Termination. This Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

(a) The expiration of twenty (20) years from the Effective Date of this Agreement, as defined herein, unless the City extends the initial term for an additional ten (10) year renewal term pursuant to the terms of this Agreement and subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs; or

(b) The revocation of this Agreement by the City Council in accordance with Section 163.3235, Florida Statutes and Section 16.05 of the City's LDRs; or

(c) The execution of a written agreement by all Parties, or by their successors in interest, providing for the cancellation and termination of this Agreement.

25. Deadline for Execution. The Owner and Developer shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval.

26. Covenant of Cooperation. The Parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Project site, including processing amendments to this Agreement.

27. Approvals.

(a) For the purposes of this Agreement any required written permission, consent, approval or agreement ("Approval") by the City means the Approval of the Mayor or his designee unless otherwise set forth herein and such approval shall be in addition to any and all permits and other licenses required by law or this Agreement.

(b) For the purposes of this Agreement any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

28. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable by a court of competent jurisdiction, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

30. Failure of Development to Occur as Proposed. If development of the Property does not occur as proposed under this Agreement, both the City and the property owner have the right to initiate the process to change the land use and zoning designations of the Property to the designations that existed at the time of execution of this Agreement.

31. Cancellation. This Agreement shall become null and void as to any portion of the Property if any of the following occur: (1) the Developer fails to obtain the rezoning or Comprehensive Plan Amendment as more fully set forth above; (2) the Future Land Use designation of the Residential Property or any portion thereof changes to any designation other than PR-MU; (3) the zoning of the Property or any portion thereof changes to any designation other than CCS-1.

32. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

**CITY
CITY OF ST. PETERSBURG, FLORIDA**

CITY CLERK

By: _____

As Its: _____

_____ day of _____, 2021

Approved as to form and content

By Office of City Attorney

00538195.docx

**OWNER
ST PETE'S LLC, a Corporation Sole,
1515 DES PERES RD STE 300 St. Louis MO 63131-1846**

WITNESSES:

sign _____

By: _____

print _____

print _____

sign _____

title _____

print _____

date _____

**DEVELOPER
JUNGLE TERRACE LAND COMPANY
1281 S. LINCOLN AVENUE CLEARWATER, FL 33756
A FLORIDA LIMITED LIABILITY COMPANY**

WITNESSES:

sign _____

By: _____

print _____

print _____

sign _____

title _____

print _____

date _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____ on behalf of ST PETE’S LLC St. Petersburg, a Corporation Sole, who is
personally known to me or produced _____ as identification.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large

My Commission Expires:

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, as _____ of JUNGLE TERRACE LAND
COMPANY, a Florida corporation, on behalf of the corporation, who is personally known to me or produced
_____ as identification.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large

My Commission Expires:

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION:



ATTACHMENT NO. 3

APPLICATION



Gulf Coast Consulting, Inc.

Land Development Consulting

Engineering • Planning • Transportation • Permitting

ICOT Center

13825 ICOT Boulevard, Suite 605

Clearwater, FL 33760

Phone: (727) 524-1818

Fax: (727) 524-6090

June 8, 2020

Mr. Derek S. Kilborn, Manager
Planning and Development Services Department
City of St. Petersburg
One 4th Street North, 8th Floor
St. Petersburg, FL 33731

Re: Sports Tourism Complex Land Use Plan Amendment & Rezoning
1501 – 72nd Street N. (29.11 acres)

Dear Mr. Kilborn:

Per our recent discussions, please find enclosed the following items necessary for processing a Land Use Plan Amendment and Rezoning on the above referenced 29.11 acre property.

1. Completed Application Form for “Future Land Use Change/Rezoning”
2. Affidavit to Authorize Agent signed by the current property owner
3. Review Fee Check for \$2,400
4. Legal Description of the property
5. Narrative Summary for LU Plan Amendment & Rezoning
6. Parking Summary
7. Traffic Assessment
8. Colored proposed Master Development Plan

The property to be rezoned consists of 29.11 acres having Industrial Limited (IL) land use and Industrial Suburban (IS) zoning. The owner seeks to amend the Land Use to Planned Redevelopment Mixed-Use (PRMU) and obtain Corridor Commercial Suburban (CCS-1) zoning for the purpose of developing a mixed-use project focused on Sports Tourism. This application would also require a Countywide Plan Amendment to expand the “Activity Center” designation to include this property. Please refer to the attached Narrative Summary. We look forward to the upcoming hearings.

Sincerely,

Robert Pergolizzi, AICP/PTP
Principal

Cc: Jennifer Bryla, City of St. Petersburg
Elizabeth Abernethy, City of St. Petersburg
Britton Wilson, City of St. Petersburg
Les Porter, Porter Development
Brian Aungst, Macfarlane Ferguson, McMullen
Eric Sullivan, Sports Facility Advisory, LLC
Sean Cashen, PE
20-005



st.petersburg
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FUTURE LAND USE PLAN CHANGE REZONING

Application No. _____

(To Be Assigned)

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg's Planning and Economic Development Department, located on the 8th floor of the Municipal Services Building, One Fourth Street North, St. Petersburg, Florida.

GENERAL INFORMATION

APPLICATION

Date of Submittal: June 8, 2020

Street Address: 1501 72nd St. N.

Parcel ID or Tract Number: 07/31/16/93168/001/0010 and others (See Attached Narrative Summary)

Zoning Classification: Present: IS Proposed: CCS-1

Future Land Use Plan Category: Present: IL Proposed: PRMU

NAME of APPLICANT (Property Owner): St. Pete's, LLC

Street Address: 1515 Des Peres Rd., Suite 300

City, State, Zip: St. Louis, MO 63131-1846

Telephone No:

Email Address:

CITY OF ST. PETERSBURG

JUN 08 2020

PLANNING & DEVELOPMENT SERVICES

NAME of any others PERSONS (Having ownership interest in property):

Specify Interest Held: Contract Purchaser: Jungle Terrace Land Company c/o Porter Development, LLC

Is such Interest Contingent or Absolute: Contingent upon Land Use Plan Amendment/Rezoning

Street Address: 1281 S. Lincoln Ave.

City, State, Zip: Clearwater, FL 33756

Telephone No: 727-742-5838

Email Address: lporter@porterdev.com

NAME of AGENT OR REPRESENTATIVE: Gulf Coast Consulting, Inc. (Attn: Robert Pergolizzi, AICP/PTP)

Street Address: 13825 ICOT Blvd., Suite 605

City, State, Zip: Clearwater, FL 33760

Telephone No: 727-524-1818

Email Address: pergo@gulfcoastconsultinginc.com

AUTHORIZATION

Future Land Use Plan amendment and / or rezoning requiring a change to the Countywide Map **\$ 2,400.00**

Future Land Use Plan amendment and / or rezoning NOT requiring a change to the Countywide Map \$ 2,000.00

Rezoning only \$ 2,000.00

Cash or credit card or check made payable to the "City of St. Petersburg"

The UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with the application. Further, this application must be complete and accurate, before the public hearings can be advertised, with attached justification form completed and filed as part of this application.

Signature: _____

Date: _____

6/8/2020

Must be signed by title holder(s), or by an authorized agent with letter attached.

UPDATED 08-23-2012



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FUTURE LAND USE PLAN CHANGE REZONING

NARRATIVE (PAGE 1 of 1)

NARRATIVE

PROPERTY INFORMATION:

Street Address: 1501 72nd Avenue

Parcel ID or Tract Number: See Attached Narrative Summary for multiple Parcel ID Numbers

Square Feet: 1,267,990 SF

Acreage: 29.11-Acres

Proposed Legal Description:

See attached legal description

Is there any existing contract for sale on the subject property: Yes

If so, list names of all parties to the contract: Jungle Terrace Land Company c/o Porter Development, LLC

Is contract conditional or absolute: Conditional

Are there any options to purchase on the subject property: No

Is so, list the names of all parties to option:

REQUEST:

The applicant is of the opinion that this request would be an appropriate land use and / or rezoning for the above described property, and conforms with the Relevant Considerations of the Zoning Ordinance for the following reasons:

Sports Tourism is a "Target Employment Industry". The mixed-use designation PRMU and CCS-1 zoning are necessary to accommodate a variety of mixed-uses including a sports complex, commercial recreation, ancillary retail/restaurants, and multi-family residential.

(See Attached Narrative Summary)



AFFIDAVIT TO AUTHORIZE AGENT

I am (we are) the owner(s) and record title holder(s) of the property noted herein

Property Owner's Name: St. Pete's, LLC

This property constitutes the property for which the following request is made

Property Address: 1501 72nd Street N., St. Petersburg Fl

Parcel ID No.: 07/31/16/93168/001/0010, 07/31/16/93168/001/0020, 07/31/16/93168/001/0030,
07/31/16/93168/001/0050, 07/31/16/93168/001/0060, 07/31/16/93168/001/0070.

Request: Land Use Plan Amendment and Rezoning

The undersigned has(have) appointed and does(do) appoint the following agent(s) to execute any application(s) or other documentation necessary to effectuate such application(s)

Agent's Name(s): Gulf Coast Consulting, Inc. (Robert Pergolizzi & Sean Cashen)

This affidavit has been executed to induce the City of St. Petersburg, Florida, to consider and act on the above described property

I(we), the undersigned authority, hereby certify that the foregoing is true and correct.

Signature (owner): *Mike Roberts*

MIKE ROBERTS
Printed Name

Sworn to and subscribed on this date

Identification or personally known: MODEL

Notary Signature: *Rebecca Lydon*

Date: 4-24-2020

Commission Expiration (Stamp or date):



REBECCA LYDON
My Commission Expires
November 1, 2021
St. Louis County
Commission #13540330

A BOUNDARY SURVEY OF

The North 245.16 feet of Lot 1, and all of Lots 2 through 7, inclusive, Block 1,
PYRONE PLANNED INDUSTRIAL DISTRICT, according to the map or plat thereof recorded in
Plat Book 34, Pages 56 and 57 of the Public Records of Pinellas County, Florida.

St. Petersburg, Florida

**NARRATIVE SUMMARY
FOR LAND USE PLAN AMENDMENT
AND REZONING APPLICATION
SPORTS TOURISM COMPLEX
MIXED-USE DEVELOPMENT
FORMER RAYTHEON SITE**

Owner:
ST PETES, LLC
1515 Des Peres Rd, Suite 300
St. Louis, MO 63131- 1846

Attorney:
Mr. Brian Aungst
MacFarlane, Ferguson, McMullen
625 Court Street, Suite 200
Clearwater, FL 33756

Applicant/Developer:
Jungle Terrace Land Company
c/o Porter Development, LLC
1281 S. Lincoln Avenue
Clearwater, FL 33756

Sports Facilities Consultant:
Mr. Eric Sullivan
Sports Facilities Advisory, LLC
600 Cleveland Street, Suite 910
Clearwater, FL 33755

Planners/Engineers:
Mr. Robert Pergolizzi, AICP / PTP & Mr. Sean Cashen, P.E.
Gulf Coast Consulting, Inc.
13825 ICOT Boulevard, Suite 605
Clearwater, FL 33760

The applicant is requesting to amend the Future Land Use Map and amend the zoning atlas for a 29.11 acre property located on the south side of 22nd Avenue North between 72nd Street and the Pinellas Trail in the City of St. Petersburg. Currently the property has a Future land Use designation of Industrial Limited (IL) and is zoned Industrial Suburban (IS). The owner wishes to amend the land use to Planned Redevelopment Mixed-Use (PRMU) and rezone the property to CCS-1 with a Master Plan to allow for a mixed-use development for a Sports Tourism Complex containing both indoor and outdoor commercial recreation uses, indoor and outdoor restaurant/retail uses within the sports complex, a “container park” and multi-family apartments in multiple buildings. The parcels involved in this request are as follows:

Parcel ID #: 07/31/16/93168/001/0010, 07/31/16/93168/001/0020
07/31/16/93168/001/0030, 07/31/16/93618/001/0050
07/31/16/93168/001/0060, 07/31/16/93168/001/0070

Street Address : 1501 72nd Street N.

LAND USE/ZONING

Surrounding uses include:

- North: On the north side of 22nd Avenue N. are retail and personal service establishments on land with PR-C and IL Land use and RC-1 and IS zoning. This zoning is separated from the subject property by a drainage ditch. To the northeast is Tyrone Square Mall with PR-C land use and RC-2 zoning.
- South: South of the subject property is the existing Raytheon building at 7167 – 13th Avenue north. This site will retain its IL land use and IS zoning.
- East: Immediately east of the Pinellas Trail are a mixture of uses including Market Place Shopping Center (LA Fitness) and Stones Throw Condominiums on land having PR-C land use and RC-1 zoning. Also to the east are Brandywine Apartments and Somerset Place Condominiums on land having RM land use and “NSM-1” zoning.
- West: Immediately west of 72nd Street is Azalea Park, Azalea Recreation enter and Azalea Playground on land having Recreation/Open Space (R/OS) land use NSE zoning. West of Azalea Park is a residential area and Azalea Elementary School on land having RU and I land use and NS-1 zoning. **The parks serve as an expansive buffer between the residential neighborhood and the project site.**

It is noted that other than the subject property there are no other parcels on the south side of 22nd Avenue N that have “IL” land use. The IL land use is strictly north of 22nd Avenue N. which includes the Raytheon Facility on the NW corner of 22nd Avenue/72nd Street and the Tyrone Industrial Park. The same holds true with the IS zoning. The Land Use Plan Amendment from IL to PRMU is reasonable in that it separates the site from the industrial lands by using 22nd Avenue N as a line of demarcation. The 29.11 acre site is no longer appropriate for “industrial” type development and a mixed-use project combining sports commercial recreation, retail/restaurants, and apartments would be a good transition between the PR-C land use & RC-1 zoning to the east and the Azalea Recreation Park to the west with R/OS land use.

City of St. Petersburg Criteria for Conversion of Industrial Land: Policy LU3.26.a

Plan amendment applications that propose changing underperforming industrially designated areas (IG or IL) to a non-industrial designation may be favorably considered if one of more of the following characteristics exist over an extended period of time: 1) vacant or underutilized land; 2) vacant of underutilized buildings; 3) poor quality job creation in terms of pay, employee density and spin-off or multiplier effects; and 4)

chronic competitive disadvantages in terms of location, transportation infrastructure/accessibility and other market considerations.

In regard to the above Policy, the land is vacant and has been for several years. There are no buildings on the subject property slated for conversion to PRMU. The vacant site presently does not provide any jobs. The location is not conducive to industrial development in that it is separated from the Tyrone Industrial Park by 22nd Avenue N. is bounded by a local road (72nd Street) and the Pinellas Trail, and does not have nearby rail access. In total, redevelopment for industrial purposes does not seem practical.

Consistency with City of St. Petersburg Land Use Objectives and Policies:

The proposed LU Plan Amendment to PRMU with an Activity Center expansion is consistent with the following Objectives and Policies:

Objective LU2

The Future Land Use Element shall facilitate a compact urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services by concentrating more intensive growth in activity centers and other appropriate areas.

Policy LU2.2

The City shall concentrate growth in designated Activity Centers and prioritize infrastructure improvements to service demand in those areas.

Policy LU2.4

The City may permit an increase in land use intensity or density outside of activity centers where available infrastructure exists and surrounding uses are compatible.

Policy LU3.4

The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.

Policy LU3.7

Land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.

Policy LU3.11

More dense residential uses (more than 7.5 units per acre) may be located along 1) passenger rail lines and designated major streets or 2) in close proximity to activity center where compatible.

Policy LU23.3

The City LDR's shall continue to support greater development intensity within the Corridor and Center zoning districts, particularly where located along fixed transit lines and around transit stops and stations.

In addition to being consistent with the above policies, the mixed-use development contains elements of Transit-Oriented Development (TOD) in that it is located within ½ mile of the Tyrone Transfer Station along 22nd Avenue North, directly abuts the Pinellas Trail, thereby promoting bike and pedestrian travel. It is directly adjacent to the Tyrone Activity Center.

ECONOMIC IMPACTS OF SPORTS TOURISM TARGET INDUSTRY

The sports, events, and lagoon assets have been programmed to host a variety of tournaments, events, and gatherings that will generate new visitation and spending in the surrounding community from non-local visitors that would not be in the market but for activity at the site. This would supplement usage by local participants in the community.

Based on Sports Facility Advisors (SFA) analysis of the regional market opportunity and experience on similar projects, the indoor facility is expected to host a total of 86 sports and non-sports events that range from one to three days in length. This visitation will result in \$16.1 million in economic impact from new direct spending annually. In addition to the indoor facility, the lagoon is expected to drive more than \$1.3 million in economic impact from direct spending at maturity.

SFA also forecasted a 20-year outlook of economic impact which resulted in a cumulative total economic impact of \$369.4 million over 20 years of operations combining activity related to the indoor facility and the lagoon.

It is anticipated, the facility usage would be split 60% for usage by the local community and 40% for large regional tournaments/event.

COMMUNITY BENEFITS OF SPORTS AND RECREATION ASSETS

It is the vision of ownership for the indoor sports center to develop a long-term sustainable business that creates new programming and partners with local organizations

to provide access to sport and recreation amenities that serve the need for practice, training, competition, and gathering space for the local community.

The facility will feature many opportunities for children and/or families in need to provide access to various programs. The business model analyzed and created by SFA for indoor facility operations projects over 6,600 paid hours of court inventory for sports and recreation programming such as camps, clinics, instruction, and leagues as well as rentals from outside organizations that are dedicated to local use with a target market within a 30-minute drive time of the facility. Additionally, there is a remaining inventory beyond those hours not being used by local or tournament/event activities available to be utilized in the facility in SFA's conservative forecast.

Through in-house or internal programming, the facility operation will focus on programs that promote and teach leadership, teamwork, and character-building skills through sports and recreation. This will occur not only through traditional activities over the court space but also through the sports performance training center and the adventure area with a focus on developing the whole athlete beyond just physical and sport performance.

This access and participation in sports and recreation activities will have proven, positive impacts for members of the local community. According to research through the Robert Wood Johnson Foundation, activity through sport is directly tied to improved health and positive social, educational, and economic outcomes. Kids who are active are:

- 1/10 as likely to be obese
- Achieve 40% higher test scores
- Participate less in smoking, drinking, and risky behavior
- Are 15% more likely to go to college
- Have lower health care costs throughout life
- Earn 7-8% more as adults
- Have 1/3 the rate of disability
- Are more productive at work

Furthermore, activity as kids creates an intergenerational cycle in which active kids are nearly six times more likely to become active adults and kids of active parents are two times more likely to be active. There will be multiple opportunities for family activities through the usage of flexible space within the complex for pickle-ball, senior activities, and non-profit groups.

COMPLIANCE WITH ZONING REGULATIONS

As previously mentioned the owner wishes to amend the Land Use Plan for Planned Redevelopment Mixed Use (PR-MU) Land use and amend the zoning atlas to Corridor Commercial Suburban (CCS-1). Per Section 16.20.090.4.1 *"It is the purpose of this district to generally allow one-story to four-story development containing mixed uses of local interest in conjunction with residential, multifamily units or structures. Additional building height and density is possible within primary and secondary activity centers."*

Since the site is 29.11 acres is it classified as a “large lot” for all bulk regulations in the code. The bulk regulations are evaluated below:

Lot Width: Minimum lot width for “large lots” exceeding 2 acres is 300 feet. The rectangular shaped lot has 629 feet of frontage on 22nd Avenue N (width), which tapers to 190 feet at the southern end. The average lot width is well in excess of 300 feet.

Lot Area: Minimum lot area is 4,500 SF in CCS-1. The site is 29.11 acres.

Building Height: The maximum height is 48 feet on large lots with CCS-1 zoning when outside an activity center and 84 feet within an activity center. The site is on the edge of the Tyrone Activity Center. Per Section 16.30.090 of the Land Development Code “Large Tract Planned Developments” greater than 5 acres may have a maximum height of up to 150 feet. All proposed buildings will be between one-story and four-stories and the maximum height of the apartment buildings is 57 feet to the peak of the tallest corner. A possible parking garage would be 50 feet tall. Building heights well below the maximum allowed.

Building Setbacks:

Minimum setbacks to streets (front) the minimum setback is 20 feet. All proposed buildings will comply with this requirement and will be at least 20 feet from 22nd Avenue N and 72nd Street. Proposed front setbacks to street rights-of-way are 64 feet from 22nd Avenue N. and a minimum of 20 feet from 72nd Street. **The project site is buffered on the west by 72nd Street, Azalea Park, and 74th Street which provide over a 550 foot buffer to the Azalea neighborhood west of 74th Street.**

Side yard setbacks are 10 feet for non-residential buildings and 20 feet for residential buildings. The eastern side (adjacent to Pinellas Trail) is a side yard and all buildings will comply with the setback requirements. The proposed Sports Complex building is 21 feet from the east property line.

Minimum Rear yard setbacks are 20 feet for both residential and non-residential buildings. The southernmost building (Sports Complex) is over 600 feet from the south property line and is separated by a proposed parking lot and landscape buffer.

Impervious Surface Ratio (ISR) & Open Space: Maximum impervious surface ratio (ISR) is 85%, requiring 15% open space. The proposed development will comply with these requirements. The proposed lagoon/beach is primarily open space.

Floor Area Ratio / Density:

In the CCS-1 district not within an Activity Center, residential density is 15 dwelling units/ (DU) per acre which equates to 436 units. However a density bonus for “workforce housing” may be applied, as agreed with city staff through the accompanying Development Agreement. The proposed plan is for up to 623 multi-family units. The 623

multi-family units would consist of 436 market rate units + 187 workforce housing units (30% of total). The non-residential uses (sports complex and container park) total 152,560 SF which is well below the maximum FAR of 0.55 allowed in CCS-1 zoning.

Parking:

The mixed use project will comply with city parking requirements. We have evaluated a “worst-case” option to include 623 apartments. According to the attached Parking Summary the total amount of code required spaces is 1,430 and the Concept Plan shows 1,719 spaces being provided. (See Parking Summary)

Traffic:

We have evaluated a “worst-case” option to include 623 apartments. The mixed-use project is expected generate 7,886 external daily vehicle trips of which 483 would occur during the AM peak hour and 660 would occur during the PM peak hour. Both 22nd Avenue N and 66th Street operate at acceptable levels of service (See Traffic Assessment)

CONCLUSION

The proposed Land Use Plan Amendment to PRMU and rezoning to CCS-1 is consistent with objectives and policies of the Comprehensive Plan and the introduction of a sports tourism element to this area will foster a “target employment industry” for this area of St. Petersburg. The redevelopment of this site for a mixed-use project containing indoor/outdoor recreation, retail, and multi-family residential uses is reasonable given the surrounding land uses and Azalea Park to the west of 72nd Street, and the proximity to the Tyrone Activity Center.

**PARKING SUMMARY
SPORTS TOURISM COMPLEX
REV 11-23-20**

BUILDING USE	SIZE	PARKING RATIO	REQUIRED PARKING
Sports Complex	150,000 SF	3.33/1000 SF	500 spaces
Water Park/Lagoon*	39,000 SF	1 / 150 SF	260 spaces
Container Park	2,560 SF	5 / 1000 SF	13 spaces
Apartments**	623 units	0.75-1.25/DU	657 spaces
TOTAL REQUIRED BY CODE			1,430 spaces
TOTAL PARKING PROVIDED			1,719 Exceeds code by 20%

*Parking for Water Park/Lagoon is based on 1 space / 150 SF “group seating” area.
39,000 SF sand beach area is proposed (Outdoor Recreation)

**All apartments are 1 BR/1BA or 2BR/2BA.

246 apartment units are smaller than 750 SF @ 0.75 spaces/unit = 185 spaces required
377 apartment units are larger than 750 SF @ 1.25 spaces/unit = 472 spaces required
TOTAL = 657 spaces required

**TRAFFIC ASSESSMENT
SPORTS TOURISM COMPLEX
Rev. 11-3-20**

The mixed-use project will have a moderate traffic impact on surrounding roadways, particularly on 22nd Avenue North. The mixed-uses complement each other which should reduce external vehicle trips since participants of the sports activities will potentially use the water park/lagoon and container park establishments. In addition, residents of the apartments will satisfy some social and recreational needs within the project. This “internal capture” is estimated at 5%. The traffic generation is estimated below using the ITE Trip Generation, 10th Edition rates:

BUILDING USE	SIZE	ITE LUC	Daily Trips	AM Peak Hour Trips (in/out)	PM Peak Hour Trips (in/out)
Sports Complex	150,000 SF.	495	4,323	264 (174/90)	347 (163/184)
Water Park/Lagoon*	3.87 acres	482	590	21 (15/6)	73 (15/58)
Container Park**	2,560 SF	NA	0	0	0
<u>Apartments (Mid-Rise)</u>	<u>623 units</u>	<u>221</u>	<u>3,389</u>	<u>224 (58/166)</u>	<u>274 (167/107)</u>
TOTAL			8,302	509 (247/262)	694 (345/349)
<u>Internal Capture (-5%)</u>			<u>-416</u>	<u>-26 (-13/-13)</u>	<u>-34 (-17/-17)</u>
External Traffic			7,886	483 (234/249)	660 (328/332)

* Water Park/lagoon 3.87 acres +/-, 260 parking spaces +/-

**Container Park has 100% of customers drawn from internal mixed-uses and Pinellas Trail users

The mixed-use project is expected to generate 7,886 external daily trips to the surrounding roadway network of which 483 would occur during the AM peak hour and 660 would occur during the PM peak hour. The Forward Pinellas 2019 Level of Service Report shows the adjacent segments of 22nd Avenue N operating at LOS C and LOS D, and the nearby segment of 66th Street operating at LOS C. These represent acceptable operations meeting the City of St. Petersburg LOS standards.



**FORWARD
PINELLAS**
Integrating Land Use & Transportation

2019 Annual Level of Service Report

2018 Data Year



**Pinellas County
2019 Level of Service Map
Existing Conditions
(PM Peak Hour Directional)
2018 Base Data**



Gulf of Mexico

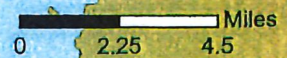
Old Tampa Bay

Tampa Bay

SITE AREA

Level of Service	
	Level of Service B, C
	Level of Service D
	Level of Service E
	Level of Service F

October 23, 2019
(Data Year 2018)



Data Source: Forward Pinellas, 2018. Map Produced: January 6, 2020.

C:\Users\plndf31\Desktop\losdatabase\2018\losvcmaps.mxd

Facility

Facility	Road	Juris	Length (miles)	Signals per Mile	LOS Meth.	AADT	Vol.	Physical Capacity	V:Cap Ratio	Def. Flag	Fac. LOS
116 - 16TH ST N: (CENTRAL AVE -to- 5TH AVE N)	SA 4D	SP	0.439	11.053	T	14500	757	1530	0.495	0	D
117 - 16TH ST N: (5TH AVE N -to- 22ND AVE N)	SA 4D	SP	1.002	5.584	T	14500	757	1530	0.495	0	D
118 - 16TH ST N: (22ND AVE N -to- 62ND AVE N)	SA 4D	SP	2.511	2.789	T	7880	411	1683	0.244	0	C
122 - 16TH ST S: (CENTRAL AVE -to- 18TH AVE S)	SA 4D	SP	1.314	7.69	T	9803	512	1530	0.335	0	C
123 - 16TH ST S: (18TH AVE S -to- 22ND AVE S)	SA 2U	SP	0.247	4.052	T	9803	512	774	0.661	0	D
134 - 20TH ST N: (15T AVE N -to- 5TH AVE N)	SMC 4U	SP	0.379	2.64	T	7485	391	1155	0.339	0	C
138 - 22ND AVE N: (I-275 -to- 34TH ST N)	SA 4D	SP	1.162	2.815	T	31441	1642	1683	0.376	0	C
139 - 22ND AVE N: (34TH ST N -to- 58TH ST N)	SA 4U	SP	2.01	1.551	T	24500	1280	1676	0.764	0	C
140 - 22ND AVE N: (72ND ST N -to- 66TH ST N)	SA 4D	SP	0.677	2.955	T	18500	966	1683	0.574	0	D
141 - 22ND AVE N: (58TH ST N -to- 66TH ST N)	SA 4D	SP	0.999	5.878	T	24500	1280	1764	0.726	0	C
142 - 22ND AVE N: (72ND ST N -to- PARK ST)	SA 2D	SP	0.893	1.12	T	6249	326	832	0.392	0	C
143 - 22ND AVE N: (I-275 -to- 15T ST N)	SA 4U	SP	1.597	2.718	T	20354	570	1599	0.356	0	C
144 - 22ND AVE NE: (15T ST N -to- COFFEE POT BLVD)	NMC 2U	SP	0.463	0	T	10916	570	1512	0.377	0	D
145 - 22ND AVE S: (4TH ST S -to- 31ST ST S)	SA 4U	SP	2.245	2.004	T	9365	489	1676	0.292	0	C
146 - 22ND AVE S: (31ST ST S -to- 34TH ST S)	SA 6D	SP	0.253	7.912	T	21500	1123	2313	0.486	0	D
147 - 22ND AVE S: (34TH ST S -to- 58TH ST S)	SA 4U	CR	2.004	2.343	T	21500	1123	1599	0.702	0	D
160 - 28TH ST N: (ROOSEVELT BLVD -to- 118TH AVE N)	SA 6D	CR	0.511	1.116	T	10200	532	2646	0.201	0	C
161 - 28TH ST N: (38TH AVE N -to- HAINES RD)	SA 2U	CR	1.193	3.135	T	7044	368	792	0.465	0	D
162 - 28TH ST N: (118TH AVE N -to- FRONTAGE RD)	NA 4D	CR	2.033	0	T	8117	315	3760	0.084	0	C
163 - 28TH ST N: (HAINES RD -to- 62ND AVE N)	NA 2U	CR	0.311	0	T	7044	368	1440	0.256	0	D
164 - 28TH ST N: (38TH AVE N -to- 22ND AVE N)	SA 2U	SP	1.004	1.992	T	8800	459	774	0.593	0	D
165 - 28TH ST N: (22ND AVE N -to- 9TH AVE N)	SA 2U	SP	0.754	2.988	T	7850	360	774	0.465	0	D
166 - 28TH ST N: (9TH AVE N -to- CENTRAL AVE)	SA 4U	SP	0.688	7.606	T	6900	360	1599	0.225	0	C
182 - 31ST ST S: (22ND AVE S -to- 26TH AVE S)	SA 4D	SP	0.251	3.986	T	10703	559	1683	0.332	0	C
183 - 31ST ST S: (26TH AVE S -to- 54TH AVE S)	SA 2D	SP	1.753	0.427	T	10703	559	832	0.672	0	D
184 - 31ST ST S: (54TH AVE S -to- PINELLAS POINT DR)	SA 4D	SP	0.708	1.412	T	10703	559	1764	0.317	0	C
196 - 38TH AVE N: (I-275 -to- 34TH ST N)	SA 4D	CR	1.037	1.952	T	30049	1570	1764	0.89	0	C
197 - 38TH AVE N: (I-275 -to- 4TH ST N)	SA 4D	CR	1.471	3.155	T	26787	888	1683	0.528	0	D
198 - 38TH AVE N: (34TH ST N -to- 49TH ST N)	SA 4D	CR	1.257	2.65	T	30049	1570	1683	0.933	0	C
199 - 38TH AVE N: (49TH ST N -to- 66TH ST N)	SA 4D	CR	1.749	1.168	T	19023	993	1764	0.563	0	C
200 - 38TH AVE N: (66TH ST N -to- TYRONE BLVD)	SA 4D	CR	1.26	1.648	T	19023	993	1764	0.563	0	C
203 - 40TH AVE NE: (15T ST N -to- SHORE ACRES BLVD)	SA 4U	SP	0.284	3.52	T	17000	888	1599	0.555	0	D
204 - 40TH AVE NE: (15T ST N -to- SHORE ACRES BLVD)	NA 2D	SP	1.567	0	T	17000	888	1512	0.587	0	F
210 - 43RD ST N: (78TH AVE N -to- 82ND AVE N)	NC 2U	PP	0.25	0	T	3627	189	1440	0.131	0	C
211 - 43RD ST N: (78TH AVE N -to- PARK BLVD)	SMC 2D	PP	0.251	3.982	T	3627	189	587	0.322	0	C
212 - 43RD ST N: (PARK BLVD -to- 70TH AVE N)	SMC 2U	PP	0.252	3.964	T	2946	133	587	0.261	0	C
215 - 46TH AVE N: (PARK ST -to- 66TH ST N)	SMC 2U	CR	1.554	1.058	T	6500	339	572	0.593	0	D
217 - 46TH AVE N: (49TH ST N -to- 66TH ST N)	SMC 2U	CR	1.748	1.78	T	5166	235	572	0.411	0	C
220 - 49TH ST N: (SR 688/ULMERTON RD -to- BRYAN DAIRY RD/118TH AVE N)	SA 6D	CR	1.025	1.952	T	39500	2063	2646	0.78	0	C
221 - 49TH ST N: (CENTRAL AVE -to- 22ND AVE N)	SA 4U	CR	1.438	6.124	T	16455	859	1599	0.537	0	D
222 - 49TH ST N: (BRYAN DAIRY RD -to- 94TH AVE N)	SA 6D	CR	1.485	1.914	T	27769	1315	2547	0.516	0	C
223 - 49TH ST N: (94TH AVE N -to- PARK BLVD)	SA 6D	CR	1.254	3.489	T	38266	1856	2547	0.729	0	C
224 - 49TH ST N: (SR 688/ULMERTON RD -to- 144TH AVE N)	SA 6D	CR	0.616	3.354	T	39500	2063	2547	0.81	0	C
225 - 49TH ST N: (PARK BLVD -to- 54TH AVE N)	SA 6D	CR	1.253	2.648	T	46500	2429	2547	0.954	0	C
226 - 49TH ST N: (144TH AVE N -to- SR 686/ ROOSEVELT BLVD)	NA 6D	CR	0.518	0	T	39500	2063	5650	0.365	0	C
227 - 49TH ST N: (54TH AVE N -to- 38TH AVE N)	SA 6D	CR	1.008	1.984	T	20412	1066	2646	0.403	0	C
228 - 49TH ST N: (38TH AVE N -to- 22ND AVE N)	SA 4U	CR	1.185	2.095	T	20412	1066	1676	0.636	0	D
229 - 49TH ST S: (CENTRAL AVE -to- GULFPORT BLVD)	SA 4D	GP	1.559	5.057	T	16492	859	1599	0.537	0	D
231 - 52ND ST N: (PARK BLVD 74TH AVE N -to- 70TH AVE N)	NC 2U	PP	0.252	0	T	2431	127	1440	0.088	0	C
232 - 52ND ST N: (PARK BLVD 74TH AVE N -to- 82ND AVE N)	SC 2U	PP	0.502	3.988	T	4508	235	559	0.42	0	C
233 - 52ND ST N: (82ND AVE N -to- 94TH AVE N)	NC 2U	PP	0.754	0	T	2358	123	1440	0.085	0	C

Facility	Road	Length (miles)	Signals per Mile	LOS Meth.	AADT	Vol.	Physical Capacity	V:Cap Ratio	Def. Flag	Fac. LOS
236 - 54TH AVE N: (US 19 -to- HAINES RD)	SA 4U	0.659	4.194	T	20500	1071	1599	0.463	0	C
237 - 54TH AVE N: (HAINES RD -to- I-275 RAMP E)	SA 6D	0.343	5.851	T	20500	1071	2313	0.467	0	C
238 - 54TH AVE N: (I-275 RAMP E -to- 4TH ST N)	SA 4D	1.516	1.979	T	20500	1071	1764	0.607	0	D
241 - 54TH AVE N: (US 19 -to- 49TH ST N)	SA 4U	1.25	1.77	T	17075	892	1676	0.532	0	D
242 - 54TH AVE N: (ALT US 19/SEMINOLE BLVD -to- DUHME RD)	SMC 2D	0.508	1.969	T	7357	384	601	0.639	0	D
243 - 54TH AVE N: (49TH ST N -to- 66TH ST N)	SA 4D	1.747	2.889	T	16268	836	1683	0.497	0	D
244 - 54TH AVE N: (66TH ST N -to- PARK ST)	SA 4D	1.558	1.968	T	16000	836	1764	0.474	0	C
245 - 54TH AVE S: (DR MLK JR ST S -to- 31ST ST S)	SA 4D	1.761	1.765	T	22466	977	1764	0.554	0	C
246 - 54TH AVE S: (34TH ST S -to- 31ST ST S)	SA 4D	0.249	8.523	T	30000	1567	1530	1.024	0	F
260 - 58TH ST N: (70TH AVE N -to- 54TH AVE N)	SMC 2U	1.001	1.999	T	5300	276	559	0.494	0	C
261 - 58TH ST N: (CENTRAL AVE -to- 5TH AVE N)	SA 4U	0.435	9.509	T	19399	1013	1530	0.662	0	D
262 - 58TH ST N: (54TH AVE N -to- 38TH AVE N)	SMC 2U	1.043	3.256	T	5300	276	559	0.494	0	C
263 - 58TH ST N: (5TH AVE N -to- 22ND AVE N)	SA 4D	1.003	3.323	T	19399	1013	1683	0.602	0	D
264 - 58TH ST N: (38TH AVE N -to- 22ND AVE N)	SA 4D	1.006	1.989	T	10077	526	1764	0.298	0	C
265 - 58TH ST S: (CENTRAL AVE -to- 11TH AVE S)	SA 4D	0.808	8.919	T	15199	574	1599	0.359	0	C
267 - 58TH ST S: (11TH AVE S -to- GULFPORT BLVD)	SA 2U	0.751	2.993	T	11000	574	774	0.742	0	D
271 - 60TH ST N: (78TH AVE N -to- 110TH AVE N)	NC 2U	2.005	0	T	2718	142	1440	0.099	0	C
274 - 62ND AVE N: (US 19 -to- 49TH ST N)	SA 2U	1.242	0.805	T	13497	705	792	0.89	0	E
275 - 62ND AVE N: (49TH ST N -to- 66TH ST N)	SA 2U	1.748	1.789	T	7430	388	792	0.49	0	C
276 - 62ND AVE N: (US 19 -to- 16TH ST N)	SA 4U	1.495	2.854	T	20000	1045	1599	0.654	0	C
277 - 62ND AVE N: (66TH ST N -to- 71ST ST N)	SMC 2U	0.503	1.989	T	3703	193	572	0.337	0	C
278 - 62ND AVE N: (46TH ST N -to- 15TH ST N)	SA 4D	1.263	2.638	T	16000	731	1683	0.434	0	C
280 - 62ND AVE N: (1ST ST N -to- BAYOU GRANDE BLVD)	NA 4D	1.533	0	T	14000	731	3760	0.194	0	D
281 - 62ND AVE S: (PINELLAS PT DR -to- DR MARTIN LUTHER KING ST S)	SMC 2U	1.447	2.084	T	6322	330	559	0.59	0	C
288 - 62ND ST N: (102ND AVE N -to- 110 AVE N)	NC 2U	0.499	0	T	1125	58	1440	0.04	0	C
296 - 66TH ST N: (BRYAN DAIRY RD -to- PARK BLVD)	SA 6D	2.317	2.623	T	37100	1907	2830	0.674	0	C
297 - 66TH ST N: (PARK BLVD -to- 54TH AVE N)	SA 6D	1.254	2.654	T	39500	2063	2830	0.729	0	C
299 - 66TH ST N: (54TH AVE N -to- 38TH AVE N)	SA 6D	1.006	1.988	T	39000	2037	2940	0.693	0	C
300 - 66TH ST N: (PASADENA AVE -to- TYRONE BLVD)	SA 6D	1.279	4.965	T	39833	2037	2570	0.793	0	C
301 - 66TH ST N: (BRYAN DAIRY RD -to- ULMERTON RD)	SA 6D	1.438	2.096	T	34500	1802	2830	0.637	0	C
302 - 66TH ST N: (TYRONE BLVD -to- 38TH AVE N)	SA 6D	0.958	3.62	T	39000	2037	2830	0.72	0	C
303 - 66TH ST N: (ULMERTON RD -to- US 19)	SA 4D	0.95	2.109	T	34000	1776	1870	0.95	0	C
306 - 70TH AVE N: (US 19 -to- 49TH ST N)	SA 4U	1.139	1.786	T	10135	523	1676	0.312	0	C
307 - 70TH AVE N: (49TH ST N -to- 58TH ST N)	SA 4U	0.763	1.311	T	7794	407	1676	0.243	0	C
308 - 70TH AVE N: (58TH ST N -to- 66TH ST N)	SA 2D	0.983	0.636	T	5584	291	832	0.35	0	C
310 - 71ST ST N: (PARK BLVD -to- 70TH AVE N)	NA 6D	0.253	0	T	17403	909	5650	0.161	0	C
312 - 71ST ST N: (70TH AVE N -to- 54TH AVE N)	SA 4D	1.004	1.992	T	12712	419	1683	0.249	0	C
313 - 71ST ST N: (54TH AVE N -to- 38TH AVE N)	SA 4D	1.004	1.993	T	8022	419	774	0.541	0	D
322 - 78TH AVE N: (US 19 -to- 49TH ST N)	SC 2D	0.837	1.002	T	6648	347	601	0.577	0	D
323 - 78TH AVE N: (49TH ST N -to- 66TH ST N)	SMC 2D	1.75	2.232	T	6922	260	601	0.433	0	C
324 - 78TH AVE N: (66TH ST N -to- BELCHER RD)	SMC 2U	0.506	1.977	T	3926	205	572	0.358	0	C
325 - 82ND AVE N: (US 19 -to- 49TH ST N)	SMC 2U	0.681	1.47	T	5212	272	572	0.476	0	C
326 - 82ND AVE N: (49TH ST N -to- 66TH ST N)	SMC 2D	1.75	0.447	T	4683	230	601	0.383	0	C
327 - 82ND AVE N: (66TH ST N -to- BELCHER RD)	NC 2U	0.507	0	T	1231	64	1440	0.044	0	C
334 - 86TH AVE N: (SEMINOLE BLVD -to- DUHME RD/113TH ST N)	SMC 2U	0.501	1.996	T	4455	232	559	0.415	0	C
335 - 86TH AVE N: (DUHME RD/113TH ST N -to- OAKHURST RD)	SMC 2U	2.007	1.338	T	6307	329	572	0.575	0	C
349 - 94TH AVE N: (49TH ST N -to- 66TH ST N)	SMC 2D	1.754	0.443	T	5957	311	601	0.517	0	C
361 - 102ND AVE N: (66TH ST N -to- US 19)	NMC 2D	1.681	0	T	6610	161	1512	0.106	0	C
362 - 102ND AVE N: (ALT US 19 -to- 113TH ST N)	SA 4D	0.506	1.975	T	25545	1334	1764	0.756	0	D
363 - 102ND AVE N: (113TH ST N -to- RIDGE RD)	NA 4D	0.18	0	T	25545	1334	3760	0.355	0	D
364 - 102ND AVE N: (RIDGE RD -to- YONN RD)	SA 2U	1.332	2.008	T	18181	757	792	0.956	0	F

Facility	Facility Type	Road Type	Juris	Length (miles)	Signals per Mile	LOS Meth.	AADT	Vol.	Physical Capacity	V:Cap Ratio	Def. Flag	Fac. LOS
945 - PARK BLVD: (71ST ST N BELCHER RD -to- STARKEY RD)	SA	6D	CR	1.557	1.461	T	45500	2377	2646	0.898	0	C
946 - PARK BLVD: (STARKEY RD -to- SEMINOLE BLVD)	SA	6D	CR	1.525	2.427	T	45500	2377	2646	0.898	0	C
947 - PARK BLVD: (SEMINOLE BLVD -to- 113TH ST N)	SA	4D	CR	0.548	4.694	T	38500	2011	1683	1.195	0	F
948 - PARK BLVD: (113TH ST N -to- 131ST ST N)	SA	4D	CR	1.532	2.513	T	30648	780	1764	0.442	0	D
949 - PARK BLVD: (131ST ST N -to- GULF BLVD)	SA	4D	CR	1.282	2.536	T	14946	780	1764	0.442	0	C
951 - PARK ST: (22ND AVE N -to- BAY PINES BLVD)	SA	4D	CR	1.177	0.85	T	23000	1201	1764	0.681	0	C
952 - PARK ST: (BAY PINES BLVD -to- PARK BLVD)	SA	4D	CR	2.325	3.346	T	26041	1360	1683	0.808	0	C
953 - PARK ST: (22ND AVE N -to- CENTRAL AVE)	SA	4D	CR	1.681	0.957	T	14500	757	1764	0.429	0	D
954 - PARK ST: (CENTRAL AVE -to- PASADENA AVE)	SA	2D	SP	0.718	0.828	T	7800	407	792	0.514	0	D
955 - PASADENA AVE: (SHORE DR -to- 66TH ST N)	SA	6D	SR	1.669	6.227	T	32785	1541	2830	0.545	0	C
957 - PATRICIA AVE: (UNION ST -to- MAIN ST)	SA	2D	DN	1.47	2.471	T	8924	463	813	0.569	0	D
961 - PHILLIPPE PKWY: (MAIN ST -to- ENTERPRISE RD/CR 102)	SA	2D	SH	1.526	0.56	T	10500	548	792	0.692	0	D
962 - PHILLIPPE PKWY: (ENTERPRISE/CR 102 -to- SR 580)	SA	2U	SR	1.228	0.814	T	10600	553	880	0.628	0	C
967 - PINEHURST RD: (MICHIGAN AVE -to- SR 580)	SC	2U	DN	1.258	2.482	T	6367	240	572	0.42	0	C
968 - PINELLAS BAYWAY SR 679: (PINELLAS BAYWAY SR 682 -to- BAHIA DEL MAR BLVD)	NA	4U	SR	0.412	0	T	15800	825	3572	0.231	0	C
969 - PINELLAS BAYWAY SR 679: (ANDERSON BLVD -to- 1/2 MILE OF TOLL PLAZA)	NA	2U	CR	2.847	0	T	5200	271	1440	0.188	0	C
970 - PINELLAS BAYWAY SR 679: (BAHIA DEL MAR BLVD -to- MADONNA BLVD)	NA	2U	SR	1.152	0	T	10500	271	1440	0.188	0	C
971 - PINELLAS BAYWAY SR 679: (1/2 MI N OF TOLL PLAZA -to- MADONNA BLVD)	NA	4D	SR	2.019	0	T	5200	271	3760	0.072	0	C
972 - PINELLAS BAYWAY SR 682: (DOLPHIN CAY LN S -to- PINELLAS BAYWAY SR 679)	SA	4D	SR	1.544	1.327	T	31500	1645	1960	0.839	0	C
973 - PINELLAS BAYWAY SR 682: (PINELLAS BAYWAY SR 679 -to- SR 699 GULF BLVD)	SA	4D	SR	1.419	0.835	T	20500	1071	1960	0.546	0	D
974 - PINELLAS BAYWAY SR 682 54TH AVE S: (34TH ST S -to- AVENUE OF STATES DR)	SA	6D	SR	0.476	2.102	T	38000	1985	2940	0.675	0	C
975 - PINELLAS BAYWAY SR 682 54TH AVE S: (AVENUE OF STATES DR -to- DOLPHIN CAY)	NA	6D	SR	0.244	0	T	38000	1985	5650	0.351	0	C
976 - PINELLAS POINT DR: (34TH ST S -to- 31ST ST S)	SA	4D	SP	0.249	4.01	T	11312	591	1683	0.351	0	C
977 - PINELLAS POINT DR: (31ST ST S -to- ROY HANNA)	NMC	2U	SP	0.366	0	T	6322	330	1440	0.229	0	C
999 - ROSERY RD PONSSETIA RD: (LAKE AVE -to- MISSOURI AVE)	SA	2U	LA	1.036	2.559	T	12000	627	832	0.754	0	D
1000 - ROSERY RD/PONSSETIA RD: (CLWTR-LARGO RD -to- MISSOURI AVE)	SA	2U	LA	0.513	1.95	T	12000	627	792	0.792	0	D
1005 - SAN CHRISTOPHER DR: (PINEHURST RD -to- ALT US 19)	NMC	2U	DN	1.103	0	T	4753	248	1440	0.172	0	C
1006 - SAN CHRISTOPHER DR: (PINEHURST RD -to- CR 1)	SMC	2U	DN	0.501	1.996	T	5893	307	559	0.549	0	C
1009 - SAN MARTIN BLVD/83RD AVE NE: (GANDY BLVD -to- 4TH ST N)	SC	2U	CR	2.073	2.42	T	3833	200	601	0.333	0	C
1021 - SOLON AVE: (CR 1 -to- BELCHER RD)	SA	2U	DN	0.929	1.076	T	3259	170	572	0.297	0	C
1024 - SR 580: (US 19 -to- MCMULLEN BOOTH RD)	SA	6D	SR	1.857	3.048	T	38166	1802	2830	0.637	0	C
1025 - SR 580: (MCMULLEN BOOTH RD -to- KENDALE DR)	NA	6D	SR	0.757	0	T	36500	1907	5650	0.338	0	C
1026 - SR 580: (KENDALE DR -to- FOREST LAKES BLVD)	SA	4D	SR	1.338	3.12	T	39700	1907	1960	0.973	0	C
1027 - SR 580 MAIN ST: (SKINNER BLVD -to- PINEHURST RD)	SA	4D	SR	0.676	3.177	T	22800	919	1870	0.491	0	C
1028 - SR 580 MAIN ST: (US 19 -to- BELCHER RD)	SA	6D	SR	0.538	1.393	T	48500	2534	2940	0.862	0	C
1029 - SR 580 MAIN ST: (PINEHURST RD -to- CR 1)	SA	6D	SR	1.019	4.06	T	31500	1645	2830	0.581	0	C
1030 - SR 580 MAIN ST: (CR 1 -to- BELCHER RD)	SA	4D	SR	1.119	1.946	T	47500	2481	2830	0.877	0	C
1031 - SR 580 NEW 580: (FOREST LAKES BLVD -to- SR 584 TAMPA RD)	SA	4D	SR	0.48	4.436	T	20900	1092	1960	0.557	0	C
1032 - SR 580 SKINNER BLVD: (MAIN ST -to- ALT US 19 BROADWAY)	SA	4D	SR	0.856	2.446	T	10800	564	1870	0.302	0	C
1033 - SR 584 TAMPA RD: (HILLSBOROUGH COUNTY LINE -to- NEW SR 580)	SA	8D	SR	2.105	2.548	T	58500	2873	3780	0.76	0	C
1034 - SR 584 TAMPA RD: (NEW SR 580 -to- CURLEW RD)	SA	6D	SR	0.892	4.066	T	30000	1567	2940	0.533	0	C
1035 - SR 666 MADEIRA BEACH CSWY: (SEMINOLE BLVD -to- DUHME RD)	SA	6D	SR	0.531	1.883	T	30000	1567	1870	0.838	0	C
1036 - SR 666 MADEIRA BEACH CSWY: (DUHME RD -to- GULF BLVD)	SA	4D	SR	0.892	4.066	T	30000	1567	1870	0.838	0	C
1037 - SR 686 EAST BAY DR: (US 19 -to- BELCHER RD)	SA	6D	SR	0.987	3.136	T	55000	2873	2830	1.015	0	C
1038 - SR 686 EAST BAY DR: (BELCHER RD -to- KEENE RD)	SA	6D	SR	1.011	2.007	T	63500	3317	2940	1.128	0	F
1039 - SR 686 EAST BAY DR: (KEENE RD -to- SEMINOLE BLVD)	SA	6D	SR	1.551	2.914	T	49000	2194	2830	0.775	0	C
1040 - SR 686 ROOSEVELT BLVD: (28TH ST N -to- ULMERTON RD)	NA	4D	SR	0.601	0	T	37500	1959	3760	0.521	0	D
1041 - SR 686 ROOSEVELT BLVD: (49TH ST NB RAMP -to- US 19)	SA	6D	SR	1.947	3.934	T	40795	1793	2830	0.634	0	C
1042 - SR 686 ROOSEVELT BLVD: (16TH ST N -to- 4TH ST N)	SA	4D	SR	1.252	1.621	T	29100	924	1960	0.471	0	C
1043 - SR 686 ROOSEVELT BLVD: (16TH ST N -to- I-275)	NA	4D	SR	0.401	0	T	40500	2116	3760	0.563	0	F
1044 - SR 686 ROOSEVELT BLVD: (28TH ST N -to- I-275)	NA	6D	SR	0.805	0	T	58500	3056	5650	0.541	0	F

Multifamily Housing (Mid-Rise) (221)

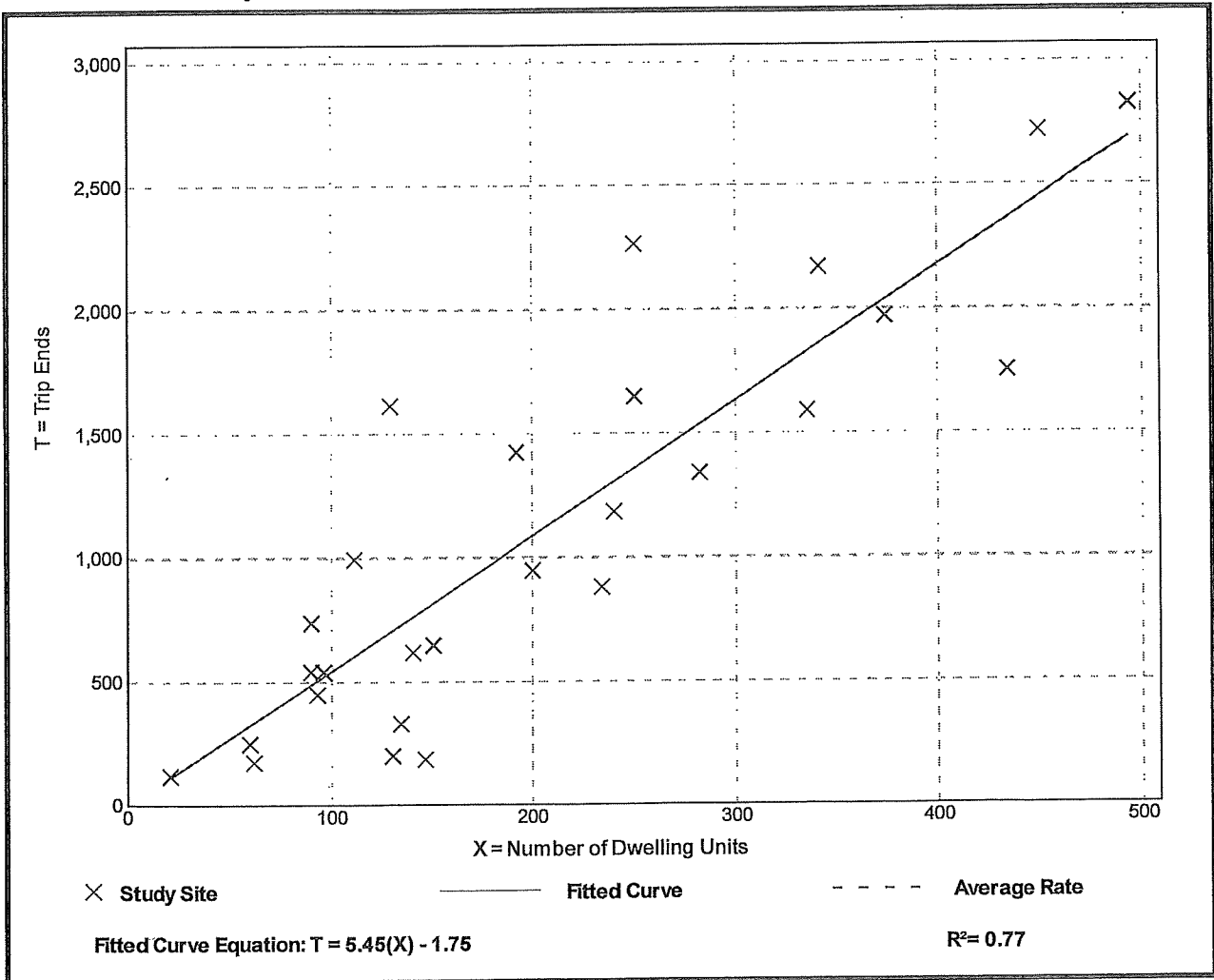
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 27
Avg. Num. of Dwelling Units: 205
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
5.44	1.27 - 12.50	2.03

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 53

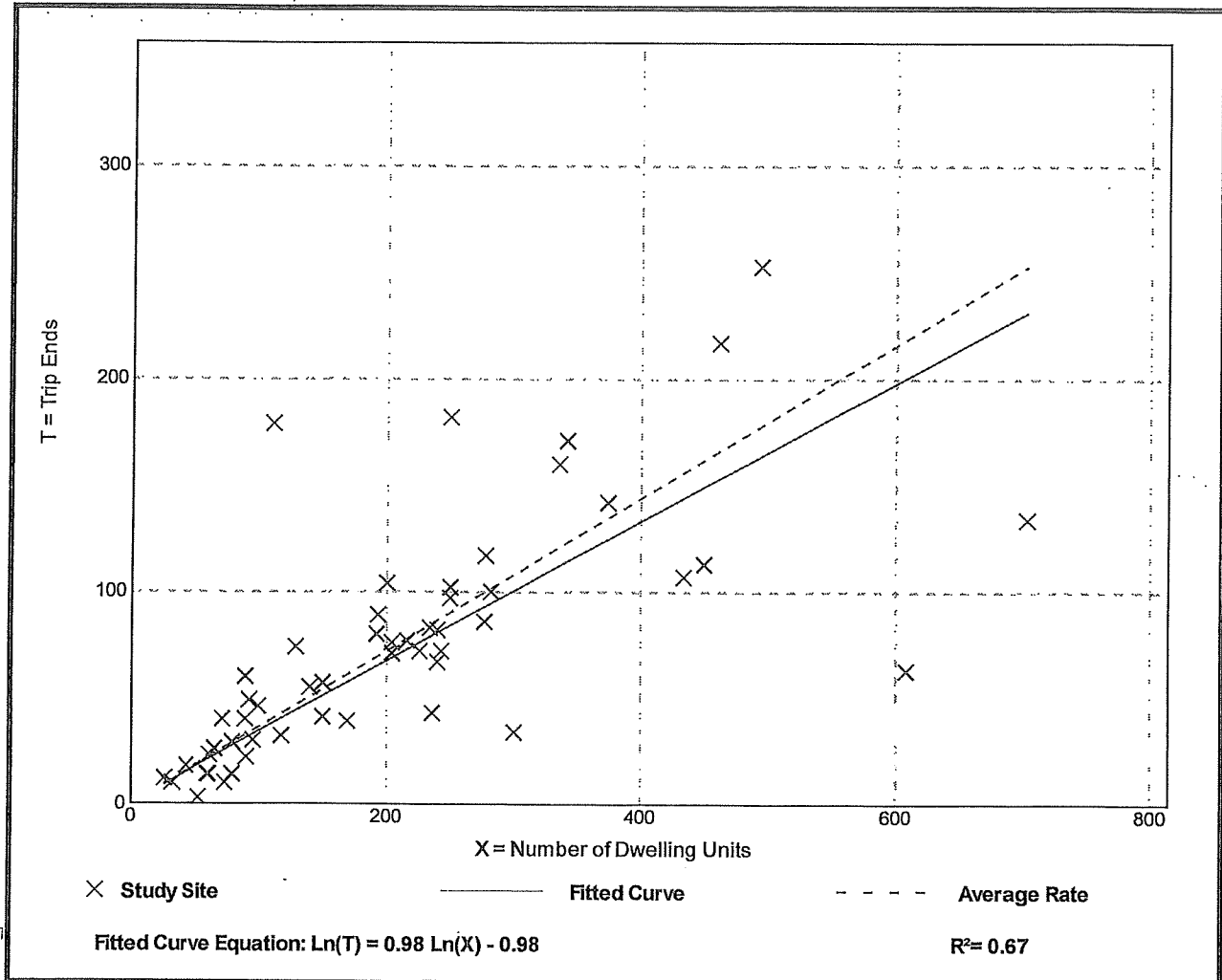
Avg. Num. of Dwelling Units: 207

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.06 - 1.61	0.19

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

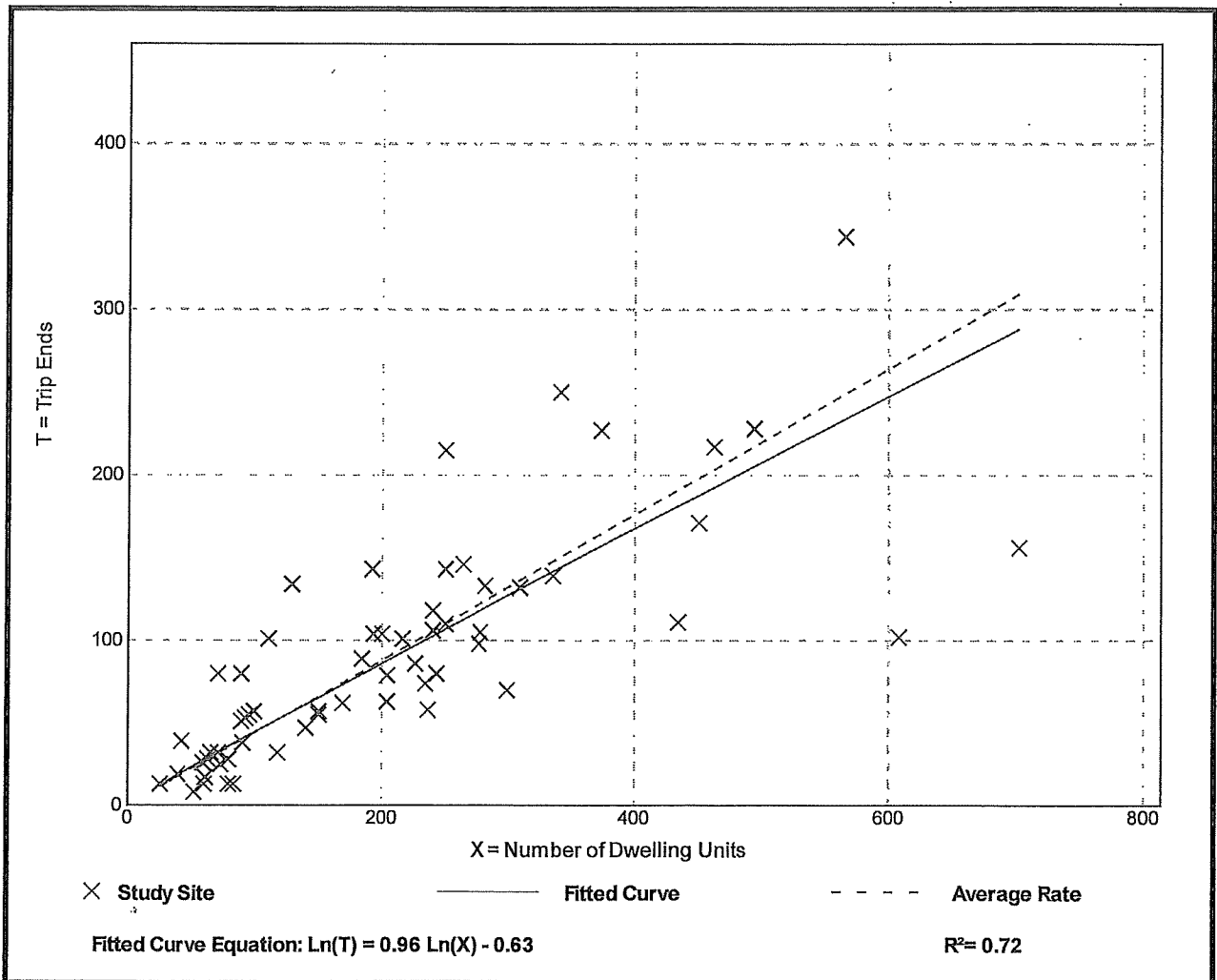
Vehicle Trip Ends vs: Dwelling Units
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban
 Number of Studies: 60
 Avg. Num. of Dwelling Units: 208
 Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.44	0.15 - 1.11	0.19

Data Plot and Equation



Recreational Community Center (495)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

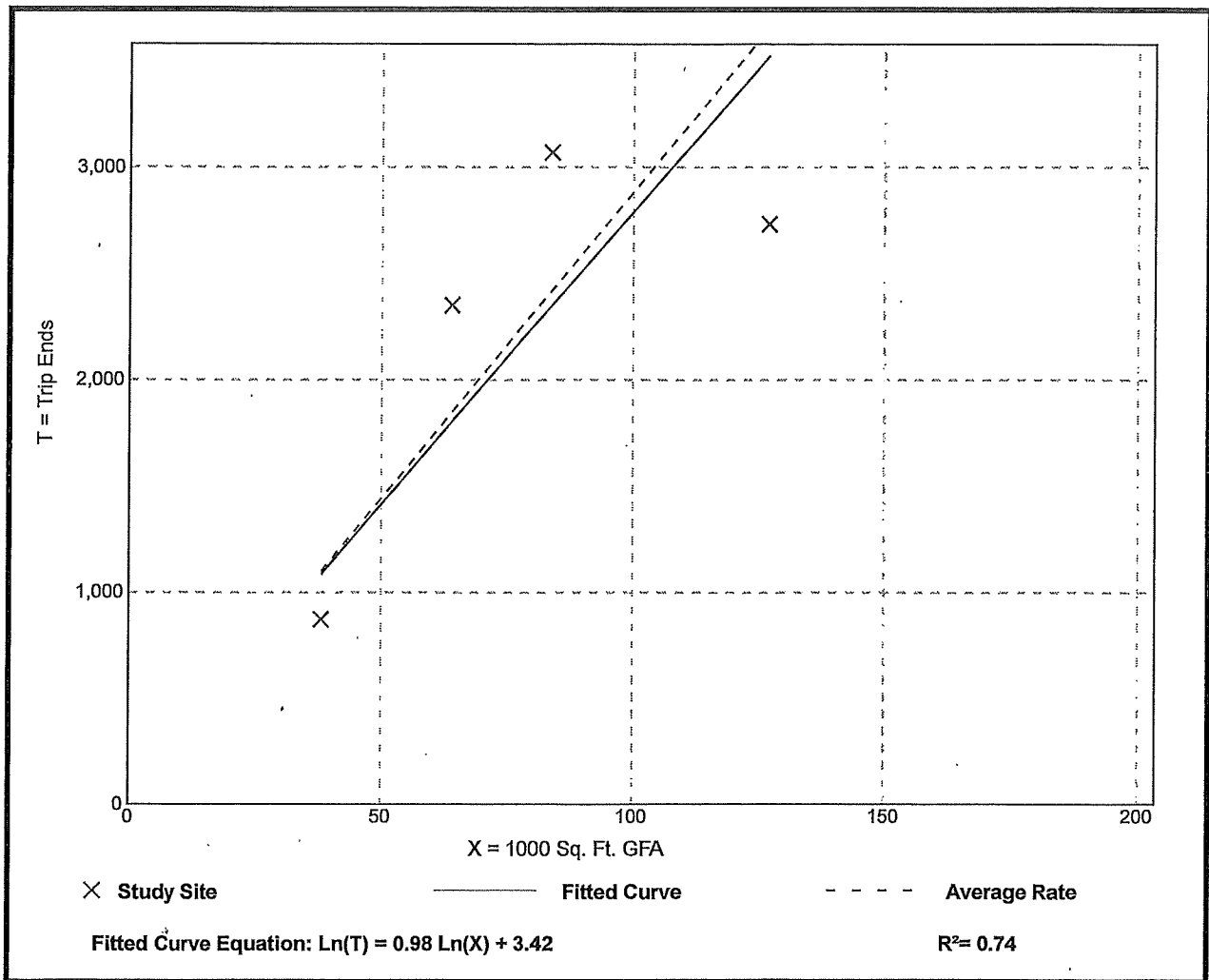
Setting/Location: General Urban/Suburban
 Number of Studies: 4
 1000 Sq. Ft. GFA: 78
 Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
28.82	21.49 - 36.71	8.56

Data Plot and Equation

Caution – Small Sample Size



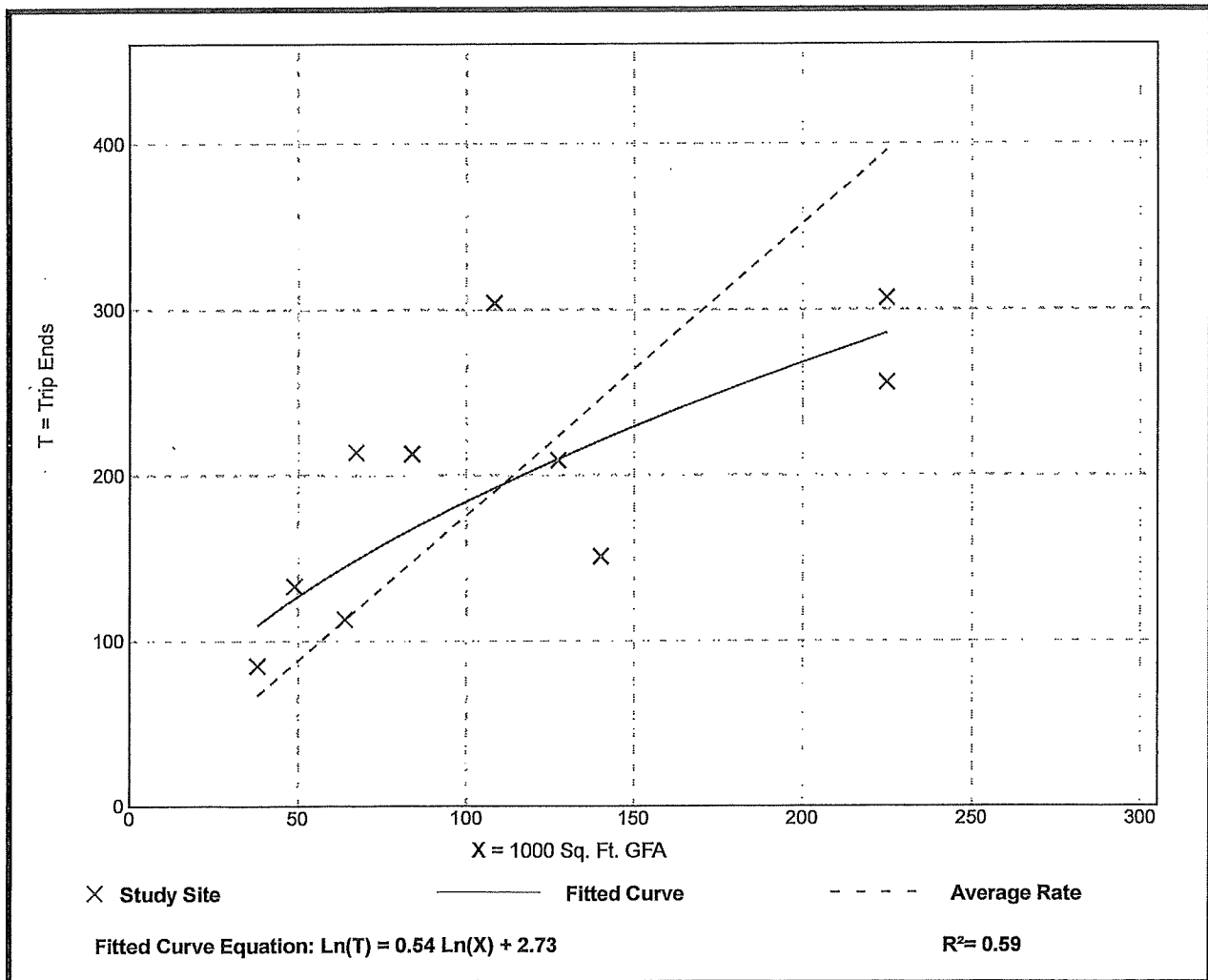
Recreational Community Center (495)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 10
 1000 Sq. Ft. GFA: 113
 Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.76	1.08 - 3.18	0.74

Data Plot and Equation



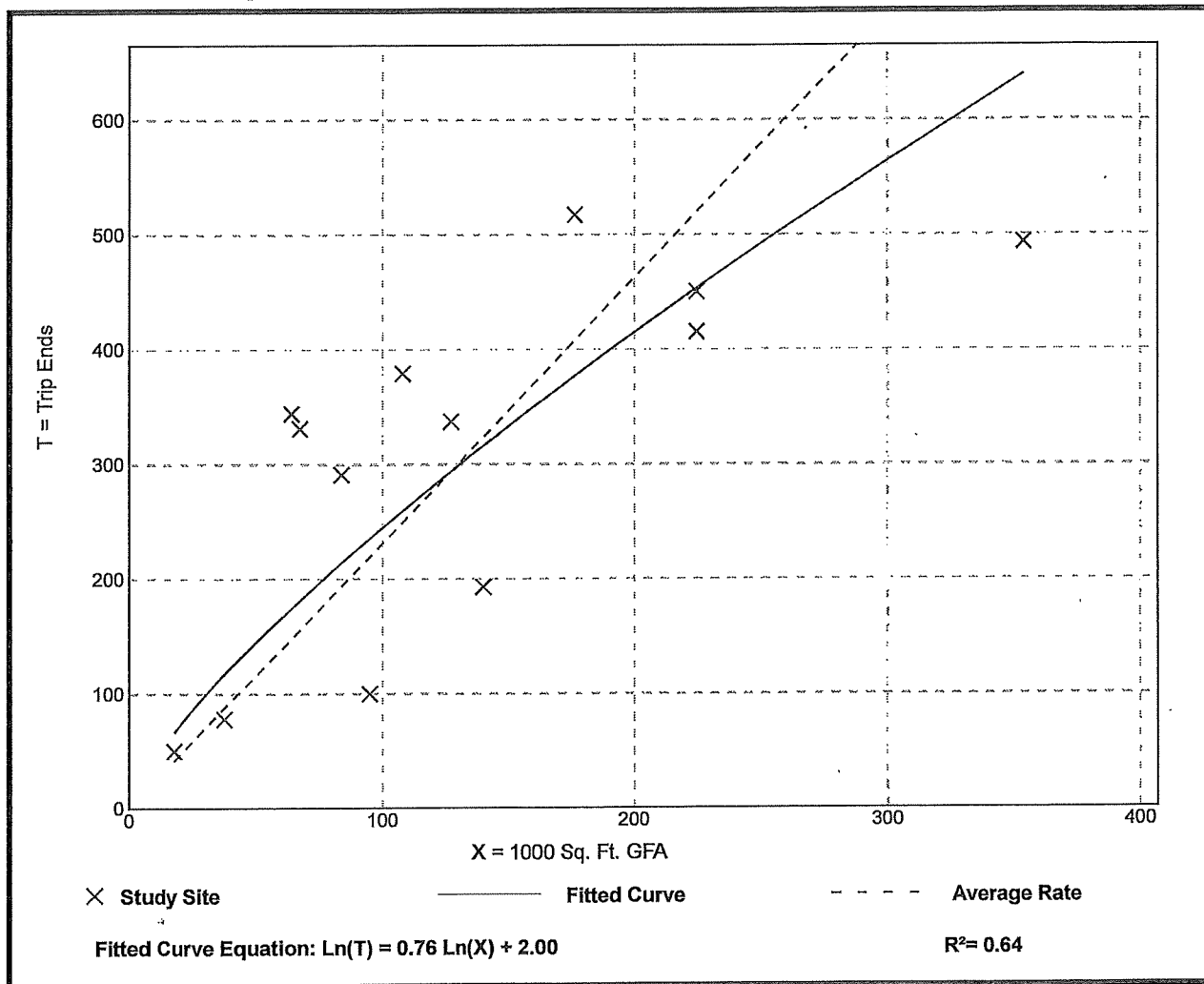
Recreational Community Center (495)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 13
 1000 Sq. Ft. GFA: 132
 Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.31	1.05 - 5.37	1.14

Data Plot and Equation



Water Slide Park (482)

Vehicle Trip Ends vs: Parking Spaces
On a: Weekday

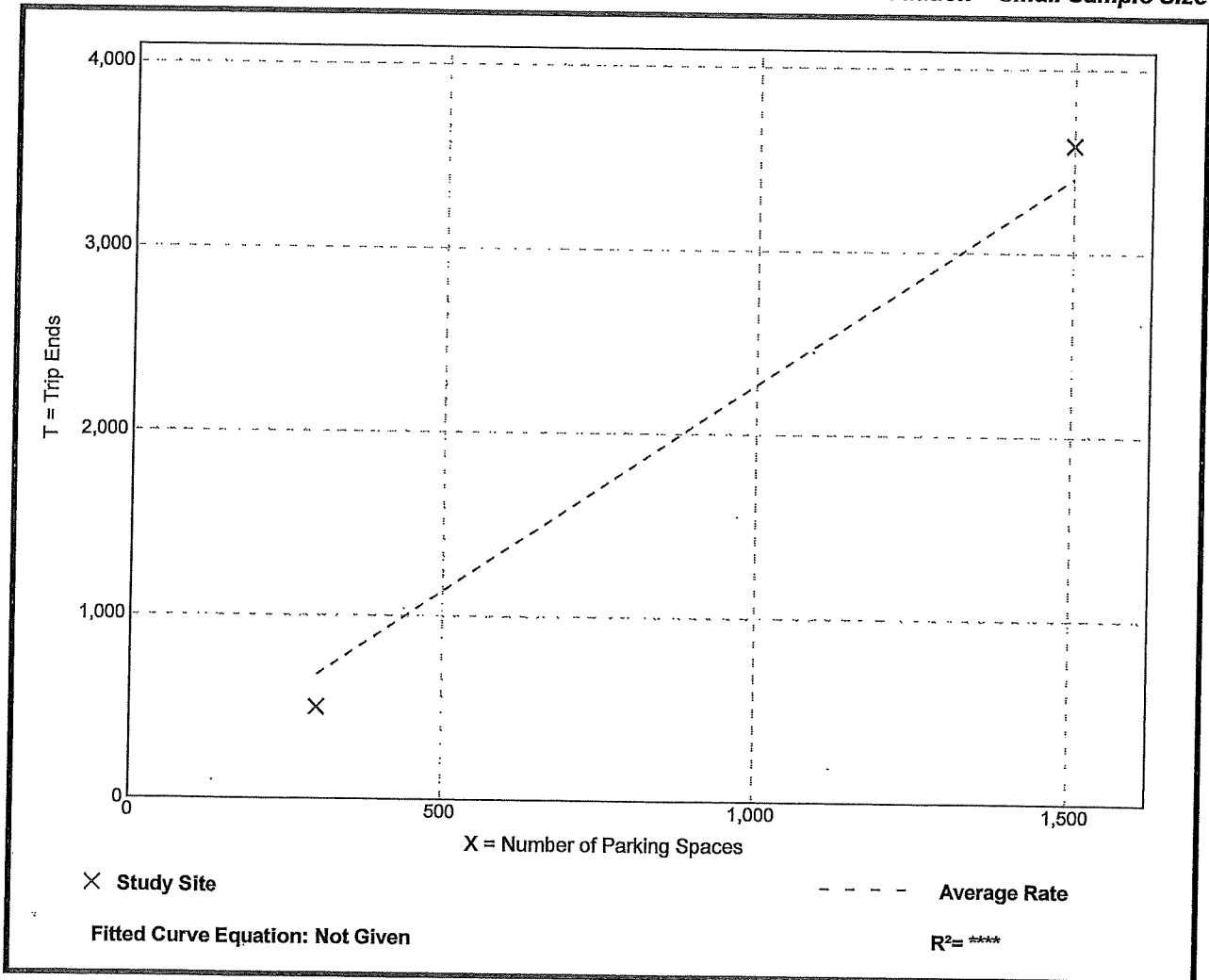
Setting/Location: General Urban/Suburban
Number of Studies: 2
Avg. Num. of Parking Spaces: 900
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Parking Space

Average Rate	Range of Rates	Standard Deviation
2.27	1.67 - 2.39	*

Data Plot and Equation

Caution – Small Sample Size



Water Slide Park (482)

Vehicle Trip Ends vs: Parking Spaces

**On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Parking Spaces: 1500

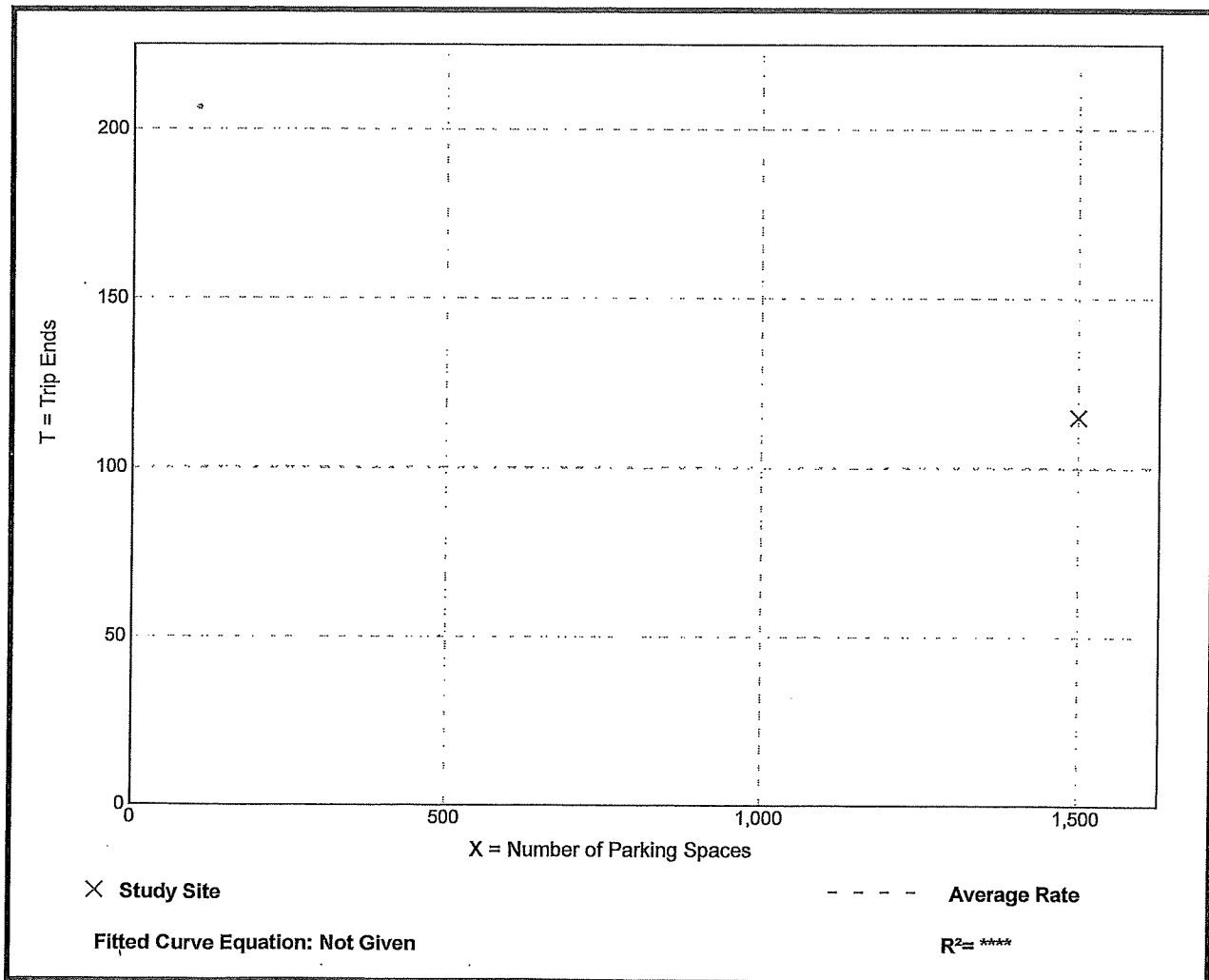
Directional Distribution: 70% entering, 30% exiting

Vehicle Trip Generation per Parking Space

Average Rate	Range of Rates	Standard Deviation
0.08	0.08 - 0.08	*

Data Plot and Equation

Caution – Small Sample Size



Water Slide Park (482)

Vehicle Trip Ends vs: Parking Spaces

**On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Parking Spaces: 1500

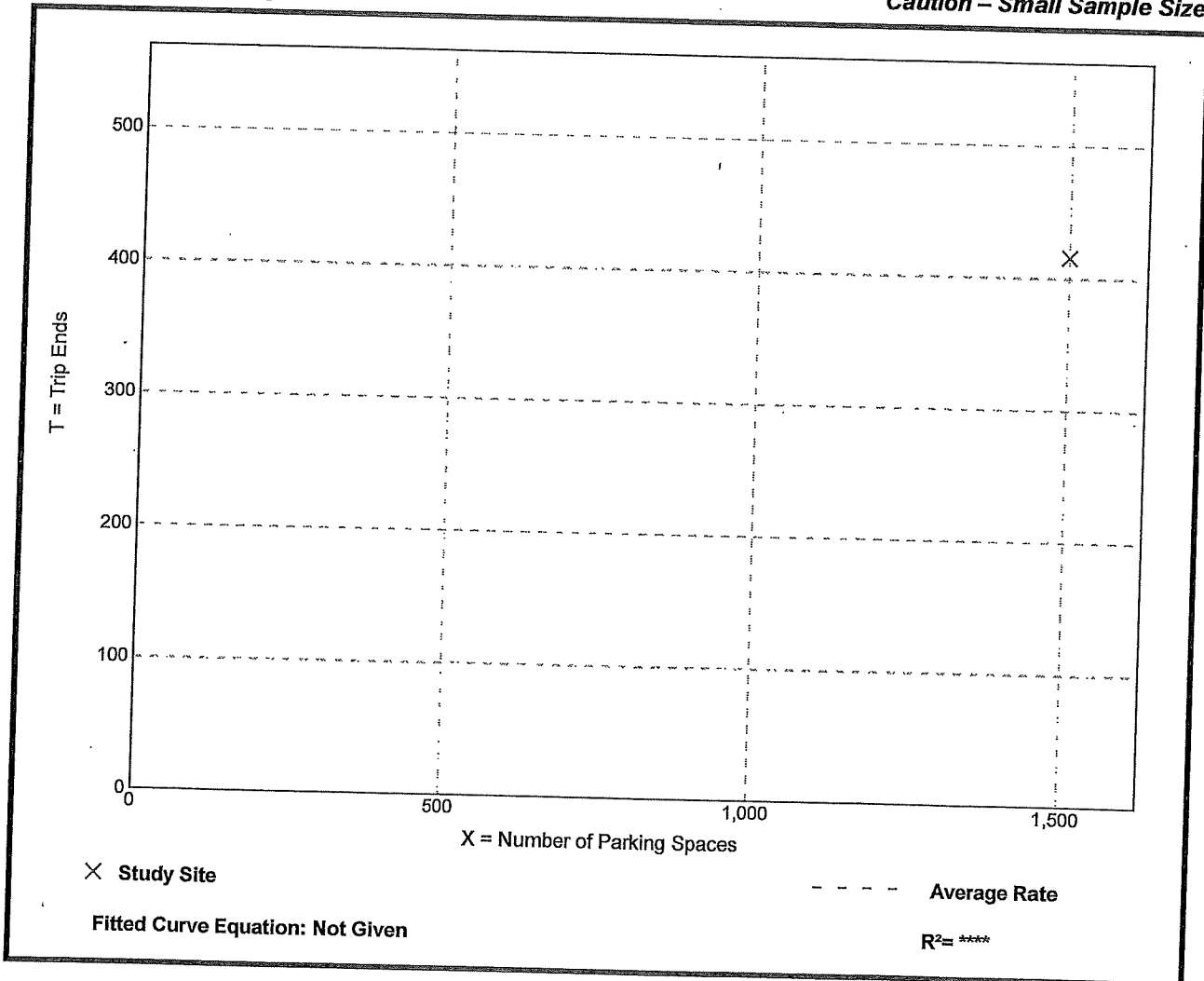
Directional Distribution: 21% entering, 79% exiting

Vehicle Trip Generation per Parking Space

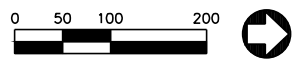
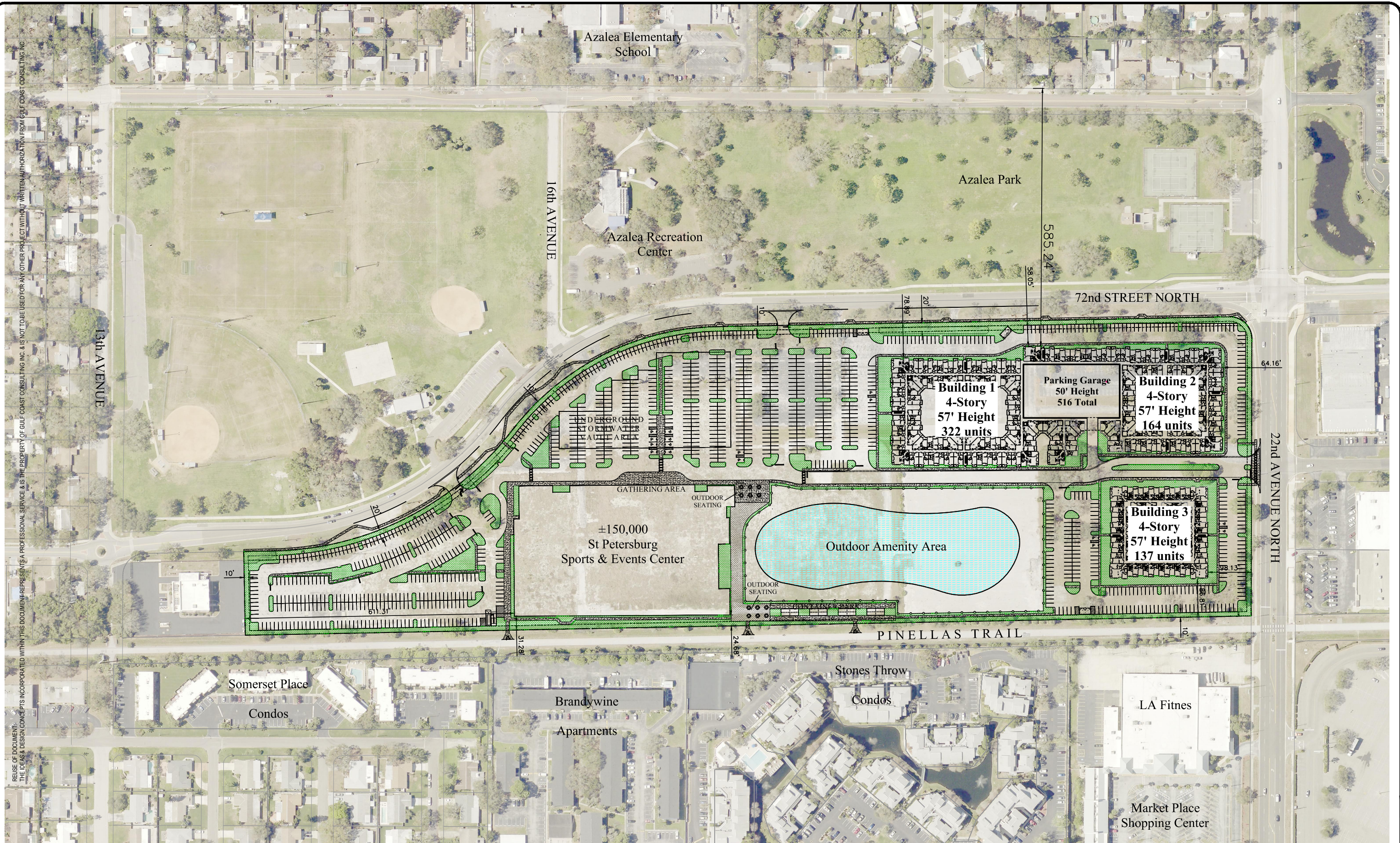
Average Rate	Range of Rates	Standard Deviation
0.28	0.28 - 0.28	*

Data Plot and Equation

Caution – Small Sample Size



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

Parking 1203 Surface Spaces
 516 Garage Spaces (if necessary)
 Total Parking 1719 Spaces

Sports Tourism Complex
 Conceptual Maximum Development Option Site Plan



**CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING**

**Council Chambers, City Hall
175 – 5th Street North
St. Petersburg, Florida 33701**

**January 12, 2021
Tuesday
2:00 P.M.**

MINUTES

Present: Christopher “Chris” A. Burke, Chair
C. Copley Gerdes
Will Michaels, Alternate
Thomas “Tom” Whiteman
Sharon Winters, Vice Chair
Jeffery “Jeff” M. Wolf

Commissioners Absent: Keisha A. Bell
Jeff Rogo
Gwendolyn “Gwen” Reese, Alternate
Lisa Wannemacher, Alternate

Staff Present: Derek Kilborn, Manager, Urban Planning & Historic Preservation
Laura Duvekot, Historic Preservationist II
Kelly Perkins, Historic Preservationist II
Ann Vickstrom, Planner II
Michael Dema, Assistant City Attorney
Heather Judd, Assistant City Attorney
Katherine Connell, Administrative Assistant, Planning &
Development Services

The public hearing was called to order at 2:47 p.m., a quorum was present.

I. OPENING REMARKS OF CHAIR

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

H. City File FLUM 60

Contact Person: Derek Kilborn, 893-7872

Request: An amendment to the Future Land Use Map from IL (Industrial Limited) to PR-MU (Planned Redevelopment - Mixed Use) with a concurrent amendment to the Official Zoning Map from IS (Industrial Suburban) to CCS-1 (Corridor Commercial Suburban) for a 29.11-acre parcel located at 1501 72nd Street North. Development Agreement: In addition, a proposed Development Agreement is summarized as follows:

- Development under the requested CCS-1 designation of a 150,000 square feet (minimum) Sports Tourism Facility (Commercial Recreation Facility) and ancillary retail/restaurant uses; multi-family buildings comprised of 623 apartment units with a minimum of 30% of the units being workforce housing; and a public lagoon with beach area; the combined intensity shall not exceed 0.55 FAR and the total density shall not exceed 623 units.
- In accordance with the CCS-1 designation, building height is limited to 48-feet; however, additional height can be achieved pursuant to the Large Tract Planned Development Overlay regulations, set forth in Chapter 16 of the City Code.

Staff Presentation:

Derek Kilborn gave a PowerPoint presentation based on the Staff Report.

Applicant/Owner Presentation

Robert Pergolizzi, Les Porter, were in attendance and gave a presentation in support of the project.

Registered Opponent

James Schattman, President Crossroad Area Neighborhood Association gave a presentation in opposition to the project.

Public Hearing

Linnea Sennott, 107 Fareham Place N., chose not to speak, was present and was for the project.

C. Olson-Adams, 1448 68th St., had to leave and was not sure of their position on the project.

Les Porter, 1645 Monterey Dr., for Porter Development spoke in support of the project.

Greg Schultz, 380 Park Place Blvd., Suite 300, spoke in support of the project.

Greg Holzwart, 6801 14th Ave. N., spoke against the project.

Todd Johnson, 6916 Stonestrow Circle N., spoke against the project.

Sean Cashen, 13825 Icot Blvd., spoke in support of the project.

Mike Meidel, Pinellas County Economic Development, spoke against the project.

Dr. Ed Carlson, 7691 30th Ave. N., spoke in support of the project.

Melanie Goodman, 6916 Stonestrow Cir, N, spoke against the project.

Cross Examination:

Waived by City Staff and Applicant

Rebuttal/Closing Remarks

Waived by City Staff and Applicant.

Executive Session

Commissioner Burke: Alright Commissioners I think we have had a lot of great information presented from all angles on this particular issue I'm sure that you have a lot of questions and we have City, the Opponent the Applicant here so we have plenty of opportunity to ask questions. Anybody ready to kick this off?

Commissioner Whiteman: Yes, I have a bunch of questions for Derek.

Commissioner Burke: Mr. Kilborn, will you come up to the podium please?

Commissioner Whiteman: My first question is, what is the use of an IS (industrial suburban) zoning right now? right now, what would be used there would be on that property?

Derek Kilborn: Sure. The current zoning is Industrial Suburban and Industrial Suburban is a category where we can accommodate different industrial and employment-related type uses. Under the Industrial Suburban category uses tend to be more of a clean industrial type of operation, an office headquarters for example. That did play into our assessment here because when we looked at the existing IS and what uses are allowed and specifically, under that target employment center which is important, and then what are those uses if we carry them over to the CCS-1, what happens? What we found out is that those uses would still be allowed under that change. For us that brought some comfort knowing that we were not necessarily taking away the employment industrial opportunity it can still go there under the CCS-1 zoning and that was important to us. I didn't mention that office temporary labor though is one that did not translate over, but that is not one of our targeted economic sectors and so we didn't consider that too much of a negative impact.

Commissioner Whiteman: Okay, thank you for clarifying, I do have some more questions for you. In the talks about the maximum building height of forty eight (48) feet I see three buildings that are 57 ft plus the parking garage is more than forty eight (48) feet and I would assume that the sports facility would be higher than that, what are we doing here?

Derek Kilborn: This is where I want to give some caution about site plans and looking at renderings because they are not fully vetted yet against what might be the code restrictions or regulations. They do have an avenue to get to taller heights above forty eight (48) feet if they use the Large Tract Plan Development option and if needed, we can pull the diagram up and I can walk you through that. That diagram was also included in your staff report, essentially the Large Tract Plan Development overlay allows taller buildings at the center of a property in exchange for providing transitional buffers on the perimeter. For example, if they were thinking of using the Large Tract Plan Development option to get to the 50 some feet that you see in the one rendering, there are some parking spaces out in what would be defined as the buffer for the Large Tract Plan Development option and that is going to require some design change because those, parking spaces would not be something that could be accommodated and meet the requirements definition of that buffer space.

There are some things here that might have to change or be tweaked if they are going to try to use the Large Tract Plan Development option. In another section of the code that we have, called allowable height encroachments, there are some minor exemptions in there to the maximum height so, for example, if you have mechanical rooms on the roof of a building for elevator shafts that is an example of an allowable height encroachment. There are few of those articulated in the table and so we do have a section reference in the staff report for that as well, you can go to that chart and see what those might be.

Commissioner Whiteman: Okay, and my last question at this point is, there was a man here from the Pinellas, I did not get his name, Pinellas County Economic Development.

Derek Kilborn: Yes, Mike Meidel.

Commissioner Whiteman: He's not in favor, I assumed he was trying to say was not in favor of converting this from IS (Industrial Property) to the CCS-1. I hate to see industrial property go too for future development we need. Can you address that, I mean is this property, it has been vacant for twenty (20) years, from what I am hearing. I thought it was used just a few years ago.

Derek Kilborn: Well, you know these applications come in and they usually get turned around fairly quick and brought to the Commission for a consideration. In this case obviously COVID-19 was the cause for some delay. Prior to that, there had been some long discussions between the Applicant, the City, also the County staff including Mike Meidel. economic development office and the Forward Pinellas planning office because industrial land is considered important to the future of the county and so not only in the City's Comprehensive Plan, but also in the Countywide Rules, there are separate criteria and thresholds for approving these types of map changes. Very early on in the process, all these different individuals were engaged at the city and county level to make sure that whether they supported it or not, they were familiar with what was going to be brought forward. I know that as staff we had several meetings with individuals at County planning and economic development, including Mike Meidel, but I believe that the applicant has as well and they can speak to the finer details of that but he does raise important points and considerations. Industrial land is important and that's represented in the Comprehensive Plan and Countywide Rules and how they deal with these types of map changes.

Commissioner Whiteman: Okay, thank you.

Commissioner Gerdes: I have a follow up, I have a lot of questions, but I have a follow up to that one for the Applicant. Mike Meidell is opposed, I mean he did not say it outright but seems like it and then Tim Ramsberger is for it, at least you said so. It seems like the county is a bit split.

Brian J. Aungst, Jr.: Yes sir, I guess I want to just kind of go back to the fact that this has been extremely comprehensive in terms of vetting and discussing this application as Mr. Kilborn said

not just with the city not just with the neighborhood's been also with the county. We have met with a majority of the County Commissioners about the legislative nature of the of the Land Use Amendment we have met with Mr. Blanton and Mr. Chapman at Forward Pinellas. We have met with Mr. Meidel, we have met with Mr. Ramsberger. I am extremely confident, and I know I'm saying this on the record, that with the extremely good work of your Staff in terms of the Staff Report the very strong Development Agreement the pro-forma and feasibility and economic analysis of sports facilities advisors who the county themselves hired to attract a project like this as Mr. Sullivan said back in 2019, that if this application is approved by the City Council in First Reading and is transmitted to Forward Pinellas and to Pinellas County to the County Commissioners that the County Commissioners will support it. I believe that and that is why we're here we didn't think that we were going to get to that point we would not have put all the effort into getting this point.

Commissioner Gerdes: Thank you.

Brian J. Aungst, Jr: Thank you sir.

Commissioner Gerdes: Also Robs last name is Gerdes, it just happens to be mine too. But not the same person.

Commissioner Burke: Do you have any other questions?

Derek Kilborn: If I may add to that answer, just kind of reflecting on an earlier question too. When this application first came in, it did not have a Development Agreement and so as the conversation moved through these different levels and concerns were being expressed about the loss of the industrial land and the need for affordable workforce housing, that is at the point where the Development Agreement was introduced by the applicants as consideration to address those concerns. These have been taken seriously at the different levels and that is why you have a Development Agreement that is going along with the application and that's why we felt comfortable enough recommending approval because that Development Agreement is addressing those issues specifically.

Commissioner Burke: Mr. Gerdes, anything else?

Commissioner Gerdes: Sure, I will fire mine off. I am sorry if you don't mind stepping up again. I noticed that the walkways from the trail through the property they have been referenced a couple of times and, I know this is you know this is broad, right but it seems like they only walk to the restaurants and then there's no like real pass through to the park. Do you think that'll be continued,

here is where I am coming from, I live four blocks from here, I walk my kids on that trail everyday. I would love to be able to walk not through a parking lot.

Brian J. Aungst, Jr: Yes, of course.

Commissioner Gerdes: Yeah so that's it that's kind of where I'm coming from with that with that question.

Brian J. Aungst, Jr: Mr. Pergolizzi, can Respond to that.,

Robert Pergolizzi: Thank you again. For the record Gulf Coast Consulting. This is a maximum development option conceptual plan. As we move through this site plan we will work with Staff about providing that pedestrian connection enumerated in the Development Agreement by Mr. Kilborn to get from the Pinellas Trail over to Azalea Park.

Commissioner Gerdes: Thank you, I just kind of needed to hear it, frankly. Then I guess it would not be a question it would be more of a comment, to me, living so close to this and walking by it every day there is a big question here and I say this really to the commission there's a big question here, I guess this is a question. Do we keep it industrial or do we let this plan you know take its trail onward? From my perspective, I think about somebody like Amazon coming in and trucks going in and out, I would much rather have this, if I had a choice. I'm not sure that if I had to pick for my neighborhood, and I had a lot of my questions that I wrote down, I probably wrote down 47 questions but, I appreciate both sides. I think this can be done correctly I think we have got trust in the City and we've got to trust in the applicant to do it that way. I appreciate, I might have one more question, but I appreciate all of the input is very thorough and I feel significantly better about it thank you

Commissioner Burke: Thank you.

Commissioner Wolf: Just a follow up on Mike Meidel's comments, one thing that he said that I wanted to ask about, there was, I guess some potentially new incentives that were offered by I'm not sure if it was the state to try and make this Industrial and more attractive for its current uses. I know it's been vacant for 20 years, so obviously it hasn't been very attractive to anybody so far, but do any of those incentives change your evaluation of that Industrial attractiveness or lack thereof for the industrial zoning?

Derek Kilborn: I would say at this time it does not, provided that the map amendment is considered in conjunction with the Development Agreement.

Commissioner Michaels: I have a couple of statements and questions, maybe to start with if you could put the diagram on page 25 up that is the future land use diagram. I do want to just preface

this by saying that I very much appreciate the time and energy and investment already that the Development Group here has put into this. I also want to say that I very much appreciate the Crossroads Neighborhood effort here. Mr. Schattman, it is very difficult to master and understand and get to the point where you got a grasp of a project as complicated as this, and I think you have done a valiant job of trying to do that, you know it with no resources to speak of. You are entirely a volunteer operation and that is very much appreciated. The result here today might not be what you would like, I think you should be proud of what you have done here today. One of the points that I have been struggling with here is established character Land Use Policy, Land Use 3.6, which speaks to the extent to which this project fits in with the surrounding neighborhoods and this is the diagram here which shows the existing Future Land Use and then we see the proposed the Future Land Use here. Obviously, we have a high-density project being proposed for the site, the thirty-acre site, and I kind of get it with respect to the east side of this project that there is a fit there, but I am still wavering here about whether or not there's a bad fit on the west side. We have a park there, recreation open space there, and then right after that we have got the RU the Residential Urban, very low-density housing there. We had a case like this before with the Lakewood Townhouses where originally, they were proposing to build those in the middle of recreation open space and at least for me it was a major consideration that that was not appropriate because it did not fit in with the established character in the surrounding area. There we did get the applicant to change the location so that it was adjacent to the residential housing rather than in the middle of a recreation open space, so briefly here I know we have been here for a long time, but if the Staff could just try to help me get beyond my I hesitation on this particular point?

Derek Kilborn: We do think that it is a natural fit. Our start point is property that has industrial zoning on it. That could be any number of things, as you have heard in the Commission discussion tonight. It could be other industrial uses that are not necessarily compatible with the neighboring single-family and multi-family that is there. In this case you have a proposal that is a sports recreation facility. It is recreation in nature, which is compatible with the activities that are happening in Azalea Park and are also compatible with the primary purpose and function of the Pinellas Trail, which is recreation. Having that linkage required in the Development Agreement for recognizing the importance of recreation here, and a need for those different elements to connect and be unified together, we think that recreation is a very important piece of this. In terms of residential on the north you do have multi-family that's being proposed, and we believe that is entirely consistent with multifamily that exists to the east. We talked about some of the density numbers being in the approximate range of 20 and 25 units per acre which is consistent and then in terms of the single-family to the west they do have the buffer of over 500 feet and the parklands. We did think that there were some compatible fits here in the proposal that has been put forward and again I'll say with the Development Agreement included, we do think that's important for maintaining that compatibility and consistency in this example.

Commissioner Michaels: Alright, thank you. I have got two other comments, one is that we have

got a toxic site here, and that to me is huge and it raises the question of a risk to public health. Can you assure us that this development will not end up being a risk to a public health because it's being built on toxic waste site?

Derek Kilborn: That is a difficult and challenging question for me. I think the way for me to answer it is, I can assure you that the proper procedures will be followed with local and state and any potential federal agencies to make sure that as this project moves forward, it's getting reviewed in the way that it needs to ensure the public safety. For the work that we do in our office, I hesitate to give you that guarantee from a personal position, but I can assure you that it will follow all proper permitting procedures or else this project cannot be built. I think what you are seeing in the layout of the site plan reflects feedback that has been received over the years. In my position with the City I obviously have been here a while and I have seen a number of plans come forward on this site that are conceptual in nature. Early on, they included mostly 100% residential including on the south portion of the site. In more recent years, we have seen that modified and some of the concept plans coming in were concentrating the residential units on the north end which is outside of the contaminated area. I think it is reflecting some of the feedback that has been received by these potential applicants, both from state and federal agencies.

Commissioner Michaels: Again, thank you just a final comment I am not asking for any response on this, we've had some information presented to us comments about drainage and stormwater for this particular site and again that is a huge issue to me, and I just want to put that out there to be recognized. Thank you.

Commissioner Burke: Any other comments?

Commissioner Winters: Yes, just quickly many of my concerns have been address so I appreciate all the presentations and I apologize if someone covered this, but I have to say my attention is flagging at this moment. Noise, can you talk a little bit about noise abatement specifically between the outdoor amenity area? I know you got the Container Park which spans half of that length, but what kind of sound barriers, to address the neighborhoods concern?

Brian J. Aungst, Jr: I am going to ask Mr. Sullivan or Les to come up in and more specifically address that but I know that again in a site plan approval process will be required to go through a noise mitigation plan which is part of the Land Development Code. That plan will be a formal plan, it will not just be me up here standing and talking, you will have it in your hands to review. Not you the DRC, it will be also open to public scrutiny and public comment so that is a very important part of the site plan approval process, it is something that we are very much concerned about considering. As I mentioned earlier, the sports facility itself is all indoors so there is no activities, but I do understand there is concern with the container park and there's also concern with the lagoon

and I do understand that. The hours of operation another thing we will be talking about through the site plan approval process, The only other comment I will make and I think it's responsive is that it's important to remember that this property abuts the Tyrone Activity Center and as such, the activity center was designed for high intensity uses and we think this is a really good transition from the activity center and towards the park. I think the Staff really focused on the fact that this is abutting the activity center as part of their recommendation for approval. I am not sure if that answers your question, but I hope it did.

Commissioner Winters: That is good, yes, thank you.

Commissioner Burke: Alright, if it is okay with everyone else I would like to comment, I think the questions I have here are for a later date when you are doing site plan approval on a final design approval but I would love to see more sports tourism in Pinellas County, and especially in the City of St Petersburg. Do we have a current sports director in Pinellas County used to be Kevin Smith is there a sports director in Pinellas County now, do we know?

Someone in the audience: He is the sports director.

Commissioner Burke: He is a sports director, I grew up with my kids going to all these sporting events and you know it was either four or eight of us traveling with these kids it's whether there's a grandma or grandpa there, go to Winter Haven or Auburndale where they built six baseball fields and a couple cheap hotels and it changed those cities completely. Go to North Shore pool this weekend and see the 200 little kids swimming and the 800 moms and dads and brothers and sisters that are all with him. I think we should do more of this, these are tough decisions though, you've got people that have been living in these neighborhoods and that have serious concerns. As we listen to the public we've got about half in favor and we have about half against, so everything is a compromise. We have land use, we have we have ordinances in place, we have the noise ordinance in place that's been one of the biggest complaints the noise ordinance in the city of St Petersburg has been a big issue for the last few years and we all think of the noise ordinance as being bars at downtown at 2:00 am in the morning making too much noise but it is so much more than that. It is noise from rooftop air conditioners, it's noise from Canterbury Baseball Field being next to Puryear Park neighborhood all those things are governed by the noise ordinance and we as a City have to have faith in our City Staff that these things are going to be followed. I might think that this can be a very good project for this area I would love to see it go in there. I understand the concerns of the registered opponent and the other people that have spoken against it and I think that your concerns are being heard, the traffic, the noise those are those are big things and those are very real when you live in that area and I would encourage you to stick with the process as the site plans are approved, as this thing moves up through the ranks and I think that a lot of your concern should be addressed I hope they are. I definitely would be in favor of moving forward with a Future Land Use Map Amendment rezoning and a Development Agreement as presented by the City, if we have a motion to that effect. Do we have a motion?

Commissioner Whiteman: So moved.

Commissioner Burke: Commissioner Whiteman moved to approve...

Commissioner Whiteman: Move to approve the proposed Future Land Use Map from IL (Industrial Limited) to PR-MU (Planned Redevelopment - Mixed Use) while retaining the existing target employment center overlay and the proposed Official Zoning Map amendment from IS (Industrial Suburban) to CCS-1 (Corridor Commercial Suburban) and approve the associated Development Agreement

Commissioner Burke: We have a motion on the floor.

Commissioner Gerdes: Second.

Commissioner Burke: And we have a second from Commissioner Gerdes, let's go ahead and vote by roll call please.

Commissioner Burke: Mr. Schattman thank you very much for participating in the system and I can assure you have been heard, you have been heard, so thank you very much. and to the applicants good luck with your project and thanks for listening to the comments today.

MOTION: *Commissioner Whiteman made a motion approving an amendment to the Future Land Use Map from IL (Industrial Limited) to PR-MU (Planned Redevelopment - Mixed Use) with a concurrent amendment to the Official Zoning Map from IS (Industrial Suburban) to CCS-1 (Corridor Commercial Suburban) for a 29.11-acre parcel located at 1501 72nd Street North and approving the Development Agreement:*

Commissioner Gerdes seconded

VOTE: *YES – 6 –Burke, Gerdes, Michaels, Whiteman, Winters, Wolf*
NO – 0

Motion passed unanimously.

VIII. UPDATES AND ANNOUNCEMENTS

There were no updates.

VIII. ADJOURN

Commissioner Wolf made a motion to adjourn.
Commissioner Whiteman seconded.

With no further items to come before the Commission, the public hearing was adjourned at 7:00 pm