

**CITY OF ST. PETERSBURG
CITY COUNCIL**

Meeting of October 5, 2023

Submitting Department: Planning and Development Services Dept.

Department Contact & Phone Number: Britton Wilson, (727) 551-3542

Agenda Category: New Ordinance/First Reading

Agenda Subject Matter: AN ORDINANCE APPROVING THE FIRST AMENDMENT TO A DEVELOPMENT AGREEMENT FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE GANDY BOULEVARD/INTERSTATE-275 INTERCHANGE; RECOGNIZING THAT THE SUBJECT AGREEMENT IS BY AND BETWEEN GATEWAY JABIL PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, GATEWAY JABIL PHASE II PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND GEP XI GANDY, LLC, A DELAWARE LIMITED LIABILITY COMPANY COLLECTIVELY AS THE OWNER OF THE PROPERTY, WHICH HAVE SUCCEEDED BOTH JABIL, INC. AS OWNER OF THE PROPERTY AND GREYSTAR DEVELOPMENT EAST, LLC AS DEVELOPER OF THE PROPERTY AND THE CITY OF ST. PETERSBURG, FLORIDA, A FLORIDA MUNICIPAL CORPORATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

APPROVALS:

Administrative:



ERA

Budget:

NA

Legal:

/s/ Elizabeth Abernethy for Michael Dema

Is attached back-up material complete? Yes



ST. PETERSBURG CITY COUNCIL

Meeting of October 5, 2023

- TO:** The Honorable Brandi Gabbard, Chair, and Members of City Council
- SUBJECT:** ORDINANCE 559-H, approving the first amendment to a previously approved development agreement for property formerly owned by Jabil Inc and generally located at the northeast corner of Gandy Boulevard and Interstate-275 interchange.
- REQUEST:** The applicant is requesting a modification to the Development Agreement to change the timing of the delivery of industrial uses in order to address adverse subsurface soil conditions discovered during construction. In exchange, the amended agreement is requiring a 45% increase in the overall required industrial square footage to be built.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Public Input: No public comments have been received at this time.

Community Planning & Preservation Commission (CPPC): On September 12, 2023, the CPPC held a public hearing regarding the proposed 1st amendment to an existing Development Agreement and made a finding of consistency with the City's Comprehensive Plan and voted 6 to 0 to recommend APPROVAL.

Recommended City Council Action:

- 1) CONDUCT the first reading of the attached proposed ordinance; AND
- 2) SET the second reading and adoption public hearing for October 19, 2023.

Attachments: Ordinance, Development Agreement, CPPC Staff Report and Draft Minutes

ORDINANCE NO. 559-H

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO A DEVELOPMENT AGREEMENT FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE GANDY BOULEVARD/INTERSTATE-275 INTERCHANGE; RECOGNIZING THAT THE SUBJECT AGREEMENT IS BY AND BETWEEN GATEWAY JABIL PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, GATEWAY JABIL PHASE II PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND GEP XI GANDY, LLC, A DELAWARE LIMITED LIABILITY COMPANY COLLECTIVELY AS THE OWNER OF THE PROPERTY, WHICH HAVE SUCCEEDED BOTH JABIL, INC. AS OWNER OF THE PROPERTY AND GREYSTAR DEVELOPMENT EAST, LLC AS DEVELOPER OF THE PROPERTY AND THE 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 First Amendment to a Development Agreement associated with approximately 93.38 acres of land generally located at the northwest corner of the Gandy Boulevard/Interstate-275 Interchange, more particularly described as follows:

Property

Legal Descriptions:

GATEWAY CENTRE BUSINESS PARK ADDITION ONE THAT PART OF TRACT A DESC AS FROM SW COR OF SEC 23-30-16 TH S89D48'42"E 2725.07FT FOR POB TH N00D04'16"E 717.38FT TH N89D40'56"E 182.92FT TH CUR LT RAD 125FT ARC 117.06FT CB N62D51'12"E 112.83FT TH N36D01'28"E 394.23FT TH S53D58'32"E 719.48FT TH S36D01'26"W 342.6FT TH CUR RT RAD 1045.92FT ARC 511.13FT CB S50D01'26"W 506.06FT TH S62D57'44"W 570.05FT TH N00D16'06"W 195.78FT TO POB

GATEWAY CENTRE BUSINESS PARK ADDITION ONE THAT PART OF TRACT A DESC AS FROM NW COR OF SD TRACT A TH S89D48'E 1255.1FT TH S00D12'W 764.57FT FOR POB TH S53D58'32"E 588.11FT TH S36D01'26"W 1077FT TH N53D58'32"W 734.48FT TH

N36D01'28"E 758.19FT TH N72D11'08"E 130.61FT TH N57D22'38"E 123.61FT TH N49D54'25"E 101.196FT TO POB

GATEWAY CENTRE BUSINESS PARK ADDITION ONE TRACT A LESS THAT PART DESC AS FROM NW COR OF SD TRACT A TH S89D48'E 1255.1FT TH S00D12'W 764.57FT FOR POB TH S53D58'32"E 588.11FT TH S36D01'26"W 1077FT TH N53D58'32"W 734.48FT TH N36D01'28"E 758.19FT TH N72D11'08"E 130.61FT TH N57D22'38"E 123.61FT TH N49D54'25"E 101.19FT TO POB PER O.R. 22053/1991 ALSO LESS THAT PART DESC AS FROM SW COR OF SEC 23-30-16 TH S89D48'42"E 2725.07FT FOR POB TH N00D04'16"E 717.38FT TH N89D40'56"E 182.92FT TH CUR LT RAD 125FT ARC 117.06FT CB N62D51'12"E 112.83FT TH N36D01'28"E 394.23FT TH S53D58'32"E 719.48FT TH S36D01'26"W 342.6FT TH CUR RT RAD 1045.92FT ARC 511.13FT CB S50D01'26"W 506.06FT TH S62D56'41"W 570.17FT TH N00D14'34"W 196.1FT TO POB

Parcel ID Numbers:

23-30-16-30373-000-0011, 23-30-16-30373-000-0012, and 23-30-16-30373-000-0010

is hereby approved and adopted, in accordance with the Florida Local Government Development Agreement Act, §§ 163.3221, et seq., Fla. State.

SECTION 2. The subject First Amendment to Development Agreement is by and between GATEWAY JABIL PROPERTY OWNER, LLC, a Delaware limited liability company, GATEWAY JABIL PHASE II PROPERTY OWNER, LLC, a Delaware limited liability company, and GEP XI GANDY, LLC, a Delaware limited liability company (collectively "Owner"), which have succeeded both: (a) Jabil, Inc. as owner of the property; and (b) Greystar Development East, LLC as developer of the property and the City of St. Petersburg, Florida, a Florida municipal corporation. A copy of the First Amendment is attached hereto and incorporated herein.

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

SECTION 4. Compliance with §166.041(4), Florida Statutes. This ordinance is enacted to implement Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

SECTION 5. 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:

PLANNING & DEVELOPMENT SERVICE DEPARTMENT	DATE
<i>/s/ Michael J. Dema</i>	9/21/2023
ASSISTANT CITY ATTORNEY	DATE

00701090.docx



FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into as of the Effective Date (defined below), by and between **GATEWAY JABIL PROPERTY OWNER, LLC**, a Delaware limited liability company, **GATEWAY JABIL PHASE II PROPERTY OWNER, LLC**, a Delaware limited liability company, and **GEP XI GANDY, LLC**, a Delaware limited liability company (collectively hereinafter "Owner"), and the **CITY OF ST. PETERSBURG, FLORIDA**, a Florida municipal corporation (hereinafter the "City") (collectively hereinafter "the Parties").

WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 93.38 acres of land located at northwest corner of Gandy Blvd and Interstate 275 within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Owner (as successor in interest to Jabil Inc., the original Owner, and Greystar Development East, LLC, the original Developer), and City entered into that certain Development Agreement recorded in Official Records Book 21936, Page 161, Public Records of Pinellas County, Florida (the "Development Agreement"); and

WHEREAS, the Parties desire to amend the Development Agreement as set forth herein; and

WHEREAS, in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter the "Act") and Section 16.05 of the City's LDRs, the City is duly authorized to enter this Agreement and the City has found that this Agreement complies with said Act and LDRs; and

WHEREAS, the first properly noticed public hearing on this Agreement was held by the Community Planning and Preservation Commission on September 12, 2023; and

WHEREAS, the first reading of this Agreement was held by the City Council on October __, 2023; and

WHEREAS, the second reading of and second properly noticed public hearing on this Agreement was held by the City Council on October __, 2023.

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. 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. Upon full execution by the Parties and no later than fourteen (14) days after final approval of this Agreement by City Council, the City shall record this Agreement in the Public Records of Pinellas County, Florida, at the Owner's expense, and shall forward a copy of the recorded Agreement to the Florida Department of Economic Opportunity. This Agreement shall become effective upon recordation (the "Effective Date").

4. Amendment to Development Agreement. Section 5(c)(1) of the Development Agreement is deleted in its entirety and replaced with the following:

(1) A Certificate of Completion (CC) for the shell of at least 143,000 sf of industrial uses shall be obtained prior to or concurrently with the issuance of the Certificate of Occupancy (CO) for the first multifamily building. Nothing contained herein shall prevent the City from issuing no more than one Temporary Certificate of Occupancy (TCO) for not more than six (6) months for the first multi-family

building. The Building Permit shall be approved and the foundation completed for at least an additional 147,000 sf of industrial uses prior to or concurrently with the issuance of the Certificate of Occupancy (CO) for the final multifamily building, and a Certificate of Completion (CC) for said additional industrial uses shall be obtained no later than February 28, 2025.

5. Binding Effect. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns.

6. 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 is an independent principal and not a contractor for or officer, agent, or employee of the City. Owner shall not at any time or in any manner represent that it or any of its agents or employees are employees of the City.

7. Amendments. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties in accordance with the City's LDRs and Florida law.

8. 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 hand delivery, registered or certified U.S. Mail, postage prepaid, return receipt requested or by a recognized national overnight courier service to the office for each Party indicated below and addressed as follows:

(a) To the Owner:

Greystar (on behalf of the Owner)
3615 Bromley Grand Avenue, Suite 330
Tampa FL 33607
Attn.: David King

With copies to:

Greystar (on behalf of the Owner)
788 East Las Olas Blvd., Suite #201
Fort Lauderdale, FL 33301
Attn.: Lewis Stoneburner

Trenam
200 Central Ave., Suite 1600
St. Petersburg, FL 33701
Attn.: R. Donald Mastry

(b) To the City:

City of St. Petersburg
Urban Planning, Design and Historic Preservation Division
One 4th Street North
St. Petersburg, FL 33701
Attn.: Derek Kilborn, Manager

With a copy to:

City of St. Petersburg
City Attorney's Office
One 4th Street North
St. Petersburg, FL 33701

Attn.: Michael Dema, Managing Assistant City Attorney – Land Use & Environmental Matters

9. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery, notices given by recognized national overnight courier service shall be effective on the first business day after deposit with the courier service and notices given by registered or certified mail shall be effective on the third day after deposit in the U.S. Mail. 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.

10. Default. In the event any Party is in default of any provision hereof, any non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

11. 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.

12. 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.

13. 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. The captions, section numbers, and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such sections or articles of this Agreement nor in any way affect this Agreement.

14. 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 regarding the subject matter hereof to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

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

15. Deadline for Execution. The Owner shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval. The City shall execute this Agreement no later than fourteen (14) days after final approval by City Council.

16. 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.

17. 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.

18. 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.

19. 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. Nothing within this Agreement shall constitute dedications to the public, and no member of the public is granted any rights hereunder.

[signatures start on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATTEST:

CITY:

CITY OF ST. PETERSBURG, FLORIDA, a Florida
municipal corporation

City Clerk

By: _____

Its: _____

Print name: _____

Date: _____

Approved as to form and content by
Office of City Attorney:

00695730.docx

Signed, sealed and delivered
in the presence of:

OWNER:

WITNESSES:

GATEWAY JABIL PROPERTY OWNER, LLC, a
Delaware limited liability company

Signature

Print name: _____

By: _____

Its: _____

Print name: _____

Signature

Print name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one) [X] physical presence or []
online notarization, this _____ day of _____, 2023, by _____ as _____
of **GATEWAY JABIL PROPERTY OWNER, LLC**, a Delaware limited liability company, who (check one):

☐ is/are personally known to me, or

☐ who has/have produced _____ as identification.

(Notary Seal)

Notary Public - (Signature)

Signed, sealed and delivered
in the presence of:

WITNESSES:

**GATEWAY JABIL PHASE II PROPERTY
OWNER, LLC**, a Delaware limited liability company

Signature

Print name: _____

By: _____

Its: _____

Print name: _____

Signature

Print name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one) [X] physical presence or []
online notarization, this _____ day of _____, 2023, by _____ as _____
of **GATEWAY JABIL PHASE II PROPERTY OWNER, LLC**, a Delaware limited liability company, who (check
one):

☐ is/are personally known to me, or

☐ who has/have produced _____ as identification.

(Notary Seal)

Notary Public - (Signature)

Signed, sealed and delivered
in the presence of:

WITNESSES:

GEP XI GANDY, LLC, a Delaware limited liability
company

Signature

Print name: _____

By: _____

Its: _____

Print name: _____

Signature

Print name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ as _____ of **GEP XI GANDY, LLC**, a Delaware limited liability company, who (check one):

☐ is/are personally known to me, or

☐ who has/have produced _____ as identification.

(Notary Seal)

Notary Public - (Signature)

EXHIBIT "A"

Legal Description of Property

TRACT "A" of GATEWAY CENTRE BUSINESS PARK ADDITION ONE, according to plat thereof recorded in Plat Book 102, Pages 42 to 44 inclusive, of the Public Records of Pinellas County, Florida.



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 Tuesday, September 12, 2023
at 2:00 p.m. in City Council Chambers, City Hall
175 5th St North, St. Petersburg, FL 33701.

According to Planning and Development Services records, there are no Community Planning & Preservation Commission members that have a direct or indirect ownership interest in real property located within 1,000 linear feet of real property contained within the application (measured by a straight line between the nearest points on the property lines). All other possible conflicts should be declared upon announcement of the item.

**Development Agreement:
Gateway Jabil Property Owner, LLC,
Gateway Jabil Phase II Property Owner, LLC, and GEP XI Gandy, LLC
1st Amendment**

This is a private-initiated amendment to an existing Development Agreement (DA) 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 first amendment to the DA for the property generally located at the northwest quadrant of the Gandy Boulevard and Interstate-275 interchange abutting the east side of 28th Street North.

APPLICANT INFORMATION

OWNERS:	Gateway Jabil Property Owner, LLC, Gateway Jabil Phase II Property Owner, LLC, and GEP XI Gandy, LLC
APPLICANT/AGENT:	R. Donald Mastry Trenam Law 200 Central Ave., Suite 1600 St. Petersburg, Florida 33701 dmastry@trenam.com (727) 824-6140
CITY STAFF:	Britton Wilson, AICP Urban Planning and Historic Preservation Division Planning and Development Services Department One 4 th Street North St. Petersburg, Florida 33731 Britton.Wilson@stpete.org (727) 551-3542

SITE DESCRIPTION

Street Addresses:	Northwest corner of Gandy Boulevard and Interstate 275
Parcel ID No.:	23-30-16-30373-000-0010, 23-30-16-30373-000-0011, 23-30-16-30373-000-0012
Acreage:	93.38
Future Land Use:	Industrial Limited (IL), Planned Redevelopment – Commercial (PR-C) and Preservation (P) with Activity Center (AC) overlay
Zoning:	Employment Center -1 (EC-1), Corridor Commercial Suburban - 2 (CCS-2) and Preservation (P)
Countywide Plan Map:	Activity Center and Preservation (P)
Existing Use:	Industrial, multifamily housing under construction and preservation areas
Surrounding Uses:	North: Vacant Industrial land, Powerline Right-of-Way (ROW) and General Warehousing West: Multi-family (Villas at Gateway Apartments), Warehousing, Office and Government Facilities located in City of Pinellas Park South: Mini-storage, Warehouse, Light Manufacturing, Cemetery (City of Pinellas Park) East: Interstate 275/Gandy Interchange (0.38 mile)
Neighborhood Association:	Not within a neighborhood association. Closest association is Village Green Homeowners Association to the southeast of the property across both Gandy Blvd and Interstate 275 (I-275).

BACKGROUND

On October 14, 2021, City Council approved a Future Land Use Map amendment and concurrent rezoning for a 17.9-acre portion of the subject 93.38-acre site with an associated Development Agreement (DA) applicable to the entire site. The Future Land Use designation changed from Industrial Limited (IL) to Planned Redevelopment – Commercial (PR-C) and the zoning district was amended from Employment Center -1 (EC-1) to Corridor Commercial Suburban -2 (CCS-2). The remainder of larger parent parcel was unchanged and retained its Employment Center (EC-1) and Preservation (P) zoning district designations. The purpose of the amendments was to allow for multi-family housing; however, the DA was entered into to commit the Developer to construct at least 200,000 square feet of industrial uses prior to or concurrently with the multifamily uses and to dedicate at least 20% of the housing units to workforce housing. The requirement to provide employment generating industrial uses and workforce housing units supported the amendments' consistency with provisions in the Comprehensive Plan regarding the addition of affordable housing and the protection of industrial lands.

Development of the 412 multifamily dwellings units, which includes 83 workforce housing units, and 290,000 square feet of industrial buildings has been under construction since July 2022. The multifamily portion is expected to be complete and ready for occupancy by the end of 2023. During construction of the industrial portion of the project, the Developer encountered adverse subsurface soil conditions. This has led to completion delays for two of the three industrial buildings. While the Developer anticipates completing two of the industrial buildings totaling 143,000 square feet prior to completing the multifamily buildings, one building, consisting of approximately 147,000 square feet, requires complete reconstruction and will not be ready prior to or concurrently with the multifamily uses.

The Development Agreement currently requires the completion of 200,000 square feet of industrial uses no later than the first certificate of occupancy (CO) for the multifamily dwellings and only allows for one temporary CO. Therefore, the multifamily dwellings cannot be occupied until completion of the third industrial building, which is now currently estimated to be late 2024 to early 2025. This would result in 412 multifamily dwellings, including 83 workforce housing units, sitting empty for approximately one year.

DEVELOPMENT AGREEMENT AMENDMENT REQUEST

The applicant is requesting the first amendment to an existing Development Agreement (DA) that was approved by City Council on October 14, 2021. The proposed modification will allow the Developer to address the above mentioned adverse subsurface soil conditions encountered during the construction of the industrial portion of the property that has led to completion delays for two of the three industrial buildings (totaling 147,000 square feet). While the Developer anticipates completing two of the three industrial buildings (totaling 143,000 square feet) prior to completing the multifamily buildings, one building consisting of approximately 147,000 square feet requires complete reconstruction. Therefore, the Developer is requesting a modification to the DA to change the timing of the delivery as follows:

- To reduce the required industrial use square footage that is required to be completed prior to or concurrently with the first certificate of occupancy for the multifamily uses from 200,000 to 143,000 square feet.
- To require an additional 147,000 square feet of industrial uses to be delivered by February 28, 2025, with the building permit approved and the foundation completed no later than the final certificate of occupancy for the multifamily dwellings.

As stated in the application narrative, the proposed modification will allow for the vast majority of the originally anticipated industrial uses and the multifamily dwelling units to be available to support the community shortly after completion in late 2023. It also allows for the reconstruction of the 147,000 square foot building, which results in a 45% increase in the total amount of industrial uses required to be completed by the Developer (from 200,000 to 290,000 square feet).

Absent the unforeseen adverse soil conditions, which were outside of the control of both the Developer and the City, the proposed modification will require the Developer to deliver an additional 90,000 square feet more than the 200,000 square feet of industrial uses that are currently required. Thus, the Developer believes it has performed its obligations under the Development Agreement and that the requested modification is a reasonable, good faith solution to ensure the completion of the project.

COMPREHENSIVE PLAN CONSISTENCY

The proposed first amendment to the Development Agreement is consistent with the following policies set forth in the Comprehensive Plan:

LU2.2 The City shall concentrate growth in the designated Activity Centers and prioritize infrastructure improvements to service demand in those areas.

LU2.3 To attract large scale quality development and assure the proper coordination, programming, and timing of City services in the activity centers the City shall continue to develop, evaluate, and implement appropriate activity center development incentives.

LU3.5 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.

LU3.8 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.

LU3.15 The Land Use Plan shall provide housing opportunity for a variety of households of various age, sex, race and income by providing a diversity of zoning categories with a range of densities and lot requirements.

PUBLIC NOTICE and COMMENTS

On Monday, August 28, 2023, a sign was placed on the property and mail notices were sent out to affected neighbors within 300 feet of the subject property. To date, no comments from the public have been submitted.

PUBLIC HEARING PROCESS

The proposed amendment the Development Agreement requires one (1) public hearing with the Community Planning & Preservation Commission (CPPC) and one (1) public hearing with City Council.

SUMMARY

The Staff analysis is to determine whether the proposed amendment to the Development Agreement (DA) is consistent with the requirements of the Comprehensive Plan. Based on the analysis contained in this report, City staff agrees with the application narrative, that the existing scenario of allowing 412 multifamily dwellings, including 83 workforce housing units, sitting empty for approximately one year, is contrary to the public interest, results in an unreasonable use of the property and would cause significant unnecessary financial penalty to the Developer. Therefore, staff finds that the proposed DA amendment is consistent with the Comprehensive Plan.

RECOMMENDATION

Staff recommends that the Community Planning and Preservation Commission (CPPC), in its capacity as the Local Planning Agency, make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the first amendment to the Development Agreement.

REPORT PREPARED BY:

/s/Britton Wilson

08/16/2023

Britton Wilson, AICP, Planner II
Urban Planning and Historic Preservation Division
Planning & Development Services Department

DATE

REPORT APPROVED BY:

Derek A. Kilborn

08-16-2023

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

DATE

ATTACHMENTS

1. Map Series
2. Proposed Amended Development Agreement
3. Application Narrative



St. Petersburg
City Limits

MC IDR

GATEWAY CENTRE PKWY

Pinellas
Park

28TH ST N



FRONTAGE RD N

FRONTAGE RD S

GANDY BLVD

GRAND AVE

Unincorporated
Pinellas County

77TH AVE N

76TH PL N

76TH AVE N

18TH ST N

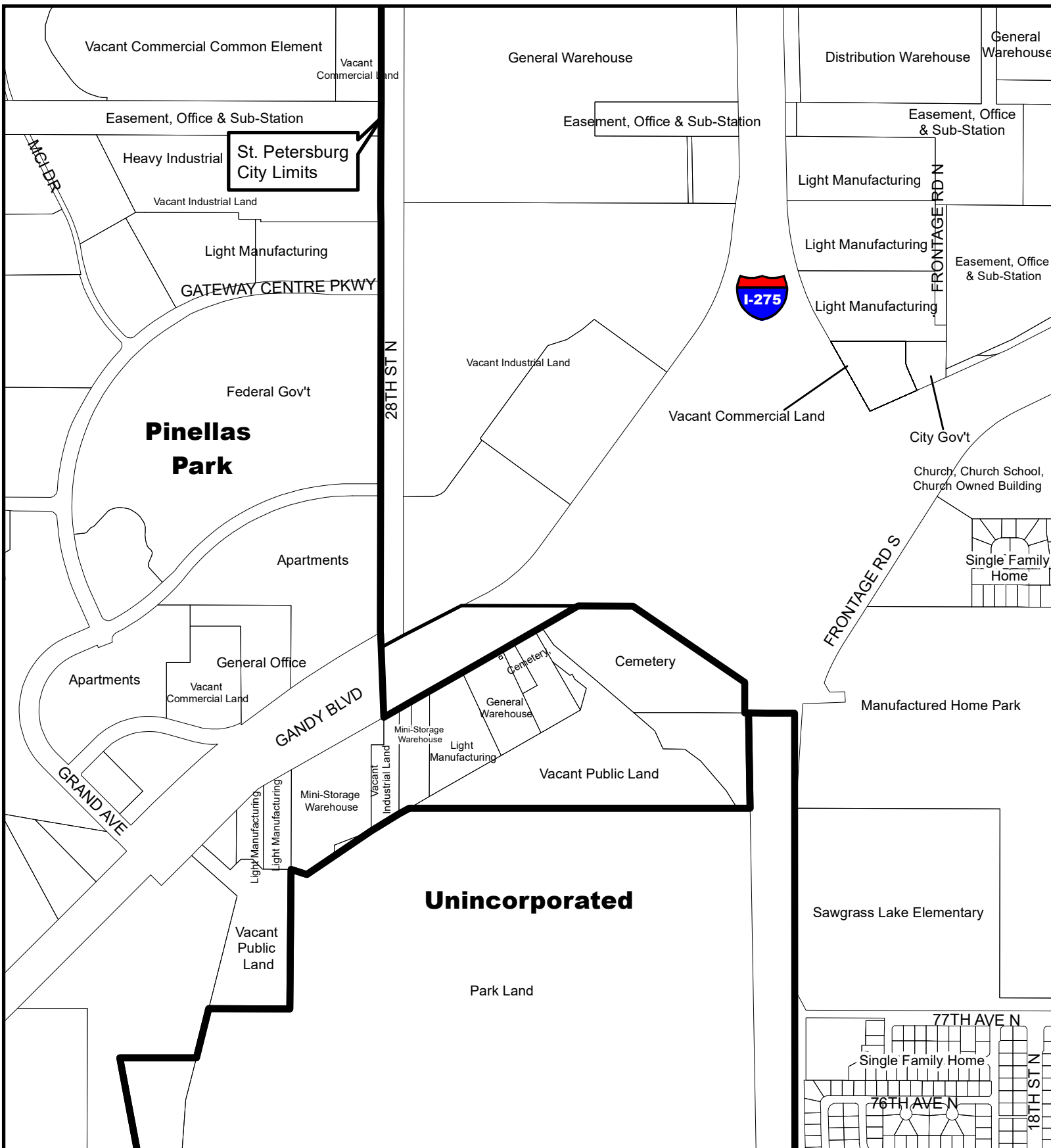
CITY FILE

FLUM-62

1 inch = 830 feet

AERIAL





<div data-bbox="87 1854 285 1896" data-label="Text"> <p>CITY FILE</p> </div> <div data-bbox="71 1938 324 2001" data-label="Text"> <p>FLUM-62</p> </div> <div data-bbox="99 2043 297 2074" data-label="Text"> <p>1 inch = 830 feet</p> </div>	<div data-bbox="542 1938 1227 2001" data-label="Section-Header"> <h1> <p>SURROUNDING USES</p> </h1> </div>	<div data-bbox="1461 1890 1591 2016" data-label="Image"> </div>
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St. Petersburg
City Limits

GATEWAY CENTRE PKWY

**Pinellas
Park**

28TH STN



FRONTAGE RD N

Gateway Activity Center

FRONTAGE RD S

GANDY BLVD

GRAND AVE

**Unincorporated
Pinellas County**

City of St Petersburg Future Land Use

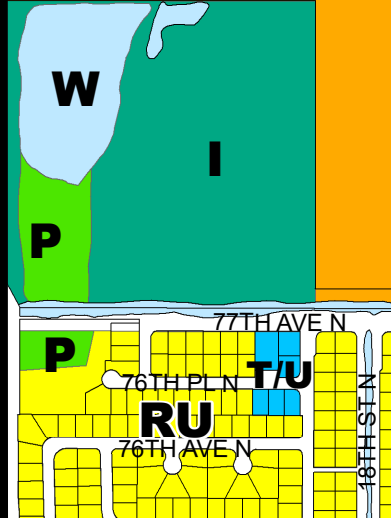
- IL (Industrial Limited)
- T/U (Transportation/Utility)
- RU (Residential Urban)
- RM (Residential Medium)
- I (Institutional)
- P (Preservation)
- PR-C (Planned Redevelopment Commercial)

Pinellas Park Future Land Use

- IL (Industrial Limited)
- R/OG (Residential/Office General)
- CG (Commercial General)
- RLM (Residential Low Medium)
- I (Institutional)
- P (Preservation)

Unincorporated Pinellas County Future Land Use

- P (Preservation)
- R/OS (Recreation/Open Space)
- C-R (Commercial Recreation)

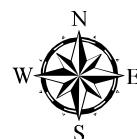


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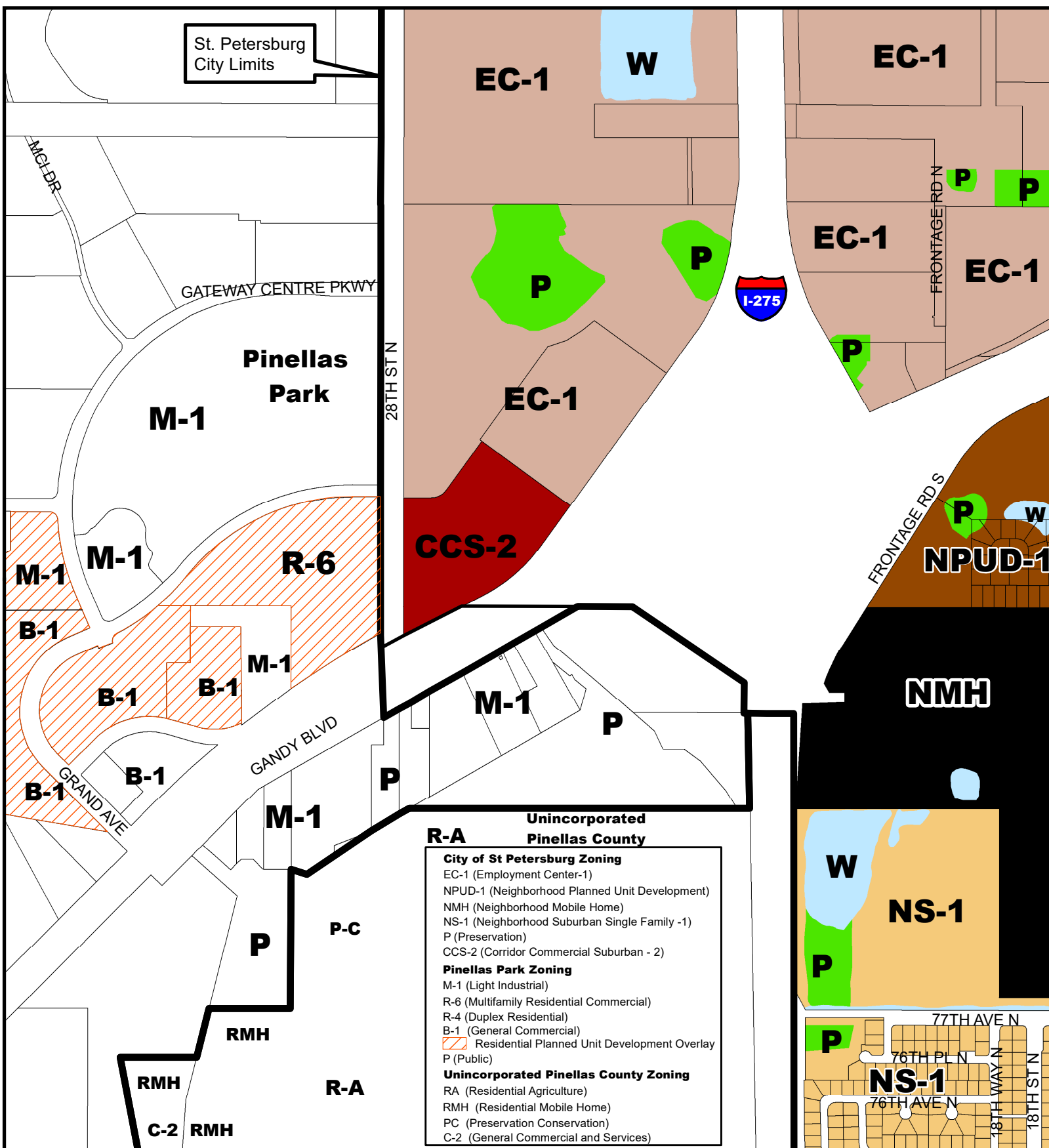
FLUM-62

1 inch = 830 feet

FUTURE LAND USE



St. Petersburg
City Limits

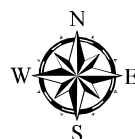


CITY FILE

FLUM-62

1 inch = 830 feet

ZONING



FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into as of the Effective Date (defined below), by and between **GATEWAY JABIL PROPERTY OWNER, LLC**, a Delaware limited liability company, **GATEWAY JABIL PHASE II PROPERTY OWNER, LLC**, a Delaware limited liability company, and **GEP XI GANDY, LLC**, a Delaware limited liability company (collectively hereinafter "Owner"), and the **CITY OF ST. PETERSBURG, FLORIDA**, a Florida municipal corporation (hereinafter the "City") (collectively hereinafter "the Parties").

WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 93.38 acres of land located at northwest corner of Gandy Blvd and Interstate 275 within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Owner (as successor in interest to Jabil Inc., the original Owner, and Greystar Development East, LLC, the original Developer), and City entered into that certain Development Agreement recorded in Official Records Book 21936, Page 161, Public Records of Pinellas County, Florida (the "Development Agreement"); and

WHEREAS, the Parties desire to amend the Development Agreement as set forth herein; and

WHEREAS, in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter the "Act") and Section 16.05 of the City's LDRs, the City is duly authorized to enter this Agreement and the City has found that this Agreement complies with said Act and LDRs; and

WHEREAS, the first properly noticed public hearing on this Agreement was held by the Community Planning and Preservation Commission on September 12, 2023; and

WHEREAS, the first reading of this Agreement was held by the City Council on July __, 2023; and

WHEREAS, the second reading of and second properly noticed public hearing on this Agreement was held by the City Council on ____, 2023.

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. 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. Upon full execution by the Parties and no later than fourteen (14) days after final approval of this Agreement by City Council, the City shall record this Agreement in the Public Records of Pinellas County, Florida, at the Owner's expense, and shall forward a copy of the recorded Agreement to the Florida Department of Economic Opportunity. This Agreement shall become effective upon recordation (the "Effective Date").

4. Amendment to Development Agreement. Section 5(c)(1) of the Development Agreement is deleted in its entirety and replaced with the following:

(1) A Certificate of Completion (CC) for the shell of at least 143,000 sf of industrial uses shall be obtained prior to or concurrently with the issuance of the Certificate of Occupancy (CO) for the first multifamily building. Nothing contained herein shall prevent the City from issuing no more than one Temporary Certificate of Occupancy (TCO) for not more than six (6) months for the first multi-family

building. The Building Permit shall be approved and the foundation completed for at least an additional 147,000 sf of industrial uses prior to or concurrently with the issuance of the Certificate of Occupancy (CO) for the final multifamily building, and a Certificate of Completion (CC) for said additional industrial uses shall be obtained no later than February 28, 2025.

5. Binding Effect. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns.

6. 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 is an independent principal and not a contractor for or officer, agent, or employee of the City. Owner shall not at any time or in any manner represent that it or any of its agents or employees are employees of the City.

7. Amendments. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties in accordance with the City's LDRs and Florida law.

8. 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 hand delivery, registered or certified U.S. Mail, postage prepaid, return receipt requested or by a recognized national overnight courier service to the office for each Party indicated below and addressed as follows:

(a) To the Owner:

Greystar
3615 Bromley Grand Avenue, Suite 330
Tampa FL 33607
Attn.: David King

With copies to:

Greystar
788 East Las Olas Blvd., Suite #201
Fort Lauderdale, FL 33301
Attn.: Lewis Stoneburner

Trenam
200 Central Ave., Suite 1600
St. Petersburg, FL 33701
Attn.: R. Donald Mastry

(b) To the City:

City of St. Petersburg
Urban Planning, Design and Historic Preservation Division
One 4th Street North
St. Petersburg, FL 33701
Attn.: Derek Kilborn, Manager

With a copy to:

City of St. Petersburg
City Attorney's Office
One 4th Street North
St. Petersburg, FL 33701

Attn.: Michael Dema, Managing Assistant City Attorney – Land Use & Environmental Matters

9. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery, notices given by recognized national overnight courier service shall be effective on the first business day after deposit with the courier service and notices given by registered or certified mail shall be effective on the third day after deposit in the U.S. Mail. 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.

10. Default. In the event any Party is in default of any provision hereof, any non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

11. 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.

12. 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.

13. 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. The captions, section numbers, and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such sections or articles of this Agreement nor in any way affect this Agreement.

14. 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 regarding the subject matter hereof to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

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

15. Deadline for Execution. The Owner shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval. The City shall execute this Agreement no later than fourteen (14) days after final approval by City Council.

16. 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.

17. 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.

18. 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.

19. 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. Nothing within this Agreement shall constitute dedications to the public, and no member of the public is granted any rights hereunder.

[signatures start on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATTEST:

CITY:

CITY OF ST. PETERSBURG, FLORIDA, a Florida
municipal corporation

City Clerk

By: _____

Its: _____

Print name: _____

Date: _____

Approved as to form and content by
Office of City Attorney:

Signed, sealed and delivered
in the presence of:

OWNER:

WITNESSES:

GATEWAY JABIL PROPERTY OWNER, LLC, a
Delaware limited liability company

Signature

Print name: _____

By: _____

Its: _____

Print name: _____

Signature

Print name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one) [X] physical presence or []
online notarization, this _____ day of _____, 2023, by _____ as _____
of **GATEWAY JABIL PROPERTY OWNER, LLC**, a Delaware limited liability company, who (check one):

☐ is/are personally known to me, or

☐ who has/have produced _____ as identification.

(Notary Seal)

Notary Public - (Signature)

Signed, sealed and delivered
in the presence of:

WITNESSES:

**GATEWAY JABIL PHASE II PROPERTY
OWNER, LLC**, a Delaware limited liability company

Signature

Print name: _____

By: _____

Its: _____

Print name: _____

Signature

Print name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one) [X] physical presence or []
online notarization, this _____ day of _____, 2023, by _____ as _____
of **GATEWAY JABIL PHASE II PROPERTY OWNER, LLC**, a Delaware limited liability company, who (check
one):

☐ is/are personally known to me, or

☐ who has/have produced _____ as identification.

(Notary Seal)

Notary Public - (Signature)

Signed, sealed and delivered
in the presence of:

WITNESSES:

GEP XI GANDY, LLC, a Delaware limited liability
company

Signature

Print name: _____

By: _____

Its: _____

Print name: _____

Signature

Print name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ as _____ of **GEP XI GANDY, LLC**, a Delaware limited liability company, who (check one):

☐ is/are personally known to me, or

☐ who has/have produced _____ as identification.

(Notary Seal)

Notary Public - (Signature)

EXHIBIT "A"

Legal Description of Property

TRACT "A" of GATEWAY CENTRE BUSINESS PARK ADDITION ONE, according to plat thereof recorded in Plat Book 102, Pages 42 to 44 inclusive, of the Public Records of Pinellas County, Florida.

NARRATIVE IN SUPPORT OF DEVELOPMENT AGREEMENT MODIFICATION

Gateway Jabil Property Owner, LLC, Gateway Jabil Phase II Property Owner, LLC, and GEP XI Gandy, LLC (collectively, the “Developer”) own the approximately 93.38 acres of land located at northwest corner of Gandy Blvd. and Interstate 275 (the “Property”).

In October 2021, the City changed the zoning and land use designations on approximately 17.91 acres of the Property to CCS-2 and PR-C, respectively, in order to permit the development of multifamily dwellings.

In support of this action, the City and the Developer entered into that certain Development Agreement recorded in Official Records Book 21936, Page 161, Public Records of Pinellas County, Florida (collectively, the “Development Agreement”). The Development Agreement provides, among other things, that:

- The Developer is required to complete the shell of at least 200,000 sf of industrial uses no later than the issuance of a certificate of occupancy for the first multifamily building; and
- A minimum of 20% of the multifamily dwellings shall be workforce housing units.

Development of 412 multifamily dwellings and 290,000 sf of industrial buildings has been under construction since July 2022. The multifamily portion is expected to be complete and ready for occupancy in mid to late Q4 2023.

During construction of the industrial portion of the project, the Developer encountered adverse subsurface soil conditions. This has led to completion delays for two of the three industrial buildings. While Developer anticipates completing two of the industrial buildings (totaling 143,000 sf) prior to completing the multifamily buildings, one building, consisting of approximately 147,000 sf, requires complete reconstruction.

As the Development Agreement currently requires completion of 200,000 sf of industrial uses no later than the first certificate of occupancy for the multifamily dwellings, the multifamily dwellings cannot be occupied until completion of the third industrial building, which is currently estimated to be late 2024 to early 2025. This would result in 412 multifamily dwellings, including 83 workforce housing units, sitting empty for approximately a year. Such a scenario is contrary to the public interest, results in an unreasonable use of the Property and would cause significant unnecessary financial penalty to the Developer.

Thus, the Developer is requesting that the Development Agreement be modified to change the timing for delivery of the industrial uses as follows:

- At least 143,000 sf of industrial uses will still be delivered no later than the first certificate of occupancy for the multifamily dwellings.

- An additional 147,000 sf of industrial uses will be delivered by February 28, 2025. The building permit and foundation for these additional industrial uses shall be completed no later than the final certificate of occupancy for the multifamily dwellings.

The proposed modification will allow for both the vast majority of the originally anticipated industrial uses to be delivered and for the multifamily dwellings to be ready for occupancy in several months. It also allows for the reconstruction of the 147,000 sf building and results in a 45% increase in the total amount of industrial uses required to be completed by the Developer (from 200,000 sf to 290,000 sf).

Discussion of Standards of Review for Development Agreements

While there are no standards of review for development agreements, the Developer notes that the proposed modification to the Development Agreement complies with both the requirements of the City Code and Florida law. The Development Agreement provides that it may be amended by the consent of the parties, and that the parties shall cooperate in good faith in achieving completion of the project, including through amendments to the Development Agreement:

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.

The proposed modification only changes the timing and amount of industrial uses required to be delivered. This was a provision negotiated between the City and Developer to ensure competition of industrial uses, as opposed to a requirement of the City Code or Florida law.

Absent the unforeseen adverse soil conditions, which were outside of the control of both the Developer and the City, the Developer would have delivered well in excess of the 200,000 sf of required industrial uses concurrently with the multifamily dwellings. Thus, the Developer believes it has performed its obligations under the Development Agreement and that the requested modification is a reasonable, good faith solution to ensure the completion of the project.

Discussion of Standards of Review for Planning and Zoning Decisions, Generally

(Sec. 16.70.040.1.E of the City Code)

- E. Standards for review. In reviewing the application for a planning and zoning decision in addition to the standards of review applicable to the decision, the POD, commission or the City Council shall consider whether the proposed amendment is consistent with and furthers the purpose of the Land Development Regulations and other City ordinances and actions designed to implement the plan.*

The application is consistent with and furthers the purpose of the Code and other City ordinances and actions designed to implement the Comprehensive Plan, specifically with regard to the promotion of redevelopment, industrial uses and workforce housing.



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

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

**September 12, 2023
Tuesday
2:00 P.M.**

MINUTES

Present: Robert “Bob” Jeffrey, Vice-Chair
Ashley Marbet
Abel Carrasco, Jr.
William “Will” Michaels, Alternate
Joseph Magnello, Alternate

Commissioners Absent: Lisa Wannemacher, Chair
Cassie Gardner
Manita Moultrie
Shannon Nelson
Michael Huston, Alternate

Staff Present: Derek Kilborn, Manager, Urban Planning & Historic Preservation
Britton Wilson, Planner II
Kelly Perkins, Historic Preservationist II
Cindy Kochanek, Historic Preservationist II
Heather Judd, Assistant City Attorney
Iris Winn, Clerk, Planning & Development Services Department

The public hearing was called to order at 2:04 p.m., a quorum was present.

I. OPENING REMARKS OF ACTING CHAIR

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE AND SWEARING IN OF WITNESSES

IV. MINUTES (Approval of August 8, 2023 Minutes)

The minutes from the August 8, 2023, meeting were approved unanimously

V. PUBLIC COMMENTS**VI. LEGISLATIVE****1. City File: First Amendment to the Jabil Development Agreement
City Staff: Britton Wilson, 727-551-3542****Request:**

Request for finding of consistency with the Comprehensive Plan and a recommendation of approval to City Council for an amendment to the Jabil Development Agreement pertaining to property located at the northwest quadrant of Gandy Boulevard and Interstate-275.

City Staff Presentation:

Britton Wilson gave a presentation based on the Staff Report.

Public Comment:

Don R. Mastry (Agent), 200 Central Avenue, spoke on behalf of the Owners.

Comments Prior to Executive Session (9:21)

Commissioner Jeffrey: Does anyone have any questions for the representative at this point?

Commissioner Michaels: I think this is a pretty clear request here and Mr. Mastry has done his usual, very thorough job in preparing the recommendation to hear obviously the 412 multi-family dwelling units and 83 workforce housing units. That's something that we all want to have accomplished as soon as possible. The only question I have is I was just curious about the ground conditions there. Do you have any information on what the problems were with the ground there - that you can share with us?

David King: Good afternoon, David King with Greystar. The address is 4205 West Sylvan Ramble Street, Tampa, Florida. Senior Director of Development for Greystar. I oversee this project among others. As far as the subsurface conditions, essentially a portion of one of the buildings was built over a previous retention pond area and after we kind of went through a backfill effort of that retention pond, we noticed some settlement. Unfortunately, kind of unbeknownst to us there was kind of some unsuitable material deeper down. TBD as to whether it's naturally existing or kind of a man-made condition. But nonetheless, as Mr. Mastry had noted, we had already started construction on that project, at about half the foundation and then noticed the settlement and are ultimately, basically, going through a surcharge, kind of ground improvement process on building kind of as we speak. To Don's point, kind of move forward in good faith on kind of all 291,000 square-feet at this point, just a timeline issue for us as it relates to what we originally agreed to.

Commissioner Jeffrey: Thank you.

Commissioner Michaels: Thank you.

Commissioner Jeffrey: Do we have anyone from the public here that would like to comment on this project? Not seeing anyone. With that, we will go into Executive Session.

Executive Session (11:22)

Commissioner Jeffrey: Do we have any additional comments or questions? Not seeing anyone. Would we like to make a motion?

Commissioner Michaels: I'll make a motion if you'd like.

Commissioner Jeffrey: Okay.

Commissioner Michaels: Okay, I'll move that the Commission find consistency with the Comprehensive Plan and recommend to the City Council approval of the First Amendment to the Development Agreement as recommended by Staff.

Commissioner Jeffrey: Do we have a second?

Commissioner Carrasco: I Second.

Commissioner Jeffrey: Could we have a roll call on that motion, please?

Motion: ***Commissioner Michaels moved approval of the request for finding of consistency with the Comprehensive Plan and a recommendation of approval to City Council for an amendment to the Jabil Development Agreement pertaining to property located at the northwest quadrant of Gandy Boulevard and Interstate-275, subject to Staff requirements.***

Commissioner Carrasco, Second.

YES – 5 – Jeffrey, Marbet, Carrasco, Magnello, Michaels
NO – 0 – None.

Motion passed unanimously.